

# General conditions for the supply of electricity to the business market dated 1 January 2007

## Article 1 Definitions

The definitions used in the Supply Agreement and in these General Conditions and that have been written using an upper-case letter are defined terms and are defined in the same way in the List of Definitions laid down in the law, as stated below, except where expressly provided for otherwise in these General Conditions. The following additional definitions shall apply to these General Conditions:

**Connection and Transmission Agreement:** the agreement that the Buyer has to enter into with the Grid Company of the district in which the Buyer's Grid Connection Point(s) is/are located.

**Buyer:** the natural person that carries out an independent profession, or a sole trader, legal entity, foundation, association, religious body or government body with which Nuon has entered into a Supply Agreement.

**General Conditions:** the present General Conditions for the Supply of electricity to the business market.

**List of Definitions:** the list of definitions dated 1 July 2005 referred to in Article 31, paragraph 1, under a, b and c of the Electricity Act 1998, which can be consulted at [http://www.dte.nl/images/BEGRIJPPEN-LIJST%20per%201072005\\_tcm7-74888.pdf](http://www.dte.nl/images/BEGRIJPPEN-LIJST%20per%201072005_tcm7-74888.pdf)

**CCP:** Vereniging Contract Controle Protocol Energiesector.

**EAN Code:** a unique code comprising eighteen figures that is assigned to each Connection.

**Acknowledged Party Having Electricity Metering Responsibility:** the party that, in accordance with the provisions of the Electricity Act 1998 or pursuant to the Act, is authorised to install the metering device and to record the metering data.

**Indirect damage, consequential loss or loss of income:** damage that is not a direct result of acts attributable to Nuon. This shall include but shall not be limited to loss of profits, loss of interest, damage to crops, loss of turnover and loss of third-party orders.

**Information Flow:** the information to be provided by the Buyer to Nuon with regard to the Supply of electricity and in the context of the Programme Responsibility to be assumed by Nuon. This information flow covers, but is not limited to, the following: (I) all relevant data relating to planned interruptions to carry out work and other planned deviations from the standard business operations; (II) all information relating to unplanned interruptions, breakdowns and (III) the consumption data and EAN Codes. The Information Flow covers the data named under (I) and (II) from both the Buyer and the Grid Company.

**Supply:** the service given by Nuon to the Buyer, whereby Nuon ensures that the volume of electricity contracted by the Buyer is made available on the Dutch electricity grid.

**Supply Agreement:** the agreement for supply between Nuon and the Buyer to which these General Conditions apply and in which data relevant to the Parties is documented along with the data relating to the transaction, such as the supply period, the contracted capacity, the supply profile, the volume of electricity contracted, the price, the Grid Connection Point, the EAN Code and suchlike.

**Metering Code, Grid Code, System Code:** these codes form part of the technical conditions that are laid down by the Office of Energy Regulation (DTe) and that can be consulted at [http://www.dte.nl/nederlands/elektricitit/regelgeving/secondaire\\_regelgeving/codes/index.asp](http://www.dte.nl/nederlands/elektricitit/regelgeving/secondaire_regelgeving/codes/index.asp)

**Nuon:** the company belonging to the Nuon group that is named in the Supply Agreement and that enters into the aforementioned agreement with the Buyer.

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

**Party/Parties:** the Buyer and Nuon shall each constitute a Party; they shall jointly be known as Parties.

## Article 2 Applicability

- These General Conditions apply to all offers (quotations) by and orders placed with Nuon for the sale and Supply of electricity by Nuon, and to all agreements with Nuon relating thereto, unless expressly agreed otherwise.
- The applicability of the (general) conditions of the Buyer is hereby expressly rejected.
- The Buyer may invoke provisions that differ from these General Conditions only if and in so far as these provisions have been agreed in writing with Nuon.
- In the event that any part of these General Conditions, for whatever reason, is declared invalid or is nullified, the remaining General Conditions shall remain in force and the Parties shall enter into discussions regarding a provision to replace the invalid provision, whilst retaining as much as possible of its import.
- In the event of a conflict between the provisions of these General Conditions and those of the Supply Agreement, the Supply Agreement shall prevail.

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

- All offers (quotations) by Nuon shall be binding for the period stated therein, unless expressly stated otherwise in writing.
- Acceptance by the Buyer of any offers (quotations) shall be irrevocable.
- Nuon shall only be bound by its offers (quotations) that are indicative or without obligation if it has confirmed them in writing or if it has started to carry out the services described in the quotations in question. Verbal undertakings or agreements by or with its staff shall not be binding on Nuon until and in so far as such undertakings or agreements have been confirmed in writing.
- These General Conditions shall also apply in full to amendments to offers (quotations) or to the Supply Agreement, unless otherwise agreed in writing.

## Article 4 Supply and offtake

- Throughout the term of the Supply Agreement the Buyer undertakes to take from the Dutch electricity grid the volume of electricity specified in the Supply Agreement and Nuon undertakes to make this volume of electricity available to the Buyer on the Dutch electricity grid under the conditions laid down in these General Conditions and in the Supply Agreement.
- The Buyer shall enter into the Connection and Transmission Agreement(s) referred to in Article 5 with the Grid Company or Companies so as to be able to take from the Dutch electricity grid the volume of electricity referred to in Clause 1 of this Article.
- Nuon shall make available from the Dutch electricity grid the volume of electricity referred to in Clause 1 of this Article for the personal use of the Buyer. The Buyer shall not be permitted to supply electricity to third parties without the express prior written consent of Nuon.
- Supply of electricity by Nuon to the Buyer shall commence on the first day of a calendar month, unless otherwise agreed in writing between the Parties.
- If, for whatever reason, the actual Supply commences earlier or later than agreed in the Supply Agreement, the obligation to supply under the Supply Agreement shall be deemed to start on the date of the actual supply. The original date for the termination of the Supply Agreement shall remain fully in force.

## Article 5 Connection, transmission and system services

- At its own expense and risk the Buyer has to enter into a Connection and Transmission Agreement with the appointed regional Grid Company or Companies in the district in which the Buyer's Grid Connection Point(s) is or are located.
- The Buyer guarantees that its Metering Device(s) satisfies or satisfy the prevailing statutory and other requirements during the term of the Supply Agreement.
- In the event that one or more of the agreements with the Grid Company or Companies referred to in Clause 1 of this Article are not concluded and/or are wholly or partially nullified, dissolved or terminated, this shall not result in the Supply Agreement being wholly or partially nullified, dissolved or terminated by the Buyer.

## Article 6 Metering device/determining the volume of the supply

- The Buyer shall ensure that a Metering Device has been or is installed and maintained at the Grid Connection Point(s) on the Buyer's instructions and at the Buyer's expense, having due regard to the provisions of these General Conditions.

- The Buyer shall ensure that the Metering Device is installed and that meter readings are taken in accordance with the Metering Code and other regulations applicable to meter readings.
- The Buyer shall ensure that a Party Having Electricity Metering Responsibility is appointed for the Buyer's Metering Device and meter readings.
- Unless otherwise agreed in writing, the volume of electricity taken by Buyer shall be determined on the basis of data obtained from the Metering Device.
- Unless otherwise agreed, the Buyer shall be deemed to have given Nuon its consent to request the necessary data from the Grid Company responsible. The Buyer shall bear the cost involved in supplying the data. If Nuon receives the data supplied directly by the aforementioned Grid Company or Companies and if and in so far as the Grid Company or Companies in question charges or charge the relevant costs to Nuon, Nuon shall refer the Grid Company or Companies in question to the Buyer. Nuon can never be obliged to pay any costs charged by the Grid Company or Companies.
- In the event that Nuon does not receive the data referred to in the preceding Clause on time and/or if an obvious error has been made in reading the meter or in processing the metering data, Nuon shall be entitled to determine the volume of electricity taken by the Buyer in accordance with the provisions of Clause 10 of this Article. This is without prejudice to Nuon's right to determine the actual volume of electricity taken, or to have it determined, on the basis of the readings from the Metering Device and to charge the Buyer accordingly.
- In the event of doubt concerning the accuracy of the Metering Device and/or the metering data, both the Buyer and Nuon may request clarification from the Party Having Electricity Metering Responsibility with regard to the Metering Device and/or the metering data in question. If doubt remains concerning the correct functioning of the Metering Device and/or the accuracy of the metering data, either of the Parties may demand that the Metering Device and/or the metering data be examined by another Party Having Electricity Metering Responsibility or expert, to be agreed between the parties within three weeks. In the event that the parties do not reach agreement within the specified period, Nuon shall be entitled to appoint another Party Having Electricity Metering Responsibility or by an expert. Nuon shall give the Buyer due notice of the involvement of the agreed Party Having Electricity Metering Responsibility or expert, or of that appointed by Nuon in accordance with the preceding sentence, as well as of the relevant costs and of the day and time when the examination shall be carried out. Each of the parties shall be entitled to be present during the examination or to be represented during the examination.
- The cost of the examination referred to in the preceding Clause shall be borne by the Party that is declared to be at fault or mainly at fault, without prejudice to any opportunities that this Party may have of recovering the cost from a third party.
- In the event that the examination of the Metering Device referred to in the preceding Clauses shows that the difference is greater than permitted by virtue of the requirements and provisions of Clause 2 of this Article, the volume of electricity delivered shall be determined on the basis of the outcome of the examination referred to in Clause 7 above. Recalculation shall take place over the period that the Metering Device has been functioning incorrectly, but for no longer than a period of twenty-four months starting from the date on which the examination was requested by one or both of the Parties.
- In the event that the examination does not result in any practicable benchmark for determining the volume of electricity taken by the Buyer, Nuon is entitled to estimate the offtake in the period in question by using the best data available to Nuon, with the following terms of reference:
  - the volume of the offtake in a earlier similar period of time, or
  - the average volume of the offtake in a preceding and/or following period of time, or another fair benchmark to be agreed between the Buyer and Nuon.

## Article 7 Programme Responsibility

- Unless agreed otherwise, the Buyer shall transfer the Programme Responsibility to Nuon, subject to the conditions and provisions of this Article.
- The Buyer shall provide Nuon with the Information Flow at its own expense.
- In the event that the Buyer has provided the Information Flow to Nuon, or has had it provided by the Grid Company responsible, late, incomplete or incorrectly, or in the event of breakdowns in communication links or in the equipment or programmes of the Parties and/or of third parties, Nuon shall be forced to carry out the Buyer's Programme Responsibility, where necessary on the basis of estimates. In that case any costs arising therefrom, including imbalance costs, shall be borne by the Buyer.
- In the event that the Buyer is in default (see Article 9 Clause 4 and Article 12 Clause 3 of these General Conditions), Nuon is entitled to cancel the Programme Responsibility with the Grid Company concerned. Nuon shall inform the Buyer of this immediately. Nuon shall not be liable for loss or damage incurred as a result of the cancellation of the Programme Responsibility.

## Article 8 Prices (tariff)

- The price to be paid to Nuon by the Buyer, along with other payments relating to the Supply of electricity, is laid down in the Supply Agreement. This price and other charges apply for the duration of the Supply Agreement.
- All amounts due by the Buyer by virtue of the Supply Agreement shall be increased by the taxes, surcharges and levies that Nuon is obliged or authorised by law to charge.
- Nuon reserves the right to alter the prices and other charges referred to in Clause 1 of this Article if the Buyer has not cancelled a fixed-term Supply Agreement in accordance with the provisions of Article 12 Clause 2 of these General Conditions, and the Supply Agreement is thereby tacitly renewed. In the event that this tacit renewal is repeated, Nuon shall again be authorised to apply price amendments in relation to the Supply Agreement, in accordance with this Clause 3.
- In the case of an open-ended Supply Agreement Nuon is entitled to alter the prices and other charges periodically in line with Clause 1 of this Article.

## Article 9 Invoicing and payment

- All amounts due to be paid by the Buyer under the terms of the Supply Agreement and in correlation with these General Conditions shall be charged by Nuon in the form of an invoice.
- Nuon is entitled to send an invoice, in principle monthly, either in advance (by way of an advance payment) or in arrears, on the basis of the Buyer's estimated consumption and in accordance with the provisions of Article 6 Clause 6, whereby for the determination of the estimated consumption the terms of reference referred to in Article 6 Clause 10 shall be used. Once a year, settlement shall be made with the Buyer on the basis of actual consumption during that year; any amounts overpaid by the Buyer during that year shall be refunded to the Buyer and any amounts to be claimed against the Buyer shall be charged.
- Payment of invoices must be made within fourteen days of the date of the invoice in question, to a bank account to be nominated by Nuon.
- The Buyer is not entitled for any reason whatever to suspend its payment obligations under the Supply Agreement.
- If the Buyer does not comply with its payment obligation, or complies partially or late, the Buyer shall be deemed to be in default. In that case, the Buyer shall be liable for payment of statutory interest on the outstanding amount, from the due date to the day of final complete settlement, without prejudice to Nuon's right to reimbursement of the judicial and extrajudicial costs. The amounts referred to in this Clause, including interest and costs, shall be payable on demand. The moment of payment is regarded as the moment when the amount due has been credited fully and irrevocably to Nuon's bank account.
- If and as soon as the Buyer is in default, Nuon is entitled to cancel the Programme Responsibility and the Supply of electricity to the Buyer. In the event of termination of the Supply, Nuon shall inform the Buyer whether the Supply Agreement is to be suspended or dissolved.
- Nuon is entitled to require a security deposit from the Buyer. Nuon shall determine in all reasonableness the amount of the security deposit, the period to which it relates and how it is to be provided. If circumstances change, Nuon is entitled to require the security deposit to be increased. At the end of the term of the Supply Agreement the security deposit paid by the Buyer shall be returned to the Buyer and Nuon shall be entitled to offset the security deposit against any outstanding debts owed by the Buyer to Nuon, of whatever nature.
- Nuon is entitled to require (additional) security from the Buyer in a form and/or to an amount specified by Nuon, e.g. a bank guarantee. If the Buyer fails to comply with Nuon's request for additional security within the stated period of time, Nuon is entitled to dissolve the Supply Agreement wholly or partially without

prior notice of default. In that case, Nuon reserves the right to reimbursement of costs, damages and interest, in accordance with the provisions of Article 12 Clause 3 of these General Conditions. In that case, all the amounts, of whatever nature, owing by the Buyer to Nuon shall be payable on demand.

9. The Buyer waives the right to offset any of the amounts owing by and to either Party.
10. The Buyer shall ensure that the costs involved in transmission and for realising and maintaining the Connection to the Grid, as well as in relation to metering and other services that have been carried out (hire of medium voltage transformer etc.) and the associated costs of the relevant Grid Company are charged directly to the Buyer. The Buyer shall ensure that these costs are paid.

#### Article 10 Non-attributable failure (Force Majeure)

1. Both parties shall be entitled to invoke Force Majeure if the performance of the Supply Agreement, in whole or in part, and whether temporarily or otherwise, is impeded or made difficult by circumstances in which no blame is attributable, whether by virtue of the law, any legal act or current opinions, to either of the Parties. The Parties agree that such circumstances shall include international conflicts, violent and armed acts, measures taken by any domestic or foreign authorities, measures taken by a regulatory body, boycotts, accidents or an event whereby the transmission of electricity has not been able to take place freely and without interruption, failure of the transmission grid, current failure in the grid and any breakdown of the grid, or any failure by the national grid manager and/or Grid Companies to fulfil their obligations to the Buyer and/or Nuon.
2. The Party wishing to invoke Force Majeure must immediately inform the other Party in writing of the existence and the reason for the (Force Majeure) situation.
3. In the event of Force Majeure, the invoking Party's obligations shall be suspended. If the Force Majeure lasts longer than three weeks, both Nuon and the Buyer shall be entitled to dissolve the part of the Supply Agreement that cannot be executed, by means of a written declaration. The Parties may enter into discussion with one another with regard to a possible amendment of the Supply Agreement, in such a way that it retains as much as possible of its original content and import. Notwithstanding the provisions referred to earlier in this Clause, the Buyer is entitled to dissolve the Supply Agreement, wholly or partially, only after all amounts owing to Nuon at the time of whole or partial dissolution have been paid, regardless of whether they are due and payable.

#### Article 11 Liability

1. Nuon's obligation to supply shall consist solely of making the contracted volume of electricity available, or having it made available, on the Dutch electricity grid. In no case is Nuon liable to the Buyer for any failure to perform other than in the case of this obligation to supply. (For the sake of clarity, and not to be taken as limitative, Nuon shall, for example, not be liable for Transmission and/or the Connection to the Grid, as the Buyer will have had to conclude a separate agreement for this with a Grid Company).
2. With regard to failure to comply with its obligations to supply, Nuon and/or the third parties employed by Nuon shall only be liable if this failure is imputable to Nuon. Except in the event of gross negligence or an intentional act or omission, Nuon's liability for indirect damage, consequential loss and/or loss of income shall be excluded at all times.
3. Any claim for damages by the Buyer must be submitted in writing by the Buyer to Nuon within fifteen working days of the date on which the damage occurred or within fifteen working days of the date on which the damage could reasonably have been established. If the Buyer does not submit a claim within this period and Nuon is therefore not given a timely opportunity to inspect and/or limit the damage, Nuon reserves the right not to give the claim further consideration.
4. In all cases where Nuon is obliged to pay damages, the amount per event and per year shall be limited to the definitive total amount that Nuon shall invoice or has invoiced the Buyer for the month in which the damage was sustained.

#### Article 12 Term and dissolution of the Supply Agreement

1. With the exception of the cases referred to in Article 4 Clause 5, the Supply Agreement goes into effect on the effective date laid down in the Supply Agreement and is valid during the term specified in the Supply Agreement. Premature cancellation or dissolution of the Supply Agreement is not possible, except as provided for in Article 10 Clause 3.
2. A fixed-term Supply Agreement shall, in accordance with the provisions of Article 8 Clause 3, be tacitly renewed on an ongoing basis for the duration of the original term, to a maximum of one year, unless one of the Parties has cancelled the Supply Agreement subject to a cancellation period of three calendar months. An open-ended Supply Agreement is subject to a cancellation period of at least three calendar months.
3. In the event that the Buyer fails to comply with one or more of its obligations, or complies partially or late, is declared bankrupt, applies for (provisional) suspension of payments, or if the natural Persons debt Rescheduling Act (WSNP) is declared applicable to the Buyer or if the Buyer proceeds with the liquidation of its company or a third party takes possession of its assets in whole or in part, Nuon shall be entitled to suspend the execution of the Supply Agreement or, without prior notice of default, to dissolve the Supply Agreement wholly or partially by means of a written declaration. All of this is in the opinion of Nuon, and Nuon shall always retain any attached rights to receive payment of all outstanding amounts owed by the Buyer to Nuon and reimbursement of all costs, including damages, consequential loss and interest.
4. The exercise by Nuon of its powers in accordance with this Article cannot lead to Nuon being liable for any losses that may arise as a result.

#### Article 13 Duty of information, changes

1. The Buyer shall be obliged to provide the necessary cooperation in the execution of the provisions of the Supply Agreement and these General Conditions and in checking that they are being complied with, in particular by:
  - a. Informing Nuon in writing as soon as possible of all data, incidents and changes in circumstances that could be significant for the execution of the Supply Agreement, such as damage, defects or irregularities observed or suspected by the Buyer with respect to the part of the Connection that is on the Buyer's property, including the Metering Device, including any broken seals;
  - b. Informing Nuon in writing at least four weeks in advance of intended changes to bank account number and invoice address;
  - c. Informing Nuon in writing at least four weeks in advance of intended replacement of and/or modification to the Buyer's Connection; in the event of actual replacement of and/or modification to the Connection, Nuon is entitled to revise the prices and charges agreed with the Buyer;
2. The Buyer shall be obliged to inform Nuon in writing by registered post at least four weeks in advance of a planned relocation, change of address details, any suspension of business activities, changes of name/trading name, a company takeover, a (legal) merger, a hive-off or sale of part of the company and/or any other radical change in the business structure and/or board of the Buyer.
3. In cases referred to in Clause 2 of this Article the provisions of Article 12 Clauses 1 and 2 (including the three-month cancellation period) remain fully in force. In these cases the Buyer may ask Nuon to amend the prevailing Supply Agreement in accordance with the changed circumstances. Nuon shall cooperate in such a request provided that this can reasonably be required of Nuon. Nuon may also attach conditions to this cooperation.
4. The Buyer is responsible for ensuring that Nuon has at its disposal, at least four weeks prior to the effective date of the Supply Agreement, the right data for a correct execution of the Supply Agreement. In the event that Nuon does not have the right data from the Buyer at least four weeks prior to the effective date of the Supply Agreement, Nuon shall not be liable for any failure to comply with the Supply Agreement. Costs incurred by Nuon as a result shall be borne by the Buyer.

#### Article 14 Switching Supplier

1. The Buyer guarantees to Nuon that on the date on which the Supply Agreement is supposed to come into effect the Buyer has no ongoing contractual obligations to any other supplier(s). The Buyer shall be deemed to have cancelled on time its supply agreement(s) with another supplier/other suppliers with respect to supply via the Grid Connection Point(s) referred to in the Supply Agreement.
2. In the event that the Buyer has cancelled the Supply Agreement in order to take electricity from a third party and on the date on which the Supply Agreement terminates no supply agreement has yet been concluded with this third party and no notification has been received from the Energy Clearing House that the Buyer has actually switched supplier, Nuon shall continue the Supply of electricity to the Buyer for a one-month period following the date on which the Supply Agreement terminates. The electricity supplied to the Buyer after the date on which the Supply Agreement terminates shall be charged to the Buyer along with the extra costs incurred by Nuon as a result of that supply. In the event that no switching notification has been received by the last day of the one-month period, the Supply Agreement shall be deemed to have been extended with the consent of the Buyer, as referred to in Article 12 Clause 2.

3. In the event that the Buyer switches to a supplier other than Nuon without legally cancelling the Supply Agreement and if the Buyer, having been given notice of default in that regard, fails to switch back to Nuon within fourteen days, the Buyer shall forfeit to Nuon an immediately payable penalty according to the following formula: the number of months remaining under the Supply Agreement (to a maximum of three months), divided by twelve, multiplied by the volume of contracted electricity in the year in question and the price per kWh, as stated in the Supply Agreement. The sum of one hundred euro per connection shall be added to the penalty for administration costs. The penalty shall be charged to the Buyer without prejudice to Nuon's power to demand that the Buyer honour the Supply Agreement and without prejudice to Nuon's power to claim damages, provided that those damages exceed the aforementioned penalty.

#### Article 15 Unforeseen circumstances

1. In the event of unforeseen circumstances, including, but not limited to, a change of legislation and regulations and movements in prices in the raw materials market, whereby it is no longer permitted for the Supply Agreement to continue unchanged in its current form or if this can no longer be required of one or both of the Parties according to criteria of reasonableness and fairness, the Parties shall enter into discussions with one another with regard to an amendment to the Supply Agreement and/or these General Conditions so as to bring it/them into line with the changed circumstances.
2. In the event of an amendment or addition to the Grid Code, System Code, Metering Code and any additional applicable legal or other regulations, Nuon shall be entitled to put through an amendment to these General Conditions to bring them into line with the changed regulations. Such an amendment does not give the Buyer the right to terminate the Supply Agreement prematurely.

#### Article 16 Personal Data Protection Act

1. At the start of a service or product Nuon asks the Buyer to provide Nuon with company data, which is used within the Nuon group to accept the application, to execute the Supply Agreement, for relationship management and for marketing. Nuon may also use this data to inform the Buyer about products and services that could be of relevance to the Buyer. In the event that the Buyer does not wish to receive information on products and services, the Buyer can make this known in writing to N.V. Nuon Business, Postbus 41920, 1009 DC Amsterdam.
2. Nuon uses a central database of suppliers (CCP) to keep the Buyer informed of any concurrence of the Supply Agreement with any other supply agreements. Nuon reserves the right to allow the term and cancellation period of the Supply Agreement to be recorded in this central database.
3. Nuon uses a central data bank of suppliers (CCP) so that an accumulation of debts by the Buyer can be identified and, if possible, prevented. Nuon reserves the right to allow the payment performance of the Buyer to be recorded in this central database.

#### Article 17 Confidentiality

1. Both Parties shall make every effort to ensure that information that reaches them in the context of the Supply Agreement and that they know or can reasonably be expected to know to be of a confidential nature is not disclosed to third parties without the prior written consent of the other Party. More especially, the Parties shall not circulate the information referred to in this Article within their organisation further than is necessary for proper performance of the Supply Agreement and shall impose the duty of confidentiality described in this Article on any third parties brought in for the performance of the Supply Agreement.
2. This provision does not apply if either or both of the Parties is/are legally obliged to disclose the confidential information to a third party, nor does it apply to information that had already legitimately obtained for another reason at the time of disclosure.

#### Article 18 Waiver of rights

In the event that at any time either or both of the Parties should not require compliance with one or more of the provisions of the Supply Agreement or not invoke its/their rights under the Supply Agreement, this shall not be regarded as a waiver of the right to do so at a later date, nor shall failure to do so as described above in any way restrict this Supply Agreement or the rights and obligations of the Parties under the Supply Agreement in any other way.

#### Article 19 Transfer of Supply Agreement/change of legal form

1. The Buyer shall be entitled to transfer its rights and obligations under the Supply Agreement to a third party only with the prior written consent of Nuon.
2. Nuon shall be entitled to transfer the Supply Agreement or all the rights and obligations under the Supply Agreement wholly or partially to a third party, wherever possible encumbered with rights in rem, or by way of contract takeover (as per Article 6:159 of the Netherlands Civil Code) to allow a third party to take them over. The Buyer agrees irrevocably and unconditionally to such a transfer, encumbrance or contract takeover and shall cooperate therein irrevocably and unconditionally. The Parties hereby agree that any transfer of control over Nuon or its parent company, its shares or the shares of its parent company does not give the Buyer any right to terminate the Supply Agreement.
3. The Supply Agreement remains fully in force if the legal form of either or both of the Parties changes.

#### Article 20 Applicable law and disputes

1. The Supply Agreement and these General Conditions shall be governed by the laws of the Netherlands.
2. In the event that any dispute arises between the Parties, the Parties shall make every effort to settle the dispute(s) out of court within a period of six months, if possible through the agency of a mediator of the NMI (Netherlands Mediation Institute) in Rotterdam.
3. Disputes that are not settled out of court as mentioned in Clause 1 of this Article shall be submitted to the District court of Amsterdam, which shall then enjoy exclusive jurisdiction.

#### Article 20 Final provisions

1. These General Conditions shall take effect on 1 January 2007.
2. Nuon reserves the right to amend these General Conditions. Amendments shall be made known to the Buyer in good time and shall only take effect thirty days after such notification, unless another date is mentioned in the notification. The amended General Conditions shall apply to all existing Supply Agreements with the Buyer.
3. These Conditions are available for inspection at Nuon and are obtainable from Nuon free of charge. These General Conditions can also be consulted on [www.nuon.nl/zakelijk](http://www.nuon.nl/zakelijk). The General Conditions have also been filed with the District court of Amsterdam.