

GENERAL TERMS AND CONDITIONS EP COMMODITIES B.V.

VERSION 2 - JUNE 2025

**FOR SUPPLY AND REDELIVERY OF
ELECTRICITY AND SUPPLY OF GAS
TO BUSINESS CUSTOMERS**

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GENERAL TERMS AND CONDITIONS FOR SUPPLY AND REDELIVERY OF ELECTRICITY AND SUPPLY OF GAS TO BUSINESS CUSTOMERS

Version 2 - June 2025

In case of discrepancies between the Dutch version ('Algemene Voorwaarden voor de (Terug)Levering van elektriciteit en gas aan zakelijke Klanten (Juni 2025)') and the English version ('General Terms and Conditions for Supply and Redelivery of electricity and Supply of gas to business Customers (June 2025)'), the Dutch version prevails.

ARTICLE 1

Applicability of General Terms and Conditions

- 1.1** These General Terms and Conditions are an inseparable part of the Agreement between EP NL energy and the Customer.
- 1.2** These General Terms and Conditions consist of the General Terms and Conditions for the Supply and Redelivery of electricity and gas to business Customers, the Appendix Small-Scale User Businesses, and the Glossary of Terms.
- 1.3** These General Terms and Conditions apply to all quotations, offers, and Agreements between EP NL energy and the Customer. Where the Appendix Small-Scale User Businesses deviates from the General Terms and Conditions, the Appendix prevails for individual business Customers with only one or more Small-Scale Use Connections, not being Small-Scale Use Connections within the meaning of article 1.4.
- 1.4** Under these General Terms and Conditions, business Small-Scale Use Connections that are part of a 'Multisite,' as referred to in article 95n of the Electricity Act and article 52c paragraph 1 of the Gas Act, are considered Large-Scale Use Connections.
- 1.5** The applicability of (general) terms and conditions of the Customer is expressly rejected.
- 1.6** Where these General Terms and Conditions refer to Supply, it should also be understood as Redelivery.
- 1.7** In case of conflict between a provision of these General Terms and Conditions and a provision of the Agreement, the Agreement prevails.
- 1.8** Changes to or additions to these General Terms and Conditions are only valid if agreed upon in writing between the Parties.

- 1.9** The invalidity of one or more provisions of these General Terms and Conditions does not affect the validity and full force of the remaining provisions.

ARTICLE 2

Agreement for Supply

- 2.1** All offers from EP NL energy are non-binding unless explicitly stated otherwise. Offers can be revoked until an agreement has been concluded.
- 2.2** All Agreements are concluded in writing.
- 2.3** The Agreement is for a fixed term unless otherwise agreed. If, after the expiration of the Agreement, the Customer has not accepted a new offer from EP NL energy, or no notification has been received from the Grid Operator that the Customer is actually switching suppliers ('Switch Notification'), the Supply by EP NL energy will be terminated.
- 2.4** EP NL energy has the express authority, but not the obligation, to convert the Agreement to an agreement with an indefinite term after the end date, if no Switch Notification has been received from the Grid Operator. EP NL energy will inform the Customer about this change and is entitled to adjust the terms, price, and any other fees as stated in the Agreement. Based on this agreement, EP NL energy will continue the Supply.
- 2.5** If the Agreement is converted to an agreement with an indefinite term, as described in article 2.4, the Agreement can be terminated at any time with a notice period of at least 30 days, starting from the 1st of the month.
- 2.6** The Parties remain bound by the provisions of the Agreement and the General Terms and Conditions until all obligations arising from the Agreement and General Terms and Conditions have been fulfilled.
- 2.7** In case of limitation, termination, or interruption of the Supply, as referred to in the General Terms and Conditions and the Agreement, the other provisions of the Agreement and the General Terms and Conditions remain in full force.

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2.8 EP NL energy is entitled to transfer the rights and obligations under the Agreement and these General Terms and Conditions to, or have them performed by, a third party. The Customer consents in advance to such a transfer.

2.9 The Customer guarantees to EP NL energy that during the agreed Supply period, no Supply Agreement for electricity or gas with another supplier is concluded for the Connection(s) at the Supply Address(es). The Customer is aware of their own responsibility to be contract-free during the agreed Supply period.

2.10 The Customer cannot transfer the rights and obligations arising from the Agreement to a third party without the written consent of EP NL energy. EP NL energy will not withhold consent if there are no reasonable grounds for doing so. A reasonable ground for refusal by EP NL energy is, in any case, if the third party is insufficiently creditworthy according to EP NL energy.

2.11 Both EP NL energy and the Customer (as well as a third party acting as a representative for the Customer) will treat the content of the Agreement as confidential and will not disclose it to third parties. EP NL energy is entitled to use and/or share customer data, not being personal data, with third parties under strict confidentiality for its own (market) research.

2.12 Changes to or additions to the Agreement are only valid if agreed upon in writing between the Parties.

2.13 If the Agreement is concluded with two or more Customers, each of those Customers is jointly and severally liable to EP NL energy for the fulfillment of the Agreement.

ARTICLE 3

Supply

3.1 EP NL energy undertakes to make electricity and/or gas available to the Customer at the Supply Address(es) during the Supply period of the Agreement. The Customer undertakes to take electricity and/or gas from EP NL energy at the Supply Address(es) under the terms and conditions of the Agreement and these General Terms and Conditions.

3.2 The electricity and/or gas supplied by EP NL energy is for the Customer's own use only, and the Customer may not resell it to third parties.

3.3 The Customer must, at their own expense and risk, ensure to conclude and maintain a Connection and transport agreement with the Grid Operator for the Large-Scale Use Connection(s).

3.4 For the Customer's Small-Scale Use Connections, EP NL energy will conclude and maintain the Connection and transport agreement on behalf of the Grid Operator with the Customer and will charge the periodic fees due under the Connection and transport agreement to the Customer. The Customer is obliged to pay these fees to EP NL energy. The Customer can only make payments to EP NL energy in order to discharge these fees.

3.5 In cases where the Grid Operator limits or interrupts the transport of electricity and/or gas, EP NL energy is authorized to suspend the Supply.

ARTICLE 4

Termination of Supply

4.1 EP NL energy is, after a prior notice of default (except as determined in article 7.9 and article 8.5), authorized to terminate the Agreement without judicial intervention if and as long as in any respect the Agreement and these General Terms and Conditions are not being complied with by the Customer. EP NL energy will only use the authority to terminate the Agreement if and to the extent that the non-compliance by the Customer justifies the termination.

4.2 In the event of (provisional) suspension of payments or bankruptcy, the Customer is obliged to inform EP NL energy in writing as soon as possible. Additionally, EP NL energy is authorized in these cases to suspend the Agreement or terminate it without prior notice of default.

4.3 If EP NL energy uses the authority to terminate the Agreement as referred to in this article, EP NL energy will confirm the termination in writing and with reasons. In these cases, EP NL energy is entitled to charge all costs, including the costs according to the Penalty Clause, as defined in the Appendix 'Glossary of Terms', to the Customer. These costs are immediately due and payable.

4.4 The use by EP NL energy of the authority to terminate the Agreement as referred to in this article cannot lead to liability of EP NL energy for any direct or indirect damage resulting from it.

4.5 In no case is EP NL energy obliged to pay the Customer the Mark to Market or any other amount related to the value development arising from the Agreement upon termination or otherwise undoing of the Agreement.

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ARTICLE 5

Metering Equipment

- 5.1** The Customer ensures that:
- A.** At their own expense and risk, one (or more) Metering Equipment is installed and maintained. The Metering Equipment must comply with the requirements set by applicable laws and regulations and any additional conditions set by the Grid Operator. The Customer ensures that a recognized Metering Responsible Party is appointed for the Metering Equipment and measurements.
 - B.** For the Small-Scale Use Connections that are part of the Agreement, the meter readings of the relevant Connection(s) are shared with EP NL energy before, but in any case at the start of Supply.
 - C.** The Grid Operator is timely informed of address or name changes, if applicable, including email address changes, and changes to IBAN number and correspondence address.
- 5.2** If necessary, the Customer cooperates so that the Grid Operator to whose Grid the Customer is connected provides EP NL energy with all relevant data for EP NL energy.
- 5.3** If EP NL energy does not or does not timely receive the meter readings and/or consumption data, or if an apparent error is made when recording the meter or processing the meter readings and/or consumption data, EP NL energy is authorized to estimate the volume of the Supply in the relevant period to the best of EP NL energy's available data. Once the correct data is available to EP NL energy to determine the actual Supply based on the meter readings and/or consumption data, EP NL energy will charge or settle this within a reasonable period through corrective invoices.
- 5.4** The Customer is prohibited from performing or having performed actions that prevent the volume of the Supply from being determined correctly or creating a situation that hinders the normal functioning of the Metering Equipment.
- 5.5** EP NL energy will collect meter readings annually. The Customer will record and provide meter readings to EP NL energy upon request. If at any time a physical reading of the meter readings by the Metering Responsible or the Grid Operator deviates from the meter readings used on an annual statement, EP NL energy will revise the annual statement if necessary.
- 5.6** If meter readings are not (timely) or incorrectly submitted by the Customer and the Customer submits a correction request based on an incorrect invoice due to incorrect meter readings or an estimate, EP NL energy reserves the right to charge an administrative fee of one hundred and fifty euros (€ 150) per Connection to the Customer.

- 5.7** By signing the Agreement, the Customer authorizes EP NL energy to read meter readings from the national portal (P4) if the Customer has Connections with a smart meter.

ARTICLE 6

Investigation of the Metering Equipment

- 6.1** Notwithstanding the provisions of the Connection and transport agreement, both the Customer and EP NL energy can request an investigation of the Metering Equipment if there is doubt about the accuracy of the measurement, in accordance with the provisions of or pursuant to the Connection and transport agreement. The Party that wishes to make use of this option will inform the other Party in writing as soon as possible and inform the other Party of the results as soon as possible.
- 6.2** In no case does such an investigation lead to the suspension or termination of the Customer's obligation to pay EP NL energy for the already invoiced volume of the Supply.
- 6.3** The costs of the investigation, as described in article 6.1, are borne by the party found to be at fault.
- 6.4** If the investigation of the Metering Equipment, as referred to in this article or in accordance with the provisions of or pursuant to the Connection and transport agreement, shows that the deviation of the Metering Equipment is greater than allowed, EP NL energy will determine the volume of the Supply in consultation with the Customer and the Metering Responsible Party based on the outcome of the investigation.
- 6.5** Re-calculation will take place over the period that the Metering Equipment has malfunctioned, but no more than twenty-four (24) months, counted back from the moment of removing the defective Metering Equipment. In the cases referred to in article 5.4, and if it is plausible that the Customer could have determined the inaccuracy of the registration, a full recalculation will take place.
- 6.6** If the investigation does not provide a usable standard for determining the volume of the Supply, EP NL energy is authorized to estimate the volume of the Supply in the relevant period to the best of EP NL energy's available data, using as a standard:
- the volume of the Supply in the corresponding period of the previous year; or
 - the average volume of the Supply in a preceding and a subsequent period; or
 - another fair standard determined by EP NL energy after consultation with the Customer.

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ARTICLE 7

Invoicing & payment

- 7.1** For the Supply, the Customer owes the amounts specified in the Agreement. Upon request, the Customer is obliged to provide the necessary data for determining the amounts due.
- 7.2** All amounts owed by the Customer under the Agreement will be increased by the taxes, surcharges, and levies that EP NL energy is required or authorized to charge based on a government decision.
- 7.3** All amounts owed by the Customer under the Agreement will be invoiced to the Customer by EP NL energy through a specified invoice.
- 7.4** Unless otherwise agreed in writing, an invoice must be paid within fourteen (14) calendar days of the invoice date. The statutory limitation period starts after the payment term of the relevant invoice has expired.
- 7.5** The obligation to pay is not suspended or terminated based on objections to the invoice. Only if there is a manifest error in the invoice, the Customer is allowed not to pay the disputed part of the invoice. In case of a suspension of payment, the Customer must indicate within the payment term, in writing and with reasons why the invoice is incorrect. If later investigation shows that the invoice is correct, the Customer owes statutory interest as referred to in article 7.10 on the part that was not paid on time.
- 7.6** The Customer can choose to pay the invoice by bank transfer via IBAN number or direct debit. Only if the Customer disagrees with the automatically debited amount as referred to in article 7.5, the Customer can have the disputed amount refunded after notifying and with the consent of EP NL energy. The Customer must contact the relevant bank within 14 days of the invoice date.
- 7.7** EP NL energy is entitled to offset any claims of the Customer against any amount the Customer still owes EP NL energy. The Customer is not entitled to offset the amounts charged and to be charged to the Customer with any amount EP NL energy owes the Customer.
- 7.8** Claims for the Supply of electricity or gas are considered one and indivisible. Payment in installments can only take place with the written consent of EP NL energy.
- 7.9** If the Customer does not, does not fully (except in the cases referred to in article 7.5), and/or does not pay on time, the Customer is, without further notice, in default by operation of law.

7.10 If and as soon as the Customer is in default, the Customer also owes interest for late payment equal to the statutory commercial interest as referred to in article 6:119a of the Dutch Civil Code, without prejudice to EP NL energy's right to compensation for judicial and/or extrajudicial collection costs. The amounts referred to in this article are immediately due and payable.

7.11 If the Customer defaults and/or EP NL energy terminates the Supply, EP NL energy is entitled, if applicable, to terminate the Programme Responsibility with the relevant Grid Operator. EP NL energy will inform the Customer of this immediately. EP NL energy is not liable for any damage suffered by the Customer as a result of terminating the Programme Responsibility.

ARTICLE 8

Security

- 8.1** EP NL energy is entitled to conduct a creditworthiness investigation of the Customer at any time to assess whether the Customer can fulfill the obligations under the Agreement. The Customer will cooperate with such an investigation.
- 8.2** If the creditworthiness of the Customer is deemed insufficient by EP NL energy, EP NL energy is entitled, at any time before or during the Agreement, to demand security from the Customer for the payment of the amounts owed under the Agreement. The form and amount of the security, referred to in this article, are reasonably determined by EP NL energy. The costs for providing the security are at the expense of the Customer.
- 8.3** The security referred to in article 8.2 will be equal to the amount that the Customer is expected to owe EP NL energy over a period of at least three (3) months for the Supply of electricity and four (4) months for the Supply of gas, increased by an amount for the potential negative trading results (Mark to Market) determined by EP NL energy, and must be provided within seven (7) calendar days of EP NL energy's request.
- 8.4** EP NL energy determines the securities to be provided and has a choice of:
- A. providing a liability statement from the Customer's parent company, valid for four (4) months after the end of the Supply, provided that this parent company is deemed sufficiently creditworthy by EP NL energy and/or;
 - B. a guarantee issued by a third party, valid for four (4) months after the end of the Supply, provided that the third party is deemed sufficiently creditworthy by EP NL energy and/or;

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- C. an unconditional and irrevocable bank guarantee, valid for four (4) months after the end of the Supply, issued by a reputable financial institution in the Netherlands, provided that institution is deemed sufficiently creditworthy by SUPPLIER and/or;
 - D. a deposit. The deposit will be refunded if the need for security is no longer deemed necessary by EP NL energy or four (4) months after the end of the Agreement or four months after the last Supply day, provided that EP NL energy has no further claims against the Customer and/or;
 - E. a periodic advance payment prior to Supply.
- 8.5** If the Customer does not comply with the request referred to in article 8.2, EP NL energy is entitled to:
- A. suspend the Supply for a period determined by EP NL energy; or
 - B. terminate or dissolve the Agreement with immediate effect or on a term chosen by EP NL energy.
- All resulting negative trading results (Mark to Market), direct and indirect damage, and associated costs are borne by the Customer. EP NL energy is not liable to the Customer in that case.

ARTICLE 9

Information obligation and other obligations of the Customer

- 9.1** The Customer is obliged to cooperate with EP NL energy in the execution of the provisions of the Agreement and these General Terms and Conditions and to monitor compliance with them, in particular by informing EP NL energy in writing at least four weeks in advance of intended:
- A. changes to IBAN number, email address, and invoice address for correspondence, invoicing, and meter readings;
 - B. replacement and/or adjustment of the Customer's Connection; in the event of actual replacement and/or adjustment of the Connection, EP NL energy is entitled to revise the prices and fees agreed with the Customer.
- 9.2** If the information obligation referred to in article 9.1 is not (timely) fulfilled, an amount of one hundred and fifty euros (€ 150) per Connection will be charged as administrative costs, and any other additional costs incurred as a result of not (timely) fulfilling the information obligation as described in article 9 will be charged.
- 9.3** The Customer is obliged to inform EP NL energy in writing at least four (4) weeks in advance of an intended move, change of address, possible cessation of business activities, (trade) name changes, a business takeover, a (legal) merger, a (de)merger or sale of a business unit, and/or any other significant change in the corporate structure and/or management of the Customer.

- 9.4** The Customer is obliged to inform EP NL energy in writing at least four (4) weeks in advance regarding (an intend to) a participation in an energy-hub ('energiegemeenschap'), or any other form of energy-sharing.

- 9.5** In cases as referred to in article 9.3 and 9.4 EP NL energy can reasonably adjust the applicable Agreement to the changed circumstances. If EP NL energy is not, or not timely, informed by the Customer about what is described in article 9.3, EP NL energy is entitled to claim the costs and damage incurred as a result of not (timely) informing.

- 9.6** The Customer is responsible for ensuring that EP NL energy has the correct data at least four (4) weeks prior to the start of the Supply for the correct execution of the Agreement. If EP NL Energy does not have the correct data of the Customer at least four (4) weeks before the start of the Supply, EP NL energy is not liable for any shortcoming in the performance of the Agreement. Any costs or damages incurred by EP NL Energy as a result will be borne by the Customer.

ARTICLE 10

Specific information obligation in case of changed consumption expectations

- 10.1** The Customer - with a contractual Annual Volume of more than 2,000,000 kWh or more than 800,000 Nm³ - is, for the purpose of consumption expectations, obliged to inform SUPPLIER as soon as possible (after detection) of:
- A. prior to the Supply year: Planned outages, such as maintenance stops, production changes on holidays and during vacation periods, etc. (the so-called stop calendar). The Customer must provide this expectation to EP NL energy one (1) month before the start of the Supply year;
 - B. during the Supply year: Anticipated changes regarding the planned outages, such as maintenance stops, production changes on holidays and during vacation periods, etc. The Customer must notify EP NL energy of the change at least one (1) month before the planned stop;
 - C. unplanned interruptions, malfunctions, disconnections, and/or other unplanned deviations from standard operations, as soon as possible, but within 24 hours;
 - D. substantial deviations in the actual amount of electricity to be consumed compared to the expected Monthly, Quarterly, and/or Annual Volume. A substantial deviation is defined as a deviation of more than 10% of the expected Annual Volume and/or a deviation that is more than 2,000,000 kWh of the expected Monthly, Quarterly, and/or Annual Volume;

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- E. substantial deviations in the actual amount of gas to be consumed compared to the expected Monthly, Quarterly, and/or Annual Volume. A substantial deviation is defined as a deviation of more than 10% of the expected Annual Volume and/or a deviation that is more than 800,000 Nm³ of the expected Monthly, Quarterly, and/or Annual Volume;
- F. deviations in the Forecasting Profile compared to the (previously provided by the Customer to EP NL energy) historical profile;

10.2 After EP NL energy has been timely informed by the Customer about what is described in article 10.1, EP NL energy will then reasonably determine under what conditions electricity and/or gas can be supplied to the Customer for the remaining agreed Supply period.

10.3 If EP NL energy is not, or not timely, informed by the Customer about what is described in article 10.1, EP NL energy is entitled, in addition to the options in article 10.2, to claim the costs and damages incurred as a result of not (timely) informing.

ARTICLE 11

Additional information obligation regarding own generation or storage installations

11.1 If the Customer installs, expands, or decommissions own generation or storage installations for electricity and/or heat (for example, but not limited to solar panels, a wind turbine, a battery, CHP, or E-boiler) and/or obtains possibilities to control and/or steer solar panels at the Supply Address(es) prior to or during the Supply period, the Customer must in all cases notify EP NL energy at least eight (8) weeks before these own generation or storage installations are installed or decommissioned.

11.2 If the change in these own generation or storage installations was not known to EP NL energy at the time of entering into the Agreement, EP NL energy is entitled, in all reasonableness, to determine under what conditions and at what prices the (remaining) agreed Supply period of electricity and/or gas will be supplied to the Customer. A change in prices or conditions based on this article 11 does not give the Customer the right to unilaterally terminate the Agreement. If the Customer does terminate the Agreement, EP NL energy will charge an immediately payable penalty to the Customer of at least the costs according to the Penalty Clause, as defined in the Glossary of Terms. Article 4.5 of these General Terms and Conditions also expressly applies to this.

11.3 If the Customer does not notify EP NL energy at least eight (8) weeks in advance of the installation or decommissioning of these own generation- or storage installations, EP NL energy is entitled to retroactively charge all (additional) costs and damages incurred by EP NL energy as a result of these own generation or storage installations to the Customer.

ARTICLE 12

Compliance with legislation and privacy

12.1 The Customer ensures is compliant with all applicable laws and regulations during the execution of this Agreement. The Customer specifically confirms;

- A. compliance with anti-corruption, anti-money laundering, and fraud legislation, such as, but not limited to, the WWFT (Anti-Money Laundering and Anti-Terrorist Financing Act). The Customer complies with this legislation.
- B. the Customer also expressly ensures to be familiar with national (Dutch) and European (EU) sanction lists, as well as sanction lists of the United States and the United Kingdom, and declares not to be listed on them, nor any of the employees or persons involved when entering into this Agreement. The Customer will immediately notify the supplier in writing of any change in this situation.

12.2 If EP NL energy deems it necessary, EP NL energy may ask the Customer questions in the form of a 'Know Your Customer' survey. The Customer is obliged to complete this survey truthfully within the prescribed period and share the required information with EP NL energy.

12.3 EP NL energy reserves the right, if the Customer does not comply with (any part of) articles 12.1 and 12.2, to suspend the obligations under this Agreement and terminate the Agreement with immediate effect without any form of liability, unless this results from intent or gross negligence of the supplier.

12.4 When the Customer is applying for a service or product, EP NL energy may request to provide company data to EP NL energy. This data is used within EP NL energy for accepting the application, executing the Supply Agreement, relationship management, and for marketing purposes. EP NL energy may also use this data to inform the Customer about relevant products and services. If the Customer does not wish to receive information about products and services, the Customer can notify EP NL energy by email.

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12.5 The Customer's company data may also contain personal data. EP NL energy treats this personal data with the utmost care and secures it according to high standards. EP NL energy will not process sensitive personal data. When and why EP NL energy requests personal data and how EP NL energy handles this personal data can be found on EP NL energy's website under privacy. This also includes information about the Customer's rights as a data subject, such as viewing and possibly adjusting customer data. It also includes how and when the Customer can object to the processing of personal data.

12.6 To comply with the rules for communication between market parties (Grid Operator, Metering Responsible Party, and suppliers) and for drafting and/or executing the Supply Agreement, EP NL energy shares company data, including information about the Customer's Connection(s) and contact details, with the central databases used in the energy market. EP NL energy reserves the right to record/let record this data regarding the Customer in these central databases during the term of the Supply Agreement.

ARTICLE 13

Switching Suppliers

13.1 If the Customer switches to another supplier ('Switch') before the Agreement with EP NL energy legally and if the Customer, after being notified of this switch, does not declare in writing within fourteen (14) days to switch back to EP NL energy or if the Customer wants to switch from another supplier to EP NL energy ('Switching'), but the Agreement does not become effective and/or Supply does not take place due to Customer's non-performance, EP NL energy will charge an immediately payable penalty to the Customer of at least the costs according to the Penalty Clause, as defined in the Appendix 'Glossary of Terms'. Article 4.5 of these General Terms and Conditions also expressly applies to this.

13.2 The penalty, as referred to in article 13.1, will be charged to the Customer without prejudice to EP NL energy's right to demand that the Customer still fulfills the Agreement and without prejudice to EP NL energy's right to claim any damages.

ARTICLE 14

Liability

14.1 EP NL energy's liability is limited to the attributable shortcomings towards the Customer in the context of the Supply. For example, EP NL energy is not liable for any shortcoming regarding the Connection(s) and/or the transport on the electricity and/or gas Grid.

14.2 EP NL energy is in no case liable for indirect, consequential, and/or operational loss, except in the case the loss is caused by intent or gross negligence by EP NL energy.

14.3 EP NL energy's cumulative liability in total is limited to twice the average monthly invoice amount (excluding VAT and levies) for the Supply of electricity and/or gas to the Customer arising from the Agreement, and at all times limited up to a maximum amount of one million euros (€ 1,000,000) per event and up to a maximum amount of five million euros (€ 5,000,000) per year.

14.4 EP NL energy is not liable if injury or damage is caused in any way by or in connection with services provided by a Grid Operator, such as transport, including limitations, suspension, or hindrance of the Supply.

14.5 The Customer indemnifies EP NL energy against third-party liabilities for claims arising from or related to the Agreement.

ARTICLE 15

Force majeure

15.1 A Party which is partially or in whole unable to fulfill its obligations under the Agreement due to force majeure in accordance with article 6:75 of the Dutch Civil Code is partially or in whole not obliged to fulfill these obligations, except for payment obligations and obligations related to notifications, if and to the extent that Party rightfully invokes force majeure.

15.2 The Party invoking force majeure shall notify the other Party in writing as soon as possible after the occurrence of the event of force majeure, stating the event and cause and, where possible, a reasonable estimate of the expected duration of the event of force majeure.

15.3 An invocation of force majeure is in any case justified if, but not limited to: natural disasters, war, rebellion, sabotage, calamities, the non-functioning or late functioning of pipelines, labor conflicts, government orders and prohibitions, and existing or threatening shortages of electricity and/or gas to be delivered due to a serious disruption of the balance between supply and demand. Force majeure also includes defects or limitations in or of the Grid and lack or excess capacity at the relevant Grid Operator.

15.4 If the force majeure has lasted at least three (3) weeks, both EP NL energy and the Customer have the right to terminate the non-executable part of the Agreement in whole or in part with immediate effect.

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- 15.5** (Partial) termination of the Agreement by the Customer is only possible after payment of all amounts owed to EP NL energy, regardless of whether these are due.

ARTICLE 16

Applicable law

- 16.1** These General Terms and Conditions, as well as any Agreement and derived arrangements, are governed by Dutch law. The competent court is the Court of Zeeland-West-Brabant.

ARTICLE 17

Final provisions

- 17.1** If a change in what is determined by or pursuant to the Electricity Act 1998, the Gas Act, or otherwise applicable national and/or European legislation (such as the Energy Act) leads to circumstances of such a nature that the Agreement and these General Terms and Conditions cannot reasonably be expected to remain unchanged, EP NL energy is authorized to adjust the Agreement and/or General Terms and Conditions as necessary.

- 17.2** EP NL energy reserves the right to charge on any changes in national and/or European legislation, such as, but not limited to, changes in energy tax and VAT rates, and/or generic changes, such as in the case of any restructuring in the price structure for capacity, national transport, penalties, and/or commodity, that occurred before or during the term of the Agreement to the Customer.

- 17.3** If one or more articles in the Agreement or these General Terms and Conditions are null and void or annulled, the remaining articles will remain in full force, and the Parties will enter into good faith negotiations to agree on a new provision to replace it, taking into account the purpose and intent of the original provision.

- 17.4** These General Terms and Conditions can be cited as: 'General Terms and Conditions for the Redelivery of electricity and gas to business Customers (June 2025).'

- 17.5** These General Terms and Conditions can be found on www.epnl.nl, are available for inspection at EP NL energy premises, and are available free of charge upon request.

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APPLICABILITY OF APPENDIX

- 1.1** This Appendix Small-Scale User Businesses (hereinafter 'Appendix') applies to all offers and Agreements regarding the Supply and Redelivery of electricity and/or gas between EP NL energy and the Customer with only one or more Small-Scale User Connections, except for the Small-Scale User Connections as mentioned in art. 1.3 of the General Terms and Conditions, and serves as an appendix to the General Terms and Conditions.
- 1.2** In case of conflict between the provisions of the General Terms and Conditions and this Appendix, the provisions of the Appendix shall prevail.
- 1.3** Where the Appendix does not deviate from the General Terms and Conditions, the General Terms and Conditions shall apply accordingly to a Small-Scale User Connection.
- 1.4** Dutch law applies to the Appendix.

END OF AGREEMENT

In deviation from provisions 2.3, 2.4, and 2.5 of the General Terms and Conditions, the following applies:

- 2.1** Unless otherwise specified in the Agreement, an Agreement between the Customer and EP NL energy is entered into for a fixed term.
- 2.2** If the Agreement ends after the expiration of the end date, and the Customer has not accepted a new offer from EP NL energy and EP NL energy has also not received a request for a change of supplier, then the Agreement will be converted into an agreement for an indefinite term.
- 2.3** After conversion of the Agreement, the Customer is entitled to terminate the Agreement at any time by giving notice, subject to a notice period of 30 days.
- 2.4** If the Agreement is converted into an agreement for an indefinite term, EP NL energy is entitled to determine the applicable prices and fees, and any other conditions related to the conversion. The Customer will be explicitly informed by EP NL energy about potential changes.

ADDITIONAL INFORMATION REQUIREMENT REGARDING FEED-IN OR STORAGE INSTALLATIONS

In deviation from provision 11 of the General Terms and Conditions, the following applies:

- 3.1** Provision 11.2 and provision 11.3 do not apply to the Customer with one or more Small-Scale User Connections, as described in article 1.1 of this Appendix.

EARLY TERMINATION

In deviation from provisions 4 and 12 of the General Terms and Conditions, the following applies:

- 4.1** If the Agreement is terminated due to the actions of the Customer, including but not limited to the Customer switching to another supplier without the consent of EP NL energy or after termination of the Agreement by EP NL energy according to Article 4 of the General Terms and Conditions, the Customer shall owe EP NL energy a termination fee.

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- 4.2** This termination fee is calculated in accordance with the 'Besluit van de ACM tot vaststelling van de Beleidsregel Redelijke opzegvergoedingen vergunninghouders 2023' or any subsequent regulations. The calculation is as follows: The Original Contract Price agreed with the Customer minus the New Contract Price, and this amount multiplied by the Expected Delivery for the Remaining Period of the Agreement.

(Original Contract Price – New Contract Price) x Expected Delivery for Remaining Period

The following definitions apply:

Original Contract Price: The price/prices for Delivery as stated in the Agreement between the Customer and EP NL energy.

New Contract Price: The price/prices the Customer would have to pay for Delivery during the Remaining Period, if at the time of termination of the Agreement, the Customer were to enter into a new agreement with EP NL energy.

Expected Delivery: The average expected electricity and/or gas consumption of the Customer for the Remaining Period.

Remaining Period: The remaining term of the Agreement, if it had not been terminated.

- 4.3** If the result of the calculation in 4.2 is negative or zero, no termination fee is due by the Customer, and EP NL energy is also not required to pay any compensation to the Customer.
- 4.4** The termination fee as described above is immediately payable by the Customer to EP NL energy.

COMPLAINT PROCEDURE

In addition to provision 16 of the General Terms and Conditions, the following applies:

- 5.1** A complaint from the Customer must initially be reported by email to EP NL energy (zakelijk@epnl.nl), or by letter to the address mentioned at the bottom of the General Terms and Conditions. EP NL energy will respond to the complaint as soon as possible, but no later than ten (10) working days after receipt of the complaint.
- 5.2** If the Customer is not satisfied with the handling of the complaint, there is the option to submit the complaint/dispute to the Business Energy Disputes Committee ('Geschillencommissie') (www.degeschillencommissie.nl). The Customer must do this within the specified time limits.
- 5.3** If the Customer chooses to submit a dispute to the Disputes Committee, EP NL energy is bound by this choice, unless EP NL energy has already submitted the dispute to the competent court at that time.
- 5.4** The Disputes Committee makes decisions under the conditions as laid down in the Regulations of the Business Energy Disputes Committee. The decisions of the Disputes Committee are made by means of a binding advice. A fee is payable for the handling of a dispute.

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GLOSSARY OF TERMS

Pretaining to the General Terms and Conditions of EP Commodities B.V.

Version 2 - June 2025

In case of discrepancies between the Dutch version ('Begrippenlijst') and the English version ('Glossary of Terms'), the Dutch version prevails.

In the General Terms and Conditions, the following definitions shall apply:

ACM:

The Dutch Authority for Consumers and Markets (in Dutch: Autoriteit Consument en Markt).

Agreement (Supply Agreement):

The Agreement referred to in article 2 of the General Terms and Conditions.

Annual Volume:

The volume of electricity and/or gas supplied during one calendar year, as specified in the Appendix 'Customer Details Overview'.

Baseload Capacity:

A fixed quantity of electricity or gas expressed in Megawatts (MW) during all hours in a given period.

Connection:

The Connection as defined in article 1 paragraph 1 sub (b) of the Dutch Electricity Act 1998 or article 1 paragraph 1 sub (m) of the Dutch Gas Act.

Connection and Transport Agreement:

The agreement between the Customer and a Grid Operator for the transport of electricity to the Customer's Connection and the agreement between the Customer and a Grid Operator for the transport of gas from the Exit Point to the Customer's Connection.

Consumption:

The quantity of electricity (kWh) and/or gas (Nm³) supplied by EP NL energy and consumed by the Customer during the Supply Period.

Contract Period:

The period from signing the Agreement to the end of the Supply Period.

Contract Price:

The volume weighted average of Fixed Market Prices, increased with the Profile Premium(s) and possibly surcharge(s) and/or discount(s).

Conversion Formula from Baseload Capacity in MW to volume in Nm³:

Baseload Capacity in MW * (3,600/35.17) * number of hours in the relevant period = volume in Nm³.

Conversion Formula from €/MWh to €/Nm³:

Price in €/MWh * (35.17/3,600) = Price in €/Nm³

Conversion Formula from Peak and Baseload prices to Off Peak prices:

Off Peak = ((number of Baseload hours * Baseload price) - (number of Peak 8-20 hours * Peak 8-20 price)) / (number of Off Peak 8-20 hours).

Converting volumes of electricity:

1 GWh = 1,000 MWh = 1,000,000 kWh

Customer:

The party that buys or will buy electricity and/or gas from EP NL energy, for the exercise of a business or profession.

EAN Code (European Article Number):

The unique identification number of a Connection to the electricity or gas Grid.

Energy Tax:

A government imposed tax charged by energy suppliers to end users and remitted to the government.

Entry Costs:

Costs of transporting gas to the national gas transport Grid.

Entry Point:

A point where gas enters or is deemed to enter the national gas transport Grid.

EPEX Hourly Price:

The EPEX SPOT Power NL (Market Price) for electricity determined by EPEX SPOT one day before Supply for each hour of the day of Supply. This price is published on www.epexspot.com.

EPEX SPOT SE:

The exchange association that publishes EPEX Hourly Prices.

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EP NL energy:

EP Commodities B.V. registered under the trade name EP NL energy and in the 'General Terms and Conditions', in the 'Appendix Small-Scale User Business' and in this 'Glossary of Terms' referred to as 'EP NL energy'.

Exit Costs:

Costs of transporting gas to the relevant Gas Delivery Station in the Grid of the national Grid Operator.

Exit Point:

A point where gas leaves or is deemed to leave the national gas transport Grid.

Fix, Fixing, Fixation, Fixed:

The process resulting in an irreversible commitment by the Customer to prices and volumes.

Fixation Moment:

The date and time at which volumes and prices for the future Supply Period are Fixed

Forecasting Profile:

The expected Consumption per hour for a future Supply Period. The Forecasting Profile determines (partly) the Profile Premium.

Forecasting Volume:

The total expected Consumption (per year, quarter and/or month) \ for a future Supply Period.

Gas Day:

A period starting at 6 a.m. on a calendar day and ending at 6:00 am on the following calendar day. The date of a Gas Day will be the date on which that Gas Day starts as defined before.

Gas Day Position:

The Position in MW converted to a Gas Day Volume in Nm³. The Position is converted using the Conversion Formula from Baseload Capacity in MW to volume in Nm³.

Gas Day Volume:

The volume of actual Supply of gas during one Gas Day.

Gas Delivery Station (GOS)

An administrative assembly point, usually defined at the border of the national gas transport Grid and a (part of a) regional gas transport Grid, for the purpose of the execution of a number of market facilitating tasks by the Grid Operator, usually coinciding with the location of one or more system Connection(s).

General Terms and Conditions:

The terms and conditions as defined in the 'General Terms and Conditions for Supply and Redelivery of electricity and Supply of gas to business Customers (June 2025)' and filed with the Chamber of Commerce.

Grid:

One or more Connections for the transport of electricity or gas and the associated transformer, switchgear, distribution and substations and other auxiliaries, other than a direct line, except in so far as such Connections and auxiliaries lie within a producer's or a customer's facility.

Grid Operator:

A company appointed to manage one or more Grids under articles 10, 13 or 14 of the Dutch Electricity Act 1998 or article 2 of the Dutch Gas Act.

GTS:

Gasunie Transport Services B.V.

GTS Methodology:

The terms, conditions and tariffs used by GTS to determine the Transport Fee and when exceeding capacity, as mentioned on the website of GTS. These terms, conditions and tariffs may change from time to time.

ICE Index:

The exchange association that publishes the ICE Endex Market Prices.

ICE Index Market Price:

In case of electricity the 'Settlement Price' published for the products 'Dutch Power Base Load Futures' and 'Dutch Power Peak Load (8-20) Futures' for Supply in a future period determined by ICE Endex. This price in €/MWh is published at the end of the day on www.ice.com. This price in €/MWh is then converted to a price in €/kWh, rounded to five decimal places.

In case of gas the 'Settlement Price' published for the product 'Dutch TTF Natural Gas Baseload Futures' for Supply in a future period determined by ICE Endex. This price in €/MWh is published at the end of the day on www.ice.com. This price in €/MWh is then converted to a price in €/Nm³, rounded to five decimal places, using the Conversion Formula from €/MWh to €/Nm³.

Imbalance:

The difference between the pre-determined programmes for Consumption and/or production of electricity and/or gas and actual Consumption and/or production of electricity and/or gas.

Large-Scale Use Connection:

In the case of electricity a Connection with a total maximum capacity exceeding 3 x 80 ampere or a Connection as referred to in article 1 paragraph 2 or paragraph 3 of the Dutch Electricity Act 1998. In addition, Small-Scale Use Connections as referred to in article 95n of the Dutch Electricity Act 1998 are also considered as Large-Scale Use Connections.

In the case of gas a Connection with a total maximum capacity exceeding 40 Nm³ per hour.

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Large-Scale User:

A consumer not being a Small-Scale User.

LEBA:

The organization that publishes TTF Day Ahead Prices.

Market Price:

The price established in a marketplace by trading electricity or gas at any point in time.

Market to Market:

The difference between the Fixed Market Price of already Fixed volumes and the current Market Price for these volumes.

Max Usage:

The highest gas Consumption in Nm³ per hour measured in one hour during the three most recent fully elapsed winter months (January, February and December) at a Large-Scale Use Connection with telemetry meter.

Metering Equipment:

The entire assembly of equipment whose minimum purpose is to measure the volume of electricity and/or gas exchanged.

Metering Responsible Party:

For electricity a natural or legal person as referred to in the Glossary of Terms for electricity and in article 31 paragraph 1 sub a, b and c of the Dutch Electricity Act 1998 and for gas under the Glossary of Terms for gas a person who exercises metering responsibility and who is recognized for this purpose in accordance with appendix 3 of the Metering Code gas RNB (in Dutch: Meetcode gas RNB).

Monthly Volume:

The volume of electricity and/or gas supplied during one calendar month, as specified in the Appendix 'Customer Details Overview'.

Off Peak 7-23 (Off Peak 16hrs):

All hours on Monday up to and including Friday between 11 p.m. and 7 a.m. and all hours on Saturdays, Sundays and Public Holidays.

Off Peak 8-20 (Off Peak 12hrs):

All hours on Monday up to and including Friday between 8 p.m. and 8 a.m. and all hours on Saturdays and Sundays.

OTC Market Price:

The bilaterally agreed price for electricity or gas for a certain future period.

Parties:

EP NL energy and the Customer jointly.

Peak 7-23 (Peak 16hrs):

All hours on Monday up to and including Friday between 7 a.m. and 11 p.m. excluding Public Holidays.

Peak 8-20 (Peak 12hrs):

All hours on Monday up to and including Friday between 8 a.m. and 8 p.m.

Peakload Capacity:

A fixed quantity of electricity expressed in Megawatts (MW) during all Peak 8-20 hours in a given period.

Penalty Clause:

A. For electricity:

1. For Large-Scale Use Connections with fully or partially Fixed Volume, where the Contract Price for this Fixed volume is determined:

$$((\text{Fixed volume in kWh (per year, quarter and/or month)} - / - \text{Consumption in kWh (per year, quarter and/or month)}) \times (\text{Contract Price per kWh for the Fixed volume} - / - \text{current ICE Exend Market Price per kWh}))$$

2. For Large-Scale Use Connections with fully or partially non-Fixed volume, where the Contract Price is not determined:

$$((\text{Forecasting Volume in kWh (per year, quarter and/or month)} - / - \text{Fixed volume in kWh (per year, quarter and/or month)}) \times \text{Profile Premium per kWh for the relevant Supply Period.})$$

3. For Small-Scale Use Connections with fully or partially Fixed Volume, where the Contract Price for this Fixed Volume is determined:

$$((\text{Fixed volume in kWh/total number of months in the Supply Period}) \times \text{remaining number of months in the Supply Period}) \times (\text{Contract Price per kWh for the Fixed volume} - / - \text{current ICE Exend Market Price per kWh})$$

4. For Small-Scale Use Connections with fully or partially non-Fixed volume, where the Contract Price is not determined:

$$((\text{Non-Fixed volume in kWh/total number of months in the Supply Period}) \times \text{remaining number of months in the Supply Period}) \times (\text{Profile Premium per kWh for the relevant Supply Period})$$

B. For gas:

1. For Large-Scale Use Connections with fully or partially Fixed Volume, where the Contract Price for this Fixed volume is determined:

$$((\text{Fixed volume in Nm}^3 \text{ (per year, quarter and/or month)} - / - \text{Consumption in Nm}^3 \text{ (per year, quarter and/or month)}) \times (\text{Contract Price per Nm}^3 \text{ for the Fixed volume} - / - \text{current ICE Exend Market Price per Nm}^3))$$

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B. For gas:

1. For Large-Scale Use Connections with fully or partially Fixed Volume, where the Contract Price for this Fixed volume is determined:

$$((\text{Fixed volume in Nm}^3 \text{ (per year, quarter and/or month)} - / - \text{Consumption in Nm}^3 \text{ (per year, quarter and/or month)}) \times (\text{Contract Price per Nm}^3 \text{ for the Fixed volume} - / - \text{current ICE Endex Market Price per Nm}^3))$$
2. For Large-Scale Use Connections with fully or partially non-Fixed volume, where the Contract Price is not determined:

$$((\text{Forecasting Volume in Nm}^3 \text{ (per year, quarter and/or month)} - / - \text{Fixed volume in Nm}^3 \text{ (per year, quarter and/or month)}) \times \text{Profile Premium per Nm}^3 \text{ for the relevant Supply Period.})$$
3. For Small-Scale Use Connections and annually measured Large-Scale Use Connections with fully or partially Fixed Volume, where the Contract Price for this Fixed Volume is determined:

$$((\text{Fixed volume in Nm}^3 / \text{total number of months in the Supply Period}) \times \text{remaining number of months in the Supply Period}) \times (\text{Contract Price per Nm}^3 \text{ for the Fixed volume} - / - \text{current ICE Endex Market Price per Nm}^3)$$
4. For Small-Scale Use Connections and annually measured Large-Scale Use Connections with fully or partially non-Fixed volume, where the Contract Price is not determined:

$$((\text{Non-Fixed volume in Nm}^3 / \text{total number of months in the Supply Period}) \times \text{remaining number of months in the Supply Period}) \times (\text{Profile Premium per Nm}^3 \text{ for the relevant Supply Period})$$

In case of partially Fixed volume, a combination of the previous mentioned clauses applies. For Large-Scale Use Connections, a combination of clause 1 (for the Fixed volume) and 2 (for the non-Fixed volume) then applies, for Small-Scale Use Connections and annually measured Large-Scale Use Connections, a combination of clause 3 (for the Fixed volume) and 4 (for the non-Fixed volume) then applies.

The Contract Price is determined on the basis of Fixed volume and therefore applies to both a fully Fixed volume and a partially Fixed volume.

The reference point for the ICE Endex Market Price is the day on which EP NL energy invokes the Penalty Clause and informs the Customer thereof in writing. In doing so, EP NL energy uses the ICE Endex Market Price which reflects the Contract Price for the relevant Supply Period as closely as possible.

Position electricity:

The result for any hour, expressed in Megawatts (MW), of Fixed \ (buys and sells) Baseload Capacities and Peakload Capacities.

Position gas:

The result for a Gas Day, expressed in Megawatts (MW), of Fixed (buys and sells) Baseload Capacities.

Profile:

The Consumption of electricity or gas per hour during a period.

Profile Connection gas (G2C):

A Connection with a Connection capacity exceeding 40 Nm³/hour that does not have a daily or hourly remote reading of the Metering Equipment on the Connection, and is not required to have one under the Metering Code gas RNB (in Dutch: Meetcode gas RNB).

Profile Premium:

The fee payable by the Customer to EP NL energy for the Supply of the Profile, the transfer of Programme Responsibility to EP NL energy and the bearing of any Imbalance costs by EP NL energy.

Programme Responsibility:

As defined in article 1 sub o of the Dutch Electricity Act 1998 and article 1 sub w of the Dutch Gas Act (also known as balancing responsibility (in Dutch: balanceringsverantwoordelijkheid).

PTU:

Programme time unit.

Publication Days:

The days on which ICE Endex publishes Market Prices. The current calendar can be found at www.ice.com.

Public Holidays:

Recognized Public Holidays are: 1st January, 2nd Easter Day, King's Day, Ascension Day, Whit Monday, 1st and 2nd Christmas Day and (once every five years) Liberation Day.

Quality Conversion:

Converting gas to a higher or lower energy content or bringing in into a requirement composition.

Quarterly Volume:

The volume of electricity and/or gas supplied during one calendar quarter, as specified in the Appendix 'Customer Details Overview'.

Redelivery:

Self-generated electricity (for example, but not exclusively by solar panels) by the Customer which is fed into the national transport Grid via EP NL energy.

Regional Transport Services:

A service to transport gas from the Gas Delivery Station (GOS) to the Customer. This service includes compensating Grid losses, resolving transport constraints and operating and maintaining the Grid.

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Small-Scale Use Connection:

In the case of electricity a Connection with a total maximum capacity not exceeding 3 x 80 ampere, not being a Connection as referred to in article 1 paragraph 2 or paragraph 3 of the Dutch Electricity Act 1998. In the case of gas a Connection with a total maximum capacity not exceeding 40 Nm³ per hour, as referred to in article 43 paragraph 1 of the Dutch Gas Act.

Small-Scale User:

Customer as referred to in article 95a of the Dutch Electricity Act 1998 and in article 43 paragraph 1 of the Dutch Gas Act.

Supply:

The provision at the Supply Address, other than transport, of the quantity of electricity and/or gas agreed with the Customer.

Supply Address:

The address specified in the Appendix 'Customer Details Overview' where the Connection is located, for the purpose of the Supply of electricity or gas by EP NL energy to the Customer.

Supply Month:

A calendar month during the Supply Period for which volumes and Market Prices can be Fixed.

Supply Period:

Period during which EP NL energy supplies electricity and/or gas to the Customer, to the Supply Address specified in the Appendix 'Customer Details Overview'.

Supply Quarter:

A calendar quarter during the Supply Period for which volumes and Market Prices can be Fixed.

Supply Year:

A calendar year during the Supply Period for which volumes and Market Prices can be Fixed.

Telemetry Large-Scale Use Connection gas (GGV and GXX):

A Connection with a Connection capacity exceeding 40 Nm³/hour that has a daily or hourly remote reading of the Metering Equipment on the Connection.

Transport Fee:

The tariff levied to cover the cost of national gas transport. The amount depends on the GTS Methodology and the Exit Capacity of the Connection.

TTF Day Ahead Price:

The value under 'TTF European Gas Prompt Index' published on a daily basis by LEBA. Each day LEBA publishes value(s), the last published Day ahead Index value from the previous Publication Day applies, and on any other day the last published Weekend Index value applies.

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In 2023, EP Commodities B.V. strengthened its market position by joining the EPH Group, with EP NL B.V. as its new shareholder and owner. EP NL is a Dutch energy company focused on the operation of power plants, energy trading, the supply of electricity and gas, and the management of a significant portfolio of PPAs (Power Purchase Agreements). This partnership brings together more than 100 years of experience in the energy sector and enables us to realize our shared ambitions as a reliable and ambitious player, actively contributing to shaping the future of the energy sector.

Visit **[EPNL.nl](https://epnl.nl)** for more informatie.