

## Vattenfall's General Terms and Conditions for the Supply of Gas to the Business Market, 8 October 2019

### Article 1 Definitions

The terms capitalised in the Supply Agreement, these General Terms and Conditions and the Product Terms and Conditions are defined terms and shall be defined in the same way as in the Code of Definitions and the Gas Act, unless deviated from in these General Terms and Conditions, the Product Terms and Conditions or the Supply Agreement. Terms that are used in the singular form shall also be understood to refer to plural forms, and vice versa. The following terms are used with the following meanings in these General Terms and Conditions:

**Connection and Transmission Agreement:** the agreement the Customer must sign with the Grid Operator regarding the Connection to the Gas transport network (grid) and transmission of Gas.

**ACM:** the Netherlands Authority for Consumers and Markets, the independent supervisory body which, among other things, maintains supervision of the energy market in order to create a level playing field with companies that observe the rules and well-informed household customers who defend their rights.

**Customer:** the natural person working in a liberal profession, sole trader, partnership, legal entity, foundation, association, denomination or government body with whom Vattenfall has concluded a Supply Agreement.

**General Terms and Conditions:** the present General Terms and Conditions for the Supply of Gas to the Business Market.

**Code of Definitions (Begrippencode elektriciteit):** the glossary dated 21 April 2016, as amended from time to time, as described in Articles 12a and b plus article 22 of the Gas Act (available for consultation at [www.overheid.nl](http://www.overheid.nl)).

**C-AR:** the Central Connections Register, the central register for collective grid operators, in which each grid operator manages their register for their own grid, which includes the details for each (scheduled) Connection such as the category of the Connection, the way in which the Connection will be measured, the standard annual consumption and the allocation method.

**CER:** the Contract Data Register, in which Customers' contract data are stored.

**Codes:** the Measurement Code Gas RNB, Allocation Code Gas (Allocatiecode Gas) and Information Code, which form part of the technical terms and conditions as established by the ACM in line with the Gas Act.

**Contract Price:** the Contract Price as defined in the Supply Agreement.

**Contract Volume:** the contracted amount of gas per contract period.

**EAN Code:** a unique identification number pursuant to European Article Numbering, consisting of 18 digits allocated per Connection.

**Gas Act:** the law of 22 juni 2000, including rules relating to the generation, transmission and supply of gas, as amended from time to time.

**Recognised Meter Operator (erkende meetverantwoordelijke):** the meter operator recognised and authorised to install the Measurement Device and take the Meter Readings of Large Scale Connections under the Measurement Code Gas RNB.

**Authorised Representative:** the natural person working in a liberal profession, sole trader, partnership, legal entity, foundation, association, denomination or government body who is entitled, using a legally valid power of attorney signed by the Customer, to undertake (legal) actions as further described in this Supply Agreement on behalf of the Customer in question.

**GOS:** the Gas receiving station (Gasontvangstation) on which the Gas is made available for the Customer out of the Gas transport network. The location of the GOS is decisive in determining partially the price (Exit- en connectiekosten) for the National Transmission Services.

**GOS-EANcode:** a unique identification number that is assigned to a GOS.

**Large Scale Connection:** a Connection with a total maximum capacity greater than 40m<sup>3</sup>(n) per hour.

**Indirect damage, Consequential loss and/or Loss of income:** damage that is not a direct consequence of action(s) that can be attributed to Vattenfall. This shall include, but is not limited to, the following: loss of profits, loss of interest, crop damage, loss of turnover and loss of third-party orders.

**Information Flow:** information that the Customer should provide to Vattenfall relating to the Supply of gas and as part of the Programme Responsibility taken over, or to be taken over, by Vattenfall. In each case, this Information Flow includes, but is not limited to, the following: (I) all relevant data relating to all planned and unplanned interruptions to standard company operations and (II) all information relating to outages and (III) EAN Codes from the Customer's Connection(s), consumption data and any changes in consumption patterns. The Information Flow contains the data known, or which ought to have been known, to the Customer.

**Small-scale Consumer:** Customers who have a Connection to the Gas Transport Network with a total maximum capacity not exceeding the 40m<sup>3</sup>(n) per hour as set out under Article 43(1) of the Gas Act.

**Small Scale Connection:** a Connection with a total maximum capacity not exceeding the 40m<sup>3</sup>(n) per hour as set out under Article 43(1) of the Gas Act.

**National Gas Grid Operator:** Gasunie Transport Services B.V. (GTS), or its legal successor.

**Supply:** the amount of gas made available by the Supplier at the Point of Supply as agreed with the Customer.

**Supply Agreement:** the agreement for Supply between Vattenfall and the Customer, including the Annexes in which the conditions, including these General Terms and Conditions and the Product Terms and Conditions, and provisions are established under which the Supplies set out in this Supply Agreement must be delivered, services must be provided and in which the rights and obligations of the Parties are established.

**Point of Supply (Leveringspunt):** the Transfer Location (overdrachtpunt) as defined in the Code of definitions.

**m<sup>3</sup>(n):** the volume of natural gas that contains under "normal conditions" 1 (one) cubic metre. "Normal conditions" are a temperature of 273,15 Kelvin (0 degrees Celsius) and an absolute pressure of 101.325 kilopascal (1.01325 bar)

**m<sup>3</sup>(n;35,17):** a Nm<sup>3</sup> gas with a calorific value of 35,17 Megajoule.

**Measurement Device (Meetinrichting):** the equipment as a whole that is intended to measure the gas exchanged.

**Measurement Code Gas RNB:** the measurement code Gas RNB established by the ACM, dated 21 April 2016, as described in Article 12b of the Gas Act (available for consultation at [www.overheid.nl](http://www.overheid.nl)) and as amended from time to time.

**Transfer Location (Overdrachtpunt):** the physical location where a separation can be made between the Connection of two interconnected grids or between a grid's connection and a connected party's installation.

**Non-Profile Customer:** a Customer that has a Measuring Device which complies with the requirements laid down in the Measurement Code Gas RNB for customers that have an hourly measurement.

**Profile Customer:** a Customer that has a Measuring Device which complies with the requirements laid down in the Measurement Code Gas RNB for customers that do not have an hourly measurement

**Force Majeure:** non-attributable failure to perform as stated in Article 10.

**Party (Parties):** the Customer and Vattenfall are separately a Party; they are jointly referred to as the Parties.

**Product Terms and Conditions:** the product-specific terms and conditions agreed between the Customer and Vattenfall in the Supply Agreement and those as explicitly stated in and annexed to the Supply Agreement.

**Programme Responsibility:** the responsibility of Customers, not being a Small-scale Consumer, to establish or have established programmes as stated in Article 17b (1 and 2) of the Gas Act.

**Programme Responsible Party:** a natural person, legal entity or company, not being a grid operator, which is responsible for the Programme Responsibility and is recognised by the National Gas Grid Operator as being the programme responsible party.

**Regional Gas Grid Operator:** manager of the regional gas transport network (local distribution network, regionaal gastransportnet).

**Vattenfall:** the company (belonging to the Vattenfall Group) named in the Supply Agreement which enters into the aforementioned agreement with the Customer.

### Article 2 Scope

1. Unless explicitly stated otherwise, these General Terms and Conditions apply to all offers (tenders) by and all orders to Vattenfall for the sale and Supply of gas by Vattenfall as well as any associated services, and to all agreements with Vattenfall related thereto.

2. The applicability of Customer's (general) terms and conditions is hereby explicitly rejected.

3. Any objections by the Customer to any terms that vary from these General Terms and Conditions may only be made if and insofar as these are accepted by Vattenfall in writing.

4. Should any provision of these General Terms and Conditions be invalid or is nullified, for whatever reason, the remaining General Terms and Conditions shall remain in force and the Parties shall agree terms to replace the invalid provision while retaining its scope as far as possible.

5. In the event of conflict between the provisions of these General Terms and Conditions and those in the Supply Agreement, the provisions of the Supply Agreement shall prevail.

6. In the event of conflict between the provisions of these General Terms and Conditions and those in the Product Terms and Conditions, the provisions of the Product Terms and Conditions shall prevail.

### Article 3 Offers (tenders) and the Supply Agreement

1. Unless explicitly agreed otherwise and in writing, all offers (tenders) from Vattenfall are binding for the term stated therein. If the tender states a certain date by which it must be signed, this is also the final date on which the offer (tender) is valid or binding.

2. Acceptance of any Vattenfall offer(s) (tenders) by the Customer is irrevocable.

3. Vattenfall shall only be bound by its non-binding/indicative offers (tenders) if it has confirmed these in writing or if it has started the performance described in the relevant tender(s).

4. Verbal commitments or agreements by or with their staff shall not bind Vattenfall until and insofar as such commitments or agreements have been confirmed in writing.

5. Vattenfall shall only be bound to amendments to the Supply Agreement requested by the Customer (in writing) if Vattenfall has accepted these amendments in writing. By way of derogation from Article 3(3), execution of the performance described in the relevant tender(s) shall under no circumstances imply the acceptance of the amendments requested by the Customer.

6. Unless explicitly stated otherwise in writing, these General Terms and Conditions shall apply in full to amendments to offers (tenders) or the Supply Agreement accepted by Vattenfall in writing.

### Article 4 Supply and consumption

1. During the entire term of the Supply Agreement, the Customer undertakes to draw the Contract Volume from Vattenfall at the Point of Supply agreed on by Parties, and Vattenfall undertakes to Supply the Customer under the conditions as set out in the Supply Agreement.

2. The Customer shall sign a Connection and Transmission Agreement as mentioned in Article 5 with the Grid Operator in order to be able to draw the Contract Volume from the Gas Transport Network as stated in Article 4 (1).

3. Vattenfall shall Supply to the Customer the Contract Volume, which is for the Customer's own use. The Customer is not permitted to supply gas to third parties, except insofar as explicitly agreed with Vattenfall in writing in advance.

4. Vattenfall shall Supply gas to the Customer on the first day of a calendar month, unless the Parties agree on another date in writing.

5. If the Supply begins earlier or later than the date indicated in the Supply Agreement for any reason whatsoever, the obligation to Supply as set out in the Supply Agreement shall be considered to start on the date of the actual Supply. The end date as originally agreed in the Supply Agreement shall remain in force and unaffected.

### Article 5 Connection, transmission and system services

1. The Customer shall sign a Connection and Transmission Agreement on its own behalf and at its own risk for its Connections with the appointed Regional Gas Grid Operator.

2. Customer shall ensure that its Measurement Device(s) meets the legal and other applicable requirements and regulations throughout the term of the Supply Agreement.

3. When the Customer has a Small Scale Connection to the Gas Transport Network, Vattenfall shall communicate to the Regional Gas Grid Operator the necessary data for the Connection and Transmission Agreement in line with the applicable Codes. Vattenfall shall also invoice to the Customer the costs for the connection, transmission and meters, which the Customer shall pay to Vattenfall.

4. In the absence of a Connection and Transmission Agreement and/or if such agreement become null and void, is cancelled or is terminated either in whole or in part, this shall in no way lead to the Supply Agreement becoming null and void, cancelled or terminated by the Customer either in whole or in part.

5. Unless otherwise agreed in writing, Vattenfall or an appropriate party within the Vattenfall group shall enter into an agreement (Transmission Service Conditions) with the National Gas Grid operator for the performance of the National Transmission and Services for the Customer by the National Gas Grid Operator. If the Customer assigns the Programme Responsibility to Vattenfall, Vattenfall will be entitled to outsource the Programme Responsibility to a third party of its choosing, namely a Programme Responsible Party. Vattenfall is not liable towards the Customer for the actual performance of National Transmission and Services.

## Article 6 Measurement Device/Determining the scope of Supply

1. The Customer shall ensure that a Measurement Device is installed and maintained at the Point of supply as part of its order and at its own expense, taking into account the provisions stated in these General Terms and Conditions.
2. The Customer shall ensure that the Measurement Device is fitted and that the meter readings are carried out in accordance with the Measurement Code Gas RNB and other regulations applicable to readings.
3. If the Non-Profile Customer is considered at any time to be a Profile Customer according to information from the Regional Gas Grid Operator, the Supply Agreement will be replaced by a supply agreement (with accompanying general terms and conditions) specifically for the Profile Customers, with effect from the date on which the Customer was or will be regarded as such. Any additional costs resulting from this will be payable by the Customer.
4. The Customer shall ensure that a Recognised Meter Operator is appointed for its Measurement Device and readings.
5. Unless otherwise agreed in writing, the amount of gas drawn by the Customer shall be established based on the data obtained using the Measurement Device. Vattenfall shall receive this data from the Grid Operator as set out in the Gas Act and associated regulations. The established meter reading of the amount of gas drawn may be adjusted by Vattenfall due to a correction by or additional data from the Grid Operator and/or the Recognised Meter Operator. The Customer shall be bound to pay to Vattenfall the amounts invoiced to the Customer by Vattenfall arising from said adjustment.
6. Unless otherwise agreed, the Customer shall be deemed to have given Vattenfall their consent to request the necessary data from the responsible Grid Operator. The Customer shall bear all costs related to supplying the data. If Vattenfall receives the data directly from the aforementioned Grid Operator and if and insofar as the Grid Operator in question invoices Vattenfall with costs, Vattenfall shall refer the Grid Operator in question to the Customer. Vattenfall shall under no circumstances be bound to pay any costs invoiced by the Grid Operator.
7. If Vattenfall does not receive the data referred to in the previous paragraphs in good time and/or if an obvious error is made when taking the meter readings or when processing the metering data, Vattenfall shall be entitled to determine the volume of gas drawn by the Customer pursuant to paragraph 11 of this Article. This shall not affect Vattenfall's right to establish (or have established) the volume of gas actually drawn using the reading from the Measurement Device and on this basis, to invoice to the Customer the amount due.
8. Should there be any doubts about the accuracy of the Measurement Device and/or metering data, both the Customer and Vattenfall may ask the Recognised Meter Operator for clarification with regard to the relevant Measurement Device and metering data. If any doubt about the correctness of the Measurement Device's operation and/or the accuracy of the metering data still remain, each Party may request that the Measurement Device be investigated by a different Recognised Meter Operator or expert, to be agreed between the Parties within three weeks. If the Parties cannot reach an agreement within this timeframe, Vattenfall shall be authorised to appoint another Recognised Meter Operator or expert. Vattenfall shall inform the Customer in good time of their engaging the agreed (or appointed by Vattenfall) Recognised Meter Operator or expert as mentioned in the previous sentence, as well as the costs arising therefrom and the day and time on which the investigation is to be carried out. Each Party shall be entitled to be present during the investigation or to be represented during the investigation.
9. The costs of the investigation as mentioned in the previous paragraph shall be borne by the Party who has (mainly) acted improperly, without prejudice to the Party's options to recover such costs from a third party.
10. If an investigation of the Measurement Device referred to in the previous paragraphs proves that the Measurement Device has not operated correctly and that the variance is greater than permitted (based on the requirements and regulations stated in paragraph 2 of this Article), the amount of gas supplied shall be determined based on the outcome of the investigation as referred to in paragraph 7 above.
11. If the investigation carried out shows no practical measure for establishing the volume of gas drawn by the Customer, Vattenfall shall be entitled to estimate such consumption for the period in question to the best of its ability using the information available, with the following general principles:
  - the volume of consumption in a previously agreed period; or
  - the average amount of consumption in a previous and/or subsequent period, or another fair measure to be determined, after consulting the Customer, by Vattenfall.

## Article 7 Programme Responsibility

1. Unless otherwise agreed, the Customer shall transfer the Programme Responsibility to Vattenfall pursuant to the conditions and provisions as set out below in this Article. For its part, Vattenfall shall be entitled to outsource the Programme Responsibility to a third party of its choosing, namely a Programme Responsible Party.
2. The Customer shall provide Vattenfall with the Information Flow at its own expense.
3. In the event that the Information Flow provided by the Customer to Vattenfall is incomplete, incorrect or late, or that the Information Flow is provided by the responsible Grid Operator, and in the event of disruption to the communication links or the equipment or software belonging to the Parties and/or third parties, Vattenfall shall be forced to carry out the Customer's Programme Responsibility, if necessary on the basis of estimates. In such a case, the costs of doing so, including Imbalance costs, shall be borne by the Customer.
4. If the Customer is in default (see Article 11(5) and Article 14(3) of these General Terms and Conditions), Vattenfall shall be entitled to terminate the Programme Responsibility with the relevant Grid Operator. Vattenfall shall inform the Customer of this immediately. Vattenfall shall not be held liable for any damages suffered, or to be suffered, by the Customer as a result of terminating the Programme Responsibility.

## Article 8 Deviations/Exceeded Capacity

1. The consumption stated by the Customer must correspond to the actual consumption pattern for the period concerned. Deviations from the stated consumption may give Vattenfall cause to recalculate the Contract prices with retroactive effect, commencing from the first day of the period in which the deviation(s) was/were first discovered. If the Customer fails to state its consumption within the period stipulated in Article 15, paragraph 4, Vattenfall will be entitled to estimate the consumption for the period concerned in the manner as described in Article 6, paragraph 12.
2. The provisions of the previous paragraph also apply if the Supply Agreement is tacitly extended in accordance with the provisions of Article 14, paragraph 2.
3. If the Exit capacity is exceeded, the Customer will be charged the associated additional costs for the National Transmission and Services based on a calculation applied by Vattenfall.

## Article 9 Prices (rates)

1. The price and other costs associated with the Supply of gas to be paid by the Customer to Vattenfall are defined in the Supply Agreement. Said price and other costs shall apply for the duration of the Supply Agreement.
2. The gas consumption measurement data of the Measuring Device, as referred to in Article 6 of these General Terms and Conditions, will serve as the basis for the charges referred to in the first paragraph of this article, unless another basis ought to be used as the starting point in relation to the provisions of the other paragraphs of that article.
3. All amounts due by the Customer arising from the Supply Agreement shall be increased by taxes, surcharges and levies that Vattenfall is obliged to pay by the authorities or is authorised to invoice.
4. Vattenfall reserves the right to adjust the prices and other costs as stated in the first paragraph of this Article if the Customer has not cancelled a fixed-term Supply Agreement pursuant to Article 14(2) of these General Terms and Conditions and the Supply Agreement is then tacitly renewed. The adjusted price shall apply to the duration of the period for which the Supply Agreement is tacitly renewed. In the event of further tacit renewal, Vattenfall shall be authorised to make further price adjustments in relation to the Supply Agreement as mentioned in this paragraph 4.
5. In case of a Supply Agreement for an indefinite period, Vattenfall shall be entitled to adjust periodically the prices and other costs as mentioned in the first paragraph of this Article.
6. Vattenfall shall be entitled to adjust its prices should the Grid Operator at any time decide to apply different Peak and Off-Peak Hours from those set out in the definitions in Article 1.

## Article 10 Security

1. Where appropriate in its opinion, Vattenfall shall be entitled to require a guarantee deposit from the Customer at any time. Vattenfall shall reasonably determine the size of the guarantee deposit, the period to which it relates and the timeframe and method in which this should be paid. If circumstances change, Vattenfall shall be entitled to require an increase of the deposit. At the end of the term of the Supply Agreement, the guarantee deposit paid by the Customer will be refunded to the Customer, subject thereto that Vattenfall will be entitled to offset the deposit against any outstanding debts owed by the Customer to Vattenfall.
2. Where appropriate in its opinion, Vattenfall will be entitled to require additional security from the Customer in the form and/or size that it determines (e.g. a bank guarantee). If the Customer does not comply with the request for additional security within the period stipulated by Vattenfall, Vattenfall will be entitled to either immediately suspend its obligations under the Supply Agreement or to fully or partially terminate the Supply Agreement without any prior notice of default. In that case Vattenfall reserves its right to the compensation of costs, damage and interest, in accordance with the provisions of Article 14, paragraph 3 of these General Terms and Conditions. In that case, all amounts owed by the Customer to Vattenfall, for any reason whatsoever, will also become immediately due and payable.

## Article 11 Invoicing and payment

1. All amounts due by the Customer arising from the Supply Agreement shall be billed by Vattenfall on an invoice.
2. Vattenfall shall invoice for the Supply in principle on a monthly basis at the end of the consumption month based on the hourly volumes Gas established by the Regional Gas Grid operator. An annual settlement shall take place once a year based on the actual confirmed by the Regional Gas grid operator or estimated consumption during that year; in this case, any surplus amounts paid by the Customer during that year shall be reimbursed to the Customer and any amounts still due for that year shall be invoiced to the Customer. Regarding Profile Customers Vattenfall will invoice in advance on the basis of the Profile Customer's estimated consumption. A settlement will take place once a year with the Profile Customer on the basis of actual consumption during that year. Any amount that the Profile Customer has overpaid during that year will be refunded to the Profile Customer and any amounts still due and payable by the Profile Customer will be invoiced to the Customer.
3. An invoice must be paid within fourteen days of the date of the invoice and into an account to be indicated by Vattenfall. The Customer shall not be entitled to suspend its payment obligations arising from the Supply Agreement for any reason whatsoever.
4. Should the Customer fails to pay, fails to pay in full and/or fails to pay in time, it shall be in default by operation of law and without any further notice of default. In that case, the Customer must pay the legal interest (pursuant to Article 6:119a of the Dutch Civil Code) due on the outstanding amount, charged from the due date up to the date of payment, without prejudice to Vattenfall's right to compensation for legal and other costs. The amounts stated in this paragraph (including interest and costs) shall be immediately due and payable. The moment of payment is the moment when the full amount owed is irrevocably credited to Vattenfall's bank account.
5. If and insofar as the Customer is in default, Vattenfall shall be entitled to terminate the Programme Responsibility and cease the Supply of gas to the Customer. Vattenfall shall inform the Customer when ceasing the Supply whether the Supply Agreement is being suspended or terminated.
6. The Customer shall waive any right of set-off.
7. The Customer shall ensure that the costs related to commissioning and maintenance of the Connection to the Gas Transport Network, not being Small-scale Connections, as well as costs relating to metering- and other services carried out (rental of medium-voltage units, etc.) and associated costs incurred by the engaged Grid Operator or Recognised Meter Operator, shall be invoiced by these parties directly to the Customer. The Customer shall ensure that these costs are paid.
8. The Customer shall ensure that the costs related to commissioning and maintenance of the Connection to the Regional Gas Transport network, not being Small-scale Connections, as well as costs relating to metering- and other services carried out (rental of medium-voltage units, etc.) and associated costs incurred by the engaged Grid Operator or Recognised Meter Operator, shall be invoiced by these parties directly to the Customer. The Customer shall ensure that these costs are paid.
9. Vattenfall is reliant on the provision of correct GOS data by third parties. If this data proves to be incomplete or inaccurate, Vattenfall will be entitled without any further notice to correctly adjust this data with retroactive effect and, where necessary, charge the Customer the difference in costs for National Transmission Services.

## Article 12 Non-attributable shortcoming (Force Majeure)

1. Each Party shall be entitled to invoke Force Majeure if the performance of the Supply Agreement, in whole or in part and whether temporarily or otherwise, is impeded or made difficult due to circumstances that are not attributable to its fault and will not be for its account pursuant to law, legal act or generally accepted practice. In each case, such circumstances include, but without limitation, international conflicts, violent and/or armed actions, measures taken by a domestic or foreign government or a supervisory authority, boycott actions, accidents or an event whereby the transmission of gas could not take place in a free and unencumbered manner, caused for example by the non-operation of the Gas Transport Network, or any shortcoming on the part of the National Gas Grid operator and/or Regional Gas Grid Operator(s) in fulfillment of their obligations towards the Customer and/or Vattenfall, or as a result of any other malfunction(s) in the technical gas supply chain.
2. Vattenfall and Customer must liaise with each other if and insofar as gas can be supplied in any other way during a force majeure situation. The costs associated with this alternative supply method shall be payable by the Customer.
3. The Party wishing to invoke Force Majeure must immediately inform the other Party in writing of the commencement of the Force Majeure and the cause(s) thereof in writing immediately.
4. In the event of Force Majeure the invoking Party's obligations shall be suspended. If the Force Majeure lasts for more than three weeks, both Vattenfall and the Customer shall be entitled to terminate the part of the Supply Agreement that cannot be executed, in writing. The Parties shall immediately enter into consultations with a view to possible adjustments to the Supply Agreement, which correspond as much as possible to the original content and meaning of the Supply Agreement. Notwithstanding the provisions of this paragraph, the Customer shall only be entitled to (partially) terminate the Supply Agreement after payment to Vattenfall of all amounts owing to Vattenfall at the time of the (partial) termination, irrespective of whether these are due and payable.

## Article 13 Liability

1. Vattenfall's obligation to supply (only) consists of making available the Contract Volume on the GOS. Under no circumstances shall Vattenfall be held liable for any shortcoming in the discharge of its obligations towards the Customer other than relating to this obligation to supply (by way of clarification and not limitative: for example, Vattenfall shall not be held liable for the transmission and/or Connection to the Regional Gas transport network, given the Customer has had to conclude a separate agreement for this with a Grid Operator).
2. With regard to shortcomings in fulfilling its obligation to supply, Vattenfall and any third party (parties) engaged by Vattenfall may be held liable only to the extent these shortcomings can be attributed to a fault on the part of Vattenfall. Vattenfall shall not be liable for any Indirect damage, Consequential loss and/or Loss of income at any time except in case of wilful acts or gross negligence.
3. Any claim for damages by the Customer must be submitted by the Customer to Vattenfall in writing within fifteen working days of the date on which the damages occurred or within fifteen working days of the date on which the damage could reasonably have been detected. If the Customer fails to submit a claim within this period and Vattenfall is therefore not given the opportunity to inspect and/or limit the damage in a timely manner, Vattenfall reserves the right to refuse to deal with the claim further. In all cases in which Vattenfall is obliged to pay compensation, the amount per event and per year is limited to the (definitive) total amount, excluding taxes, levies and grid operating costs, that Vattenfall will invoice or invoiced Customer for the month in which the loss or damage occurs.

## Article 14 Duration and termination of the Supply Agreement

1. With the exception of cases as stated in Article 4(5), the Supply Agreement shall enter into force on the start date and shall be valid for the agreed period as stated in the Supply Agreement. With the exception of that stated in Article 12(4), premature cancellation or termination of a fixed-term Supply Agreement shall not be possible, unless otherwise explicitly agreed by the Parties in writing.
2. Pursuant to Article 9(4), a fixed-term Supply Agreement shall be tacitly renewed for the duration of the original term, to a maximum of one year, unless one of the Parties has cancelled the Supply Agreement in writing by observing a notice period of at least three calendar months. A Supply Agreement for an indefinite period should be terminated by observing a notice period of at least three calendar months.
3. If the Customer fails to comply with one or more of its obligations set out in these terms and conditions and/or the Supply agreement, fails to do so on time or appropriately, is declared bankrupt, applies for (provisional) suspension of payments, if the Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen (WSNP)) is declared applicable to the Customer, if the Customer goes into liquidation or ceases trading, or if the Customer's assets are seized either in whole or in part, Vattenfall reserves the right to suspend execution of the Supply Agreement or to terminate the Supply Agreement either in whole or in part by a written notification without prior notice of default, at its discretion and without prejudice to any future right to payment of all amounts and compensation for all costs due from the Customer to Vattenfall, including (Indirect) damages and interest.
4. The exercising by Vattenfall of its powers as described in this Article may not lead to liability on the part of Vattenfall towards the Customer for any losses arising as a result.

## Article 15 Obligation to provide information and amendments

1. The Customer is obliged to grant Vattenfall the necessary cooperation in execution of the Supply Agreement and verification of its compliance therewith, in particular by:
  - a. informing Vattenfall as quickly as possible of all facts, events and changes in circumstances that may prove relevant to the execution of the Supply Agreement, such as losses, failures or irregularities noted or suspected by the Customer relating to the Customer's part of the Connection, including the Measurement Device and any broken seals;
  - b. informing Vattenfall in writing at least four weeks in advance of intended changes to its bank account number and invoice address;
  - c. informing Vattenfall in writing at least four weeks in advance of an expected change in the amount of gas to be drawn per year, a proposed replacement and/or adjustment to the Customer's Connection. In the event of an actual change to the amount of gas drawn per year, replacement and/or adjustment to the Connection, Vattenfall shall be entitled to adjust the prices and fees agreed with the Customer.
2. The Customer is obliged to inform Vattenfall in writing and by registered letter at least four weeks in advance of an intended move, change of address, cessation of business activities, change of (trading) name, acquisition, (legal) merger, demerger or sale of a company division and/or any other significant change to the company structure and/or to the Customer's management.
3. In cases as set out in paragraph 2 of this Article, Article 14 shall remain in force and unaffected (including the term of cancellation of three months). In such cases, the Customer may ask Vattenfall to amend the applicable Supply Agreement in line with the changed circumstances. Should Vattenfall accept this request, it shall confirm this in writing. Vattenfall may attach conditions to this consent. Should the Customer accept Vattenfall's conditions, Vattenfall shall amend the Supply Agreement.

4. The Customer is responsible for ensuring that Vattenfall has the correct information regarding the correct execution of the Supply Agreement at least four weeks prior to the effective date of the Supply Agreement. If Vattenfall has not received the correct information from the Customer at least four weeks prior to the effective date of the Supply Agreement, Vattenfall may not be held liable for any shortcoming in complying with the Supply Agreement. Costs incurred by Vattenfall as a result shall be borne by the Customer.

## Article 16 Change of Supplier

1. The Customer confirms to Vattenfall that, on the date on which Vattenfall begins the Supply as agreed by the Parties in the Supply Agreement, the Customer has no current contractual obligations towards one or more other suppliers for the Supply.
2. If the Non-Profile Customer has terminated the Supply Agreement in order to take gas from a third party and on the date on which the Supply Agreement terminates, no supply agreement has yet been concluded with said third party, and no information has been received from the Grid Operator that the Non-Profile Customer has actually switched supplier (a "switch report"), Vattenfall will terminate the Supply of gas to the Non-Profile by sending an end of supply message (eindeleveringsbericht) to the Regional Gas grid operator.
3. If a Profile Customer has terminated the Supply Agreement in order to take gas from a third party and on the date on which the Supply Agreement terminates, no supply agreement has yet been concluded with said third party, and no information has been received from the Grid Operator that the Profile Customer has actually switched supplier (a "switch report"), Vattenfall will continue the Supply of Gas to the Profile Customer for a one month period following the date on which the Supply Agreement terminates. The gas supplied to the Profile Customer after the date on which the Supply Agreement ends shall be invoiced to the Profile Customer along with any additional costs incurred by Vattenfall as a result of supplying said gas. If a switch report has still not been received on the last day of the one-month period, the Supply Agreement shall be deemed to have been extended with the Profile Customer's consent as set out in Article 14(2).
4. If the Customer switches to a supplier other than Vattenfall without having legally terminated the Supply Agreement and if the Customer, after having been given notice of default in that regard, fails to switch back to Vattenfall within fourteen days thereafter, the Customer shall pay to Vattenfall an immediately payable fine, to be calculated as follows: the number of months remaining under the Supply Agreement to a maximum of three months, divided by twelve, multiplied by the Contract volume in the year in question and the Contract Price per m<sup>3</sup>, as set out in the Supply Agreement. In addition to the fine, an amount of one hundred euros per Connection shall be invoiced as administration fees. The fine shall be invoiced to the Customer without prejudice to Vattenfall's authority to demand that the Customer continues to fulfil the Supply Agreement and without prejudice to Vattenfall's authority to claim damages, provided that those damages exceed the aforementioned fine.
5. If the Supply Agreement relates to maximal one Connection and this Connection is a Small Scale Consumption Connection, Vattenfall shall be entitled, by way of derogation from Article 16(3), to charge a termination fee of 15% of the residual value of the Agreement, based on the Contract Volume.

## Article 17 Unforeseen circumstances

1. In the event of unforeseen circumstances including, but not limited to, a change in legislation and regulations as well as price developments on the commodities market, whereby the continuation of the Supply Agreement in its current form is no longer permitted or, according to the standards of reasonableness and fairness, it can no longer be expected from one or both Parties, the Parties shall enter into mutual discussions so as to amend the Supply Agreement to bring this in line with the changing circumstances as far as possible.
2. When establishing or adapting the Codes and any other applicable legal and other regulations, Vattenfall shall be entitled to amend these General Terms and Conditions in order to bring these in line with the amended regulations. Such amendment shall not entitle the Customer to early terminate the Supply Agreement.

## Article 18 Privacy

1. On request for a product or service, Vattenfall shall ask the Customer to provide company data to Vattenfall. This data shall be used within the Vattenfall Group for accepting the request, executing the Supply Agreement, customer relations management and marketing purposes. Vattenfall may also use this data to inform the Customer about products and services relevant to the Customer. If the Customer does not wish to receive information on products and services, the Customer may communicate this in writing to Vattenfall Sales Nederland N.V., Postbus 41920, 1009 DC, Amsterdam.
2. The Customer's company data may also contain personal data. Vattenfall shall handle and protect this personal data with the greatest possible care. More information about when and why Vattenfall asks for your personal data and how Vattenfall processes this personal data can be found at [www.vattenfall.nl/grootzakelijk/privacy/](http://www.vattenfall.nl/grootzakelijk/privacy/). Information about the Customer's rights as a data subject, such as the right to object to processing of personal data for which Vattenfall has a legitimate interest and processing for direct marketing purposes, including profiling relating to direct marketing, can also be found here.
3. In order to comply with the rules for communication between market parties (grid operator, meter operators and suppliers) as set out in the Codes and for drawing up and executing the Supply Agreement, Vattenfall shall share company data, including information about Customers' connection and contract details with the central databases used in the energy market, such as the C-AR and CER. Vattenfall reserves the right to record, or have recorded, data relating to the Customer in these central databases during the term of the Supply Agreement.
4. For drawing up and executing the Supply Agreement, the Customer has consented Vattenfall to consult the C-AR so as to request from the Grid Operator consumption, technical and grid operation data relating to the Connection(s) as set out in the Supply Agreement.
5. In order to consult the central databases in relation to a Small Scale Consumption Connection, the Supplier requires a client key. This client key passes the Supplier on to the grid operator, so that the grid operator can verify whether the Customer have actually given the Supplier consent to request the data in the offer phase. This client key consists of the last three digits of the IBAN and/or the month and day of Customers' date of birth and shall be stored by the grid operator. The Supplier is obliged to provide the client key(s) to the grid operator during the period of supply to a Connection, even when this changes.

## Article 19 Confidentiality

1. The Parties shall make every effort to ensure that information that reaches them in the context of the Supply Agreement and of which they know or should know to be of a confidential nature, is not disclosed to third parties without the prior written consent of the other Party. More especially, the Parties shall not circulate the information referred to in this Article within their organization further than is necessary for proper performance of the Supply Agreement and shall impose the duty of confidentiality described in this Article on any third parties brought in for the performance of the Supply Agreement.

2. This provision shall not apply insofar as the Parties or one of the Parties are obliged to disclose said information to a third party based on a rule of law or regulation, or at the request of or on an order from any competent authority, nor does it apply to information that had already been legitimately obtained for another reason at the time of disclosure.

#### **Article 20 Waiver of rights**

Should one or both Parties fail to require fulfilment of one or more provisions of this Supply Agreement at any time, or fail to invoke their rights arising from this Agreement, this shall not be considered as waiving the right to do so at a later date, nor shall a failure to act as stated above restrict this Supply Agreement in any way whatsoever or the rights and obligations of the Parties arising from this Supply Agreement in any other way.

#### **Article 21 Transferring the Supply Agreement/Change of legal form**

1. The Customer shall only be entitled to transfer its rights and obligations arising from the Supply Agreement to a third party after receiving prior written approval to do so from Vattenfall.

2. Vattenfall shall be entitled to transfer the Supply Agreement or all rights and obligations arising from this Supply Agreement, either in whole or in part, to a third party, to encumber the Supply Agreement to a third party with restricted rights to the extent possible, or to allow the Agreement to be taken over by a third party by means of contract takeover (pursuant to Article 6:159 of the Dutch Civil Code). The Customer irrevocably and unconditionally agrees to such a transfer, encumbrance or contract takeover and shall grant its full and unconditional cooperation. The Parties hereby agree that the Customer shall not be entitled to terminate the Supply Agreement in the event of a transfer of control of Vattenfall, its parent company, its assets or its parent company's assets.

3. The Supply Agreement shall remain in force and unaffected, should the legal form of the Parties or one of the Parties change.

#### **Article 22 Applicable law and disputes**

1. The Supply Agreement and these General Terms and Conditions shall be governed by the laws of the Netherlands.

2. Should any dispute between the Parties arise, the Parties shall make every effort to settle the dispute out of court.

Disputes that cannot be settled out of court, shall be submitted to the competent court in Amsterdam, which shall have exclusive jurisdiction on the matter.

#### **Article 23 Final provisions**

1. These General Terms and Conditions enter into force on 8 October 2019.

2. Vattenfall reserves the right to amend these General Terms and Conditions. The Customer shall be notified of amendments in a timely manner. Amendments shall enter into force thirty days after the date of such notification, unless otherwise specified in said notification. The amended General Terms and Conditions shall apply to all existing Supply Agreements concluded with the Customer.

3. These General Terms and Conditions are available for consultation at Vattenfall and can be obtained on request free of charge. These General Terms and Conditions can also be consulted at [www.vattenfall.nl/grootzakelijk/voorwaarden/](http://www.vattenfall.nl/grootzakelijk/voorwaarden/).