

General terms and conditions

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General Terms and Conditions for supplying and
feeding in electricity and gas Eneco Zakelijk 2026



The original Dutch version of these General Terms and Conditions, the ' Algemene voorwaarden voor de levering en teruglevering van elektriciteit en gas Eneco Zakelijk 2026', will at all times prevail over the English translation. If any issues arise about how the English version should be construed, the Dutch original version will be leading.

These General Terms and Conditions govern all supplies and feed-ins of electricity and gas to and by business customers that have formed an agreement with Eneco Zakelijk B.V. that declares the present General Terms and Conditions to be applicable.

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Article 1. Definitions

In the Agreement and the General Terms and Conditions, capitalised words and concepts are defined terms, and in both the Agreement and the General Terms and Conditions carry the meaning assigned in this Article 1. Except as expressly stated otherwise, terms that are defined in the singular carry the same meaning where they are used in the plural, and vice versa.

Agreement: means the agreement (also referred to as 'contract') between Eneco or another company belonging to the same group as Eneco and the Customer for the Supply and/or Feed-In of electricity and/or gas, plus additional services, including all appendices and terms and conditions (with the exception of the present General Terms and Conditions) that apply to the product or service supplied to the Customer;

Allocation Point: means an administration point for allocating feed-ins, withdrawals or consumption of electricity or gas to Eneco (or another Market Operator), whether a primary or a secondary allocation point;

Balance Responsibility: means the responsibility to maintain the balance of scheduled electricity and/or gas production, consumption and required transmission capacity in the own portfolio, for which purpose the Balance-Responsible Party submits daily programmes to the national System Operator (formerly: 'programme responsibility');

Balance-Responsible Party: means the natural person or legal entity that assumes Balance Responsibility;

Connection: means part of the System for electricity or gas, consisting of one or more cables or pipes and associated devices between that System and an immovable property within the meaning of Section 16(a) to (e) of the Dutch Valuation of Immovable Property Act (Wet waardering onroerende zaken);

Contracted Volume: means the contracted volume of electricity (in kWh) and/or gas (in Nm³) per year, as specified in the Agreement (contracted annual volume);

CTA: means the Connection and Transmission Agreement between the Customer and the System Operator for the Customer's Connection to the System and for the transmission of electricity and/or gas along the System, and the System Operator's applicable terms and conditions;

Customer: means a natural person or legal entity that has formed an Agreement with Eneco or is contemplating forming an Agreement with Eneco;

Eneco: means Eneco Zakelijk B.V. and, where applicable, its successors in title;

Disputes Board: means the Business Energy Committee of the Dutch Foundation for Complaints and Dispute Resolution (Geschillencommissie Energie Zakelijk);

Feed-In: means the administrative provision by the Customer in the System of electricity and/or the feed-in of gas by the Customer into the System;

Fees: means all prices for Supplies and Feed-Ins, tariffs, costs (including both fixed and variable costs) and fees described in the Agreement for Supplies and/or Feed-Ins, stated net of taxes, government levies, government charges and the costs of the System Operator's services;

General Terms and Conditions: means the present General Terms and Conditions;

kWh: means one kilowatt-hour;

Large-Volume Connection: means a Connection with a transmission value of greater than 3 x 80 ampere (for electricity) or greater than 40 Nm³ per hour (for gas);

Laws and Regulations: means all applicable laws and regulations, including the Dutch Energy Act (Energiewet) and the rules that derive from it, and the market arrangements and market processes of System Operators and other Market Operators in the Dutch energy sector, as amended or replaced from time to time;

Market Operator: means a natural person or legal entity as defined accordingly in the Dutch Energy Act;

Metering Installation: means an instrument or set of instruments with a metering function to measure, at the minimum, feed-ins, withdrawals or consumption of electricity and/or gas, not including devices to support the metering function that are part of the Connection;

Metering Party: means a natural person or legal entity with authorised status under the provisions of or pursuant to the Dutch Energy Act and licensed to instal the Metering Installation and read out the metering data of Large-Volume Connections;

Microbusiness: means a business undertaking with (i) fewer than ten employees and (ii) an annual revenue or annual balance sheet total of no more than €2 million;

Multisite Agreement: means an agreement as defined accordingly in Section 2.17(2)(c) of the Dutch Energy Act;

Nm3: means a normal cubic metre as defined in Laws and Regulations;

Parties: means the Customer and Eneco;

Small-Volume Connection: means a Connection with a transmission value of less than 3 x 80 ampere (for electricity) or less than 40 Nm3 per hour (for gas);

Supply: means the administrative provision by Eneco in the System, not including Transmission, of the Customer's procured volume of electricity and/or gas;

Supply Period: means the period when the Supply and/or Feed-In under the Agreement takes place, starting on the first day of the Supply and/or Feed-In;

System: means the transmission system or distribution system or closed system for electricity or gas as defined accordingly in the Dutch Energy Act, specifically being a set of cables or pipes and connected devices for transmitting electricity or gas;

System Operator: means the operator of a System (formerly 'grid operator');

Written/In Writing: means by post, email or another form of digital or electronic communication that can be used to send readable and reproducible messages that can be stored.

Article 2. Scope of application

- 2.1. These General Terms and Conditions govern all price quotes, offers and Agreements between Eneco and the Customer concerning the Supply and/or Feed-In of electricity and/or gas. If the Customer produces its own sustainable electricity and feeds it in through the Allocation Point that Eneco uses, or will use, for Supplies under the Agreement, and the Customer has not made any specific arrangements about this with Eneco or another Market Operator or another end-buyer (including, but not limited to, a separate feed-in agreement), the electricity that the Customer produces but does not consume and instead feeds in for Eneco's use is governed by the provisions concerning Supplies (modified accordingly) in these General Terms and Conditions.
- 2.2. In the event of any incompatibilities between the provisions of these General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.
- 2.3. Some articles include additional provisions specifically for Customers that are Microbusinesses and for Customers with Small-Volume Connections.
- 2.4. If one or more of the provisions of these General Terms and Conditions and/or the Agreement are found to be void or invalid, this will not diminish the full force and effect of the remaining provisions.

Article 3. Agreement

Formation and duration of the Agreement

- 3.1. An Agreement is formed by Eneco's acceptance of the Customer's application, or by the Customer's acceptance of Eneco's offer. Where Eneco's offer or price quote states that Eneco's offer or price quote must be accepted (signed) by a specific date, that is also the final date of validity of the offer or price quote.
- 3.2. The Agreement takes effect on the date stated in the Agreement.
- 3.3. The Agreement is formed for the duration of the period (where applicable: the Supply Period) stated in the Agreement.

Before the Supplies and Feed-Ins commence

- 3.4. Before Eneco commences the Supplies and/or the Customer commences the Feed-Ins, the Customer will arrange for any existing agreements to supply or feed in electricity and/or gas at the Allocation Points that the Agreement concerns to be duly terminated. Such termination is for the Customer's risk and expense.
- 3.5. Before the Supplies and/or Feed-Ins commence, the Customer must arrange for Eneco to be in possession of the data it has requested, including at a minimum the meter readouts (initial or existing readouts).
- 3.6. If the Customer is switching to Eneco from another Market Operator, Eneco will send the System Operator a 'switch notice' that will give effect to the Customer's switch (or the switch of the the Allocation Point).

Commencement of the Supplies and Feed-Ins

- 3.7. The Customer undertakes to draw the Contracted Volume from Eneco for the entire duration of the Agreement, and Eneco undertakes to Supply the Contracted Volume to the Customer, on the terms stated in the Agreement. If the Agreement includes Feed-Ins, Eneco undertakes to draw the Contracted Volume from the Customer for the entire duration of the Agreement and the Customer undertakes to Feed In the Contracted Volume to Eneco, on the terms stated in the Agreement.

3.8. The time and date when the Supply Period commences are the time and date stated in the Agreement. If the Supply Period cannot commence on that date and at that time, the start date and time of the first Supply by Eneco or the first Feed-In by the Customer will be used as the start date and time of the Supply Period. This will not alter the end date of the Supply Period.

3.9. If the System Operator assigns the Customer's Connection or Allocation Point to Eneco on a different date than the date specified in Article 3.8 of these General Terms and Conditions, Eneco will be entitled to pass on any and all ensuing costs, loss or damage to the Customer, in addition to the penalty described in Article 3.14 of these General Terms and Conditions or the cancellation fee described in Article 3.15 of these General Terms and Conditions.

Amendments to the Agreement

3.10. Amendments to the Agreement are possible only if they are recorded In Writing and have been duly confirmed by the authorised representatives of both Parties.

Cancellation, extension and termination of the Agreement

3.11. The Agreement determines whether the Agreement ends when it reaches its end date or is renewed, and if so on what terms it is renewed.

3.12. If the Customer has entered into a fixed-term Agreement and:

- a. has not terminated that Agreement, and the Agreement reaches its end date; and
- b. the Agreement is not renewed automatically in accordance with Article 3.11 of these General Terms and Conditions; and
- c. the Customer has not formed a new agreement with another Market Operator; or
- d. has terminated the Agreement, but Eneco has not received a switch notice and the Customer continues to draw electricity and/or gas and/or continues to feed in electricity and/or gas and Eneco does not send an 'end of supply notice' to the System Operator after the Agreement has ended,

then Eneco will continue to provide the Customer with the required volume of electricity and/or gas, and Eneco will continue to draw the electricity and/

or gas that the Customer feeds in. In this situation, the Parties are deemed to have formed a new open-ended Agreement, on terms and for fees established by Eneco, which will also be governed by the present General Terms and Conditions. The Parties are entitled to cancel this new Agreement at any moment, with due observance of one (1) month's notice. In this situation, the Customer will receive the established terms and fees at least one (1) month before they take effect.

3.13. After the Agreement is terminated, the provisions of or pursuant to the Agreement and these General Terms and Conditions will continue to have binding effect on the Customer until the Customer has fulfilled all ensuing obligations.

3.14. If the Customer and Eneco have agreed on a fixed duration for the Agreement, and the Customer moreover has terminated the Agreement before the end of the contractual duration, all amounts that the Customer owes at the moment of termination will become immediately due and payable, and the Customer will owe a contractual penalty on top of those amounts of 25% of the balance of the Agreement's value, based on the amounts that the Customer would have owed if the remaining contracted annual volume had been drawn. This does not prejudice Eneco's right to pass on any actual loss or damage to the Customer, in so far as that actual loss or damage exceeds the amount of the contractual penalty. Possible loss or damage of Eneco includes the following:

- a. costs of electricity and/or gas already purchased or sold for the Customer that Eneco then has to purchase or sell once more, plus the costs of transmission and services;
- b. loss or damage resulting from Eneco or its group companies being forced to undo positions that Eneco has taken for the Customer on the wholesale energy markets, corresponding to the Customer's volumes;
- c. other losses of income or margins and/or costs that Eneco suffers or incurs, including profits that it does not realise, fees that it does not charge and charges that it does not pass on.

3.15. If Laws and Regulations specify a different cancellation fee for the Customer than described in Article 3.14 of these General Terms and Conditions, the Customer will owe the cancellation fee under the relevant Laws and Regulations as stated in the Agreement.



- 3.16. Except as stated in Articles 3.23, 13 and 17.2 of these General Terms and Conditions, a fixed-term Agreement cannot be cancelled or rescinded before its contractual end date, unless the Agreement provides otherwise.
- 3.17. In deviation from Article 3.16 of these General Terms and Conditions, the Customer is entitled to terminate the Agreement by cancelling it before its contractual end date if the Customer's business undertaking ceases to trade. In that situation, as soon as the decision has been made to cease trading, the Customer must give Written notice of cancellation to terminate of the Agreement. The Customer will then owe the fee described in Articles 3.14 or 3.15 of these General Terms and Conditions.
- 3.22. In addition to the provisions of Article 3.18 of these General Terms and Conditions, if the Customer has a Small-Volume Connection that is not part of a Multisite Agreement, under the relevant Laws and Regulations Eneco is entitled to assign the Agreement if its licence to supply electricity and/or gas is revoked or if Eneco is declared bankrupt. In that situation, the Customer is not entitled to terminate the Agreement until the Agreement has been assigned to another licensed supplier of electricity and/or gas, whereupon the Agreement will end by operation of law and emergency supply will commence. When the Agreement commences, the Customer agrees to such an assignment.

Assignment and encumbrance

- 3.18. Eneco is entitled, in so far as is possible, to encumber its rights and obligations under the Agreement and these General Terms and Conditions with limited rights for the benefit of a third party, or to assign some or all of its rights and obligations under this Agreement to a third party, or pass them to a third party to exercise. The Customer automatically agrees to such encumbrance, assignment or exercise and agrees to provide all necessary cooperation.
- 3.19. The Customer is entitled to assign some or all of its rights and obligations under the Agreement to a third party, or encumber them for the benefit of a third party, exclusively if Eneco has given its prior Written consent. Eneco may attach conditions to that consent.

Miscellaneous

- 3.20. The Customer is obliged to cooperate in the formation, performance and (where applicable) termination of the Agreement, and will refrain from any and all acts and omissions that would interfere with Eneco's fulfilment of its obligations under the Agreement, or that would cause harm, loss or damage to Eneco's people and/or assets. The Customer is liable for any and all acts and omissions of people acting on the Customer's behalf under the Agreement.

Small-Volume Connections

- 3.21. Eneco is obliged to supply electricity and/or gas to every Customer with a Small-Volume Connection that accepts an offer from Eneco.

Microbusiness

- 3.23. In deviation from the provisions of Article 3.16, if the Customer is a Microbusiness it may terminate a fixed-term Agreement with due observance of one (1) month's notice, subject to the cancellation fee as described in Article 3.14 or 3.15 of these General Terms and Conditions, and both the Customer and Eneco may terminate an open-ended Agreement at any moment, without incurring any costs, with due observance of one (1) month's notice. A Microbusiness does not owe a cancellation fee for terminating an open-ended Agreement.
- 3.24. In deviation from the provisions of Article 3.18 of these General Terms and Conditions, if the Customer is a Microbusiness and if Eneco assigns its rights and obligations under the Agreement to a third party, Eneco must notify this to the Customer sufficiently far in advance. Where Eneco is not liable in respect of the Customer for fulfilment by a third party, or where the assignment is not part of the transfer of Eneco's business, the Customer is entitled to terminate the Agreement by giving notice of cancellation within thirty (30) days after the notification meant above. In that situation, the termination fee as described in Article 3.15 of these General Terms and Conditions will not apply.

Article 4. Connection and transmission

- 4.1. It is the Customer's responsibility to form and maintain a CTA with the appropriate System Operator for each Connection identified in the Agreement and to keep the Customer's installation or installations connected to the System. Every Connection and every Allocation Point must be compliant with the relevant Laws and Regulations.
- 4.2. In deviation from Article 4.1 of these General Terms and Conditions, where the Customer has a Small-Volume Connection that is not part of a Multisite Agreement, Eneco will form the CTA with the Customer on the System Operator's behalf, which will be governed by the System Operator's terms and conditions. The Customer is obliged to cooperate in every way necessary in the formation of the CTA. Eneco will charge the Customer for the fees that the Customer periodically owes to the System Operator under the CTA. The Customer is obliged to pay these fees to Eneco. The Customer can only be discharged from this obligation by paying these fees to Eneco.
- 4.3. If the Customer has a primary and a secondary Allocation Point, both the primary and the secondary Allocation Point are intrinsically part of the Customer's Connection. Using a secondary Allocation Point for Supplies by and Feed-Ins to Eneco is contingent on the availability and functioning of the primary Allocation Point. Eneco cannot be held liable for shortcomings in the Supply or Feed-In through a secondary Allocation Point that result from problems with, disconnection of or unavailability of the primary Allocation Point. The Customer bears the risk of the primary Allocation Point being unavailable. The installation associated with a secondary Allocation Point may not be used for residential occupancy of a space.
- 4.4. Where necessary, Eneco will pass on the information under Article 12.1 of these General Terms and Conditions (and any changes in that information) to the System Operator.

Inactive Connections

- 4.5. If the Dutch Central Connections Register (centraal aansluitingenregister, C-AR) shows a Connection as having an 'inactive' (inactief) supply status for longer than fifteen (15) days, combined with a physical status of 'under construction' (in aanleg), 'operational' (in bedrijf) or 'inoperational' (uit bedrijf), Eneco is entitled starting on the sixteenth day to charge a fee for each Connection for each subsequent day until the supply status shows as 'active'. That fee will be calculated using the following formula:

$$\text{Fixed fee per Connection} = \text{€10} + (\text{contractual Peak} \div \text{Off-Peak rate for supply} \times \text{Contracted Volume} \times 15\%) \div \text{number of days per year} \times \text{number of days of the invoicing period.}$$

Article 5. Balance Responsibility

- 5.1. Eneco will arrange for a Balance-Responsible Party to be appointed for the Customer's Allocation Points. Eneco is entitled to transfer the Balance Responsibility to an authorised Balance-Responsible Party within Eneco's group.
- 5.2. If Eneco handles the Balance Responsibility on the Connection or the Allocation Point for the Customer, the Customer will not enter into a demand response agreement with another Market Operator, unless that other Market Operator enters into an agreement with Eneco for that Allocation Point that includes arrangements about mutual financial compensation, adjustment of the electricity or other programme and exchange of relevant data for, among other purposes, safeguarding operational processes.
- 5.3. The Customer undertakes to provide Eneco, at the Customer's expense, with the information that is necessary to handle the Balance Responsibility about all planned and unplanned changes in the business operations by the Customer and/or third parties that would affect how much electricity and/or gas the Customer uses. The Customer will provide the relevant information as soon as the Customer becomes aware of it. Planned changes to the business operations include changes resulting from maintenance and significant production changes; unplanned changes to the business operations include changes as a result of disruptions, accidents and incidents.
- 5.4. If the Customer fails to provide the information described in Article 5.3 of these General Terms and Conditions to Eneco, or fails to supply it on time, accurately and in full, Eneco will base the Balance Responsibility on estimated and/or incorrect (or partially incorrect) data. In that situation, Eneco will be entitled to charge the Customer for any ensuing costs (including imbalance costs and/or administrative costs) and other loss or damage.

Article 6. Metering Installation and metering data

- 6.1. The Customer, acting at its own risk and expense, will arrange for the installation and service and maintenance of a Metering Installation that is compliant with the relevant Laws and Regulations, including the correct administrative records of the features of the Metering Installation in appropriate systems.
- 6.2. The Customer is responsible, and will bear the risk and expense, for ensuring that the metering data for the Connection or the Allocation Point are established accurately and on time, in accordance with the provisions of the CTA and the relevant Laws and Regulations, and are submitted or made available to Eneco accurately and on time. If the Customer has a Metering Installation that does not include a communication functionality or whose communication functionality is not working or has been deactivated, the Customer is responsible for submitting the metering data as soon as Eneco requests them.
- 6.3. For the purpose of fulfilling the responsibilities described in Articles 6.1 and 6.2 of these General Terms and Conditions, the Customer may form an agreement with a Metering Party.
- 6.4. A failure by the Customer and/or the Metering Party whose services the Customer has engaged to establish the correct metering data accurately and on time cannot in any instance result in liability on Eneco's part.
- 6.5. If the Customer does not comply and/or has not complied with the provisions of Article 6.1 and 6.2 of these General Terms and Conditions, Eneco is entitled to charge the Customer for any and all ensuing costs, loss or damage.

Small-Volume Connections

- 6.6. If the Customer has a Small-Volume Connection that is not part of a Multisite Agreement where Eneco operates at the primary Allocation Point and the Customer has a Metering Installation on that Connection that does not have a communication functionality, or a Metering Installation whose communication functionality has been deactivated using an administrative feature, Eneco will gather and validate the Customer's metering data in accordance with the relevant Laws and Regulations, and will establish those metering data on the Customer's behalf. The Customer is obliged to grant all necessary cooperation to achieve this.

Article 7. Volume of the Supplies and Feed-Ins

Collecting metering data and establishing the volume of Supplies and Feed-Ins

- 7.1. The volume of the electricity and/or gas drawn or fed in by the Customer is measured using the Metering Installation belonging to the Customer's appropriate Connection or Allocation Point. Eneco will receive these metering data using an exchange of messages, unless the Metering Installation is analogue or the Metering Installation is not fitted with a communication functionality or is suffering an outage.
- 7.2. Except as provided in Article 7.5 and in Article 8 of these General Terms and Conditions, the metering data received by Eneco will serve as the sole basis for establishing the volume of the Supplies and the Feed-Ins and for invoicing those volumes.
- 7.3. The Customer must undertake whatever is necessary for accurately establishing the volume of the Supplies and/or Feed-Ins, and must refrain from doing anything that would interfere with establishing those volumes.
- 7.4. If, for any reason for which Eneco cannot be held to blame, the Customer's Allocation Point is not assigned or cannot be assigned to Eneco until after the Supply Period commences, Eneco is entitled to pass on any and all ensuing costs, loss or damage to the Customer.

Estimated consumption

- 7.5. If it is impossible to accurately establish the volume of the Supplies and/or Feed-Ins during a specific period, for example if Eneco does not have access to the relevant metering data on time, or if a manifest error is made when the metering data are collected or reported, Eneco is entitled to estimate the volume of the Supplies and/or Feed-Ins for that specific period.
- 7.6. To make that estimate, Eneco will use the data to which Eneco has access. The estimate may be based on various measures, including the volume of the Supplies and/or Feed-Ins during the corresponding period the previous year or the average volume of the Supplies and/or Feed-Ins during the preceding and subsequent periods.

- 7.7. If Eneco, having first made an estimate, as yet receives the metering data from the System Operator or the Customer, Eneco is entitled to charge the Customer for the actual volume of electricity and/or gas that the Customer drew or fed in during the period in question.
- 7.8. Eneco is entitled to estimate the projected Supply and/or Feed-In volumes in advance and charge them to the Customer by period.

Adjusting the volume of the Supplies

- 7.9. If Eneco receives an adjusted Supply and/or Feed-In volume from the System Operator or the Metering Party, Eneco will recalculate the fee that the Customer owes to Eneco for the adjusted consumption period or the fee that Eneco owes to the Customer for the adjusted consumption period. Where applicable, and without prejudice to the provisions of Article 10 of these General Terms and Conditions, the results of the recalculation will be charged or paid to the Customer.
- 7.10. If an adjusted Supply and/or Feed-In volume leads to recalculation, Eneco is entitled to charge the Customer for the difference between the original and the current market price for the adjusted volume, plus all associated costs.

Article 8. Checking the Metering Installation and/or metering data

- 8.1. In the event of any doubts about how accurate the Supply and/or Feed-In volumes are, both the Customer and Eneco may ask the Metering Party or the System Operator for a check.
- 8.2. The Party exercising this right must immediately inform the other Party accordingly In Writing, and must notify the other Party of the outcome as soon as the check has been completed. A request for a check as meant in this paragraph will in no instance have the effect of cancelling or suspending the Parties' respective payment obligations.
- 8.3. The Customer is obliged to allow Eneco, or else the System Operator or the Metering Party whose services Eneco has engaged for the check, access to the Metering Installation or Installations at all times to collect the metering data on time and report them to Eneco. If the Customer fails to cooperate in this, the Customer will bear the risk and expense, including the consequences of having to estimate data and any additional costs incurred to as yet obtain the metering data.
- 8.4. If the check as described in Article 8.1 of these General Terms and Conditions reveals that the Supply and/or Feed-In volumes need to be adjusted, Eneco will make that adjustment and perform the recalculation in accordance with Article 7.9 of these General Terms and Conditions.
- 8.5. The costs of a check as described in this Article 8 will be for the expense of the Party that is found to be wholly or largely in the wrong.

Article 9. Fees

- 9.1. What the contractual Fees are for Supplies and Feed-Ins and other services, or else what method is used to establish those Fees, is explained in the Agreement.
- 9.2. If Eneco and the Customer have entered into a fixed-term Agreement, the Fees under that Agreement will apply for the duration (or initial duration), unless:
 - a. the Customer's consumption or production profile changes;
 - b. the structure of the relevant markets for buying, selling and/or transmitting energy changes;
 - c. the relevant Laws and Regulations, decrees or guidances of a competent or supervisory authority change, or new case law is handed down;in these situations Eneco is entitled to pass on the effects of the changes to the Customer. Eneco will notify the Customer In Writing and sufficiently far in advance of such changes.
- 9.3. If the Agreement reaches the end of its initial duration and is extended for another fixed term, the Fees that apply will be established unilaterally by Eneco. The Customer will receive details of the new Fees from Eneco at least one (1) month before the new Fees take effect. The Fees will remain in place for the duration of the period (including the Supply Period) by which the Agreement has been extended, whether actively or tacitly. Whenever the Supply Period is extended (whether actively or tacitly), new Fees will apply for the period (or Supply Period) by which the Agreement has been actively or tacitly extended.
- 9.4. If the Customer and Eneco have entered into an open-ended Agreement, or if a fixed-term Agreement has been renewed for an open-ended duration, during that open-ended period Eneco is entitled to adjust the Fees periodically. In that case, the Customer will receive details of the new Fees In Writing at least one (1) month before the new Fees take effect.

- 9.5. All Fees that the Customer owes for Supplies under the Agreement will be increased by adding all taxes, charges and/or levies that Eneco is obliged or authorised by the government authorities to charge to the Customer. All Fees that Eneco owes to the Customer for Feed-Ins will be increased by the taxes, charges and/or levies that the Customer is obliged or authorised by the government authorities to charge.
- 9.6. If, at any moment, either Party receives an assessment or additional assessment from the Dutch Tax Administration or another government authority in connection with the taxes, charges and/or levies described in Article 9.5 of these General Terms and Conditions, that Party is entitled to pass on the assessment or additional assessment to the other Party, including the interest that is charged.
- 9.7. If the Customer has demonstrably overpaid Eneco for the taxes, charges and/or levies described in Article 9.5 of these General Terms and Conditions, Eneco will be obliged to repay the difference. This repayment obligation lasts for a maximum period of five (5) years.
- d. if changes occur in price and procurement risks, risk premiums, costs of security of supply and Eneco's margin policy; and/or
- e. if the relevant Laws or Regulations, decrees or guidances of a competent government or supervisory authority change, or if new case law is handed down;

Microbusiness

- 9.8. If the Customer is a Microbusiness, Article 9.2 of these General Terms and Conditions does not apply.
- 9.9. If the Agreement between Eneco and a Microbusiness is formed or renewed for an open-ended duration, during that time Eneco is entitled to adjust the Fees periodically, based on one or more of the following reasons:
- a. if changes occur in the selling prices of electricity that depend on the situation on the energy market, including changes in the prices on the energy wholesale markets;
- b. if Eneco's actual or projected costs change, including costs relating directly to the product in question (e.g. costs of certification, sustainability and guarantees of origin) and general operating costs (e.g. costs of personnel, ICT, compliance and audits);
- c. if the operations of the Microbusiness undergo any changes that affect the costs of the Supply and/or Feed-In, including changes in the consumption or production pattern, the consumption profile, the Connection or the nature of the business operations;



Article 10. Invoicing and payment

Invoicing

- 10.1. Eneco will periodically charge the Customer for all Fees that the Customer owes to Eneco for Supplies under the Agreement, with an itemised invoice. Eneco will periodically charge Eneco, on the Customer's behalf, for all Fees that Eneco owes to the Customer for Feed-Ins under the Agreement ('self-billing'), with an itemised invoice. The Customer is responsible for making sure that the data in the invoices are correct.
- 10.2. The payment deadline is fourteen (14) days after the date of the invoice.
- 10.3. The invoices addressed to the Customer will be shared and/or sent in digital format. As a rule, Eneco does not provide hardcopy invoices.
- 10.4. If the System Operator adjusts the Supply or Feed-In volume, Eneco is entitled to send the Customer an adjusted invoice, or to decide that the adjustment will be debited or credited in the next invoice or the year-end billing statement.
- 10.5. Eneco is entitled to refrain from invoicing the adjusted Supply and/or Feed-In volumes for a specific period if the difference (whether positive or negative) between the adjusted Supply and/or Feed-In volumes and the original invoiced volume is 200 kWh or less for electricity or 40 Nm³ or less for gas.
- 10.6. If the Customer has an objection concerning an invoice, that objection must be notified to Eneco In Writing before the contractual payment deadline for the invoice.
- 10.7. If Eneco invoices in instalments or using advances, the difference will be settled at least once annually based on the actual or estimated consumption. In the year-end or final billing statement, any overpayments by the Customer during the year will be refunded to the Customer and any outstanding amounts for the year will be charged to the Customer.

Payment

- 10.8. Payments to Eneco may be made only by bank transfer or direct debit. The payment method is stated in the Agreement. Eneco will not accept payments in cash.
- 10.9. If the Customer pays Eneco's invoices by direct debit and the payment is reversed, the costs that Eneco incurs as a result will be charged to the Customer. If a payment is reversed, Eneco is entitled to change the payment method from direct debit to bank transfer. If the Customer has been granted a discount for using direct debit, that discount will no longer apply.
- 10.10. If the Customer does not pay the invoice, or does not pay it in full and on time, the Customer is in breach by operation of law without any further notice of non-performance being required. In no instance will the Customer's payment obligation be cancelled or suspended on the grounds of an objection against an invoice.
- 10.11. If the Customer fails to pay the invoice by the payment deadline, Eneco is entitled to charge late-payment interest on the outstanding amount at a rate of 1.5% per month, on top of the invoiced amount, for every day that the invoiced amount remains unpaid. Eneco is also entitled to compensation of its debt collection costs at a rate of 15% of the unpaid amount, subject to a minimum of €250. Eneco may demand immediate payment of these amounts.
- 10.12. If the amount of an advance invoice is structurally less than €100 (including system costs, taxes and levies), Eneco may send, share and collect invoices on a quarterly, half-yearly or yearly basis.

Debiting and crediting

- 10.13. Eneco is entitled to deduct the Customer's claims on Eneco from any amounts that Eneco owes to the Customer. The Customer is not entitled to deduct the Customer's claims on Eneco from any amounts that the Customer owes to Eneco. The customer is not entitled to suspend their payment obligations.

Microbusiness

- 10.14. In deviation from Article 10.13 of these General Terms and Conditions, if the Customer is a Microbusiness the Customer is only entitled to deduct amounts charged to the Customer from amounts payable by Eneco if and when Eneco has consented In Writing to a request to debit or credit the amounts. Eneco will respond to such requests within a reasonable space of time, and will not refuse its consent on unreasonable grounds. The Customer is not permitted to debit or credit amounts that Eneco charges in advance invoices.

Article 11. Guarantees, prepayments and security deposits

Credit checks

11.1. Eneco is at all times entitled to conduct or commission a credit check, review the Customer's payment history and, where applicable, review the positions that Eneco has taken on the energy wholesale markets on the Customer's behalf, in order to determine whether the Customer will be able to fulfil its obligations under the Agreement. The Customer will grant full cooperation in such checks and reviews.

Security

11.2. If any reason emerges from a check or review as described in Article 11.1 of these General Terms and Conditions, Eneco may demand security from the Customer, for example a security deposit or bank guarantee). The Customer will then be obliged to provide that security if and when Eneco requests it.

11.3. Eneco will determine the reasonable amount and form of the required security and the period that it covers. If the Customer's credit rating or payment history changes, Eneco may require additional security. The Customer will bear the costs of the security and providing it.

Security deposit

11.4. Eneco will refund the security deposit if the Agreement has been terminated and the Customer has paid all claims ensuing from the Agreement.

Microbusiness

11.5. If the Customer is a Microbusiness, Eneco may only demand security in the form of a security deposit. That security deposit will be refunded or credited when the Agreement is terminated, and no later than six (6) weeks after the final invoice is sent.

Article 12. Duty of information

12.1. The Customer is obliged (i) to notify Eneco on time of all information that is necessary for the formation and performance of the Agreement, and (ii) to notify Eneco without delay and In Writing of all changes in any circumstances that have bearing on the performance of the Agreement. Information and changes that the Customer must notify to Eneco include, at a minimum:

- a. all metering data, standard annual consumption volumes and meter readings (including initial readings) that Eneco requests from the Customer, the associated Connections and Allocation Points and the production/charging capacity of installations (including solar panels, battery systems and/or other production installations) associated with the Customer's Connection and Allocation Points;
- b. planned and unplanned interruptions, disruptions and curtailments, and/or planned changes in the Customer's standard business operations;
- c. as what type of end-customer the Customer is categorised under the Dutch Energy Act, to make it possible for Eneco to fulfil its inquiry and registration obligation under the relevant Laws and Regulations concerning the type of end-customer;
- d. Information about the Customer's deteriorating financial position (or possible future financial deterioration), and any other circumstances that have bearing on the Customer's credit rating and payment history as described in Article 11 of these General Terms and Conditions;
- e. changes in the customer data as recorded in the commercial register of the Chamber of Commerce, including the Customer's registered name, the authorised representative, the names and email addresses to contact, bank account numbers and addresses for invoicing and/or correspondence;
- f. if the Customer's address where Supplies are made acquires a residential function, or else loses its residential function, in so far as this has bearing on the calculation of how much energy tax is payable;
- g. organisational changes, for example mergers, takeovers, partial sales of business operations, new business operations, a contemplated relocation, contract assumption or termination of business operations;

- h. if the System Operator or Metering Party demands a check of the Metering Installation and/or metering data, whether under the CTA or otherwise, in which case the outcome of that check must also be shared with Eneco as soon as the check is completed;
 - i. the fitting, modification or expansion of one or more of the Customer's installations that are connected to the Customer's Connection, for example a battery system, heat pump, solar panels or charging stations;
 - j. if the Customer enters into an aggregation agreement with another Market Operator;
 - k. if the Customer foresees, expects or should expect that:
 - i. the actual volume of electricity consumed will deviate by more than twenty (20) percent, or more than 1,000,000 kilowatt hours (kWh) per year from the contracted annual electricity volume, for example as a result of the Consumer producing its own electricity; and/or
 - ii. the actual volume of gas consumed will deviate by more than ten (10) percent per year from the contracted annual gas volume; and/or
 - iii. the projected consumption profile deviates from the historical consumption profile as previously reported to Eneco by the Customer; and/or
 - iv. a feature of the Connection or Allocation Point, for example the profile category, changes relative to the feature agreed by the Customer and Eneco.
- 12.2. None of the situations described in Article 12.1 of these General Terms and Conditions will affect the existence and effect of the Agreement, nor the Customer's obligations under the Agreement. Eneco is entitled to pass on the costs arising from the Customer's changes, and/or to adjust the Fees for Supplies and/or Feed-Ins effective the moment that the change occurs.
- 12.3. If the Customer fails to notify Eneco of the information as described in Article 12.1 of these General Terms and Conditions, or fails to notify Eneco on time, correctly and in full, the Customer will be liable for any and all loss or damage that Eneco incurs as a result. Such loss or damage includes costs that Eneco incurs to buy or sell (or give instructions to buy or sell) volumes of electricity and/or gas on the wholesale markets and other costs that are charged to Eneco.

Article 13. Suspension and rescission

Suspension

- 13.1. If the Customer fails to fulfil its obligations under the Agreement or these General Terms and Conditions, or fails to fulfil them on time and in full, Eneco is entitled – after having given notice of non-performance in the correct time and afforded the Customer a reasonable amount of time to as yet fulfil its obligations – to suspend Eneco's obligations under the Agreement.

If the System Operator restricts or interrupts the transmission of electricity and/or gas, or if the transmission of electricity and/or gas is restricted or interrupted through another cause, Eneco will be authorised:

- a. to suspend and/or restrict the Supplies and/or Feed-Ins with immediate effect; and/or
- b. to prohibit consumption for specific purposes; and/or
- c. to attach specific conditions to the Supplies and/or Feed-Ins.

If the Supplies are suspended or restricted as described in Article 13.2 of these General Terms and Conditions, the Agreement will retain its full validity and duration.

Rescission

- 13.2. Without prejudice to their other rights under the Agreement, both Parties are authorised to rescind the Agreement, in whole or in part, with immediate effect and without requiring any demand for performance, notice of non-performance or judicial intervention, by sending notice by registered post, if:
- a. the other Party applies for or is granted provisional or final suspension of payments; and/or
 - b. the other Party files for bankruptcy or is declared bankrupt; and/or
 - c. the other Party's business undertaking ceases to trade and/or is terminated and/or has its assets liquidated; and/or
 - d. the other Party otherwise loses, has lost or will lose the ability to freely dispose of its assets; and/or
 - e. a prejudgment or enforcement attachment is levied on a significant portion of the other Party's assets, and that attachment is not lifted within four (4) weeks.

- f. If the Agreement is rescinded as a result of the provisions of this paragraph, the rescinding Party will not in any instance be liable for loss or damage.
- 13.3. Eneco is authorised to rescind the Agreement, in whole or in part, with immediate effect and without requiring any demand for performance, notice of non-performance or judicial intervention, by sending notice by registered post, if:
- a. the Customer is in breach regarding the fulfilment of its obligations (including payment obligations) under the Agreement, if that breach continues for longer than fourteen (14) days and regardless of whether fulfilment is permanently or temporarily impossible;
 - b. the Customer's CTA has been terminated, or the Customer no longer satisfies the terms and conditions under the CTA;
 - c. the Customer does not comply with the requirements imposed on the Customer by Eneco, or does not comply with them in full and on time, including the security demanded by Eneco as described in Article 11 of these General Terms and Conditions;
 - d. the Customer does not fulfil the obligation to supply the information requested by Eneco as described in Article 12 of these General Terms and Conditions;
 - e. the Customer does not confirm its identity in a manner specified by Eneco, and/or does not supply the necessary data for Eneco's review of the application;
 - f. the Customer is guilty of corruption or bribery in connection with the Agreement, or the Customer breaches Eneco's Code of Conduct and/or the Customer causes demonstrable harm to Eneco's reputation;
 - g. the Customer has arranged for a change of Market Operator;
 - h. the Agreement came about through the agency of a representative of the Customer, and the Customer or the Customer's representative has not demonstrated to Eneco the appropriate representational authority within a maximum of two (2) weeks after the Agreement was formed, or it emerges that the representation was not authorised or the person who signed the Agreement on the Customer's behalf was not duly authorised/competent to do so;
 - i. it is plausible or it follows from the Customer's communications that the Customer is or will be in breach of one or more of the provisions or rules under the Agreement or relevant Laws and Regulations and/or the Customer acts or has acted in breach of the Laws and Regulations in a manner that justifies rescinding the Agreement;
 - j. the disruption of the Supplies and/or Feed-Ins described in Article 13.2 continues for longer than thirty (30) consecutive days.
- 13.4. If Eneco rescinds the Agreement on the grounds described in this Article 13 of these General Terms and Conditions, the Customer will owe Eneco compensation that is payable on demand. Eneco will determine the amount of that compensation, which may consist of the components described in Article 3.14. That compensation does not prejudice Eneco's right to charge the Customer for additional or other loss or damage resulting from the rescission.
- 13.5. Eneco's lawful exercise of its rights described in this Article 13 will not result in any liability on Eneco's part for ensuing loss or damage.
- 13.6. If Eneco rescinds the Agreement based on the provisions of this Article 13 of these General Terms and Conditions, Eneco will be entitled:
- a. to cancel the Balance Responsibility in so far as that does not happen automatically; and
 - b. if the Customer has a Large-Volume Connection: to send an 'end-of-supply notice' to the System Operator; and
 - c. if the Customer has a Small-Volume Connection: to send an 'end-of-supply notice' to the System Operator if the conditions under the relevant Laws and Regulations are satisfied.

- d. Eneco will notify the Customer accordingly In Writing. In this situation, the Customer is obliged to compensate Eneco for all associated costs that the System Operator charges to Eneco.
- 13.7. If Eneco exercises its rights as described in this Article 13, Eneco will notify the Customer accordingly without delay.
- 13.8. In addition to the provisions of Article 13.4a of these General Terms and Conditions, if the Customer has a Small-Volume Connection that is not part of a Multisite Agreement, Eneco will not proceed to rescind the Agreement until the relevant requirements have been satisfied under the Laws and Regulations for preventing termination of the energy supply. If the Agreement covers both Large-Volume and Small-Volume Connections, Eneco is entitled to proceed to rescind some or all of the Agreement as it concerns the Large-Volume Connections.

Article 14. Unforeseen circumstances

- 14.1. It is possible that Eneco's supply of the electricity and/or gas purchased by Eneco for the Customer will be interrupted, reduced or terminated as a result of events or circumstances that fall beyond the scope of Eneco's normal business risks, for example geopolitical or armed conflicts or natural disasters. In those situations, the Agreement cannot remain in place in unchanged form and Eneco will have to take measures to mitigate its loss or damage, for example by purchasing electricity and/or gas elsewhere. In that scenario, at Eneco's request the Customer will be required to cooperate in making necessary amendments to the Agreement and implementing measures to mitigate loss or damage, for example reducing consumption during the Supply Period in question (and adjusting the tolerance if necessary), interrupting business operations in exchange for compensation or adjusting tariffs in exchange for compensation.



Article 15. Liability

- 15.1. Without prejudice to the provisions of Articles 3.14, 3.15, 12 and 13 of these General Terms and Conditions, the Parties are liable in respect of each other for the other Party's loss or damage only if that loss or damage was caused by a culpable failure in the fulfilment of the Agreement by the Party causing the loss or damage and in so far as that failure is attributable to deliberate intent or wilful recklessness of the Party causing the loss or damage.
- 15.2. In so far as Eneco is liable in respect of the Customer, Eneco's liability is limited to the Customer's loss or damage resulting directly from the event causing the loss or damage. Eneco is not liable for immaterial loss or damage, indirect loss or damage (including consequential loss or damage and trading losses), loss of income and missed savings, loss or damage from business interruptions or loss of goodwill.
- 15.3. In so far as Eneco is obliged to compensate the Customer for loss or damage, the obligation to compensate the loss or damage is in all instances limited to three (3) times the amount of the average monthly invoice for Supplies (including energy tax and VAT) over the preceding twelve (12) months, subject in all cases to a maximum of €100,000 per event, with a cumulative maximum of €250,000 per calendar year.
- 15.4. The Customer will indemnify Eneco for the obligation to compensate third parties for loss or damage if and in so far as the loss or damage for which Eneco is held liable was caused by:
- Eneco's performance of the Agreement; or
 - an event for which the Customer is contractually or extra-contractually liable towards Eneco, except in so far as any deliberate intent existed on Eneco's part in connection with the cause of the loss or damage.

- 15.5. The Customer must notify Eneco of any loss- or damage-causing event that has happened or might happen as soon as the Customer becomes aware of the situation. If the loss or damage has already occurred, the Customer must report it to Eneco In Writing as soon as possible, and at the latest within thirty (30) days after the loss or damage occurred, unless the Customer can make a plausible case that it was unable to report the loss or damage sooner. Eneco is not liable for any loss or damage resulting from the Customer failing to fulfil its obligations as described in this paragraph, or failing to fulfil them on time. Failure to fulfil the Customer's obligations on time also includes situations where the Customer could have been aware of a particular loss or damage (or a situation causing that loss or damage) but – regardless of the reason why – failed to identify it and as a consequence did not report it to Eneco on time.

Microbusiness

- 15.6. If the Customer is a Microbusiness, the provisions of Articles 15.2 to 15.5 of these General Terms and Conditions do not apply, and are replaced by the following.
- 15.7. Except where the loss or damage was caused by deliberate intent or wilful recklessness on Eneco's part, the obligation to compensate loss or damage in all instances excludes loss of or damage to objects used by the Customer to conduct a business undertaking or exercise a profession, loss or damage resulting from business interruptions, loss or damage resulting from an inability to exercise a profession, or loss or damage resulting from loss of profits.
- 15.8. If Eneco, or a third party whose services Eneco has engaged, is liable to compensate the Customer for loss or damage, not including personal injury, the compensation is limited to a maximum of €3,500 per Customer and €2,000,000 per event for all Customers together, regardless of the total extent of the loss or damage. Eneco will divide that amount proportionately among all the Customers that suffered the loss or damage in connection with the event.

Article 16. Privacy and Confidentiality

Privacy

- 16.1. Eneco will use the Customer's data for reviewing and accepting the application, performing the Agreement and conducting its business operations. Eneco will act in compliance with privacy laws when processing personal data. Eneco's website includes the privacy statement, where the Customer can read details of how Eneco does this.
- 16.2. The Customer authorises Eneco to do whatever is necessary for the Agreement to come into effect on the agreed date and for its performance, including as and where applicable:
- a. Retrieving from the Dutch Central Connections Register (C-AR) information, meter readings and/or data concerning the volumes drawn by the Customer through the Connection (or Connection Points) or Allocation Point (or Points) during the preceding years; and/or
 - b. retrieving the end date and notice period of the Customer's existing agreement with another Market Operator, or from the end-of-contract information register ("contract einde register", CER).
- 16.3. Eneco is entitled to possess the data that it acquires through the Metering Installation, and to further process those data in so far as this is necessary for the proper performance of the Agreement, including fulfilling Eneco's legal duties and/or obligations.

Confidentiality

- 16.4. The Parties will treat the details of the Agreement and all information that the Parties obtain in connection with the Agreement as strictly confidential information, with the exception of the metering data and information that is publicly available. For the Agreement's entire duration and for three years after the Agreement ends, the Parties will maintain complete confidentiality regarding this strictly confidential information. This duty of confidentiality does not extend to information of which the receiving Party can demonstrate that: a) the information was already in its possession, without any restrictions on its use, before it received the confidential information; b) the information is or has become available to the general public through a cause other than inappropriate, unlawful, erroneous or negligent actions of the receiving Party; c) the receiving Party lawfully acquired the information from a third party that is not bound by a duty of confidentiality; or d) the receiving Party developed the information independently, without using or having access to the confidential information.
- 16.5. The Parties will not share the confidential information among a wider group within their own organisation than is necessary for the proper performance of the Agreement. The Parties will impose an obligation on their employees and third parties whose services they have engaged to comply with these confidentiality clauses. The Parties will implement appropriate technical and organisational measures to protect confidential information.
- 16.6. Confidential information may be shared with third parties only after the other Party's consent has been obtained In Writing, except where the receiving Party is required under the relevant Laws and Regulations, a court judgment or a decision by a competent or supervisory authority to disclose the confidential information.

Article 17. Force majeure

- 17.1. If one of the Parties is unable to fulfil its obligations under the Agreement due to a force majeure event, that Party must immediately notify the other Party of the force majeure event, with a description of all the particulars and including a reasonable estimate of how long the force majeure event will last. Force majeure events include: disruptions in communications, equipment or software, which explicitly includes disruptions caused by cyberattacks, and/or interruptions or restrictions of the Supplies or Feed-Ins as a result of a System not functioning properly, international conflicts, acts of violence, measures by a domestic or foreign authority (including supervisory authorities), strikes and boycotts. Force majeure also includes situations where, as a direct or indirect consequence of the scenarios described in this Article 17, Eneco is unable to supply electricity or gas to the Customer except on terms and at costs that pose an unreasonably onerous commercial burden on Eneco, or Eneco's supplier (or contemplated supplier) fails in the fulfilment of its obligations.
- 17.2. The Party suffering the force majeure event will also keep the other Party informed about all developments relating to the force majeure event. This Party is obliged to remedy the force majeure as soon as possible by implementing whatever measures may be expected from a reasonable and prudent Party. Those measures will be for the risk and expense of the Party suffering the force majeure event.
- 17.3. If the force majeure event lasts for longer than one (1) month, both Eneco and the Customer are entitled to rescind the components of the Agreement that cannot be performed by issuing a statement to that effect In Writing. The Parties will then consult each other to discuss the possibility of an amendment to the Agreement that reflects the original substance and scope as closely as possible. Without prejudice to the foregoing provisions of this Article 17, the Customer is entitled to rescind the Agreement only after it has paid to Eneco all amounts that it owes to Eneco for the goods and services provided up to that moment, regardless of whether payment has fallen due.

Article 18. Amendments to the General Terms and Conditions

- 18.1. If the Customer has an open-ended Agreement that falls within the scope of application of the present General Terms and Conditions, Eneco is permitted to unilaterally amend these General Terms and Conditions at any time. Eneco will notify the Customer In Writing of such a contemplated amendment at least forty (40) days before the amendment takes effect.
- 18.2. If the Customer has a fixed-term Agreement that falls within the scope of application of these General Terms and Conditions, Eneco is permitted to amend these General Terms and Conditions only if this is necessary, in Eneco's reasonable opinion, as a result of amendments to Laws and Regulations, decisions or guidances of a competent or supervisory authority or if new case law is handed down. Eneco will notify the Customer In Writing of such a contemplated amendment at least forty (40) days before the amendment takes effect.

Microbusiness

- 18.3. If the Customer is a Microbusiness and the General Terms and Conditions undergo an amendment, the Customer may terminate its fixed-term Agreement free of charge, subject to one (1) month's notice, without owing the cancellation fee, if the amendment to the General Terms and Conditions places the Customer in a poorer position. The possibility to terminate the fixed-term Agreement free of charge will end on the date when the amended General Terms and Conditions take effect.

Article 19. Governing law and disputes

- 19.1. The Agreement and these General Terms and Conditions are governed by Dutch law.
- 19.2. If a dispute arises between the Parties in connection with the Agreement or any further agreements deriving from the Agreement, and that dispute cannot be resolved in mutual consultation, it will be settled by the competent court in Rotterdam.
- 19.3. In deviation from the provisions of Article 19.1 of these General Terms and Conditions, if the Customer has a complaint about how the Agreement was formed or is performed, or about the tariffs invoiced by Eneco for the System Operator (not including rejection of a proposed payment schedule), the Customer must in the first instance present the complaint to Eneco In Writing. The Agreement describes what process the Customer should follow to submit the complaint and within what time Eneco will respond to the complaint.
- 19.4. If a complaint is not resolved to both Parties' satisfaction, the complaint may be referred to the District Court of Rotterdam within twelve (12) months after the complaint was first submitted.

Small-Volume Connections

- 19.5. If the Customer has a Small-Volume Connection that is not part of a Multisite Agreement, both the Customer and Eneco may alternatively refer the complaint to the Disputes Board.
- 19.6. If a Customer with a Small-Volume Connection chooses to refer a dispute to the Disputes Board, that preference will also have binding effect on Eneco, unless Eneco had already referred the same dispute to the District Court.
- 19.7. If Eneco chooses to have a dispute heard by the Disputes Board, Eneco will make the Customer a proposal to that effect In Writing. If the Customer has not confirmed In Writing within five weeks that it agrees to having the dispute heard by the Disputes Board, Eneco will refer the dispute to the District Court of Rotterdam. If Eneco does not refer the dispute to the District Court of Rotterdam within two months after the Customer rejects the proposal, or has not agreed to the proposal by the end of the deadline of five weeks, the Customer may as yet refer the dispute to the Disputes Board for hearing.
- 19.8. The Disputes Board will pronounce its decision on the terms described in the Disputes Board's rules of procedure. The Disputes Board's decision has the effect of a binding opinion for both Parties. A fee will be charged for reviewing a dispute.

Article 20. Final clauses

- 20.1. The effective date of these General Terms and Conditions is 1 January 2026.
- 20.2. These General Terms and Conditions are available on Eneco's website and at Eneco's offices. On request, a printed or digital copy of these General Terms and Conditions will be provided free of charge.