

General Terms and Conditions

Electricity and gas wholesale



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1. Definitions

Unless stated otherwise, the following definitions apply in these General Terms and Conditions:

Connection

A connection as described in Article 1(1)(b) of the Electricity Act or Article 1(1)(m) of the Gas Act which is mentioned in the contract. Connection within the meaning of this contract also includes an allocation point.

Allocation point

Virtual point at the connection transfer point, where the energy exchange between an installation and the grid is administratively assigned to a customer as if metering had taken place at the transfer point of the connection.

CTA

A connection and transmission agreement between the customer and a network operator, setting out the connection conditions and the specific technical and commercial facilities relating to the connection and use of the network.

Contract

The contract between Scholt Energy and the customer for electricity and/or gas supply or injection, including the appendices and these General Terms and Conditions.

Contract Value

The amount of electricity and/or gas still to be supplied or injected by the customer on the basis of all ICE Endex fixations performed by or on behalf of the customer, multiplied by the fixation price. Volumes can be recorded at different times and at different fixation prices.

Day-ahead market

An energy exchange (EPEX/LEBA) for day-ahead purchase and sale of energy at variable prices.

Off-peak Hours

Every working day from 11:00 p.m. to 7.00 a.m., weekends and public holidays.

EAN code

A unique code consisting of 18 digits allocated per connection or allocation point by the system operator in accordance with European Article Numbering.

Electricity

The electricity to be supplied or injected under the contract.

Electricity Act

The Act of 2 July 1998, regulating the production, transmission and injection of electricity, including amendments thereto.

Energy programme

A programme drawn up by a balance responsible party and submitted to the transmission system operator, containing a 24-hour programme for each programme time unit:

- i. the balance of transport on all connection(s) for which the balance responsible party is responsible;
- ii. the net volume of all energy transactions with other programme managers;
- iii. the volume of each import and export transaction.

Metering company

The person who, in accordance with the provisions under or pursuant to the Electricity Act or the Gas Act, is authorised to install the metering device and to record the metering data.

Flexibility services

Matching supply of gas to demand for gas.

Gas

The natural gas to be supplied pursuant to the contract or gas to be injected as defined in Article 1, paragraph 1 (b) of the Gas Act.

Gas Act

The Act of 22 June 2000, covering the transmission and supply of gas, including amendments thereto.

GGs

The gas gate station forms a connection between the national grid and the regional grid, or the customer's gas pipe. The location of the GGS determines the level of national transmission costs.

Contracted Annual Volume

The annual volume in kWh and/or m3 per connection, as set out in the contract, that the customer expects to off-take or produce.

Purchasing Group

A group of customers for which Scholt Energy or an authorised third party perform ICE Endex fixations.

Installation

The assembly of electrical or gas equipment and cables of the customer, to be calculated after the connection transfer point.

Customer

A natural person or legal entity that has (a) connection(s) to the grid with a total minimum throughput value greater than 3x80 amperes and/or 40m³ per hour and enters into or wants to enter into a contract with Scholt Energy.

National transmission costs

The costs of transporting gas over the transmission network to the GGS, including the supply of flexible (peak) off-take per hour.

Supply

The supply of electricity and/or gas by Scholt Energy to the customer under the contract, consisting of the supply of electricity and/or gas by Scholt Energy to the grid and off-take by the customer via the connection(s).

Supply Period

The period agreed in the contract during which actual supply by Scholt Energy and/or injection by the customer takes place, including any extension of that period on the basis of the contract.

Market Value

The amount of electricity and/or gas to be taken off or injected by the customer on the basis of all ICE Endex fixations performed by or on behalf of the customer, multiplied by the ICE settlement price on a day to be determined by Scholt Energy.

Metering equipment

The whole set of equipment, the purpose of which is at least to measure the electricity or gas exchanged.

Grid

One or more connections for the transmission of electricity and/or gas and the associated transformer, switching, distribution, and substations and other auxiliary equipment, except insofar as these connections

and auxiliary equipment form part of a direct line or are located within the customer's installation.

(Grid) connection point

For electricity, the physical point marking the boundary between the connection and the grid operator's grid and, for gas, the part of the connection from the gas transmission grid to the first shut-off valve.

Grid Operator

A company that has been designated pursuant to Articles 10, 13 or 14 of the Electricity Act or Article 2 of the Gas Act for the operation of one or more grids.

Imbalance

The difference between the energy programme and the realised sum of the injection/off-take on all connections for which a balance responsible party is responsible, during a certain period of time.

Party or Parties

The customer and Scholt Energy are each referred to as a Party and jointly as the Parties.

Peak hours

Every working day from 7:00 a.m. to 11:00 p.m.

Production Installation

An installation consisting of one or more production units for the production of electricity or gas.

Balance responsible party

A market party that has been recognised by the transmission system operator as being responsible for the programme and is therefore entitled to actually exercise programme responsibility.

Programme Responsibility

The responsibility of customers, other than customers as referred to in Article 95a(1) of the Electricity Act and/or Article 43 of the Gas Act, and licensees to draw up, or have drawn up, energy programmes relating to the production, transport and consumption of electricity and/or gas for the benefit of the network operators and to behave in accordance with the conditions laid down in those energy programmes.

Futures market

An energy exchange (ICE Endex) for purchase and sale of electricity and/or gas at variable prices. Depending

on the product chosen, customers have the option of purchasing part of their contracted annual volume from Scholt Energy at a fixed price in accordance with the terms of the contract (ICE Endex fixation).

Injection

The injection of electricity and/or gas by the customer to Scholt Energy under the contract, consisting of the feeding in of electricity and/or gas by the customer to the grid and off-take by Scholt Energy via the connection(s).

Scholt Energy

Scholt Energy Control B.V., having its registered office at Parallelweg Oost 35, 5555 XA Valkenswaard, registered in the Trade Register of the Chamber of Commerce under number 17175781.

2. Applicability

- a.** The most recent version of these General Terms and Conditions applies to all offers from and agreements with Scholt Energy with regard to the injection of electricity and/or gas.
- b.** Deviations from and additions to these General Terms and Conditions shall only be binding on Scholt Energy if they have been agreed in writing.
- c.** Scholt Energy expressly rejects the applicability of the customer's General Terms and Conditions.
- d.** If one or more provisions of these General Terms and Conditions should be or become null and void, the remaining provisions of these General Terms and Conditions, or the contracts concluded between the customer and Scholt Energy to which these Terms and Conditions apply, shall remain in full force and effect, and the parties shall by mutual agreement provide for a new arrangement to replace the ineffective provision while retaining its purpose and purport in as far as is possible.

3. Conclusion of contract

- a.** An offer by Scholt Energy can only be made in writing.
- b.** All offers made by Scholt Energy are non-binding. An offer made by Scholt Energy is also non-binding if it includes a deadline for acceptance.
- c.** The contract is concluded upon receipt by Scholt Energy of a written acceptance of this offer by the customer, unless Scholt Energy revokes the offer immediately after acceptance.
- d.** If the acceptance by the customer deviates from

the offer, this shall be regarded as a new offer by the customer and as a rejection of Scholt Energy's entire offer, even if it only deviates on minor points.

- e.** Acceptance by the customer of any offer made by Scholt Energy is irrevocable.
- f.** Any additional arrangements, changes and/or promises made after the conclusion of the contract, either verbally or in writing by Scholt Energy employees, representatives or other intermediaries, are not binding, unless confirmed by Scholt Energy to the customer in writing.

4. Scope of supply and injection

- a.** For the purposes of supply, the customer shall purchase from Scholt Energy all electricity and/or gas for the operating or functioning of all current and future installations of the customer connected to the grid via the connection(s). Scholt Energy makes this amount of electricity and/or gas available to the customer for the supply period via the connection(s), possibly differentiated according to off-peak and peak hours. Installations which, at the time of the conclusion of this contract, have already been placed with an energy supplier other than Scholt Energy via a separate allocation point shall not fall under the scope of this article.
- b.** With regard to injection, Scholt Electricity/ shall procure from the customer all electricity and/or gas produced by the production-installation and fed into the grid via the connection(s), to the extent expressly stipulated by the parties in the contract.

5. Ownership and Risk

- a.** Ownership of and risk relating to electricity and/or gas supplied are transferred to the customer at the (grid) connection point.
- b.** Ownership of and risk relating to electricity and/or gas fed in are transferred to Scholt Energy at the (grid) connection point.

6. Connection and Transmission Agreement

- a.** The customer shall conclude a CTA with the grid operator for a connection in order to fulfil its obligations to Scholt Energy under this contract. The customer may not invoke force majeure vis-à-vis Scholt Energy for any damage relating to or arising from the CTA.
- b.** By signing the contract, the customer authorises Scholt Energy to request a copy of the CTA from the grid operator.

- c. Scholt Energy charges the customer national transport costs for the supply and injection of gas in accordance with the Transmission Service Conditions of the transmission system operator.

7. Metering

- a. The customer shall ensure that a recognised metering company, responsible for its metering and metering device, is appointed.
- b. The customer hereby authorises Scholt Energy, to request all data on behalf of the customer, including in all circumstances metering data, required for the proper performance of this contract from the grid operator and/or the metering company.
- c. The extent of supply and injection shall be measured in accordance with the applicable provisions of or pursuant to the Electricity Act/Gas Act. The customer shall ensure that the grid operator provides Scholt Energy at all times with all relevant data required for billing by Scholt Energy.
- d. The customer shall ensure that the metering device meets the requirements set by or pursuant to the Electricity Act/Gas Act. For any period during which the metering device does not meet these requirements, the customer shall owe Scholt Energy any costs incurred. These costs will be added to a future bill.
- e. The customer shall not perform any actions that would prevent the determination or the accurate determination of the extent of supply and injection or prevent the proper functioning of the metering device.
- f. Scholt Energy must have access to the metering data of that month within 10 working days of the end of each month. If Scholt Energy has not been provided with these data, Scholt Energy may determine the extent of supply and injection for that month by means of estimates based on data available to it. If the metering data are available at a later date, the extent of energy supply and injection for the period in question will be calculated again on that basis and processed in a future bill.

8. Inspection of the metering device

- a. In the event of doubt as to the correctness of the metering, both the customer and Scholt Energy can demand that the metering device be examined.
- b. The costs of the inspection shall be borne by the party at whose request the inspection is carried out. Scholt Energy is entitled to pass the costs on the

customer if the inspection shows that the deviation is greater than permitted under or pursuant to the provisions of the Electricity Act/Gas Act.

- c. If inspection of the metering device shows that the deviation of the metering device is greater than tolerated under provisions of the Electricity Act/Gas Act, Scholt Energy shall determine the scope of the supply/injection on the basis of the results of the inspection. This scope will be recalculated over the period during which the metering device functioned incorrectly.
- d. If the inspection of the metering device does not provide a usable measurement for determining the scope of supply/injection, Scholt Energy estimates the scope of the supply/injection over the relevant period on the basis of the data available to Scholt Energy.

9. Programme Responsibility

Scholt Energy takes over responsibility for the programme for the duration of the supply/injection period from the customer and is entitled to transfer this responsibility to a Balance responsible party approved by the transmission system operator, with due observance of the provisions of or pursuant to the Electricity Act/Gas Act.

10. Billing and Payment

- a. Amounts billed by Scholt Energy must be paid in accordance with the terms of payment agreed in the contract.
- b. If the customer has opted for direct debit (SEPA) and it is not possible to offset any amount payable under the contract due to a circumstance attributable to the customer, Scholt Energy is entitled to convert the method of payment of the contract into payment by bill, with an unchanged payment term, and the customer will be charged a monthly surcharge of EUR 40.00 per connection per bill.
- c. The customer's obligation to pay a bill shall not be suspended or waived in the event of any customer objections to the bill.
- d. The customer is not entitled to offset the amount billed under the contract against any amount owed to the customer by Scholt Energy.
- e. The volume-based fee that Scholt Energy charges its customers for the service that it provides shall be revised on an annual basis on 1 January (calendar year = n) following commencement of the supply period on the basis of the 'service price index

(DPI), index 2015 = 100', as published by Statistics Netherlands. In the event of the discontinuation of publication of the DPI, a comparable annual price index shall be used to the extent that is possible. Indexation shall under no circumstances give rise to the fee being reduced.

$$\text{Indexation year } n = \text{fee year } n - 1 * \left(\frac{\text{average DPI Q1 to Q3 year } n - 1}{\text{average DPI Q1 to Q3 year } n - 2} \right)$$

11. Non-compliance

- a. Should the customer fail to comply with any obligation under the contract, Scholt Energy is entitled to suspend its obligations without prior notice and/or to terminate the programme responsibility for the customer, without this leading to any liability on the part of Scholt Energy with regard to the customer. Scholt Energy is also entitled to claim performance, dissolution and damages (including consequential damages and interest). Costs incurred by Scholt Energy in this regard shall be borne by the customer.
- b. Should the customer fail to pay the amount of a bill, fail to pay it in full and/or fail to pay it on time, or if the direct debit based on the authorisation issued cannot be made, the customer will automatically be in default.
- c. From the day the customer is in default until the day a bill is paid in full, the customer shall owe Scholt Energy, on grounds of late payment, statutory interest on the outstanding amount in question. This is without prejudice to Scholt Energy's right to reimbursement by the customer of the costs of judicial or extrajudicial collection with a minimum of 15% of the outstanding amount. These amounts are immediately due and payable irrespective of the actual costs incurred by Scholt Energy.
- d. The customer is obliged to notify Scholt Energy in writing without delay of the failure or foreseeable failure to perform an obligation, stating the reasons that make or will make it impossible for it to perform the obligation in question and the probable duration of such failure to perform. Such notification shall not affect its obligations under these General Terms and Conditions.

12. Liability

- a. The inability to supply/inject electricity and/or gas as a result of the malfunction or non-functioning of an installation, a connection, a network or a measuring device, or the absence of a CTA, however, shall be

at the expense and risk of the customer, as well as damage caused by or related to the acts or omissions of network operators, metering companies or third parties.

- b. Scholt Energy shall only be liable towards the customer for damage resulting from an intentional act or gross negligence on the part of Scholt Energy or its direct management. Except in these cases, liability on the part of Scholt Energy is excluded.
- c. If and in so far as the liability Scholt Energy is established, its liability is limited to direct damage, which means that indirect damage and/or consequential damage, including loss of revenue, are excluded.
- d. Should supply/injection be impossible due to a circumstance occurring on or after the (grid) connection point and not attributable to Scholt Energy, the customer shall owe Scholt Energy, in addition to the imbalance costs, the other costs incurred by Scholt Energy during this period.
- e. Any notification of a claim for damages by the customer must be sent to Scholt Energy by registered mail within one month of the date on which the damage occurred or within one month of the date on which the damage could reasonably have been discovered. If the customer has not notified Scholt Energy within this period, the claim shall lapse and Scholt Energy reserves the right not to pursue it.
- f. Any liability on the part of Scholt Energy is limited to the amount which, in the case in question, can be claimed under the liability insurance taken out by Scholt Energy, increased by the amount of the excess which, on the basis of the policy terms, is borne by Scholt Energy in the case in question.

13. Transfer

Without the prior written consent of Scholt Energy, the customer is not permitted to use the electricity and/or gas supplied other than for the purpose of its connection(s), or to continue to supply gas and/or electricity or make them available to third parties.

14. Production

Without the prior written consent of Scholt Energy, the customer is not permitted to have its own production installation or to make use of any other generating capacity.

15. Secrecy

- a. The content of the contract and all information obtained by the parties under the contract shall be regarded as confidential information. During the supply/injection period as well as two years after the end of the contract, the parties undertake to keep this confidential information completely confidential.
- b. Confidential information will only be provided to third parties after obtaining the written consent of the other party and in cases where this is required by law or a court ruling.
- c. Scholt Energy may use the customer's name as a reference.

16. Contract

- a. The contract is inextricably linked to these General Terms and Conditions and contains all agreements between the parties relating to the present supply/injection of electricity and/or gas and replaces all previous written and verbal agreements made by the parties in this respect.
- b. The customer remains bound by what is stipulated in or under the contract and General Terms and Conditions until it has fulfilled all of its obligations arising therefrom.
- c. Supply/injection shall commence on the date stipulated in the contract, unless the grid operator has approved the connection(s) with an earlier or later date. If this is the case, this earlier or later date shall count as the starting date of supply/injection.
- d. The customer authorises Scholt Energy to do all that is necessary to ensure that supply/injection commence on the start date.
- e. If the connection(s) or the read-out frequency of the connection(s) changes during the supply/injection period, or is not correctly specified by the customer on commencement of the contract, Scholt Energy has the right to amend the terms and conditions, prices and supply fees of the contract in accordance with the product used by Scholt Energy for that connection.
- f. Depending on the chosen product, the customer has the possibility to perform ICE Endex fixations. If the market value of these ICE Endex fixations has fallen by 15% or more (for supply) or has risen (for injection) relative to the contract value and/or this difference exceeds EUR 15,000.00, Scholt Energy shall be entitled to request the customer to pay a deposit equal to this difference. Deposits within the meaning of this article must be paid

within five days of Scholt Energy making a written request to the customer. Should the customer fail to comply with this obligation, it is automatically in default and further ICE Endex fixations cannot be performed. In this case, Scholt Energy is entitled to cancel ICE Endex fixations already performed and charge the difference between market value and contract value to the customer if

- i. the market value is lower than the contract value in the case of ICE Endex fixations for supply and/or
- ii. the market value is higher than the contract value in the case of ICE Endex fixations for injections.

Scholt Energy is further entitled to terminate the contract immediately and without judicial intervention, and to charge the customer for lost income for the remaining term of the contract, to be calculated by multiplying the contractual compensation for Scholt Energy and the greening fee by the remaining contract volume, calculated on the basis of the annual volume contracted, plus the remaining fixed fee. The deposit will be returned to the customer's account at the end of the contract if the latter has fulfilled the obligations arising under the ICE Endex fixations.

- g. If the customer is a member of a purchasing group, Scholt Energy shall, notwithstanding the provisions of Article 16(f), charge the customer under the security deposit described therein in proportion to its share in the total volume of the purchasing group, which share shall be calculated by dividing the contracted annual volume of the customer by the contracted annual volume of the purchasing group.
- h. If the customer is a member of a purchasing group and a situation as described in Article 17(b) occurs with regard to one of the participants in the purchasing group, Scholt Energy is entitled to allocate the obligations arising from the ICE Endex fixation performed on behalf of the member to the other members, at Scholt Energy's discretion. The customer irrevocably and unconditionally agrees to such a transfer or allocation and shall cooperate with it irrevocably and unconditionally.
- i. The recharged costs as determined by Scholt Energy are binding on the customer, subject to proof to the contrary.
- j. In all cases for which the contract does not make provision, the parties shall consult with each other with a view to finding a solution acceptable to both parties to the situation which has arisen.

- k.** Unless otherwise stated in the contract, the contract may only be amended or supplemented in writing and with the agreement of both parties.

17. Supply period and termination of contract

- a.** The contract shall be in force for the supply period specified. During this period, the customer cannot terminate the contract early. After this supply period, the contract shall be tacitly renewed for a period of one year on the same terms and conditions, fees and charges as set out in the contract, unless one of the parties informs the other by registered mail exclusively at least three months prior to expiry of the supply period that it does not wish to extend the contract. However, Scholt Energy is entitled to change the costs of greening with regard to the extension.
- b.** Notwithstanding the provisions under (a), Scholt Energy may suspend the performance of the contract or terminate the contract with immediate effect and without judicial intervention if the customer has been declared bankrupt, has requested suspension of payments, if the Natural Persons Debt Rescheduling Act ("Wet Schuldsanering Natuurlijke Personen") is declared applicable, if the customer is liquidated or ceases to exist, is dissolved or ceases to exist, and Scholt Energy may terminate the contract with immediate effect and without judicial intervention should the customer fail to fulfil one or more of its obligations, fail to fulfil it (them) on time or fail to fulfil it (them) properly. Scholt Energy retains the right to payment of all amounts owed by the customer to Scholt Energy, including compensation for costs, damages, whether consequential or not, and interest.
- c.** If the contract ends and the customer has performed ICE Endex fixations, Scholt Energy is entitled to charge the difference between the market value and the contract value to the customer if
 - i.** the market value is lower than the contract value in the case of ICE Endex fixations for supply and/or
 - ii.** the market value is higher than the contract value in the case of ICE Endex fixations for injection. If the customer is a member of a purchasing group, the customer will be charged a portion of the reported amount based on the customer's share of the total volume of the purchasing group, which share will be calculated by dividing the customer's contracted annual volume by the sum of the contracted annual volumes of the members of the purchasing group.

18. Amendment of the General Terms and Conditions

- a.** These General Terms and Conditions and the rules and regulations applicable under them may be amended by Scholt Energy. Amendments shall enter into force thirty days after the day on which they have been notified to the customer, unless the notification specifies a later date of entry into force.
- b.** Amendments also apply to existing contracts.
- c.** A notice posted on Scholt Energy's website indicating that the Terms and Conditions have been amended and are available for inspection at Scholt Energy's offices and free of charge on request shall serve as notice.

19. Transfer

- a.** The customer is only entitled to transfer this contract or the rights and obligations arising hereunder to a third party with the prior written consent of Scholt Energy.
- b.** Scholt Energy is entitled to transfer this contract or all rights and obligations hereunder to third parties. The customer irrevocably and unconditionally agrees to such a transfer and shall cooperate with it irrevocably and unconditionally.

20. Governing Law and Dispute Resolution

- a.** The contract as well as the General Terms and Conditions are governed by Dutch law.
- b.** Disputes between the customer and Scholt Energy concerning the conclusion or performance of the contract may be submitted by either the customer or Scholt Energy to the Geschillencommissie Energie voor de zakelijke markt, Postbus 90600, 2509 LP The Hague, the Netherlands, www.degeschillencommissie.nl or to the competent court in the Netherlands.
- c.** A dispute shall only be heard by the Disputes Committee if the customer has first submitted its complaint to Scholt Energy within a reasonable time after it has discovered or could reasonably have discovered the fact on which the complaint is based. No later than twelve months after the complaint has been submitted to Scholt Energy, the dispute must be submitted to the Disputes Committee.
- d.** Disputes whose financial interest exceeds the amount of €50,000 cannot be handled by the Disputes Committee.
- e.** If the customer brings a dispute before the Disputes

Committee, Scholt Energy is bound by this choice.

- f.** Should Scholt Energy wish a dispute to be settled, it proposes to the customer that the dispute be heard by the Disputes Committee. By doing so, Scholt Energy gives notice that it will bring the dispute before the competent court if the customer does not agree to the settlement of the dispute by the Disputes Committee within five weeks. In the event that the customer has rejected the request or has not responded within the period of five weeks and if Scholt Energy has not brought the dispute before the competent court within two months, the customer may still bring the dispute before the Disputes Committee.
- g.** The Disputes Committee pronounces its decision subject to the conditions laid down in the Regulations of the Energy and Water Disputes Committee for the business market. Decisions of the Disputes Committee are issued by means of a binding opinion.
- h.** The hearing of a dispute is subject to a fee, paid by the applicant that files the dispute. The applicant will receive (part of) the allowance paid back if it (partly) proved right.

21. Information Obligation, Amendments

- a.** The customer is obliged to give Scholt Energy the necessary cooperation in the application and implementation of the provisions in or under the contract and these General Terms and Conditions and the monitoring of compliance with these in particular:
 - i.** Immediately notify Scholt Energy of all data, events and changes in circumstances which may be relevant to the performance of the contract such as, changes in consumption, damage observed or suspected by it, defects or irregularities in the part of the connection(s) present in its plot, including the metering device, including breaking of the seal;
 - ii.** Notify Scholt Energy in writing at least four weeks in advance of intended changes to bank account number and billing address;
 - iii.** Notify Scholt Energy in writing at least four weeks in advance of intended replacement and/or modification of the customer's connection(s); in the event of actual replacement and/or modification of the connection(s) Scholt Energy is entitled to revise the prices and fees agreed with the customer.
- b.** The customer is obliged to inform Scholt Energy in writing at least four weeks in advance of an intended

relocation, changed address details, a possible strike at its business, (trade) name changes, a company takeover, a (legal) merger, a demerger or sale of a business unit and/or any other major change in the company structure and/or management of the customer.

- c.** In the cases referred to under (a) and (b) of this Article, the provisions of Article 17 under (a) remain in full force and effect. In these cases, the customer may request Scholt Energy to adapt the applicable contract to the changed circumstances. Scholt Energy will then assess whether it will cooperate with such a request, entirely without obligation. Scholt Energy may attach conditions to this cooperation.
- d.** If, in the opinion of Scholt Energy, there is a change in the customer's business operations as a result of which the purchase of electricity via one or more of the connections decreases significantly or ends prematurely, Scholt Energy is entitled to charge the customer for loss of revenue, to be calculated by multiplying the contractual fee for Scholt Energy and the greening fee by the lost contract volume, determined on the basis of the contracted annual volume, and increasing it by the fixed fee.
- e.** The customer is responsible for ensuring that Scholt Energy has, at least four weeks prior to the start date of the contract, the correct data for the proper performance of the contract.

22. Change in Supplier

- a.** The customer warrants to Scholt Energy that, on the date on which the contract should commence, it has no current contractual obligations with one or more other supplier(s). In particular, the customer shall be deemed to have terminated its contracts with other energy suppliers in good time.
- b.** Should the customer terminate its contract with Scholt Energy in order to obtain its electricity and/or gas from a third party, and electricity and/or gas supply/injections with this third party have not yet commenced on the desired switch date, or if notification has been received from EDSN that the customer has actually switched supplier, Scholt Energy is entitled to continue the supply/injection to the customer for a period of 14 working days after the desired switch date. Electricity and/or gas supplied during the above period of 14 working days after the desired switch date. Electricity and/or gas supplied during the above period will in this case be charged to the customer on the same

terms and conditions, fees and costs as those set out in the contract. If no notice has been received after this 14-day period from EDSN, the contract is deemed to have been extended with the consent of the customer as referred to in Article 18(a), unless Scholt Energy expressly waives extension.

- c. If the customer switches to a supplier other than Scholt Energy without validly terminating the contract, or without observing the agreed notice period, the customer shall be deemed to have given notice in breach of the notice period and shall owe Scholt Energy compensation (a penalty payment) without any written notice of default being required. The aforementioned compensation consists of Scholt Energy's loss of revenue for the remaining supply/injection period, to be calculated by multiplying the contractual fee for Scholt Energy and the greening fee by the remaining contract volume, determined on the basis of the annual volume contracted, increased by a one-off administration fee of EUR 100.00, (excluding VAT) and the remaining fixed fee per connection. If the customer has performed ICE Endex fixations, these will be cancelled by Scholt Energy and the difference between the market value and the contract value will be charged to the customer if
 - i. the market value is lower than the contract value in the case of ICE Endex fixations for supply respectively
 - ii. the market value is higher than the contract value in the case of ICE Endex fixations for injection.If the customer is a member of a purchasing group, then for ICE Endex contracts, the customer will be charged a portion of the reported amount based on the customer's share of the total volume of the purchasing group, which share will be calculated by dividing the customer's contracted annual volume by the contracted annual volume of the purchasing group.
- d. The penalty will be charged to the customer without prejudice to Scholt Energy's right to claim performance and without prejudice to Scholt Energy's right to claim damages, insofar as they exceed the aforementioned penalty.

23. Residential function

For each primary allocation point for the supply of electricity that has a residential function, the government grants a discount on the energy tax levy. This tax discount will be deducted from the bill. A residential function

is granted to objects that can serve (temporarily or otherwise) as a residence or for the purpose of running a business or profession or otherwise have a residential function and have a connection. Scholt Energy deducts the tax discount based on the data on the residential function of a connection, as shown in the Central Connections Register. The customer is responsible for the correct passing on of information relating to the residential function. Any subsequent taxation in connection with an incorrect granting of the tax credit will be recovered from the customer.

24. Final Provision

- a. These General Terms and Conditions Electricity and Gas wholesale enter into force on 10 August 2022.
- b. These General Terms and Conditions are available for consultation at Scholt Energy and are available there on request free of charge. These General Terms and Conditions can also be consulted at www.scholt.nl/gtc.
- c. These General Terms and Conditions have been filed with the Chamber of Commerce Oost-Brabant in Eindhoven under registration number 17175781.
- d. The Privacy Statement is applicable to these General Terms and Conditions. The Privacy Statement can be consulted at www.scholt.nl.