



**General Terms and Conditions for Electricity Supply**  
**ENGIE Energie Nederland N.V.**  
for commercial users

**Version of November 2020**

**(hereinafter: “General Terms and Conditions”)**

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## Article 1 (Definitions)

Terms defined in the Dutch Electricity Act 1998 (Elektriciteitswet 1998) and associated regulations shall carry the same meaning in the Supply Contract and/or these General Terms and Conditions insofar as they are capitalised, unless explicitly departed from in the definitions below. Where reference is made in these General Terms and Conditions to provisions in the Supply Contract, only the article names will be used and not the number of the provision in the Supply Contract.

Allocation Point	The (virtual) point where the volume of Electrical Energy and/or Electrical Power taken off by the Customer is measured by an accountable Metering Device or the (virtual) point where the volume of electricity and/or electrical power taken off by a User and supplied by an electricity supplier other than the Supplier is measured by an accountable Metering Device;
Bandwidth	A margin assigned to the Customer in the Supply Contract on the Customer's Offtake and/or the maximum Peak Percentage and/or the maximum Electrical Power, applying for the period of the Offtake, within which the Customer is permitted to deviate from those consumption details without triggering financial consequences under the Supply Contract;
Connection	A connection as defined in Article 1 paragraph 1(b) of the Electricity Act 1998 and associated regulations, including Article 47 paragraph 1(f) of the Dutch Environmental Taxes Act (Wet Belastingen op Milieugrondslag), at which in any case a Primary Allocation Point is located as assigned by the relevant Network Operator and possibly one or more Secondary Allocation Points are assigned by the relevant Network Operator when expressly indicated in writing by the (Intended) Customer and for which the Supplier and Customer have agreed that the Supplier will supply all of the required Electrical Energy and will also exercise Programme Responsibility in accordance with the Supply Contract;
Connection and Transport Agreement	The agreement between the (Intended) Customer with regard to the Primary Allocation Point at the Connection and the relevant Network Operator with regard to the transmission of Electrical Energy and Electrical Power over the relevant Network with regard to the Connection and, where present, any Secondary Allocation Point with respect to the Connection, in which the connection of the Connection to the relevant Network is also arranged;
Customer	Any natural person or legal entity with whom the Supplier has a Supply Contract, including the performance thereof, or enters into a Supply Contract, or with whom the Supplier is in discussions or negotiations regarding the conclusion of a Supply Contract, as well as any natural person or legal entity on whose behalf the Supplier performs the Supply and/or exercises Programme Responsibility;
Consumption	The forecast total consumption of Electrical Energy in MWh or kWh at the Connections and/or a Secondary Allocation Point in the specified period, usually one calendar year;
Consumption Details	The (historical) data provided by the Customer to the Supplier relating to the Connection(s) and/or a Secondary Allocation Point and concerning the pattern and amount of offtake of Electrical Energy during a specific period;
Consumption Profile	The pattern prepared by the Supplier, including any subsequent changes made thereto, for the expected offtake of Electrical Energy via the Connections and/or the volume of Electrical Energy expected to be measured via the Secondary Allocation Point for the duration of the Supply Period or a part thereof.
Customer Key	Key data relating to an (Intended) Customer that has a KV-Connection, specifically the last 3 digits of the IBAN of the (Intended) Customer or the month and day of the date of birth of the (Intended) Customer as registered with and by the relevant Network Operator for the Connection(s) to which the (offer for the) Supply Contract relates;

Electrical Energy	The total volume of electricity supplied, including Green Electricity, expressed in MWh or kWh;
Electrical Installation	The assembly of electrical equipment and piping near, on, at and/or in a Connection and/or Secondary Allocation Point required in order for that Connection and/or Secondary Allocation Point as well as the Metering Device to function correctly in respect of that Connection and/or the Secondary Allocation Point in accordance with the Electricity Act 1998 and associated regulations;
Electrical Power	The electrical capacity, expressed in MW or kW;
Green Electricity	“Grey” electricity is rendered “green” by means of Guarantees of Origin (GoOs) (Garanties van Oorsprong) as referred to in Article 1 paragraph 1(x) in conjunction with Article 73 of the Electricity Act 1998 and associated implementing regulations regarding Guarantees of Origin;
Off-Peak Times	All hours of the year that are not Peak Hours, including weekends and official public holidays (New Year's Day, Easter, Liberation Day (once every five years), King's Day, Ascension Day, Pentecost and Christmas Day and Boxing Day);
Intended Customer	Any natural person or legal entity to whom the Supplier submits or wishes to submit an offer for a Supply Contract, or any natural person or legal entity who requests that the Supplier submit an offer for a Supply Contract, in which prior to the submission of an offer for a Supply Contract the Supplier requests that this natural person or legal entity expressly consent to the making of the offer and also, when the offer for the Supply Contract also relates to (a) KV- Connection(s) and the reason for said offer relates to a Switch, asks this natural person or legal entity for the Customer Key and as a result the Supplier obtains and records on a data carrier this consent and also, if and insofar as applicable, the Customer Key, enabling the Supplier to gain access to the relevant data in the Central Connection Register (Centraal Aansluitingen Register - C-AR) and/or the Contract End Register (Contract Einde Register) via the relevant Network Operator in order to submit an offer for a Supply Contract;
Installation	Any equipment, cables, pipes and wiring, as well as any supporting accessories for the business operations and business processes and/or residential activities of the Customer for which the Customer takes off Electrical Energy from the Supplier via a Connection and/or Secondary Allocation Point located within a property which is considered to be a single property for the purposes of the Dutch Property Assessment Act (WOZ) pursuant to Article 16 of said act as determined by the municipality in which said property is located;
Metering data	Meter readings and/or adjusted meter readings;
Metering device	The entire set of equipment having at least the purpose of measuring in accordance with the provisions of the Electricity Act 1998 and associated regulations the Electrical Energy exchanged via the Connection and/or Secondary Allocation Point as per the Supply or the electricity exchanged by virtue of a different electricity supply by an electricity supplier other than the Supplier for the Installation of the Customer or the User located within a property which is considered to be a single property for the purposes of the Property Assessment Act (WOZ) by means of which Metering Data are created for which the foregoing applies with regard to Secondary Allocation Points to the extent that the Metering Data obtained are accountable and the capacity of the aforementioned entire set and equipment is such that the requested maximum electrical power can be measured fully and correctly;
Metering Contract	A contract between the Customer and a Network Operator or a certified Metering Company regarding the performance of Metering Responsibility and related services for the Connection and/or any Secondary Allocation Point and/or the reading and maintenance of the Metering Device;
Move-in	The actions to be taken by the Supplier following a change of address and/or involvement (for the first time) of a property when a natural person or legal entity moves into a property

	and acquires power of disposal over a Connection and/or a Secondary Allocation Point and therefore triggers the start of the Supply;
Move-out	The actions to be taken by the Supplier following a change of address when a natural person or legal entity moves out of a property and loses power of disposal over a Connection and/or a Secondary Allocation Point and therefore triggers the end of the Supply;
Party/Parties	The Supplier and Customer, referred to individually as “Party” or together as “Parties”;
Peak Times	Working days from 07:00 to 23:00;
Primary Allocation Point	The first Allocation Point assigned to a connection by a Network Operator relevant to that connection for which the EAN code of the connection is the same as the EAN code relating to the Primary Allocation Point and at which the amount of the volume of Electrical Energy and/or Electrical Power taken off as per the Supply or the volume of electricity and/or electrical power taken off by virtue of an electricity supply from an electricity supplier other than the Supplier is measured by a Metering Device that is not only accountable but also meets all (technical) requirements pursuant to the Electricity Act 1998 and associated regulations, in particular the Electricity Metering Code (MeetCode Elektriciteit);
Supplier	ENGIE Energie Nederland N.V., with registered office in Zwolle – the party performing the Supply;
Supply	The offtake by the Customer at the Delivery Point of the Electrical Energy made available by the Supplier at the Supply Point under the Supply Contract, not including transmission, and/or the fact that the Supplier is registered as Programme Responsible Party and/or supplier with regard to the Connection(s) and/or any Secondary Allocation Point regarding the Customer in the Central Connection Register (C-AR);
Supply Contract	The contract between the Supplier and the Customer in respect of the Supply of Electrical Energy and duly agreed related services, of which these General Conditions and all pertinent Annexes constitute part, with due regard to any amendments, additions and modifications made from time to time;
Supply Period	The period agreed in the Supply Contract in which Supply by the Supplier actually takes place, and any extensions of this period on the basis of the Supply Contract;
Secondary Allocation Point	An Allocation Point other than the Primary Allocation Point assigned by the relevant Network Operator for a connection to that connection, on the basis of a written request to that effect from the (Intended) Customer insofar as the (Intended) Customer wishes to have Electrical Energy delivered and/or has Electrical Energy delivered as per the Supply in respect of a Primary Allocation Point or on the basis of a written request to that effect from the User insofar as the User wishes to have electricity delivered and/or has electricity delivered by an electricity supplier other than the Supplier, in respect of a Primary Allocation Point;
Specifications	Consumption Details - including but not limited to (maximum) Electrical Power, (minimum and/or maximum) Offtake, (maximum) Offtake during Peak Times in relation to total Offtake - which the Supplier took as its basis when entering into the Supply Contract or may take as its basis when performing the Supply and/or Programme Responsibility;
Switch	The switch itself and all related actions that are necessary in order to switch between suppliers;
Switch Request	A switch report made by the Supplier to the relevant Network Operator with authorisation from and on behalf of the Customer;
TenneT High-Voltage Network (Kop-pelnet)	The main onshore transmission network in the Netherlands operated by TenneT, as the Network Operator within the meaning of Article 10 paragraph 2 of the Electricity Act 1998, of above-ground connections with voltages of 380 kV and 220 kV, switching and distribution substations and additional equipment by means of which electricity is transmitted;

User A natural person or legal entity other than the Customer who, by virtue of consent and written agreements with the Customer, may take off electricity supplied by an electricity supplier other than the Supplier at a Secondary Allocation Point or a natural person or legal entity other than the Customer who receives electricity from an electricity supplier other than the Supplier with regard to a Primary Allocation Point and with which the Customer has written agreements so that the Customer is able to take off Electrical Energy and/or Electrical Power in accordance with the terms and conditions of the Supply Contract;

## **Article 2 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**

1. These General Terms and Conditions are an integral part of the Supply Contract and shall apply to all initiatives from the Supplier with a view to making an offer, all requests from the (Intended) Customer for an offer, all offers by, orders placed to and all Supply Contracts with the Supplier for the Supply of Electrical Energy and related services, whether or not combined with the sale and supply of goods. By signing the Supply Contract, the Customer declares that it has read and agreed to the General Terms and Conditions.
2. By signing the Supply Contract, the Customer declares that it has read and agreed to the General Terms and Conditions.
3. The Supplier expressly rejects the applicability of any general terms and conditions of the (Intended) Customer. Furthermore, the (Intended) Customer shall guarantee that its written agreements with any User do not conflict with what is stipulated in the Supply Contract and these General Terms and Conditions. In the event of any conflict between what is stipulated in the Supply Contract and/or these General Terms and Conditions and such agreements between the (Intended) Customer and any User, the provisions of the Supply Contract and/or these General Terms and Conditions shall prevail. The (Intended) Customer shall also guarantee that the User does not perform or refrain from performing any actions with regard to the (Intended) Customer and/or its electricity supplier and/or in doing so makes agreements as a result of which the performance of the Supply Contract, by each of the Parties, will be made more difficult, (partially) prevented and/or made impossible.
4. In the event that the Supply Contract is extended for any reason, the most recent General Terms and Conditions used by the Supplier at the time of the extension shall in all cases apply to the extended Supply Contract from the time of the extension.
5. These General Terms and Conditions shall automatically apply to the relationship between the Supplier and (Intended) Customer and/or any User from the time that and for as long as the Supplier is named as supplier and/or Programme Responsible Party in the Central Connection Register (C-AR) of the relevant Network Operator for the Connections and/or any Allocation Point with respect to the (Intended) Customer and/or any User.
6. In the event of a contradiction between the provisions of the Supply Contract and the provisions of these General Terms and Conditions, the provisions of the Supply Contract shall prevail. In the event of a contradiction between the provisions of these General Terms and Conditions and the provisions of the general terms and conditions which apply to the supply of services and/or goods as referred to in paragraph 1 of this Article, the provisions of these General Terms and Conditions shall prevail.
7. Deviations from or amendments to these General Terms and Conditions may only be agreed in writing between the Parties and must be incorporated into the Supply Contract.
8. If any clause of these General Terms and Conditions and/or of the Supply Contract is found to be invalid or declared void under Dutch law, the rest of the Supply Contract and/or these General Terms and Conditions shall remain in force as far as possible and the clause in question shall immediately be replaced in consultation between the Parties by a clause that does not conflict with Dutch law and that corresponds as much as possible to the meaning of the original clause.

9. In case of amendments to legislation and regulations of relevance to the Supply Contract and/or General Terms and Conditions which mean that provisions of the Supply Contract and/or General Terms and Conditions cannot remain fully in force, the Supply Contract and/or General Terms and Conditions shall be amended as far as necessary, such that the content and meaning of the amended Supply Contract and/or General Terms and Conditions is preserved as far as possible. In the event that the Supplier is obliged or entitled to amend these General Terms and Conditions and/or the Supply Contract following a change in the law and/or a decision by the competent authority or an authorised legal or other body (this shall also include changes to taxes, levies and surcharges), and also in the event of a change in prices and/or conditions applying in dealings with the relevant Network Operators, or in case of changes to the organisation of the energy market, in particular the electricity market, the Supplier shall, or shall be able to, amend the Supply Contract and/or General Terms and Conditions accordingly.

### **Article 3 (Offers and Formation of the Contract)**

1. Where the Supplier intends to make an offer to an Intended Customer for a Supply Contract, the Supplier shall contact the Intended Customer in advance to ask for its explicit consent to make an offer and shall ask the Intended Customer whether the offer relates to a KV Connection. Where the Intended Customer consents, the Supplier shall record these data and consent on a permanent data carrier. Subsequently, the Supplier shall ask the Intended Customer whether a KV- Connection is thus involved and, insofar as the proposed offer is the result of an intended Switch by the Intended Customer, for its Customer key. The Supplier shall ask the Intended Customer for the Customer Key for the purpose of asking the relevant Network Operator for the Connection or any other Allocation Point with regard to the Intended Customer for relevant data from the Central Connection Register (C-AR) and/or the Contract End Register of this Network Operator in order to submit an offer for a Supply Agreement to the Intended Customer. The Supplier shall inform the Intended Customer of said purposes when requesting the Customer Key.  
Examples of relevant data that may be consulted by the Supplier in the Central Connection Register (C-AR) and/or the Contract End Register and/or may be requested by the Supplier for the purpose of its offer to the Intended Customer, include but are not limited to the following data:
  - a. profile category and/or threshold value of the Connection(s) and/or Secondary Allocation Point(s) and, if and insofar as applicable, associated capacity tariff;
  - b. the Standard Annual Consumption or any other electricity consumption registered with regard to the Connection(s);
  - c. the end date of the contract of the Intended Customer with its previous electricity supplier;
  - d. the EAN code relating to the Connection(s); and
  - e. (company) name, address and other relevant location data, such as data related to the assessment made under the Property Assessment Act (WOZ);
  - f. whether or not any allocation point specified as a Secondary Allocation Point at that time relates to a residential function;
  - g. insofar as the offer relates to a Secondary Allocation Point, or the Metering Responsible Party for the Secondary Allocation Point is the same as that for the (C)(c)onnection (Primary Allocation Point);
  - h. insofar as the offer relates to a Secondary Allocation Point it is established that the Secondary Allocation Point is not to be qualified as a large-consumption connection while the Primary Allocation Point belonging to that Secondary Allocation Point qualifies as a small-consumption connection.
2. The provisions in the first paragraph of this Article apply accordingly in the event that an Intended Customer asks the Supplier for an offer for a Supply Contract.
3. Where a KV Connection forms part of the offer, the consent referred to in paragraph 1 and/or paragraph 2 of this Article, as provided by the Intended Customer, shall be recorded by the Supplier on a permanent data carrier for a maximum of 1 year, and the acquired data for a maximum of 3 months, as of the time when that

explicit consent is given. The acquired Customer Key shall be destroyed immediately after the data required for making the offer has been obtained. When giving express consent for the submission of an offer for a Supply Contract, the Intended Customer also expressly authorises the Supplier to record the aforementioned consent and acquired data on a permanent data carrier during the period specified in this regard.

4. If and insofar as the consent and/or Customer Key of the Intended Customer referred to in paragraph 1 and/or paragraph 2 of this Article should indicate that an offer relates in whole or in part to the Supply in respect of a Secondary Allocation Point and said Secondary Allocation Point is related to a residential function, then the offer for Supply with respect to said Secondary Allocation Point and possibly also with respect to any Connection shall expire in full and automatically, according to the reasonable opinion of the Supplier, without requiring any withdrawal and/or revocation by the Supplier or rejection by the Intended Customer. In connection with the foregoing, the Supplier may not be held liable for any damage and may not be held to any other obligation. Furthermore, the Supplier shall be entitled, in accordance with paragraph 1 and/or paragraph 2 of this Article, to make another offer to the Intended Customer with regard to the Connection(s) (Primary Allocation Point) and Secondary Allocation Point(s) insofar as the latter is not related to a residential function.
5. Unless otherwise agreed between the Parties, offers shall be made by the Supplier in writing and shall be valid for 2 working days after the date they were made, or less in the event of revocation and/or withdrawal by the Supplier or rejection by the (Intended) Customer in which case they shall cease to be valid at the time of said revocation, withdrawal or rejection.
6. The Supply Contract shall be formed between the Parties by being signed by the (Intended) Customer. The Supplier shall be entitled to cancel or revoke the aforementioned formation in the event of evident errors in the Supply Contract. Such a cancellation or revocation must be made in writing and must take place within a reasonable time period.
7. The (Intended) Customer shall guarantee that the persons acting for and/or on behalf of the (Intended) Customer are authorised to provide express consent as referred to in paragraph 1 and/or paragraph 2 of this Article and also, in entering into the Supply Contract, as well as during the (extended) duration thereof, are authorised to commit the Customer legally to the obligations resulting from and/or relating to the Supply Contract and/or the actual Supply by the Supplier.

#### **Article 4 (Supply and Offtake of Electrical Energy)**

1. The Supply and offtake of Electrical Energy shall take place on the basis of the Supply Contract between the Supplier and (Intended) Customer and/or on the basis of the fact that the Supplier is named as supplier and/or Programme Responsible Party in relation to the (Intended) Customer and/or User in the Central Connection Register (C-AR) of the relevant Network Operator(s) in relation to the Connections, any connection and/or any Secondary Allocation Point. In the last-mentioned situation, these General Terms and Conditions shall also apply automatically under **Article 2 paragraph 5 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**.
2. The Supplier undertakes, in accordance with the terms of the Supply Contract, to supply the Customer with Electrical Energy at the Customer's Connection(s) and/or Secondary Allocation Point(s) during the Supply Period, while the Customer equally undertakes to take off Electrical Energy at the Connection(s) and/or Secondary Allocation Point(s) exclusively from the Supplier in the specified period.
3. The Supply shall take place in principle on the basis of the Customer's Consumption Profile and within the Specifications laid down in the Supply Contract. The Consumption Profile has been established by the Supplier using the Consumption Details provided by the Customer.
4. If the Parties agree in the Supply Contract that the Supply will take place in a specific Peak/Off-Peak ratio in relation to the Connection(s) and/or Secondary Allocation Point(s) but it is established that Supply in peak/off-peak ratio is not possible in relation to a Connection(s) and/or Secondary Allocation Point(s) in view of the nature of the Connection(s) and/or Secondary Allocation Point(s), the Supplier is entitled to supply said Connection(s) and/or Secondary Allocation Point(s) with Electrical Energy as if it were fitted with a single meter.



Furthermore, in such cases the Supplier shall be entitled to charge a Supply rate corresponding to a Supply with a peak/off-peak ratio of 65%/35%, irrespective of the actual offtake profile of the supplied Electrical Energy and/or the actual profile of the Supply at the Connection(s) and/or Secondary Allocation Point(s) in question. The Parties cannot derive any rights from the profile that the relevant Network Operator uses for the aforementioned Connection(s) and/or Secondary Allocation Point(s).

5. By signing the Supply Contract and/or due to the fact that Supplier is listed as supplier and/or Programme Responsible Party in the Central Connection Register with the relevant Network Operator for the Connection, the Customer agrees that in the event that the Supply takes place concerning a KV Connection with a conventional non-remotely readable Metering Device, the price for the Supply of Electrical Energy can be adjusted unilaterally by the Supplier at the time when the Tone Frequency Singal ("TF-Signal") with respect to the herefore mentioned KV-Connection is switched off. The price for the Supply of Electrical Energy shall apply from the moment the TF Signal is switched off by the relevant Grid Operator will be calculated by Supplier on the basis of the Peak/Off-peak Ratio as agreed in the Supply Contract and to the extent that it is not agreed on on the basis of paragraph 4 of this Article. The result of the loss of the TF-Signal is that the Customer receives one total price for its entire consumption and therefore there is no longer a difference in the price for Supply during peak hours and off-Peak hours. Furthermore, the Customer is responsible for ensuring to do and/or not to do the utmost, to allow the Supply to take place undisturbed and correctly related to the loss of the TF-Signal. Supplier cannot in any way be held liable for any damage and/or costs, nor shall the foregoing give rise to any other obligation on the part of the Supplier in connection with the loss of the TF Signal.

In the event that the Customer decides, due to the loss of the TF-Signal or due to any other reason, to replace the conventional non-remotely readable Metering Device with a KV Connection with a (modern) remote Metering Device the costs shall be borne by the Customer.

6. Every year during the Supply Contract the Customer shall have the right within a time period set by the Supplier to choose the energy sources of which the supplied Electrical Energy must be composed. If and insofar as the Customer has not made a choice within the time period set by the Supplier, the Supplier shall supply Electrical Energy composed of energy sources of the Supplier's choosing.
7. The legal title of the Supply is an "opdracht" (order). The provisions of the Dutch Civil Code (Burgerlijk Wetboek) relating to said title shall not apply because the Supply falls within the legal framework of the Electricity Act 1998 and associated regulations thereto.
8. The object of the Supply Contract is the Supply of Electrical Energy and the exercising of the associated Programme Responsibility. The provision of Electrical Energy to a Network by a Customer (return delivery("teruglevering")) is expressly excluded. In the event that the Customer executes return delivery, the Customer shall not receive any payment from the Supplier in return unless the Parties have made specific agreements for that purpose, which have been recorded in (an addendum to) the Supply Contract or a separate contract.
9. Without prejudice to the stipulations of **Article (Bandwidth Provisions)** of the Supply Contract, the Parties shall be entitled at any time to agree in writing on deviations in the Consumption Profile and the Specifications, amending other terms and conditions of the Supply Agreement if necessary, where required by the Customer's operations. If this incurs costs, these shall be borne by the Customer.
10. If and insofar as the Specifications contain a Bandwidth, this is exclusively intended to cover non-structural deviations from the Consumption Profile. The room given by such a Bandwidth is not intended to allow any form of speculation or misuse, nor to allow the optimisation of the portfolio for the offtake of Electrical Energy for reasons including but not limited to any form of (partial) business closure, relocation of the business, sale of the business, any other form of corporate restructuring or (partial) suspension and/or interruption of business operations. If and insofar as, in the reasonable opinion of the Supplier, the foregoing is the case, the Supplier shall be entitled to charge the Customer a penalty, calculated on the basis of the difference between the Consumption as stipulated in the Specifications and the volume above or below the volume of Electrical Energy taken off in relation to that Consumption multiplied by the weighted average annual price for the Sup-

ply calculated pursuant to the Supply Contract plus an additional €1.50 per MWh, related to the period determined by the Supplier on the basis of its reasonable opinion during which the aforementioned occurred and/or will continue to occur for the duration of the Supply Period.

- 11 Without prejudice to the stipulations of Article (Bandwidth Provisions) of the Supply Contract, the Customer shall be obliged during the term of the Supply Contract and/or the Supply to notify the Supplier as soon as possible of any interim structural deviations in its Consumption Profile, including but not limited to scheduled or unscheduled shutdowns for maintenance or holidays and changes to operating times.
- 12 With due observance of the provisions of **Article 3 (Offers and Formation of the Contract)** the Supplier shall be entitled to refrain from starting, suspend and/or interrupt any Supply and the exercising of the associated Programme Responsibility in respect of a Secondary Allocation Point and/or set further terms and conditions therefor if and insofar as any Secondary Allocation Point should have and/or obtain a residential function during the Supply Period. Use of the aforementioned power may not give rise to any obligation for the Supplier to compensate damage and/or costs. If and insofar as the Supplier suffers any damage and/or incurs costs in connection with the foregoing, the Customer shall be obliged to compensate the Supplier for such damage and reimburse such costs.
- 13 If and insofar as an electricity supplier of the User other than the Supplier with regard to any connection (Primary Allocation Point) (partially) terminates, suspends and/or reduces the supply of electricity, the exercising of Programme Responsibility and/or Metering Responsibility, or allows the supply of electricity, the exercising of Programme Responsibility and/or Metering Responsibility to be terminated, suspended and/or reduced, or sets further terms and conditions for the continuation thereof, for whatever reason, the Supplier shall be entitled to (partially) terminate, suspend or reduce its Supply of Electrical Energy and/or the exercising of Programme Responsibility in respect of the Customer(s) with regard to any Secondary Allocation Point and/or set further terms and conditions for the continuation thereof. Furthermore, the Supplier shall be entitled to (partially) terminate, suspend and/or reduce its Supply of Electrical Energy and/or the exercising of Programme Responsibility in respect of the Customer(s) with regard to any Secondary Allocation Point or to attach further terms and conditions thereto for the continuation thereof in the event that the relevant Network Operator terminates, reduces and/or interrupts transmission and/or the Connection and Transmission Agreement in respect of the connection (Primary Allocation Point) and/or attaches further terms and conditions thereto and/or in the event that the relevant Network Operator initiates the disconnection procedure and/or proceeds with disconnection with regard to the connection. Moreover, the Supplier shall be entitled to (partially) terminate, suspend and/or reduce its Supply of Electrical Energy and/or the exercising of Programme Responsibility in respect of the Customer(s) with regard to any Secondary Allocation Point or to attach further terms and conditions thereto in the event that the Metering Responsible Party terminates, reduces and/or interrupts its Metering Responsibility in respect of the connection (Primary Allocation Point) and/or attaches further terms and conditions thereto or where its Metering Responsibility is terminated.
- 14 The Customer shall guarantee that, on the basis of the agreements between the Customer and the User under **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** the User is obliged to inform the Supplier immediately in writing if the electricity supplier, Programme Responsible Party and/or Metering Responsible Party or the relevant Network Operator in respect of the User with regard to any connection (Primary Allocation Point) proceed to create one or more of the situations referred to in paragraph 12 of this Article. Use of the aforementioned power may not give rise to any obligation for the Supplier to compensate any damage and/or costs. If and insofar as the Supplier suffers any damage and/or incurs costs in connection with the situations described in paragraph 12 of this Article, the User shall be obliged to compensate the Supplier for such damage and reimburse such costs.

#### **Article 5 (Exceeding and Falling Short of the Specifications)**

1. Supply outside the limits of the data stipulated in the Specifications shall take place at a price determined by the Supplier. In the event that Supply exceeds or falls short of the data stipulated in the Specifications and

this can only be or is only detected by the Supplier at the end of the period(s) stated in the Specifications, paragraphs 2 and 3 of this Article shall apply. In the event that the exceeding of the data stipulated in the Specifications can be or is detected by the Supplier immediately after the Supply has been exceeded, the Supplier shall be entitled to charge the Customer for the amounts the Customer owes as a result of the Supply being exceeded.

2. In the event that the upper limit of the Annual Consumption Bandwidth for all Connections and/or Secondary Allocation Points has been exceeded, the Supplier shall be entitled to charge a penalty rate commensurate with the excess amount, which shall be payable by the Customer under the terms of the Supply Contract. The amount by which the upper limit of the Annual Consumption Bandwidth has been exceeded shall be determined by the difference between the volume of Electrical Energy corresponding to the upper limit of the Annual Consumption Bandwidth and the actual volume of Electrical Energy taken off by the end of the calendar year in which the excess Supply took place. The amount of the penalty rate shall be calculated by the Supplier based on the APX price, for Peak and Off-Peak Times separately, for the month(s) in which the Supply took place, plus an additional €1.50/MWh.
3. Unless otherwise agreed in the Supply Contract, the Customer shall be obliged to pay a penalty in the event that the Supply falls short of the lower limit of the Annual Consumption Bandwidth for all Connections and/or Secondary Allocation Points.  
The penalty amount shall be calculated by the difference between the actual volume of Electrical Energy taken off by the end of the calendar year and the volume of Electrical Energy corresponding to the lower limit of the Annual Consumption Bandwidth, multiplied by the weighted average annual price calculated for the Supply pursuant to the Supply Contract.
4. The Supplier has entered into the Supply Contract based on the Specifications as agreed with the Customer. Insofar as and for as long as changed circumstances result in a Consumption Profile which in the Supplier's opinion does not correspond or no longer corresponds to said Specifications, the Supplier shall be entitled to charge the Customer a fair price for the Supply based on said changed circumstances, with retroactive effect, from the time that, in the Supplier's opinion, the changed circumstances manifested themselves, and to apply said price (adapted to the aforementioned circumstances) to future Supplies. The foregoing shall not apply if the deviation from the Specifications is owing to force majeure within the meaning of **Article 17 (Force Majeure)**.
5. If and insofar as the Specifications do not include a Bandwidth then the room given thereby to deviate from the Specifications is not intended to allow any form of speculation and/or misuse, nor to enable the optimisation of the portfolio for the offtake of Electrical Energy for reasons including but not limited to any form of (partial) business closure, relocation of the business, sale of the business, any other form of corporate restructuring or (partial) suspension and/or interruption of business operations. If and insofar as, in the reasonable opinion of the Supplier, the foregoing is the case, the Supplier shall be entitled to charge the Customer a penalty, calculated on the basis of the difference between the Consumption as stipulated in the Specifications and the volume above or below the volume of Electrical Energy taken off in relation to that Consumption multiplied by the weighted average annual price for the Supply calculated pursuant to the Supply Contract plus an additional €1.50 per MWh, related to the period determined by the Supplier on the basis of its reasonable opinion during which the aforementioned occurred and/or will continue to occur for the duration of the Supply Period.

#### **Article 6 (Term of the Supply and the Supply Contract)**

1. The Supply Contract shall apply for a set period of 1 calendar year unless the Parties have agreed otherwise in the Supply Contract. The Supply Contract cannot be terminated prematurely, with the exception of the provisions on premature termination in the Supply Contract and/or the General Terms and Conditions themselves.
2. Each Party shall remain bound by what is stipulated in or pursuant to the Supply Contract and/or the General Terms and Conditions until all of said Party's obligations arising therefrom have been properly fulfilled.

3. With respect to certain rights and obligations which necessarily persist in connection with the proper performance of the Supply Contract in connection with any termination thereof, the Supply Contract shall end as much later as is necessary for said proper performance.
4. The (Intended) Customer shall ensure that the electricity supply agreement with the Customer's previous supplier has been properly terminated and completed before the Supply under the Supply Contract commences. This shall be at the expense and risk of the (Intended) Customer.
5. After the Intended Customer has received an offer for a Supply Contract from the Supplier in accordance with **Article 3 (Offers and Formation of the Contract)** and said Intended Customer wishes to enter into a Supply Contract as a result thereof or the Intended Customer itself has asked the Supplier for a more detailed offer for a Supply Contract, the Customer shall ensure that the Supplier, in a timely and correct manner before the Supply under the Supply Agreement commences, has all of the data required to be able to commence the Supply at the agreed time. If the Supplier is not provided with the necessary data in good time, this shall be at the expense, risk and cost of the Customer. The aforementioned necessary data shall include but not be limited to:
  - a. EAN codes of the Connections and/or Secondary Allocation Point, and;
  - b. full supply addresses in combination with the information specified in a. as they are known to the relevant Network Operator(s), and;
  - c. relevant Consumption Details for each Connection and/or Secondary Allocation Point;
  - d. and also whether or not the EAN code of the Connection and/or Secondary Allocation Point relates to an accommodation function and whether or not any Secondary Allocation Point relates to a residential function;
  - e. data related to the (intended) start date of the Supply, the most recent decision made for the purposes of the Property Assessment Act (WOZ) by the municipality where the immovable property is located in/at which the Connection is located;
  - f. if and insofar as there is already any Secondary Allocation Point in respect of the Connection for which Supply is intended and there is already a User in respect thereof, the agreements referred to in **Article 2 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** between the Customer and said User, if and insofar as such agreements exist.
6. If and insofar as the Switch and/or Move-in relating to the start of the Supply has not taken place at all, not taken place on time and/or not taken place correctly, for any reason, the Supplier shall not be required to pay any costs and/or damages to the Customer in connection therewith.
7. In the event that a Switch to another supplier/Programme Responsible Party has not taken place in a timely manner by the end of the agreed term of the Supply Contract, the Supply Contract shall be automatically extended for the length of time that the Supplier is still registered as supplier and/or Programme Responsible Party in the Central Connection Register (C-AR) of the relevant Network Operator. In this case the Supplier shall, for the duration of the extended Supply, charge a price based on the APX daily price plus a surcharge. In addition, the Supplier shall be entitled to charge the Customer for all costs and and/or penalties arising from the foregoing. A cancellation and/or any other notice in connection with the end of the term of the Supply Contract from the Customer to the Supplier and/or a confirmation thereof from the Supplier to the Customer shall not affect the foregoing in this paragraph.
8. If at any time during the Supply Contract another supplier is named as the Customer's supplier in the Central Connection Register (C-AR) of the relevant Network Operator for any Connection, the Customer shall still be required to pay the Supplier the price for the Supply during the period in question. Claiming back any amount paid to the other supplier shall be done at the expense, risk and cost of the Customer. The Customer shall indemnify the Supplier against claims from said other supplier arising from the foregoing. Furthermore, the Supplier shall not be liable to pay damages and/or costs incurred by the Customer in connection with the foregoing.

### **Article 7 (Price)**

1. The Customer shall pay the Supplier the amounts determined on the basis of and/or in connection with the actual Supply, the actual exercising of Programme Responsibility, the Supply Contract and/or these General Terms and Conditions.
2. The price for Supply shall include the exercising of Programme Responsibility by the Supplier for the Connections and/or Secondary Allocation Point, unless otherwise specified in the Supply Contract itself.
3. All amounts payable by the Customer pursuant to the actual Supply, the actual exercising of Programme Responsibility, the Supply Contract and/or the General Terms and Conditions may be augmented by the Supplier by the amount of the (future (environmental)) taxes, surcharges and levies relating to the Supply and/or the exercising of Programme Responsibility, unless this is prohibited by law or a decision of the competent authority, and taking into account the stipulations of **Article 8 (Taxes, Levies and Surcharges)** of these General Terms and Conditions. These amounts shall also be payable by the Customer unless otherwise stipulated in the Supply Contract and/or these General Terms and Conditions.
4. The price shall on no account include the amounts payable by the Customer to the Network Operator under the Connection and Transmission Agreement between the Network Operator and the Customer or the amounts payable by the Customer to the Metering Responsible Party under the Metering Contract between the Metering Responsible Party and the Customer.

### **Article 8 (Taxes, Levies and Surcharges)**

1. All existing or new taxes, levies and/or surcharges, including but not limited to possible taxes, levies and/or surcharges linked to the environment and/or sustainable energy supply and/or security of the energy supply and/or emissions and emissions rights, also including taxes, levies and surcharges for which the Supplier itself is the designated taxpayer, shall be charged or passed on to the Customer and then paid by the Customer, unless the Supplier is denied the authority to do this by law or it is expressly agreed otherwise in the Supply Contract.
2. If and insofar as the Customer qualifies or may qualify for an exemption from and/or a more favourable tax regime for the taxes, levies and surcharges referred to in paragraph 1 in relation to the Supply and/or the exercising of Programme Responsibility and/or the purchase thereof from the Supplier, the Customer shall provide the necessary assistance with this at the Supplier's request in a timely manner and free of charge.
3. If the Supplier itself has to submit an application as referred to in paragraph 2 of this Article to the competent authority on behalf of the Customer, the Supplier shall provide any assistance that may be reasonably required. However, the Supplier shall not accept any liability whatsoever for this. Moreover, the Supplier shall accept no liability whatsoever for untimely submission or for the outcome of any application or procedure for an exemption and/or application of a more favourable tax regime. The foregoing shall be subject to the condition that the Customer pays the Supplier any costs and/or interest in this connection. Any pending application and/or procedure in connection with such an exemption shall not relieve the Customer of its obligation to pay the amounts demanded by the Supplier in taxes, levies and/or surcharges.
4. The Customer must ensure that it meets the relevant statutory and regulatory requirements if it wishes to qualify for a more favourable tax regime, including an exemption. Furthermore, if the Customer qualifies or wishes to qualify for a more favourable tax regime, including an exemption, it is the Customer's responsibility to ensure that it makes the relevant application, or arranges for such an application to be made, in a timely and correct manner to the competent authority in light of the foregoing. If and insofar as the Supplier's assistance is necessary in connection with the foregoing, the Customer shall furnish the Supplier with the required documentation in a timely and correct manner and the Customer shall be obliged to reimburse the Supplier for any costs incurred by the Supplier in connection with the foregoing.
5. The Supplier shall be entitled to pass on to the Customer any subsequent levies, interest and/or penalties imposed on it by the relevant tax or other authority in connection with this Article and the Customer shall be

obliged to pay them to the Supplier, unless such levies, interest and/or penalties are attributable to the fault of the Supplier and the Customer also demonstrates this as such.

6. If and insofar as the offtake of Electrical Energy at a Connection and/or a Secondary Allocation Point is for two or more purposes, and as a result different tax regimes may apply pursuant to the Dutch Environmental Taxes Act (Wet Belastingen op Milieugrondslag), the Customer shall be obliged to pay the energy tax or any other tax charged to it by the Supplier fully and completely. The Customer itself shall be responsible for arranging reimbursement from the Tax and Customs Administration (Belastingdienst) of any excess energy tax or any other tax paid pursuant to the above.
7. If and insofar as it becomes apparent that the Customer has not been charged the correct amount in taxes, levies and/or surcharges related to execution of this Supply Contract, Supply and/or the exercising of Programme Responsibility, the Supplier may pass on any extra charges and fines related to the foregoing to the Customer and the Customer must pay these amounts to the Supplier in accordance with the conditions of the Supply Contract.

### Article 9 (Invoicing and Payment)

1. The Parties shall charge all amounts payable by the other Party pursuant to the Supply Contract and these General Terms and Conditions, as well as due to the actual execution of the Supply and/or Programme Responsibility, by means of an invoice, in which the Supplier can use the Customer's Specifications as the basis for, and to specify, the amounts payable by the Customer in connection with the Supply.
2. Any objections the Customer may have regarding the invoice, specifications, descriptions and prices must be notified to the Supplier in writing within ten (10) days of the invoice date. If this is not possible for any reason not attributable to the Customer, the Customer shall in any event communicate its objections to the Supplier in writing as soon as is reasonably possible. The obligation to pay shall not be cancelled or suspended on the grounds of objections to the invoice and/or specifications and/or corrections thereto. The Customer must pay the amounts payable in full to the Supplier, notwithstanding the Customer's objections, in accordance with the terms of the Supply Contract. The Customer itself shall be responsible for claiming back any excess payments from the Supplier in the event that its objections are upheld.
3. All amounts charged to the Customer must be paid without discount or deduction and cannot be offset against any amount owed by the Supplier to the Customer.
4. The Customer must ensure that the amounts charged have been paid and credited to the Supplier's account by the last day of the payment term as indicated on the invoice and/or as agreed in the Supply Contract. In the event of a conflict between the payment term stipulated in the Supply Contract and the payment term indicated on the invoice, the payment term stipulated in the Supply Contract shall prevail. If no payment term has been agreed in the Supply Contract, the last day of the payment term shall be deemed to be the due date indicated on the invoice. Unless agreed otherwise, this shall be within 14 days of the invoice date.
5. The Customer shall not be entitled to suspend its obligations unless it has been given the authority to do so by virtue of a final and binding court order.
6. In the event that the Supplier reimburses, or is required to reimburse, the Customer for excess payments made by the Customer, the Customer shall not be entitled to compensation from the Supplier for lost interest.
7. For all amounts not paid by the last day of the payment term, the Customer shall, without further notice, be charged interest from that day onwards at the interest rate prevailing at that time in the Netherlands, calculated on the basis of Article 6:120 paragraph 2 of the Civil Code (BW), without prejudice to the Supplier's right to charge the Customer for all judicial and extrajudicial costs associated with the recovery of the debt in the event of non-payment or untimely payment and without prejudice to the stipulations of **Article 19 (Interruption of the Supply Due to Non-Fulfilment)**.
8. If and insofar as the Customer is not the party responsible for paying amounts due in accordance with the Supply Contract, the performance of the Supply and/or Programme Responsibility, by signing the Supply

Contract and/or actually taking off the supplied Electrical Energy at the Connection and/or any Secondary Allocation Point the Customer shall nonetheless accept joint and several liability for payment of the sums owed. The foregoing shall apply equally to the legal entity and/or natural person who consumes the Supply.

9. Unless otherwise agreed, by signing the Supply Contract the Customer gives the Supplier, for the term of the Supply Contract (extended as the case may be), irrevocable authorisation to withdraw all amounts payable by the Customer to the Supplier under the Supply Contract from the bank account indicated in the Supply Contract by means of direct debit.
10. In principle, the agreed direct debit shall be made on the date stated on the invoice. A refusal by the bank to make the direct debit shall not limit or remove the Customer's obligation to pay.
11. The Customer must have sufficient credit balance in the bank account indicated in the Supply Contract to enable the direct debit to be made. If this is not the case, the Supplier shall be entitled to launch a debt collection procedure as well as exercising any other rights it may have.
12. To ensure that direct debit payments are made in a correct and timely manner, the Customer shall provide the Supplier with all the necessary data, including details of any changes thereto, free of charge.
13. In principle, the Supplier shall draw up the annual settlement invoice for Small-Consumption (KV) Connections and/or Small-Consumption (KV) Secondary Allocation Points based on the month specified for that purpose in the Central Connection Register (C-AR) of the relevant Network Operator. Notwithstanding the foregoing, the Parties agree by signing the Supply Contract that the Supplier may draw up the aforementioned settlement invoice based on a different month if the Supplier deems this to be necessary for the correct performance of the Supply Contract.

#### **Article 10 (Security)**

1. If it believes that there are reasonable grounds for doing so, the Supplier may ask the Customer to provide security, including a deposit, for the payment of amounts payable in accordance with the Supply Contract, these General Terms and Conditions and/or the actual performance of the Supply as well as on the basis of the actual exercising of Programme Responsibility and/or supply of other services and/or goods.
2. If the Supplier makes a reasonable request for security, the Customer shall be obliged to pay the Supplier, by way of a deposit, an amount equivalent to what the Supplier estimates the Customer has consumed or will consume over a period determined by the Supplier, without the Supplier having to pay the Customer any interest on said sum.
3. The deposit shall be returned as soon as the need for security no longer exists. For the proper performance of the Supply Contract, Supply and/or Programme Responsibility as regards the termination thereof, the Supplier shall return the deposit if and when it deems that the Customer has fully paid the amounts payable to the Supplier in accordance with the Supply Contract, Supply and/or exercising of Programme Responsibility. The Supplier may also do the foregoing by offsetting the deposit against any amounts still to be paid by the Customer. The Supplier shall not reimburse interest.
4. If the Customer is subject to suspension of payment or is in a state of bankruptcy, it shall notify the Supplier of this fact immediately. Thenceforth the Customer, receiver and/or liquidator shall be required to make weekly advance payments based on the weekly Consumption to ensure the continuation of the Supply. Furthermore, the Customer, receiver and/or liquidator shall liaise with the Supplier within three (3) working days to reach an agreement regarding the security to be provided for continuation of the Supply. Notwithstanding the foregoing, the Customer shall ensure that the receiver and/or liquidator declares, within a reasonable time period set by the Supplier, a willingness to honour the Supply Contract, and that the receiver and/or liquidator puts up sufficient security for the correct and timely fulfilment of the Supply Contract. The Supplier shall consider a deposit equivalent to the value of the Consumption during the period necessary for the proper performance of the dunning procedure plus the duration of the disconnection procedure at the relevant Network Operator as

sufficient security (or additional security, as the case may be) in addition to the advance payment. If and insofar as the stipulations of this paragraph are not observed for any reason, the Supplier may launch the disconnection procedure and terminate the Supply Contract, Supply and/or exercising of Programme Responsibility.

5. Without prejudice to the stipulations of the Supply Contract, the Customer must retain, at all times during the term of the Supply Contract, at least the credit rating estimated by the Supplier at the time the Supply Contract was concluded. If and insofar as the Customer fails to comply with the foregoing, the Supplier shall be entitled to request appropriate credit security from the Customer. If and insofar as the Customer has not provided appropriate credit security within ten (10) working days of the date of the aforementioned request, the Customer shall be in default, without further notice, and the Supplier shall be entitled to terminate the Supply Contract, Supply and/or exercising of Programme Responsibility immediately and without requiring judicial intervention therefor.

#### **Article 11 (Programme Responsibility, Authorisation, Move-in and Switch)**

1. The Supplier, by signing the Supply Contract and/or by virtue of being registered as supplier for the Connections and/or Programme Responsible Party in the Central Connection Register (C-AR) of the relevant Network Operator for the (extended) duration of the Supply Period, accepts Programme Responsibility for the Connection (Primary Allocation Point and/or possibly also any Secondary Allocation Point), if and insofar as the Customer has a Secondary Allocation Point with regard to said Connection where the Primary Allocation Point is located and the Supplier is also the Supplier with regard to such Secondary Allocation Point, while the Customer undertakes to perform all its own obligations in this respect.
2. If and insofar as the Supplier is not registered as supplier in the Central Connection Register (C-AR) of the relevant Network Operator with respect to any Secondary Allocation Point with regard to a connection, while the Supplier is indeed registered as supplier in the Central Connection Register (C-AR) of the relevant Network Operator with respect to the Connection (the Primary Allocation Point) to which the Secondary Allocation Point relates, the Supplier in no way accepts Programme Responsibility with respect to such Secondary Allocation Point and the Customer shall guarantee that a third party properly certified for this purpose exercises Programme Responsibility with respect to such Secondary Allocation Point for the duration of the (extended) Supply Period. Notwithstanding the foregoing, the Customer and the Supplier may at any time agree in writing in advance or during the term of the (extended) Supply Period that from a certain time during said term the Supplier will also exercise Programme Responsibility in respect of such Secondary Allocation Point during the (remaining) duration of the (extended) Supply Period.
3. If and insofar as the Supplier is registered as supplier in the Central Connection Register (C-AR) of the relevant Network Operator with respect to any Secondary Allocation Point with regard to a connection but not registered as supplier in the Central Connection Register (C-AR) of the relevant Network Operator with respect to the Primary Allocation Point, the Supplier in no way accepts Programme Responsibility with respect to such Primary Allocation Point and the Customer shall guarantee under the agreements with the User referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** that a third party properly certified for this purpose exercises Programme Responsibility with respect to such Primary Allocation Point for the duration of the (extended) Supply Period.
4. Without prejudice to the Supplier's right to invoice a higher price in accordance with the provisions of **Article 4 (Supply and Offtake of Electrical Energy)** and **Article 5 (Exceeding and Falling Short of the Specifications)**, the Customer shall be obliged to provide the Supplier with the required assistance in applying and implementing the provisions in or by virtue of the Supply Contract, the General Conditions and in monitoring the fulfilment thereof, in particular by informing the Supplier as soon as possible of:
  - a. any data, incidents and changes in circumstances that may be relevant to the execution of the Supply Contract and specifically also for the Programme Responsibility, including damage, defects or irregularities in the Metering Device observed or suspected by the Customer, including a broken seal, and any changes in the Consumption Details with regard to a Connection (the Primary Allocation Point)



- and/or a Secondary Allocation Point if the Supplier exercises Programme Responsibility therefor with a capacity larger than 2 MW, and
- b. substantial deviations which it plans to make from the expected offtake stipulated – at least as a starting point – in the Supply Contract, as well as any intention on the Customer's part to supply Electrical Energy to third parties and/or generate Electrical Energy itself;
  - c. all relevant data and circumstances that may affect the proper exercise of Programme Responsibility by the Supplier, including the avoidance of any imbalance in the context of the Programme Responsibility concerning the Connection(s), in particular but not exclusively in the event that the Customer and/or a User receives electricity in respect of any Allocation Point other than the Connection(s) from an electricity supplier other than the Supplier and/or a Programme Responsible Party other than the Supplier exercises Programme Responsibility with regard to such Allocation Point.
5. If the Customer fails to provide the Supplier with the information required pursuant to paragraph 2 of this Article, or fails to provide it in a timely, complete or accurate manner, the Customer shall be liable for any financial consequences arising therefrom, which the Supplier may charge to the Customer based on a subsequent calculation.
  6. With due observance of the provisions of this Article and to enable the proper performance of the Supply Contract, the Customer shall guarantee that if the Supplier does not also perform Programme Responsibility over an Allocation Point other than that for which the Supplier exercises Programme Responsibility, in relation to the Connection, and thus another party exercises the Programme Responsibility over that other Allocation Point, the Supplier shall incur no damage and/or costs as a result thereof, nor shall it experience any hindrance whatsoever with regard to the Supply and/or the exercising of Programme Responsibility. The Customer shall therefore indemnify the Supplier against any damages and/or any other liability in connection with the foregoing, as well as ensure that the foregoing forms part of the agreements referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**.
  7. If and to the extent that an other than Supplier, including the Customer himself, performs the Balancing Responsibility for the Customer, the Customer shall ensure that this third party does not impede, complicate and/or interfere with the execution of the Programme Responsibility as carried out by and/or carried out on behalf of Supplier without Supplier being informed in a timely and correct manor prior to that by Customer. At his cost the Customer must ensure that he acts and/or neglect to comply with the foregoing, including to inform the Supplier in a timely and correct manor in relation to actions and/or their omission by the herefore mentioned third party. Costs and/or damage incurred by Supplier in connection with the provisions of this paragraph shall be borne by the Customer. Supplier is also entitled to provide the Customer with instructions in connection with this paragraph which the Customer must follow up and/or limit the Supply (partially) and/or to attach conditions to its continuation, including adjustment of the price for Supply.
  8. By signing the Supply Contract, the Customer hereby authorises the Supplier, insofar as is necessary, to request all data and take all necessary actions on behalf of the Customer to enable the proper performance of the agreement/terms and conditions, without, unless otherwise agreed, accepting any risk on behalf of the Customer and/or assuming any risk from the Customer. The foregoing shall be without prejudice to the Customer's duty to provide proper assistance in this respect, whether or not at the Supplier's request.
  9. In accordance with the provisions of the previous paragraph, the Supplier shall be authorised by the Customer to make a Switch Request and/or a request for a Move-in to the relevant Network Operator on behalf of the Customer, in accordance with the other relevant terms and conditions of the Supply Contract, as well as to take all the necessary actions on the Customer's behalf in this connection.
  10. In principle, the Supply shall commence on the Start Date, unless this is impossible owing to the relevant Network Operator(s) and/or the Customer.

## **Article 12 ((Electrical) Installation, Connection, Metering Device and Interruption and Reduction of Supply)**

1. The Customer shall ensure that all Connections (Primary Allocation Points), all Secondary Allocation Points, all Metering Devices, all Electrical Installations, the required cables and pipes and the required connections, as well as the Installation, are suitable for the offtake of the agreed Electrical Energy and Electrical Power as supplied by an electricity supplier other than the Supplier and that said Connections (Primary Allocation Points), Secondary Allocation Points, Metering Equipment, Electrical Installations, required cables and pipes and required connections, as well as the Installation, meet any requirements under the Electricity Act 1998 and associated regulations as well as any requirements imposed by the relevant Network Operator or Metering Responsible Party.
2. The Customer shall ensure that, to enable the proper performance of the Supply Contract and in particular where the Supply relates to a Connection qualified as a Primary Allocation Point, it concludes and maintains the necessary Connection and Transmission Agreement(s) with the relevant Network Operator and pays the associated costs. Furthermore, the Customer shall ensure that, if and insofar as (the) Supply takes place in respect of a Secondary Allocation Point with regard to the connection, it makes and maintains written agreements, as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**, with the User at the Primary Allocation Point as a result of which said User concludes and maintains the required relevant Connection and Transmission Agreements with the relevant Network Operator, thereby enabling the Customer to take off the Electrical Energy supplied by the Supplier at its Secondary Allocation Point. The Customer shall also bear the costs incurred in connection with the foregoing. The provisions of the 2nd sentence of this paragraph shall not apply with regard to the Customer if and insofar as the Customer under this Supply Contract takes off the supplied Electrical Energy with respect to the Primary Allocation Point and all Secondary Allocation Points in respect of the Connection.
3. The Customer shall ensure that, to enable the proper performance of the Supply Contract, it concludes and maintains the necessary Metering Contracts with the Metering Responsible Party and pays the associated costs. In addition, the Customer shall ensure that the Metering Responsible Party in relation to the Primary Allocation Point is the same as the Metering Responsible Party in respect of, if and insofar as applicable, any Secondary Allocation Point. The Customer shall also ensure that the Metering Device in respect of the Primary Allocation Point and, if and insofar as applicable, any Secondary Allocation Point, complies with all relevant legal requirements and is (technically) suitable for the proper performance of the Supply Contract. The costs in connection with the foregoing shall be borne by the Customer and the Customer shall ensure that the aforementioned Metering Device is installed in a timely and correct manner, remains in place and continues to function properly with a view to the proper performance of the Supply Contract.
4. The Supplier shall never be liable for the non-supply or inadequate supply of Electrical Energy and/or electricity by an electricity supplier other than the Supplier as the result of the failure or improper functioning of a Network other than the TenneT High-Voltage Network (Koppelnnet), a Primary Allocation Point, a Secondary Allocation Point, a Metering Device, an Installation and/or an Electrical Installation, nor as the result of the Customer's failure to comply with its obligations vis-à-vis a User, the Network Operator or the Metering Responsible Party.
5. The Customer shall ensure that where there are multiple Installations for which the Supply or any electricity supply is provided by an electricity supplier other than the Supplier, such Installations are located within a property considered to be the same property for the purposes of the Property Assessment Act (WOZ), as determined in the relevant decision in respect of said act made by the municipality in which the relevant property is located. If and insofar as such a decision has not been made, or if and insofar as the boundaries of said property with regard to the Installation(s) are disputed by the Customer, the Supplier shall determine the boundaries of said property in a reasonable manner.
6. If and insofar as Supply takes place and/or would take place in respect of a Secondary Allocation Point to which a residential function applies, the Supplier shall be entitled to suspend, interrupt, refrain from starting

and/or (immediately) terminate said Supply and/or, if and insofar as applicable, also the Supply in respect of the Primary Allocation Point as well as to set further terms and conditions therefor, without being liable for any compensation and/or other obligation.

7. In cases where a relevant Network Operator reduces or interrupts the transmission of electricity and/or Electrical Energy and in cases where the Metering Responsible Party reduces or interrupts the offtake of electricity and/or Electrical Energy, the Supplier shall be authorised to suspend the Supply and/or the exercising of Programme Responsibility, prohibit the use of Electrical Energy for specified purposes or make the Supply subject to specific terms and conditions.
8. In the event of the suspension and/or reduction of the Supply as referred to in this Article, the Supplier, the Network Operator and/or the Metering Responsible Party shall be authorised to give the Customer instructions which the Customer shall be obliged to follow.

### **Article 13 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)**

1. The amount of the Supply of Electrical Energy and the offtake thereof shall be determined using the data provided to the Supplier by the relevant Network Operator for this purpose in accordance with the relevant provisions of the Electricity Act 1998 and associated regulations.
2. If and insofar as the Supplier has not received the data referred to in paragraph 1 from the relevant Network Operator and/or Metering Responsible Party or has not received it in a timely manner, the Supplier shall determine the amount of the Supply and the offtake thereof using the data obtained by the Supplier for the purposes of exercising its Programme Responsibility over the Connection(s) in accordance with the relevant provisions of the Electricity Act 1998 and associated regulations, without prejudice to the Supplier's duty to subsequently determine the actual volume of Electrical Energy taken off using the final data provided by the Network Operator and/or Metering Responsible Party pursuant to paragraph 1.
3. Allocation of the amount of the Consumption and/or offtake of Electrical Energy relating to a period shall take place based on the validated Metering Data relating to that period, if received, on the understanding that if the received validated Metering Data do not correspond to the period in question the Supplier shall allocate the amount of the Consumption and/or offtake for or by the Connection concerned to the Consumption or offtake per period based on the validated Metering Data in its possession, the profile category and/or the Standard Annual Consumption, whereby the Supplier, if and insofar as it is necessary for the period at issue, shall have the right to allocate Consumption and/or the offtake of Electrical Energy in direct proportion to the number of days for the period at issue. With regard to Metering Data and/or (other) consumption details obtained from the Customer or requested by the Supplier from the Customer and therefore provided by the Customer, the Supplier shall be entitled, but not obliged, to use said data for the allocation of the amount of the Consumption and/or the amount of the offtake of Electrical Energy.
4. If the Supplier has not received the data referred to in paragraph 1 and/or paragraph 2 of this Article in a timely manner or if an obvious error has been made in the collection or processing of the Metering Data, the Supplier may reasonably estimate the amount of the Supply in the relevant period using the data at the disposal of the Supplier or relevant available data which may be used as a gauge for making such an estimate, without prejudice to the Supplier's duty to subsequently determine the actual volume of Electrical Energy taken off using the final data provided by the relevant Network Operator and/or Metering Responsible Party pursuant to paragraph 1.
5. If requested to do so by the Supplier, the Customer shall cooperate free of charge to enable the relevant Network Operator and/or Metering Responsible Party to provide the (accurate) data to the Supplier pursuant to paragraphs 1, 2, 3 and/or 4 of this Article. Furthermore, the Supplier shall be authorised at any time during the term of the Supply to request Metering Data and/or meter readings from the Customer and the Customer must heed such requests in a timely manner insofar as the Customer is reasonably able to do so. Further-

more, the Customer shall ensure that it makes agreements with the User as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** on the basis of which the Supplier shall be entitled to request Metering Data and other relevant data from the User and/or the Metering Responsible Party of the User if and insofar as necessary in the reasonable opinion of the Supplier for the purpose of determining the amount of the Supply and/or offtake of Electrical Energy.

6. The Customer shall not be able to derive any rights from the determination by the relevant Network Operator and/or Metering Responsible Party of the amount of the volume of Electrical Energy supplied and/or taken off under the Connection and Transmission Agreement or any other metering other than that referred to in paragraph 1.
7. The calculation of the amount of the Supply and/or of the volume of Electrical Energy taken off, pursuant to this Article, may be adapted to take account of an adjustment by the relevant Network Operator and/or Metering Responsible Party of the Metering Data it supplied pursuant to paragraph 1. In accordance with the terms and conditions of the Supply Contract, the Customer shall be obliged to pay to the Supplier the amounts owed and invoiced as the result of the aforementioned adjustment and/or correction.
8. The Customer shall be prohibited from taking actions, or causing actions to be taken, which prevent the amount of the Supply and/or offtake of Electrical Energy from being determined or accurately determined, or from creating a situation whereby the normal functioning of the Metering Device, Electrical Installation, Connection, Secondary Allocation Point and/or Installation is hindered or the Supplier's price determinations cannot be applied or accurately applied. Furthermore, the Customer shall ensure that it makes agreements with the User as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** on the basis of which the User also guarantees that the aforementioned situation(s) will not occur.
9. The Supplier shall be authorised to inspect or arrange the inspection of and/or test the Metering Device at or in respect of the Connection or, pursuant to the agreements between the Customer and User as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**, the Metering Device at an Allocation Point associated with the Connection, and the Connections/or said associated Allocation Point themselves if there is a significant difference (on a monthly basis) between the data obtained in the context of the Programme Responsibility and the data obtained in the context of the determination of the amount of the Supply and/or offtake of Electrical Energy as such determination takes place on the basis of the provisions of this Article. The Supplier and the Customer shall be authorised to inspect or arrange the inspection of and/or test the Metering Device at or in respect of the Connection or another Allocation Point associated with the Connection, as well as the Connection or said other Allocation Point itself if the relevant Party reasonably suspects that a Measuring Device or a Connection and/or any other Allocation Point associated therewith does not function or no longer functions as required by the Network Code (NetCode) and/or the Metering Code (MeetCode) and other relevant legislation for the correct and timely determination of the amount of the Supply and/or offtake of Electrical Energy at a Connection. The respective Party shall inform the other Party in writing at least 10 working days in advance about the intended inspection of the Metering Device, Connection and/or another Allocation Point associated therewith. The other Party shall be entitled to have a representative attend such an investigation and receive the results thereof.

Where the results of such an investigation show that the Metering Device or Connection and/or another Allocation Point associated therewith does not function or no longer functions as required by the Network Code (NetCode) and/or the Metering Code (MeetCode) and other relevant legislation for the correct and timely determination of the amount of the Supply and/or offtake of Electrical Energy at a Connection, the costs incurred by the investigation/testing shall be borne by the Customer. Where the results of such an investigation show that the Metering Device or Connection and/or an Allocation Point associated therewith function correctly in the context of the foregoing, the costs incurred by the investigation/testing shall be borne by the Party that commissioned such a test/investigation.

A test/investigation as referred to in this connection must be conducted by a company that is properly certified for this purpose.

Where the results of such an investigation show that the Metering Device or Connection and/or another Allocation Point associated therewith does not function or no longer functions as required by the Network Code (NetCode) and/or the Metering Code (MeetCode) and other relevant legislation for the correct and timely determination of the amount of the Supply and/or offtake of Electrical Energy at a Connection, then the Supplier may reasonably estimate the amount of the Supply and/or offtake of Electrical Energy at a Connection during the relevant period in which the Metering Device and/or Connection is deemed by the Supplier not to have functioned correctly using the data at the disposal of the Supplier or relevant available data which may be used as a gauge for making such an estimate.

#### **Article 14 (Continuity of Supply)**

In principle the Supply shall take place continuously. The continuity of supply of the Electrical Energy provided by the Supplier to the Connection at the Supply Point is the responsibility of the relevant Network Operator(s) and, where the supply takes place at a Secondary Allocation Point, also under the responsibility of the Customer and in both cases shall be at the Customer's risk unless otherwise specified in the Supply Contract and/or these General Terms and Conditions. The Supplier shall not be responsible for the aforementioned continuity. The Supplier shall not be liable to the Customer for any damage arising from the interruption or reduction of supply by the relevant Network Operator, User, Metering Responsible Party or as the result of a fault in the Electrical Installation, Metering Device, Installation or Connection, including any other Allocation Point associated therewith.

#### **Article 15 (Indemnification for and (Tax) Implications of Redelivery)**

1. In the event of redelivery ("*doorlevering*") by the Customer to one or more third parties of the Electrical Energy supplied by the Supplier at one or more of the Customer's Connections, the Customer shall indemnify the Supplier against all claims by said third parties of any kind whatsoever as well as associated costs and interest.
2. Insofar as the Customer supplies to third parties the Electrical Energy supplied to it by the Supplier, the Customer shall indemnify the Supplier against third-party claims for damage, losses or costs incurred by said third party in connection with the aforementioned redelivery and also in the case of force majeure.
3. If the Customer wishes to qualify for an exemption from the energy tax and/or sustainable energy tax associated with redelivery, it must, in observance of **Article 8 (Taxes, Levies and Surcharges)**, have the correct onward supply declaration within the meaning of the Environmental Taxes Act (Wet Belastingen op Milieugrondslag) for every calendar year of the Supply Contract. Furthermore, the Customer must have provided said correct onward supply declaration to the Supplier, at the Customer's expense and risk, in a timely and correct manner, for each year that the Customer wishes to qualify for the aforementioned exemption.

#### **Article 16 (Relocation)**

1. In the event that the Customer, a Connection and/or another Allocation Point associated therewith relocates, the Supply Contract shall remain in force and the Supplier shall be entitled to charge all costs and/or damages in connection with the foregoing to the Customer and the Customer must pay said costs and/or damages in accordance with the terms of the Supply Contract.
2. In connection with the foregoing, the Customer must contact the Supplier, as well as any other relevant third party such as the relevant Network Operator and Metering Responsible Party for a Connection and, if and insofar as applicable, User(s), in a timely manner to enable the Parties to take and complete the necessary steps to enable the foregoing to take place in a timely and correct manner and the proper continuation of the Supply Contract to occur.

**Article 17 (Force majeure)**

1. In connection with the actual and/or agreed Supply by the Supplier for the Connections, the Parties shall be entitled to invoke force majeure if a situation arises as referred to in Article 6:75 of the Dutch Civil Code (BW). This shall in any event include the unavailability of the TenneT High-Voltage Network (Koppelnet) (220/380 kV).
2. If Supply is temporarily impossible due to force majeure, the Parties' obligations as regards Supply and the offtake thereof respectively shall be suspended for the duration of the force majeure in proportion to the force majeure. Furthermore, in the event of force majeure the Supplier shall never be obliged to supply (subsequently) a volume of Electrical Energy desired by the Customer and/or not consumed owing to such an occurrence. Any Specifications of the Customer that may be associated with the Supply shall and/or may be adapted by the Supplier on the basis of its reasonable opinion according to the duration and degree of the force majeure.
3. The Parties shall not be entitled to any advantage that the other Party may enjoy as a result of force majeure.
4. If the situation of force majeure has lasted for at least three consecutive months, the Parties shall have the right to terminate the Supply Contract in writing, either in full or in part, taking account of the terms and conditions of the Supply Contract. In the event of such a termination and if and insofar as the Supplier, as the result of such a termination, suffers any disadvantage from selling the remainder of the Consumption on the relevant wholesale market of its choice, the Customer shall compensate the Supplier for a negative MtM.
5. Force majeure on the Supplier's part shall in any event include the interruption or reduction of Supply as the result of any interruption and/or reduction in the Network and/or connection(s) between a Connection and any other Allocation Point associated with the Connection as well as any case of interruption or reduction of Supply as the result of legal or other actions by a Network Operator in the performance of transmission and/or legal or other actions by the Metering Responsible Party, as well as a circumstance of force majeure affecting the relevant Network Operators, Metering Responsible Parties, producers, the Customer, the User and Programme Responsible Parties on whom the Supplier is dependent for the performance of the Supply Contract.
6. Force majeure cannot be invoked by a Party which:
  - a. fails to meet its obligations under the Supply Contract through its own fault or partly its own fault;
  - b. fails to meet a payment obligation;
  - c. fails to meet the obligation to provide requested information, unless otherwise specified in the Supply Contract, or unless otherwise specified by law, a decision by a competent authority and/or a legal ruling.
7. The Parties shall inform each other as soon as possible about a situation of force majeure. The Parties shall:
  - a. do everything that is reasonably possible to prevent and minimise the consequences of non-performance due to force majeure;
  - b. do everything possible to resume performance as efficiently as possible once the force majeure has ended;
  - c. fulfil all agreed obligations as normally as possible during the force majeure.
8. Unless otherwise agreed, the Parties shall in no way be liable for any damage incurred, irrespective of its nature and scope, as a result of their force majeure.
9. In the event that a Customer makes use of the option of multiple electricity suppliers alongside the Supplier at or with regard to a Connection, a force majeure situation and/or a situation where force majeure is invoked by the Customer in the relationship with said other electricity supplier or a situation where force majeure is invoked by said electricity supplier, no force majeure or situation where force majeure is invoked shall give rise to force majeure under the Supply Contract, unless such a force majeure situation also qualifies as force majeure under the Supply Contract.
10. In the event that a User and/or an electricity supplier of the User other than the Supplier invokes force majeure, force majeure shall not be applied or invoked for the Customer under the Supply Contract, unless such a force majeure situation also qualifies as force majeure under the Supply Contract.

## Article 18 (Liability)

1. The Supplier shall never be liable to the Customer for extra-contractual damage or for damage arising as the result of a failure in or an interruption or reduction of the Supply or any other obligation of the Supplier under the Supply Contract, nor for any act or omission in connection therewith on the part of the Supplier, its employees or subordinates or of non-subordinates. Following a failure in or an interruption or reduction of the Supply, the Supplier shall never be liable for the (subsequent) supply of a volume of Electrical Energy desired by the Customer and/or not consumed as the result of such an interruption.
2. The previous paragraph shall not apply in the case of direct damage which is directly attributable to intentional default or gross negligence on the part of the Supplier, its senior management or its managers. If and insofar as liability for damages vis-à-vis the Customer arises on the basis of these General Terms and Conditions, damage to persons and/or goods shall only be payable up to the sum per Customer of €100,000 per incident and up to a maximum of €200,000 per year calculated from the start of Supply, irrespective of the number of Connections per Customer and/or the number of incidents. In the event that the Supplier has one Supply Contract with more than one Customer simultaneously, or in the event that the Supplier under a (framework) agreement has individual or non-individual Supply Contracts with a number or group of Customers as specified in said agreement, the aforementioned maximum sums shall apply pro rata to the number of Customers contracted in this way, irrespective of the number of Connections per Customer.
3. Under no circumstances shall the Supplier be obliged to pay compensation for any indirect damage, including consequential damage, non-material damage, loss of profits or revenues or environmental damage.
4. Except in the case of intentional default or gross negligence on the part of the Supplier, its senior management or its managers:
  - a. the Customer shall indemnify the Supplier against all claims by third parties, including any User and the electricity supplier of said User, on any grounds whatsoever, for the compensation of damage, costs or interest, in relation to the Supply Agreement;
  - b. the Supplier shall never be obliged to pay compensation for damage caused by an act or omission on the part of any third party, including any User and the electricity supplier of said User, or a third party engaged by the Supplier, including an agent, or an item of property used by the Supplier.In the event that the Supplier must pay compensation for damage pursuant to this paragraph, the limitations set out in paragraph 2 and/or 3 of this Article shall equally apply.
5. The Customer shall indemnify the Supplier against all claims and shall compensate it for damage in the event that the Supplier has suffered damage as the result of:
  - a. a shortcoming in the Customer's fulfilment of its Connection and Transmission Agreement and/or Metering Contract and/or an unlawful act or omission by the Customer with respect to the relevant Network Operator and/or Metering Responsible Party;
  - b. the non-entry into force of the Connection and Transmission Agreement and/or the Metering Contract at the time of the agreed start of the Supply;
  - c. the non-entry into force at the time of the agreed start of the Supply, if and insofar as necessary, of agreements between the Customer and the User or any other relevant third party, as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**;
  - d. a shortcoming in the Customer's fulfilment of the agreements referred to in sub-paragraph c and/or an unlawful act or omission by the Customer with respect to the relevant Network Operator or relevant third parties, such as the Metering Responsible Party and the User, in the context of the situation referred to in sub-paragraph c.
6. The Supplier shall not be liable for:
  - a. non-fulfilment by the Network Operator or Metering Responsible Party of its obligations arising from the Connection and Transmission Agreement or the Metering Contract or any other of its obligations;

- b. any failing that affects all or a substantial part of the electricity generation or transmission, including transmission over a connection between a Primary Allocation Point and any Secondary Allocation Point, one of which in any event qualifies as a Connection, or of a Metering Device, an Electrical Installation, a Connection and/or an Installation;
  - c. any shortcoming in the fulfilment of the agreements referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** between the User and the Customer.
7. Each Party shall pay for its own insurance (if and insofar as that Party has such insurance) covering its obligations under the Supply Contract. Insurance payments made to a Party shall not be regarded as compensation for damages as a result of liability pursuant to this Article nor as an acknowledgement of liability. Under the agreements referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** between the User and the Customer, the Customer shall guarantee that the User or the electricity supplier of the User is, at its own expense, adequately insured in connection with the electricity supply taking place between them and/or the intended electricity supply between them, and that the User properly fulfils its agreements as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** with the Customer.
8. A claim for compensation must be lodged with the Supplier in writing within twelve months of the time when the Customer discovered the damage or could reasonably have done so, failing which the right to compensation shall lapse.
9. If and insofar as Supply takes place under this Supply Contract for more than one (1) Customer, said Customers shall be jointly and severally liable in the event of an attributable failure to fulfil one or more of their obligations arising from and/or in connection with the Supply Contract and/or the actual performance of the Supply and/or Programme Responsibility by the Supplier.
10. Use by the Supplier of its (legal) right or the failure to do so in connection with the Supply Contract and/or these General Terms and Conditions shall never give rise to liability on the part of the Supplier and/or an obligation by the Supplier to pay compensation for any damage that may occur as a result of said action and/or omission; nor shall the foregoing give rise to any other obligation on the part of the Supplier.

#### **Article 19 (Interruption of the Supply Due to Non-Fulfilment)**

1. If and for as long as the Customer is in breach of an obligation under the Supply Contract, the Supplier, without prejudice to any other rights of the Supplier, shall be authorised to interrupt and/or reduce the Supply and/or set further terms and conditions for the continuation thereof after at least five (5) working days (in so far as this is reasonably possible) after sending a prior written warning.
2. Should the Supplier exercise its power under paragraph 1 of this Article, the Supplier shall be authorised, after ten (10) working days after the period stated in paragraph 1, if and insofar as the Customer is still in breach of its obligation, to launch the disconnection procedure after sending a second written warning.
3. The interruption of Supply referred to in this Article or the launch of the disconnection procedure shall only be reversed if and when the reason therefor has been removed and the costs incurred by the Supplier in interrupting, disconnecting and resuming the Supply, as well as any damage incurred by the Supplier in connection therewith, have been paid in full by or on behalf of the Customer. The Supplier may make resumption of the Supply subject to additional terms and conditions.
4. If and insofar as the electricity supplier of a User other than the Supplier at a Primary Allocation Point reduces, interrupts and/or suspends its electricity supply and/or sets further terms and conditions for the continuation thereof, or if the relevant Network Operator, the relevant Metering Responsible Party and/or the competent authority gives reason to do so in the reasonable opinion of the Supplier, the Supplier shall be entitled to reduce and/or suspend its Supply (in whole or in part) and/or set further terms and conditions for the continuation thereof. Use of the Supplier's aforementioned power may not give rise to any liability nor any other obligation on the part of the Supplier.
5. Supplier is entitled to charge the Customer with a negative MtM value in relation with any end of



Supply, in the event the end of Supply is the result of an attributable failure of the Customer under the Supply Contract, is the result of any unlawful conduct and/or omission of the Customer and/or any premature termination of the Supply Period agreed between the Parties. Furthermore, Supplier is entitled to charge Customer administration and also handling fees in relation with the foregoing. The negative MtM value may relate to Electrical Energy as well as Guarantees of Origin and/or Certificates of Origin. The Supplier determines the negative MtM value on the basis of the calculation Supplier uses in this respect. When charging the negative MtM value to the Customer, Supplier provides the Customer with insight into the calculation of the negative MtM value for Supplier. The charging of the negative MtM value is without prejudice to other rights (to compensation) of Supplier under the Supply Contract.

#### **Article 20 (Termination, Suspension of Payment and Bankruptcy)**

1. If a Party fails to fulfil any one of its obligations under the Supply Contract appropriately, within a set time period or in an otherwise timely manner, said Party shall be in default and the other Party shall be entitled, after formal notice or a judicial intervention, unless otherwise agreed, to fully or partially terminate the Supply Contract and agreements directly related thereto.
2. In the event that paragraph 1 of this Article applies to the Customer, the Customer shall be in default without formal notice or judicial intervention in the event that it fails to fulfil:
  - a. a payment obligation under the Supply Contract in a correct and/or timely manner;
  - b. its offtake obligation with respect to the supplied Electrical Energy in a correct or timely manner, except in cases of force majeure as specified in **article 17 (Force Majeure)**;
  - c. its obligations under **article 12 (Electrical Installation, Connection, and Interruption and Limitation of Supply)**;
  - d. its obligations under **article 10 (Security)**.
3. The provisions of paragraph 2 shall apply without prejudice to the rights of the Supplier under any agreement with the Customer and without the Supplier being obliged to pay any compensation.
4. In the event of (even temporary) suspension of payment, bankruptcy, closure or liquidation of the Customer's business, the Customer shall inform the Supplier thereof immediately in writing. Furthermore, in the aforementioned cases **article 10 paragraph 4 (Security)** shall apply in full and, after application thereof, the Supplier shall also be entitled, without the need for formal notice, to suspend or terminate performance of the relevant Supply Contract(s). This shall be without prejudice to the rights of the Supplier under any agreement with the Customer and without the Supplier being obliged to pay any compensation.
5. In the event of an occurrence of the type referred to in paragraphs 2, 3 and/or 4 of this Article, all claims of the Supplier on the Customer under the Supply Contract or any other agreement(s) shall be immediately payable in full. In such a case the Supplier shall also be entitled to offset any claim against any debt to the Customer, whether due or not.
6. In the event that the Customer makes use of the option of multiple suppliers at or with regard to a Connection, the Customer must inform the Supplier in writing immediately if its other electricity supplier holds it to account for an attributable failure to fulfil its obligations under its agreement with that other electricity supplier. On the basis of the information obtained, the Supplier shall be entitled to suspend, reduce and/or suspend the Supply and/or the Supply Contract in whole or in part and/or set and/or terminate further conditions for the continuation thereof. The Supplier shall be entitled to use the aforementioned power with immediate effect without further formal notice being required first, unless the Supplier considers this to be unreasonable. In that case, the Supplier shall first send a further formal notice to the Customer indicating a grace period of at least five (5) working days.
7. Under the agreements referred to in **article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)** the Customer must ensure that the Supplier is informed in a timely and correct manner in the event that the User or an electricity supplier of the User other than the Supplier do not fulfil their respective obligations in a correct and timely manner under

their agreement. On the basis of the information thus obtained, the Supplier shall be entitled, if it considers there to be reasonable grounds to do so, to reduce, suspend, interrupt and/or terminate its Supply to the Customer (in whole or in part) and/or set further terms and conditions for the continuation thereof. The Supplier shall be entitled to use the aforementioned power only after having informed the Customer in writing of its intention and provided the Customer with a grace period of at least five (5) working days. If and insofar as, in the reasonable opinion of the Supplier, the situation has not been rectified after the expiry of the aforementioned period, the Supplier shall be entitled to exercise the aforementioned power after sending a further formal notice indicating a grace period of at least five (5) working days.

8. The applicability of Article 6:278 paragraphs 1 and 2 of the Dutch Civil Code (BW) is expressly excluded if the Supplier rescinds any Supply Contract with the Customer or any other grounds for undoing an agreement arise within the meaning of Article 6:278 paragraph 2 of the Dutch Civil Code. As a consequence of the previous sentence, the Supplier shall not be obliged to make additional payment to restore the original value ratio in the event that the value for the Supplier of the already implemented Supply Contract at the time of the termination has become more favourable.

#### **Article 21 (Transfer of Rights and Obligations)**

1. The Supplier shall be permitted to transfer, partially or otherwise, the rights and obligations contained in the Supply Contract with the Customer to third parties. In the event that obligations of the Supplier are transferred, the Supplier must inform the Customer of this fact in advance.
2. The Customer shall not be entitled to transfer its rights and/or obligations under a Supply Contract to any third party without the prior written consent of the Supplier, which consent shall not be unreasonably withheld.
3. If the Customer's legal form is changed to a different legal form, if the Customer legally merges with another company or splits or hives off (a part of) its business into a different legal entity, if the Customer transfers (a part of) its business to another, or if the (administrative) ownership of the Customer's business or a part of the Customer's business changes, the Customer shall be obliged to inform the Supplier of this fact in advance in writing. In the event of a transfer of (a part of) the business as referred to above, the Customer shall have an obligation to the Supplier to transfer the Supply Contract to the new business insofar as the latter will carry on its operations at the same Connection and/or Secondary Allocation Point. Furthermore, in the last-mentioned case above the Customer shall be obliged to continue the Supply Contract fully and completely. The Supplier shall be entitled to make its approval of such a transfer or change of (administrative) ownership subject to terms and conditions, including the provision of security or additional security. The Supplier shall also be entitled to terminate the Supply Contract in the aforementioned cases without formal notice or judicial intervention, without the Supplier being obliged to pay any compensation.
4. The Supply Contract shall remain in force if the Supplier's legal form is changed to a different legal form, if the Supplier legally merges with another company or splits or hives off its business into a different legal entity, or if the Supplier transfers its business to another party.

#### **Article 22 (Confidentiality)**

The Customer and Supplier undertake, from the commencement of negotiations relating to the Supply Contract as well as for the term of the Supply Contract and for a period of 2 years after the end of the Supply Contract and/or the Supply, to:

- a. keep secret any and all information provided by one Party to the other before and after conclusion of the Supply Contract, other than generally known information;
- b. use such information solely for the purpose the purpose for which the information was provided to them, in connection with which third parties may be engaged if and in so far as said third parties are bound by the same duty of confidentiality as set out herein;

- c. not make said information available or known to third parties in any way whatsoever, except with the prior written consent of the other Party or unless required to do by a legal court provision, legal ruling or decision of a competent authority.

### Article 23 (Privacy and Sustainable Development)

1. By signing the Supply Contract and/or the actual consumption of Supply the Customer subscribes to the Supplier codes of conduct regarding established rules on sustainable development and social responsibility as designed in the "Ethics of Business Relationships: Governing Principles" version May 2013 and/or in the renewed and/or adapted future similar charters (as available on the Supplier's website via <https://www.engie.com/en/group/ethics-and-compliance/principles-and-commitments>).
2. In particular, but not exclusively, the Customer complies, as well as the third parties employed by him for the purposes of the execution of the Supply Contract (i) not to make use of child labour, slave labour, prisoner labour or any other form of forced or involuntary labour, (ii) to refrain from unauthorised commercial practices, to refrain from violating boycott measures issued by the Netherlands, the EU and/or the UN as well as anti-corruption measures, (iii) to refrain from any form of discrimination within his company or against subcontractors and its (hired) staff and (iv) undertakes to show respect for the environment in the design, manufacture, use and disposal or recycling of goods, as well as the use of the Electrical Energy supplied and (v) undertakes to ensure, in particular, compliance with safety and health protection requirements when carrying out its (business) activities, in particular to ensure proper compliance with safety and health protection requirements, including working time legislation, as well as (vi) obligations to comply with competition law and anti-money laundering legislation.
3. If Supplier, on reasonable grounds, suspects any fail by the Customer to fulfil any one of its obligations as referred to in this Article, Supplier is entitled to ask clarification, information and explanation at any time of the Customers' suspected fail(s). At first request the Customer shall provide the requested information, limited to the Customers' business activity over a period up to the past three years (calculated from the moment request of the information) and supported by the necessary evidence, to the Supplier and complies with the required accuracy and completeness and within the shortest time frame possible.
4. If in the opinion of Supplier the Customer fails to comply with the provisions of this Article, this will be considered as an attributable shortcoming in the fulfilment of its obligations towards Supplier. In such event Supplier may, at the expense of the Customer, depending on the situation and wholly at Supplier's own discretion, have an independent investigation carried out and/or(ii) request the Customer to take reasonable and proportionate measures in order to comply with the provisions of this Article and/or (iii) **Article 20 (Termination, Suspension of Payment and Bankruptcy)** within the specified time limit.
5. Each Party shall process "Personal Data", within the meaning of the General Data Protection Regulation 2016/679/EU and associated regulation, obtained under the Supply Contract in accordance with the provisions of the General Data Protection Regulation 2016/679/EU and associated regulation. If and to the extent that a Party is not itself the "Responsible", "Processor", "Third Party" and/or "Recipient" of "Personal Data" within the meaning of the General Data Protection Regulation 2016/679/EU and associated regulation, this Party will ensure that these third parties comply with the provisions of the General Data Protection Regulation 2016/679/EU and associated regulation, whereby the respective Party accepts liability in accordance with the provisions of the Supply Contract and these Terms and Conditions in the event that such third parties does not comply with the provisions of the General Data Protection Regulation 2016/679/EU and associated regulation.
6. If and to the extent a Party does not already have "Personal Data", as referred to in paragraph 5 of this Article, of the other Party may possess and/or dispose under the Supply Contract or within the

pre-contractual stage, that Party and/or third party engaged by that Party shall only have and/or have such "Personal Data" of the other Party disposed of and/or (have) processed if one or more grounds for this purpose is provided a basis for this purpose as set out in the General Data Protection Regulation 2016/679/EU and associated regulations.

#### **Article 24 (Applicable Law and Dispute Resolution)**

1. These General Terms and Conditions, the Supply Contract, the Supply and the exercising of Programme Responsibility shall only be subject to Dutch law.
2. Unless prescribed otherwise by mandatory national or international rules of law, all disputes between the Supplier and the Customer shall be submitted to the competent court in Zwolle.

### **ADDITIONAL GENERAL TERMS AND CONDITIONS FOR KV CONNECTIONS**

#### **Article 25 (Provision of Metering Data for KV Connections)**

1. In the event of a Move-in, Move-out, Switch or the end of Supply or invoicing, the Supplier shall have the right, in the case of a Customer with a KV (i.e. small-consumption) Connection and/or a Secondary Allocation Point with those characteristics, to request said Customer to provide it with the Metering Data relating to said Move-in, Move-out, Switch, end of Supply or invoicing.
2. If and insofar as the Supplier makes such a request to the Customer, the Customer must ensure, at its own expense and no later than the 10th calendar day after the Move-in, Move-out, Switch or end of Supply, that the Supplier is aware of the Metering Data and can reasonably process said Metering Data in order to determine the amount of the Supply.
3. If the Supplier is aware of the Metering Data pursuant to the foregoing, it shall check said Metering Data. If and insofar as the check reveals that the Metering Data cannot reasonably be deemed to offer a basis for determining the amount of the Supply, the Supplier shall notify the Customer accordingly and give the Customer a grace period within which the Customer must provide Metering Data deemed to provide an adequate basis for determining the amount of the Supply.
4. The Supplier may send the Metering Data furnished to it pursuant to the foregoing to the relevant Network Operator in a timely manner if and insofar as the characteristics of a KV Connection, including a Secondary Allocation Point with those characteristics, require this. Said relevant Network Operator shall validate the Metering Data for the purposes of determining the amount of the Supply. Furthermore, the Network Operator shall inform the Supplier whether it considers the Metering Data received to be sufficiently accurate to serve as a basis for determining the amount of the Supply.
5. If and insofar as the relevant Network Operator deems the Metering Data furnished to it by the Supplier pursuant to the previous paragraph to be insufficiently accurate for the required validation, the Network Operator shall have the right to estimate the amount of the Supply as it sees fit.
6. If and insofar as the Customer has failed to ensure that the Supplier is aware of the Metering Data in a timely manner, the Supplier shall be authorised to estimate the amount of the Supply using the relevant data at its disposal, without being obliged to adjust said estimate if and insofar as it receives accurate Metering Data from the Customer.
7. Notwithstanding the foregoing in this Article, the Supplier shall have the right to adjust and/or estimate the determination of the amount of the Supply if and insofar as data obtained by it provide reasonable grounds for doing so.
8. The Supplier shall not be held responsible and/or liable for Metering Data determined by the relevant Network Operator in the event of a KV Connection, including a Secondary Allocation Point with those

characteristics, being put into service, taken out of service or removed and/or in the event of the Metering Device at a KV Connection, including a Secondary Allocation Point with those characteristics, being exchanged or altered. Furthermore, the Supplier shall not be held responsible for and/or liable in connection with physical meter reading.

#### **Article 26 (Periodic Indicative Consumption and Cost Feedback for KV Connections)**

1. If a Customer having the status of a small business consumer within the meaning of the Electricity Act 1998 and associated regulations possesses a remotely readable Metering Device which is operating as such and is therefore being read remotely, the Supplier shall provide, once per calendar month per calendar year for the term of the Supply Contract, indicative consumption feedback as well as indicative cost feedback. If and insofar as such a Customer no longer wishes to receive said feedback each calendar year or wishes to receive them less frequently, it must notify the Supplier accordingly in writing, including by e-mail.
2. The desired frequency as indicated in a change request pursuant to paragraph 1 shall take effect once the Supplier has received the request, even if the desired frequency has not yet been reached in the calendar year. If and insofar as the desired frequency per calendar year has already been reached or exceeded at the time that the aforementioned request is received, the desired frequency shall take effect from the start of the following calendar year.
3. If a Customer having the status of a small business consumer within the meaning of the Electricity Act 1998 and associated regulations possesses a Metering device that cannot be read remotely and/or a remotely readable meter that is not operating as such and is not therefore being read remotely, the Supplier shall provide indicative consumption feedback as well as indicative cost feedback once per calendar month per calendar year for the term of the Supply Contract. The aforementioned feedback may be sent to said Customer separately from a monthly invoice or any other invoice.
4. The aforementioned indicative feedback is not an invoice and shall not and cannot be used for invoicing purposes or for determining the amount of the volume of Electrical Energy taken off. In the event that the indicative feedback relates to a meter that cannot be read remotely, it will usually show the indicative consumption and possible costs for the duration of the period for which a final settlement (as opposed to an estimated bill) has been made. In the event that the indicative feedback relates to a remotely readable meter, it will usually show the indicative consumption and possible costs for the duration of the period determined by the Supplier based on the Customer's choice regarding the amount of feedback it wishes to receive pursuant to paragraph 1 of this Article.
5. Using the data obtained from the relevant Network Operator, the Supplier shall determine which characteristics the aforementioned Customer's Metering Device possesses. In the event that the Supplier does not possess or has not obtained this data, the Supplier shall not provide the aforementioned feedback unless the aforementioned Customer demonstrates to the Supplier which characteristics the relevant Metering Device possesses and the Supplier is also able, in good time, to obtain the (accurate) data needed to compile the feedback.
6. Changes to the characteristics of the Metering Device shall be notified by the aforementioned Customer to the Supplier in writing, including by e-mail. Using this information, the Supplier shall apply the provisions of this Article if and insofar as it is able to do so in a correct and timely manner based on the communications of relevance to this Article under the Electricity Act 1998 and associated regulations.
7. Historic consumption feedback shall only be included in the indicative feedback if and insofar as the Supplier is able to provide this using the relevant data.

8. If and insofar as the address of the relevant Connection, including a Secondary Allocation Point, is not the same as the address to which invoices relating to said Connection, including a Secondary Allocation Point, are sent, the Supplier shall only send the feedback to the invoicing address.

#### **Article 27 (Connection and Transmission Agreement for KV Connections)**

1. Prior to the commencement of the Supply Period the Customer shall conclude (a) Connection and Transmission Agreement(s) with the relevant Regional Network Operator(s) for the Connection(s), insofar as it relates/they relate to (a) Primary Allocation Point(s), for the transmission of Electrical Energy. If and insofar as the Customer also has one or more KV Connection(s), specifically (a) Primary Allocation Point(s), it shall inform the Supplier of this fact in writing in good time before concluding the Supply Contract. In such a case, the Supplier shall provide the Customer with a Connection and Transmission Agreement relating to said KV Connection(s), insofar as it relates/they relate to (a) Primary Allocation Point(s), if and insofar as the Customer is not already in possession of such a Connection and Transmission Agreement. Furthermore, the Supplier shall inform the Customer when providing the Connection and Transmission Agreement for a KV Connection, insofar as it relates to (a) Primary Allocation Point(s), which tariffs the Customer shall be required to pay to the relevant Network Operator in connection with the Connection and Transmission Agreement. It is the duty of the relevant Network Operator and therefore not of the Supplier to inform the Customer in a timely and correct manner about changes to and/or in respect of the terms and conditions of the Connection and Transmission Agreement for a KV Connection and/or in relation to the aforementioned tariffs, including (changes to) the capacity tariff. The Supplier shall have no responsibility whatsoever with regard to the foregoing and cannot be held liable for any negligence connected therewith.
2. Actual Supply to the KV Connection(s) under the Supply Contract shall be subject to the condition precedent that the Customer has met its obligations concerning KV Connections in the Supply Contract and that the Supplier is in possession of a Connection and Transmission Agreement duly signed by the Customer insofar as the KV Connection relates to a Primary Allocation Point or, where the KV Connection relates to a Secondary Allocation Point, the Customer is in possession, in good time, of agreements with the User as referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**. In the event that the Supplier suspends Supply on the basis of the foregoing, it shall be entitled to charge the Customer for the Consumption, or a proportion thereof commensurate with the duration of the suspension, based on the price agreed in the Supply Contract, plus any costs and/or (contractual) penalties arising from the aforementioned situation.
3. If and insofar as Supply takes place with respect to (a) KV Connection(s), insofar as it relates/they relate to a Secondary Allocation Point, the Customer shall guarantee that, on the basis of the agreements referred to in **Article 2 paragraph 3 (Applicability, Order of Precedence, Validity of the General Terms and Conditions)**, it is in possession of a copy of the Connection and Transmission Agreement between the User and the relevant Network Operator.

#### **Article 28 (Connection and Transmission Agreement and Other Costs Relating to KV Connections and Invoicing Thereof)**

1. If and insofar as the Customer also has one or more KV Connections, the Supplier shall, when the KV Connection(s) relate/relates to a Primary Allocation Point, or the Supplier shall be entitled, when the KV Connection(s) relate/relates to a Secondary Allocation Point with respect to said KV Connection(s), without prejudice to the applicability of **article 7 (Price)** of these General Terms and Conditions, charge the Customer the following amounts for said KV Connection(s) by means of a specific invoice: Costs for the connection and transmission services of the Regional Network Operator(s) insofar as said connection and transmission services are periodic in nature, whereby

said costs shall be based on the capacity tariff applied by the Regional Network Operator for the KV Connection(s) in question, including changes thereto during the term of the Supply Contract.

2. The payment by or on behalf of the Customer of the amounts referred to in paragraph 1 of this Article to the Supplier shall be made, in principle, by way of a release payment, if and as long as no relevant adjustments are charged for by the Supplier and/or relevant Regional Network Operator. Payment of the amounts referred to in paragraph 1 of this Article by or on behalf of the Customer directly to the relevant Regional Network Operator shall not relieve the Customer of the obligation to pay to the Supplier in full the amounts charged to it by the Supplier under paragraph 1.
3. If and insofar as the Customer has questions and/or complaints regarding the costs referred to in paragraph 1, it can contact the Supplier and the Supplier shall endeavour to provide an appropriate answer or solution. Notwithstanding the foregoing, the relevant Regional Network Operator shall remain ultimately responsible for providing the appropriate answer or solution and the Supplier cannot be held responsible and/or liable therefor.

#### **Article 29 (Metering Device, Metering Responsibility and Metering Services for KV Connections)**

1. If and insofar as the Customer also has one or more KV Connections, it shall inform the Supplier of this fact in writing in good time before concluding the Supply Contract to enable the Supplier to collect and validate the Metering Data in order to determine the amount of the volume of Electrical Energy taken off, without prejudice to the Supplier's right to adapt the amount thus determined based on the Metering Data obtained from the relevant Network Operator and/or relevant Metering Responsible Party or Metering (Services) Company, in connection with the Supply Contract, and/or other relevant data available to the Supplier or estimates and/or allocations carried out.
2. Unless otherwise agreed in writing between the Customer and Supplier, by signing the Supply Contract the Customer expressly agrees that, for the purposes of the data exchange as referred to in these General Terms and Conditions in relation to KV Connections, including the Secondary Allocation Point(s) with those characteristics, it shall use the Metering (Services) Company used by the Supplier. With regard to the foregoing, the Supplier shall be entitled to charge costs to the Customer. If and in so far as the aforementioned Customer does not wish to use the aforementioned Metering (Services) Company, the Customer must, before concluding the Supply Contract and for the proper performance thereof, engage at its own expense a Metering (Services) Company that is able to communicate in a timely and correct manner with the Supplier's Metering (Services) Company throughout the duration of the Supply for the purposes of data exchange, as referred to in these General Terms and Conditions in relation to KV Connections, including the Secondary Allocation Point(s) with those characteristics. If and insofar as the latter stipulation has not taken place, the Supplier shall be entitled to suspend conclusion of the Supply Contract or the performance thereof, including the Supply, without being required to pay compensation or incurring any other obligation as a result.
3. If and insofar as the Customer also has one or more KV Connections, including the Secondary Allocation Point(s) with those characteristics, the Customer must ensure, before concluding the Supply Contract and for the proper performance thereof, if and insofar as is necessary, that the Metering Company of the relevant Regional Network Operator, which shall also be assumed to exercise Metering Responsibility for the relevant KV connection(s), including the Secondary Allocation Point(s) with those characteristics, is able to communicate in a timely and correct manner with the Supplier throughout the duration of the Supply in order to determine the amount of the volume of Electrical Energy taken off.
4. By signing the Supply Contract the Parties agree that, if and insofar as the Customer also has one or more KV Connections, including the Secondary Allocation Point(s) with those characteristics, the Supplier shall be entitled to use the Contract End Data Register system. If and insofar as necessary the Customer shall provide the Supplier with the necessary cooperation and data in connection with

the foregoing. If and insofar as necessary, it shall be assumed in such a case that the Supplier, by virtue of the Parties signing the Supply Contract, is duly authorised to use the Contract End Register in the interests of the proper performance of the Supply Contract. Any act or omission of the Supplier in connection with the foregoing cannot give rise to any requirement on the Supplier's part to pay compensation to the Customer nor to any other obligation in connection therewith, unless the Supplier is liable under the terms of **article 18 (Liability)**.

## **ADDITIONAL TERMS AND CONDITIONS FOR ONLINE SERVICES AND PRODUCTS**

### **Article 30 (Online Services and Products and other Mobile Applications)**

1. In the context of a Supply Contract already concluded with the Customer, the fact that the Supplier is registered as supplier and/or Programme Responsible Party for a connection, including any Secondary Allocation Point, in the Connection Register of the relevant Network Operator and/or in the context of the submission of an offer for a Supply Contract to the (Intended) Customer as referred to in **Article 3 (Offers and Formation of the Contract)**, the Supplier shall be entitled to, whether or not by engaging third parties contracted for this purpose by the Supplier, offer and/or provide the (Intended) Customer with services and/or products via online and/or other (mobile) (Internet) applications. Such products and/or services shall not have an independent character, shall always form part of the Supply Contract and may only constitute a further interpretation of, addition to and/or extension of the Supply Contract.
2. If and insofar as the provisions of paragraph 1 are not complied with in the reasonable opinion of the Supplier, the Supplier shall be entitled to refrain from starting, suspend, reduce and/or terminate the supply of the service and/or product and/or set further terms and conditions for the continuation thereof. Use of said power by the Supplier may not give rise to any obligation to pay compensation or other obligation on the part of the Supplier.
3. In the event that the (Intended) Customer wishes to use (or start using) and/or uses services and/or products offered and/or provided by the Supplier via online and/or other (mobile) (Internet) applications, the (Intended) Customer shall ensure that it has, at its own expense, a fully functioning Internet connection and/or any other (mobile) connection, and maintains said connection(s) for the agreed duration with regard to the products and/or services to be supplied. In this regard, the Supplier shall not be held liable and shall not accept any liability whatsoever for this unless it can be held liable under **article 18 (Liability)**. Furthermore, the (Intended) Customer shall indemnify the Supplier against all costs and/or claims from third parties in connection with the foregoing.



4. The Supplier shall endeavour and strive to ensure that its websites and other (mobile) (digital) (data) applications and associated (peripheral) equipment, (digital and analogue) connections and networks managed by the Supplier as well as software function without interruptions as far as possible. Nevertheless, the Supplier cannot guarantee the availability of its websites and other (mobile) (digital) (data) applications and associated (peripheral) equipment, (digital and analogue) connections and networks managed by the Supplier as well as software and cannot guarantee that the data displayed thereon are complete, correct and up-to-date (in all circumstances), for example but not exclusively, during situations of regular and special maintenance of the aforementioned, power cuts and/or Internet malfunctions or system breaches by third parties. The Supplier shall endeavour to minimise any inconvenience for the Customer as much as possible. However, the Supplier shall not be liable for any damage and/or costs incurred by the Customer in the event that the above and/or the displayed data do not function in a timely manner and/or correctly and/or fully, nor shall the Supplier be held to any other obligation, unless it can be held liable under **article 18 (Liability)**.
5. Moreover, the Supplier shall not accept any liability for delays and/or the inadequate and/or incorrect transmission of orders and/or notifications resulting from the use of its websites and/or other (mobile) (digital) (data) applications in communications between the Customer and the Supplier, as well as between the Supplier and any third parties. In addition, the Supplier shall not accept any liability with regard to inaccuracies in the consulted and/or requested information, calculations, data and/or notifications from third parties that are accessible via its websites, including any links on its websites. The foregoing shall not affect liability under **Article 18 (Liability)**.
6. In case of plausible and/or demonstrable errors in data on its websites and/or other (mobile) (digital) (data) applications and/or the performance of the supply and/or the purchase of services and/or products via its websites and/or other (mobile) (digital) (data) applications, including price calculations and market information, the Supplier shall be entitled to rectify such mistakes. The Supplier shall therefore not be liable for the consequences of incorrect publications and/or the performance of the supply and/or the purchase of services and/or products via its websites and/or other (mobile) (digital) (data) applications, nor for the consequences of a plausible and/or demonstrable error that has been rectified. The foregoing shall not affect liability under **article 18 (Liability)**.
7. In the event that the Customer purchases products and/or services from the Supplier via its websites and/or other (mobile) (digital) (data) applications, the Customer shall, as determined by the Supplier, be able electronically change some of the data applying to the Customer directly, without the intervention of the Supplier. The Supplier may depend and rely on the correctness of such changes by the Customer and shall not be liable for the consequences and/or shall not be held to any other obligation where the Supplier depends and relies on the correctness of such changes, unless it can be held liable under **article 18 (Liability)**. Nevertheless, certain data may only be changed after inspection and approval by the Supplier for security reasons and/or in connection with the proper performance of the Supply Contract.
8. The supply by the Supplier and the purchase by the Customer of products and/or services via the Supplier's websites and/or other (mobile) (digital) (data) applications shall proceed under the suspensive condition and/or condition of avoidance that the Customer complies with all (access) requirements in relation to such a service/product. Only in such a case shall the Supplier accept and perform the obligation to supply such a service and/or product. The Customer itself shall bear all risks and costs associated with the correct compliance with the (access) requirements in relation to the desired service and/or product.
9. The Customer's (access) right to a service and/or product via the Supplier's websites and/or other (mobile) (digital) (data) applications and use of the service and/or product shall be personal, exclusive and not liable to being (sub)licensed, transferred and/or (actually) used by third parties, unless the Supplier has given the Customer prior written consent to that effect.

- 10 The Customer's (access) right to a service and/or product via the Supplier's websites and/or other (mobile) (digital) (data) applications and use of the service and/or product shall be subject to the Customer's personal login details. The Customer shall receive the required login details from the Supplier when the Supplier and the Customer have reached an agreement on the services and/or products to be supplied and purchased via the Supplier's websites and/or other (mobile) (digital) (data) applications in the context of the Supply Contract. At any time, the Supplier may, on its own initiative and/or at the request of the Customer, provide the login details again after the initial provision. The login details shall be personal. The Customer itself shall be responsible for the use of the login details. The Customer must notify the Supplier immediately after discovering that the login details have been misused, misappropriated or have otherwise fallen into the wrong hands, and after observing any other irregularities.
- 11 All intellectual property rights to a service and/or product via the Supplier's websites and/or other (mobile) (digital) (data) applications, as well as all intellectual property rights to said websites and applications themselves rest with or are licensed to the Supplier. The use of said services and/or products by the Customer shall not result in the transfer of intellectual property, in whole or in part, from the Supplier to the Customer or give rise to any other right whatsoever unless otherwise stipulated in the Supply Contract.
- 12 By signing the Supply Contract, the Customer agrees and grants the Supplier the right to, with regard to the Customer, suspend, reduce and/or interrupt at any time the supply and/or purchase of services and/or products via the Supplier's websites and/or other (mobile) (digital) (data) applications in whole or in part, as well as to set terms and conditions for the resumption thereof, if the Supplier considers there to be grounds for doing so in all reasonableness and fairness. The aforementioned is particularly the case if and insofar as the owner and/or manager or a third party engaged by said owner and/or manager terminates, suspends and/or reduces the functioning of the service and/or product, including access thereto and use thereof. Costs and damages in connection with the provisions of this Article shall be at the expense and risk of the Customer and the use of the Supplier's powers may not give rise to any liability or any other obligation on the part of the Supplier unless it can be held liable under **article 18 (Liability)**.
- 13 The Supplier shall at all times, irrespective of the correct purchase of the service and/or product supplied by the Supplier via the Supplier's websites and/or other (mobile) (digital) (data) applications, and irrespective of any communicated acceptance and/or confirmation thereof, be required to refrain from performing the supply thereof or to revoke the performed supply if:
  - a. legal action, litigation or other proceedings or action are undertaken with regard to bankruptcy and/or suspension of payment by the Customer, or the Customer's company is in any other way, in whole or in part, terminated, suspended and/or reduced;
  - b. solely at the discretion of the Supplier, the creditworthiness of the Customer reasonably gives rise to non-performance and/or revocation;
  - c. the Supplier has good reason to assume that the Customer will not or cannot comply with its obligations in accordance with the services and/or products supplied and/or the Supply Contract;
  - d. the market conditions justify non-performance and/or revocation in all reasonableness and fairness in the opinion of the Supplier.
- 14 In addition to the provisions of **article 17 (Force Majeure)**, the Supplier shall be entitled to invoke force majeure where a third party engaged by a Party and/or involved by a Party in the development, maintenance, repair, supply and/or purchase of services and/or products via the Supplier's websites and/or other (mobile) (digital) (data) applications invokes force majeure in connection with the aforementioned performance, and when said third party is/remains in default in any way (temporarily, in whole or in part) with regard to the fulfilment of its obligations in connection with the aforementioned performance.

15. In the event of force majeure with respect to the Supplier, the obligations of the Supplier shall not merely be suspended during the force majeure situation but the Supplier shall be released from its obligations, with the exception of the provisions of **article 23 (Privacy and Sustainable Development)**, and the Supplier shall not be obliged to subsequently supply the services and/or products not supplied via the Supplier's websites and/or other (mobile) (digital) (data) applications during the force majeure situation.

## **ADDITIONAL TERMS AND CONDITIONS FOR PURCHASE OF GUARANTEES AND/OR CERTIFICATES OF ORIGIN**

### **Artikel 31 (Supply with Guarantees and/or Certificates of Origin, notification obligation and third party purchase obligations)**

1. The supply of Electrical Energy by Supplier shall be effected with Guarantees of Origin and/or Certificates of Origin for the duration of the Supply Contract and/or for the duration as long as the Supplier is still present as supplier and/or program-responsible for a Connection in the relevant Connection Register with the relevant network manager for the Connection unless expressly agreed otherwise in writing between the parties. The price for the Guarantees of origin and/or Certificates of Origin to be supplied from Supplier belonging to the supply of Electrical Energy is included in the Supply Contract, or as communicated by Supplier in writing to Customer. If the Supply Contract does not include a price for the Certificates of Origin, the Supplier shall bear the costs for the Certificates of Origin, but nevertheless reserves the right to charge the costs of the Certificates of Origin, including any administrative costs and transaction costs in connection with them, at any time to the Customer in accordance with **paragraph 5** of this article.
2. Customer is obliged to inform Supplier in writing in good time and prior to the start of the Supply for each calendar year during the Supply Period, including by electronic means, if Customer for the purposes of the Supply in respect of the Connections has purchased or wishes to purchase Certificates of Origin or Guarantees of Origin from another party. In the first case mentioned above, if the Customer wishes to obtain only "gray" Electrical Energy supplied from Supplier for its Connections, Supplier shall not supply any corresponding Certificates of Origin. In the latter case, the Customer thus does not wish to receive Green Electricity with the corresponding Guarantees of Origin from Supplier. In both these cases, the Customer will purchase all Certificates of Origin or Guarantees of Origin belonging to the scope of that Supply from a third party, for the Supply Period agreed in the Supply Contract or for the period as stated in writing by the Customer to Supplier. In this respect, the Customer warrants that this third party will provide the appropriate volumes of Certificates of Origin or Guarantees of Origin and guarantee the correct and timely administrative handling and/or settlement with respect to the required Certificates of Origin or the necessary Guarantees of Origin, at its own expense, or at the cost of the Customer, as well as at the expense and risk of the Customer and the Customer guarantees that the terms of the Supply Contract and these General Terms and Conditions are complied with.
3. At the request of the Customer, the Supply of Electrical Energy without Guarantees of Origin and/or without Certificates of Origin shall be effected for the period as set out in the written declaration issued by the Customer as referred to in **paragraph 2** of this article. This period must be within the duration of the Supply Contract. Furthermore, with regard to that period, rights and obligations with respect to that period, are necessarily continued in connection with the correct settlement of these rights in accordance with the provisions of the Supply Contract and/or these General Terms and Conditions.

4. To the extent that Electrical Energy or Green Electricity are still Supplied by Supplier after the end date of the Supply Period, Electrical Energy will be supplied with Certificates of Origin related to the fossil fuel and/or source from which or with which the Electrical Energy has been produced as chosen by Supplier, respectively, Green Electricity will be supplied with Guarantees of Origin related to the sustainable source from which or with which the Green Electricity has been produced as chosen by Supplier. In both cases, the Supplier reserves the right to choose not to supply Green Electricity during the period in question but to Supply “gray” Electrical Energy with its chosen corresponding Certificates of Origin or to opt for the supply of Green Electricity based on the corresponding Guarantees of Origin chosen by it. Furthermore, the Supplier reserves the right to determine unilaterally the price of Guarantees of Origin and/or Certificates of Origin in situations as described in this paragraph and to charge these costs to the Customer in accordance with the provisions of **paragraph 5** of this article.
5. The price for the Supply of Electrical Energy and/or Green Electricity for the period referred to in **paragraph 4** of this article is determined in accordance with the terms of the Supply Contract. The price for the Guarantees of Origin and/or Certificates of Origin to be supplied from Supplier belonging to the Supply of Electrical Energy as referred to in **paragraphs 1** and **4** of this Article shall be determined unilaterally by the Supplier on the basis of the relevant information available to it for this purpose, this includes relevant market prices, if and to the extent available. This price determined by Supplier shall be increased by Supplier with a surcharge in connection with, among other things, but not exclusively, administrative and transaction costs.
6. In the event that the Supplier reasonably determines during and/or after the end of the Supply that insufficient Guarantees of Origin and/or Certificates of Origin have been charged, by a third party contracted for this purpose by the Customer, or that such write-off has been made by the Supplier, in the context of the (corrected) scope of the Supply, Supplier shall be entitled, if and to the extent reasonably possible for it, to book the necessary Guarantees of Origin and/or Certificates of Origin on behalf of and for the benefit of Customer at CertiQ. The foregoing shall be done at the expense of the Customer, as well as at his cost and risk. The Supplier shall determine the price on the basis of the relevant information available to it, including relevant market prices, if and to the extent available, in respect of the necessary Guarantees of Origin and/or Certificates of Origin referred to above. This price determined by Supplier shall be increased by Supplier with a surcharge in connection with, among other things, but not exclusively, administrative and transaction costs. Furthermore, the Supplier is entitled to charge to the Customer any fines and/or arrears in connection with an incorrect and/or late charge and/or settlement at CertiQ, which Customer will then comply with the Supplier in accordance with the terms of the Supply Contract.

### **Artikel 32 (Additional obligations Purchase Guarantees and/or Certificates of Origin to Third Parties)**

1. The Customer shall ensure that the Guarantees of Origin or Certificates of Origin, as purchased by the Customer from a third party, are: The third party shall be charged in good time and correctly from its CertiQ GVO/CVO end user account on the basis of the quantity of Green Electricity or Electrical Energy supplied, in particular in accordance with the terms of the Supply Contract. The Customer warrants that the third party he has engaged will indicate, at the time of his write-off, the name of the Supplier or the electricity supplier other than the Supplier.

2. If and to the extent Supplier requests so from the Customer in writing, including by electronic means, the Customer shall sign as soon as possible the model agreement drawn up by CertiQ concerning the purchase and the write-off of the Guarantees of Origin or Certificates of Origin for the benefit of the Customer by the third party concerned in this respect. In that case, the Supplier will provide this model agreement to the Customer. The Customer shall also require that the above-mentioned standard agreement be signed by this third party as soon as possible. As long as the model agreement referred to above has not been signed by required parties, Supplier shall be entitled not to accept any charges by the third party. Costs and/or damages in connection with this can be charged by Supplier to Customer on the basis of post-calculation. Any attributable shortcoming of the Customer or the third party under the model agreement referred to above may be considered to be an attributable shortcoming by Supplier From Customer under the Supply Contract.
3. If and to the extent that the Buyer does not procure the relevant Guarantees of Origin respectively the relevant Certificates of Origin associated with the supply of Electrical Energy from the Supplier, the Customer shall ensure that he has sent a written statement ("Cancellation Statement") to Supplier every calendar month during the Supply Period in respect of that calendar month within 14 days of the end of that calendar month and that it has also been received by Supplier within the same period, unless agreed otherwise in writing from which follows and which shows that the third party has actually purchased and correctly written off the correct Guarantees of Origin or Certificates of Origin in respect of the calendar month in question at CertiQ, as well as the correct quantity related to the scope of the Supply for that calendar month, determined on the basis of the provisions of **Article 13 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)** of these General Terms and Conditions. If and to the extent determined by the scope of the Supply as provided for in **Article 13 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)**, and in accordance with the Cancellation Statement and/or the determination of the scope of the Supply as provided for in **Article 13 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)** Of the General Terms and Conditions it appears that the number and/or type of Guarantees of Origin or Certificates of Origin do not correspond, Supplier is entitled to charge the related costs, fines and/or damage to Customer on the basis of post-calculation.
4. If the Cancellation Statement has not been received in time by the Supplier and/or insofar as the data are not yet known to the Supplier, as referred to in **Article 13 Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)** of the General Terms and Conditions, and therefore Supplier cannot determine, within one month after the month in which the Supply took place, whether and/or how many relevant Guarantees of Origin or Certificates of Origin have been purchased by the Third Party and written off at CertiQ, Supplier shall have the right to use its available information regarding the extent of the Supply in respect of the month referred to above quantities of relevant Guarantees of Origin and/or Certificates of Origin, to the extent and to the extent that it has such guarantees, to be written off at CertiQ in connection with the Supply in the month referred to above. Costs and/or damages suffered by Supplier in connection with this are at the Customer's expense and risk. Furthermore, when it has received the data referred to in **Article 13 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)** of the General Terms and Conditions concerning the scope of the Supply with respect to the aforementioned month, the Supplier shall have the obligation to adjust its write-off at CertiQ regarding the relevant Guarantees of Origin or relevant Certificates of Origin accordingly at the costs of the Customer.
5. In the event that the situation as described in **Article 6 paragraph 8 (Term of the Supply and the Supply Contract)** of the General Conditions arises, Supplier shall be exempt from its obligations with regard to the supply and/or the provision of the relevant Guarantees of Origin and/or Certificates of Origin in connection with the Supply.