

GENERAL TERMS AND CONDITIONS EP COMMODITIES B.V.

JANUARY 2026

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

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**EP COMMODITIES B.V., REGISTERED UNDER THE TRADE NAME EP NL ENERGY
AND HEREINAFTER REFERRED TO AS 'EP NL ENERGY'**

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY AND
REDELIVERY OF ELECTRICITY AND THE SUPPLY OF GAS TO
BUSINESS CUSTOMERS OF EP COMMODITIES B.V.**

January 2026

In case of discrepancies between the Dutch version ('Algemene Voorwaarden voor de (Terug)Levering van elektriciteit en gas aan zakelijke Klanten (januari 2026)') and the English version (The 'General Terms and Conditions for the Supply and Redelivery of electricity and the Supply of gas to business Customers (January 2026)'), the Dutch version shall prevail.

INTRODUCTION

These are the General Terms and Conditions of EP NL energy for business Customers. These General Terms and Conditions form an integral part of the Agreement concluded between EP NL energy and the Customer. A Glossary of Terms has also been added to these General Terms and Conditions, in which certain terms are explained in more detail. These General Terms and Conditions apply to all offers and Agreements between EP NL energy and the Customer for the Supply and Redelivery of electricity and gas.

In these General Terms and Conditions, different terms apply to certain groups of business Customers. This applies to End Users with a Small Connection and Micro-enterprises. We explain these terms briefly below:

End User with a Small Connection:

This is an End User who has a connection to the electricity system with a capacity smaller than or equal to 3 x 80 Amps or a connection to the gas system with a capacity smaller than or equal to 40 Nm³ per hour.

Micro-enterprise:

A Micro-enterprise is an End User that is an enterprise with less than ten employees and an annual turnover or annual balance sheet total not exceeding 2 million euros (€ 2,000,000.00). If, in respect of any provision of the General Terms and Conditions, different arrangements apply to these Customers, this will be stated under the relevant clause and highlighted with a red line. If a Customer meets the criteria for a Micro-enterprise, this must be notified to EP NL energy.

CLAUSE 1

Applicability of General Terms and Conditions

- 1.1** The applicability of the Customer's (general) terms and conditions is explicitly rejected.
- 1.2** Where these General Terms and Conditions refer to 'Supply', this shall also be understood to include 'Redelivery', unless specifically stated otherwise in the Agreement or General Terms and Conditions.
- 1.3** In the event of any conflict between a provision of these General Terms and Conditions and a provision of the Agreement, the Agreement shall prevail.
- 1.4** Amendments to or additions to these General Terms and Conditions shall only apply insofar as they have been agreed in writing between the Parties.
- 1.5** The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

- 1.6** Under these General Terms and Conditions, business End Users with a Small Connection who form part of a 'Multisite', as referred to in clause 2.17 (c), are regarded as business End Users with a Large Connection.

CLAUSE 2

Supply Agreement

- 2.1** All offers made by EP NL energy are non-binding, unless explicitly stated otherwise. Offers may be withdrawn until an Agreement has been concluded.
- 2.2** All Agreements must be entered into in writing.
- 2.3** The Agreement is for a fixed term, unless otherwise agreed. If, upon expiry of the fixed-term Agreement, the Customer has not accepted a new offer from EP NL energy, or if no notification has been received from the System Operator that the Customer is actually switching suppliers ('Switch Notification'), then the Supply by EP NL energy will be terminated.

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Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

2.4 EP NL energy has the express authority, but not the obligation, to convert the Agreement after the expiry date into an Agreement of indefinite duration, if no Switch Notification, or not on time, has been received from the System Operator. EP NL energy shall inform the Customer of this at least thirty (30) calendar days prior to the conversion and is hereby entitled to amend the terms and conditions, the price and any other surcharges and fees as stated in the Agreement. Under this Agreement for an indefinite period, EP NL energy shall continue the Supply.

2.5 If the Agreement has been converted into an Agreement for an indefinite period, as described in clause 2.4, the Agreement may be terminated with effect from the 1st of the month, subject to a notice period of at least thirty (30) calendar days.

2.6 The Parties shall remain bound by the provisions of or pursuant to the Agreement and the General Terms and Conditions, until all obligations arising therefrom have been fulfilled.

2.7 EPNL energy is entitled to assign the rights and obligations arising from the Agreement and these General Terms and Conditions to, or to have them performed by, a third party. If obligations are performed by a third party, EP NL energy shall remain liable to the Customer. The Customer consents in advance to such a transfer of rights.

2.8 The Customer warrants to EP NL energy that, during the agreed Supply Period, no Supply Agreement for electricity or gas has been concluded with another supplier for the connection(s) serving the Supply Address(es). The Customer is aware of the responsibility to remain free of any agreements during the agreed Supply Period.

****Exception to clause 2.8 regarding Redelivery: If EP NL energy and the Customer have only concluded an Agreement for the Supply (and therefore not for the Redelivery) of electricity, the Customer is free to conclude an agreement for Redelivery with another market participant. In addition, Customers have the option to enter into other agreements relating to flexibility. The information obligations set out in clauses 10 and 11 of these General Terms and Conditions remain applicable.***

2.9 The Customer may not, without the written consent of EP NL energy, assign the rights and obligations arising from the Agreement to a third party. EP NL energy shall not withhold such consent unless there are reasonable grounds for doing so. A reasonable ground for EPNL energy to refuse consent is, in any event, if the third party is not sufficiently creditworthy in the opinion of EP NL energy, as further set out in clause 8.

2.10 Both EP NL energy and the Customer (as well as any third party acting as the Customer's representative) shall treat the contents of the Agreement as confidential and shall not disclose them to third parties.

2.11 If the Agreement is entered into with two or more Customers, each of those Customers shall be jointly and severally liable to EP NL energy for the performance of the Agreement.

Deviating from clauses 2.3, 2.4 and 2.5 of the General Terms and Conditions, the following applies to End Users with a Small Connection and Micro-enterprises;

2.12 Unless otherwise specified in the Agreement, an Agreement between the Customer and EP NL energy is entered into for a fixed term.

2.13 If the Agreement ends after the expiry of the end date, and the Customer has not accepted a new offer from EP NL energy and EP NL energy has not received a Switch Notification to switch suppliers, the Agreement will be converted into an Agreement for an indefinite term.

2.14 Following the conversion of the Agreement, the Customer is entitled, subject to a notice period of thirty (30) calendar days, at any time to terminate the Agreement by giving notice.

2.15 If the Agreement is converted into an Agreement for an indefinite period, EP NL energy shall be entitled to further determine the applicable prices, surcharges and fees, and any other terms and conditions. The Customer shall be expressly informed by EP NL energy of these changes at least thirty (30) calendar days prior to such changes taking effect.

CLAUSE 3

Supply

3.1 EP NL energy undertakes to Supply electricity and/or gas during the Supply Period of the Agreement to the Customer via the System. The Customer undertakes, during the Supply Period of the Agreement, to consume electricity and/or gas from EP NL energy at the Supply Address(es) subject to the terms and conditions set out in the Agreement and these General Terms and Conditions.

3.2 The electricity and/or gas supplied by EP NL energy is intended solely for use by the Customer, and the Customer may not supply electricity and/or gas to third parties.

***Exception regarding Redelivery: the Customer is free to enter into agreements with third parties regarding**

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Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

electricity generated by the Customer. It is therefore permitted to supply this electricity to third parties. The Customer must notify EP NL energy fourteen (14) calendar days before they intend to supply electricity to third parties.

- 3.3** The Customer shall, at expense and risk of the Customer, be responsible for entering into and maintaining a connection and transport agreement with the System Operator for the Large Connection(s).
- 3.4** In cases where the System Operator restricts or interrupts the transport of electricity and/or gas, EP NL energy is authorised to suspend the Supply.

Deviating from clause 3.3 of the General Terms and Conditions, the following applies to End Users with a Small Connection;

3.5 For a Customer who is an End User with a Small Connection, EP NL energy facilitates the conclusion of the connection and transport agreement with the System Operator and maintains this agreement with the Customer, and charges the Customer the surcharges due periodically under the connection and transport agreement to the Customer. The Customer is obliged to pay these surcharges to EP NL energy. The Customer may only make such payments in full discharge of the debt to EP NL energy.

CLAUSE 4

Termination of Supply

- 4.1** EP NL energy is, following prior notice of default (subject to the provisions of clause 7.9 and clause 8.5), authorised to terminate the Agreement without judicial intervention, if and for as long as, in any respect, the Agreement and these General Terms and Conditions are not or have not been complied with by the Customer. EP NL energy shall, however, only exercise the right to terminate the Agreement if and to the extent that the Customer's failure to fulfil the obligations justifies such termination.
- 4.2** In the event of (provisional) suspension of payments or bankruptcy, the Customer is obliged to inform EP NL energy thereof in writing as soon as possible. Furthermore, in such cases, EP NL energy is entitled to suspend the obligations of EP NL energy under the Agreement, or to terminate the Agreement without prior notice of default.
- 4.3** If EP NL energy exercises the right to terminate the Agreement as referred to in this clause, EP NL energy shall confirm the termination in writing, stating the reasons. In such cases, EP NL energy shall be entitled to charge the Customer in full for all costs, including the costs in accordance with the Penalty Clause, as set out in the

Agreement. These costs shall be immediately payable.

- 4.4** EP NL energy's exercise of the right to terminate the Agreement as referred to in this clause shall not give rise to liability on the part of EP NL energy for any direct or indirect damage resulting therefrom.
- 4.5** Under no circumstances shall EP NL energy, upon termination or otherwise cancellation of the Agreement, be obliged to pay the Customer the Mark to Market or any other amount related to the change in value arising from the Agreement.

Deviating from clause 4.1 of the General Terms and Conditions, the following applies to End Users with a Small Connection;

4.6 EP NL energy will only proceed to terminate the Agreement after the Customer, being an End User with a Small Connection, has been given the opportunity on several occasions within a reasonable period to still fulfil the obligations under the Agreement.

4.7 EP NL energy shall only proceed to terminate the Agreement if the Customer's breach of Agreement justifies this. EP NL energy shall in doing so comply with the applicable legislation and regulations.

Deviating from clause 4.3 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

4.8 If EP NL energy, in the case of Micro-enterprises, exercises the right to terminate the Agreement as referred to in this clause, EP NL energy shall confirm the termination in writing, stating the reasons. In such cases, EP NL energy shall be entitled to charge the Customer in full the costs in accordance with the Penalty Clause for Micro-enterprises, as stated in the Agreement. These costs shall be immediately payable.

CLAUSE 5

Metering equipment

- 5.1** The Customer shall ensure that:
- A. At own expense and risk of the Customer, metering equipment is installed and maintained. The metering equipment must comply with the requirements set out in the applicable legislation and regulations and any additional conditions imposed by the System Operator. The Customer shall ensure that a recognised metering responsible party is appointed for the metering equipment and meter readings.
- B. For the Small Connections covered by the Agreement, the meter readings of the relevant connection(s) are shared with EP NL energy prior to, but certainly by the start of

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

Supply.

- C. The System Operator is notified in time of any changes of address or name, where applicable, including changes of email addresses and of changes to the IBAN and correspondence address.
- 5.2** To the extent necessary, the Customer shall cooperate to ensure that the System Operator to whose System the Customer is connected, provides EP NL energy with all relevant data pertaining to EP NL energy.
- 5.3** If EP NL energy does not receive, or does not receive in time, the meter readings and/or consumption data, or if an obvious error is made when taking the meter reading or when processing the meter readings and/or consumption data, EP NL energy is authorised to estimate the volume of the Supply during the relevant period based on the best information available to EP NL energy in this regard. As soon as the correct information is available to EP NL energy to determine the actual volume supplied on the basis of the meter readings and/or consumption data, EP NL energy will, by means of correction invoices, charge or credit this amount within a reasonable period.
- 5.4** The Customer is prohibited from carrying out or causing to be carried out any acts which prevent the volume of the Supply from being determined, or from being determined correctly, or which create a situation that hinders the normal functioning of the metering equipment.
- 5.5** EP NL energy will collect meter readings annually. The Customer shall, at the request of EP NL energy, take meter readings and make them available to EP NL energy. If, at any time, a physical reading of the meter by the metering responsible party or the System Operator differs from the meter readings used on an annual statement, EP NL energy shall, if necessary, revise the annual statement.
- 5.6** If meter readings are not submitted (on time) or are submitted incorrectly by the Customer, and the Customer requests, following receipt of an invoice based on incorrect meter readings or on an estimate, a correction, EP NL energy reserves the right to charge the Customer administrative costs of one hundred and fifty euros (€150.00) per connection.
- 5.7** By signing the Agreement, the Customer authorises EP NL energy to read meter readings from the national portal (P4) if the Customer has connections fitted with a smart meter.

CLAUSE 6

Inspection of the metering equipment

- 6.1** Without prejudice to the provisions of the connection and transport agreement, both the Customer and EP NL

energy may, in the event of doubt as to the accuracy of the meter reading, request that the metering equipment be inspected in accordance with the relevant provisions of or pursuant to the connection and transport agreement. The Party wishing to make use of this option shall notify the other Party in writing as soon as possible and shall inform the other Party as soon as possible of the results.

- 6.2** Under no circumstances shall such an inspection result in the waiver or suspension of the Customer's obligation to pay EP NL energy for the volume of the Supply already invoiced.
- 6.3** The costs of the inspection, as described in clause 6.1, shall be borne by the Party found to be at fault.
- 6.4** If an investigation of the metering equipment as referred to in this clause or in accordance with the relevant provisions in or pursuant to the connection and transport agreement reveals that the deviation of the metering equipment exceeds the permitted limit, EP NL energy shall, in consultation with the Customer and the metering responsible party, determine the volume of the Supply on the basis of the outcome of the investigation.
- 6.5** Recalculation shall take place over the period during which the metering equipment has functioned incorrectly, but for a maximum period of twenty-four (24) months, calculated backwards from the moment of removal of the faulty metering equipment. In the cases referred to in clause 5.4, and where it is plausible that the Customer could have detected the inaccuracy of the registration, a full recalculation shall take place.
- 6.6** If the investigation does not provide a workable basis for determining the volume of the Supply, EP NL energy shall be entitled to estimate the volume of the Supply in the relevant period based on the best information available to EP NL energy in this regard, whereby the following may serve as a benchmark:
- the volume of the Supply in the corresponding period of the preceding year; or
 - the average volume of the Supply in a preceding and a subsequent period; or
 - another fair benchmark to be determined by EP NL energy after consultation with the Customer.

CLAUSE 7

Invoicing & payment

- 7.1** The Customer shall pay the amounts due for the Supply as set out in the Agreement. The Customer is required, upon request, to provide the information necessary for determining the amounts.
- 7.2** All amounts owed by the Customer under the Agreement

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

shall be increased by the taxes, surcharges and levies which EP NL energy is obliged or authorised to charge pursuant to a government decree.

- 7.3** EP NL energy shall charge the Customer for all amounts owed by the Customer under the Agreement by means of an specified invoice.
- 7.4** Unless otherwise agreed in writing, an invoice must be paid within fourteen (14) calendar days following the invoice date. The statutory limitation period starts upon expiry of the payment term for the relevant invoice.
- 7.5** The obligation to pay shall not be waived or suspended on the grounds of objections to the invoice. Only in the event that an obvious error has been made on the invoice, shall the Customer be permitted to withhold payment of the invoice, but only in respect of the disputed portion, and not in full. In the event of a claim for suspension, the Customer must, within the payment term, state in writing and with reasons why the invoice is incorrect. Should subsequent investigation reveal that the invoice is correct after all, the Customer shall owe statutory interest as referred to in clause 7.10 on the portion that was not paid on time.
- 7.6** The Customer may choose to pay the invoice by bank transfer via IBAN or direct debit. Only in the event of an obvious error as referred to in clause 7.5 may the Customer have the disputed amount refunded, following notification to and with the consent of EP NL energy. To this end, the Customer shall contact the relevant bank within fourteen (14) calendar days following the invoice date.
- 7.7** EPNL energy is entitled to set off any claims the Customer may have against any amount the Customer still owes to EP NL energy. The Customer is not entitled to set off the amounts charged and to be charged to the Customer against any amount EP NL energy owes to the Customer.
- 7.8** Payment obligations arising from the Supply of electricity or gas, respectively shall be regarded as a single and indivisible whole. Payment in instalments may only be made with the written consent of EP NL energy.
- 7.9** If the Customer has not paid, has not paid in full (with the exception of the cases referred to in clause 7.5), and/or has not paid on time, the Customer shall be in default by operation of law without further notice of default. In this case, EP NL energy shall be entitled to terminate the Agreement in accordance with the provisions of clause 4.
- 7.10** If and as soon as the Customer is in default, the Customer shall also be liable for interest on late payment equal to the statutory commercial interest rate as referred to in clause 6:119a of the Dutch Civil Code, without prejudice to EP NL energy's right to reimbursement of costs of judicial

and/or extrajudicial collection. The amounts referred to in this clause are immediately payable.

- 7.11** If the Customer defaults and/or EP NL energy terminates the Supply, EP NL energy shall, where applicable, be entitled to terminate the balance responsibility with the relevant System Operator. EP NL energy shall notify the Customer of this without delay. EP NL energy shall not be liable for loss or damage suffered by the Customer as a result of the termination of the balance responsibility.

Deviating from clause 7.7 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

- 7.12** EP NL energy and the Customer are entitled to set off any claims against any amount owed to that Party. However, the Customer requires the explicit permission of EP NL energy to do so.

CLAUSE 8

Security

- 8.1** EPNL energy is entitled at any time to carry out or arrange for an investigation into the creditworthiness of the Customer, in order to assess whether the Customer will be able to fulfil the obligations under the Agreement. The Customer shall cooperate with such an investigation.
- 8.2** If, in the opinion of EP NL energy, the Customer's creditworthiness is insufficient, EP NL energy is entitled, at any time prior to or during the Agreement, to request the Customer to provide security for the payment of the amounts due under the Agreement. The form and amount of the security referred to in this clause shall be determined by EP NL energy in all reasonableness. The costs of providing the security shall be borne by the Customer.
- 8.3** The security referred to in clause 8.2 shall be equal to the amount which, in the opinion of EP NL energy, the Customer will owe over a period of at least three (3) months in the case of the Supply of electricity and four (4) months in the case of the Supply of gas, plus an amount to be determined by EPNL energy to cover potential negative trading results (Mark to Market) and must be provided within seven (7) calendar days after EP NL energy's request.
- 8.4** EP NL energy shall determine the security to be provided and has the following options:
- A. the provision of a declaration of liability by the Customer's parent company, valid for up to four (4) months following the end of the Supply, provided that this parent company is, in the opinion of EP NL energy, sufficiently creditworthy and/or;
- B. a guarantee issued by a third party, valid for up to four (4)

Visiting adress

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

months after the end of the Supply, provided that this third party is, in the opinion of EP NL energy, sufficiently creditworthy and the content of the guarantee is, in the opinion of EP NL energy, adequate and/or;

- C. an unconditional and irrevocable bank guarantee, valid for up to four (4) months after the end of the Supply, issued by a reputable financial institution in the Netherlands, provided that this third party, in the opinion of EP NL energy, is sufficiently creditworthy and the content of the guarantee, in the opinion of EP NL energy, is adequate and/or;
- D. a security deposit. The security deposit shall be refunded if, in the opinion of EP NL energy, the need for security no longer exists, or four (4) months after the expiry of the Agreement, or four (4) months after the expiry of the final Supply date, 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 fails to comply with the request referred to in clause 8.2, EP NL energy is entitled to:

- A. suspend the Supply for a period to be determined by EP NL energy; or
- B. terminate or cancel the Agreement with immediate effect, or at a time of EP NL energy's choosing.

All negative trading results (Mark to Market) resulting from this, direct and indirect damage and associated costs shall be borne by the Customer. In such a case, EP NL energy shall not be liable for damages to the Customer.

Deviating from clauses 8.2, 8.3, 8.4 and 8.5 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

8.6 If an investigation reveals that, in the opinion of EP NL energy, the Customer's payment history is unacceptable, EP NL energy is entitled, prior to the Agreement, to request the Customer to make a payment each month in advance for the Supply for the following month. Alternatively, EP NL energy may request a security deposit to cover the amounts due during the Agreement.

8.7 The amount of the security deposit shall not exceed 1/3 part (four (4) months) of the total amount of the expected annual statement. EP NL energy will refund the security deposit once the Customer has fulfilled all payment obligations. EP NL energy may set off any outstanding amounts against the security deposit to be refunded.

8.8 If the Customer fails to comply with the request referred to in clause 8.6, EP NL energy may decide not to enter into an Agreement with the Customer. EP NL energy shall inform the Customer of this in writing.

CLAUSE 9

Obligation to inform and other obligations of the Customer

9.1 The Customer is obliged to provide EP NL energy with the necessary cooperation in the performance of the provisions of the Agreement and these General Terms and Conditions and the monitoring of compliance therewith, in particular by notifying EP NL energy in writing at least four (4) weeks in advance of any intended:

- A. changes to the IBAN, email address and invoice address for the purpose of 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, surcharges and fees agreed with the Customer.

9.2 In the event of failure to comply (in a timely manner) with the obligation to provide information as referred to in clause 9.1, an amount of one hundred and fifty euros (€150.00) per connection will be charged for administrative costs, along with any other additional costs incurred as a result of failure to comply (in a timely manner) with the obligation to provide information, as described in clause 9.

9.3 The Customer is obliged to inform EP NL energy in writing at least four (4) weeks in advance of any intended relocation, change of address, any cessation of business activities, (trade) name changes, a business takeover, a (legal) merger, a demerger or the sale of a business unit and/or any other significant change in the corporate structure and/or the management of the Customer.

9.4 The Customer is obliged to inform EP NL energy in writing at least four (4) weeks in advance of (an intention to) join an energy community ('Energiegemeenschap'), or to participate in another form of energy sharing, or to enter into a redelivery agreement or demand response agreement with another market participant.

9.5 In principle, the adjustments referred to in clauses 9.3 and 9.4 do not affect the validity and operation of the Agreement, and the Customer remains obliged to perform the obligations. If the circumstances indicate that the current Agreement cannot reasonably be maintained, EP NL energy shall be entitled to adjust the Agreement to the changed circumstances, including any agreed prices, surcharges and fees. If EP NL energy has not been informed, or has not been informed in time, by the Customer regarding the matters described in clauses 9.3 and 9.4, EP NL energy is entitled to claim the costs and damages incurred as a result of the failure to provide information (in time).

9.6 The Customer is responsible for ensuring that EP NL

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

energy has the correct details at least four (4) weeks before the start of the Supply for the purpose of the proper performance of the Agreement. If EP NL energy does not have the correct details of the Customer at least four (4) weeks before the start of the Supply, EP NL energy shall not be liable for any failure in the performance of the Agreement. Any costs incurred or damage suffered by EP NL energy as a result shall be borne by the Customer.

- 9.7** The Customer must inform EP NL energy by email prior to or during the term of the Agreement if any changes occur that result in the Customer meeting, or no longer meeting, the requirements of a Micro-enterprise from that point onwards. In the event of such changes, EP NL energy is entitled to adjust the Agreement in line with these circumstances.

Deviating from clause 9.5 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

9.8 In addition to clause 9.1, the following applies: A Customer must, upon entering into the Agreement, inform EP NL energy that the Customer meets the requirements of a Micro-enterprise. A Micro-enterprise is an enterprise with less than ten employees and an annual turnover or annual balance sheet total of no more than 2 million euros (€ 2,000,000.00).

9.9 In principle, the adjustments referred to in clauses 9.3 and 9.4 do not affect the validity and operation of the Agreement, and the Customer remains obliged to perform the obligations. If the circumstances indicate that the current Agreement cannot reasonably be maintained, EP NL energy shall be entitled to adjust the Agreement to the changed circumstances. In the event of a revision of the terms and conditions, prices, surcharges and/or fees that has a negative impact on the Customer, the Customer has the option to terminate the Agreement within thirty (30) calendar days, without any costs being charged for this.

CLAUSE 10

Special obligation to inform in the event of a change in the Forecast Volume

10.1 The Customer – with a contractual Annual Volume of more than 2 million (2,000,000) kWh or more than eight hundred thousand (800,000) Nm³ – is, based on the Forecast Volume, obliged to inform EP NL energy as soon as possible (upon discovery) of:

- A. prior to the Supply Year: Planned outages, such as maintenance shutdowns, production changes on Public Holidays and during holiday periods, etc. (the so-called

shutdown calendar). The Customer must notify EP NL energy of this forecast one (1) month before the start of the Supply Year;

- B. during the Supply Year: Anticipated changes to planned outages, such as maintenance shutdowns, production changes on Public Holidays and during holiday periods, etc. The Customer must notify EP NL energy of the change at least one (1) month before the planned outage takes effect;
- C. unplanned interruptions, breakdowns, disconnections and/or other unplanned deviations from standard operations, as soon as possible, but within 24 hours;
- D. for electricity: substantial deviations of the actual Consumption of electricity compared to the expected Monthly, Quarterly and/or Annual Volume. A substantial deviation is defined as a deviation of more than 10% from the expected Annual volume and/or a deviation of more than 2 million (2,000,000) kWh from the expected Monthly, Quarterly and/or Annual volume;
- E. for gas: substantial deviations of the actual Consumption of gas compared to the expected Monthly, Quarterly and/or Annual Volume. A substantial deviation is defined as a deviation of more than 10% from the expected Annual Volume and/or a deviation of more than eight hundred thousand (800,000) Nm³ from the expected Monthly, Quarterly and/or Annual Volume;
- F. deviations in the Forecast Volume compared to the historical Profile (previously supplied by the Customer to EP NL energy);

10.2 Once EP NL energy has been notified in time by the Customer regarding the matters described in clause 10.1, EP NL energy shall then determine, in all reasonableness, the conditions under which electricity and/or gas will be supplied to the Customer for the remaining agreed Supply Period.

10.3 If EP NL energy has not been informed by the Customer, or has not been informed in time, regarding the matters described in clause 10.1, EP NL energy shall be entitled, in addition to the options set out in clause 10.2, to claim the costs and damages incurred as a result of the failure to provide such information (in time).

***Clause 10 does not apply to End Users with a Small Connection and Micro-enterprises.**

CLAUSE 11

Additional obligation to inform regarding own generation or storage facilities

11.1 If, prior to or during the Supply Period, the Customer installs, expands or decommissions own generation or storage facilities for electricity and/or heat (for example, but not limited to, solar panels, a wind turbine, a battery, a CHP or an E-boiler) at one or more Supply Addresses, and/

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

or obtains possibilities to regulate and/or control solar panels, the Customer must, in all cases, inform EP NL energy at least eight (8) weeks before these own generation or storage facilities are installed, expanded or decommissioned.

11.2 If EP NL energy was not informed about the change to these own generation or storage facilities at the time the Agreement was concluded, EP NL energy is entitled, in all reasonableness, to determine the conditions and prices under which electricity and/or gas will be supplied to the Customer for the (remaining) agreed Supply Period. A change in prices and/or conditions pursuant to this clause 11 does not entitle the Customer to terminate the Agreement unilaterally. In the event that the Customer does terminate the Agreement, EP NL energy shall charge the Customer an immediately payable penalty of at least the costs in accordance with the Penalty Clause, as stated in the Agreement. Clause 4.5 of these General Terms and Conditions also applies expressly in this regard.

11.3 If the Customer has not notified EP NL energy of this (change to) own generation or storage facilities at least eight (8) weeks prior to installation, expansion or decommissioning, EP NL energy is entitled to charge the Customer, with retroactive effect, all (additional) costs and any loss suffered by EP NL energy as a result of these own generation or storage facilities

Deviating from clauses 11.2 and 11.3 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises and End Users with a Small Connection;

11.4 If EP NL energy was not informed about the change to these own generation or storage facilities at the time the Agreement was concluded, the Agreement provides for the manner in which prices and any conditions will be adjusted. A change in prices and/or conditions based on the terms set out in the Agreement does not entitle the Customer to terminate the Agreement unilaterally. In the event that the Customer does terminate the Agreement, EP NL energy will, in certain cases, charge the Penalty Clause, as stated in the Agreement.

11.5 If the Customer has not notified EP NL energy of this (change to) own generation or storage facilities prior to installation, expansion or decommissioning, EP NL energy is entitled to apply the prices and conditions as described in the Agreement to the relevant period from the start of the change.

CLAUSE 12

Compliance with legislation and privacy

12.1 The Customer warrants that all applicable legislation and regulations will be complied with in the performance of this Agreement. More specifically, the Customer confirms:

A. compliance with anti-corruption, anti-money laundering and anti-fraud legislation, such as, but not limited to, the wvft ('wet ter voorkoming van witwassen en financieren van terrorisme'). The Customer complies with this legislation.

B. The Customer further expressly warrants that it is familiar with both national (Dutch) and European (EU) sanctions lists, as well as sanctions lists of the United States and the United Kingdom, and declares that neither the Customer nor any of the Customer's employees or persons involved in the conclusion of this Agreement are listed on any such list. The Customer shall notify the Supplier in writing without delay as soon as any change occurs in this situation.

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

12.3 EP NL energy reserves the right, should the Customer fail to comply with (any part of) clauses 12.1 and 12.2, to suspend the obligations under this Agreement and to terminate the Agreement with immediate effect without any liability, unless such liability arises from the supplier's willful misconduct or gross negligence.

12.4 When requesting a service or product, EP NL energy asks the Customer to provide company details to EP NL energy. These details are used within EP NL energy for the purpose of accepting the request, executing the Supply Agreement and managing the customer relationship. EP NL energy can also use this information to inform the Customer about products and services relevant to the Customer. If the Customer does not wish to receive information about products and services, the Customer can notify EP NL energy of this by email.

12.5 The Customer's company details can also contain personal data. EP NL energy handles this personal data with the utmost care and secures these in accordance with high standards. EP NL energy will not process sensitive personal data. Information on when and why EP NL energy requests personal data and how EP NL energy handles this personal data can be found on the EP NL energy website under 'Privacy Policy'. This also includes information on the Customer's rights as a data subject, such as the right to access customer data and, where

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

applicable, to adjust the data. It also sets out how and when the Customer can object to the processing of personal data.

- 12.6** In order to comply with the rules governing communication between market parties (System Operator, metering responsible parties and suppliers) and for the drafting and/or execution of the Supply Agreement, EP NL energy shares company details, 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, during the term of the Supply Agreement, to record or have recorded this data concerning the Customer in these central databases.

CLAUSE 13

Termination by the Customer

- 13.1** If the Customer and EP NL energy have entered into a legally valid Agreement for a fixed term, the Customer does not have the option to terminate the Agreement before the end of the Contract Period. The Customer cannot:

- Switch to another supplier during the Contract Period;
- Give notice, prior to the start of the Contract Period, that Supply will not take place;

Should the Customer fail to comply with the Agreement, EP NL energy will request the Customer to declare in writing, within fourteen (14) calendar days, that the Customer is prepared to comply with the Agreement after all.

If the Customer fails to comply with EP NL energy's request, EP NL energy shall charge the Customer an immediately payable penalty in accordance with the Penalty Clause, as set out in the Agreement. Clause 4.5 of these General Terms and Conditions also applies expressly in this regard.

- 13.2** The Penalty Clause, as referred to in clause 13.1, shall be charged to the Customer, without prejudice to EP NL energy's right to demand that the Customer still complies with the Agreement and without prejudice to EP NL energy's right to claim compensation.

Deviating from clauses 13.1 and 13.2 of the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

13.3 If the Customer and EP NL energy have entered into a legally valid Agreement for a fixed term, the Customer has a reflection period until 10:00 a.m. on the next working day following the working day on which the Agreement was concluded.

13.4 After the reflection period has expired, the Customer can only terminate the Agreement in

compliance with the Penalty Clause for Micro-enterprises. This Penalty Clause is calculated in accordance with the Energy Act. The calculation is stated in the Agreement.

13.5 If the outcome of the Penalty Clause for Micro-enterprises is negative or nil, no penalty is due from the Customer to EP NL energy, but EP NL energy is also not liable to pay any compensation to the Customer.

13.6 The Penalty Clause for Micro-enterprises, as described above, is immediately payable by the Customer to EP NL energy.

CLAUSE 14

Liability

- 14.1** EP NL energy's liability is limited solely to any attributable shortcoming in the performance towards the Customer in connection with the Supply. Thus, EP NL energy shall not be liable for any failure relating to the connection(s) and/or transport on the electricity and/or gas System.

14.2 EP NL energy shall in no event be liable for indirect, consequential and/or business interruption losses, except where the loss is a result of willful misconduct or gross negligence on the part of EP NL energy.

14.3 EP NL energy's aggregate liability shall in total be 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, subject at all times to a maximum amount of one million euros (€1,000,000.00) per event and up to a maximum amount of five million euros (€5,000,000.00) per year.

14.4 EP NL energy shall not be liable if, in any way, injury or damage is caused by or in connection with services provided by a System Operator, such as transport, including any obstructions, restrictions, strikes or impediments to the Supply.

CLAUSE 15

Force majeure

15.1 A Party that is wholly or partially unable to fulfil the obligations under the Agreement due to force majeure in accordance with clause 6:75 of the Dutch Civil Code shall be wholly or partially released from the obligation to fulfil those obligations, with the exception of payment obligations and notification obligations, if and to the extent that the Party legitimately invokes force majeure.

15.2 The Party invoking force majeure shall notify the other Party in writing as soon as possible after the force majeure situation has arisen, specifying the occurrence and cause

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
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of the force majeure and, where possible, providing a reasonable estimate of the expected duration of the force majeure situation.

- 15.3** An appeal to force majeure shall in any event be justified in the event of, but not limited to: natural disasters, war, insurrection, sabotage, disasters, the non functioning or not in time functioning of pipelines or Systems, labour disputes, government imposed orders or prohibitions, and existing or imminent shortages of the electricity and/or gas to be supplied as a result of a serious disruption of the balance between supply and demand. Force majeure shall also be deemed to include defects or limitations in or of the System, as well as a shortage or a surplus of capacity at the relevant System Operator.
- 15.4** If the situation of force majeure continues for at least three (3) weeks, both EP NL energy and the Customer shall have the right to terminate, in whole or in part and with immediate effect, the portion of the Agreement that cannot be performed.
- 15.5** (Partial) termination of the Agreement by the Customer is only permitted after payment of all amounts due to EP NL energy, regardless of whether such amounts are already due and payable.

CLAUSE 16

Applicable law

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

CLAUSE 17

Complaints procedure and Disputes Committee

- 17.1** A complaint from the Customer must first be submitted by email to EP NL energy (zakelijk@epnl.nl), or by letter to the address stated at the bottom of these 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.
- 17.2** If the Customer is not satisfied with the handling of the complaint, the Customer has the option to submit the complaint/dispute to the Disputes Committee Business Energy ('Geschillencommissie') (www.degeschillencommissie.nl). This must be done within the deadlines set for this purpose.
- 17.3** 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.
- 17.4** The Disputes Committee issues the decision under the

conditions set out in the 'Rules of the Disputes Committee Business Energy'. Decisions of the Disputes Committee are issued in the form of binding advice. A fee is payable for the handling of a dispute.

CLAUSE 18

Final provisions

- 18.1** EP NL energy is entitled to unilaterally adjust these General Terms and Conditions. Any adjustments will be communicated to the Customer in a timely manner and will enter into force one (1) month after the date of publication, unless a different date is specified in the publication. The adjusted General Terms and Conditions shall apply to all existing Supply Agreements with End Users.
- 18.2** EP NL energy reserves the right to pass on to the Customer any changes in national and/or European legislation and regulations — including, but not limited to, changes in Energy Tax and VAT prices — as well as generic changes, such as restructuring of the price structure for capacity, national transport, penalties and/or commodity, introduced before or during the term of the Agreement.
- 18.3** Subject to clause 18.1, any adjustments or additions to the Agreement shall only be valid insofar as they have been agreed in writing between the Parties.
- 18.4** If one or more clauses in the Agreement or in these General Terms and Conditions are null and void or are annulled, the remaining clauses shall remain in full force and effect. The Parties shall then consult with each other in order to agree on a new clause to replace the invalid clause, taking into account the intent and purpose of the original clause as closely as possible.
- 18.5** These General Terms and Conditions can be cited as: 'General Terms and Conditions for the Supply and Redelivery of electricity and the Supply of gas to business Customers (January 2026)'.
- 18.6** These General Terms and Conditions can be found at www.epnl.nl, are available for inspection at EP NL energy and can be obtained free of charge upon request.

Deviating from the General Terms and Conditions, the following applies to End Users who are Micro-enterprises;

- 18.7** If EP NL energy adjusts the General Terms and Conditions pursuant to clause 18.1, EP NL energy shall do so only in the event of:
- a change in legislation or regulations, guidelines or policy rules issued by a competent (government) authority; or
 - a court ruling or a decision of a supervisory authority.

Visiting address

Poelendaesingel 10
4335 JA Middelburg

Contact

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18.8 In such cases, the Customer has the right to terminate the Agreement from the day of receipt of the notification up to the announced effective date of the adjusted terms. If these adjustments constitute a statutory obligation and/or the adjustments do not have adverse consequences for the Customer, EP NL energy shall be entitled, in the event of termination by the Customer, to charge the Penalty Clause in accordance with clause 13.4.

18.9 If the Agreement between the Customer and EP NL energy is for an indefinite period, EP NL energy is also entitled to adjust the General Terms and Conditions if:

- the adjustment is reasonably deemed necessary by EP NL energy due to technological or other developments in the energy market or energy sector, provided that such an adjustment takes place no more than once every twelve (12) months; or
- the adjustment is required due to a court ruling or a decision of a supervisory authority.

Visiting address

Poelendaelesingel 10
4335 JA Middelburg

Contact

zakelijk@epnl.nl
EPNL.nl

CONTACT DETAILS



VISITING ADDRESS

Poelendaeesingel 10
4335 JA Middelburg
The Netherlands



EMAIL

zakelijk@epnl.nl

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://www.epnl.nl) for more information.