

General Terms and Conditions of Supply Electricity and Gas 2018

Eneco Zakelijk

Entering into effect on 1 January 2018

The original Dutch version of these General Terms and Conditions, the 'Algemene Leveringsvoorwaarden Elektriciteit en Gas 2018 Eneco Zakelijk', will at all times prevail over the English translation. In case issues arise concerning the interpretation of the English version, the Dutch original version will be leading.



Overview

- I These General Terms and Conditions are applicable to commercial High-volume Consumption and Low-volume Consumption Connections to which Eneco Zakelijk provides the Supply of electricity and/or gas. Each article of these General Terms and Conditions may contain a general section that is applicable to commercial High-volume Consumption Connections and to commercial Low-volume Consumption Connections. Each article may also contain an additional specific section that is applicable solely to commercial Low-volume Consumption Connections. Any such specific section is preceded by the heading ‘Low-volume Consumption Connections’.

- II These General Terms and Conditions of Supply regard commercial Low-volume Consumption Connections within the meaning of Article 95n of the Dutch Electricity Act (Elektriciteitswet) and Article 52c, paragraph 1, of the Gas Act (Gaswet) (‘Multisites’) as commercial High-volume Consumption Connections. When Article 95n of the Electricity Act and/or Article 52c, paragraph 1, of the Gas Act are applicable then Article 4(6), Article 4(7), Article 5(2), Article 7(3) to 7(8), Article 8(6) to 8(1 1) and Article 12(15) of these General Terms and Conditions of Supply are also applicable to the relevant Low-volume Consumption Connections.

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Article 1 Definitions

Connection: one or more links between a (Gas Transmission) Network and a property as referred to in Article 16(a) to (e) of the Dutch Valuation of Immovable Property Act (Wet waardering onroerende zaken), including one or more links between a (Gas Transmission) Network that is managed by a Network Manager and a (Gas Transmission) Network that is managed by a party other than the Network Manager.

General Terms and Conditions: these Terms and Conditions of Supply 2018 governing Eneco's Supply of Electricity and Gas to commercial High-volume Consumption and Low-volume Consumption Connections, including any amendments thereto.

Allocation point: a virtual point at the location of the Transfer Point of an electrical Connection, at which the administrative allocation of the exchange of energy between a System and the Network takes place as though the measurement had been made at the Transfer Point of the Connection.

Connection and Transmission Agreement: the agreement between the Customer and the Network Manager on the Connection or the Primary Allocation Point of the Customer's System to a (Gas Transmission) Network and the transmission of electricity and/or gas, and the applicable general terms and conditions of the Network Manager.

Eneco: Eneco Zakelijk B.V. (permit holder within the meaning of Article 95a(1) of the Electricity Act and Article 43 of the Gas Act), entered in the Commercial Register of the Chamber of Commerce under number 24296168, with its registered office in Rotterdam, the Netherlands, and its legal successor(s) or Eneco Consumenten B.V. (permit holder within the meaning of Article 95a of the Electricity Act and Article 43 of the Gas Act), entered in the Commercial Register of the Chamber of Commerce under number 24324527, with its registered office in Rotterdam, the Netherlands, and its legal successor(s).

Recognised Metered Data Responsible Party: an organisational unit that meets the requirements for recognition as prescribed by the Dutch Electricity Metering Code (Meetcode Elektriciteit) or Metering Conditions: Gas-RNB (Meetvoorwaarden gas - RNB).

Gas Transmission Network: a system of interconnected pipelines or appendages which is not part of a gas production network and is intended or used for the transmission of gas, including cross-border pipelines, appendages and systems used to provide support services for that transmission, except to the extent that these pipelines and appendages are part

of a direct supply to the Customer or are located within the Customer's System.

High-volume Consumption Connection: a Connection having a total maximum transmission value that exceeds 3x80A, or a Connection within the meaning of Article 1(2) or (3) of the Electricity Act, or a Connection with a total maximum capacity that exceeds 40 Nm³ per hour. In addition, Low-volume Consumption Connections within the meaning of Article 95n of the Electricity Act or Article 52c of the Gas Act are deemed to be High-volume Consumption Connections.

System: a connected party's assembly of electrical equipment and cables beginning at the Transfer Point of the Connection or the entirety of the Customer's pipes and appendages downstream from the Metering Device as viewed from the Gas Transmission Network side.

Calendar Day(s): all Business Days, Saturdays, Sundays and (official) Dutch holidays in a given year.

Customer: the natural person or legal entity who/that has concluded an Agreement with Eneco or who/that intends to conclude an Agreement with Eneco.

Low-volume Consumption Connection: a Connection having a total maximum transmission value of less than or equal to 3x80A that is not a Connection within the meaning of Article 1(2) or (3) of the Electricity Act, or a Connection with a total maximum capacity of less than or equal to 40 Nm³ per hour.

National Network Manager: a company designated to manage the national high-voltage network or national Gas Transmission Network on the grounds of Article 10(2) of the Electricity Act or Article 2 of the Gas Act.

Supplier: an organisational unit engaged in the provision of electricity and/or gas.

Supplier Switch: the administrative act by means of which the National or another Network Manager implements a change from the current Supplier to a new Supplier for the Customer's Connection.

Supply: the administrative act by means of which the amount of electricity and/or gas consumed or returned by the Customer is made available on the Network and/or Gas Transmission Network, not being the transmission.

Metering Company: an organisational unit engaged in collecting, validating and determining the readings of electricity and/or gas Metering Device(s) for

Low-volume Consumption Connections.

Metering Device: the entire assembly of equipment that is intended to at least measure the electricity and/or gas that is exchanged.

Network: one or more connections for the transmission of electricity and the associated transformer, switching and distribution equipment, substations and other auxiliary equipment, except insofar as these connections and this auxiliary equipment are part of a direct supply line to or are located in the System of a producer or a consumer.

Network Manager: a company designated to manage one or more (regional) (Gas Transmission) Networks pursuant to Article 10, 13 or 14 of the Electricity Act or of Article 2, 5 or 6 of the Gas Act.

Nm³: normal cubic metre as defined in the Legislation and Regulations (Glossary of Gas Terms (Begrippenlijst Gas)).

Transfer Point: the physical point at which two connected networks are divided or the connection is made between the network and the connected party's system.

Agreement: the agreement between Eneco and the Customer on the Supply of electricity and/or gas, including any addenda and framework agreements.

Parties: the Customer and Eneco.

Primary Allocation Point: the first Allocation Point assigned to an electrical Connection.

Written/In Writing: these General Terms and Conditions understand 'Written' and 'In Writing' as including digital communication.

Secondary Allocation Point: an Allocation Point other than the Primary Allocation Point that the Network Manager has assigned to the electrical Connection.

Consumption Notification: a notification that the Network Manager periodically issues to the Supplier – including at the time of a Supplier Switch, relocation or the termination of supply – which specifies the meter readings and/or consumption figures. 'Consumption Notification' is also understood as the notification that the Network Manager issues to the Supplier which specifies corrected meter readings and/or consumption figures that Eneco subsequently uses to issue a corrected invoice to the Customer.

Representation: the Customer's representation by a representative as referred to in Article 95n of the

Electricity Act or Article 52c of the Gas Act.

Business Day(s): all the days of a year, other than Saturdays, Sundays and (official) Dutch holidays.

Legislation and Regulations: the applicable legislation and regulations, including at least the Electricity Act and/or Gas Act, the Technical Codes and other secondary regulations based on the acts, as well as the relevant regulations of the National Network Manager, other Network Managers and regional Network Manager and the energy sector's relevant agreements.

Article 2 Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions govern all offers, quotations and Agreements for Eneco's Supply of electricity and/or gas to the Customer.
- 2.2. In the event of contrariety between the provisions of the General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.
- 2.3. The nullity of one or more provisions of these General Terms and Conditions is without prejudice to the other provisions, which continue in full force and remain unimpaired.
- 2.4. Eneco arrives at a reasonable arrangement in any situations not provided for in the General Terms and Conditions and the Agreement.
- 2.5. The Agreement and these General Terms and Conditions are governed by Dutch law.

Article 3 Agreement

Conclusion and term of the Agreement

- 3.1. The Agreement is concluded:
 - a. on Eneco's acceptance of the Customer's application; and/or
 - b. on the Customer's acceptance of Eneco's offer; and/or
 - c. once the Customer has consumed electricity and/or gas or has returned electricity and/or gas to Eneco.
- 3.2. The Agreement is concluded for the term specified in the Agreement. An Agreement that does not specify a term is deemed to have been concluded for a term of one year.
- 3.3. When an Agreement is concluded with two or more Customers then each of these Customers is jointly and severally bound to Eneco to comply with the Agreement.

Prior to Supply

- 3.4. Prior to Supply the Customer shall ensure that the agreements with the Customer's current

- Supplier for the Supply of electricity and/or gas have been validly terminated. This termination is at the Customer's risk and expense.
- 3.5. The Customer ensures that Eneco is in the timely possession of the correct information that Eneco has requested, including the initial meter readings, which it requires to commence the Supply on the agreed date and at the agreed time. The Customer bears the risk and expense of the consequences when Eneco does not have the necessary and correct information in time.

Commencement of the Supply

- 3.6. The Supply commences on the earliest possible date, being either the commencement date specified in the Agreement or the date on which the Customer first consumes electricity and/or gas as referred to in Article 3.1(c).
- 3.7. Should the National or other Network Manager complete the administrative assignment of the Customer's Connection or Allocation Point to Eneco on a date other than the date referred to in Article 3.6 then Eneco is entitled to recover any resultant costs or loss from the Customer.

Amendments to the Agreement

- 3.8. Except insofar as these General Terms and Conditions explicitly provide otherwise, oral notifications and/or oral undertakings and/or oral agreements do not have any legal effect unless confirmed in Writing by a person who is authorised to represent Eneco.
- 3.9. Amendments to the Agreement may be made only when they are laid down in Writing and validly signed by both Parties.

Notice of termination, extension and termination of the Agreement

- 3.10. After the Agreement's end date has passed the Agreement will be tacitly extended, in each case for a term of one year, unless the Agreement has been terminated by giving notice at least three months before the end date of the original Agreement or the Agreement that has been tacitly extended.
- 3.11. Only in the event that the Customer:
- has validly terminated the Agreement or the Agreement ends by operation of law; and
 - has not concluded a new Written agreement with Eneco; and
 - the Supply of electricity and/or gas is not immediately taken over by another Supplier will Eneco be entitled to issue an 'end of supply notice' to the National or other Network Manager and to charge any resultant costs and/or loss to the Customer.

- In the event that Eneco decides:
- not to send an 'end of supply notice' to the National or other Network Manager, and
 - to continue to provide the Customer the necessary quantity of electricity and/or gas then a new, open-ended Agreement shall be deemed to have been concluded between the Parties under the conditions and subject to the charges that Eneco determines at the time. The Customer is entitled to terminate this new Agreement by giving notice at any time, subject to a thirty Calendar Day notice period.

- 3.12. Unless these General Terms and Conditions provide otherwise, the Parties are not entitled to give notice of the termination of the original Agreement or tacitly extended Agreement before the end of the term.
- 3.13. After the Agreement has been terminated the Customer shall be bound by the provisions laid down in or pursuant to the Agreement, until the Customer has complied with all its obligations arising from the Agreement.

Transfer of Agreement

- 3.14. Eneco is entitled to transfer the rights and obligations pursuant to the Agreement and these General Terms and Conditions to, or to have them exercised or fulfilled by, a third party. The Customer gives advance permission for any such transfer.
- 3.15. The Customer is entitled to transfer its rights and obligations pursuant to the Agreement, either in whole or in part, to a third party only after it has received Written permission from Eneco. Eneco may attach conditions to its permission.
- 3.16. The Agreement remains in full effect in the event that Eneco's legal form is converted to a different legal form or in the event that Eneco transfers all or part of its business to a third party.

Supply to a group of consumers

- 3.17. These General Terms and Conditions regard Low-volume Consumption Connections as referred to in Article 95n of the Electricity Act and Article 52c of the Gas Act as High-volume Consumption Connections. In signing this Agreement the Customer waives its Low-volume Consumption Connection rights. Article 4.6, 4.7, 5.2, 7.3 to 7.8, 8.6 to 8.11 and 12.15 of these General Terms and Conditions then also govern Low-volume Consumption Connections as referred to in Article 95n of the Electricity Act and Article 52c of the Gas Act.
- 3.18. When the Customer is a representative as referred to in Article 95n of the Electricity Act

or Article 52c of the Gas Act then it guarantees that it has representative authority to perform legal acts on behalf of this group of consumers, including the conclusion of an Agreement with Eneco, and also that all the requirements of Article 95n of the Electricity Act or of Article 52c of the Gas Act are met. The representative is required to demonstrate its representative authority to Eneco within two weeks after the conclusion of the Agreement. Eneco is entitled to dissolve the Agreement in the event of unauthorised representation, when any resultant loss will be at the Customer's risk and expense.

Other

- 3.19. Eneco is entitled to refrain from concluding the Agreement or, should the Agreement already have been concluded but the Supply has yet to begin, to postpone the commencement date of the Supply or, should the Supply already have begun, to suspend the Supply or to dissolve the Agreement or to attach special conditions to the Supply in the event that:
- the Customer fails to identify itself in the manner prescribed by Eneco and/or fails to provide other information that Eneco requires for the assessment of the application; and/or
 - the person who signed the Agreement on behalf of the Customer did not possess the necessary legal authorisation/competence; and/or
 - the Customer has failed to settle an outstanding debt to Eneco. This is also applicable to outstanding debts relating to one or more other or previous Connections or Allocation Points, provided that there is a sufficient relationship between the claim and the application to justify the refusal; and/or
 - the requirements Eneco imposes on the Customer, including the security requested as defined in Article 13 of these General Terms and Conditions, are not accepted or are not met; and/or
 - it is plausible that the Customer has not complied with or will not comply with one or more of the provisions or regulations of the Agreement or the applicable Legislation or Regulations.
- 3.20. Should Eneco decide to suspend the Supply or dissolve the Agreement pursuant to Article 3.19 then Eneco is entitled to send an 'end of supply notification' to the National or other Network Manager. Eneco will notify the Customer In Writing as the occasion arises. The Customer is obliged to reimburse Eneco for any fees the National or other Network Manager then charges to Eneco.
- 3.21. The Customer is obliged to cooperate with the conclusion, performance and termination, where relevant, of the Agreement and shall refrain from acts or omissions that would impede Eneco from complying with its obligations pursuant to the Agreement or that would cause injury or loss to Eneco's personnel and/or property. The Customer imposes the same obligation on those persons for whom the Customer is liable under law.
- #### Low-volume Consumption Connections
- 3.22. Eneco will, in addition to the provisions of Article 3.1, lay down every Agreement In Writing.
- 3.23. In derogation from the provisions of Article 3.2, the Agreement concluded between the Parties is an open-ended agreement unless the Parties have agreed otherwise In Writing.
- 3.24. In derogation from the provisions of Article 3.10, the open-ended Agreement shall be extended tacitly at the expiry date of the Agreement. The Customer is entitled to terminate the extended Agreement at any time by giving notice with due observance of a notice period of thirty Calendar Days, unless the Parties have agreed on a shorter period In Writing.
- 3.25. In derogation from the provisions of Article 3.14, Eneco shall give the Customer timely notification of any transfer of Eneco's rights and obligations arising from the Agreement to a third party. When Eneco is not liable towards the Customer for a third party's fulfilment, or the transfer does not take place in connection with the transfer of Eneco's business, then the Customer is entitled to terminate the Agreement by giving notice, provided that it does so within thirty Calendar Days after the notification referred to above. A termination fee as referred to in Article 15.7 of these General Terms and Conditions is then not applicable.
- 3.26. The Customer does not incur any costs on the termination of an open-ended Agreement.
- 3.27. When the Parties have concluded a fixed-term Agreement and the Customer terminates the Agreement before the expiry of the agreed term then the Customer is required to pay Eneco the agreed premature termination fee.
- 3.28. The Agreement is governed by Eneco's quality criteria for the provision of services. Information about these quality criteria is available on Eneco's website.
- 3.29. The Customer is not required to pay Eneco a termination fee when the Customer terminates the Agreement within ten Business Days after being notified of an amendment to

the quality criteria, although this is not applicable to non-substantive amendments and/or amendments prescribed by the authorities.

- 3.30. Eneco will lift the measures referred to in Article 3.19 only once the Customer has remedied the reason for the measures and has fully reimbursed Eneco for the resultant costs and for any resultant loss incurred by Eneco. Eneco may attach conditions to lifting the measures referred to above.
- 3.31. Eneco's lawful exercise of its powers as referred to in Article 3.19 and 3.30 of this Article does not result in Eneco's liability for any resultant loss.

Article 4 Connection and transmission

- 4.1. The Customer ensures that the Connections are in compliance with the Legislation and Regulations and that its Systems are connected to the Network Manager's (Gas Transmission) Network.
- 4.2. The Customer concludes one or more Connection and Transmission Agreements with the relevant Network Managers for the Connections and/or Primary Allocation Points that form part of the Agreement. These Connection and Transmission Agreements may not be suspended or terminated while the Agreement is in effect. The Connection and transmission are always at the Customer's risk and expense.
- 4.3. Eneco is authorised to suspend the Supply and/or dissolve the Agreement when the Customer does not fulfil or no longer fulfils all the conditions and provisions of the Connection and Transmission Agreement.
- 4.4. Should the National or other Network Manager limit or interrupt the transmission of electricity and/or gas, or the transmission of electricity and/or gas is limited or interrupted for any other reason, then Eneco is entitled to:
 - a. immediately suspend and/or limit the Supply; and/or
 - b. prohibit the consumption for specific purposes; and/or
 - c. attach special conditions to the Supply.Eneco is not liable for any resultant loss.
- 4.5. The validity and term of the Agreement remain in full effect in the event of any suspension or limitation of the Supply as referred to in Article 4.4.

Low-volume Consumption Connections

- 4.6. In derogation from the provisions of Article 4.2, pursuant to the Electricity Act and the Gas Act, Eneco shall pass on the periodic fees due under the Connection and Transmission Agreement that Eneco concludes with the

Network Manager on the Customer's behalf to the Customer. The Connection and Transmission Agreement is governed by the general terms and conditions of the Dutch Network Managers. The general terms and conditions of the Dutch Network Managers and information about the network management costs are published on the Network Manager's website.

- 4.7. Eneco issues the Customer a confirmation of the Connection and Transmission Agreement, together with the associated network management costs, for Low-volume Consumption Connections included in the Agreement that are new Low-volume Consumption Connections or that are Low-volume Consumption Connections of which the name and/or Chamber of Commerce number have been changed.

Article 5 Authorisation to permit Eneco to start and perform the Supply

- 5.1. The Customer authorises Eneco to consult and use information about its Connections or Allocation Points recorded in the connections register.

Low-volume Consumption Connections

- 5.2. The Customer authorises Eneco to make all the arrangements required to ensure that the Supply can commence on the agreed date, including, where applicable:
 - a. requesting information about the Customer's meter readings and/or consumption in the preceding years from the accessible metering register; and/or
 - b. requesting the expiry date and the notice period of the current Supply agreement with the party responsible for the Supply pursuant to that agreement or from the central end-of-contract register as referred to in Article 7.3 of these General Terms and Conditions; and/or
 - c. terminating the current Supply agreement; and/or
 - d. concluding a Connection and Transmission Agreement on behalf of the Network Manager and terminating the current Connection and Transmission Agreement in the event of a relocation.

Article 6 Programme responsibility

- 6.1. The Customer transfers the programme responsibility to Eneco. Eneco in turn places the programme responsibility with the recognised party responsible for the programme within the Eneco Group.

- 6.2. The Customer undertakes to provide Eneco, at its expense, the information about all scheduled and unscheduled variances in the business operations of the Customer and/or third parties that affect the amount of the Customer's electricity and/or gas consumption that Eneco requires to perform its programme responsibility. The Customer provides this information as soon as the Customer is cognisant of the information. Scheduled variances in the business operations include variances due to maintenance and significant variances in production. Unscheduled variations in the business operations include variances due to breakdowns and emergencies.
- 6.3. When the Customer does not provide Eneco the information referred to in Article 6.2, fails to provide the information in time, fails to provide complete information or provides incorrect information, then Eneco will perform its programme responsibility on the basis of estimated information and/or information that is incorrect in whole or in part. Eneco is then entitled to charge the Customer any resultant imbalance and/or administrative costs.

Article 7 Recording and using Customer data

- 7.1. Eneco records and uses the Customer's data in the context of the application for, conclusion of and/or performance of the Agreement and/or other services.
- 7.2. Eneco is entitled to have the data obtained from the Metering Device at its disposal and to process the data to the extent required for the appropriate performance of the Agreement and for the performance of its statutory duties and/or fulfilment of its statutory obligations.

Low-volume Consumption Connections

- 7.3. Eneco may consult the Suppliers' end-of-contract register to inform the Customer of any concurrence of the Agreement with another Supply agreement, where relevant, and, when the Customer so wishes, to avoid the conclusion of a second agreement for Supply.
- 7.4. The Customer authorises Eneco to enter its Agreement details in the end-of-contract register.
- 7.5. Eneco uses the accessible metering register to establish the meter readings or the consumption, in particular in the event of relocation and a Supplier Switch.
- 7.6. In derogation from the provisions of Article 7.2, Eneco cannot automatically obtain quarterly or daily metering data. A supplementary Written agreement between the Parties is

required when the Customer is of the opinion that Eneco should also have access to this data.

- 7.7. The Customer can submit a Written request to Eneco to obtain a copy of the personal details, in so far as those details can be traced back to a natural person, that are retained by Eneco. Eneco then sends a statement of these personal details to the Customer.
- 7.8. The Customer can submit a Written request, stating the reasons, to Eneco for a change to its personal details. Eneco then explains its decision on the request in a Written answer to the Customer.

Article 8 Customer's Metering Device and metering data to be provided by the Customer

- 8.1. The Customer makes the arrangements, at its expense and risk, for the installation and maintenance of one or more Metering Devices that comply with the Legislation and Regulations, including the appropriate administrative registration of the identifying characteristics of the Metering Devices in the systems intended for that purpose.
- 8.2. The Customer is responsible for and bears the expense and risk of the timely and correct registration of the metering data of the Connections and/or Allocation Points in accordance with the provisions of the Connection and Transmission Agreement and the Legislation and Regulations, as well as for ensuring for the timely provision of correct data to Eneco.
- 8.3. The Customer can perform its responsibilities referred to in Article 8.1 and 8.2 by concluding an agreement with a Recognised Metered Data Responsible Party.
- 8.4. Eneco can never be held liable for the failure of the Customer and/or the Recognised Metered Data Responsible Party contracted by the Customer to record correct measurement data and/or failure to record the measurement data in time.
- 8.5. Eneco is entitled to charge the Customer for any loss and/or costs incurred when the Customer has not fulfilled or does not fulfil the provisions of Article 8.1 and 8.2.

Low-volume Consumption Connections

- 8.6. In derogation from the provisions of Article 8.1, the Network Manager arranges for the installation and maintenance of one or more Metering Devices.
- 8.7. The Customer authorises Eneco, or the Metering Company contracted by Eneco, to

- collect the metering data registered by the Metering Device and to process the data or have the data processed.
- 8.8. The Customer is obliged to make use of any Metering Company contracted by Eneco.
 - 8.9. Eneco reserves the right to charge the Customer the costs incurred by the Metering Company contracted by Eneco in its performance of its duties and responsibilities.
 - 8.10. The Customer is under the obligation, when so requested by Eneco or the Metering Company contracted by Eneco, to notify Eneco, within the specified time, of the meter readings of Metering Devices that cannot be collected remotely. Should the Customer fail to give notification of the meter readings, give notification in time or give correct meter readings then Eneco is entitled to charge the Customer an administrative fee of EUR 250 for each Connection or Allocation Point.
 - 8.11. The Customer is obliged to grant Eneco or the Metering Company contracted by Eneco access to the Metering Devices at all times to ensure that the metering data can be collected and passed on to Eneco in good time. The Customer bears the risk and expense of its failure to cooperate with the above, in which case the Customer will, for example, bear the consequences of the estimation of data and the extra costs incurred in the subsequent collection of the metering data.
 - 8.12. In derogation from the provisions of Article 8.7, the Customer may exercise its discretion in its selection of the Metering Company for its Low-volume Consumption Connections as referred to in Article 95n of the Electricity Act and Article 52c of the Gas Act. The Customer must notify Eneco of its selection of a Metering Company other than the Metering Company contracted by Eneco at least thirty Calendar Days before the commencement date of the Agreement. Should the Customer fail to notify Eneco or fail to notify Eneco in time then the Customer will be under the obligation to make use of the services of the Metering Company contracted by Eneco.

Article 9 Determination of the amount of the Supply and any corrections thereto

Collection of the measurement data and the determination of the amount of the Supply

- 9.1. The amount of electricity and/or gas consumed by the Customer purchases (hereinafter also referred to as the amount of the Supply) is measured by the Metering Devices for the relevant Connections and/or Allocation Points of the Customer.
- 9.2. The Recognised Metered Data Responsible

- 9.3. Party collects the measurement data for High-volume Consumption Connections, and Eneco or the Metering Company contracted by Eneco collects the measurement data for Low-volume Consumption Connections. These measurement data are then submitted to the National or other Network Manager. The National or other Network Manager then sends Eneco Consumption Notifications that contain specifications of the metering data.
- 9.4. Eneco submits invoices for the amount of the Supply to the Customer which are, in principle, based on the Confirmation Notifications referred to in Article 9.2, and are in accordance with the provisions of Article 12 of these General Terms and Conditions.
- 9.5. The Consumption Notifications referred to in Article 9.2 serve as the sole basis for the definitive determination of the amount of the Supply and the associated invoices, unless the provisions of Article 9.6 and 10 of these General Terms and Conditions are applicable.
- 9.5. The Customer must refrain from all acts that complicate or prevent the accurate determination of the amount of the Supply.

Estimation of the consumption

- 9.6. Eneco is authorised to estimate the amount of the Supply in a given period when it is not possible to determine the amount of the Supply in the period in question, for example because Eneco does not receive the requisite measuring data in time or because a manifest error was made when the metering data was collected or sent to Eneco. Eneco will then – without prejudice to Eneco’s obligation to subsequently charge the Customer, when feasible, for the Customers’ actual consumption of electricity and/or gas in the relevant period – make the estimate on the basis of the data it has at its disposal at that time. These estimates can be made on the basis of the following benchmarks:
 - a. the amount of the Supply in the same period in the preceding year; or
 - b. the average amount of the Supply in the preceding and subsequent period; or
 - c. another reasonable benchmark.
- 9.7. Eneco is entitled to make an advance estimate of the amount of the Supply and to periodically charge the Customer on the basis of its estimate. Eneco shall notify the Customer, In Writing, of its decision to exercise this power.
- 9.8. Once Eneco receives a Consumption Notification from the National or other Network Manager for the period for which Eneco had charged the Customer for its estimate of the consumption then Eneco will set off any difference between the estimate

referred to in Article 9.6 and 9.7 against the amount of electricity and/or gas consumed by the Customer as specified in the Consumption Notification issued by the National or other Network Manager.

Correction of the amount of the Supply

- 9.9. When Eneco receives a Consumption Notification or other notification from the National or other Network Manager that specifies a corrected amount of the Supply in a specific period then Eneco will, with due observance of the provisions of Article 9.11, 9.12 and 12.5, recalculate the amount the Customer is to pay to Eneco on the basis of the corrected consumption during that period. This recalculation may result in an offset with the Customer. This paragraph is without prejudice to Article 10 of these General Terms and Conditions.
- 9.10. The Recognised Metered Data Responsible Party carries out a physical inspection of the Metering Device once every 6 years. The provisions of Article 9.9 remain in full effect for corrections on the basis of the aforementioned physical inspection and on the understanding that, as the occasion arises, any such correction can extend to the full 6-year period or a longer period.

Recalculation

- 9.11. When the recalculation as referred to in Article 9.8, 9.9, 9.10 and 10.4 reveals that a setoff is required then the amount to be set off will, depending on the outcome of the recalculation, be credited to the Customer or to Eneco. Any such offset will be for a maximum of 5 years backdated from the date on which Eneco receives the corrected Consumption Notification from the National or other Network Manager. When the setoff is credited to Eneco then Eneco is also entitled to charge the Customer interest of 3 (three) percent per annum over the aforementioned period.
- 9.12. When the Customer has not complied with the provisions of Article 8.2 or 8.10, or not complied with those provisions in full, and the recalculation as referred to in Article 9.8, 9.9, 9.10 and 10.4 reveals that an offset is required, then the period for an offset credited to the Customer is of a maximum of 24 months backdated from the date on which Eneco receives the corrected Consumption Notification from the National or other Network Manager, and the period for an offset credited to Eneco encompasses the entire corrected consumption period backdated from the date on which Eneco receives the corrected Consumption Notification from the

National or other Network Manager, whereby Eneco is also entitled to charge the Customer interest of 3 (three) percent per annum over the aforementioned period.

- 9.13. Should Eneco have charged the Customer for an incorrect amount of the Supply in any period then Eneco's obligation to recalculate the amount of the Supply and the resultant offset to be credited to the Customer does not, irrespective of the reason, extend beyond the provisions of Article 9 and 10 of these General Terms and Conditions. Eneco can never be obliged to pay any other compensation and/or offset in these situations.
- 9.14. When Eneco carries out a recalculation on the basis of a corrected amount of the Supply then Eneco is also entitled to charge any market price difference to the Customer. When the corrected amount of the Supply in a specific period is greater than the amount that was originally determined for that period then the difference in the amount is charged on the basis of the contracted delivery price or the APX / Day Ahead price, whichever is highest, during the relevant period. When the corrected amount of the Supply in a specific period is lower than the amount that was originally determined for that period then the difference in the amount is charged on the basis of the contracted delivery price or the APX / Day Ahead price, whichever is lowest, during the relevant period.

Article 10 Inspection of the Metering Device and/or metering data

- 10.1. Either Party can request the relevant Recognised Metered Data Responsible Party, relevant Metering Company or relevant National or other Network Manager to carry out an inspection when doubts arise about the accuracy of the amount of the Supply as determined in accordance with the provisions of Article 9.1 of these General Terms and Conditions that Eneco has charged to the Customer. The Party that exercises this option immediately notifies the other Party in Writing and immediately informs the other Party, in Writing, of the results of the inspection. The request for an inspection referred to in this paragraph can never lead to the termination or suspension of the Customer's obligation to pay Eneco for the amount of the Supply that has already been charged to the Customer.
- 10.2. The costs of the inspection referred to in Article 10.1 are borne by the Party that the relevant Recognised Metered Data Responsible Party, the relevant Metering Company or the relevant National or other

Network Manager rules against or largely rules against, without prejudice to any options available to the Party to recover these costs from a third party.

- 10.3. When the inspection reveals that the amount of the Supply that Eneco charged the Customer was incorrect then Eneco requests the National or other Network Manager to issue a corrected Consumption Notification on the basis of the outcome of the inspection.
- 10.4. On the receipt of the corrected Consumption Notification referred to in Article 10.3 Eneco, with due observance of the provisions of Article 9.11 and 9.12, recalculates the amount charged by Eneco to the Customer. This may result in a Customer offset.
- 10.5. The Customer must notify Eneco immediately when an inspection of the Metering Device and/or metering data is required pursuant to the Connection and Transmission Agreement or on other grounds, and must immediately inform Eneco of the results of the completed inspection.

Article 11 Charges

- 11.1. Pursuant to the Agreement, the Customer is required to pay Eneco the charges for the Supply and for any other agreed services.
- 11.2. Eneco is entitled to adjust the agreed charges unless the Parties stipulate otherwise in the Agreement. Eneco shall issue the Customer advance, timely Written notification of any such adjustment.
- 11.3. Eneco reserves the right to pass on the consequences of amendments to the Legislation and Regulations to the Customer, for example the consequences of:
 - a. adjustments of energy tax and VAT rates, and/or
 - b. generic adjustments, for example in the event of the general capacity, national transmission, penalties and/or commodity pricing structure, made prior to or during the term of this Agreement. The Customer is not then entitled to terminate the Agreement before the end of the term.
- 11.4. All charges owed by the Customer pursuant to the Agreement are increased with any and all existing or future taxes, surcharges and/or duties that Eneco is obliged or authorised to levy on the Customer pursuant to a government order.
- 11.5. Should an authority such as the Dutch Tax and Customs Administration impose an additional assessment on Eneco for the taxes, surcharges and/or duties, such as energy tax and VAT, referred to in Article 11.3 then Eneco is entitled to pass the amount of the additional

assessment, including interest, on to the Customer. Eneco reserves the right to increase this additional assessment with other costs Eneco has incurred.

- 11.6. Eneco is under the obligation to refund the Customer any demonstrable excess payment of the taxes, surcharges and/or duties, such as energy tax and VAT, referred to in Article 11.3 that the Customer made to Eneco. Any such refund can be claimed for a maximum of five years backdated from the date on which the Customer demonstrates that it has paid an excess amount.
- 11.7. Following a tacit extension of the Agreement, the Customer will be required to pay a charge to Eneco, specified by Eneco, from the date on which the Agreement is extended. Eneco will specify this charge due to Eneco and/or any other services, where relevant, at periodic intervals. Eneco is entitled to amend the conditions attached to a tacit extension of the Agreement.
- 11.8. Eneco is entitled, where relevant to the request of the Customer, to designate services as supplementary services and to invoice the Customer a separate charge for those services. Eneco shall give the Customer advance notification of its performance of a supplementary service.

Low-volume Consumption Connections

- 11.9. Adjustments of charges on the basis of the Connection and Transmission Agreement as referred to in Article 4.6 of these General Terms and Conditions are made in accordance with the general terms and conditions of the Network Managers.

Article 12 Invoicing and payment

Invoicing

- 12.1. Eneco issues periodic itemised invoices to the Customer for all charges to be paid by the Customer pursuant to the Agreement and these General Terms and Conditions.
- 12.2. The payment term is fourteen Calendar Days from the invoice date.
- 12.3. The statutory time limit is set at fourteen Calendar Days from the invoice date.
- 12.4. Invoices for the Customer are, in principal, issued in digital form on an online portal made available by Eneco. The Customer is not entitled to the standard issue of hard-copy invoices unless otherwise specified in the Agreement. The Customer has the option of examining and printing the invoices on the online portal. The Customer agrees to this in advance. Articles 12.1 to 12.13 remain in full effect.

12.5. Eneco is entitled to issue the Customer corrected invoices, for example when Eneco receives a corrected Consumption Notification from the National or other Network Manager for a specific period. Eneco is entitled to decide whether a correction will be made by issuing a separate correction invoice or by setting off the amount against the next regular invoiced amount. Eneco is also entitled to decide not to issue an invoice for the corrected amount of the Supply when the difference, either positive or negative, between the corrected Consumption Notification and the original Consumption Notification is less than 200 kWh of electricity or 40 Nm³ of gas.

Payment

- 12.6. Payments to Eneco can be made solely by means of bank transfer or direct debit. The Parties shall agree on the payment method at a later point in time. Eneco does not accept cash payments.
- 12.7. The Customer shall bear the costs incurred by Eneco when the Customer settles its invoices by means of direct debit to Eneco and a payment is reversed. When a payment is reversed Eneco is entitled to change the payment method from direct debit to bank transfer, when any discount granted for direct debit will also be terminated.
- 12.8. When the Customer fails to pay an invoice or pay an invoice in time and/or in full then the Customer shall be in default by operation of law without further notice of default being required. The payment obligation is never cancelled or suspended on the grounds of an objection against an invoice.
- 12.9. Should the Customer fail to settle an invoice within the payment term then Eneco is entitled to charge additional default interest on the invoiced amount of 1.5% per month for each day on which the payment of the invoiced amount remains outstanding. Eneco is also entitled to a reimbursement of judicial and/or extrajudicial collection costs, set at 15% of the outstanding amount, with a minimum of EUR 250. Eneco will demand immediate payment of the amounts referred to in this paragraph.

Offset

- 12.10. Eneco is entitled to set off amounts due to the Customer against any amount payable by the Customer. The Customer, in contrast to Eneco, is not entitled to set off an amount it is charged against any amount payable by Eneco. Nor is the Customer entitled to suspend its payment obligation.
- 12.11. Eneco is entitled to set off credit invoices

against debit invoices when a debit invoice is outstanding on the expiry of the payment term.

- 12.12. The Customer shall issue Eneco Written notification of any dispute of an invoice within the agreed payment term. Eneco is not under the obligation to take up disputes of invoices notified to Eneco after the expiry of this term. The undisputed portion of all invoices must be settled within the payment term.
- 12.13. Claims by the Customer against Eneco arising from the Agreement are not transferable under property law as referred to in Section 3:83(2) of the Dutch Civil Code, and cannot be pledged.

Low-volume Consumption Connections

- 12.14. In derogation from the provisions of Article 12.10, the Customer is entitled to set off any amount due from Eneco when the statutory set-off requirements are met. However, the Customer is not entitled to set off any amounts that Eneco has charged in advance invoices.
- 12.15. Eneco charges the Customer the periodic fees due from the Customer to the Network Manager arising from the Connection and Transmission Agreement. The Customer is under the obligation to pay these fees to Eneco: this obligation on the Customer can be discharged solely by payments to Eneco.
- 12.16. Eneco issues the Customer an itemised invoice of the charges in the event of relocation, in the event of the termination of the Agreement, and in any case at least once a year. The criteria that are then adopted are listed in Eneco's quality criteria for the provision of services.
- 12.17. When Eneco so wishes, the Customer is required to make an advance payment towards the charges for the Supply during the current billing term. Eneco specifies, in reasonableness, the amount of the advances, the period to which they relate and the times at which they shall be invoiced to and settled by the Customer. The Customer can submit a reasoned request to Eneco for an adjustment of the amount of the advance payments. Eneco shall reach a decision on any such request in reasonableness.
- 12.18. The itemised invoice issued to the Customer at least once a year in accordance with the provisions of Article 12.1 includes set offs of at least the advances charged to and settled by the Customer.

Article 13 Guarantee, advance payment and security deposit

Creditworthiness investigation

- 13.1. Eneco is at all times entitled to investigate or arrange for the investigation of the Customer's creditworthiness to assess whether the Customer will be able to comply with its obligations pursuant to the Agreement. The Customer shall cooperate with any such an investigation.

Security

- 13.2. The Customer is under the obligation to furnish Eneco security promptly when so requested that covers, for example:
- charges, and/or
 - financial positions taken up by Eneco on behalf of the Customer.
- 13.3. Eneco can require the security referred to above from the Customer prior to, during or after the expiry of the Agreement, although in the last instance solely when the Customer has not settled all amounts due to Eneco, and can request the Customer to furnish any such security.
- 13.4. Eneco determines the type of security to be furnished from options including the following:
- a corporate guarantee; and/or
 - an unconditional and irrevocable bank guarantee for an indefinite term, issued by a reputable financial institution in the Netherlands that is supervised by De Nederlandsche Bank and has received a Standard & Poor's A rating or equivalent; and/or
 - a security deposit; and/or
 - a guarantee furnished by third parties; and/or
 - a periodic advance payment.
- The form and amount of the security referred to in this paragraph is determined by Eneco and shall at least be equal to the amount that, in Eneco's opinion, will be payable by the Customer over a six-month period and increased by an amount equal to the financial positions taken up by Eneco on the Customer's behalf, unless Eneco is of the opinion that a lower amount of security will suffice. The Customer shall bear the expense of this security and the furnishing of the security.
- 13.5. Eneco explains, on the Customer's request, why it requires this security from the Customer. However, any such request from the Customer is without prejudice to the Customer's obligation to furnish the security requested by Eneco.
- 13.6. The Customer shall furnish the security

required by Eneco within ten Business Days after Eneco's request to that effect. Should the Customer not comply with its request then Eneco is entitled to:

- suspend the Delivery for a period to be determined by Eneco; or
- dissolve the Agreement with immediate effect or, at Eneco's discretion, to dissolve the Agreement with a period of notice; or
- sell the financial positions Eneco has taken up on behalf of the Customer in the market either in whole or in part at the prevailing market prices at the time, or to hedge or wind down the positions in some other manner.

The Customer shall bear the cost of all the associated negative trading and other results, loss and accompanying costs. Eneco is not then liable for compensation towards the Customer, but the Customer is liable for compensation towards Eneco.

Security deposit

- 13.7. Eneco refunds a security deposit only once the Customer has settled all payments arising from the Agreement and Eneco no longer has any financial positions that it took up on behalf of the Customer. Should the Customer fail to settle all outstanding payments within a reasonable term stipulated by Eneco then Eneco is entitled to deduct the aforementioned outstanding payments from the security deposit before refunding the remainder of the security deposit to the Customer.
- 13.8. Eneco pays the Customer interest from the time that the Customer lodges the security deposit. The interest percentage on the security deposit is equal to the statutory interest rate on consumer transactions less three (3) percent, but always of a minimum of one (1) percent. Eneco pays (and/or sets off) the interest to the Customer when it refunds the security deposit.

Corporate guarantee

- 13.9. When the Customer has been issued a letter of support as referred to in Clause 2:403 of the Dutch Civil Code by its principal holding company and the relevant principal holding company is, in Eneco's opinion, sufficiently creditworthy then Eneco can take the creditworthiness of the principal holding company into account when assessing the Customer's creditworthiness, provided that:
- the Customer furnishes a copy of the relevant letter of support;
 - the principal holding company submits a declaration stating that it will issue Eneco timely and specific notification of any

withdrawal of the letter of support (Eneco shall specify the precise wording of the declaration). Should the letter of support be withdrawn, for whatsoever reason, or the credit-worthiness of the principal holding company be reduced by more than 10%, then the Customer shall, at Eneco's discretion, furnish Eneco equivalent substitute security in accordance with the provisions of the Letter of Awareness. The Customer shall also issue Eneco notification of any withdrawal of other security on the grounds of Article 13.2, or otherwise, in good time before the withdrawal and shall furnish Eneco equivalent substitute security as determined by Eneco. When any such substitute security is not furnished or not furnished in time then the original security will remain in full effect. Eneco is also at liberty to exercise the provisions of Article 13.4.

Other

13.10. Eneco's decision to exercise the powers referred to in this Article can never result in Eneco's liability towards the Customer.

Low-volume Consumption Connections

13.11. In addition to the provisions of Article 13.7, the security deposit shall be refunded or offset within six weeks of the issue of the final invoice on the termination of the Agreement.

Article 14 Duty to provide information

- 14.1. The Parties are under the obligation to give immediate notification to each other of any change in a characteristic of the Connection or the Allocation Point, such as the profile category, as compared to the agreements reached between the Parties. Eneco is then entitled to adjust the charge for the Supply from the time at which the change enters into effect.
- 14.2. The Customer is under the obligation to give Eneco immediate notification of its expectation that
- its actual consumption of electricity will vary by more than twenty percent, or more than 1,000,000 kilowatt-hours (kWh) per annum, from the contracted annual consumption of electricity due to factors such as the Customer's generation of its electricity; and/or
 - its actual consumption of gas will vary by more than ten percent per annum from the Agreement; and/or
 - its expected consumption profile will vary from the historical consumption profile (that the Customer previously submitted to

Eneco).

Eneco shall then determine, in reasonableness, the conditions to be attached to the supply of electricity or gas to the Customer during the remaining term of the Supply agreed between the Parties.

- 14.3 The Customer is under the obligation to give Eneco immediate Written notification of any circumstances and/or changes of relevance to the performance of the Agreement, in any event including:
- scheduled interruptions in and/or scheduled changes to the standard business operations;
 - unscheduled interruptions, malfunctions, shutdowns and/or other unscheduled variances from the standard business operations;
 - information about any deterioration or potential deterioration in its financial position;
 - changes in the Customer's name as recorded in the Agreement;
 - any change in the representative, where relevant;
 - changes in the names and email addresses of contact persons;
 - changes in bank account numbers and invoice and/or correspondence addresses;
 - an intended relocation, contract takeover or business discontinuation; and
 - organisational changes, such as mergers, takeovers, partial sales of business activities or new business activities.
- 14.4. Eneco is entitled to pass on the information and details of occurrences and changes in circumstances within the meaning of Article 14.3 to the relevant Network Manager when, and subject to the condition that, the Network Manager needs and uses the above solely to perform and fulfil its statutory duties and/or obligations.
- 14.5. The Customer is under the obligation to give Eneco immediate notification of actual and intended changes, variances or occurrences as referred to in Article 14.1 to 14.3. The Customer is liable for any loss incurred by Eneco, such as the loss Eneco incurs in purchasing and/or selling electricity and/or gas on the wholesale market and the other costs charged to Eneco.
- ### **Article 15 Premature termination**
- 15.1. The Parties are entitled to dissolve the Agreement with immediate effect by means of registered letter, without any demand, notice of default or judicial intervention being required, and without prejudice to their other

rights pursuant to this Agreement in the event that:

- a. a suspension of payments is granted to the other Party; and/or
- b. the other Party files a winding-up petition or is put into liquidation.

When the Agreement is terminated in accordance with the provisions of this paragraph then the Party that terminates the Agreement can never be held liable for any loss, this without prejudice to the provisions of Article 15.6.

- 15.2. In derogation from the provisions of Article 3 of these General Terms and Conditions Eneco is, without prejudice to Eneco's other rights pursuant to this Agreement, entitled to dissolve the Agreement, at Eneco's discretion either with immediate effect or with a period of notice, by means of a registered letter, without any demand, notice of default or judicial intervention being required, in the event that:
 - a. the other Party is in default in the fulfilment of a payment obligation and that default continues for a period of longer than fourteen Calendar Days; and/or
 - b. the other Party is otherwise in default in the fulfilment of its obligations pursuant to the Agreement; and/or
 - c. the Customer's necessary Connection and Transmission Agreement has been terminated; and/or
 - d. the Customer has arranged for the implementation of a Supplier Switch for the electricity and/or gas it is supplied by Eneco.

When Eneco terminates the Agreement pursuant to the provisions of this paragraph then Eneco can never be held liable for any loss.

- 15.3. In derogation from the provisions of Article 3 of these General Terms and Conditions, the Customer is entitled to terminate the Agreement before the end of the term should the Customer discontinue its business. The Customer must then terminate the Agreement by giving notice In Writing immediately after the resolution to discontinue the business has been passed.
- 15.4. On termination pursuant to the provisions of Article 15.1, 15.2 and/or 15.3 the Customer shall owe an immediately payable termination fee to Eneco. Eneco shall determine the amount of this termination fee, which can consist of components including the following:
 - a. Costs incurred in the sale of previously purchased electricity and/or gas;
 - b. Agreed surcharges;
 - c. Costs relating to transmission and services;
 - d. Costs incurred in the completion of the pre-

mature termination;

- e. Loss incurred as a result of the reversal of financial positions that Eneco took up on behalf of the Customer;
- f. Other lost income and/or costs, such as unrealised profit, charges that have not been invoiced and fixed fees that have not been charged and interest.

- 15.5. When the Agreement is terminated prematurely pursuant to the provisions of this Article amounts that the Customer owed at the time of the termination become immediately due and payable.
- 15.6. Eneco's lawful exercise of its powers as referred to in this Article does not result in Eneco's liability for any resultant loss.

Low-volume Consumption Connections

- 15.7. In derogation from the provisions of Article 15.4, Eneco is entitled to a charge the Customer a termination fee solely when the Agreement is prematurely terminated during the initial contract term. The termination fee is set at 15% of the value of the remaining term of the Agreement, with a minimum of EUR 100 per Connection or Allocation Point for each remaining year of the term. The value of the remaining term is determined on the basis of the term specified in the agreement, the charges and the standard annual consumption specified by the Network Manager.
- 15.8. In addition to the provisions of Article 15.1 and 15.2, Eneco is entitled to dissolve the Agreement without judicial intervention when:
 - a. the interruption of the Supply referred to in Article 4.4 of these General Terms and Conditions continues for longer than thirty consecutive Calendar Days;
 - b. a debt rescheduling scheme is declared applicable to the Customer by court order.Eneco is also entitled to suspend the Supply in the event of a liquidation, suspension of payments or a debt rescheduling scheme declared applicable by court order.
- 15.9. Eneco shall immediately notify the Customer of its decision to exercise its power as referred to in this Article.

Article 16 Relocation

- 16.1. In the event of relocation, the Customer is under the obligation to continue the Agreement for its remaining term for its new Connections or Allocation Points. The Customer gives Eneco Written notification of its relocation at least thirty Calendar Days in advance.
- 16.2. Eneco reserves the right to adjust the Agreement, including the charges, and to

invoice the Customer for any costs incurred, when Eneco is of the opinion that the amount of the Supply and/or the consumption profile at the Connection or Allocation Point at the new location(s) is substantially different from the amount of the Supply and/or the consumption profile at the Connection or Allocation Point at the old location(s) or that the characteristics of the Connection or Allocation Point at the new location(s) including, for example, the profile category, differ from the characteristics of the Connection or Allocation Point at the old location(s).

- 16.3. Article 15.4 is applicable mutatis mutandis when the continuation of the Agreement at the Connection or Allocation Point as laid down in Article 16.1 is not reasonably feasible.
- 16.4. When the Customer temporarily does not have a Connection or Allocation Point at the new location(s) then the Parties decide, in consultation, whether Eneco's obligation for the Supply shall be suspended, and if so under which conditions, until the time that the Customer has a Connection or Allocation Point at the new location.

Low-volume Consumption Connections

- 16.5. On relocation the Customer is, in derogation from the provisions of Article 16.1, under the obligation to notify Eneco of the relocation and the new Connections and/or new Allocation Points at least ten Business Days before the relocation date.
- 16.6. On relocation the Customer is also under the following obligations towards Eneco when Connection Points or Allocation Points are not equipped with a remotely readable Metering Device:
- a. the Customer shall, within five Business Days after its relocation, submit Eneco a statement signed by the Customer and, preferably, by the new owners/tenants which states the readings of the Metering Devices of the old Connections or the old Allocation Points at the time of the Customer's departure; and
 - b. the Customer shall, within five Business Days after its relocation, submit Eneco a statement signed by the Customer and, preferably, by the old owners/tenants which states the readings of the Metering Devices of the new Connections or the new Allocation Points at the time of the Customer's arrival.
- 16.7. On the Customer's relocation, Eneco will provide information including information about the conclusion of a new Connection and Transmission Agreement for the new

Connections or new Allocation Points.

- 16.8. Eneco is entitled to adjust the Agreement when Eneco expects that the Supply to the new Connections or new Allocation Points will be greatly different from the Supply to the old Connections or old Allocation Points. When on its relocation the Customer temporarily has two Connections or Allocation Points at its old and new location then Eneco will provide the Supply to both the old and the new Connection or the old and new Allocation Point under the agreed conditions unless Eneco cannot reasonably be expected to provide the Supply to both the old and the new Connection or the old and new Allocation Point under the agreed conditions.

Article 17 Change of circumstances

- 17.1. The Parties shall make any necessary adjustments to the existing Agreement when unexpected circumstances, for example amendments of the Legislation and Regulations, occur that are such that according to criteria of reasonableness and fairness unaltered maintenance of this agreement cannot be required of one or both Parties.
- 17.2. When the Parties are unable to adjust the existing Agreement in the situation referred to in Article 17.1 then the Parties will enter into consultations on the conclusion of a new Agreement. When the Parties are unable to concur on the conclusion of a new Agreement that cancel out, or largely cancel out, the negative effects of the aforementioned amendments, then the Agreement shall end by operation of law at the time that the negative effects materialise or are at risk of materialising, whereby neither Party is obliged to reimburse any costs or pay any compensation to the other Party relating to the unexpected circumstances referred to in Article 17.1. The Customer is required to fulfil all its obligations arising from the Agreement until the date on which a Supplier Switch to another Supplier has been implemented for the relevant Connections or Allocation Points.

Article 18 Liability

- 18.1. Any liability of Eneco towards the Customer is limited to the direct loss incurred by the Customer arising from any occurrence for which Eneco is liable by law. Eneco is not liable for indirect loss. Indirect loss is loss including:
- a. Consequential loss;
 - b. Trading loss;
 - c. Lost income;
 - d. Lost savings;

- e. Loss due to business interruption;
 - f. Loss due to reduced goodwill;
 - g. Customer liability towards third parties;
 - h. Intangible loss.
- 18.2. Eneco is not liable for loss incurred as a result of force majeure as described in detail in Article 20.
- 18.3. Any obligation of Eneco, with due observance of Article 18.1 and 18.2, to compensate the Customer for loss is always limited to compensation of an amount equal to three times the average monthly invoice amount for the Supply (inclusive of energy tax and VAT), calculated over the preceding twelve months, but always to a maximum of EUR 100,000 per occurrence and to a cumulative maximum of EUR 500,000 a calendar year.
- 18.4. The limitation of liability arising from the provisions of Article 18.3 is not applicable when the aforementioned loss arises from intent on the part of Eneco.
- 18.5. The Customer indemnifies Eneco against claims for compensation from third parties for loss when and to the extent that the claim against Eneco for loss is the result of:
- a. Eneco's performance of the Agreement, or
 - b. an occurrence for which the Customer is contractually or non-contractually liable towards Eneco,
- except insofar as the loss arises from intent on the part of Eneco.
- 18.6. The Customer must promptly notify Eneco of any loss-causing – or potentially loss-causing – situation as soon as the Customer becomes aware of the situation. The Customer must give Eneco Written notification of any loss that has already been incurred as soon as possible and in any case within thirty Calendar Days of the occurrence of the loss, unless the Customer can make a plausible case for its inability to give earlier notification of the loss. Eneco is not liable for loss caused by the Customer's failure to fulfil its obligations referred to in this paragraph or failure to fulfil its obligations in time. This failure to fulfil its obligations also refers to the situation in which the Customer could have been aware of a specific loss or loss-causing situation but failed to observe this for whatever reason and, consequently, did not notify Eneco in time.

Low-volume Consumption Connections

- 18.7. Articles 18.3 to 18.5 are not applicable.
- 18.8. Except in the case of loss arising as a result of intent or gross negligence on the part of Eneco, compensation is never given for the following types of loss:

- a. property the Customer uses when conducting a business or a profession; or
 - b. business interruption; or
 - c. inability to conduct a profession; or
 - d. loss of profits.
- 18.9. When and to the extent that pursuant to these General Terms and Conditions Eneco is under the obligation to compensate the Customer for loss then this compensation is limited to a maximum of EUR 2,000,000 for each occurrence, for all Customers in combination. When the total of the loss resulting from personal injury and/or damaged property is more than EUR 2,000,000 then Customers shall receive compensation in proportion to the their claim.
- 18.10. Moreover, the compensation of loss other than damages relating to personal injury is, irrespective of the total amount of the loss, limited to a maximum of EUR 1,400 per Customer.
- 18.11. The liability regime referred to in the preceding paragraphs of this Article is also applicable to third parties Eneco calls in for the performance of the Agreement and to persons for whom Eneco or a third party of this nature is liable.

Article 19 Confidentiality

- 19.1. The Parties shall treat the content of the Agreement and all information the Parties obtain in the context of the Agreement, with the exception of the metering data and information that is publicly known, as strictly confidential information. The Parties shall maintain the complete confidentiality of the strictly confidential information during the term of the Agreement and for three years after the expiry of the Agreement.
- 19.2. The Parties shall not disseminate the confidential information within their organisations to persons other than those who need the information for the appropriate performance of the Agreement. The Parties require their personnel to comply with this confidentiality clause.
- 19.3. Confidential information is disclosed to third parties only once the other Party has given Written permission to do so, or when disclosure is required by law.
- 19.4. Eneco complies with privacy legislation when processing personal data. Information about Eneco's privacy procedures is available in its privacy statement on the Eneco website.

Article 20 Force majeure

- 20.1. When one of the Parties is unable to fulfil its

obligations pursuant to the Agreement due to a force majeure event then that Party shall, when feasible, immediately notify the other Party of the force majeure event, together with a statement of all particulars and including a reasonable estimate of the duration of the force majeure event. This Party also keeps the other Party informed about all developments relating to the force majeure event. The Party claiming force majeure is under the obligation to remedy the force majeure as quickly as possible by implementing the measures that may be expected from a reasonable and prudent Party. These measures are implemented at the risk and expense of the Party affected by force majeure.

- 20.2. Eneco may, without prejudice to the provisions of Article 4 and 18 of these General Terms and Conditions, invoke force majeure when it is unable to fulfil its contractual obligations, fulfil them in time or fulfil them in full due to the following circumstance or circumstances:
- the failure or malfunctioning of a System or Connection of the Customer; and/or
 - an interruption or limitation of the Supply due to a failure in or malfunction of the (Gas Transmission) network or equipment such as a booster transformer in the electricity grid; and/or
 - the absence, suspension or termination of a Connection and Transmission Agreement; and/or
 - a malfunction in communication or other equipment or software, expressly including malfunctions due to cyber-attacks; and/or
 - every other circumstance in the context of the Connection and the transmission of electricity and/or gas.
- The Customer bears the risk and expense of the consequences of any such impediments.

Article 21 Permits

Low-volume Consumption Connections

- 21.1. The obligation to Supply arising from the Agreement ends in the event that the supply permit granted to Eneco is revoked. The assumption of the Supply by other parties in the event of the situation referred to in this paragraph is provided for by law.

Article 22 Amendments to the General Terms and Conditions

- 22.1. Eneco is entitled to unilaterally amend its terms and conditions. Eneco announces amendments to the terms and conditions at least ten Calendar Days in advance. The amendments referred to above enter into

effect on the date stated in the announcement.

- 22.2. Eneco announces the amendments referred to in Article 22.1 in a personal notification and/or a general announcement on Eneco's website and/or a website of one or more of the member companies of the Eneco group as referred to in Section 2.24(b) of the Dutch Civil Code and/or in one or more daily newspapers or weekly magazines with a national circulation in the Netherlands.
- 22.3. The amendments referred to in Article 22.1 are also applicable to existing Agreements.
- 22.4. Eneco's amendment of its General Terms and Conditions does not entitle the Customer to terminate the Agreement before the end of term.

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- 22.5. In derogation from the provisions of Article 22.2, Eneco announces the amendments referred to in Article 22.1 in a personal notification.

Article 23 Disputes

- 23.1. Any disputes between the Parties that may arise by reason of this Agreement or further agreements deriving from this Agreement that cannot be resolved in mutual consultation shall be resolved by the Court of Rotterdam.

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- 23.2. In derogation from the provisions of Article 23.1, the Customer shall in the first instance lodge any complaint about the conclusion or performance of the Agreement or the rates that Eneco invoices for the Network Manager (with the exception of the rejection of a proposed payment arrangement) with Eneco. The quality criteria for the provision of services by Eneco specify the procedure to be followed when the Customer lodges a complaint and the term within which the Customer can expect a response from Eneco.
- 23.3. When the Parties are unable to resolve the complaint to the satisfaction of both Parties then either the Customer or Eneco may file the dispute with the Commercial Energy Committee of the Dutch Foundation for Consumer Complaints Boards (the Geschillencommissie, hereinafter referred to as the 'Complaints Board') or with the Court of Rotterdam within 12 months after the complaint was lodged.
- 23.4. Eneco is bound by the Customer's decision to file a dispute with the Complaints Board unless Eneco has already filed the dispute with the court.

- 23.5. When Eneco decides to petition the Complaints Board to hear a dispute it submits a Written proposal to the Customer to that effect. When the Customer does not provide Written confirmation, within five weeks, of its agreement that the dispute be heard by the Complaints Board then Eneco will refer the dispute to the Court of Rotterdam. When the Customer rejects the proposal, or does not agree to the proposal within the five-week term, and Eneco does not refer the dispute to the Court of Rotterdam within the following two months, then the Customer may nevertheless file the dispute with the Complaints Board.
- 23.6. The Complaints Board renders its decision subject to the conditions laid down in the Complaint Board's rules of procedure. The Complaints Board's decisions are binding on both Parties. A small fee is charged for hearing disputes. When the Complaints Board finds that the Customer's complaint is justified then Eneco reimburses the Customer the aforementioned fee.

Article 24 Final provisions

- 24.1. The General Terms and Conditions enter into effect on 1 January 2018.
- 24.2. The General Terms and Conditions may be referred to as the 'Eneco Business B.V. General Terms and Conditions of Supply 2018 – Electricity and Gas for Commercial High- and Low-volume Consumption Connections'.
- 24.3. The General Terms and Conditions are published on Eneco's website and are available for inspection at Eneco's office. Printed and/or digital copies of these General Terms and Conditions are available on request, without charge.

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