



**General Terms and Conditions for Gas Supplies
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 Gas Act (*Gaswet*) and associated regulations shall carry the same meaning in the Gas Supply Contract and/or these General Terms and Conditions in so far 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 Gas Supply Agreement, only the article names will be used and not the number of the provision in the Gas Supply Agreement.

Bandwidth	A margin allocated to the Customer in the Gas Supply Contract on his total Off Take and/or the Contract Capacity, applicable to the Off Take Period, the Customer is allowed to deviate from those consumption values within this margin without financial consequences under the Gas Supply Contract;
Calorific Value	The amount of energy, whether or not related to the Customer's Off Take, expressed in MJ, released upon the complete incineration of 1 m ³ of gas in air, under a constant pressure of 101,325 kPa (1.01325 bar) and where all incineration products fall to the same temperature of 289.15K for all reaction products, all of these products are in a gaseous phase other than the water formed by incineration, which is condensed at a temperature of 289.15K;
Connection	A connection as defined in the Gas Act for which the Supplier and Customer have agreed that the Supplier will supply all of the required Gas and will also exercise Programme Responsibility in accordance with the Gas Supply Contract;
Connection and Transport Agreement	The agreement between the Customer and the relevant Network Operator for the Transport of Gas over the relevant Gas Transport Network in which the connection of the Connection to the relevant Gas Transport Network is arranged;
Contract Capacity	Agreed maximum quantity of Gas per hour per GV Connection at the Delivery Point. The Contract Capacity is expressed in Nm ³ /hour;
Customer	Any natural person or legal entity which whom the Supplier has a Gas Supply Contract, including the performance thereof, or enters into a Gas Supply Contract, or with whom the Supplier is in discussions or negotiations regarding the conclusion of a Gas Supply Contract, as well as any natural person or legal entity on whose behalf the Supplier performs the Supply and/or exercises Programme Responsibility;
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) Gas Supply Contract relates;
Connection Fee	A fee for the costs of the physical connection between the National Gas Transport Network and the pipelines of the Customer, or a fee for the costs of the physical connection between the National Gas Transport Network and the adjacent Regional Gas Transport Network, as established by the National Gas Transport Network Operator;
Consumption Details	The pattern and scope of Gas consumption during a certain period, drawn up on the basis of details provided by the Customer to the Supplier, on which the Supplier bases his Supply for that/those Connection(s).
Consumption Profile	The pattern prepared by the Supplier, including any subsequent changes made thereto, for the expected consumption of Gas through the Connections for the duration of the Supply Period;
Control Signal	The signal sent by the National Gas Transport Network Operator with the hourly values for the Supplier relating to the Connection(s) subject to hourly metering;
Delivery Point	Exit Point of the National Gas Transmission Network Operator;

Entry Point	A point at which transport capacity can be contracted or traded and a point where Gas can be imported into the National Gas Transmission Network;
Exit Point	The outgoing flange of a Gas Receiving Station ("GOS"), usually defined on the border of the National Gas Transmission Network and a part of the Regional Gas Transport Network, for the benefit of implementing a number of market-facilitating tasks by the National Gas Transmission Network Operator, usually coinciding with one or more Network connection(s);
Flexibility Services	Services relating to the agreed Contract Capacity and/or other services for a GV Connection which serve to cover the Consumption Profile;
Gas Supply Contract	The contract between the Supplier and the Customer in respect of the Supply of Gas and associated services agreed accordingly, of which these General Conditions and the accompanying appendices form an integral part, with due regard to any amendments, additions and modifications made from time to time;
Intended Customer	Any natural person or legal entity to whom the Supplier submits or wishes to submit an offer for a Gas Supply Contract, or any natural person or legal entity who requests that the Supplier submit an offer for a Gas Supply Contract, in which prior to the submission of an offer for a Gas 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 Gas 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 Gas Supply Contract;
Maximum Flow Value	The maximum volume of Gas which can flow through a Connection per hour;
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 therefore triggers the start of the Supply
Metering Data	Meter readings and/or adjusted meter readings;
Metering Contract	Network contract between the Customer and a Network Operator or an accredited Metering Company for execution of Metering work and related services for Connection and/or reading and maintaining the Metering Device;
Move-out	The actions to be taken by the Supplier following a change of address when a natural or legal entity moves out of a property and loses power of disposal over a Connection and therefore triggers the end of the Supply;
Network Connection Agreement (SVO)	A contract entered into between the Customer and the National Gas Transmission Network Operator with regard to the Network connection;
Nm ³	A quantity of Gas that is technically free of water vapour at a temperature of 273.15J (0 degrees C) and an absolute pressure of 1.01325 bar and that occupies a volume of 1 cubic metre and has an upper calorific value of 35.17MJ;
Off Take	The forecast total consumption of Gas in Nm ³ at the Connections in the period in question, usually one calendar year;
Party/Parties	The Supplier and Customer individually referred to as "Party" or jointly as "Parties";

Point of Receipt	The point at which the Customer actually takes off the agreed volume of Gas. The Point of Receipt and the Supply Location are the same if the Customer has an Exit Point at his location and no Regional Gas Transport Network Operator is involved in the transport of the Gas from the Delivery Point to the Point of Receipt;
Programme Responsibility	Responsibility to ensure that the import of Gas into the National Gas Transport Network matches the purchase of Gas from that National Gas Transport Network in accordance with the Gas Act and the associated regulations and any other relevant conditions imposed by the National Gas Transport Network Operator;
Supplier	ENGIE Energie Nederland N.V., with registered office in Zwolle – the company that provides the Supply;
Supply	The offtake by the Customer at the Delivery Point of the Gas made available by the Supplier at the Delivery Point under the Gas 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) regarding the Customer in the Central Connection Register (C-AR);;
Supply Period	The period agreed in the Gas Supply Contract during which the Supplier actually supplies, and any extensions of this period on the basis of the Gas Supply Contract;
Specifications	Consumption Details - including but not limited to Contract Capacity, (minimum and/or maximum) Off Take, on which the Supplier based, or could base the Supply required for execution of the Supply;
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 the Customer;
Virtual Point of Programme Responsibility (“VPPV”)	The point and/or points as referred to in Article 17b of the Gas Act at which Programme Responsibility ends or begins.

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 Gas 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 Gas Supply Contracts with the Supplier for the Supply of Gas and related services, whether or not combined with the sale and supply of goods. By signing the Gas Supply Contract, the Customer declares that it has taken cognisance of and accepts the General Terms and Conditions.
2. By signing the Gas Supply Contract, the Customer declares that it has taken cognisance of and accepts the General Terms and Conditions.
3. The Supplier expressly rejects the applicability of any standard terms and conditions of the (Intended) Customer.
4. In the event that the Gas 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 Gas 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 from the time 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 with respect to the (Intended) Customer.
6. In case of contradiction between the provisions of the Gas Supply Contract and the provisions of these General Terms and Conditions, the provisions of the Gas Supply Contract shall prevail. In case of

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 Gas Supply Contract.
8. If any clause of these General Terms and Conditions and/or of the Gas Supply Contract is found to be invalid or declared void under Dutch law, the rest of the Gas 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 Gas Supply Contract and/or General Terms and Conditions which mean that provisions of the Gas Supply Contract and/or General Terms and Conditions cannot remain fully in force, the Gas Supply Contract and/or General Terms and Conditions shall be amended as far as necessary, such that the content and meaning of the amended Gas 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 Gas 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 Gas market, the Supplier shall, or shall be able to, amend the Gas 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 Gas 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 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 gas consumption registered with regard to the Connection(s);
 - c. the end date of the contract of the Intended Customer with its previous gas 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);
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 Gas 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 Gas 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. 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 Customer in which case they shall cease to be valid at the time of said revocation, withdrawal or rejection.
5. The Gas 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 obvious evident errors in the Gas Supply Contract. Such a cancellation or revocation must be made in writing and must take place within a reasonable time period.
6. 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 Gas 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 Off Take of Gas)

1. The Supply and offtake of Gas shall take place on the basis of the Gas 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, and/or any connection. 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 and condition of the Gas Supply Contract, to supply the Customer with Gas for the benefit of the Customer's Connection(s) during the Delivery Period, while the Customer equally undertakes to take off Gas at the Connections exclusively from the Supplier in the specified period.
3. The Supply shall take place at the relevant Exit Point for the Connection(s), with respect to the Connection(s). The Delivery Point and Point of Receipt may be identical with regard to the Supply in the event that the Connection(s) is/are located on the National Gas Transmission Network and also form(s) the relevant Exit Point.
4. The Supply shall take place in principle on the basis of the Customer's Consumption Profile and within the Specifications laid down in the Gas Supply Contract. The Consumption Profile has been established by the Supplier using the Consumption Details provided by the Customer.
5. The subject of the Gas Supply Contract is the Supply of Gas and the exercising of the associated Programme Responsibility. The provision of gas to a Gas Transport Network by a Customer (return delivery ("*teruglevering*")) is clearly not included. If the Customer executes return delivery, he will not receive any payment from the Supplier, unless the Parties have made specific agreements for that purpose, which have been recorded in (an addendum to) the Gas Supply Contract or a separate contract.
6. Without prejudice to the stipulations of **Article (Bandwidth Provisions)** of this Gas 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 Gas Supply Contract if necessary, where required by the Customer's operations. If this incurs costs, these shall be borne by the Customer.

7. 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 Gas 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 Gas taken off in relation to that Consumption multiplied by the weighted average month price for the Supply calculated pursuant to the Gas Supply Contract plus an additional 1.2 €/Nm³, 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..
8. Without prejudice to the stipulations of **Article (Bandwidth Provisions)** of the Gas Supply Contract, the Customer shall be obliged during the term of the Gas 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.
9. The Customer is fully aware that the Calorific Value of the Gas supplied by the Supplier at the Delivery Point depends on the Calorific Value of the Gas which the National Gas Transmission Network Operator makes available to the Supplier at the relevant Exit Point. Consequently, the actual Calorific Value will not be always equal to the Calorific Value that may have been agreed.
10. If and in so far as is applicable to (a) Connection(s), including in any event every Connection with a Consumption greater than or equal to 1,000,000 Nm³ or Connections with a lower Consumption for which the Customer has indicated that the Control Signal applies or will apply, the Customer must be in timely possession of a well-functioning Control Signal throughout the period that the Supplier is named as supplier and/or programme responsible party in the Connection Register with respect to said Connection(s). The Customer shall be responsible for this and shall bear the associated costs. In the event that the Customer fails to comply with the foregoing, the Supplier shall be entitled to charge for the associated costs and other amounts and to adapt the price.

Article 5 (Overrun and Underrun 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 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 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 and conditions of the Gas 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 Gas corresponding to the upper limit of the annual Consumption Bandwidth and the actual volume of Gas taken off by the end of the calendar year in which the excess Supply has taken place. The amount of the penalty rate shall be calculated by the Supplier based on a TTF price for the month(s) in which the Supply took place, plus an additional 1.2 €/Nm³ of Gas.
3. Unless otherwise agreed in the Gas 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. The penalty amount shall be calculated by the difference between the actual volume of Gas taken off by the end of the calendar year and the volume of Gas corresponding and the lower limit of the Annual Consumption

Bandwidth, multiplied by the weighted average annual price calculated for the Supply pursuant to the Gas Supply Contract.

4. The Supplier has entered into the Gas Supply Contract based on the Specifications as agreed with the Customer. In so far 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 18 (Force Majeure)**.
5. In the event of an exceeding or falling-short within the meaning of this Article and/or an exceeding of the Contract Capacity, the Customer shall remain obliged to pay the amounts in connection with (National) Transmission Capacity Reservations, including changes thereto in connection with the foregoing.
6. 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 Gas 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 Gas taken off in relation to that Consumption multiplied by the weighted average month price for the Supply calculated pursuant to the Gas Supply Contract plus an additional 1.2 €/Nm³, 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 Gas Supply Contract)

1. The Gas Supply Contract shall apply for a set period of 1 calendar year unless the Parties have agreed otherwise in the Gas Supply Contract. The Gas Supply Contract cannot be terminated prematurely, except as stipulated in the Gas Supply Contract and/or the General Terms and Conditions.
2. Each Party shall remain bound by what is stipulated in or pursuant to the Gas Supply Contract and/or the General Terms and Conditions until all of said Party's obligations arising therefrom have been fulfilled.
3. With respect to certain rights and obligations which necessarily persist in connection with the proper performance of the Gas Supply Contract, the Gas Supply Contract shall end as much later as is necessary for said proper performance.
4. The Customer shall ensure that the gas 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 Customer.
5. The Customer shall ensure that the Supplier, in a timely and correct manner before the Supply under the Gas Supply Contract commences, has all of the data required to be able to commence the Supply at the agreed time. If the Supplier does not have the necessary data in a timely manner, 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;
 - 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;
 - d. and also whether or not the EAN code of the Connection relates to block heating;
 - 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.

6. If and in so far 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 Gas Supply Contract, the Gas 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 TTF 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 Gas 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 Gas 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 Gas Supply Contract and/or these General Terms and Conditions.
2. The prices for the Supply of Gas shall be inclusive and fixed for the term of the Gas Supply Contract and consist of the following elements:
 - a. A price per Nm³ of Gas.
 - b. A fixed annual amount: this amount contains the costs for Flexibility Services and the costs for booking capacity at the Entry Point on the National Gas Transmission Network.
 - c. The tariff for the exercising of Programme Responsibility up to the Virtual Point of Programme Responsibility ("VPPV") and from that VPPV to your Connection(s);
 - d. A variable annual amount: this amount includes the costs for booking capacity at the Exit Point and this amount covers the costs for the Transport Task, the Balancing, the Quality Conversion and the costs associated with the realization and maintenance of a connection to the National and / or Regional Gas Transport Network. When the Connection is located on the Regional Gas Transport Network, the variable annual amount also relates to the system connection tariff. The variable annual amount can be adjusted on the basis of subsequent calculation by the Supplier and this subsequent calculation will be charged to Customer.
 - e. With regard to a KV Connection, a surcharge will be charged by the Supplier on top of the supply price for the costs for booking capacity at the Exit point. This amount covers the costs for the Transport Task, the Balancing, the Quality Conversion and the costs related to the realization and maintenance of a connection to the National and / or Regional Gas Transport Network. When the Connection is located on the Regional Gas Transport Network, the surcharge also relates to the system connection tariff. The amount of the surcharge will be announced by GTS in advance of the year of Supply. The above-mentioned elements form the "all-in rate" of the National Gas Transport Network Operator and these elements can be adjusted on the basis of subsequent calculation by the Supplier and this subsequent calculation will be charged to Customer.

- f. For a KV Connection, the costs associated with (cold) peak supply are charged to Customer by the Supplier in addition to the price of Supply. The amount of the surcharge will be announced in advance of the year of Supply. This surcharge can also be adjusted on the basis of subsequent calculation by the Supplier and this subsequent calculation will then be charged to you.
3. The prices for the Supply of Gas shall be inclusive and may be adjusted during the term of the Gas Supply Contract as regards the variable annual amount. These costs may be adjusted because they are calculated by the Supplier at the time of concluding the Gas Supply Contract based on the capacity indicated by the Customer and associated tariff and other components as applied at that time by the National Transmission Operator to the Connection. Said capacity may be different from that which the relevant Network Operator has stated in the Connection Register at a given time during the Supply. The Customer must pay the adjusted costs passed on to it by the Supplier in full in accordance with the terms and conditions of the Gas Supply Contract.
4. The price for the Supply of Gas shall always exclude at least the following (non-exhaustive list):
 - a. taxes (VAT, energy tax, the sustainable energy surcharge and climate transition, and any other taxes);
 - b. environmental and other levies or duties;
 - c. costs of the connection, basic and transmission services of the Regional Gas Transmission Network Operator(s);
 - d. costs in connection with WQA;
 - e. costs of return delivery Gas;
 - f. rental and maintenance fees for the Connection;
 - g. all costs in connection with the installation, maintenance, removal and reading of the Measuring Equipment;
 - h. amounts payable by the Customer to the Regional Gas Transport Network Operator under of the Connection and Transport Agreement between the Regional Gas Transport Network Operator Party and the Customer;
 - i. the amounts payable by the Customer to the Metering Responsible Party under the Metering Contract between the Metering Responsible Party and the Customer;
 - j. costs in connection with the System Connection Agreement..
5. All amounts payable by the Customer pursuant to the Gas Supply Contract and General Terms and Conditions may be augmented by the Supplier by the amount of the taxes, surcharges and levies relating to the Supply, unless this is prohibited by law or a decision of the competent authority, and taking into account the stipulations of **Article 9 (Taxes, Levies and Surcharges)** of these General Terms and Conditions. These amounts shall also be payable by the Customer unless otherwise stipulated in the Gas Supply Contract and/or these General Terms and Conditions.

Article 8 (Other Costs)

1. The Supplier has entered into the Gas Supply Contract based on certain Consumption Details and a certain Contract Capacity, from which the Customer may deviate within the limits laid down in the Gas Supply Contract without incurring financial consequences.
2. If the Customer exceeds or falls short of the Specifications, the Supplier shall be entitled to charge the Customer a compensation. This compensation shall be charged for the difference between the actual offtake and the agreed Specifications.
3. In the event of a change to the profile category and/or the Maximum Flow Value of the Connection from what has been agreed, the Supplier shall have the right to adjust the price for Supply and the Customer must compensate the Supplier for the costs, penalties and/or damage associated therewith.
4. In the event of a change in the manner in which the Network Operator carries out his tasks, and if this change implies additional costs for the Supplier in relation to the costs level at the time of entering into this Gas Supply Contract, the Supplier is entitled to charge the Customer for these additional costs.

Article 9 (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 Gas 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 has to submit an application as referred to in paragraph 2 of this Article to the competent authority in this connection 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 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 in so far as the off take of Gas at a Connection 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 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 or any other tax paid pursuant to the above.
7. If and insofar it becomes apparent that the Customer has not been charged the correct amount in taxes, levies and/or surcharges related to execution of this Gas 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 Gas Supply Contract.

Article 10 (Invoicing and Payment)

1. The Parties shall charge all amounts payable by the other Party pursuant to the Gas Supply Contract and these General Terms and Conditions, 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 Gas 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 Gas Supply Contract and the payment term indicated on the invoice, the payment term stipulated in the Gas Supply Contract shall prevail. If no payment term has been agreed in the Gas Supply Contract, the last day of the payment term shall be deemed to be the due date indicated on the invoice. If no payment term has been agreed in the Gas 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 Dutch 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 20 (Interruption of the Supply Due to Non- fulfilment)**.
8. If and in so far as the Customer is not the party responsible for paying amounts due under the Gas Supply Contract, the performance of the Supply and/or Programme Responsibility, by signing the Gas Supply Contract and/or actually taking off the supplied Gas at the Connection the Customer shall nonetheless accept joint and several liability for payment of the sums owed. The foregoing shall apply equally to the legal and/or natural person who consumes the Supply.
9. Unless otherwise agreed, by signing the Gas Supply Contract the Customer gives the Supplier, for the term of the Gas Supply Contract (extended as the case may be), irrevocable authorisation to withdraw all amounts payable by the Customer to the Supplier under the Gas Supply Contract from the bank account indicated in the Gas 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 Gas 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 KV Connections based on the month specified for that purpose in the Connection Register of the relevant Network Operator. Notwithstanding the foregoing, the Parties agree by signing the Gas 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 Gas Supply Contract.

Article 11 (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 under the Gas Supply Contract and/or 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 Gas 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 under the Gas Supply Contract, the 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 does 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 Off Take 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 Gas Supply Contract, and that the receiver and/or liquidator puts up sufficient security for the correct and timely fulfilment of the Gas Supply Contract. The Supplier shall consider a deposit equivalent to the value of the Off Take 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 in so far as the stipulations of this paragraph are not observed for any reason, the Supplier may launch the disconnection procedure and terminate the Gas Supply Contract, the Supply and/or exercising of Programme Responsibility.
5. Without prejudice to the stipulations of the Gas Supply Contract, the Customer must retain, at all times during the term of the Gas Supply Contract, at least the credit rating estimated by the Supplier at the time the Gas Supply Contract was concluded. If and in so far as the Customer fails to comply with the foregoing, the Supplier shall be entitled to request appropriate credit security from the Customer. If and in so far as the Customer has not provided appropriate credit security within ten (10) working days after the date of the aforementioned request, the Customer shall be in default, without further notice, and the Supplier shall be entitled to terminate the Gas Supply Contract, Supply and/or exercising of Programme Responsibility immediately and without requiring judicial intervention therefor.

Article 12 (Programme Responsibility, Authorisation, Move-in and Switch)

1. Inasmuch as the Supply takes place on the basis of the Customer's Consumption Profile, and within the Specifications and subject to the other terms and conditions set out in the Gas Supply Contract, the Customer shall, by signing the Gas Supply Contract, have transferred its Programme Responsibility for the Connection(s) to the Supplier by the start date and time of the Supply and shall maintain said transfer for the (remaining) term of the Gas Supply Contract and/or Supply.

2. The Supplier shall, for the term (extended as the case may be) of the Supply Period, accept Programme Responsibility up to the Virtual Point of Programme Responsibility (“VPPV”) and the exercising of Programme Responsibility from the VPPV to the Connection(s), while the Customer undertakes to fulfil all of its own obligations in this regard.
3. If and in so far as the exercising of Programme Responsibility is necessary in connection with the Supply within the meaning of **Article (Characteristics of the Supply)** and/or **Article (Bandwidth Provisions)** of the Gas Supply Contract, this shall take place at a price to be determined by the Supplier for the exercising of Programme Responsibility, and inter alia but not exclusively penalties imposed on the Supplier as a result of the foregoing may form part of said price.
4. Without prejudice to the right of the Supplier to invoice a higher price in accordance with the stipulations of **Article 4 (Supply and Off Take of Gas)**, the Customer shall be obliged, at its own expense, to provide the Supplier with the necessary assistance in the application and implementation of the stipulations in or pursuant to the Gas Supply Contract and the General Terms and Conditions and in monitoring the fulfilment thereof, in particular by informing the Supplier as quickly as possible of:
 - a. all facts, incidents and changes in circumstances which may be important for the performance of the Gas Supply Contract and more specifically of the Programme Responsibility, including any damage, defects or irregularities affecting the Metering Equipment which are detected or suspected by the Customer, including the breaking of seals, and
 - b. substantial deviations which it plans to make from the expected off take stipulated – at least as a starting point – in the Gas Supply Contract, as well as any intention on the Customer’s part to supply Gas to third parties or generate Gas itself.
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. Changes to the Metering Equipment may affect the Supplier’s balancing position and must therefore be reported to the Supplier as soon as possible, without prejudice to the right of the Supplier to adapt the price of the Supply in such a situation.
7. By signing the Gas 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.
8. 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 Gas Supply Contract, as well as to take all the necessary actions on the Customer’s behalf in this connection.
9. 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 13 (Gas Installation, Connection, and Interruption and Limitation of Supply)

1. The Customer must provide a Gas Installation and/or Connection which is suitable for the offtake of the agreed Gas and which meets any requirements under the Gas Act and associated regulations and any requirements imposed by the relevant Network Operator or Metering Responsible Party.
2. To this end the Customer shall ensure that it concludes and maintains the necessary Connection and Transport Agreement(s) with the relevant Network Operator and pays the associated costs.
3. Also to this end the Customer shall ensure that it concludes and maintains the necessary Metering Contract with the Metering Responsible Party and pays the associated costs.

4. The Supplier shall never be liable for the non-supply or inadequate supply of Gas as the result of the failure or improper functioning of a Gas Installation, a Connection or a Network and/or as the result of the Customer's failure to comply with its obligations vis-à-vis the Network Operator or Metering Responsible Party.
5. In cases where a relevant Network Operator reduces or interrupts the Transport of Gas and in cases where the Metering Responsible Party reduces or interrupts the offtake of Gas, the Supplier shall be authorised to suspend the Supply, prohibit the use of Gas for specified purposes or make the Supply subject to specific terms and conditions.
6. If a situation arises as described in paragraph 5 of this Article, the Customer shall nonetheless be obliged to pay the costs associated with Transport Capacity Reservations and costs associated with imbalance resulting from the inability of the Supplier to nominate in good time or make the necessary alterations.
7. In case of 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 14 (Determination of Amount of Supply, Inspection of Metering Device, Consequences of Incorrect Metering)

1. The amount of the Supply of Gas and the off take 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 Gas Act and associated regulations.
2. If and in so far 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 Gas Act and associated regulations, without prejudice to the Supplier's duty to subsequently determine the actual volume of Gas 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 Off Take and/or consumption of Gas 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 Off Take and/or consumption for or by the Connection concerned to the Off Take and/or consumption 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 in so far as it is necessary for the period at issue, shall have the right to allocate Off Take and/or consumption of Gas in direct proportion to the number of days for the period at issue. With regard to Metering Data and/or (other)consumption data 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 Gas.
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 Gas 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 in so far as the Customer is reasonably able to do so.

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 Gas supplied and/or taken off under the Connection and Transport 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 Gas 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 Gas 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 Gas from being determined or accurately determined, or from creating a situation whereby the normal functioning of the Metering Device, Gas Installation and/or Connection is hindered or the Supplier's price determinations cannot be applied or accurately applied.
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 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 Gas 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 if the relevant Party reasonably suspects that a Measuring Device or a 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 Gas 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 and/or Connection 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 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 Gas 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 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 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 Gas at a Connection, then the Supplier may reasonably estimate the amount of the Supply and/or offtake of Gas 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 15 (Continuity of Supply)

In principle the Supply shall take place continuously. The continuity of supply of the Gas provided by the Supplier to the Connection at the Supply Point is the responsibility of the relevant Network Operator(s) and shall be at the Customer's risk unless otherwise specified in the Gas 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 or the Metering Responsible Party or as the result of a fault in the Gas Installation or Connection.

Article 16 (Indemnification for and (Tax) Implications of Redelivery Supply)

1. In the event of redelivery (“*doorlevering*”) supply by the Customer to one or more third parties of the Gas 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 Gas 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 associated with redelivery supply, it must, in observance of **Article 9 (Taxes, Levies and Surcharges)**, have the correct onward supply declaration within the meaning of the Environmental Taxes Act for every calendar year of the Gas 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 17 (Relocation)

1. In the event that the Customer and/or a Connection relocates, the Gas 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 Gas Supply Contract.
2. In connection with the foregoing, the Customer must contact the Supplier 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 18 (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 National Gas Transport Network.
2. If Supply is temporarily impossible due to force majeure, the Parties’ obligations as regards Supply and 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 Gas 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. Force majeure or the invoking thereof by one and/or both Parties shall not affect the obligation to pay the fixed annual amount and the variable annual amount.
4. The Parties shall not be entitled to any advantage that the other Party may enjoy as a result of force majeure.
5. If the situation of force majeure has lasted for at least three consecutive months, the Parties shall have the right to terminate the Gas Supply Contract in writing, either in full or in part, taking account of the terms and conditions of the Gas Supply Contract. In the event of such a termination and if and in so far as the Supplier, as the result of such a termination, suffers any disadvantage from selling the remainder of the Off Take on the relevant wholesale market of its choice, the Customer shall compensate the Supplier for a negative MtM.
6. Force majeure on the Supplier’s part shall in any event include the interruption or reduction of Supply as the result of any interruption of the Regional Gas Transport Network, its own (private) gas Transport network

and/or the connection between the relevant Exit Point and 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 Transport 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 and Programme Responsible Parties on whom the Supplier is dependent for the performance of the Gas Supply Contract.

7. Force majeure cannot be invoked by a Party which:
 - a. fails to meet its obligations under the Gas 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 Gas Supply Contract, or unless otherwise specified by law, a decision by a competent authority and/or a legal ruling.
8. 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.
9. 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.

Article 19 (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 Gas 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 gas 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 ("opzet") or gross negligence ("bewuste roekeloosheid") on the part of the Supplier, its senior management or its managers. If and insofar the Supplier is found liable for payment of damages according to these General Terms and Conditions, damage to persons and/or goods will only be payable to a maximum per Customer of 100,000 Euro per incident and to a maximum of 200,000 Euro per year calculated from the start of Supply, irrespective of the number of Connections per Customer. In the event that the Supplier has one Gas Supply Contract with more than one Customer simultaneously, or in the event that the Supplier under a (framework) contract has individual or non-individual Gas 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, on any grounds whatsoever, for the compensation of damage, costs or interest, in relation to the Gas Supply Contract;
 - b. the Supplier shall never be obliged to pay compensation for damage caused by an act or omission on the part of 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 Transport 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;the non-entry into force of the Connection and Transport Agreement and/or the Metering Agreement at the time of the agreed start of the Supply.
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 Transport Agreement or the Metering Contract or any other of its obligations;
 - b. any failing that affects all or a substantial part of the gas production and/or gas storage chain, Transport, Metering Device, Gas Installation and/or the Connection.
7. The Supplier shall never be liable for the quality of the Gas made available to the Connections as part of the Supply, unless the Customer has suffered damage as a consequence of a certain quality of Gas being supplied and the quality of Gas in question is directly the fault of the Supplier and attributable to intentional default or gross negligence on its part. If and in so far as the Supplier is liable to pay compensation on the basis of the foregoing, said compensation shall be limited to what is stipulated in this Article. Furthermore, the Supplier shall not be obliged to accept an offer for the restitution of (sustainable) gas ("*duurzaam*) gas") by the Customer(s) unless otherwise agreed in writing, nor may the Supplier be held liable for or in relation with such a return delivery and/or the quality and/or quantity of the gas thus return delivered, nor be obliged to pay any compensation or be subject to any other obligation.
8. Each Party shall pay for its own insurance (if and in so far as that Party has such insurance) covering its obligations under the Gas Supply Contract. Insurance payouts made to a Party shall not be considered as compensation resulting from liability under this Article nor as an acknowledgement of liability.
9. 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.
10. If and in so far as Supply takes place under the Gas 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 Gas Supply Contract and/or the actual performance of the Supply and/or Programme Responsibility by the Supplier.
11. Use by the Supplier of its (legal) rights or the failure to do so in connection with the Gas Supply Contract and 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 20 (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 Gas 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 in so far 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, disconnection 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. 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 Gas 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 fees and also handling fees in relation with the foregoing. The negative MtM value may relate to Gas as well as to the fixed and the variable annual amount. 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 Gas Supply Contract.

Article 21 (Termination, Suspension of Payment and Bankruptcy)

1. If a Party fails to fulfil any one of its obligations under the Gas 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 Gas 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 Gas Supply Contract in a correct and/or timely manner;
 - b. its offtake obligation with respect to the supplied Gas in a correct or timely manner, except in cases of force majeure as specified in **Article 18 (Force Majeure)**;
 - c. its obligations under **Article 13 (Gas Installation, Connection, and Interruption and Limitation of Supply)**;
 - d. its obligations under **Article 11 (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 11 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 Gas 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 Gas 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. The applicability of Article 6:278 paragraphs 1 and 2 of the Dutch Civil Code (BW) is expressly excluded if the Supplier rescinds any Gas 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 Gas Supply Contract at the time of the termination has become more favourable.

Article 22 (Transfer of Rights and Obligations)

1. The Supplier shall be permitted to transfer, partially or otherwise, the rights and obligations contained in the Gas 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 Gas 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 or a part of the Customer's business transfers its business to another, or if the (administrative) ownership 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 Gas Supply Contract to the new business in so far as the latter will carry on its operations at the same Connection. Furthermore, in the last-mentioned case above the Customer shall be obliged to continue the Gas 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 Gas Supply Contract in the aforementioned cases without formal notice or judicial intervention, without the Supplier being obliged to pay any compensation.
4. The Gas 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 23 (Confidentiality)

The Customer and Supplier undertake, from the commencement of negotiations relating to the Gas Supply Contract as well as for the term of the Gas Supply Contract and for a period of 2 years after the end of the Gas Supply Agreement 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 Gas Supply Contract, other than generally known information;
- b. use said information solely for the purpose for which it 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 provision, legal court ruling or decision of a competent authority.

Article 24 (Privacy and Sustainable Development)

1. By signing the Gas 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 Gas 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 Gas 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 Gas 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 Gas 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 Gas 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 25 (Applicable Law and Dispute Resolution)

1. These General Terms and Conditions, the Gas 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 26 (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 purposes, the Supplier shall have the right, in the case of a Customer with a KV (i.e. small-consumption) Connection, to request said Customer to provide it with the Metering Data relating to said Move-in, Move-out, Switch, end of Supply or invoicing purposes.

2. If and in so far 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 in so far 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 in so far as the characteristics of a KV Connection 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 in so far 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 in so far 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 in so far 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 in so far 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 being put into service, taken out of service or removed and/or in the event of the Metering Equipment at a KV Connection being exchanged or altered. Furthermore, the Supplier shall not be held responsible for and/or liable in connection with physical meter reading.

Article 27 (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 Gas Act and associated regulations possesses 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 Gas Supply Contract,, an indicative consumption feedback as well as an indicative cost feedback. If and in so far 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 in so far 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 Gas Act and associated regulations possesses 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 an indicative consumption feedback as well as an indicative cost feedback once per month per calendar year for the term of the Gas Supply Contract. The aforementioned feedback may be sent to the Customer separately from the monthly invoice or any other invoice.

4. The aforementioned indicative feedback is not an invoice and cannot be used for invoicing purposes or for determining the amount of the volume of Gas 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 statement 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 number 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 issue the aforementioned statement 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 statement.
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 in so far as it is able to do so in a correct and timely manner based on the communications of relevance to this Article under the Gas Act and associated regulations.
7. A historic consumption statement shall only be included in the indicative statement if and in so far as the Supplier is able to provide this using the relevant data.
8. If and in so far as the address of the relevant Connection is not the same as the address to which invoices relating to said Connection are sent, the Supplier shall only send the statement to the invoicing address.

Article 28 (Connection and Transport Agreement for KV Connections)

1. Prior to the commencement of the Supply Period the Customer shall conclude (a) Connection and Transport Agreement(s) with the relevant Regional Gas Transport Network Operator(s) for the Connection(s) for the transport of Gas. If and in so far 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 Gas Supply Contract. In such a case, the Supplier shall provide the Customer with a Connection and Transport Agreement relating to said KV Connection(s) if and in so far as the Customer is not already in possession of such a Connection and Transport Agreement. Furthermore, the Supplier shall inform the Customer when providing the Connection and Transport Agreement for a KV Connection which tariffs the Customer shall be required to pay to the relevant Network Operator in connection with the Connection and Transport 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 Transport 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 Gas Supply Contract shall be subject to the condition precedent that the Customer has met its obligations concerning KV Connections in the Gas Supply Contract and that the Supplier is in possession of a Connection and Transport Agreement duly signed by the Customer. 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 Gas Supply Contract, plus any costs and/or (contractual) penalties arising from the aforementioned situation.

Article 29 (Connection and Transport Costs and Other Costs Relating to KV Connections and Invoicing Thereof)

1. If and in so far as the Customer also has one or more KV Connections, the Supplier shall, 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 transport services of the Regional Gas Transport Network Operator(s) in so far as said connection and transport services are periodic in nature, whereby said costs shall be based on the capacity tariff applied by the Regional Gas Transport Network Operator for the KV Connection(s) in question, including changes thereto during the term of the Gas 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 Gas Transport 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 Gas Transport 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 in so far 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 Gas Transport 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 30 (Metering Device, Metering Responsibility and Metering Services for KV Connections)

1. If and in so far 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 Gas Supply Contract to enable the Supplier to collect and validate the Metering Data in order to determine the amount of the volume of Gas 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 Gas 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 Gas 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, 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 Gas 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. If and in so far as the latter stipulation has not taken place, the Supplier shall be entitled to suspend conclusion of the Gas 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 in so far as the Customer also has one or more KV Connections, the Customer must ensure, before concluding the Gas Supply Contract and for the proper performance thereof, if and in so far as is necessary, that the Metering Company of the relevant Regional Transport Network Operator, which shall also be assumed to exercise Metering Responsibility for the relevant KV connection(s), 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 Gas taken off.
4. By signing the Gas Supply Contract the Parties agree that, if and insofar as the Customer also has one or more KV Connections 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 Gas Supply Contract, is duly authorised to use the Contract End Register in the interests of the proper performance of the Gas 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 19 (Liability)**.

ADDITIONAL TERMS AND CONDITIONS FOR ONLINE SERVICES AND PRODUCTS

Article 31 (Online Services and Products and other Mobile Applications)

1. In the context of a Gas Supply Contract already concluded with the Customer, the fact that the Supplier is registered as supplier and/or Programme Responsible Party for a connection in the Connection Register of the relevant Network Operator and/or in the context of the submission of an offer for a Gas 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 Gas Supply Contract and may only constitute a further interpretation of, addition to and/or extension of the Gas 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 19 (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 19 (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 19 (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 19 (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 19 (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 Gas 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 Gas 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 Gas 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 19 (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 18 (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 24 (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.