

# General Terms and Conditions

Electricity and gas large-scale use



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## **Scholt Energy Trading B.V.**

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## 1. Definitions

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

### 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.

### Balance responsibility

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

### Balance responsible party

A market party approved by the national grid operator as a balance responsible party.

### 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.

### Contract

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

### Contract value

The volume of energy yet to be taken off or injected by the customer based on all fixations executed by or on behalf of the customer, multiplied by the fixation price. Volumes may be fixed at different times and at different fixation prices.

### Contracted annual volume

The annual volume in kWh and/or in m<sup>3</sup> per connection, as laid down in the contract, that the customer anticipates taking off or injecting.

### CTA

A connection and transmission agreement between

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

### 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 40m<sup>3</sup> per hour and enters into or wants to enter into a contract with Scholt Energy.

### Day-ahead market

Day-ahead purchase and sale of energy at variable prices in accordance with the product terms and conditions in the contract.

### EAN code

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

### Electricity Act

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

### Energy

The electricity to be supplied or injected in accordance with the contract as referred to in the Electricity Act and the natural gas to be supplied or injected in accordance with the contract as defined in Article 1(1)(b) of the Gas Act.

### Energy programme

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

- i. The balance of transports across all connection(s) for which it is the balance responsible party;
- ii. The net scope of all energy transactions with other balance responsible parties;
- iii. The scope of each import and export transaction.

### Fixation

Depending on the chosen product, the option for the customer to take off or inject a portion of its contracted annual volume from Scholt Energy at a futures market

price (fixation price), in accordance with the product terms and conditions in the contract.

### **Flexibility services**

Matching supply of gas to demand for gas.

### **Futures market**

The purchase and sale of energy at fixed futures prices in accordance with the product terms and conditions in the contract.

### **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.

### **Grid**

One or more connections for the transport of energy 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 in a specific period between the energy programme and the realised sum of the injection/off-take on all connections for which a balance responsible party exercises balance responsibility.

### **Injection**

The injection of energy by the customer to Scholt Energy on the basis of the contract, comprising the provision

of energy by the customer through the connection(s) to the grid.

### **Installation**

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

### **Market value**

The volume of energy yet to be taken off or injected by the customer on the basis of all fixations executed by or on behalf of the customer, multiplied by the ICE Endex settlement price on a day to be determined by Scholt Energy.

### **Meter operator**

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 metered data.

### **Metering equipment**

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

### **National transport costs**

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

### **Off-peak hours**

Every working day from 11 p.m. to 7 a.m., weekends and public holidays.

### **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 a.m. to 11 p.m..

### **Production installation**

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

### **Purchasing group**

A group of customers for which Scholt Energy or an authorised third party implements fixations.

## Scholt Energy

Scholt Energy Trading 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 50103962 .

## Supply

The supply of energy by Scholt Energy to the customer on the basis of the contract, comprising the provision of energy by Scholt Energy through the connection(s) to the grid.

## 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.

## 2. Applicability

- a. Deviations from and additions to these General Terms and Conditions shall only be binding on Scholt Energy if they have been agreed in writing.
- b. Scholt Energy expressly rejects the applicability of the customer's General Terms and Conditions.
- c. 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 General 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. The contract is concluded upon receipt by Scholt Energy of a written acceptance of this offer by the customer. 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.
- c. Acceptance by the customer of any offer made by Scholt Energy is irrevocable.
- d. 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 energy for the operation 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 energy available to the customer for the supply period via the connection(s), differentiated according to off-peak and peak hours if applicable. 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 Energy shall procure from the customer all energy produced by the production installation(s) 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 energy supplied are transferred to the customer at the (grid) connection point.
- b. Ownership of and risk relating to energy injected are transferred to Scholt Energy at the (grid) connection point.

## 6. Connection and Transport Agreement

- a. The customer shall conclude a CTA with the grid operator for a connection in order to comply with its obligations to Scholt Energy under this contract.
- 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 national grid operator.

## 7. Metering

- a. The customer shall ensure that an recognised meter operator is appointed for its metering equipment and metering.
- b. The customer hereby authorises Scholt Energy, to request all data, including in all circumstances

metered data, required for the proper performance of this contract from the grid operator and/or the meter operator.

- c. The scope of supply/injection is measured in accordance with the respective provisions of the Electricity Act/Gas Act. The customer shall ensure that Scholt Energy has access to all relevant data required for the purpose of invoicing.
- d. The customer shall ensure that the metering equipment complies with the requirements imposed upon it by or in accordance with the Electricity Act/Gas Act.
- e. In the event of doubt as to the correctness of the metering, both the customer and Scholt Energy can demand that the metering equipment be examined. In the event that the metered data are found to be incorrect, Scholt Energy shall determine the volume of supply/injection on the basis of the results of the investigation and incorporate that scope into an invoice to the customer.
- f. In the event that Scholt Energy does not have the metered data required for invoicing in time, Scholt Energy may estimate the scope of supply/injection for that month. If the metered data are available at a later date, the scope of actual supply/injection for the period in question shall be calculated again and incorporated into an invoice to the customer.

## 8. Balance responsibility

Scholt Energy assumes balance responsibility for the duration of the supply period from the customer and is entitled to transfer this responsibility to a recognised balance responsible party approved by the national grid operator, with due observance of the provisions of or pursuant to the Electricity Act/Gas Act.

## 9. Invoicing and payment

- a. Amounts invoiced 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 the collection of any amount due in accordance with the contract is not possible due to a circumstance that can be attributed to the customer, Scholt Energy shall be entitled to charge the customer flat-rate compensation for damages in the amount of EUR 40.00 per connection per invoice. If the customer pays the fee on the basis of this penalty clause, the obligation to pay by direct debit (SEPA) shall lapse in relation to that invoice. The obligation

to pay by direct debit (SEPA) shall be restored for future invoices.

- c. The customer's obligation to pay an invoice shall not be suspended or waived in the event of any customer objections to the invoice.
- d. The customer shall not be entitled to settle an amount invoiced on the basis of the contract with any amount that is owed to the customer by Scholt Energy.
- e. The volume-based fee that Scholt Energy charges the customer 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 price index shall be used to the extent that is possible. Indexation shall under no circumstances give rise to the fee being reduced.

*Indexation year n =*

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

## 10. Non-compliance

- a. Scholt Energy is authorised to suspend its obligations under the contract, or to dissolve the contract, in the event that, following prior notice of default, the customer fails to comply with one or more obligations under the contract, even if those obligation(s) can be assigned only minor significance. In the event that compliance with one or more contractual obligations on the part of the customer is permanently impossible, the customer shall immediately be in default without prior notice of default, thereby meaning that Scholt Energy may dissolve the contract with the customer with immediate effect. Scholt Energy reserves the right to claim compensation for damages from the customer from the moment at which the customer is in default.
- b. In the event that Scholt Energy dissolves the contract with the customer as a result of the default on the part of the customer, the customer shall owe Scholt Energy flat-rate compensation for damages, comprising:
  - i) The lost revenue of Scholt Energy over the remaining supply period, to be calculated by multiplying the contractual fee for Scholt Energy, to include the fee for flexibility services for gas, the fee for green electricity and/or CO2 offsetting of gas, by the remaining contract volume, determined on the



basis of the contracted annual volume, plus a one-off administration fee of EUR 100.00 (excl. VAT) and the remaining standing charge per connection; and

**ii)** The difference between the contract value and the market value for fixations that have already been executed, provided that:

**a.** The market value is lower than the contract value in the case of fixations for supply, or

**b.** The market value is higher than the contract value in the case of fixations for injection. In the event that the customer is a member of a purchasing group, then for fixations, the customer shall 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. The flat-rate compensation for damages shall be charged to the customer without prejudice to the right of Scholt Energy to claim full compensation for damages in so far as this exceeds the flat-rate compensation for damages.

- c.** From the day the customer is in default until the day an invoice 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.

## 11. Liability

- a.** Scholt Energy is not liable for damage caused by or in connection with the services provided by grid operators or meter operators, such as faults or interruptions to the supply of energy or metering.
- b.** Scholt Energy shall only be liable to the customer for damage that results from intent 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 of Scholt Energy is established, its liability is limited to direct damage, which means that indirect damage and/or consequential damage, including loss of profit, are excluded.
- d.** In all cases in which Scholt Energy is liable to pay compensation for damages, that liability shall

be limited to twice the average monthly invoice amount (incl. taxes), to be calculated over the past twelve months, at all times limited to EUR 100,000 per event and per calendar year.

- 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.

## 12. Transfer

Without the prior written consent of Scholt Energy, the customer is not permitted to use the energy supplied other than for the purpose of its connection(s), or to supply this energy or make it available to third parties.

## 13. Confidentiality

- 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 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.

## 14. 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 energy and replaces all previous written and verbal agreements made by the parties in this respect.
- b.** Following termination of the contract, the customer remains bound by the provisions of the contract, until it has complied with all obligations arising from the contract.
- c.** Taking into consideration the applicable market terms, Scholt Energy shall endeavour to ensure that supply/injection starts on the start date as stated in the contract.
- d.** In the event that the grid operator has approved the

connection(s) with a date other than the start date, supply/injection shall start on that date.

- e. The customer warrants to Scholt Energy that, for the duration of the supply period, it has no ongoing contractual obligations with one or more other supplier(s) in relation to the connections. In particular, the customer shall be deemed to have terminated its contracts with other energy suppliers in good time.
- f. The customer irrevocably authorises Scholt Energy to do whatever is required for supply/injection to occur and for the contract to be performed.
- g. If the connection(s), the off-take category and/or the read-out frequency of the connection(s) changes during the supply period, or is not correctly specified by the customer on commencement of the contract, Scholt Energy shall be entitled to amend the terms and conditions, prices and fees of the contract in accordance with the product used by Scholt Energy for that connection or off-take category.
- h. 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.
- i. Unless otherwise stated in the contract, the contract may only be amended or supplemented in writing and with the agreement of both parties.

## 15. Mark to market

- a. Depending on the chosen product, the customer has the option to execute fixations.
- b. If the market value of these 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 that the customer pay a security deposit equal to this difference. Security deposits within the meaning of this article must be paid within five business 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 fixations cannot be executed. In that case, Scholt Energy shall be entitled to cancel fixations that have already been executed and charge the customer the flat-rate compensation for damages as set out in Article 10(b)(ii). Scholt Energy shall also be entitled to dissolve the contract immediately and without legal intervention and to charge the customer the flat-rate compensation for damages as set out in Article 10(b)(i). The foregoing

is without prejudice to the right of Scholt Energy to claim compensation for damages to the extent that this exceeds the flat-rate compensation for damages.

- c. The security deposit will be returned to the customer's account at the end of the contract if the customer has complied with the obligations arising in accordance with the fixations.

## 16. Purchasing group

- a. If the customer is a member of a purchasing group, Scholt Energy shall, notwithstanding the provisions of Article 15(b), charge the security deposit referred to in that article to the customer in proportion to the customer's share of the total volume of the purchasing group, which share shall 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.
- b. If the customer is a member of a purchasing group and the contract between Scholt Energy and a member in the purchasing group is terminated prematurely, Scholt Energy shall be entitled to allocate the obligations arising from the fixations executed for the participant to the other members, at the discretion of Scholt Energy. The customer irrevocably and unconditionally agrees to such a transfer or allocation and shall cooperate with it irrevocably and unconditionally.

## 17. Supply period and termination of contract

- a. The contract shall be in effect for the supply period specified. The customer cannot terminate the contract prematurely during this period. Following the supply period, the contract shall be automatically renewed on each occasion for a period of one year unless a party issues a cancellation at least three months prior to expiry of the supply period by sending an e-mail to the other party. The customer must send an e-mail to [service@scholt.nl](mailto:service@scholt.nl). This e-mail must be received by Scholt Energy in good time. Scholt Energy shall be entitled to amend the costs for green electricity and CO2 offsetting of gas in respect of the renewal.
- b. In all cases in which the contract is terminated prematurely and the customer has executed fixations, Scholt Energy shall charge the customer the amount in accordance with Article 10(b)(ii).



## 18. Change of supplier

- a. In the event that the customer has terminated its contract with Scholt Energy in order to obtain its energy from a third party, and on its desired date of change the supply/injection of energy by that third party has not yet begun or notification has not yet been received via market reports that the customer has actually changed supplier, Scholt Energy shall be entitled to continue the supply/injection to the customer for a period of ten business days after the desired date of change, with the same terms and conditions, fees and costs as incorporated into the contract. If no market report has been received after this period of ten business days, the contract shall be deemed to have been renewed with the consent of the customer as referred to in Article 17(a), unless Scholt Energy expressly waives renewal.
- b. In the event that the customer changes to another supplier in violation of the provisions of this contract, the customer shall owe Scholt Energy flat-rate compensation for damages, to be calculated in accordance with the provisions of Article 10(b).
- c. The flat-rate compensation for damages shall be charged to the customer without prejudice to the right of Scholt Energy to claim compliance and full compensation damages in so far as this exceeds the aforesaid flat-rate compensation for damages.

## 19. Amendments to 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 effect thirty days after the day on which they have been notified to the customer, unless the notification specifies a later date of entry into effect.
- b. Amendments shall also apply in relation to existing contracts.
- c. A notice posted on Scholt Energy's website indicating that the General 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.

## 20. Transfer

- a. The customer shall only be entitled to transfer this contract or the rights and obligations arising hereunder to a third party with the prior written consent of Scholt Energy, which shall not withhold consent on unreasonable grounds.

- b. Scholt Energy shall be 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.

## 21. 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 in relation to the conclusion or performance of the contract may be submitted to the competent court in the local authority in which Scholt Energy has its seat by either the customer or Scholt Energy.

## 22. Obligation to inform

- a. The customer is obligated to inform Scholt Energy promptly of any changes and circumstances that may be of significance to the performance of the contract, to include in any event changes to administrative data, a change in consumption, discontinuation of business activities, relocation and a change of name.
- b. If, in the opinion of Scholt Energy, there is a change to the customer's business operations as a result of which the supply/injection of energy via one or more of the connections decreases significantly or ends prematurely, Scholt Energy shall be entitled to charge the customer for loss of revenue, to be calculated by multiplying the contractual fee for Scholt Energy and the fee for green electricity and CO2 offsetting of gas by the lost contract volume, determined on the basis of the contracted annual volume.
- c. The customer is responsible for ensuring that Scholt Energy has, at least four weeks prior to the start of the supply period, the correct data for the proper performance of the contract. In the event that Scholt Energy requires additional information from the customer during the supply period for the performance of the contract, the customer shall provide this information to Scholt Energy promptly.

## 23. Designated accommodation function

For each primary allocation point for the supply of electricity that has a designated accommodation function, the government grants tax relief on the energy tax levy. This tax relief shall be incorporated into the invoice. A designated accommodation 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 designated accommodation function and have a connection. Scholt Energy applies the tax relief at each primary allocation point, unless the customer specifies otherwise. The customer is responsible for the correct passing on of information relating to the designated accommodation function. Any subsequent taxation in connection with an incorrect granting of tax relief will be recovered from the customer.

## **24. Final Provision**

- a.** These General Terms and Conditions for Electricity and gas large-scale use enter into effect on 29 January 2024.
- b.** These General Terms and Conditions are available for consultation at Scholt Energy from where they may also be obtained free of charge on request. These General Terms and Conditions can also be consulted at [scholt.nl/trading/gtc](https://www.scholt.nl/trading/gtc).
- c.** These General Terms and Conditions have been filed with the Chamber of Commerce Oost-Brabant in Eindhoven under registration number 50103962.
- d.** The Privacy Statement is applicable to these General Terms and Conditions. The Privacy Statement can be consulted at [www.scholt.nl](https://www.scholt.nl).