

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. COMMENCEMENT AND DURATION OF AGREEMENT

- 1.1 This Supply Contract shall take effect on the Effective Date and shall, subject to earlier termination in accordance with these General Terms and Conditions of Supply, continue until the End Date.
- 1.2 The parties intend that the supply of electricity at each Meter Point and the export of electricity at each Meter Point (if applicable) shall commence on the Intended Commencement Date for that Meter Point and shall each do all such things as are reasonably required in order to achieve this.
- 1.3 The Customer shall ensure that there are no grounds for any supplier to raise an objection to the transfer to Vattenfall of responsibility for each Meter Point with effect from the Intended Commencement Date for that Meter Point and shall ensure that any contract for the supply of electricity (and, if applicable, any contract for the export of electricity) at any Meter Point is terminated prior to the Intended Commencement Date for that Meter Point.
- 1.4 Vattenfall shall ensure that responsibility for the supply of electricity at each Meter Point under the Industry Rules is transferred to it within twenty-one (21) days of the Effective Date unless:
- 1.4.1 the Customer has requested a later date for that Meter Point (which the Customer acknowledges to be the case if the Intended Commencement Date for that Meter Point is such a later date);
- 1.4.2 the Customer notifies Vattenfall that it does not wish the transfer of responsibility to take place; or
- 1.4.3 one of the conditions in standard licence condition 14A.3 of Vattenfall's electricity supply licence applies (which include, for example, the situation where the transfer is prevented due to the Customer's current supplier blocking the transfer or circumstances outside Vattenfall's control),
- and Vattenfall shall have no liability for a failure to be so responsible for the supply of electricity to any Meter Point where any of the circumstances referred to in clause 1.4.1, 1.4.2 or 1.4.3 applies.
- 1.5 In the event that responsibility for any Meter Point is not transferred to Vattenfall under the Industry Rules by the Intended Commencement Date for that Meter Point, except where such failure is due to Vattenfall's default or breach of this Supply Contract, Vattenfall shall be entitled:
- 1.5.1 to charge the Customer an amount equal to any Losses incurred by Vattenfall as a result of such delay; and/or
- 1.5.2 if responsibility for any Meter Point has still not transferred to Vattenfall within ten (10) days of the Intended Commencement Date:
- (a) to elect that such Meter Point(s) cease to be subject to the terms of this Supply Contract with effect from the date of notice being given to the Customer; and/or
- (b) to terminate this Supply Contract, but only if ten per cent. (10%) or more (by number or by expected consumption, whichever is the lesser) of the Meter Points specified on the Contract Form are not so transferred.
- 1.6 In the case of any Metering Equipment that is not capable of being read remotely, the Customer shall provide a meter reading on the Commencement Date for that Meter Point. In the event that the Customer fails to do so, Vattenfall shall be entitled to substitute its own estimate of such meter reading.

2. THE SUPPLY

Total Supply Requirements

- 2.1 The Customer agrees to purchase from Vattenfall its total requirements for electricity at each Facility and Meter Point on and from the Commencement Date for such Facility and Meter Point until the end of the Term, except to the extent such requirements are met by Onsite Generation and/or Onsite Storage and Vattenfall shall supply and the Customer shall take such electricity subject to and in accordance with this Supply Contract.

Exported Electricity

- 2.2 The Customer shall sell all the electricity it exports at any Meter Point to Vattenfall on and from the Commencement Date for such Meter Point until the end of the Term and the Customer shall supply and Vattenfall shall take such electricity, subject to and in accordance with this Supply Contract.
- 2.3 Unless otherwise agreed in the Product Appendix and subject to clause 2.4, Vattenfall shall not purchase any renewable benefits from the Customer nor make any payments to the Customer pursuant to the FIT Scheme.
- 2.4 If so requested by Vattenfall, the Customer shall transfer to Vattenfall's nominated account any REGO Certificates issued to it by the Authority in respect of any electricity sold to Vattenfall pursuant to this Supply Contract.

Right to Object to Transfer

- 2.5 Vattenfall has the right to enter an objection under the customer transfer process and prevent an alternative supplier from Registering any Meter Point if:
- 2.5.1 the alternative supplier would Register a Meter Point before the end of the Term;
- 2.5.2 the Customer has not made a payment due under this Supply Contract;
- 2.5.3 an alternative supplier attempts to Register a Meter Point in error;
- 2.5.4 an alternative supplier attempts to Register one or more Meter Points relating to a Facility, but does not attempt to Register any other Meter Points relating to the same Facility; and/or
- 2.5.5 the Customer requests it to do so.

Maximum Import Capacity and Maximum Export Capacity

- 2.6 The Customer agrees neither to take electricity at any Meter Point in excess of the Maximum Import Capacity for that Meter Point nor export electricity at any Meter Point in excess of the Maximum Export Capacity for that Meter Point.
- 2.7 In the event that the Customer breaches its obligation in clause 2.6 (and without prejudice to any other remedies Vattenfall may have in such event), the Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified against any Losses incurred or suffered by Vattenfall as a result.

Assistance

- 2.8 The Customer shall provide to Vattenfall all assistance and information reasonably required by Vattenfall to enable Vattenfall to comply with its obligations under the Industry Rules in relation to the supply of electricity to and from the Facilities and the Meter Points.

Addition and Removal of Facilities/Meter Points

- 2.9 Subject to clause 2.10 and any condition specified in the Product Appendix, the Customer may elect for:
- 2.9.1 one or more additional premises to become Facilities or one or more meter points to become Meter Points; and/or
- 2.9.2 if the Customer or any Supply Recipient ceases to own or occupy a Facility, such premises to cease to be Facilities and the Meter Points relating to those Facilities to cease to be Meter Points.
- 2.10 The Customer shall notify Vattenfall at least thirty (30) days in advance of the date on which the Customer wishes the premises or meter point to become or cease to be a Facility or Meter Point (as applicable).

Nature of Supply

- 2.11 The electricity supplied by Vattenfall to the Customer for each Facility shall be delivered by the operator of the local distribution network at the relevant Meter Point and responsibility and risk for the electricity (including in respect of electrical losses) transfers to the Customer at such Meter Point.
- 2.12 The Customer acknowledges that the electricity will be delivered by the operator of the local distribution network in accordance with the terms of the Customer's Connection Agreement. Vattenfall shall not be responsible for the characteristics of the electricity delivered or for any interruption in delivery and the supply of electricity shall be subject to Vattenfall's or the local distribution network operator's rights to interrupt, reduce, de-energise or disconnect the supply to the Customer.

Renewable Supply

- 2.13 Where the Contract Form specifies that all or a proportion of the electricity to be supplied to the Customer pursuant to this Supply Contract is to be from a renewable source, Vattenfall shall, subject to clause 2.14, use reasonable endeavours to purchase and redeem an amount of REGO Certificates that specifies a volume of electricity equivalent to that supplied to the Customer (or the proportion of such electricity specified on the Contract Form to be from a renewable source).
- 2.14 In the event that there is a change in law or regulations that affects the availability, nature or relevance of REGO Certificates or where Vattenfall cannot purchase REGO Certificates for any reason, Vattenfall may, at its sole discretion, elect to use an alternative means to demonstrate the procurement of electricity from a renewable source. In such event, Vattenfall may vary the charges payable by the Customer pursuant to this Supply Contract to reflect any additional costs it incurs as a result.
- 2.15 Vattenfall makes no warranty or representation as to any environmental benefits arising from the purchase and redemption of REGO Certificates and/or the procurement of electricity from a renewable source.

Customer Representations, Warranties and Undertakings

- 2.16 The Customer represents, warrants and undertakes to Vattenfall that as at the Effective Date and throughout the Term:
- 2.16.1 none of the Facilities constitutes or will constitute a Domestic Premises;
- 2.16.2 none of the Facilities constitutes or will constitute a Green Deal Premises;
- 2.16.3 the Customer is not and will not be a Micro Business Consumer;
- 2.16.4 the Customer is a party to and will remain a party to a Connection Agreement for each Meter Point and is compliant and will comply with its terms and conditions;
- 2.16.5 there is and will be the Metering Equipment required by the Industry Rules and the Product Appendix installed at each Meter Point;
- 2.16.6 there is not and will not be any Onsite Generation or Onsite Storage at any Facility, except for that recorded on the Contract Form or notified to Vattenfall at least thirty (30) days in advance of its installation;
- 2.16.7 the Customer is not party to any demand side response, balancing service, ancillary service or similar agreement and shall not provide demand side response, balancing service, ancillary service or similar services without Vattenfall's prior written consent, except to the extent specified on the Contract Form;
- 2.16.8 none of the Facilities is connected to a private network that is, or is capable of, supplying any third party premises;
- 2.16.9 the Customer is and will be the owner and/or occupier of each Facility unless it has notified Vattenfall that it is not the owner and/or occupier of such Facility and has provided Vattenfall with details of the relevant owner and/or occupier (being a "Supply Recipient") and evidence in a form acceptable to Vattenfall that it is acting under the authority of the owner and/or occupier in entering into this Supply Contract;
- 2.16.10 it has a full understanding of the material terms and risks of this Supply Contract, including those associated with any flexible purchasing permitted by the Product Appendix (such as price fluctuations on the trading market) and it is capable of assuming those risks, conscious of the consequences of its decisions and accepts the associated financial consequences at its own expense and risk;

- 2.16.11 Vattenfall is not acting as a fiduciary or an advisor for it, nor has Vattenfall given to it or any of its representatives any advice, representation, assurance or guarantee as to the expected performance, benefit or result of this Supply Contract or on when or how the Customer should set prices where the Customer is permitted to do so pursuant to the Product Appendix;
- 2.16.12 the Customer wishes to use the pricing structures applicable to this Supply Contract for commercial purposes to manage its costs of purchasing electricity for its business or for selling its expected Onsite Generation and not for a speculative or investment purpose;
- 2.16.13 all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) that are required to enable the Customer to fulfil any of its obligations under this Supply Contract (the “**required authorisations**”) have been obtained and are in full force and effect and all conditions of any such required authorisations have been complied with; and
- 2.16.14 none of the events specified in clause 9.1, nor an event which with notice and/or lapse of time would constitute such an event, has occurred.

Supply Licence

- 2.17 Vattenfall represents and warrants to the Customer that as at the Effective Date, and undertakes that throughout the Term it will hold, an electricity supply licence.

Customer Agent

- 2.18 Vattenfall may provide the Customer Agent with information relating to this Supply Contract (including but not limited to copies of this Supply Contract, Billing Period Statements and/or Site Specific Billing Statements and information relating to the Customer’s payment history and consumption) unless the Customer has given reasonable notice to Vattenfall not to do so.

3. CHARGES AND PAYMENT

Billing Period Statements

- 3.1 In respect of each Billing Period, Vattenfall shall issue a written statement to the Customer (the “**Billing Period Statement**”) showing for that Billing Period (subject to clause 3.27):
 - 3.1.1 the Energy Charges (which shall be payable by the Customer if they are a positive amount and by Vattenfall if they are a negative amount);
 - 3.1.2 the Pass Through Charges payable by the Customer;
 - 3.1.3 any Fixed Charges payable by the Customer;
 - 3.1.4 any Reconciliation Amounts (which shall be payable by the Customer if they are a positive amount or payable by Vattenfall if they are a negative amount);
 - 3.1.5 any other amount owing from one Party to the other under this Supply Contract;
 - 3.1.6 the net amount payable from one Party to the other after taking into account all the matters set out above; and
 - 3.1.7 any VAT payable by the Customer.

Payment Mechanics

- 3.2 By the later of the Specified Number of Days following the end of the Billing Period Statement or five (5) Business Days of the day on which the Billing Period Statement is issued, the Customer or Vattenfall shall pay to the other Party the net amount payable in accordance with the Billing Period Statement (provided that, where site specific billing is specified to apply in the Contract Form, clause 3.28 shall apply instead of this clause 3.2).
- 3.3 Failure by a Party to pay the amount payable by it in accordance with this Supply Contract shall entitle the other Party to require the non-paying Party to pay interest to it on the sum overdue. Such interest shall accrue at 7% above the Bank of England base rate, as compounded annually from the date such sum first became due until the date received.
- 3.4 All payments under this Supply Contract shall be made in pounds sterling by the payment method specified for that Party in the Contract Form or agreed between the parties from time to time to the account number, bank and branch specified for the receiving Party in the Contract Form or as the receiving Party may from time to time notify the other Party. Where the payment method specified is direct debit, the Customer shall provide Vattenfall with a signed direct debit mandate within fourteen (14) days of the Effective Date (and a failure to do so will be deemed to be a material breach of this Supply Contract).

Set Off

- 3.5 Subject to clause 3.6, all payments due under this Supply Contract shall be made free from any restriction or condition and without any deduction or withholding (for tax or other amount), whether by way of set-off or otherwise, unless this is required by law. If any deduction or withholding is so required by law, then the payer shall account for the relevant deduction or withholding in full to the relevant authority and pay such additional amount to the other Party as ensures that the other Party receives the same net amount that it would have done had the relevant deduction or withholding not occurred.
- 3.6 Vattenfall may set-off (in whole or in part) any payments that are due to Vattenfall from the Customer against any payment due to the Customer from Vattenfall, whether under this Supply Contract or otherwise.

No Accurate Information

- 3.7 If any information required to prepare a Billing Period Statement and/or Site Specific Billing Period Statement is not available at the time that the Billing Period Statement and/or Site Specific Billing Period Statement is prepared, then Vattenfall may prepare that Billing Period Statement and/or Site Specific Billing Period Statement based on its reasonable estimate of that information.

- 3.8 If there is any change to the information used to prepare a Billing Period Statement and/or Site Specific Billing Period Statement after that Billing Period Statement and/or Site Specific Billing Period Statement is issued or information that was estimated in order to prepare a Billing Period Statement and/or Site Specific Billing Period Statement becomes available, in each case within twenty-four (24) months of the date of the Billing Period Statement and/or Site Specific Billing Period Statement being issued, Vattenfall shall reflect the changed or newly available information in a subsequent Billing Period Statement and/or Site Specific Billing Period Statement.

Disputes

- 3.9 All amounts shown in any Billing Period Statement or Site Specific Billing Period Statement must be paid in full, even if part of a Billing Period Statement or Site Specific Billing Period Statement is in dispute. If it is subsequently agreed or determined that part or all of any disputed amount was not properly payable by the Customer then the Customer shall receive a credit in the next Billing Period Statement or Site Specific Billing Period Statement issued by Vattenfall for the agreed amount.
- 3.10 A Party shall not under any circumstances be entitled to initiate any dispute concerning any sum shown in, or which should have been shown in, a Billing Period Statement or Site Specific Billing Period Statement more than twenty-four (24) months after the Billing Period Statement or Site Specific Billing Period Statement is issued, or should have been issued.

VAT

- 3.11 An amount equal to VAT payable to a Party shall not be required to be paid before the other Party provides it with a valid VAT invoice in relation to that amount. Each Party shall provide the other with any additional valid VAT invoices as required for the purposes of this Supply Contract.
- 3.12 The charges and any other amounts payable pursuant to this Supply Contract are exclusive of VAT, which shall be added to the charges or such other amounts, if applicable, at the rate prevailing at the time.
- 3.13 The Customer represents, warrants and undertakes to Vattenfall in relation to the supply that, for the purposes of the VAT Directive 2006/112/EC (the "**Directive**") and any related legislation, it is:
- 3.13.1 not a 'taxable dealer' as defined in article 38 of the Directive, and therefore the place of supply of the electricity delivered shall be deemed to be the place where the customer effectively uses and consumes the goods, being the United Kingdom;
 - 3.13.2 established in the United Kingdom (such that, where all or part of the electricity is not effectively consumed by the Customer, those non-consumed goods shall be deemed to have been used and consumed in the United Kingdom for the purposes of article 39 of the Directive); and
 - 3.13.3 registered for VAT in the United Kingdom with the VAT registration number specified in the Contract Form and will account for UK VAT under the reverse charge mechanism as prescribed by section 9A of the Value Added Tax Act 1994.
- 3.14 The Customer undertakes to inform Vattenfall within thirty (30) days if the representations and warranties given under clause 3.13 fail or cease to be true and accurate at any time or if the Customer breaches its undertakings under clause 3.13. In the event that:
- 3.14.1 the representations and warranties given under clause 3.13 cease to be true and accurate;
 - 3.14.2 the Customer breaches its undertakings under clause 3.13; or
 - 3.14.3 the Customer fails to inform Vattenfall as required by this clause 3.14,
- the Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified in respect of any and all VAT, penalties and interest incurred by Vattenfall as a result.
- 3.15 Vattenfall represents, warrants and undertakes to the Customer in relation to the supply that, for the purposes of the Directive and any related legislation, it is:
- 3.15.1 a 'taxable dealer' as defined in article 38 of the Directive, and therefore the place of supply of the electricity delivered shall be deemed to be the place where Vattenfall has established its business, being Germany;
 - 3.15.2 established in Germany and registered for VAT in Germany with the VAT registration number DE 813 152 937 and will account for German VAT under the reverse charge mechanism.

Climate Change Levy

- 3.16 If any Facility is eligible for an exemption from or discount to the main rate of Climate Change Levy, the Customer must notify Vattenfall and send a completed PP11 form to Vattenfall prior to the First Intended Commencement Date for that Facility.
- 3.17 If a direction providing that the Customer is to be treated as a utility for the purposes of the Climate Change Levy has been issued pursuant to paragraph 151 of Schedule 6 of the Finance Act 2000 (a "**Utility Direction**"), the Customer must notify Vattenfall and send a copy of such direction to Vattenfall prior to the First Intended Commencement Date (or, if the Utility Direction is issued after such date, promptly following the receipt of the Utility Direction by the Customer).
- 3.18 The Customer shall notify Vattenfall immediately in the event of any change to any Facility's eligibility for an exemption from or discount to the Climate Change Levy, or in the event of any Utility Direction being ineffective or the Customer failing to comply with any requirement relating to the Utility Direction.
- 3.19 Where the Customer notifies Vattenfall that:
- 3.19.1 it is eligible for an exemption from or discount to the Climate Change Levy (or any similar tax, duty, levy, charge or impost) when the Customer is not so eligible; or
 - 3.19.2 a Utility Direction has been issued, when either a Utility Direction has not been issued or such direction is or becomes ineffective, or the Customer has failed to comply with any requirement relating to a Utility Direction,
- it shall indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses incurred or suffered by Vattenfall as a result.

Energy Intensive Industries Exemptions

- 3.20 If any Facility is eligible for an exemption from or discount to the costs of the renewables obligation, the contracts-for-differences scheme or the FIT Scheme (an “**EII Exemption**”), the Customer shall notify Vattenfall and, throughout the Term, provide Vattenfall with up to date and valid certificates for such EII Exemption and any other information relating to its EII Exemption requested by Vattenfall.
- 3.21 The Customer shall notify Vattenfall immediately in the event of any change to any Facility’s EII Exemption status.
- 3.22 Where the Customer notifies Vattenfall that it is eligible for an EII Exemption when it is not so eligible, it shall indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses incurred or suffered by Vattenfall as a result.

Pass Through Charges

- 3.23 Except to the extent a cost or charge is specified to be an Inclusive Charge, the Pass Through Charges payable by the Customer in respect of any Billing Period shall comprise:
- 3.23.1 the Metering Charges in respect of that Billing Period;
- 3.23.2 the Electrical Losses Charges in respect of that Billing Period;
- 3.23.3 the Network Charges in respect of that Billing Period;
- 3.23.4 the Regulatory Charges in respect of that Billing Period;
- 3.23.5 any Customer Agent Charges in respect of that Billing Period; and
- 3.23.6 all other costs or charges incurred or to be incurred by Vattenfall in respect of that Billing Period that are outside Vattenfall’s reasonable control relating to and/or associated with or fairly apportioned to the supply of electricity to or from the Facilities pursuant to this Supply Contract,
- in each case in the amount determined by Vattenfall (the “**Pass Through Charges**”).

Principles for Charging

- 3.24 In determining or estimating costs or charges incurred or to be incurred by Vattenfall, no account shall be taken of any benefit or reduction in costs arising from the supply or offtake of electricity by Vattenfall to or from other premises or generating plant of Vattenfall or any third party.
- 3.25 Vattenfall shall have no obligation to reflect an EII Exemption, a Utility Direction or an exemption from or discount to the Climate Change Levy within the Regulatory Charges unless the Customer has complied with its obligations under this clause 3 and Vattenfall is satisfied with the information provided by the Customer. Vattenfall may reflect an EII Exemption, a Utility Direction or an exemption from or discount to the Climate Change Levy within the Regulatory Charges in an amount and from the date it determines.
- 3.26 If any part of the Supply Period falls within a Triad Season:
- 3.26.1 Vattenfall may estimate the Customer’s likely average demand during each Triad Period (which shall be done on the assumption that there will be no export during any Triad Period) and on that basis estimate the part of the Demand Tariff that Vattenfall is likely to incur for the relevant TNUoS Year as a result of being the Registrant of the Meter Points (the “**Estimated Demand Tariff Charges Amount**”); and
- 3.26.2 Vattenfall shall be entitled to divide the Estimated Demand Tariff Charges Amount between each Billing Period that falls within the relevant TNUoS Year and charge the Customer an amount equal to this pro-rated amount as a prepayment in each such Billing Period, with reconciliation once the part of the Demand Tariff that Vattenfall incurs for the relevant TNUoS Year as a result of being the Registrant of the Meter Points is known.

Site Specific Billing

- 3.27 If site-specific billing is specified as applying on the Contract Form, Vattenfall shall issue, in respect of each Billing Period, written statement(s) to the Customer showing for that Billing Period the items specified in clauses 3.1.1 to 3.1.7 apportioned to each Business Unit in a manner that Vattenfall considers is fair and appropriate (each such statement being a “**Site Specific Billing Period Statement**”).
- 3.28 Subject to clause 3.29, within the Specified Number of Days of the day on which each Site Specific Billing Period Statement is issued, the Customer or Vattenfall (as applicable) shall pay (or in the case of the Customer procure that the Supply Recipient pays) to the other Party the net amount payable in accordance with each Site Specific Billing Period Statement.
- 3.29 Vattenfall shall have no obligation to make any payment pursuant to a Site Specific Billing Period Statement until the Customer has made (or procured a Supply Recipient to make) each payment owed by the Customer pursuant to a Site Specific Billing Period Statement.

Payments to and from Supply Recipients

- 3.30 The Customer may discharge its payment obligation (in whole or in part) by procuring that one or more Supply Recipient pays an amount due to Vattenfall under this Supply Contract.
- 3.31 If the Customer provides account details for any Supply Recipient in the Contract Form, the Customer shall be deemed to have directed Vattenfall to make payments to that Supply Recipient where any such payments become due in relation to that Supply Recipient’s Business Unit and any such payment shall discharge any corresponding payment obligation owed by Vattenfall to the Customer.

4. CREDIT SUPPORT

Initial Performance Assurance

- 4.1 If the Contract Form provides that the Initial Performance Assurance Clause shall apply to the Customer, then the Customer shall provide:
- 4.1.1 by the Performance Assurance Date, Performance Assurance in an amount at least equal to the amount specified in the Contract Form as the Relevant Amount; and

4.1.2 thereafter, following an increase in the Relevant Amount, within three (3) Business Days of the same, Performance Assurance in an amount at least equal to the then Relevant Amount.

Material Adverse Change

4.2 If the Contract Form provides that the Material Adverse Change Clause shall apply to the Customer, then if at any time from the Effective Date until the end of the Relevant Period a Material Adverse Change occurs in respect of the Customer, the Customer shall upon request by Vattenfall provide (to the extent not already provided) Performance Assurance to Vattenfall within five (5) Business Days of such request.

Credit Rating

4.3 If the Contract Form provides that the Customer shall be required to maintain an Acceptable Customer Credit Rating:

4.3.1 the Customer shall ensure that at all times throughout the Relevant Period the Customer maintains an Acceptable Customer Credit Rating; and

4.3.2 if at any time during the Relevant Period the Customer fails to maintain an Acceptable Customer Credit Rating, the Customer shall immediately notify Vattenfall of the same and shall, upon request from Vattenfall, provide (to the extent not already provided) Performance Assurance to Vattenfall within three (3) Business Days of such request.

4.4 If the Contract Form provides that the Customer shall be required to ensure that any Acceptable Guarantee Provider maintains an Acceptable Guarantee Provider Credit Rating and/or that any Acceptable Letter of Credit Provider maintains an Acceptable Letter of Credit Provider Credit Rating:

4.4.1 the Customer shall ensure at all times throughout the Relevant Period where any relevant Acceptable Credit Support Document is required to be maintained in accordance with this Supply Contract, that the relevant Acceptable Guarantee Provider maintains an Acceptable Guarantee Provider Credit Rating and/or the relevant Acceptable Letter of Credit Provider maintains an Acceptable Letter of Credit Provider Credit Rating; and

4.4.2 if at any time during the Relevant Period the relevant Acceptable Guarantee Provider fails to maintain an Acceptable Guarantee Provider Credit Rating and/or the relevant Acceptable Letter of Credit Provider fails to maintain an Acceptable Letter of Credit Provider Credit Rating, the Customer shall immediately notify Vattenfall of the same and shall, upon request of Vattenfall, procure that replacement Performance Assurance is provided to Vattenfall within three (3) Business Days of such request.

Financial Covenants

4.5 If the Contract Form provides that any one or more Financial Covenant(s) shall apply to the Customer and/or any Acceptable Guarantee Provider (as specified), then if at any time during the Relevant Period in respect of any Financial Year the Customer and/or the Acceptable Guarantee Provider fails to satisfy any one or more of:

4.5.1 (if Article XII Item 6 of the Contract Form applies) the Tangible Net Worth Financial Covenant Required Amount;

4.5.2 (if Article XII Item 8 of the Contract Form applies) the EBIT To Interest Financial Covenant Required Ratio;

4.5.3 (if Article XII Item 10 of the Contract Form applies) the Funds From Operations To Total Debt Financial Covenant Required Ratio;

4.5.4 (if Article XII Item 12 of the Contract Form applies) the Total Debt To Total Capitalisation Financial Covenant Required Ratio; and/or

4.5.5 (if Article XII Item 14 of the Contract Form applies) the Special Financial Covenants,

then the Customer shall upon request by Vattenfall provide (to the extent not already provided) Performance Assurance to Vattenfall within two (2) Business Days of such request.

Change of Control

4.6 If the Contract Form provides that the Change of Control Clause shall apply to the Customer, then if at any time from the Effective Date until the end of the Relevant Period there is a Change of Control of the Customer and/or any Acceptable Guarantee Provider, the Customer shall immediately notify Vattenfall of the same and shall upon request by Vattenfall provide (to the extent not already provided) Performance Assurance to Vattenfall within three (3) Business Days of such request.

Breach of this Supply Contract

4.7 If the Customer fails to pay any amount when due under any term of this Supply Contract, the Customer shall upon request by Vattenfall provide (to the extent not already provided) Performance Assurance to Vattenfall within three (3) Business Days of such request.

Mandatory Replacement of Credit Support

4.8 The Customer shall ensure that any Acceptable Credit Support Document shall be replaced or renewed no later than ninety (90) days before its expiry or termination date and shall regularly inform Vattenfall as to the process in relation to such replacement or renewal.

4.9 If at any time during the Relevant Period an Acceptable Credit Support Document is terminated, revoked, withdrawn, disclaimed, expires or otherwise ceases to satisfy the criteria applicable to Acceptable Credit Support Documents, the Customer shall upon request by Vattenfall provide additional or replacement Performance Assurance to Vattenfall within two (2) Business Days of such request.

Voluntary Replacement of Credit Support

4.10 Provided that the Customer is not in breach of any provision of this Supply Contract, the Customer shall have the option during the Relevant Period on no less than thirty (30) Business Days' prior written notice to Vattenfall to request to replace an Acceptable Credit Support Document with another Acceptable Credit Support Document. Any such replacement of an Acceptable Credit Support Document with another Acceptable Credit Support Document shall be subject to the prior written consent of Vattenfall in its absolute discretion.

Increase in Relevant Amount

- 4.11 If at any time during the Relevant Period Vattenfall determines that an increase in the Relevant Amount is required for any reason, the Customer shall procure that replacement or additional Performance Assurance is provided to Vattenfall within five (5) Business Days of notification from Vattenfall to the Customer of the same in an amount at least equal to the increased Relevant Amount.

Provision of Annual Report and Accounts and Changes to Financial Year

- 4.12 The Customer shall provide the Customer's and any Acceptable Credit Support Provider's (other than, in Vattenfall's absolute discretion, any bank or financial institution) annual report and accounts (including financial statements) to Vattenfall within twenty (20) Business Days of publication of the same.
- 4.13 If the Contract Form provides that any one or more Financial Covenant(s) shall apply to the Customer and/or any Acceptable Guarantee Provider, the Customer shall not make any change to its Financial Year (and shall procure that any Acceptable Guarantee Provider shall not make any change to its Financial Year) without the prior written consent of Vattenfall.

Cost of Procuring Performance Assurance

- 4.14 All the costs, fees and expenses incurred in connection with provision of any form of Performance Assurance shall be solely borne by the Customer.

Release of Acceptable Credit Support Documents

- 4.15 At any time prior to the expiry of the Relevant Period, any release of any Acceptable Credit Support Document shall be solely at the absolute discretion of Vattenfall.
- 4.16 Any fees, costs and expenses of Vattenfall (including legal fees) in relation to such release shall be paid by the Customer.

Consent to credit checks and Financial Covenant information

- 4.17 The Customer agrees that Vattenfall may carry out credit checks on the Customer and on any Acceptable Credit Support Provider at any time to the extent permitted by law.
- 4.18 The Customer shall upon request by Vattenfall provide director's certificates and all other information in relation to the calculation of any Financial Covenants as required by Vattenfall.

5. METERING

General

- 5.1 In the event that (notwithstanding clause 2.16.5) Vattenfall becomes aware that the Metering Equipment installed at any Meter Point does not comply with the requirements of the Industry Rules and/or the Product Appendix or if the Metering Equipment otherwise needs to be installed, maintained or replaced for any reason (including if it has been damaged or interfered with or if the Meter Operator contracted by the Customer has failed to install, maintain or replace the Metering Equipment in accordance with good industry practice), Vattenfall may arrange for the installation, maintenance or replacement of the Metering Equipment and recover the costs of the same from the Customer.
- 5.2 The Customer shall cooperate with Vattenfall and its agents to enable Vattenfall to exercise its rights to install, maintain or replace the Metering Equipment pursuant to clause 5.1.
- 5.3 The Customer shall provide Vattenfall and its agents with safe and reasonable access to the Meter Points and/or the Metering Equipment at all times for any purpose connected with this Supply Contract. The Customer shall not obstruct access to a Meter Point and/or the Metering Equipment at any time and the Customer shall ensure that, where access to a Meter Point and/or the Metering Equipment requires a key, accompaniment by a representative of the Customer or any other form of assistance, access to the Meter Point and/or the Metering Equipment shall not be unduly delayed as a result of non-availability. The Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses suffered or incurred by Vattenfall as a result of such rights of access being prevented or delayed. This clause shall continue to apply post-termination of this Supply Contract.
- 5.4 The Customer shall notify Vattenfall as soon as practicable where changes are made to any Meter Point or any Metering Equipment and of any damage to or interference with any Metering Equipment.
- 5.5 The Customer shall not interfere with the Metering Equipment and shall make sure that it is not damaged. The Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses incurred or suffered by Vattenfall as a result of damage to or interference with the Metering Equipment.

Agents

- 5.6 Vattenfall shall contract with a Meter Operator, Data Collector and Data Aggregator for each Meter Point unless (in the case of the Meter Operator and Data Collector only):
- 5.6.1 the Customer has provided reasonable notice to Vattenfall that it has directly contracted a Meter Operator and/or Data Collector; and
- 5.6.2 Vattenfall has not objected on reasonable grounds to the person contracted by the Customer, and any person contracted by Vattenfall shall be chosen by Vattenfall unless (in the case of the Meter Operator and Data Collector only):
- 5.6.3 the Customer has provided reasonable notice to Vattenfall of its nomination for Meter Operator and/or Data Collector; and
- 5.6.4 Vattenfall has not objected on reasonable grounds to the person(s) so nominated by the Customer.
- 5.7 If the Customer contracts with, or nominates the person for Vattenfall to contract with as, a Meter Operator and/or Data Collector in accordance with clause 5.6, the Customer shall:

- 5.7.1 ensure that such Meter Operator and/or Data Collector acts at all times in accordance with good industry practice, all Industry Rules and applicable laws and provides Vattenfall (or its agent) with the data by the method, to the standard, in the format, in the timescales and within the frequency required by Vattenfall; and
- 5.7.2 indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses suffered or incurred by Vattenfall as a result of any fault or failure in the Metering Equipment or any act or omission of the Customer, the Meter Operator and/or the Data Collector (as applicable).

Testing

- 5.8 If either Party reasonably believes that the Metering Equipment is inaccurate, it may require it to be tested by giving notice to the other Party. Unless such notice is given, the Metering Equipment shall be deemed to be accurate. The parties shall use reasonable endeavours to procure that tests are performed in accordance with the applicable Industry Rules as soon as reasonably practicable. If the accuracy of the Metering Equipment is found to be within the limits of error specified in the Industry Rules, the costs of the test shall be paid by the Party requiring the test. If the accuracy of the Metering Equipment is found to exceed the limits of error specified in the Industry Rules:
 - 5.8.1 the Metering Equipment or any defective part shall be replaced or recalibrated at the Customer's expense (except to the extent recoverable from the Meter Operator) as soon as is reasonably practicable;
 - 5.8.2 subject to clause 5.7.2, the costs of the test shall be paid by the Party who contracted with the Meter Operator; and
 - 5.8.3 Vattenfall shall apply an adjustment (up or down) to the charges to reflect the inaccuracy of the Metering Equipment to the extent Vattenfall considers reasonable in all the circumstances.

6. USE OF THE CUSTOMER PORTAL

- 6.1 The Customer acknowledges that Vattenfall will administer this Supply Contract via the Customer Portal and that most information regarding this Supply Contract may only be accessed via the Customer Portal. The Customer acknowledges that the Website Terms shall apply to the Customer Portal.
- 6.2 The Customer shall nominate an administrator to access and administer the Customer Portal (the "**Customer Contract Administrator**").
- 6.3 The Customer Contract Administrator at the Effective Date shall be set out in the Contract Form. The Customer shall notify Vattenfall of any changes to the Customer Contract Administrator (including contact details) from time to time at least three (3) Business Days prior to the date the change becomes effective.
- 6.4 The Customer Contract Administrator may nominate persons as additional users via the Customer Portal. The Customer agrees that any person so nominated is its representative (an "**Authorised User**").
- 6.5 Vattenfall shall:
 - 6.5.1 use reasonable endeavours to provide the Customer Contract Administrator with access to the Customer Portal by the Customer Portal Access Date;
 - 6.5.2 provide the Customer with access to the Customer Portal until six (6) months following termination or expiry of this Supply Contract;
 - 6.5.3 use reasonable endeavours to provide the nominated Authorised Users with access to the Customer Portal within three (3) Business Days of receiving such nomination; and
 - 6.5.4 be permitted to rely on any nomination made by the Customer Contract Administrator as to its Authorised Users and Vattenfall shall not be responsible for verifying the identity or credentials of an Authorised User.
- 6.6 The Customer may only use the Customer Portal for lawful purposes and for the purpose of this Supply Contract.
- 6.7 The Customer must not nor must the Customer allow another person to:
 - 6.7.1 knowingly transmit any data, send or upload any material that is corrupt or contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or perform any act that would cause the website to become unavailable for use by others (including via any form of denial-of service attack);
 - 6.7.2 access without authority, interfere with, damage or disrupt any part of the Customer Portal, any software, the server or other equipment or network used in the provision of the Customer Portal (including where owned or used by any third party);
 - 6.7.3 use the Customer Portal (including any content or materials accessed via the Customer Portal):
 - (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is fraudulent or has any fraudulent purpose or effect;
 - (c) for the Customer's own or another person's commercial purposes;
 - (d) to decipher, decompile, disassemble or reverse engineer any of the software comprised in or in any way making up a part of the Customer Portal;
 - (e) to scrape, reproduce, duplicate, copy, modify, distribute, publish, resell or transmit any element comprised in the Customer Portal, including any content provided through it;
 - (f) to harm or attempt to harm minors in any way;
 - (g) to send, knowingly receive, upload, download, post, or otherwise transmit, any material which is inaccurate, illegal, defamatory, offensive, infringing, obscene, indecent, unsolicited, unauthorised (including "spam") or otherwise objectionable or which may expose the Customer or Vattenfall to legal action or reputational damage;

- (h) to obtain or attempt to obtain unauthorised access to or interfere with, damage or disrupt any part of the Customer Portal, any computer systems, equipment, software or networks on or through which the Customer Portal is stored or operated;
 - (i) to access or interfere with another person's records, impersonate another person or create or use a false identity or e-mail address;
 - (j) to use any technology or processes of any kind to access, acquire, copy, monitor, navigate or search the Customer Portal or any portion of it (including the use of data mining, robots or similar data gathering and extraction tools); or
 - (k) in any way that is not authorised by Vattenfall.
- 6.8 The Customer shall fully co-operate with Vattenfall where any law enforcement authorities, regulators or court order requests or directs Vattenfall to disclose the identity or locate anyone posting any material in breach of this Supply Contract.
- 6.9 The Customer is not permitted to link (or encourage any third party to link) any page on a third party website to any part of the Customer Portal, including by framing or hypertext link.

7. USE OF TRADING PORTAL

- 7.1 This clause 7 applies if the Product Appendix allows the Customer to access the Trading Portal to manage the cost of its electricity supply and, if applicable, manage the prices obtained for its electricity exports by setting prices in advance.
- 7.2 The Customer acknowledges that it is required to access the Trading Portal in order to manage the cost of its electricity supply in accordance with the terms of the Product Appendix.
- 7.3 The Customer authorises the Customer Contract Administrator to appoint individuals who are Authorised Users to be authorised to trade electricity on its behalf (the "**Authorised Traders**"). The Customer Contract Administrator shall nominate persons to be Authorised Traders via the Customer Portal.
- 7.4 The Customer acknowledges and agrees that:
- 7.4.1 Authorised Traders shall be permitted to enter into trades on the Trading Portal on its behalf;
 - 7.4.2 only Authorised Traders are permitted to enter into trades on the Trading Portal on its behalf;
 - 7.4.3 it is required to appoint one or more Authorised Traders permitted to enter into trades on its behalf; and
 - 7.4.4 failure by the Customer to appoint an Authorised Trader shall not relieve the Customer of any liability to pay the Energy Charges and in particular Vattenfall shall continue to determine the Energy Charges in accordance with the Product Appendix.
- 7.5 Vattenfall shall:
- 7.5.1 use reasonable endeavours to provide a person nominated as an Authorised Trader with access to the Trading Portal within three (3) Business Days of receiving such nomination;
 - 7.5.2 be permitted to rely on any nomination made by the Customer Contract Administrator as to its Authorised Traders; and
 - 7.5.3 not be responsible for verifying the identity or credentials of a person nominated as Authorised Trader.

8. ACCESS AND SECURITY

- 8.1 The Customer is responsible for making all arrangements necessary for access to the Customer Portal and, if applicable, the Trading Portal, including accessing the internet and installing, configuring and obtaining licences for any software required to use and access the Customer Portal and, if applicable, the Trading Portal and for ensuring that software is operating properly.
- 8.2 The Customer's Authorised Users, Customer's Authorised Traders (if any) and the Customer Contract Administrator will be required to enter a username and password to gain access to the Customer Portal. The Customer acknowledges that functionality of the Trading Portal will only be made available if permitted in the Product Appendix. The Customer, the Customer Contract Administrator, the Authorised Users and the Authorised Traders (as applicable) are responsible for maintaining the security and confidentiality of all usernames and passwords which must not be disclosed to any third party. The Customer Contract Administrator shall be responsible for providing Vattenfall with up to date details of all Authorised Users and Authorised Traders, including their email addresses, the level of access, and advising of any personnel leaving or joining the Authorised Users and/or the Authorised Traders.
- 8.3 The Customer shall be responsible for all activity on:
- 8.3.1 the Customer Portal when access is obtained through the use of the usernames and passwords of the Customer Contract Administrator and the Authorised Users; and
 - 8.3.2 the Trading Portal when access is obtained through the use of the usernames and passwords of the Authorised Traders.
- 8.4 The Customer shall procure that its Authorised Users, the Customer Contract Administrator and the Authorised Traders are aware of the Website Terms and this Supply Contract.
- 8.5 Vattenfall may at its sole discretion suspend access to the Customer Portal or the Trading Portal or suspend or terminate this Supply Contract if the Customer, the Customer Contract Administrator, any Authorised User and/or any Authorised Trader is in breach of the Website Terms or this Supply Contract.

9. TERMINATION RIGHTS

- 9.1 Vattenfall may terminate this Supply Contract with immediate effect by notice to the Customer if:
- 9.1.1 the Customer fails to pay any amount properly due or owing from it pursuant to this Supply Contract or breaches any provision of clause 4 and such default is not remedied within three (3) Business Days after receipt by the Customer of notice from Vattenfall of such non-payment or breach;
 - 9.1.2 the Customer is in material breach of any provision of this Supply Contract and (if capable of remedy) the breach is not remedied to the reasonable satisfaction of Vattenfall within ten (10) Business Days of the date of serving notice on the Customer requiring the same to be remedied;
 - 9.1.3 the Customer or any Acceptable Credit Support Provider (other than an Acceptable Letter of Credit Provider) is subject to an Insolvency Event;
 - 9.1.4 any Connection Agreement is terminated or the Customer is in material breach of any Connection Agreement;
 - 9.1.5 the Customer or any Authorised User breaches the Website Terms;
 - 9.1.6 the Customer has made unauthorised use of electricity or committed theft of electricity;
 - 9.1.7 the Customer has interfered with or damaged any Metering Equipment or interrupted a communication signal;
 - 9.1.8 any representation or warranty made, or deemed to have been made, by the Customer in this Supply Contract proves to have been false or materially misleading at the time it was made or was deemed to have been made; and/or
 - 9.1.9 the Customer or any party to any Acceptable Credit Support Document is or becomes at any time owned or controlled, directly or indirectly, partially or wholly, legally or beneficially, by any Prohibited Counterparty.
- 9.2 The Customer may terminate this Supply Contract with immediate effect by notice to Vattenfall if:
- 9.2.1 Vattenfall fails to pay any amount properly due or owing from it pursuant to this Supply Contract and such default is not remedied within three (3) Business Days after receipt by Vattenfall of notice from the Customer of such non-payment;
 - 9.2.2 Vattenfall is in material breach of any provision of this Supply Contract and (if capable of remedy) the breach is not remedied to the reasonable satisfaction of the Customer within ten (10) Business Days of the date of serving notice on Vattenfall requiring the same to be remedied;
 - 9.2.3 Vattenfall is subject to an Insolvency Event; or
 - 9.2.4 any representation or warranty made, or deemed to have been made, by Vattenfall in this Supply Contract proves to have been false or materially misleading at the time it was made or was deemed to have been made.
- 9.3 This Supply Contract shall terminate automatically with immediate effect if Vattenfall ceases to hold an electricity supply licence or a Last Resort Supply Direction (as defined in Vattenfall's electricity supply licence) is given to an electricity supplier other than Vattenfall in respect of any Facility.
- 9.4 Vattenfall shall be entitled to exercise its termination rights under this Supply Contract in respect of only one or some of the Facilities if the event triggering the termination right relates principally to such Facilities.
- 9.5 The parties agree that this clause 9, clause 1.5.2(b), clause 8.5 and clause 12.3 state the only circumstances in which either of them may terminate this Supply Contract.

10. CONSEQUENCES OF TERMINATION

- 10.1 The termination or expiry of this Supply Contract shall be without prejudice to the rights and obligations of the parties that have accrued before the date of termination and to the continuing validity of any provision of this Supply Contract that expressly or by implication is intended to remain in effect on or after termination or expiry.
- Right to Object to Transfer to Alternative Supplier***
- 10.2 Vattenfall has the right to enter an objection under the customer transfer process and prevent an alternative supplier from registering any Facility in accordance with clause 2.5 following the termination of this Supply Contract.
- Continuing Supply***
- 10.3 In the event that Vattenfall continues to be the Registrant for any Meter Point following termination of this Supply Contract (whether as a result of Vattenfall exercising its rights to prevent an alternative supplier from registering a Facility or otherwise), the terms of this Supply Contract shall continue to apply (save that Vattenfall shall have no obligation to supply electricity, the charges shall be Vattenfall's published out-of-contract charges and these terms and conditions shall be replaced by the latest version of the General Terms and Conditions published by Vattenfall from time to time) until either the registration of an alternative supplier for each Facility or disconnection of each Facility from the local distribution network has occurred.
- Termination Payments***
- 10.4 Following termination by Vattenfall in accordance with clause 1.5.2(b), 8.5 or clause 9.1 or wrongful termination by the Customer, Vattenfall may charge the Customer an amount (the "**Termination Payment**") equal to any Losses incurred by Vattenfall as a result of such termination.
- 10.5 The provisions of clauses 3.2 to 3.14 shall apply to any invoice issued by Vattenfall in respect of such Termination Payment mutatis mutandis.

Return of Confidential Information and Data

10.6 On termination or expiry of this Supply Contract, each Party shall return to the other all Confidential Information of the other Party in its possession or control in an appropriate format and on appropriate media as reasonably agreed by the parties (acting reasonably). The Customer shall also return to Vattenfall all copies of Protected Data and Data in its possession or control in an appropriate format and on appropriate media as reasonably requested by Vattenfall (acting reasonably).

11. DE-ENERGISATION AND DISCONNECTION

11.1 Vattenfall or its agents shall be entitled to de-energise or disconnect any Meter Point if:

11.1.1 any of the events in clause 9.1 occur;

11.1.2 this Supply Contract terminates or expires and Vattenfall continues to be the Registrant of that Meter Point twenty-eight (28) days after termination in circumstances where Vattenfall has not objected to the transfer of that Meter Point; and/or

11.1.3 it is otherwise permitted or required to do so in accordance with the Industry Rules,

and, in such circumstances, Vattenfall or its agents shall be entitled to remove any Metering Equipment procured by Vattenfall.

11.2 The Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified against all Losses incurred or suffered by Vattenfall as a result of any such de-energisation and/or disconnection.

12. FORCE MAJEURE

12.1 A Party ("**Affected Party**") shall not be in breach of this Supply Contract, or liable for delay in performing, or failure to perform, any of its obligations under this Supply Contract to the extent that and for so long as such delay or failure results from a Force Majeure Event.

12.2 If a Force Majeure Event occurs, the Affected Party shall:

12.2.1 be entitled to a reasonable extension of the time for performing such obligations;

12.2.2 promptly notify the other Party of the Force Majeure Event and indicate its likely duration; and

12.2.3 use its reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event.

12.3 If the period of delay or non-performance continues for more than three (3) months, the other Party may terminate this Supply Contract by notice to the Affected Party.

12.4 A Force Majeure Event shall not relieve a Party of any obligations to make payment under this Supply Contract, including by the Customer of any accrued charges.

12.5 As soon as possible after the end of the Force Majeure Event, the Affected Party shall notify the other Party that the Force Majeure Event has ended, and shall resume performance of its obligations under this Supply Contract.

13. LIABILITY

13.1 Vattenfall shall use reasonable endeavours to ensure that the Data is timely, accurate, and complete. The Customer acknowledges that because the Data is based in part on expectations and estimates, and on public information or information from third parties, Vattenfall cannot fully guarantee the information is up to date, accurate or complete and, consequently, the Data is provided "as is". Vattenfall:

13.1.1 accepts no liability for:

(a) the accuracy of any data or information (including market information, position reports, market pricing information, market derived information or commentary) of Vattenfall, its Affiliates or its or their third party licensors whether provided on or via the Customer Portal, the Trading Portal or otherwise by Vattenfall (the "**Data**");

(b) any reliance the Customer may place on the Data irrespective of whether such information is requested by the Customer or not; and/or

(c) any discrepancies between the Data and other data sources.

13.1.2 shall not be liable for any Losses incurred by the Customer as a result of Vattenfall failing to provide the Customer with any Data requested by the Customer or incurred by the Customer by acting on any information, suggestion or intimation from Vattenfall, either directly or indirectly.

13.2 Neither Party shall be liable to the other for loss of profit, loss of bargain, loss of contract, loss of revenue, cost of capital, loss of data, indirect or consequential loss or damage whether arising in contract, tort, statute, indemnity or howsoever otherwise.

13.3 Nothing shall exclude or limit the liability of either Party to the other Party for:

13.3.1 death or personal injury resulting from the negligence of that Party or for any other exclusion which is not permitted by applicable law;

13.3.2 as regards any obligation to pay the charges, any Termination Payment or any other sum due pursuant to this Supply Contract; or

13.3.3 fraud or fraudulent misrepresentation.

13.4 Subject to clauses 13.1, 13.2 and 13.3, the total aggregate liability of Vattenfall in relation to its liability:

13.4.1 for breach of clauses 15 and/or 16 shall be limited to three million pounds sterling (£3,000,000); and/or

13.4.2 under the indemnity at clause 14.4 shall be limited to three million pounds sterling (£3,000,000).

- 13.5 Subject to clauses 13.1, 13.2, 13.3 and 13.4, Vattenfall's maximum aggregate liability to the Customer whether arising in contract, tort, statute, indemnity or howsoever otherwise shall not exceed one million pounds (£1,000,000).
- 13.6 In addition to any other remedies Vattenfall may have, the Customer shall indemnify and keep Vattenfall fully indemnified against all Losses incurred or suffered by Vattenfall as a result of a breach by the Customer of this Supply Contract or Industry Rules.
- 13.7 This clause 13 shall survive the termination or expiry of this Supply Contract and shall apply to any claims that arise after termination or expiry of this Supply Contract.

14. IP RIGHTS

- 14.1 Nothing in this Supply Contract shall affect the ownership of IP Rights owned by either Party prior to the Effective Date, or that a Party obtains ownership of separate and apart from the performance of this Supply Contract.
- 14.2 Any data including personal data:
 - 14.2.1 provided on the Customer Portal by Vattenfall, including electricity pricing data shall remain the property of Vattenfall and/or its third party licensors; and
 - 14.2.2 entered by or on behalf of the Customer through the Customer Portal shall remain the property of the Customer.
- 14.3 Vattenfall grants to the Customer and its Authorised Users a revocable, non-exclusive, worldwide, royalty free licence to access and use the Customer Portal for the purposes specified in this Supply Contract for the Term.
- 14.4 Vattenfall shall indemnify, defend and hold the Customer harmless and fully indemnified against all Losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's IP Rights arising out of or in connection with the Customer's use of the Customer Portal in accordance with this Supply Contract.
- 14.5 The Customer grants to Vattenfall, its Affiliates and its and their IT contractors a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence to use the Customer IPR to enable Vattenfall to provide and improve the Customer Portal.
- 14.6 The Customer shall indemnify, defend and hold Vattenfall, its Affiliates and its and their IT contractors harmless and fully indemnified against all Losses suffered or incurred by Vattenfall, its Affiliates and its and their IT contractors arising out of or in connection with any claim made against Vattenfall, its Affiliates and its and their IT contractors for actual or alleged infringement of a third party's IP Rights arising out of or in connection with the use by Vattenfall, its Affiliates and its and their IT contractors of the Customer IPR.
- 14.7 Clauses 14.5 to 14.7 shall survive the termination or expiry of this Supply Contract.

15. DATA PROTECTION

- 15.1 The parties agree that, for Protected Data, Vattenfall shall be the Controller and the Customer shall be the Processor.
- 15.2 Each Party shall comply with DP Laws and its relevant obligations under this Supply Contract. The Customer shall procure that any Sub-Processor that has access to Protected Data shall comply with the Customer's obligations under this Supply Contract.
- 15.3 Where the Customer processes Protected Data on behalf of Vattenfall, the Customer shall:
 - 15.3.1 (and shall procure that any person acting under its authority who has access to Protected Data) process the Protected Data only on and in accordance with Vattenfall's documented instructions as set out in this clause 15 and such reasonable instructions as Vattenfall advises from time to time ("**Processing Instructions**"); and
 - 15.3.2 immediately inform Vattenfall of any legal requirement under applicable law that would require the Customer to process the Protected Data otherwise than only on the Processing Instructions, or if any Customer instruction infringes DP Laws.
- 15.4 The Customer shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to the processing of Protected Data by the Customer:
 - 15.4.1 such that the processing will meet the requirements of DP Laws and ensure the protection of the rights of Data Subjects;
 - 15.4.2 so as to ensure a level of security in respect of Protected Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Data transmitted, stored or otherwise processed.
- 15.5 Without prejudice to clause 15.4.2, the Customer shall, in respect of all Protected Data processed by it under this Supply Contract comply with the requirements regarding security of processing set out in DP Laws and in this Supply Contract.
- 15.6 The Customer shall not engage another Processor to perform specific processing activities in respect of the Protected Data on behalf of Vattenfall without Vattenfall's prior written consent and, if Vattenfall gives its consent, the Customer shall appoint the Sub-Processor under a binding written contract ("**Processor Contract**") which imposes the same data protection obligations as are contained in this Supply Contract on the Sub-Processor, in particular under clause 15.4 and the conditions in this clause 15.6 for engaging another Processor.
- 15.7 The Customer shall ensure that Customer personnel processing Protected Data have signed agreements requiring them to keep Protected Data confidential, and take all reasonable steps to ensure the reliability of the Customer personnel processing Protected Data and that the Customer personnel processing Protected Data receive adequate training on compliance with this clause 15 and the DP Laws applicable to the processing.
- 15.8 The Customer shall implement and maintain, at its cost and expense, appropriate technical and organisational measures to assist Vattenfall in the fulfilment of Vattenfall's obligations to respond to Data Subject Requests relating to Protected Data, including to ensure that all Data Subject Requests it receives are recorded and then referred to Vattenfall within three (3) of receipt of the request.
- 15.9 The Customer shall at all times comply with the requirements of Vattenfall's Privacy Policy.

- 15.10 The Customer shall provide reasonable assistance, information and cooperation to Vattenfall to ensure compliance with Vattenfall's obligations under DP Laws with respect to:
- 15.10.1 security of processing;
 - 15.10.2 notification by Vattenfall of breaches to the Supervisory Authority or Data Subjects; and
 - 15.10.3 DPIAs and prior consultation with a Supervisory Authority regarding high risk processing.
- 15.11 The Customer shall not transfer any Protected Data to any country outside the European Economic Area ("**EEA**") or to any international organisation (an "**International Recipient**") without Vattenfall's prior written consent and, if Vattenfall consents to the transfer of Protected Data to an International Recipient, the Customer shall ensure that such transfer (and any onward transfer):
- 15.11.1 is pursuant to a written contract, including provisions relating to security and confidentiality of the Protected Data;
 - 15.11.2 is effected by way of a legally enforceable mechanism for transfers of Personal Data as may be permitted under DP Laws from time to time (the form and content of which shall be subject to Vattenfall's written approval);
 - 15.11.3 complies with clause 15.3.1; and
 - 15.11.4 otherwise complies with DP Laws.
- 15.12 The Customer shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of Vattenfall containing such information as required under DP Laws and any other information Vattenfall reasonably requires ("**Processing Records**"), and shall make available to Vattenfall on request in a timely manner such information (including the Processing Records) as is reasonably required by Vattenfall to demonstrate compliance by the Customer with its obligations under DP Laws and this Supply Contract, which Vattenfall may disclose to its Affiliates or to the Supervisory Authority.
- 15.13 The Customer shall allow for and contribute to audits, including inspections, conducted by Vattenfall or another auditor mandated by Vattenfall for the purpose of demonstrating the Customer's compliance with its obligations under DP Laws and this Supply Contract, subject to Vattenfall giving the Customer reasonable prior notice of such audit and/or inspection, and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to the Customer's business and other customers.
- 15.14 In respect of any personal data breach (actual or suspected) related to the Services or this Supply Contract, the Customer shall notify Vattenfall of the breach without undue delay (but in no event later than twelve (12) hours after becoming aware of the personal data breach) and provide Vattenfall without undue delay (wherever possible, within twenty four (24) hours of becoming aware of the breach) with such details relating to the breach as Vattenfall reasonably requires.
- 15.15 The Customer shall without delay, at Vattenfall's written request, either securely delete or return all the Protected Data to Vattenfall in hardcopy or electronic form (as requested by Vattenfall) after the end of the provision of the relevant Services related to processing or, if earlier, as soon as processing by the Customer of any Protected Data is no longer required for the Customer's performance of its obligations under this Supply Contract, and securely delete existing copies (unless storage of any data is required by applicable law, and if so the Customer shall notify Vattenfall of this).
- 15.16 The Customer shall indemnify, defend and hold Vattenfall harmless and fully indemnified in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by Vattenfall, arising from or in connection with the Customer acting outside or contrary to Vattenfall's lawful instructions or any breach by the Customer of its data protection obligations under this clause 15.
- 16. CONFIDENTIALITY**
- 16.1 Each Party shall:
- 16.1.1 not disclose to any person any Confidential Information, except as permitted by this clause;
 - 16.1.2 maintain the other Party's Confidential Information in confidence; and
 - 16.1.3 use such Confidential Information only to perform its obligations or exercise, evaluate or enforce its rights under this Supply Contract.
- 16.2 Each Party may disclose the other Party's Confidential Information:
- 16.2.1 to its officers, employees, agents, subcontractors, representatives or advisers who need to know such information only for the purposes of carrying out that Party's obligations or exercising, evaluating or enforcing its rights under this Supply Contract, provided that such persons are subject to equivalent obligations of confidentiality and the disclosing Party shall ensure such persons comply with those obligations;
 - 16.2.2 as may be required by Industry Rules, any other applicable law, court order or any governmental, taxation or regulatory authority; and
 - 16.2.3 to any permitted assignee.
- 16.3 Vattenfall may disclose Confidential Information of the Customer to its Affiliates or to the Customer Agent.
- 16.4 The Customer acknowledges and accepts that Vattenfall may be required by law, regulation or Industry Rules to pass information provided by the Customer to a third party.
- 16.5 This clause shall not apply to any information that enters the public domain other than as a result of a breach of this clause 16.
- 16.6 The obligations under this clause 16 shall survive the termination or expiry of this Supply Contract.

17. GENERAL REPRESENTATIONS AND WARRANTIES

- 17.1 Each Party represents and warrants to the other Party that as at the date of entering into this Supply Contract and on the first day of each Billing Period throughout the Term:
- 17.1.1 it has fully capacity and authority to enter into and to perform this Supply Contract;
 - 17.1.2 it has taken all necessary corporate and other action to approve and authorise the transactions and obligations contemplated by this Supply Contract;
 - 17.1.3 this Supply Contract is executed by a duly authorised representative of that Party;
 - 17.1.4 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Supply Contract; and
 - 17.1.5 this Supply Contract constitutes its legal, valid and binding obligations.
- 17.2 Vattenfall provides the Customer Portal and Trading Portal without any warranty or guarantee regarding the functionality or availability of the Customer Portal or Trading Portal save that Vattenfall shall use reasonable endeavours to rectify any default solely and directly caused by Vattenfall affecting functionality or availability of the Customer Portal and Trading Portal.
- 17.3 Except as expressly stated in this Supply Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by applicable law.

18. NATIONAL TERMS OF CONNECTION

- 18.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection ("NTC") and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.
- 18.2 In clause 18.1, references to "you" are references to the Customer and references to "your supplier" are references to Vattenfall and related expressions shall be construed accordingly.

19. DISPUTE RESOLUTION

- 19.1 Any dispute arising out of or in connection with this Supply Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause.
- 19.2 The number of arbitrators shall be three (3).
- 19.3 The seat, or legal place, of arbitration shall be London.
- 19.4 The language to be used in the arbitral proceedings shall be English.
- 19.5 The governing law of the contract shall be the substantive law of England and Wales.
- 19.6 The parties shall keep confidential to themselves and their legal and other professional advisers the existence and details of any proceedings pursuant to this clause, including their submissions and evidence and any awards (including their content, reasons and result), except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy.

20. NOTICES

- 20.1 Notices under this Supply Contract must be in writing in English and may be sent by email or delivered by hand or sent by prepaid registered post to the email address or address specified for the Party on the Contract Form (in the case of the Customer) or clause 20.3 (in the case of Vattenfall) or to such other email address or address in the UK as such Party has specified by giving notice in accordance with this clause. Notices shall be marked for the attention of the addressee specified for the Party on the Contract Form (in the case of the Customer) or clause 20.3 (in the case of Vattenfall) or to such other addressee as such Party has specified by giving notice in accordance with this clause.
- 20.2 All notices or other communications given in accordance with this clause 20 shall be deemed to have been received:
- 20.2.1 if delivered by hand at the time of delivery or, if delivered after 4pm local time, on the next Business Day;
 - 20.2.2 if posted internally in the UK, at 10am local time on the second (2nd) Business Day after it was put into the post or, if posted from one country to another, on the fifth (5th) Business Day after it was put into the post; and
 - 20.2.3 if sent by email 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received unless, if such delivery would fall after 4pm local time, on the next Business Day.
- 20.3 For the purposes of clause 20.1, the email address, address and addressee specified for Vattenfall are as follows:
- Email Address: business_supply_notices@vattenfall.co.uk
Address: Dammtorstraße 29-32, 20354 Hamburg, Germany

Addressee: Legal Department, Vattenfall Energy Trading GmbH

21. PROCESS AGENT

- 21.1 Without prejudice to any other mode of service allowed under any relevant law, Vattenfall irrevocably appoints Vattenfall Wind Power Limited or such other person as Vattenfall may notify to the Generator from time to time as its agent for service of process in relation to any legal or arbitral proceedings in connection with this Supply Contract.
- 21.2 Any document served on the Supplier pursuant to this clause shall be marked for the attention of "Manager Legal Vattenfall UK" and served at 1 Tudor Street, London EC4Y 0AH or such other addressee and address as Vattenfall may notify to the Generator from time to time.
- 21.3 Vattenfall agrees that failure by such agent to notify Vattenfall of the process will not invalidate the proceedings.

22. VARIATIONS

- 22.1 Vattenfall may vary the terms of this Supply Contract or, to the extent that such costs and/or charges are not otherwise recoverable pursuant to this Supply Contract, charge to the Customer any higher or additional costs and/or charges incurred by Vattenfall as a result of:
- 22.1.1 any information provided by the Customer, its representative (including any Customer Agent) or agent, or any representation, warranty or undertaking made or given by the Customer, being incorrect or incomplete;
- 22.1.2 any directions or requirement of any competent authority, including pursuant to the Act or any other legislation, regulations, industry agreement, code of practice or licence (including standard licence condition 15 of the supply licence conditions);
- 22.1.3 any change in legislation, regulations, industry agreement, code of practice, published practice relating to tax or standard licence conditions (or in the interpretation or effect of any of the foregoing);
- 22.1.4 any imposition of any tax, duty, levy, charge, contribution, withholding or impost in the nature of taxation, or change in the rate of any tax, in each case after the Effective Date; and/or
- 22.1.5 any change (including the installation of Onsite Storage or Onsite Generation) made to the Customer's Facilities, Meter Points or supply after the Effective Date.
- 22.2 Without prejudice to clause 22.1, if any Price Index ceases to be available or if in Vattenfall's reasonable opinion such Price Index is no longer reflective of the wholesale price of electricity in the UK then Vattenfall may notify the Customer of a replacement index that, in its opinion, corresponds as far as possible to the original index.

23. MISCELLANEOUS

- 23.1 This Supply Contract cannot be assigned by a Party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 23.2 Nothing in this Supply Contract constitutes, or shall be deemed to constitute, a partnership between the parties nor make any Party the agent of another Party.
- 23.3 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Supply Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions, provided that this does not affect any right or remedy of such a person that exists apart from that Act.
- 23.4 Each Party shall at the request of the other, and at the cost of the requesting Party, do all acts and execute all documents which are necessary to give full effect to this Supply Contract.
- 23.5 If any provision of this Supply Contract is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the rest of this Supply Contract shall otherwise remain unaffected.
- 23.6 This Supply Contract contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them. Each Party acknowledges and agrees that it has not relied on, and shall have no remedy in respect of, any representation made (whether innocently or negligently) but not expressly set out in this Supply Contract. Nothing in this clause 23 limits or excludes any liability for fraud or fraudulent misrepresentation or any terms implied by law that are not capable of exclusion.

24. DEFINITIONS AND INTERPRETATION

- 24.1 In this Supply Contract, each of the following words and expressions shall have the meaning given to it below:

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| "AAHEDC Charges" | means, in respect of each Billing Period, the amount that Vattenfall estimates that it has incurred or will incur as payments pursuant to Condition 15 of Vattenfall's electricity supply licence for the "assistance for areas with high distribution costs scheme" as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period; |
| "Acceptable Alternative Credit Support Arrangement" | means such documents, agreements and/or other instruments (which may include, without limitation, escrow arrangements, cash deposit or other cash collateral arrangements) which are: (a) entered into by counterparties acceptable to Vattenfall (in its absolute discretion); (b) in favour of Vattenfall; and (c) in form and substance satisfactory to Vattenfall (in its absolute discretion); |

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| “Acceptable Customer Credit Rating” | means a long term credit rating (unsupported by third party credit enhancement) of at least: <ul style="list-style-type: none"> (a) Baa3 from Moody’s; or (b) BBB- from S&P; |
| “Acceptable Credit Support Document” | means: <ul style="list-style-type: none"> (a) an Acceptable Guarantee; (b) an Acceptable Letter of Credit; or (c) an Acceptable Alternative Credit Support Arrangement; |
| “Acceptable Credit Support Provider” | means: <ul style="list-style-type: none"> (a) an Acceptable Guarantee Provider; (b) an Acceptable Letter of Credit Provider; or (c) the provider of any Acceptable Alternative Credit Support Arrangement acceptable to Vattenfall in its absolute discretion; |
| “Acceptable Guarantee” | means an unconditional and irrevocable parent company guarantee which is: <ul style="list-style-type: none"> (a) granted by an Acceptable Guarantee Provider; (b) in favour of Vattenfall; and (c) in form and substance satisfactory to Vattenfall; |
| “Acceptable Guarantee Provider” | means a Holding Company of the Customer for so long as such Holding Company holds an Acceptable Guarantee Provider Credit Rating; |
| “Acceptable Guarantee Provider Credit Rating” | means a long term credit rating (unsupported by third party credit enhancement) of at least: <ul style="list-style-type: none"> (a) Baa3 from Moody’s; or (b) BBB- from S&P; |
| “Acceptable Letter of Credit” | means an irrevocable standby letter of credit which is: <ul style="list-style-type: none"> (a) issued by an Acceptable Letter of Credit Provider; (b) in favour of Vattenfall; and (c) in form and substance satisfactory to Vattenfall (including, without limitation, the inclusion of “extend or pay” provisions). |
| “Acceptable Letter of Credit Provider” | means a bank or other financial institution for so long as it holds an Acceptable Letter of Credit Provider Credit Rating; |
| “Acceptable Letter of Credit Provider Credit Rating” | means a long term credit rating (unsupported by third party credit enhancement) of at least: <ul style="list-style-type: none"> (a) Baa1 from Moody’s; or (b) BBB+ from S&P; |
| “Act” | means the Electricity Act 1989; |
| “Affiliate” | means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company; |
| “Authorised Trader” | means those members of the Customer’s personnel authorised to access, and enter into trades on, the Trading Portal whose details have been advised to Vattenfall in accordance with clause 8.2; |
| “Authorised User” | means those members of the Customer’s personnel authorised to access the Customer Portal whose details have been advised to Vattenfall in accordance with clause 8.2; |
| “Authority” | means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000 or the Office of the Gas and Electricity Markets Authority or any successor to either body; |
| “Billing Period” | means each period of one (1) calendar month (or part thereof) falling in the Supply Period; |
| “Billing Period Statement” | has the meaning given to the term in clause 3.1; |
| “BSC” | means the Balancing and Settlement Code, as defined in Vattenfall’s electricity supply licence; |

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| “BSUoS Charges” | means, in respect of each Billing Period, the amount that Vattenfall estimates that it has incurred or will incur as Balancing Services Use of System Charges (as defined in the CUSC) as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period; |
| “Business Day” | means a day on which clearing banks are open for non-automated commercial business in England (excluding Saturdays, Sundays and public holidays); |
| “Business Unit” | means each Facility or group of Facilities specified as comprising such a unit in the Contract Form; |
| “CCL Charges” | means, in respect of a Billing Period, the amount that Vattenfall has been obliged or will be obliged to charge in respect of the Climate Change Levy as a result of, or in association with, the supply of electricity to the Customer in that Billing Period, being an amount equal to the prevailing rate of the Climate Change Levy for each MWh supplied to the Customer (with any Climate Change Levy discount or exemption or Utility Direction being taken into account in determining the amount only in accordance with clause 3.25); |
| “CfD Supplier Obligation Costs” | means, in respect of a Billing Period, the amount that Vattenfall estimates that it has incurred or will incur pursuant to the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014 as a result of, or in association with, the supply of electricity to the Customer in that Billing Period (with any EII Exemption being taken into account in determining the amount only in accordance with clause 3.25); |
| “Change of Control” | means: <ul style="list-style-type: none"> (a) the Relevant Owner ceases to own 100% of the issued share capital directly or indirectly of the Customer; and/or (b) in the case of the Customer or an Acceptable Guarantee Provider, it consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, incorporates, reincorporates, or reconstitutes into or as, another entity, or another entity transfers all or substantially all its assets to, or reorganises, incorporates, reincorporates, or reconstitutes into or as such entity, and: <ul style="list-style-type: none"> (i) the creditworthiness of such entity or the resulting, surviving, transferee or successor entity is materially weaker than that of the other entity immediately prior to such action; (ii) the resulting, surviving, transferee or successor entity fails to assume all the obligations of that other entity under this Supply Contract and/or an Acceptable Credit Support Document to which it or its predecessor was a party either by operation of law or pursuant to an agreement satisfactory to Vattenfall; or (iii) the benefits of any Acceptable Credit Support Document cease or fail to extend to the performance by such resulting, surviving, transferee or successor entity of the Customer’s obligations under this Supply Contract. |
| “Change of Control Clause” | means clause 4.6 of this Supply Contract; |
| “Climate Change Levy” | means the energy tax charged in accordance with Schedule 6 of the Finance Act 2000 (and any replacement or equivalent tax); |
| “Commencement Date” | means: <ul style="list-style-type: none"> (a) in respect of any Meter Point, the first date on which electricity is supplied or taken by Vattenfall at that Meter Point; and (b) in respect of any Facility, the date on which the Commencement Date for each Meter Point relating to that Facility has occurred; |
| “Confidential Information” | means all confidential information, however recorded, communicated, including usernames and passwords and technical or other information, imparted in confidence or disclosed by a Party to the other, or otherwise obtained by the recipient, that: <ul style="list-style-type: none"> (a) is identified as being confidential at the time of disclosure or which a reasonable person in the position of the recipient would understand to be confidential due to the nature, type or presentation of the information; (b) relates to the disclosing Party’s (and its Affiliates’) business, services and products, developments, trade secrets, know-how, processes, methodologies, personnel, suppliers and clients, together with all information derived from this; and/or (c) that is obtained via the Customer Portal or Trading Portal; |

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| “Connection Agreement” | means, in respect of any Facility or Meter Point, the agreement with the local distribution network operator for the connection of a Facility or Meter Point to the local distribution network; |
| “Contract Year” | means each period of twelve (12) months commencing on the Effective Date and each anniversary of the Effective Date; |
| “Controller” (or data controller), Processor (or data processor), “Data Subject” , “international organisation” , “Personal Data” and “processing” | shall all have the meanings given to those terms in DP Laws (and related terms such as “process” shall have corresponding meanings); |
| “CUSC” | has the meaning given to the term in the electricity transmission licence held by the system operator; |
| “Customer” | has the meaning given to the term in the Contract Form; |
| “Customer Agent” | means the entity specified as such in the Contract Form or any other broker, agent or consultant providing services to the Customer in respect of the supply of electricity to and/or from the Facilities; |
| “Customer Agent Charges” | means, in respect of each Billing Period, the amount that Vattenfall estimates that it has incurred or will incur as Customer Agent Payments; |
| “Customer Agent Payments” | means the payments to be made by Vattenfall to the Customer Agent as specified in the Contract Form; |
| “Customer Contract Administrator” | shall have the meaning set out in clause 6.2; |
| “Customer IPR” | means the IP Rights owned by the Customer or licensed to the Customer by third party licensors in data, information and materials which are entered by or on behalf of the Customer onto the Customer Portal, including Protected Data; |
| “Customer Portal” | means the on-line gateway accessible via Vattenfall’s website; |
| “Customer Portal Access Date” | means the date specified as such in the Contract Form; |
| “Data” | has the meaning given to the term in clause 13.1.1(a); |
| “Data Aggregator” | means a person qualified as a data aggregator pursuant to and in accordance with the BSC; |
| “Data Collector” | means a person qualified as a data collector pursuant to and in accordance with the BSC; |
| “Data Subject Request” | means a request made by a Data Subject to exercise any rights of Data Subjects under DP Laws; |
| “DCC” | means the holder from time to time of the DCC Licence; |
| “DCC Licence” | means the licences granted under section 6(1A) of the Act and section 7AB(2) of the Gas Act 1986; |
| “Demand Tariff” | has the meaning given to the term in the Statement of Use of System Charges contained within the CUSC; |
| “Domestic Premises” | has the meaning given to the term in Vattenfall’s electricity supply licence; |
| “DPIA” | means a Data Protection Impact Assessment, as defined in DP Laws; |
| “DP Laws” | means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to the Customer, the Supplier and/or the Services, including in the UK: <ul style="list-style-type: none"> (a) the Data Protection Act 1998 (“DPA 1998”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directives 95/46/EC (“Data Protection Directive”) or 2002/58/EC (“ePrivacy Directive”); and/or (b) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), once applicable (“GDPR”), and/or any corresponding or equivalent national laws or regulations, once in force and applicable (“Revised UK DP Law”) (together, “New DP Laws”); |
| “DP Losses” | means all liabilities, including: |

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| | <ul style="list-style-type: none"> (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (whether material or non-material); (b) to the extent permitted by applicable law: <ul style="list-style-type: none"> (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (ii) compensation to a Data Subject ordered by a Supervisory Authority; (iii) the reasonable costs of compliance with investigations by a Supervisory Authority; |
| “DUoS Charges” | means, in respect of each Billing Period, the amount that Vattenfall estimates that it has incurred or will incur as “use of system” charges charged by the local distribution network operator pursuant to a Use of System Agreement for use of the local distribution network or as “reactive power” charges, in each case as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period (and these amounts shall be net of any credits or payments that Vattenfall estimates that it has received or will receive from the local distribution network operator pursuant to a Use of System Agreement for use of the local distribution network as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period); |
| “EBIT” | means earnings before interest and taxes which shall in respect of the relevant Financial Year constitute the net revenue of the relevant entity before deducting (1) corporate taxes (or any other tax on income or gains in the relevant jurisdiction of the relevant entity) and (2) Interest; |
| “EBIT To Interest Financial Covenant” | means in any Financial Year, the ratio of (1) EBIT to (2) Interest, in respect of the relevant entity; |
| “EBIT To Interest Financial Covenant Required Ratio” | means, if the EBIT To Interest Financial Covenant is selected in the Contract Form as applying to the relevant entity, the ratio set out in the Contract Form; |
| “Effective Date” | has the meaning given to the term in the Contract Form; |
| “Electrical Losses Charges” | means, in respect of each Billing Period, the amount that Vattenfall estimates it has incurred or will incur as a result of the allocation of electrical losses in the transmission and distribution systems as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period; |
| “Electricity Capacity Regulations Costs” | means, in respect of a Billing Period, the amount that Vattenfall estimates that it has incurred or will incur pursuant to the Electricity Capacity (Supplier Payment etc.) Regulations 2014 as a result of, or in association with, the supply of electricity to the Customer in that Billing Period; |
| “End Date” | has the meaning given to the term in the Contract Form; |
| “Energy Charges” | has the meaning given to term in the Product Appendix; |
| “Estimated Demand Tariff Charges Amount” | has the meaning given to the term in clause 3.26.1; |
| “Facility” | means the premises to which a supply is made or to be made to or from the Customer (as set out in the Contract Form and as may be amended in accordance with clause 2.9) and any reference to Facility shall be to any or all (as appropriate) of the Facilities to which the provisions of this Supply Contract relate from time to time; |
| “Feed in Tariff Obligation Costs” | means, in respect of a Billing Period, the amount that Vattenfall estimates that it has incurred or will incur pursuant to its contribution to the FIT Scheme (whether through generation or export payments or levelisation payments or otherwise) as a result of, or in association with, the supply of electricity to the Customer in that Billing Period (with any EII Exemption being taken into account in determining the amount only in accordance with clause 3.25); |
| “Financial Covenants” | means (as applicable) each of: <ul style="list-style-type: none"> (a) the Tangible Net Worth Financial Covenant; (b) the EBIT To Interest Financial Covenant; (c) the Funds From Operations To Total Debt Financial Covenant; (d) the Total Debt To Total Capitalisation Financial Covenant; and/or (e) the Special Financial Covenants; |
| “Financial Year” | means the financial year of the relevant entity, ending on the date set out in the Contract Form; |
| “First Intended Commencement Date” | means the date specified as such on the Contract Form; |
| “FIT Scheme” | has the meaning given to the term in Vattenfall’s electricity supply licence; |

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| “Fixed Charges” | means any Inclusive Charge that is not specified as being included in the Energy Charges; |
| “Force Majeure Event” | means any cause effecting the performance by a Party of its obligations under this Supply Contract arising from acts, events, omissions or non-events beyond its reasonable control, including industrial action and riots (except solely restricted to the Affected Party), acts of God, war, acts of terrorism, fire, flood, storm or earthquake and any disaster; |
| “Funds From Operations” | means the amount of cash generated or employed by the relevant entity in its operating activities; |
| “Funds From Operations To Total Debt Financial Covenant” | means in any Financial Year, the ratio of (1) Funds From Operations to (2) Total Debt, in respect of the relevant entity; |
| “Funds From Operations To Total Debt Financial Covenant Required Ratio” | means, if the Funds From Operations To Total Debt Financial Covenant is selected in the Contract Form as applying to the relevant entity, the ratio set out in the Contract Form; |
| “Green Deal Premises” | has the meaning given to the term in Vattenfall’s electricity supply licence; |
| “Grid Code” | has the meaning given to the term in Vattenfall’s electricity supply licence; |
| “Holding Company” | means, in relation to any person, any other person in respect of which it is a Subsidiary; |
| “Inclusive Charges” | means those charges specified as such in the Product Appendix, if any; |
| “Industry Rules” | means the Act, the Licences, the industry codes and agreements (including the BSC, the MRA, each Use of System Agreement, the Grid Code and any other agreement or code that Vattenfall is required to comply with under its supply licence) and any other legislation, agreement, licence or code which contains rules relating to the supply of electricity to the Customer by Vattenfall or to the other obligations of either Party pursuant to this Supply Contract; |
| “Initial Performance Assurance Clause” | means clause 4.1 of this Supply Contract; |
| “Insolvency Event” | means any one or more of the following: <ul style="list-style-type: none"> (a) a Party suspends, or indicates in any way that it intends to suspend, payment of its debts or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) dissolution (other than pursuant to a consolidation, amalgamation or merger); (c) an order is made by a court of competent jurisdiction or a resolution is passed for the administration of a Party; (d) a petition is presented for winding up of a Party, which is not dismissed within twenty-eight (28) days; (e) an order is made or a resolution is passed for winding up of a Party, other than a genuine solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; (f) the application for an order or application for the appointment of a receiver (including an administrative receiver or manager), administrator, examiner, liquidator, provisional liquidator, trustee or similar officer is made in respect of a Party; (g) a person becomes entitled to appoint a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer, or such an officer is appointed, over all or any part of the assets or undertaking of a Party; (h) a Party commences negotiations with any or all of its creditors in relation to rescheduling any of its debts, enters into or proposes a “Voluntary Arrangement” as defined in Part 1 of the Insolvency Act 1986, or makes a proposal for or enters into any compromise or composition with any of its creditors or an assignment for the benefit of its creditors, or other similar arrangement (other than a genuine solvent reconstruction or amalgamation); (i) a Party goes into liquidation (voluntary or otherwise), other than a genuine solvent reconstruction or amalgamation; (j) a freezing order is made against a Party; (k) a Party suspends or ceases, or indicates in any way that it intends to suspend or cease, carrying on all or a substantial part of its business; (l) any third party enforces a security interest over all, or any part, of the assets of a Party; (m) a Party is subject to any events or circumstances in any jurisdiction which are analogous to those listed in this definition of Insolvency Event; and |

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| | (n) a Party takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the forgoing acts |
| “Intended Commencement Date” | means, in respect of any Meter Point, the date specified as the Intended Commencement Date for that Meter Point (or for a Facility to which the Meter Point relates) in the Contract Form or, in the case of Meter Points added in accordance with clause 2, the date specified by the Customer provided that such date complies with that clause 2; |
| “Interest” | means the sum of all interest and any amounts in the nature of interest charged to expense relating to financial indebtedness for borrowed money (which amounts include debts payable to Affiliates as well as debt instruments to financial institutions) of the Customer; |
| “IP Rights” | means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, semiconductor chip topography rights, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other IP Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| “LCIA Rules” | means the rules from time to time of the London Court of International Arbitration as available on its website at http://www.lcia.org ; |
| “Licences” | means any or each licence granted pursuant to section 6 of the Act; |
| “Losses” | means all: <ul style="list-style-type: none"> (a) direct losses, liabilities, damages, costs, and expenses (including reasonable legal fees and disbursements (calculated on a full indemnity basis) and costs of investigation, litigation, settlement, judgment, interest and penalties); and (b) claims, demands, proceedings or other actions (including any brought by regulatory authorities), and it is agreed that, where applicable, direct losses and costs shall include, in the case of Vattenfall, losses or costs incurred as a result of having entered into trades in the wholesale electricity market for the purpose of hedging its obligations under this Supply Contract (with such losses or costs being determined by Vattenfall with reference to such sources of wholesale electricity market prices as it determines, subject to any specific methodology specified in the Product Appendix); |
| “Material Adverse Change” | means in Vattenfall’s opinion a material adverse change in: <ul style="list-style-type: none"> (a) the ability of the Customer to perform any of its obligations (including, without limitation, any of its payment obligations) under this Supply Contract and/or its obligations under any Acceptable Credit Support Document to which it may be party; (b) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Customer; (c) the validity or enforceability of this Supply Contract; (d) the ability of any Acceptable Credit Support Provider to perform any of its obligations (including, without limitation, any of its payment obligations) under any Acceptable Credit Support Document; (e) the validity or enforceability of any Acceptable Credit Support Document; (f) any right or remedy of Vattenfall pursuant to this Supply Contract; (g) any right or remedy of Vattenfall pursuant to any Acceptable Credit Support Document; (h) the creditworthiness and/or financial standing of the Customer; and/or (i) the creditworthiness and/or financial standing of any Acceptable Credit Support Provider; |
| “Material Adverse Change Clause” | means clause 4.2 of this Supply Contract; |
| “Maximum Export Capacity” | means, in respect of any Meter Point, the maximum export capacity permitted for such Meter Point in accordance with the relevant Connection Agreement; |
| “Maximum Import Capacity” | means, in respect of any Meter Point, the maximum import capacity permitted for such Meter Point in accordance with the relevant Connection Agreement; |
| “Meter Point” | means the point or points (identified by individual meter point administration numbers or MPANs) at the Facility or Facilities at which the supply of electricity is made or to be made to or from the Customer (as set out in the Contract Form and as may be amended in accordance with clause 2.9) and |

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| | any reference to Meter Point shall be to any or all (as appropriate) of the Meter Points to which the provisions of this Supply Contract relate from time to time; |
| “Meter Operator” | means a person qualified as a meter operator pursuant to and in accordance with the BSC; |
| “Metering Charges” | means, in respect of any Billing Period, the amount that Vattenfall estimates that it has incurred or will incur in respect of: <ul style="list-style-type: none"> (a) registering Meter Points; (b) renting or procuring Metering Equipment for the Meter Points; (c) Meter Operators, Data Aggregators and/or Data Collectors for the Meter Points; and (d) SEC Charges. |
| “Metering Equipment” | means an electricity meter used for measuring electricity consumption data and, as applicable, associated equipment for the collection and transmission of such data; |
| “Micro Business Consumer” | has the meaning given to the term in Vattenfall’s electricity supply licence; |
| “Moody’s” | means Moody’s Investors Service Limited; |
| “MRA” | means the Master Registration Agreement, as defined in Vattenfall’s electricity supply licence; |
| “Network Charges” | means, in respect of any Billing Period, the amount that Vattenfall estimates that it has incurred or will incur in respect of network charges of whatever nature as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period, including the BSUoS Charges, TNUoS Charges, DUoS Charges and AAHEDC Charges; |
| “Onsite Generation” | means any form of generating facility situated at a Facility; |
| “Onsite Storage” | means any form of energy storage facility (being any facility where electrical energy is converted into a form of energy that can be stored and reconverted into electrical energy) situated at a Facility; |
| “Party” | means each or any of Vattenfall and the Customer and “Parties” shall be construed accordingly; |
| “Pass Through Charges” | has the meaning given to the term in clause 3.23; |
| “Performance Assurance” | means either: <ul style="list-style-type: none"> (a) procurement by the Customer of an Acceptable Credit Support Document in an amount at least equal to the Relevant Amount throughout the Relevant Period; or (b) payment by the Customer in advance for Vattenfall to hold on account of an amount at least equal to the Relevant Amount which Vattenfall may apply from time to time throughout the Relevant Period in respect of the amounts owing by the Customer to Vattenfall pursuant to this Supply Contract; |
| “Performance Assurance Date” | means the earlier of: <ul style="list-style-type: none"> (a) the date falling fifteen (15) Business Days after the Effective Date; and (b) the First Intended Commencement Date; |
| “Price Index” | has the meaning given to the term in the Product Appendix; |
| “Privacy Policy” | means Vattenfall’s privacy policy at https://corporate.vattenfall.co.uk/site-assistance/privacy-policy/ , as varied or replaced from time to time by Vattenfall; |
| “Product Appendix” | means, in respect of any Supply Contract, the appendix incorporated into this Supply Contract as specified in the Contract Form; |
| “Prohibited Counterparty” | means any person: <ul style="list-style-type: none"> (a) with an interest in gambling, gaming, the production or sale of pornographic material, the production or sale of products containing or derived from tobacco or the manufacture or sale of arms; and/or (b) who has been convicted of an offence under the Bribery Act 2010, the Prevention of Corruption Acts 1889-1916 or other legislation in respect of fraudulent acts at any time within the preceding five years; and/or (c) who has had a fine or other civil sanction imposed by the Authority as a result of defrauding, attempting to defraud or conspiring to defraud the Authority within the preceding five years; and/or |

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| | (d) with which Vattenfall cannot lawfully interact in accordance with any applicable laws and/or directives including any laws and directives implementing EU Directive 2005/60/EC; and/or |
| | (e) who is a designated target of or otherwise (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organised under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions) subject to any Sanctions; |
| “Protected Data” | means Personal Data received from or on behalf of the Customer, including input into the Customer Portal by or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier’s obligations; |
| “Reconciliation Amount” | means, for any Billing Period, the difference (whether positive or negative) between <ul style="list-style-type: none"> (a) the estimated costs of an item which were included within the charges for a previous Billing Period; and (b) the actual costs of such item or the updated estimated costs of such item, and a Reconciliation Amount shall arise in a Billing Period if data becomes available in that Billing Period which allows the calculation of the actual costs of such item or an updated estimate of the costs of such item; |
| “Registrant” | means, in respect of a Meter Point, the person registered as responsible for the import of electricity at such Meter Point under section K of the BSC and “Register” and “Registering” shall be construed accordingly; |
| “REGO Certificate” | means a certificate issued by the Authority or issued by another competent body and recognised by the Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003; |
| “Regulatory Charges” | means any charges levied by a competent authority or entity or any costs incurred by Vattenfall in complying with any legislative or regulatory requirement or obligation as a result of, or in association with, the supply of electricity to or from the Facilities, including the CfD Supplier Obligation Costs, Electricity Capacity Regulations Costs, Feed in Tariff Obligation Costs, RO Costs and CCL Charges; |
| “Relevant Amount” | means such amount as determined by Vattenfall in its absolute discretion and notified by Vattenfall to the Customer from time to time which may not exceed the aggregate amount (as determined by Vattenfall) of the Customer’s present and future obligations and liabilities (whether actual or contingent and in any capacity whatsoever) to Vattenfall pursuant to this Supply Contract (and which, notwithstanding the amount stated on the Contract Form, may change over time); |
| “Relevant Owner” | means the entity which owns 100% of the issued share capital directly or indirectly of the Customer, as set out on the Contract Form; |
| “Relevant Period” | means the period from the Performance Assurance Date until such date as determined by Vattenfall as being the date upon which the Customer has or will have irrevocably fulfilled and discharged all of its obligations pursuant to this Supply Contract and has no outstanding liabilities to Vattenfall pursuant to this Supply Contract; |
| “RO Costs” | means, in respect of a Billing Period, the amount that Vattenfall would incur by meeting the part of its renewables obligation (as defined in the RO Orders) that arises as a result of the supply of electricity to the Customer in that Billing Period by paying the buy-out price (as defined in the RO Orders) (with any EII Exemption being taken into account in determining the amount only in accordance with clause 3.25); |
| “RO Orders” | means the Renewables Obligation Order 2015, the Renewables Obligation (Scotland) Order 2009 and Renewables Obligation Order (Northern Ireland) 2009 (each as amended); |
| “Sanctions” | means any economic or financial sanctions, trade embargoes or similar measures imposed or recognised by the country of incorporation of any of the Parties to this Supply Contract and/or the European Union or any of its present or future member states; |
| “SEC Charges” | means any charges payable to the DCC by Vattenfall in complying with its obligations under the Smart Energy Code which are fairly apportioned to the Customer; |
| “S&P” | means Standard & Poor’s Rating Services; |
| “Smart Energy Code” | has the meaning give to it in Vattenfall’s electricity supply licence; |

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| “Special Financial Covenants” | means such financial covenants or other financial measurements (if any) set out in Article XII Item 14 of the Contract Form; |
| “Specified Number of Days” | means the number of days specified as such in the Contract Form (or where no such number of days is specified or there is no Contract Form, twenty-eight (28) days); |
| “Sub-Processor” | means another Processor engaged by the Customer for carrying out processing activities in respect of the Protected Data on behalf of Vattenfall, and authorised by the Customer in accordance with clause 15.6; |
| “Subsidiary” | means a subsidiary within the meaning of section 1159 of the Companies Act 2006; |
| “Supervisory Authority” | means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws; |
| “Supply Contract” | has the meaning given to the term in the Contract Form; |
| “Supply Period” | means the period running from the first Commencement Date until the End Date; |
| “Supply Recipient” | has the meaning given to the term in clause 2.16.9; |
| “Tangible Net Worth” | means the sum of all paid up shareholder cash contributions to the share capital account or any other capital account of the relevant entity ascribed for such purposes of the relevant entity and any accumulated retained earnings LESS any retained losses and intangible assets including, but not limited to, goodwill; |
| “Tangible Net Worth Financial Covenant” | means in any Financial Year, the Tangible Net Worth of the relevant entity; |
| “Tangible Net Worth Financial Covenant Required Amount” | means, if the Tangible Net Worth Financial Covenant is selected in the Contract Form as applying to the relevant entity, the amount set out in the Contract Form; |
| “Term” | means the period from the Effective Date to the End Date, subject to earlier termination in accordance with these General Terms and Conditions of Supply; |
| “TNUoS Charges” | means, in respect of each Billing Period, the amount that Vattenfall estimates that it has incurred or will incur for Transmission Network Use of System Charges (as defined in the CUSC) as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period (and such amount shall be net of any credits or payments that Vattenfall estimates that it has received or will receive for Transmission Network Use of System Charges as a result of, or in association with, the supply of electricity to or from the Facilities in that Billing Period) except that the Demand Tariff (as such term is used in the CUSC) element of these charges shall be pre-paid and payable in accordance with the principles set out in clause 3.26; |
| “TNUoS Year” | means the twelve (12) month period running from 1 April to 31 March; |
| “Total Capitalisation” | means in respect of a Financial Year the sum of Total Debt and all paid up shareholder cash contributions to the share capital account or any other capital account of the relevant entity ascribed for such of the relevant entity; |
| “Total Debt” | means in respect of a Financial Year the sum of financial indebtedness for borrowed money (which includes debts payable to Affiliates as well as debt instruments to financial institutions) of the relevant entity. |
| “Total Debt To Total Capitalisation Financial Covenant” | means in any Financial Year, the ratio of (1) Total Debt to (2) Total Capitalisation, in respect of the relevant entity; |
| “Total Debt To Total Capitalisation Financial Covenant Required Ratio” | means, if the Total Debt To Total Capitalisation Financial Covenant is selected in the Contract Form as applying to the relevant entity, the ratio set out in the Contract Form; |
| “Trading Portal” | means the online gateway accessed via the Customer Portal through which the Customer may, if applicable, manage the cost of its electricity supply and, if applicable, manage the prices obtained for its electricity exports by setting prices in advance; |
| “Triad Period” | has the meaning given to the term “Triad period” in the CUSC; |
| “Triad Season” | means the period running from 1 November until the last day of February; |
| “Use of System Agreement” | means each agreement between Vattenfall and a third party in respect of the use of any transmission or distribution system or lines, including the Distribution Connection and Use of System Agreement (as defined in Vattenfall’s electricity supply licence) and any use of system agreement entered into |

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| | pursuant to the Connection and Use of System Code (as defined in Vattenfall's electricity supply licence); |
| "Utility Direction" | has the meaning given to the term in clause 3.17; |
| "VAT" | means: <ul style="list-style-type: none"> (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature (whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere); |
| "Vattenfall" | has the meaning given to the term in the Contract Form; and |
| "Website Terms" | means the terms of use for the website at https://corporate.vattenfall.co.uk/site-assistance/about-this-website as varied from time to time by Vattenfall. |

Interpretation

- 24.2 The clause and paragraph headings and the table of contents used in this Supply Contract are inserted for ease of reference only and shall not affect interpretation.
- 24.3 "Writing" or "written" includes any method of reproducing words in a legible and non-transitory form, including in any electronic form such as on the Customer Portal or by email.
- 24.4 References to clauses, sub-clauses, paragraphs and schedules are references to those contained in these General Terms and Conditions of Supply, unless the context otherwise requires.
- 24.5 References to the singular include references to the plural and vice versa, unless the context otherwise requires.
- 24.6 General words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. For example, the words "include" and "including" are to be construed without limitation.
- 24.7 References to any agreement or document shall be construed as a reference to such agreement or document as in effect from time to time and to such agreement or document as it may be amended, supplemented or replaced from time to time.
- 24.8 Any reference to legislation includes any order, regulation, instrument or other subordinate legislation made under it and, except where the contrary is stated or the context otherwise requires, any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 24.9 References to time shall be to references to London time.
- 24.10 To the extent that a term of this Supply Contract requires the performance by a Party of an obligation "in accordance with DP Laws" (or similar) this requires performance in accordance with such DP Laws as are in force and applicable at the time of performance and, if the relevant obligation is not then a requirement under applicable DP Laws, it shall not apply until such time as it is so required.
- 24.11 If there is conflict between the terms of the Contract Form, the General Terms and Conditions of Supply and the Product Appendix, the terms of the Contract Form shall prevail over the General Terms and Conditions of Supply and the Product Appendix and the terms of the Product Appendix shall prevail over the General Terms and Conditions of Supply.