

General Terms and Conditions for the Supply of Gas to Bulk Consumers 1 July 2011

Article 1 Definitions

The terms that are capitalised in the Supply Agreement and in these General Terms and Conditions are defined terms that are defined in the same way as in the Glossary referred to in the Dutch Gas Act, as specified in further detail below, unless explicitly departed from in these General Terms and Conditions. The following definitions apply further in these General Terms and Conditions:

Connection and Transmission Agreement: the agreement between a Connected Party (i.e. the Customer) and a Network Operator for the connection on a Gas Transmission Network and the transmission of gas;

Customer: the natural person acting in the practice of a profession or the running of a sole proprietorship or other business, the partnership, legal entity, foundation, association, church or government body with whom or which Nuon has entered into a Supply Agreement;

General Terms and Conditions: these general terms and conditions for the Supply of gas to the business market; **Glossary:** the Gas glossary dated 1 July 2006, as referred to in Section 12b van de Dutch Gas Act (which can be consulted in Dutch at https://www.energiekamer.nl/images/Begrippenlijst%20Gas_tcm7-88890.pdf);

CCP: Association for Contract Control Protocol in the Energy Sector [Vereniging Contract Controle Protocol Energiesector];

Contact Capacity: the maximum volume of gas to be consumed per hour in $m^3(n;35.17)/hour$ as specified by the Customer;

EAN Code: a unique 18-digit code that is assigned to each Connection;

Gas Transmission Network: pipes or auxiliary equipment not belonging to a gas production network that are connected to each other and intended or used for the transmission of gas, including cross-border pipes, auxiliary equipment and plants used for the performance of transmission support services, with the exception of the pipes, auxiliary equipment and plants of a Customer that are located within a site belonging to the Customer and that exclusively serve to transmit gas for own use by that Customer or for consumption by others that are established on that site;

Registered Measurement Technician: the party authorised in accordance with the provisions of or pursuant to the Dutch Gas Act and/or the Gas Measurement Conditions to install the Measuring Device and record the measurement data;

Gas Plant: the Customer's system of technical gas materials and pipes, to be taken into account after the Supply Point;

GRS: the Gas Receiving Station where the gas for the Customer is made available from the Gas Transmission Network. The location of the GRS is decisive in determining the tariff for the National Transmission Services; **GRS-EAN Code:** a unique code that is assigned to a GRS;

High Calorific Gas: gas with a Wobbe index of 51.6 MJ/m³(n);

Indirect, Consequential and Trading Losses: damage that is not the direct result of acts that can be attributed to Nuon. This at least includes but is not limited to: lost profits, lost interest, crop damage, loss of turnover and loss of third-party orders;

Information Flow: the information that the Customer must provide to Nuon in connection with the supply of gas and, if applicable, the Programme Responsibility taken over from the Customer by Nuon. The Information Flow at least includes but is not limited to: (i) all relevant data relating to all scheduled and unscheduled interruptions as a result of works, malfunctions and other scheduled or non-scheduled departures from standard business operations and (ii) the EAN Code(s) and consumption data, including an annual statement of the forecast Contract Capacity and Annual Volume. The Information Flow includes the data mentioned under (i) and (ii) of both the Customer and the Network Operator;

Annual Volume: the annual consumption of gas in $m^3(n;35.17)$ for each Supply Point stated by the Customer, which the Customer expects to purchase in the supply year;

Low Calorific Gas: gas with a Wobbe index of 43.44 to 47.11 MJ/m³(n);

National Gas Network Operator: the public limited company Gas Transport Services NV or its legal successor;

National Transmission and Services: transmission of gas across the national – and thus not the regional – gas transmission network to the GRS, including the supply of flexible peak and off-peak hourly consumption;

Supply: the service from Nuon to the Customer, entailing that Nuon ensures that the volume of gas contracted by the Customer is made available at the GRS agreed on by the Parties; **Supply Agreement:** the agreement for Supply between Nuon and the Customer to which these General Terms and Conditions apply;

Supply Point: the Transfer Point, as defined in the Glossary;

$m^3(n)$: the volume of natural gas that contains 1 (one) cubic metre under 'normal conditions'. 'Normal conditions' are a temperature of 273.15 kelvin (0° Celsius) and an absolute pressure of 101.325 kilopascal (1.01325 bar);

$m^3(n;35.17)$: a Nm³ gas with a calorific value of 35.17 megajoules;

Gas Measurement Conditions: the latest version of the Gas Measurement Conditions approved by the Management Board of the Netherlands Competition Authority (NMA) and as published on the Office of Energy Regulation's website (www.energiekamer.nl);

Measurement Responsibility: the Customer's responsibility to have a Measuring Device as required under the Gas Measurement Conditions installed at the Supply Point, as well as to correctly and punctually take readings of and report gas consumption measurement data on the basis of the Gas Measurement Conditions, or to arrange for this to be done by a third party;

Non-Profile Customer: a Customer that has a Measuring Device which complies with the requirements laid down in the Gas Measurement Conditions 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 Gas Measurement Conditions for customers that do not have an hourly measurement;

Nuon: the company belonging to the Vattenfall AB group that enters into the Supply Agreement with the Customer;

Force Majeure: non-attributable breach as referred to in Article 10;

Party/Parties: the Customer and Nuon are referred to individually as a Party and jointly as Parties;

Regional Network Operator: this means the Regional Network Operator, as defined in the Glossary, as well as the network owner that is exempt from the obligation to appoint a Network Operator and thus has not appointed a Network Operator in accordance with Section 2a of the Dutch Gas Act.

Article 2 Applicability

- Unless expressly indicated otherwise, these General Terms and Conditions apply to all offers (tenders) of Nuon and all orders placed with Nuon for the sale and Supply of gas by Nuon, as well as to all Supply Agreements with Nuon in that regard.
- The applicability of the Customer's general or other terms and conditions is hereby expressly excluded.
- The Customer may only rely on provisions varying from these General Terms and Conditions if and insofar as Nuon has accepted these different provisions in writing.
- If any part of these General Terms and Conditions is invalid, for any reason whatsoever, the General Terms and Conditions will remain in force in all other respects and the Parties shall jointly arrange for a replacement for the invalid provision that retains the essence thereof as far as possible.
- The provisions of the Supply Agreement will take precedence in case of any inconsistency between the provisions of these General Terms and Conditions and those of the Supply Agreement.

Article 3 Offers and the Supply Agreement

- Unless expressly indicated otherwise in writing, all offers of Nuon are binding for the period stipulated therein.
- The Customer's acceptance of any of Nuon's offers is irrevocable.
- Nuon is only bound by its offers if it has confirmed these in writing, or if it has commenced with the performance of the service(s) described in the offer(s) concerned. Nuon is not bound by verbal undertakings or arrangements made by or with its personnel, except once and insofar as it has confirmed such undertakings or arrangements in writing.
- Unless otherwise agreed in writing, these General Terms and Conditions will remain fully applicable to amendments in offers or the Supply Agreement.

Article 4 Purchase and Supply

- The Customer undertakes to purchase the contracted volume of gas from the GRS agreed on by the Parties for the entire duration of the Supply Agreement and Nuon undertakes to make this volume of gas available for the Customer at the GRS agreed on by the Parties, under the conditions as set out in these

General Terms and Conditions and the Supply Agreement.

- The Customer must enter into the Connection and Transmission Agreement(s) as referred to in Article 5 with the Network Operator(s) in order to be able to purchase the volume of gas from the GRS agreed on by the Parties.
- The volume of gas referred to in paragraph 1 of this article will be made available by Nuon at the GRS agreed on by the Parties and is intended for the Customer's own use. The Customer may not resell this gas to third parties, except insofar as this has been expressly agreed in writing beforehand with Nuon.
- Unless the Parties have agreed on another date in writing, the Supply of gas by Nuon for the Customer will take place on the first day of a calendar month.
- If the actual Supply commences earlier or later than the point in time agreed in the Supply Agreement, for any reason whatsoever, the obligation to supply under the Supply Agreement will be deemed to take effect on the date of commencement of the actual delivery. The originally agreed end date of the Supply Agreement will remain fully in force.

Article 5 Connection, Transmission and System Services

- The Customer must enter into a Connection and Transmission Agreement at its own expense and risk with the Regional Network Operator(s) designated for the area in which it has its business location(s) and any other Regional Network Operator(s), insofar as required, for the transmission of gas and connection to the Regional Gas Transmission Network, with due observance of the terms and conditions set out below.
- The Customer warrants that its Measuring Device will comply with the applicable statutory and other requirements and rules for the duration of the Supply Agreement.
- The failure to enter into and/or the total or partial annulment, termination or cancellation of one or more of the agreements mentioned in the first paragraph of this article with the relevant Network Operators may never lead to the total or partial annulment, termination or cancellation of the Supply Agreement by the Customer.
- Unless otherwise agreed in writing, Nuon or an appropriate within the Nuon group must enter into an agreement (Transmission Service Conditions) with the National Gas Network Operator for the performance of the National Transmission and Services for the Customer by the National Gas Network Operator. If the Customer assigns the Programme Responsibility to Nuon, Nuon will be entitled to arrange for the appropriate party within the Nuon group to perform the obligations relating to the Programme Responsibility. Nuon is not liable towards the Customer for the actual performance of National Transmission and Services.

Article 6 Measuring Device/Determining the Supply Volume

- The Customer must ensure that a Measuring Device has been or will be installed and maintained at the Supply Point, with due observance of the provisions of these General Terms and Conditions, on its instructions and at its expense.
- The Customer must ensure that the Measuring Device is set up and that measurements are carried out in accordance with the conditions set out in or by law, including the rules that are in force on the basis of technical conditions, such as the Gas Measurement Conditions.
- If the Customer is a Non-Profile Customer and turns out not to have the necessary Measuring Device, Nuon reserves the right to replace the Supply Agreement with a supply agreement (and accompanying general terms and conditions) specifically for Profile Customers. Any additional costs resulting from this will be payable by the Customer.
- If the Non-Profile Customer is considered at any time to be a Profile Customer on the basis of information originating from the Regional Network Operator, the Supply Agreement will be replaced by a supply agreement (with accompanying general terms and conditions) specifically for 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.
- The Customer must ensure that a Registered Measurement Technician is designated for its Measuring Device and measurements.
- Unless otherwise agreed in writing, the volume of gas consumed by the Customer will be determined on the basis of data obtained with the help of the Measuring Device.
- Unless otherwise agreed in writing, the Customer will be deemed to have given consent to Nuon to request the necessary data from the responsible Network Operator. The costs associated with providing the data are payable by the Customer. If Nuon receives the data directly from the aforementioned Network Operator(s) and is charged for that purpose by the Network Operator(s) concerned, Nuon will refer the Network Operator(s) concerned to the Customer. Nuon is not obliged to pay any costs charged by the Network Operator(s) under any circumstances.
- If Nuon does not receive the data referred to in the previous paragraphs in due time and/or if an obvious error has been made in recording the meter readings or in processing the measurement data, Nuon will be entitled to determine the volume of gas consumed by the Customer in accordance with the provisions of paragraph 12 of this article. This does not affect Nuon's right to determine the actual volume of gas consumed, or to arrange for this to be done, on the basis of the Measuring Device reading and to charge the Customer the due amount.
- In case of any doubt about the correct functioning of the Measuring Device and/or the accuracy of the measurement data, both the Customer and Nuon may request clarification from the Registered Measurement Technician with regard to the Measuring Device concerned and the measurement data. In case of continued doubt about the correct functioning of the Measuring Device and/or the accuracy of the measurement data, either of the Parties may demand that the Measuring Device and/or the measurement data be inspected by another Registered Measurement Technician or an expert to be agreed on by the Parties within three weeks. If the Parties do not reach consensus within that period, Nuon will be entitled to designate the other Registered Measurement Technician or expert. Nuon must give the Customer due notice of the appointment of the agreed or its designated Registered Measurement Technician or expert, as referred to in the previous sentence, as well as the associated costs and the time and date of the inspection. Both of the Parties may attend or be represented at the inspection.
- The costs of the inspection, as referred to in the previous paragraph, are payable by the Party that is unsuccessful or largely unsuccessful, without prejudice to the possibility of that Party recovering these costs from a third party.
- If it is clear from the inspection of the Measuring Device, as referred to in the previous paragraphs, that the discrepancy exceeds that which is permitted (on the basis of the requirements and rules referred to in paragraph 2 of this article), the supplied volume of gas will be determined on the basis of the results of the inspection referred to in paragraph 9 above. A recalculation will take place for the period during which the Measuring Device functioned incorrectly according to the inspection, but for no longer than a period of twenty-four months, calculated from the date on which the inspection was requested by one or both of the Parties.
- If the inspection does not provide any usable criterion for determining the volume of gas consumed by the Customer, Nuon will be entitled to estimate this consumption for the relevant period according to the best data it possesses in this regard, based on:
 - the volume consumed in an earlier corresponding period; or
 - the average extent of the consumption in a preceding and/or subsequent period; or
 - another fair criterion to be determined by Nuon in consultation with the Customer.

Article 7 Programme Responsibility (if applicable)

- The Customer must provide the Information Flow to Nuon at its own expense.
- If the Customer does not deliver or arrange for the responsible Network Operator to deliver the Information Flow to Nuon on time, completely or accurately, or if there is a breakdown in communication connections or a malfunction in the equipment or software of the Parties and/or third parties, Nuon will have to perform the Customer's Programme Responsibility, on the basis of estimates if necessary. The associated costs in this case will be payable by the Customer.
- If the Customer is in breach (see Articles 11, paragraph 4 and 14, paragraph 3 of these General Terms and Conditions), Nuon will be entitled to terminate the Programme Responsibility. Nuon must give the Customer immediate notice of this termination. Nuon is not liable for any damage that the Customer suffers as a result of the termination of 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 Nuon cause to recalculate the supply 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, Nuon 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 Contract Capacity is exceeded, the Customer will be charged the associated additional costs for National Transmission and Services based on a calculation applied by Nuon.

Article 9 Prices (Tariffs)

1. The price and other charges payable by the Customer to Nuon in relation to the supply of gas are laid down in the Supply Agreement. This price and other charges 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. The prices for National Transmission and Services are listed in the Supply Agreement and depend on the system applied by the party that provides the National Transmission and Services. If these prices change, the adjustments may be charged to the Customer.
4. The taxes, surcharges and levies that Nuon is obliged to charge by the government or is authorised to charge will be added to all amounts owed by the Customer under the Supply Agreement. The supply price excludes all amounts charged by the Regional Network Operator(s), including but not limited to the connection and transmission charges on the Regional Gas Transmission Network, Energy Tax (ET) and VAT.
5. Nuon reserves the right to adjust the prices and other charges mentioned in the first paragraph of this article if the Customer has not terminated a Supply Agreement in accordance with the provisions of Article 14, paragraph 2 of these General Terms and Conditions and the Supply Agreement has thus been tacitly extended. The adjusted price will apply for the duration of the period by which the Supply Agreement has been tacitly extended. In case of a renewed tacit extension, Nuon will be entitled to implement price adjustments, as referred to in this paragraph 5, once again.

Article 10 Security

1. Where appropriate in its opinion, Nuon will be entitled to require a guarantee deposit from the Customer. Nuon will reasonably determine the amount of the guarantee deposit, the period to which it relates and when and how it will be charged. If circumstances change, Nuon will be entitled to require an increase of the guarantee 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 Nuon will be entitled to set off any outstanding debts that the Customer has towards Nuon at that stage, for any reason whatsoever, from the guarantee deposit.
2. Where appropriate in its opinion, Nuon will be entitled to require additional security from the Customer in the form and/or amount 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 Nuon, Nuon 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, Nuon 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 Nuon, for any reason whatsoever, will also become immediately due and payable.

Article 11 Invoicing and Payment

1. Nuon will charge all amounts that the Customer owes under the Supply Agreement, as considered together with these General Terms and Conditions, by means of an invoice. Invoicing will take place at the end of the consumption month in monthly instalments based on the hourly volumes determined by the Regional Network Operator. At the end of the year, Nuon will charge any amount by which the agreed annual volume is exceeded or not met to the Customer on the basis of the Customer's consumption in that year as confirmed by the Network Operator. Nuon will invoice a Profile Customer 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 charged.
2. Unless otherwise agreed by the Parties in writing, invoices must be paid within fourteen days of their respective invoice dates into Nuon's designated bank account.
3. The Customer is not entitled to suspend its payment obligations under the Supply Agreement for any reason whatsoever.
4. If the Customer does not pay, does not pay in full and/or does not pay in time, it will be in default by operation of law and without any further notice of default. In that case, the Customer will be liable to pay statutory interest (in accordance with Section 119a, Book 6 of the Dutch Civil Code), to be calculated from the due date to the date of payment in full, notwithstanding Nuon's right to compensation of the judicial and extrajudicial collection costs. The amounts referred to in this paragraph (including interest and costs) are immediately due and payable. The moment of payment is the moment when the entire outstanding amount is irrevocably credited to Nuon's account.
5. If and insofar as the Customer is in default, Nuon will be entitled to cancel its registration as a supplier with the Network Operator and to suspend the Supply of gas for the Customer. Nuon must notify the Customer when it suspends the Supply whether the Supply Agreement is being suspended or terminated.
6. The Customer waives any right of set-off it may have in respect of amounts that the Parties may owe to each other.
7. The Customer must arrange that it is charged directly for the costs of establishing and maintaining the Connection on the Regional Gas Transmission Network and for the metering and other services performed by and associated charges of the appointed Network Operator. The Customer must arrange for the payment of these costs.
8. Nuon is entitled to send the Customer corrected invoices relating to reallocation or reconciliation procedures based on amended or additional data from the Network Operator. The provisions of this article also apply to these invoices.
9. Nuon is reliant on the provision of correct GRS data by third parties. If this data proves to be incomplete or inaccurate, Nuon 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 Breach (Force Majeure)

1. The Parties will be entitled to invoke Force Majeure if the full or partial performance of this agreement is prevented or impeded, temporarily or otherwise, by conditions that are not due to fault for which one of the Parties is accountable by law, a legal act or according to generally accepted standards. These circumstances include but are not limited to international conflicts, violent and/or armed actions, measures by any national or international government or a supervisory body, boycotts, accidents or an event whereby the transmission of gas cannot take place freely and without disruption, for instance because of the failure of a Gas Plant, a Connection or a Gas Transmission Network to function properly or at all, or any failure of the National Network Operator or of one or more Regional Network Operators to perform its/their obligations towards the Customer, or as a result of any other malfunction(s) in the technical gas supply chain.
2. Nuon and the 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 will be payable by the Customer.
3. The Party wishing to invoke Force Majeure must immediately inform the other Party in writing of the existence and cause(s) of the Force Majeure situation.
4. Should either Party experience an event of Force Majeure, that Party's obligations will be suspended. If the Force Majeure lasts for longer than one week, both Nuon and the Customer will be entitled to terminate the part of the Supply Agreement that cannot be performed by means of a written declaration. The Parties must then discuss the possibility of amending the Supply Agreement in a way that corresponds as far as possible to the original content and purpose of the Supply Agreement. Notwithstanding the above provisions of this paragraph, the Customer will only be entitled to fully or partially terminate the Supply Agreement after paying Nuon all amounts owing to it at the moment of full or partial termination, regardless of whether these amounts are due and payable.

Article 13 Liability

1. Nuon's obligation to supply only consists of making available or arranging for the contracted volume of gas to be made available at the GRS agreed on by the Parties. Nuon is not liable under any circumstances for any breach of performance towards the Customer, other than in relation to this obligation to supply (by way of illustration and not meant as an exhaustive description: Nuon is, for instance, not liable for the Transmission Service and/or the Connection on the Regional Gas Transmission Network as the Customer has to enter into a separate agreement with a Network Operator for this purpose).
2. Nuon and the third parties it engages are only liable for any breach in the performance of its obligation to supply insofar as the fault for this breach can be attributed to Nuon. Nuon's liability for indirect, con-

sequential and/or trading losses is excluded at all times, barring in case of wilful misconduct or gross negligence.

3. Any claim for compensation by the Customer must be submitted in writing to Nuon within fifteen working days of the date on which the loss occurred or within fifteen working days of the date on which it could reasonably have been ascertained. If the Customer does not submit a claim within this period and Nuon is not afforded the opportunity as a result of this to inspect and/or limit the loss, Nuon reserves the right not to deal with the claim any further and to reject any liability in this regard.
4. In all cases in which Nuon is obliged to pay compensation, the associated maximum amount is limited per event and per year to the definitive total amount that Nuon invoices or has invoiced the Customer for the month in which the damage occurred.

Article 14 Duration and Termination of the Supply Agreement

1. With the exception of the cases mentioned in Article 4, paragraph 5, the Supply Agreement comes into effect on the commencement date for the term as agreed in the Supply Agreement. Notwithstanding the provisions of Article 12, paragraph 4, early cancellation or termination of a fixed-term Supply Agreement is not possible, unless the Parties expressly agree otherwise in writing.
2. In accordance with the provisions of Article 9, paragraph 5, a fixed-term Supply Agreement will always be tacitly extended by a maximum of one year, unless a Party has given written notice of termination of the Supply Agreement with due observance of a notice period of at least three calendar months prior to the end of the current term. An open-ended Supply Agreement may be terminated with due observance of a notice period of at least three months.
3. If a Customer fails to comply, fails to comply on time, or fails to comply properly with one or more of its obligations, is declared bankrupt or placed in liquidation, petitions for a temporary or other moratorium on the payment of debts, if the Dutch Natural Persons Debt Rescheduling Act [Wet Schuldsanering Natuurlijke Personen WSNP] is declared applicable to the Customer, if the Customer proceeds to liquidate or discontinue its business, or if all or part of the Customer's assets are attached, Nuon will be entitled at its discretion to either suspend the Supply Agreement or to fully or partially terminate it by means of a written declaration and without any prior notice of default, while always retaining its right to payment of all amounts owing to it by the Customer, including the compensation of all costs, consequential and other damage and interest.
4. If Nuon enforces its rights under this article, it cannot be held liable towards the Customer for any resultant damage.

Article 15 Duty of Disclosure and Changes

1. The Customer is obliged to cooperate as required with Nuon in implementing the provisions of the Supply Agreement, these General Terms and Conditions and in supervising the compliance thereof, in particular by:
 - a. notifying Nuon in writing as soon as possible of all information, incidents and changes in circumstances that may be of direct importance for the performance of the Supply Agreement, such as damage, faults or irregularities observed or suspected by the Customer in relation to the part of the Connection that is present on the Customer's property, including the Measuring Device and any broken seals;
 - b. notifying Nuon in writing at least four weeks in advance of intended changes to a bank account number and/or invoicing address;
 - c. notifying Nuon by no later than 1 November prior to the supply year of an intended replacement and/or modification of the Customer's connection. In case of the actual replacement and/or modification of the Connection, Nuon will be entitled to review the prices and charges agreed with the Customer.
2. The Customer is obliged to notify Nuon in writing and by registered post by no later than 1 November prior to the supply year of an intended relocation, change in address details, any discontinuation of its business activities, change of name or trade name, a business takeover, a legal or de facto merger, a division or hive off and/or any other radical change in its business structure and/or management. If the Customer wishes to purchase gas from another GRS (e.g. in case of relocation) during the term of the Supply Agreement, the existing obligations under the Supply Agreement towards Nuon with regard to the Annual Volume, costs of National Transmission and Services and Contract Capacity will remain fully in force. Any additional costs incurred as a result of the Customer purchasing gas from another GRS will be payable by the Customer. The Customer must notify Nuon in writing as soon as possible of any intended or actual changes as referred to above.
3. In cases as referred to in paragraph 2 of this article, the provisions of Article 14, paragraphs 1 and 2 (including the three-month notice period) will remain fully in force. In these cases, the Customer may request Nuon to adjust the current Supply Agreement to the changed circumstances. Nuon must cooperate with such a request insofar as this can reasonably be expected of it. Nuon may attach conditions to this cooperation.
4. Unless otherwise agreed, the Customer must ensure that Nuon is placed in possession of the signed Supply Agreement as well as all other necessary information and the correct data for the specific performance of the Supply Agreement immediately after the Supply Agreement is entered into and by no later than 1 November prior to the supply year. If Nuon does not have the Customer's correct data by 1 November prior to the supply year, it will not be liable for any breach in the performance of the Supply Agreement.

Any costs that Nuon incurs as a result hereof are payable by the Customer.

Article 16 Switch of Supplier

1. The Customer warrants to Nuon that it has no current contractual agreements with one or more suppliers on the commencement date of the Supply Agreement. The Customer is deemed to have terminated any supply agreements with any other suppliers for the supply of gas via the Supply Point(s) mentioned in the Supply Agreement in due time.
2. If a Non-Profile Customer terminates the Supply Agreement in order to purchase gas from a third party and no supply agreement has been entered into with this third party by the date on which the Supply Agreement is terminated, or no notice has been received from the Energy Clearing House that the Non-Profile Customer has actually switched supplier ('switch notice'), Nuon will terminate the Supply of gas for that Non-Profile Customer by sending an 'end-of-supply notice' to the Regional Network Operator.
3. If a Profile Customer terminates the Supply Agreement in order to purchase gas from a third party and no supply agreement has been entered into with this third party by the date on which the Supply Agreement is terminated, or no notice has been received from the Energy Clearing House that the Profile Customer has actually switched supplier ('switch notice'), Nuon will continue the Supply of gas for that Profile Customer for a period of one month after the date on which the Supply Agreement is terminated. The gas supplied after the date on which the Supply Agreement is terminated will be charged to the Profile Customer together with the additional costs incurred by Nuon as a result of that supply. If the switch notice is still not received by the last day of the one-month period, the Supply Agreement will be deemed to have been extended, as referred to in Article 14, paragraph 2, with the Profile Customer's consent.
4. If the Customer switches to a supplier other than Nuon without having lawfully terminated the Supply Agreement and if the Customer, after having received a notice of default in this regard, does not cooperate with the continuation (switching back) of the Supply Agreement, it will incur a fine, immediately due and payable to Nuon, which will be calculated according to the formula: the number of months of the remaining term of the Supply Agreement, subject to a maximum of three months, divided by twelve, multiplied by the contracted volume of gas in the year concerned and the price per m³, as specified in the Supply Agreement. An administration fee of one hundred euros per connection will be charged in addition to the fine. The fine will be charged to the Customer notwithstanding Nuon's right to claim specific performance of the Supply Agreement by the Customer as well as compensation, insofar as this exceeds the aforementioned fine.

Article 17 Unforeseen Circumstances

1. In case of unforeseen circumstances, including but not limited to legislative amendments, by reason of which the continued existence of the Supply Agreement and/or General Terms and Conditions in their unaltered form is no longer permitted or can no longer be required of one or both of the Parties according to criteria of reasonableness and fairness, the Parties must consult with each other to decide on an amendment of the Supply Agreement and/or these General Terms and conditions to bring them into line with the changed circumstances as far as possible.
2. Upon ascertaining an amendment of the Dutch Gas Act, the Gas Measurement Conditions, other Codes and Conditions, and further applicable statutory or other rules, Nuon will be entitled to implement any amendment to these General Terms and Conditions in order to bring them into line with those amended rules. Such an amendment does not entitle the Customer to terminate the Supply Agreement early.

Article 18 Dutch Personal Data Protection Act [Wet bescherming persoonsgegevens]

1. When an application is made for a service or product, Nuon shall ask the Customer to provide business data. This data is used within the Nuon group for the approval of the application, the performance of the Supply Agreement, customer relationship management and marketing. Nuon may also use this data to inform the Customer about relevant products and services. If information about products and services is not required, the Customer may state this in writing to Nuon Sales Nederland N.V., Postbus 41920, 1009 DC Amsterdam.
2. Nuon uses a central database of suppliers (CCP) so that the Customer can be informed about any overlap of the Supply Agreement with another supply agreement. Nuon reserves the right to have the term and notice period of the Supply Agreement, as well as information about the Customer's payment practices recorded in the CCP and to request information relating to the Customer from the CCP.

Article 19 Confidentiality

1. The Parties must endeavour to ensure that the information they become aware of under the Supply Agreement and which they know or ought to know is of confidential nature is not disclosed to third parties, unless the other party gives written consent for such disclosure. In particular, the Parties will not distribute the information referred to in this article in a wider circle within their organisations than is necessary for the proper performance of the Supply Agreement.
2. The Parties must also impose the duty of confidentiality described in this article on third parties that they engage for the performance of this agreement. This provision does not apply insofar as one or both of the Parties are obliged on the basis of legislation or a request or instruction of any competent authority to disclose the aforementioned information to a third party and likewise does not apply to information that was already lawfully in the public domain by other means at the time of its disclosure.

Article 20 Waiver of Rights

If one or both of the Parties do not enforce compliance with one or more provisions of the Supply Agreement at any time, or do not invoke their rights under the Supply Agreement, this may not be construed as a waiver of the right to do so at a later stage, nor will any failure to act as referred to above restrict the Supply Agreement or the rights and obligations of the Parties under this Supply Agreement in any way.

Article 21 Assignment of Supply Agreement/Change of Legal Form

1. The Customer may only assign its rights and obligations under the Supply Agreement to a third party after Nuon has given its prior written consent for this.
2. Nuon is entitled to fully or partially assign the Supply Agreement or all rights and obligations under this Supply Agreement, to encumber it with limited rights in favour of a third party insofar as possible, or to arrange for it to be taken over by a third party by means of a contract takeover (in accordance with Section 159, Book 6 of the Dutch Civil Code). The Customer agrees irrevocably and unconditionally to such an assignment, encumbrance or contract takeover and shall cooperate irrevocably and unconditionally in that regard. The Parties hereby agree that any transfer of control over Nuon, its parent company, its assets or the assets of its parent company will not entitle the Customer to terminate the Supply Agreement.
3. The Supply Agreement will remain fully in force if the legal form of one or both of the Parties is changed.

Article 22 Applicable Law and Disputes

1. Dutch law applies to the Supply Agreement and these General Terms and Conditions.
2. If one or more disputes arise between the Parties, the Parties must do their utmost to settle those disputes out of court within six months, if possible by appointing a mediator from the NMI (Netherlands Mediation Institute) in Rotterdam.
3. Disputes that are not settled out of court in the manner as described in the previous paragraph will be brought before the Amsterdam District Court, which will then have sole jurisdiction.

Article 23 Final Provisions

1. The effective date of these General Terms and Conditions is 1 July 2011.
2. Nuon reserves the right to amend these General Terms and Conditions. Amendments must be communicated to the Customer in due time and will only become effective thirty days after their announcement unless another date is mentioned in the announcement. The amended General Terms and Conditions will apply to all existing Supply Agreements with the Customer.
3. These General Terms and Conditions are available for inspection at Nuon and may be obtained there free of charge on request. These General Terms and Conditions may also be consulted at www.nuon.nl/grootzakelijk under customer service/terms and conditions.