

Vattenfall General Terms and Conditions for the Supply of Electricity to the Business Market

1 November 2025

1. Definitions

The terms capitalised in the Supply Agreement, its annexes, and in these General Terms and Conditions are defined terms and shall have the meanings set out below. Terms that are used in the singular form shall also be understood to refer to plural forms, and vice versa.

ACM: the Authority for Consumers and Markets (*Autoriteit Consument & Markt*), as referred to in Article 2(1) of the Establishment Act of the Netherlands Authority for Consumers and Markets, being the regulatory authority that, among other things, supervises the energy market;

Active Customer: an End Customer, or a group of jointly acting End Customer, who, within an individual or joint installation, consumes or stores self-generated or shared electricity, sells or shares self-generated electricity, consumes or stores shared electricity, or makes use of flexibility or energy efficiency services, on condition that such activities do not constitute their primary commercial or professional activity;

Allocation Point: administrative point where injection, withdrawal or consumption of electricity is attributed to Vattenfall (or another market participant);

Authorised Representative: the natural person practising a liberal profession, or the sole proprietorship, the partnership, the legal entity, the foundation, the association, the religious organisation or the public body, who is authorised by the End Customer to perform, on behalf of the End Customer, the (legal) acts further described in the Supply Agreement;

Balancing Data: all information and data the End Customer must provide to Vattenfall in the context of the balancing responsibility performed by Vattenfall and which are known or ought to be known to the End Customer, including at least: (i) all relevant data relating to all planned and unplanned interruptions of standard operations, (ii) all information relating to failures, (iii) EAN code(s) of the Connection(s), (iv) all changes to the Connection (including changes relating to the Primary and Secondary Allocation Points) of the End Customer, (v) consumption data of the End Customer and changes in the End Customer's consumption pattern, (vi) all data regarding any suspicion or determination of incorrect consumption measurements, (vii) the installation of generation or storage capacity affecting the consumption pattern, and (viii) all other relevant data or information that may affect or could affect the performance of Vattenfall's balancing responsibility;

Balancing Responsible Party: a natural or legal person responsible for keeping their portfolio in balance and thus responsible for the imbalance they, or the party they represent, cause in the Transmission or Distribution System for electricity, and who, in accordance with the methods or conditions for electricity referred to in Article 3.119 of the Energy Act, is admitted by the electricity Transmission System Operator as a balancing responsible party;

Balancing Responsibility: the responsibility for maintaining the balance between planned electricity production, consumption and transport needs within its own portfolio, for which the Balance Responsible Party submits a daily program to the Transmission System Operator;

Business Market: End Customers, other than end customers who buy or wish to buy electricity for the customer's own household consumption, excluding commercial or professional activities;

Codes: all applicable technical codes and conditions (as amended from time to time), as established by the ACM in accordance with the Energy Act or preceding legislation, or, where applicable, the ministerial regulations that replace those codes and conditions;

Connection: a component of the Transmission or Distribution System for electricity, consisting of one or more lines and associated instruments between a Transmission or Distribution System and immovable property as referred to in Article 16a until e of the Valuation of Immovable Property Act (*Wet waardering onroerende zaken*);

Connections Register: the central connections register (CAR), the central register of the joint System Operators, in which each System Operator manages its register and records, per (planned) Connection, data such as the category of a Connection, how the Connection is metered, the standard annual consumption and the allocation method;

Connection and Transport Agreement: the agreement between the End Customer and the System Operator concerning the Connection to the Transmission or Distribution System and the conditions of the System Operator applicable thereto;

Consequential and Business Loss: loss that is not a direct consequence of a breach of contract or tort; this includes at least, but not exclusively: lost turnover or profit, lost interest, crop damage and loss of third-party orders;

Contract Price: the price for electricity, as further defined and set out in the Supply Agreement;

Contracts Register: the register in which, among other things, contract end data of the End Customer are recorded (formerly the Contract End Data Register (CER)).

Contract Volume: the contracted quantity in kWh per year, as specified in the Supply Agreement;

Data: all information and data the End Customer must provide to Vattenfall relating to Supply, including the Balancing Data and all other data and information that may affect or could affect the performance of the Supply Agreement;

Disputes Committee: the Energy Business committee of the Dutch Foundation for Complaints and Dispute Resolution in The Hague (*Geschillencommissie*);

EAN Code: a unique identification number in accordance with the European Article Numbering, consisting of eighteen digits assigned per Connection or per Allocation Point;

End Customer: the party who has been granted a Connection by the System Operator and who buys or wishes to buy electricity from Vattenfall for its own use;

Energy Act: Act of 11 December 2024, containing rules on energy markets and energy systems (*Energiewet*), as amended from time to time;

Electricity Network: the Dutch network of lines, cables and other connections consisting of both the Transmission System and the Distribution System, through which electricity is transported;

Feed-in: the sale of electricity produced by an Active Customer;

Feed-in agreement: agreement on the basis of which an Active Customer sells self-generated electricity to a market participant that aggregates;

Force Majeure: a non-attributable failure as referred to in Article 10 of these General Terms and Conditions;

General Terms and Conditions: these general terms and conditions;

kWh: kilowatt-hour;

Large Connection: a Connection with a capacity greater than 3x80A for electricity (*grote aansluiting*);

Laws and Regulations: all applicable Laws and Regulations (including the Energy Act), the Energy Decree (*Energiebesluit*, the general administrative order containing rules on energy markets and energy systems), underlying ministerial regulations and the Codes, as amended or replaced from time to time;

Metering Device: an instrument or set of instruments with a metering function that measures at least the injection, withdrawal or consumption of electricity, excluding auxiliary instruments that support the metering function and that are part of a Connection;

Metering Responsible Party: the party who, in accordance with the provisions of or pursuant to the Energy Act, is recognised and authorised, among other things, to install the Metering Device and to record the metering data of Large Connections;

Micro-enterprise: the End Customer or Active Customer that is a business with (i) fewer than ten (10) employees and (ii) whose annual turnover or annual balance sheet total does not exceed €2 million;

Multi-site: the situation as set out in Article 2.17(2)(c) of the Energy Act;

Party/ Parties: the End Customer and Vattenfall are individually a **Party**; together they are also referred to as the **Parties**;

Primary Allocation Point: the first Allocation Point assigned by a System Operator to a Connection;

Reference Product: an offering of a product whose price is used by Vattenfall to calculate the Termination Fee for Supply;

Secondary Allocation Point: any Allocation Point assigned by a System Operator to a Connection other than the Primary Allocation Point;

Small Connection: a Connection with a maximum capacity less than or equal to 3x80A for electricity (*kleine aansluiting*);

Supply: the quantity of electricity agreed with the End Customer made available administratively by Vattenfall on the Electricity Network.

Supply Agreement: the agreement between Vattenfall and the End Customer for Supply, including all conditions applicable thereto and all appendices;

Supply Period: the period during which, under the Supply Agreement, Supply by Vattenfall to the End Customer takes place, commencing on the first day of Supply;

Supply Point: the point on the Transmission or Distribution System where Vattenfall supplies electricity for the benefit of the End Customer, including but not limited to the Allocation Point and/or the Connection;

System Operator: an operator of a Transmission or Distribution System for electricity in the Netherlands (formerly: the grid operator), as well as anyone who, in accordance with Articles 3.6 and 3.7 of the Energy Act, is recognised as the operator of a closed distribution system;

Termination Fee: the Termination Fee for Supply and/or the Termination Fee for Feed-in, depending on whether the early termination relates to Supply Feed-in, or both;

Termination Fee for Feed-in: The fee a market participant, including a supplier, may charge, in accordance with Laws and Regulations, to an Active Customer that is also a Micro-enterprise if that Active Customer terminates a fixed-term Feed-in Agreement with a price and/or costs fixed in advance or during the term of that agreement, before the end of the term;

Termination Fee for Supply: the fee a supplier may charge, in accordance with Laws and Regulations, to a Micro-enterprise if the Micro-enterprise terminates a fixed-term Supply Agreement with a price and/or costs either fixed in advance or during the term of the Supply Agreement, before the end of the term;

Transmission and Distribution System for electricity: a system of lines and associated instruments for the transport of electricity at a voltage level lower than 110 kilovolts (Distribution System) or equal to or higher than 110 kilovolts (**Transmission System**);

Vattenfall: Vattenfall Sales Nederland N.V.;

2. Applicability

- 2.1. These General Terms and Conditions apply to all offers (quotations) by Vattenfall for the sale and Supply of electricity by Vattenfall plus any related services, and to all agreements with Vattenfall relating thereto, unless stated otherwise in writing.
- 2.2. The applicability of any (general, product, purchasing or other) conditions of the End Customer is hereby expressly rejected.
- 2.3. A Party may only rely on deviations from these General Terms and Conditions if and to the extent that such deviations have been accepted in writing by both Parties.
- 2.4. If any provision of these General Terms and Conditions should be void, unenforceable or otherwise invalid for any reason, the remaining provisions shall remain in full force, and the Parties will mutually agree on a replacement arrangement that preserves the intent of the invalid provision as much as possible.
- 2.5. Specific provisions apply to Micro-enterprises and End Customers with a Small Connection, which are included at the end of the relevant article.
- 2.6. In the event of a conflict between the provisions of these General Terms and Conditions and those of the Supply Agreement, the provisions of the Supply Agreement will prevail.

3. The supply agreement

- 3.1. All offers (quotations) from Vattenfall are valid for the period indicated therein, unless expressly and in writing stated otherwise. If the quotation indicates that it must be signed by a certain date, this is also the latest date on which the offer (quotation) is valid.

- 3.2. The Supply Agreement is formed by acceptance by the End Customer of Vattenfall's offer within the latest date stated in Article 3.1 of these General Terms and Conditions, or by Vattenfall's acceptance of the End Customer's application. Acceptance by the End Customer of any valid offer(s) (quotations) from Vattenfall is irrevocable.
- 3.3. The Supply Agreement enters into effect on the date of signature, unless a different effective date is agreed in writing.
- 3.4. A fixed-term Supply Agreement is tacitly renewed for a subsequent term of one (1) year unless one of the Parties terminates (*opzeggen*) the Supply Agreement in writing no later than three (3) calendar months before the end of the (renewed) Supply Period. In the event of (tacit) renewal of the Supply Agreement, Vattenfall will purchase the electricity required for Supply to the End Customer (whether or not prior to the new Supply year commencing).
- 3.5. If (i) after entering into the Supply Agreement, the End Customer has informed Vattenfall of a change in its type of end customer such that the End Customer has changed into a Micro-enterprise and (ii) the Supply Agreement has not been terminated or not terminated in time, the Supply Agreement, in deviation from the foregoing, will continue for an indefinite term (*onbepaalde duur*) in accordance with Article 3.14 of these General Terms and Conditions.
- 3.6. Except as provided in Articles 3.12, 10.3 and 12 of these General Terms and Conditions, early termination (*opzegging*) or dissolution (*ontbinding*) of a fixed-term Supply Agreement is not possible, unless the Parties have expressly and in writing agreed otherwise. Only if the Parties have entered into a Supply Agreement for an indefinite term (*onbepaalde duur*), may either Party terminate (*opzeggen*) the Supply Agreement with a notice period of three (3) months.
- 3.7. Vattenfall is only bound by non-binding or indicative offers (quotations) if it has confirmed these in writing, or if it has commenced performance of the services described in the relevant quotation(s).
- 3.8. Oral promises or arrangements by or with its staff do not bind Vattenfall, except after and to the extent that such promises or arrangements have been confirmed in writing by a person authorised to do so.
- 3.9. Vattenfall is only bound by (written) adjustments to the Supply Agreement requested by the End Customer if Vattenfall has accepted these changes in writing. Commencement of performance of the services described in the relevant quotation(s) never implies, in deviation from Article 3.7 of these General Terms and Conditions, acceptance by Vattenfall of the changes requested by the End Customer.
- 3.10. These General Terms and Conditions apply unreservedly to written changes to offers (quotations) or the Supply Agreement accepted by Vattenfall, unless agreed otherwise in writing.

Micro-enterprise

- 3.11.** Articles 3.4 and 3.8 of these General Terms and Conditions do not apply to a Micro-enterprise.
- 3.12.** A Supply Agreement for an indefinite term (*onbepaalde duur*) may be terminated (*opzeggen*) by both Vattenfall and the Micro-enterprise at any time free of charge subject to a notice period of one (1) month. A Micro-enterprise is not liable for a Termination Fee upon termination of a Supply Agreement for an indefinite term (*onbepaalde duur*).
- 3.13.** In deviation from Article 3.6 of these General Terms and Conditions, a Micro-enterprise may terminate (*opzeggen*) a fixed-term Supply Agreement early subject to one (1) month's notice. Upon early termination (*opzegging*) of a fixed-term Supply Agreement by the Micro-enterprise, the Micro-enterprise owes Vattenfall the Termination Fee. The Termination Fee is calculated:
- (1) for Supply, in accordance with Article 14.5 of these General Terms and Conditions; and/or
 - (2) for Feed-in, in accordance with Article 14.6 of these General Terms and Conditions, unless otherwise specified in the Supply Agreement.
- 3.14.** If the Micro-enterprise has entered into a fixed-term Supply Agreement and:
- a. the Supply Agreement has reached its original end date; and
 - b. the Micro-enterprise has not terminated (*opgezegd*) the Supply Agreement; and
 - c. the Micro-enterprise has not entered into a new supply agreement with Vattenfall for the same Connection(s); and
 - d. the Micro-enterprise has not switched to another supplier with one or more Connections to which the Supply Agreement relates,
- then the Supply Agreement will continue (*voortzetting*) from the day immediately following the end date under the following conditions:
- (i). the Supply Agreement will be for an indefinite term (*onbepaalde duur*) from that day; and
 - (ii). the continuation applies only to the Connection(s) for which the Micro-enterprise has not switched to another supplier, or has not entered into a new supply agreement with Vattenfall; and
 - (iii). from that day the terms and prices apply of the product for an indefinite term without a fixing option. This is a product where:
 - a. periodically during the further term of the Supply Agreement the contract fees (*contract opslagen*), the fixed fee (*vastrecht*) and the price for guarantees of origin may be adjusted due to one or more reasons as set out in Article 8.7- (b-e); and
 - b. the market price is automatically determined at fixed moments in time based on a public index price, such as but not limited to the ICE Endex End of Day Settlement or the EPEX NL Day Ahead prices of that fixed moment, whereby the Micro-enterprise has no option to fix prices or volumes.

The Micro-enterprise will receive at least one (1) month's prior written notice of the new prices and the product for an indefinite term before the Supply Agreement is continued (*voortgezet*) for an indefinite term (*onbepaalde duur*).

4. Supply by Vattenfall and offtake by the end customer

- 4.1.** The End Customer undertakes, for the entire term of the Supply Agreement, to offtake (*afnemen*) from Vattenfall the Contract Volume of electricity, and Vattenfall undertakes to the Supply of the Contract Volume to the End Customer, subject to and in accordance with the terms and conditions set out in the Supply Agreement.
- 4.2.** The Supply by Vattenfall to the End Customer takes place at the Supply Point from the first day of a calendar month, unless the Parties have agreed in writing on a different start date for Supply.
- 4.3.** The End Customer warrants to Vattenfall that Vattenfall can start Supplying on the date the Parties have agreed in the Supply Agreement as the start date for Supply.
- 4.4.** If the Supply, for any reason other than due to Vattenfall, commences later than the time agreed in the Supply Agreement, then the Supply Period and the obligation to Supply under the Supply Agreement are deemed to have commenced on the original Supply date, even if the actual Supply of electricity at that moment still takes place by a third party. In that case, Vattenfall is also authorised during that period to invoice the full consumption by the End Customer as if Vattenfall had supplied this consumption itself, at the agreed prices. Vattenfall will in that case endeavour to settle the consumption involved with the third party who actually supplied the electricity. If this settlement results in a difference between the amount invoiced by Vattenfall and the amount Vattenfall owes the third party, this difference will be charged or credited to the End Customer. The originally agreed end date of the Supply Agreement remains in full force. Vattenfall is entitled to deviate from the mechanism described above if (i) Vattenfall deems this necessary and (ii) Vattenfall has communicated this to the End Customer prior to Supply.
- 4.5.** The volume of Supply is determined based on metering data from the Metering Device as further described in Article 6 of these General Terms and Conditions (subject to possible correction and/or estimation as described in Articles 6.4 and 6.6 of these General Terms and Conditions) and in accordance with what is provided in Laws and Regulations.
- 4.6.** If the Supply Point or Allocation Point, through no fault of Vattenfall, is assigned to or can be assigned to Vattenfall only after the start of the Supply Period, Vattenfall is entitled to recover any resulting costs (including but not limited to costs for Supply) and damages (including but not limited to any procurement losses) from the End Customer.

- 4.7.** If the End Customer generates renewable electricity and feeds it into the Transmission or Distribution System via the Supply Point at which Vattenfall supplies, or will supply under the Supply Agreement, and has not made specific arrangements with Vattenfall (including but not limited to agreeing a separate set of general terms and conditions for Feed-in (*teruglevering*) or a separate Feed-in Agreement), or with another supplier, end customer or market participant, then with regard to the electricity the End Customer generates and does not consume itself but feeds back to Vattenfall, the provisions of these General Terms and Conditions regarding Supply apply to Feed-in (*mutatis mutandis*).

5. Connection and transport

- 5.1.** The End Customer with one or more Large Connections will, for each Large Connection and at its own expense and risk, enter into a Connection and Transport Agreement with the designated System Operator, in order to enable Supply in accordance with the Supply Agreement.
- 5.2.** The failure to enter into and/or the full or partial nullification (*vernietiging*), dissolution (*ontbinding*) or termination (*beëindiging*) of a Connection and Transport Agreement can never result in the End Customer fully or partially nullifying (*vernietiging*), dissolving (*ontbinding*) or terminating (*beëindiging*) the Supply Agreement.
- 5.3.** The End Customer is responsible for paying the costs of establishing and maintaining the Connection, as well as the costs associated with the Metering Device and the meter- and other services performed by the System Operator or Metering Responsible Party.
- 5.4.** If the End Customer has, or will in the future have, a Connection with a Primary Allocation Point and one or more Secondary Allocation Points, these Allocation Points are all inextricably linked to the Connection. The installation associated with a Secondary Allocation Point may not be used for residential purposes. Supply by or Feed-in to Vattenfall via a Secondary Allocation Point depends on the availability and functioning of the Primary Allocation Point. Vattenfall is not liable for shortcomings in Supply via a Secondary Allocation Point resulting from problems with, disconnection of, or the unavailability of the Primary Allocation Point. The risk of unavailability of the Primary Allocation Point is borne by the End Customer.

Small Connection

- 5.5.** In addition to Article 5.1 of these General Terms and Conditions, the End Customer with a Small Connection is obliged to provide all necessary cooperation for the establishment of the Connection and Transport Agreement for each Small Connection, insofar as and as soon as Vattenfall is or will become the supplier at the Primary Allocation Point belonging to the relevant Small Connection. Vattenfall charges, on behalf of the relevant System Operator, the periodic fees due under the Connection and Transport Agreement to the End Customer. The End Customer is obliged to pay these fees to Vattenfall, who collects these fees on behalf

of the System Operator. Only payment of these fees to Vattenfall qualifies as discharge of the payment obligation.

Micro-enterprise

- 5.6.** Article 5.2 of these General Terms and Conditions does not apply to a Micro-enterprise. This does not affect that dissolution (*ontbinding*) of the Supply Agreement by the Micro-enterprise is only possible insofar as permitted on the basis of (i) statutory grounds for dissolution (*ontbinden*) or (ii) dissolution (*ontbinden*) grounds expressly included in these General Terms and Conditions or the Supply Agreement, if any.

6 Metering and the metering device

- 6.1.** The End Customer ensures that, at its own expense and risk, a Metering Device is or will be placed and maintained at the Supply Point in accordance with Laws and Regulations, and with due observance of the provisions included in these General Terms and Conditions. The End Customer ensures that the Metering Device is configured as such and that metering is conducted in accordance with Laws and Regulations and other applicable metering rules.
- 6.2.** The End Customer with a Large Connection ensures that, at its own expense and risk, a Metering Responsible Party is active and remains active at every Large Connection, for at least the term of the Supply Agreement.
- 6.3.** Unless agreed otherwise in writing, the quantity of electricity supplies to and taken off by the End Customer is determined based on data obtained with the Metering Device. Vattenfall receives this data via the messaging traffic from the System Operator(s) in accordance with the provisions in Laws and Regulations. Vattenfall collects and validates, in accordance with Laws and Regulations, the metering data of End Customers with a Small Connection at whose Primary Allocation Point Vattenfall is active who have a Metering Device without communication functionality or a Metering Device whose communication functionality is administratively disabled, and establishes these metering data for the benefit of the End Customer. The End Customer is obliged to cooperate with this.
- 6.4.** The determination of the quantity of electricity taken may, as a result of a correction by the System Operator (including due to additional (metering) data (including corrected metering data) from the System Operator and/or the Metering Responsible Party), be adjusted by Vattenfall up to a maximum of five (5) years after Supply. The End Customer is obliged to pay the costs for this corrected Supply to Vattenfall in accordance with the invoice(s) sent by Vattenfall to the End Customer. This corrected Supply is settled at the agreed rates from the Supply Agreement that applied in the period to which the correction relates, unless Laws and Regulations provide otherwise. All other costs related to or arising from this correction are also borne by the End Customer.

- 6.5.** Unless otherwise agreed, Vattenfall requests the necessary data regarding the End Customer, or the relevant Connection or Allocation Point, in accordance with Laws and Regulations from the Connections Register or the Contracts Register and/or from the responsible System Operator. The End Customer bears the costs associated with providing the data. If Vattenfall receives the data directly from the System Operator and insofar as the relevant System Operator charges costs to Vattenfall, Vattenfall will refer the relevant System Operator to the End Customer. Vattenfall is never obliged to pay any costs charged by the System Operator.
- 6.6.** If Vattenfall does not timely have the data mentioned in the preceding paragraphs and/or if a manifest error was made when recording meter readings or processing metering data, or if Vattenfall reasonably doubts the accuracy of the meter readings or metering data, Vattenfall is entitled to estimate, to the best of its ability, the quantity of electricity taken by the End Customer and to determine it based on the data available to Vattenfall, including (i) the quantity of offtake in a previous corresponding period, or (ii) the average quantity of offtake in a preceding and/or a subsequent period, or (iii) a combination of these methods. This does not affect Vattenfall's right to determine the quantity of electricity actually taken at a later time based on the reading of the Metering Device and to charge the amounts due based on the adjusted volumes to the End Customer or, where applicable, refund any overpaid amounts.
- 6.7.** In case of doubt about the accuracy of the Metering Device and/or metering data, both the End Customer and Vattenfall may request clarification from the Metering Responsible Party or System Operator. If the doubt persists, either Party may, within three (3) weeks, engage an expert jointly to be appointed (such as another Metering Responsible Party) to conduct an investigation. If the Parties do not reach agreement on the expert to be appointed within those three (3) weeks, Vattenfall is entitled to appoint an expert to conduct the investigation. In that case Vattenfall will inform the End Customer about the engagement, the costs and the timing of the investigation, and both Parties have the right to be present at the investigation or be represented. The End Customer will provide the necessary cooperation to the investigation, including granting access to the Metering Device during normal business hours, regardless of whether the expert is jointly appointed or appointed by Vattenfall. The costs of this investigation are borne by the Party who is (mostly) found to be in the wrong, without prejudice to any possibilities for that Party to recover these costs from a third party.
- 6.8.** If the investigation of the Metering Device shows that the Metering Device has not functioned correctly and the deviation is greater than allowed under Laws and Regulations, the quantity of electricity supplied will be determined based on the results of the investigation by the appointed expert. If the investigation of the Metering Device does

not yield a workable standard for determining the quantity of electricity taken by the End Customer, Vattenfall is entitled to estimate this offtake in the relevant period based on the data available to Vattenfall, including (i) the quantity of offtake in a previous corresponding period, (ii) the average quantity of offtake in a preceding and/or subsequent period, or (iii) a combination of these methods.

7. Balancing responsibility

- 7.1.** Unless agreed otherwise, from the start date of Supply, Vattenfall will ensure that a Balancing Responsible Party is active at the Allocation Point at which Vattenfall Supplies, subject to the conditions and provisions set out in this article below. Vattenfall is entitled to subcontract the Balancing Responsibility to a third party of its choice, being a Balancing Responsible Party.
- 7.2.** To perform the Balancing Responsibility, Vattenfall must receive information from the End Customer. The End Customer with a Large Connection will therefore, at its own expense, provide Vattenfall with the Balancing Data. If the End Customer has not timely, completely or correctly provided the Balancing Data to Vattenfall or has had it provided by the responsible System Operator or Metering Responsible Party, as well as in the event of failures in communication links or in equipment or software of the parties and/or third parties, Vattenfall remains obliged to perform the Balancing Responsibility and is therefore entitled to perform the End Customer's Balancing Responsibility based on estimates if necessary. In that case the costs involved, including the costs for imbalance charged or to be charged to Vattenfall, are borne by the End Customer. Vattenfall will charge all costs associated with performing the Balancing Responsibility based on estimates to the End Customer, who is obliged to pay these costs.

8 Prices

- 8.1.** The price and other fees related to Supply (and, where applicable, Feed-in) payable by the End Customer to Vattenfall are set out in the Supply Agreement.
- 8.2.** If Vattenfall and the End Customer have agreed a fixed-term Supply Agreement, the agreed price for the electricity and the agreed amount of the other fees as stated in the Supply Agreement apply for the agreed (initial) term of the Supply Period (subject to the fee referred to below in Article 8.3 of these General Terms and Conditions).
- 8.3.** If the Supply Agreement is renewed for a further fixed term following the initial or subsequent Supply Period as described in Article 3.4 of these General Terms and Conditions, new prices and fees will apply, set unilaterally by Vattenfall. The End Customer will receive these new prices and fees from Vattenfall at least two (2) weeks prior to their effective date, with simultaneous notification that the End Customer may terminate (*opzeggen*) the Supply Agreement in accordance with Article 3.4 of these General Terms and Conditions. The new

prices and fees apply for the term of the (Supply) period by which the Supply Agreement has been (tacitly) renewed. Upon each (tacit) renewal of the Supply Period, new prices and fees will apply for the (Supply) period by which the Supply Agreement has been (tacitly) renewed, established in accordance with the foregoing.

- 8.4.** All amounts the End Customer owes under the Supply Agreement will be increased by taxes, surcharges and levies that Vattenfall is required or authorised to charge under government rules. If taxes, surcharges or levies change in the interim, Vattenfall is entitled to adjust these amounts during the Supply Agreement. This does not entitle the End Customer to (free) termination (*beëindiging*) of the Supply Agreement.
- 8.5.** If the End Customer and Vattenfall have agreed to a Supply Agreement for an indefinite term (*onbepaalde duur*), or a fixed-term Supply Agreement that has continued for an indefinite term (*onbepaalde duur*), Vattenfall is during this indefinite term entitled to periodically adjust prices and/or other fees. In that case the End Customer will receive the new prices in writing at least two (2) weeks prior to these new prices and fees taking effect, with simultaneous notification that the End Customer may terminate (*opzeggen*) the Supply Agreement in accordance with Article 3.6 or 3.12 of these General Terms and Conditions, as applicable.

Micro-enterprise

- 8.6.** Article 8.3 of these General Terms and Conditions does not apply to a Micro-enterprise.
- 8.7.** If a Supply Agreement between Vattenfall and a Micro-enterprise has been agreed for an indefinite term (*onbepaalde duur*) or has continued for an indefinite term (*onbepaalde duur*), Vattenfall is entitled during this indefinite term to periodically adjust prices and/or other fees based on one or more of the following reasons:
- Changes in purchase and sale prices of electricity, which depend on developments in the energy market, including price developments in wholesale energy markets;
 - Changes in (expected) costs that Vattenfall incurs or must incur, both costs directly related to the relevant product (such as certification costs, costs for sustainability or guarantees of origin) and general business costs (such as personnel costs, IT costs, compliance and audit costs);
 - Changes in the business operations of the Micro-enterprise that affect the costs of Supply, including changes in offtake pattern, consumption profile, the Connection or the nature of the business activities;
 - Changes in price and procurement risks, risk premiums, costs for security of supply and Vattenfall's margin policy; and/or
 - Changes in Laws or Regulations, decisions or guidelines of a competent (government) authority or supervisory body, or a court judgment.

Note: It is not possible to predict in advance how, for example, prices will develop in the future and what the financial impact will be. This is partly because the Supply Agreement for an indefinite term (*onbepaalde duur*) may have a long duration and thus span many years.

- 8.8.** In deviation from Article 8.5 of these General Terms and Conditions, a Micro-enterprise will receive the new prices in writing no later than one (1) month before they apply.

9. Invoicing and security

- 9.1.** All amounts the End Customer owes to Vattenfall under or in connection with the Supply Agreement will be charged by Vattenfall by means of an invoice.
- 9.2.** Vattenfall invoices on a monthly basis. Invoicing takes place in advance, by means of instalment amounts or prepayments, or in arrears based on established or estimated consumption (subject to Article 6.6 of these General Terms and Conditions). If Vattenfall invoices in advance based on instalment amounts or by way of prepayment, settlement will take place at least once per year based on actual or estimated consumption during that year. In the annual settlement (*jaarafrekening*) or the final settlement (*eindafrekening*), any amounts overpaid by the End Customer in that year will be refunded to the End Customer and any amounts still due for that year will be charged to the End Customer.
- 9.3.** If Vattenfall and the End Customer have agreed, in the Supply Agreement, on a bandwidth regarding possible deviations in offtake of the Contract Volume, this bandwidth settlement will in principle also take place in the annual invoice or final settlement as referred to in Article 9.2 of these General Terms and Conditions, or at another agreed time. This does not affect Vattenfall's right to charge the bandwidth settlement at a later time if the actual offtake of electricity by the End Customer changes or is definitively established at a later time, for example because meter readings are only established later or communicated later via messaging traffic, due to delays in the process of allocation and reconciliation of consumption data at the Allocation Point, or due to the circumstances described in Article 6.4 of these General Terms and Conditions.
- 9.4.** If Vattenfall is imposed an additional assessment, for example by the Tax Authority, regarding the taxes, surcharges and/or levies referred to in Article 8.4 of these General Terms and Conditions, Vattenfall is at all times entitled to charge this additional assessment, including applicable interest, to the End Customer, who is obliged to pay this additional assessment to Vattenfall. Vattenfall reserves the right to increase this additional assessment by the costs incurred by Vattenfall in relation to this additional assessment if the additional assessment results from (a) incorrect, incomplete or late provision of information by the End Customer, (b) a change in data provided by the End Customer without timely notification, or (c) any act or omission by the End Customer in violation of legal obligations, the Supply Agreement or these General Terms and Conditions.

- 9.5.** Vattenfall facilitates requests from the End Customer regarding reduction or refund of energy tax (including cumulation requests) subject to the limitation period used by the Tax Authority and taking into account the reduction of previously granted tax credits to the End Customer.
- 9.6.** An invoice must be paid by the End Customer within fourteen (14) days of the date of the invoice (invoice date) to a bank account indicated by Vattenfall.
- 9.7.** The End Customer is not entitled to suspend (*opschorten*) its payment obligations arising from or in connection with the Supply Agreement for any reason.
- 9.8.** If the End Customer has not paid, not fully paid and/or not paid on time, it is automatically in default. In that case the End Customer owes statutory commercial interest (in accordance with Article 6:119a of the Dutch Civil Code) on the outstanding amount, calculated from the due date until the day of full payment, without prejudice to Vattenfall's right to compensation for judicial and/or extrajudicial collection costs. The amounts referred to in this paragraph (including interest and costs) are immediately due and payable. The time of payment is the time at which the full amount due has been irrevocably credited to Vattenfall's account.
- 9.9.** Vattenfall is at all times entitled to conduct (or have conducted) an investigation into the creditworthiness and payment behaviour of the End Customer.
- 9.10.** If the End Customer's creditworthiness and/or payment behaviour gives cause, Vattenfall is at all times entitled to require a deposit or other additional security (such as a bank guarantee) from the End Customer. Vattenfall will reasonably determine the form of additional security and the amount of the deposit or additional security, the period to which it relates, the timing and way it must be provided. In the event of changes in the End Customer's creditworthiness or other circumstances, Vattenfall is entitled to require an increase of the deposit and/or (new) additional security. At the end of the term of the Supply Agreement, the deposit paid by the End Customer will be refunded to the End Customer, whereby Vattenfall is entitled to set off the deposit against any amounts then still outstanding from the End Customer to Vattenfall on any account whatsoever.
- 9.11.** The End Customer waives any right to set-off (*verrekenen*) of amounts owed reciprocally.

Micro-enterprise

- 9.12.** In deviation from Article 9.10 of these General Terms and Conditions, for a Micro-enterprise: (a) Vattenfall may require a deposit only prior to or at the time of entering into the Supply Agreement, which must be reasonable and appropriate; (b) the deposit may be a maximum of one third of the total amount of the expected annual settlement; and (c) Vattenfall is not entitled to require other forms of additional security or an increase of the deposit during the term of the Supply Agreement.

- 9.13.** Articles 9.7, 9.8 and 9.11 of these General Terms and Conditions do not apply to a Micro-enterprise.
- 9.14.** If a Micro-enterprise owes statutory commercial interest to Vattenfall in accordance with Article 6:119a of the Dutch Civil Code, Vattenfall is entitled to charge extrajudicial collection costs in accordance with Laws and Regulations to the relevant Micro-enterprise.

10. Force majeure

- 10.1.** The Parties are entitled to invoke Force Majeure (*overmacht*) if performance of the Supply Agreement is wholly or partially, whether or not temporarily, prevented by circumstances not attributable to fault, nor for which, under law, legal act or generally accepted views, one of the Parties is responsible. Such circumstances include at least international conflicts, violent and/or armed actions, measures by any domestic or foreign government or supervisory authority, boycott actions, accidents or an event whereby the transport of electricity could not take place freely and undisturbed, outage of the transport network, loss of voltage in the Electricity Network and malfunctioning of the Electricity Network, or any failure by the System Operator(s) to meet their obligations to the End Customer and/or Vattenfall.
- 10.2.** The Party wishing to invoke Force Majeure must promptly notify the other Party in writing of the occurrence and cause(s) of the (Force Majeure) situation.
- 10.3.** In the event of Force Majeure on the part of a Party, after notifying the other Party in accordance with Article 10.2 of these General Terms and Conditions, its obligations under the Supply Agreement are suspended. If the Force Majeure lasts longer than three (3) weeks, both Vattenfall and the End Customer are authorised to dissolve (*ontbinden*) the Supply Agreement for the non-executable part by means of a written declaration. The Parties will then consult with each other regarding a possible adjustment of the Supply Agreement that approximates as much as possible the original content and intent of the Supply Agreement. Notwithstanding the foregoing in this paragraph, the End Customer is only entitled to (partial) dissolution of the Supply Agreement after payment to Vattenfall of all amounts owed to Vattenfall at the time of (partial) dissolution for the performance rendered up to that moment, regardless of whether these amounts are due.

Micro-enterprise

- 10.4.** The second sentence and thereafter of Article 10.1 of these General Terms and Conditions do not apply if the Supply Agreement has been entered into with a Micro-enterprise. In that case, the existence of Force Majeure is determined in accordance with Article 6:75 of the Dutch Civil Code.

11. Liability

- 11.1. Vattenfall's obligation to Supply consists (only) of making available (or having made available) the Contract Volume on the Electricity Network.
- 11.2. In no event is Vattenfall liable for any failure to perform its obligations towards the End Customer other than with respect to its obligation to Supply.
- 11.3. With respect to breaches of its obligation to Supply, Vattenfall and any third party it engages are only liable insofar as such breaches are attributable to its fault. Any liability of Vattenfall for Consequential and/or Business Loss is at all times excluded.
- 11.4. Any claim by the End Customer for damages must be submitted in writing to Vattenfall within fifteen (15) working days after the date on which the loss occurred or within fifteen (15) working days after the date on which the loss could reasonably have been ascertained. If the End Customer does not submit a claim within this period and Vattenfall is thereby not timely given the opportunity to inspect and/or limit the loss, Vattenfall reserves the right not to process the claim further.
- 11.5. In all cases where Vattenfall is obliged to pay damages, the amount involved per event and per year is limited to a maximum of the (final) total amount Vattenfall invoices/has invoiced to the End Customer, excluding taxes, levies and costs of the System Operator, for the month in which the loss occurred.
- 11.6. The provisions of Articles 11.2, 11.3 and 11.5 of these General Terms and Conditions do not apply in the event of intent (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) on the part of Vattenfall.

Micro-enterprise

- 11.7. For a Micro-enterprise, Articles 11.2, 11.3, 11.4 and 11.5 of these General Terms and Conditions do not apply.
- 11.8. If Vattenfall fails to comply with the Supply Agreement and, under Laws and Regulations, is liable for the loss suffered by the Micro-enterprise, Vattenfall will compensate this loss in accordance with Laws and Regulations and the provisions of this Article. The provision in Article 11.10 does not apply in the event of intent (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) on the part of Vattenfall.
- 11.9. The Micro-enterprise must report the loss suffered as soon as possible, but no later than one (1) year after the Micro-enterprise has reasonably become aware of this loss, in writing to Vattenfall. Vattenfall is not obliged to compensate additional loss resulting from delayed notification that could reasonably have been prevented or limited if the notification had been made on time by the Micro-enterprise.
- 11.10. If Vattenfall is obliged to compensate loss to a Micro-enterprise, the maximum compensation is the highest of:
 - a. the amount actually paid in connection with the relevant claim by Vattenfall's liability insurer;
 - b. an amount equal to the price for Supply the End Customer owed to Vattenfall over the three (3) months preceding the incident causing the loss. If less than three (3) months have elapsed between the start of Supply and the

incident causing the loss, the amount owed during this period will be extrapolated *pro rata temporis* to a period of three (3) months for the purpose of this subparagraph (b); or

- c. an amount equal to EUR 100,000,-.

12. Dissolution and suspension

- 12.1. If the End Customer does not, not timely or not properly fulfil its obligations, Vattenfall is entitled, after prior notice of default in which a reasonable period is granted to still comply, to suspend (*opschorten*) one or more of its obligations under the Supply Agreement or to dissolve (*ontbinden*) the Supply Agreement in whole or in part by written declaration without prior notice of default, without being obliged to compensate any loss resulting from the suspension or dissolution of the Supply Agreement.
- 12.2. Vattenfall is entitled to suspend (*opschorten*) performance under the Supply Agreement or to dissolve (*ontbinden*) the Supply Agreement in whole or in part (*geheel of gedeeltelijk*) by written declaration without prior notice of default if:
 - a. the End Customer is declared bankrupt, applies for (provisional) suspension of payments, if the Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to it, as well as if the End Customer's assets are wholly or partially seized;
 - b. the End Customer proceeds to liquidate or discontinue its business;
 - c. the End Customer no longer has a Connection to the System (including the situation where Vattenfall supplies the End Customer at a Secondary Allocation Point, but the Primary Allocation Point is disconnected, has lapsed or otherwise cannot be used by Vattenfall to perform Supply) or if the Connection and Transport Agreement is not or not fully established or if it is wholly or partially nullified (*vernietigd*) or dissolved (*ontbonden*), or is otherwise terminated for any other reason whatsoever;
 - d. the End Customer performs or has performed acts or has such acts performed whereby the quantity of Supply cannot be determined or cannot be determined correctly, including failure to comply or insufficient compliance with the obligations under Article 6 of these General Terms and Conditions;
 - e. the requirements set by Vattenfall to the End Customer in the context of entering into the Supply Agreement are not accepted or complied with;
 - f. the End Customer fails to provide timely adequate security in accordance with Article 9.10 or 9.12 of these General Terms and Conditions;
 - g. the End Customer does not, not timely or not properly comply with providing the Balancing Data or the Data as referred to in Articles 7.2 and 13 of these General Terms and Conditions;

- h. the End Customer does not identify itself or does not satisfactorily identify itself to Vattenfall in a manner indicated by Vattenfall and/or does not provide the other required data needed for performance of the Supply Agreement, or provides them insufficiently;
- i. the End Customer is in default in payment of a due and payable claim of Vattenfall; or
- j. it is plausible that one or more provisions or requirements from the Supply Agreement or Laws and Regulations have not been or will not be complied with by the End Customer and the exercise by Vattenfall of the power to dissolve on those grounds is justified.

12.3. The use of Vattenfall's right to suspend (*opschorten*) and/or dissolve (*ontbinden*) the Supply Agreement is always at Vattenfall's sole discretion, without being obliged to compensate any loss resulting from such suspension (*opschorting*) and/or dissolution (*ontbinding*) of the Supply Agreement and always without prejudice to all rights accruing to Vattenfall, including the right (i) to payment of all amounts owed by the End Customer to Vattenfall, which will then be immediately due and payable, and (ii) compensation for all costs, (consequential) loss and interest.

12.4. If Vattenfall makes use of its right to suspend (*opschorten*) and/or dissolve (*ontbinden*) as referred to in this Article 12 or 10.3 of these General Terms and Conditions, Vattenfall is also entitled to terminate (*beëindigen*) the Balancing Responsibility insofar as this does not occur automatically and to stop the supply of electricity to the End Customer. Vattenfall will notify the End Customer upon stopping Supply whether there is suspension (*opschorting*) or dissolution (*ontbinding*) of the Supply Agreement.

Small Connection

12.5. In addition to Article 12(2)(i) of these General Terms and Conditions, with respect to an End Customer with a Small Connection, if and insofar as the relevant Supply Agreement does not fall under the exemption from the licensing requirement as referred to in Article 2.17(2)(c) of the Energy Act and thus does not constitute a Multi-site, Vattenfall will only proceed to dissolution (*ontbinding*) or suspension (*opschorten*) of the Supply Agreement if the relevant requirements from Laws and Regulations in the context of preventing termination of supply (*voorkomen beëindiging levering*) have been met. If the relevant Supply Agreement includes both Small Connections and Large Connections, this Article 12 nevertheless continues to apply unabated to the Large Connection(s) and related obligations. In such case, Vattenfall is fully entitled, in accordance with this Article 12, to stop Supply with respect to the Large Connection and/or to partially dissolve (*ontbinden*) the Supply Agreement for the part relating to the Large Connection, it being understood that this leaves unaffected the performance of the Supply Agreement with respect to the Small Connection.

Micro-enterprise

12.6. Articles 12.1 and 12.4 of these General Terms and Conditions do not apply to a Micro-enterprise.

12.7. The use of its right to suspend (*opschorten*) and/or dissolve (*ontbinden*) the Supply Agreement is always at Vattenfall's sole discretion and always without prejudice to all rights accruing to Vattenfall, including the right to payment of all amounts owed by the Micro-enterprise to Vattenfall, which will then be immediately due and payable, including any statutory commercial interest due in accordance with Article 6:119a of the Dutch Civil Code and extrajudicial collection costs in accordance with Laws and Regulations. In addition, upon dissolution (*ontbinding*) by Vattenfall of the fixed-term Supply Agreement, the Micro-enterprise owes the Termination Fee.

13. Duty to provide information

13.1. The End Customer is obliged to provide Vattenfall with the necessary cooperation in performing the provisions of the Supply Agreement and monitoring compliance therewith, in particular by:

- a. timely and fully providing all information, including but not limited to the Data, required to perform the Supply Agreement;
- b. notifying Vattenfall as soon as possible in writing of all data, incidents and changes in circumstances that may be relevant to the performance of the Supply Agreement, such as loss, defects or irregularities observed or suspected by the End Customer with respect to the part of the Connection present on the End Customer's premises, including the Metering Device, including breaking of the seal, or if the qualification of the End Customer's business changes during the term of the Supply Agreement to a Micro-enterprise as referred to in the Energy Act;
- c. notifying Vattenfall in writing at least four (4) weeks in advance of any intended changes to bank account number and invoice address;
- d. notifying Vattenfall in writing at least four (4) weeks in advance of any expected change in the quantity of electricity to be taken per year, any intended replacement and/or adjustment of the End Customer's Connection, any intended participation in black start services (*noodvermogen*), restoration reserve (*regelvermogen*), congestion or other congestion management or aggregation services, as well as changes to the throughput value of a Connection from a Small Connection to a Large Connection or vice versa, and the merging of multiple Small Connections into one or more Large Connections. In the event of an actual change in the quantity of electricity to be taken per year, replacement and/or adjustment of the Connection, Vattenfall is entitled to revise the prices and fees agreed with the End Customer.

- 13.2.** The End Customer is obliged to inform Vattenfall in writing and by registered mail at least four (4) weeks in advance of an intended move, changed address details, any discontinuation of its business activities, (trade) name changes, a business takeover, a (legal) merger, a (de-)merger or sale of a business unit and/or any other significant change in the corporate structure and/or management of the End Customer.
- 13.3.** The circumstances described in Articles 13.2 and 13.1(d) of these General Terms and Conditions do not affect the operation or existence of the Supply Agreement, without prejudice to the provision in Article 20.1 of these General Terms and Conditions. Unless the Supply Agreement is validly terminated (*opgezegd*) in accordance with these General Terms and Conditions or the Supply Agreement, it remains in full force regardless of the existence of the above circumstances. In the cases and circumstances described, the End Customer may request Vattenfall to adjust the Supply Agreement to the changed circumstances. Vattenfall may attach conditions to this cooperation and is entitled to adjust the Supply Agreement in that case. If the End Customer accepts the conditions and/or proposed changes to the Supply Agreement, the Parties will amend the Supply Agreement by means of an addendum. If no addendum is concluded, the original agreements remain in full force. If the End Customer unilaterally implements changes on its side without Vattenfall's consent, this qualifies as an attributable failure (*toerekenbare tekortkoming*) to perform the Supply Agreement and Vattenfall is entitled to claim from the End Customer compensation for all damage and costs arising therefrom.
- 13.4.** The End Customer is responsible for ensuring that Vattenfall has, on the effective date of the Supply Agreement, the correct information (including the Data) for proper performance of the Supply Agreement. If Vattenfall does not (i) have the correct information (including the Data) of the End Customer on the effective date of the Supply Agreement, or (ii) if this information or the Data have changed thereafter, does not have the correct changed information (including the Data) at least four (4) weeks before the Supply start date (or on such other date as agreed between Vattenfall and the End Customer), Vattenfall is not liable for any failure to perform the Supply Agreement insofar as this results from not having or not having timely such data, and all reasonable costs Vattenfall incurs or must incur as a result are borne by the End Customer. If changes occur between the effective date of the Supply Agreement and the Supply start date in the information (including the Data) provided to Vattenfall, the End Customer is obliged to notify Vattenfall of these changes without delay in accordance with this Article 13, but in any event four (4) weeks before the Supply start date.

Micro-enterprise

- 13.5.** Article 13.3 of these General Terms and Conditions does not apply to a Micro-enterprise.

- 13.6.** The last sentence of Article 13.1(d) of these General Terms and Conditions does not apply to a Micro-enterprise.

14. Change of supplier

- 14.1.** If (i) the End Customer has terminated (*opgezegd*) the Supply Agreement in order to procure electricity from a third party and (ii) on the date the Supply Agreement ends no supply agreement has yet been concluded with another party, nor has a notification been received from the System Operator that the End Customer has actually switched supplier ("switch report"), Vattenfall will continue to supply the End Customer for a period of one (1) month after the date on which the Supply Agreement ends. Electricity supplied for the benefit of the End Customer after the date on which the Supply Agreement ends will be charged to the End Customer, increased by the extra costs incurred by Vattenfall due to that supply. If no switch message has been received by the last day of the one (1) month period, the Supply Agreement is deemed, with the End Customer's consent, to have been renewed as referred to in Article 3.4 of these General Terms and Conditions.
- 14.2.** If the End Customer switches to a supplier other than Vattenfall without having validly terminated (*opgezegd*) the Supply Agreement and if the End Customer, after being given notice of default (*ingebrekestelling*) of such breach, fails to switch back to Vattenfall within fourteen (14) days, the End Customer will owe Vattenfall an immediately payable penalty (*boete*). This penalty (*boete*) is calculated according to the formula:

$$\text{Penalty} = (\text{remaining months} / 12) * \text{Contract Volume} * \text{Price per kWh}$$

Whereby:

- remaining months: the number of months remaining in the term of the Supply Agreement, with a maximum of three (3) months;
- Contract Volume: the quantity of electricity contracted by the End Customer in the relevant Supply Year; and
- Price per kWh: the agreed price per kWh (also known as the Contract Price) in euros, as stated in the Supply Agreement or fixed on the basis of the Supply Agreement.

The penalty (*boete*) is charged to the End Customer without prejudice to Vattenfall's right to demand that the End Customer still performs the Supply Agreement and without prejudice to Vattenfall's right to claim damages to the extent these exceed the aforementioned penalty (*boete*).

- 14.3.** An additional amount of one hundred euros per Connection will be charged as administration costs with the penalty (*boete*).

Micro-enterprise

- 14.4.** In deviation from Article 14.1 of these General Terms and Conditions, for a Micro-enterprise, if (i) the Micro-enterprise has terminated (*opgezegd*) the Supply Agreement in order to procure electricity from a third party or the Supply Agreement ends by operation of law (if agreed in the Supply Agreement) and (ii) on the date the Supply Agreement ends no supply agreement has yet been concluded with another party, nor has a notification been received from the System Operator that the End Customer has actually switched supplier ("switch message"), the Supply Agreement will, in accordance with Article 3.14 of these General Terms and Conditions, continue for an indefinite term (*onbepaalde duur*).
- 14.5.** The contractual penalty (*boete*) with the option for damages as set out in Article 14.2 of these General Terms and Conditions does not apply to a Micro-enterprise. If a Micro-enterprise switches (*overstappen*) for one or more Connections to another supplier during the term of a fixed-term Supply Agreement, or terminates (*opzeggen*) the fixed-term Supply Agreement early (whether in whole or in part), Vattenfall is entitled to charge the Micro-enterprise the Termination Fee for Supply, all in accordance with Laws and Regulations.

The Termination Fee for Supply is calculated according to the following formula:

*Termination Fee = (agreed price per kWh – Reference Product offer price) * remaining quantity.*

Whereby:

- the agreed price per kWh: the price in euros per kWh, exclusive of government levies and taxes, as agreed between the End Customer and Vattenfall and as stated in the Supply Agreement or fixed on the basis of the Supply Agreement;
- the Reference Product offer price: the price in euros per kWh, exclusive of government levies and taxes, of the Reference Product and of which the Supply Agreement or Vattenfall's client-specific webpage indicates the current location; and
- the remaining quantity: the contracted quantity of electricity in kWh that the End Customer would receive from Vattenfall during the remaining term of the Supply Agreement if no termination or switch took place. If the Supply Agreement is a dynamic (click) product, the remaining quantity, in deviation from the foregoing, is calculated as the sum of all volumes of electricity for which the End Customer has fixed the price (fixed or otherwise set) and which have not yet been taken on the date the Supply Agreement ends prematurely.

If the Micro-enterprise believes there is such a special circumstance that charging the

determined Termination Fee for Supply would be disproportionate, Vattenfall will, after receiving sufficient evidence for this, determine a lower Termination Fee for Supply.

If the Micro-enterprise partially terminates (*opzeggen*) the fixed-term Supply Agreement or partially switches to another supplier (for example for part but not all of the Connections), the Termination Fee for Supply is calculated only on the portion of the Supply Agreement that is terminated early.

- 14.6.** If an Active Customer that is also a Micro-enterprise has placed its Feed-in under the Supply Agreement or a Feed-in Agreement (insofar as this forms part of a Supply Agreement) with Vattenfall for a fixed term and during that term places that Feed-in with a third party or otherwise switches (*overstappen*), Vattenfall is entitled to charge the Active Customer the Termination Fee for Feed-in, all in accordance with Laws and Regulations.

15. Unforeseen circumstances

- 15.1.** In the event of unforeseen circumstances (*onvoorziene omstandigheden*), including but not limited to a change in Laws and Regulations as well as price developments in the raw materials market, whereby maintaining the Supply Agreement unchanged in its current form is no longer permitted or, by standards of reasonableness and fairness, can no longer be demanded of one or both Parties, the Parties will consult with each other regarding an adjustment of the Supply Agreement in order to align it, if possible, with the changed circumstances.

16 Change in laws and regulations

- 16.1.** Upon any enactment or modification of Laws and Regulations, Vattenfall is entitled to make any adjustment to these General Terms and Conditions in order to bring them in line with the amended rules.

17. Privacy

- 17.1.** When applying for a service or product, Vattenfall requests the End Customer to provide business data to Vattenfall. This data is used within the Vattenfall group for acceptance of the application, performance of the Supply Agreement, relationship management and for marketing purposes. Vattenfall may also use this data to inform the End Customer about products and services relevant to the End Customer. If the End Customer does not wish to receive information about products and services, the End Customer may notify this in writing to Vattenfall Sales Nederland N.V., P.O. Box 41920, 1009 DC Amsterdam.
- 17.2.** The End Customer's business data may also include personal data. Vattenfall processes these personal data with the utmost care and adequate security. When and why Vattenfall requests personal data and how Vattenfall handles these personal data can be found at www.vattenfall.nl/grootzakelijk/privacy/. This also contains information about the

End Customer's rights as a data subject, such as the right to object to processing of their personal data for which Vattenfall has a legitimate interest and processing for direct marketing, including profiling related to direct marketing.

- 17.3.** To comply with the rules in the Codes regarding communication between market parties (System Operators, Metering Responsible Parties and suppliers) and for the drafting and performance of the Supply Agreement, Vattenfall shares business data, including information about the End Customer's Connection and contract data, with the central databases used in the energy market such as the Connections Register and the Contracts Register. Vattenfall reserves the right to record/have recorded this data concerning the End Customer in these central databases during the term of the Supply Agreement.
- 17.4.** For drafting and performing a Supply Agreement, the End Customer has given Vattenfall permission to consult the Connections Register to request consumption, technical and any other data from the System Operator for the Connection(s) included in the Supply Agreement.

18. Confidentiality

- 18.1.** The Parties will use its reasonable efforts to ensure that information which reaches them in the context of this Supply Agreement and which they know or ought to know is confidential is not disclosed to third parties, other than after written permission from the other Party. The Parties will in particular not distribute the information referred to in this article more widely within their organisation than is necessary for proper performance of the Supply Agreement. The Parties will also impose the confidentiality obligation described in this article on third parties they engage in the performance of this Supply Agreement.
- 18.2.** This provision does not apply insofar as one or both Parties are obliged, under Laws or Regulations or at the request or order of any competent authority, to make such information available to a third party, nor with regard to information that was already lawfully known to the Party(ies) at the time it was made available from other sources.

19 Waiver of rights

- 19.1.** If one Party or both Parties do not require performance of one or more provisions of this Supply Agreement at any time, or do not invoke their rights under this Supply Agreement, this may not be construed as a waiver of the right to do so at a later time, nor will any such omission in any way limit this Supply Agreement or the rights and obligations of the Parties under this Supply Agreement.

20. Transfer of the supply agreement

- 20.1.** The End Customer is only entitled to transfer its rights and obligations arising from the Supply Agreement to a third party after prior written approval from Vattenfall.

- 20.2.** Vattenfall is entitled to transfer the Supply Agreement or all rights and obligations under this Supply Agreement in whole or in part, to encumber it with limited rights in favour of a third party or to have it taken over by a third party by way of contract transfer (ex Article 6:159 of the Dutch Civil Code). The End Customer irrevocably and unconditionally agrees to such transfer, encumbrance or contract transfer and will irrevocably and unconditionally cooperate therewith. The Parties hereby agree that any transfer of control over Vattenfall or its parent company, its assets, or the assets of its parent company does not give the End Customer the right to terminate the Supply Agreement.
- 20.3.** The Supply Agreement remains in force if the legal form of one or both Parties changes.

Small Connection

- 20.4.** In addition to Article 20.2 of these General Terms and Conditions, Vattenfall is, under the Energy Act, entitled to transfer the Supply Agreement with an End Customer with a Small Connection, not being a Multi-site, in the event of revocation of Vattenfall's licence to supply electricity or in the event of Vattenfall's bankruptcy. In such case the End Customer is not entitled to terminate (*opzeggen*) the Supply Agreement until the moment:
- the Supply Agreement has been transferred to another holder of a licence to supply electricity; or
 - the Supply Agreement ends by operation of law and emergency supply commences.

By entering into the Supply Agreement, the End Customer hereby grants prior consent for this transfer as referred to in this article. If such a transfer takes place, Vattenfall will inform the End Customer thereof as soon as possible. The agreements made between the Parties remain in full force, but apply from the moment of transfer between the End Customer and the third party to whom the Supply Agreement has been transferred.

Micro-enterprise

- 20.5.** In deviation from Article 20.2 and without prejudice to the provisions in Article 20.4 of these General Terms and Conditions, Vattenfall is entitled to transfer the Supply Agreement with a Micro-enterprise in the following three (3) cases:
- If Vattenfall transfers the Supply Agreement and remains liable for full performance by the transferee;
 - If the contract transfer takes place in connection with the transfer of the enterprise, which includes both obligations and rights; or
 - If Vattenfall informs the Micro-enterprise in writing one (1) month prior to the transfer and whereby the Micro-enterprise obtains the right to terminate (*beëindigen*) the Supply Agreement.

21. Applicable law and disputes

- 21.1.** Dutch law applies to the Supply Agreement and these General Terms and Conditions.
- 21.2.** If a dispute arises between the Parties, the Parties will do everything possible to settle that dispute out of court.
- 21.3.** If the End Customer has a question or complaint about the formation or performance of the Supply Agreement, the End Customer must first submit it to Vattenfall. The quality criteria (which form part of the Supply Agreement or are otherwise communicated to the End Customer) describe how the End Customer must submit a question or complaint and the period within which Vattenfall will respond to such question or complaint.
- 21.4.** Disputes that are not settled out of court, or that are submitted to the court in accordance with the previous paragraph, will be submitted to the District Court of Amsterdam, which will have exclusive jurisdiction.

Micro-enterprise

- 21.5.** A dispute about the formation or performance of the Supply Agreement may be submitted by both the Micro-enterprise and Vattenfall to a competent court in the Netherlands.

Small Connection

- 21.6.** If a complaint is not resolved to the satisfaction of either Party, the remaining dispute may be submitted by an End Customer with a Small Connection, not being part of a Multi-site, and by Vattenfall to the Dispute Committee Submission to the Dispute Committee is possible if:
 - a. the End Customer and Vattenfall have not reached a solution within eight (8) weeks after the complaint;
 - b. the financial interest of the dispute is a maximum of EUR 50,000; and
 - c. the complaint is submitted in writing no later than twelve (12) months after the dispute arose and in accordance with the procedural rules of the Dispute Committee.

The decision of the Dispute Committee is a binding advice. A fee is due for handling a dispute at the Dispute Committee by the party bringing the dispute. If an End Customer chooses to submit a dispute to the Dispute Committee and all requirements of the procedural rules of the Dispute Committee are met, Vattenfall is bound by this choice.

22. Final provisions

- 22.1.** Vattenfall is entitled to unilaterally amend these General Terms and Conditions. Amendments will be timely communicated by Vattenfall to the End Customer and will take effect one (1) month after the date of announcement, unless a different date is stated in the announcement. The amended General Terms and Conditions thus apply to all existing Supply Agreements with the End Customer.
- 22.2.** These General Terms and Conditions are available for inspection at Vattenfall and are available there free of charge upon request. These General Terms and Conditions can also be consulted at www.vattenfall.nl/grootzakelijk/.

Micro-enterprise

- 22.3.** In deviation from Article 22.1 of these General Terms and Conditions, Vattenfall is only entitled to amend these General Terms and Conditions for a Supply Agreement for an indefinite term (*onbepaalde duur*) with a Micro-enterprise if:
 - a. the amendment is reasonably deemed necessary by Vattenfall on the basis of technological or other developments in the energy market or in the energy sector, provided that such an amendment may take place at most once every twelve (12) months; or
 - b. the amendment is necessary due to a court judgment or a decision of a supervisory authority.