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## **TENNET GENERAL TERMS AND CONDITIONS FOR THE CONNECTION AND TRANSMISSION OF OFFSHORE ELECTRICITY 2015, INCLUDING REALISATION CONDITIONS**

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## Article 1 – Definitions

**[Drafting note (to be deleted in the final version): the definitions and wording will be in line with the STROOM Act, unless a deviation is necessary. The alignment ~~will be~~ clearer in the Dutch version of the GTC.]**

In the Agreements and these General Terms and Conditions, the following capitalised words shall have the meanings assigned to them in this Article:

### **Acknowledged Metering Responsible Party**

An acknowledged party with metering responsibility within the meaning of the electricity metering code (*Meetcode Elektriciteit; erkende meetverantwoordelijke partij or erkend meetbedrijf*).

### **ACM**

The Authority for Consumers & Markets, being the *Autoriteit Consument & Markt* as defined in section 1.1 of the Act.

### **Act**

The Electricity and Gas Act (*Elektriciteits- en gaswet*) and legislation adopted pursuant thereto.

### **Agreements**

The Realisation Agreement and the Connection and Transmission Agreement.

### **Annex**

An annex to any of the Agreements, as amended from time to time.

### **Balance Responsible Party (BRP)**

The Connected Party or its representative responsible for its Imbalances within the meaning of section 2.4.1.6 of the electricity system code (*Systeemcode Elektriciteit, (erkende) programmaverantwoordelijke*) and section 7.6 of the Act.

### **Basic Design**

The basic design as included in Annex 2 to the Realisation Agreement, as amended from time to time.

### **Business Day**

A business day (*werkdag*) within the meaning of the electricity glossary (*Begrippenlijst Elektriciteit*).

### **Confidential Information**

Has the meaning as defined in Article 12 of the General Terms and Conditions.

### **Codes**

The codes as determined by ACM pursuant to Chapter 9 of the Act, as amended from time to time, including:

- the technical codes (*technische codes*) referred to in section 9.1 of the Act, i.e. the electricity grid code (*Netcode Elektriciteit*), the electricity system code (*Systeemcode Elektriciteit*), the electricity metering code (*Meetcode Elektriciteit*) and the electricity glossary (*Begrippenlijst Elektriciteit*);
- the electricity tariff code (*Tariefencode Elektriciteit*) referred to in section 9.2 of the Act; and
- the information code (*Informatiecode Elektriciteit en gas*) referred to in section 9.3 of the Act.

### **Connected Party**

The Connected Party as defined in the Agreements. The Connected Party is considered to be the Offshore Power Park Module (Offshore PPM) within the meaning of RfG.

### **Connection**

The system of cables and devices at the Platform that connects the Installation to the Offshore Transmission System. The Connection, which is further described in Annex 2 to the Realisation Agreement and Annex 2 to the Connection and Transmission Agreement, is part of the Offshore Transmission System. The Connected Party's 66 ~~kV~~[kV](#) cables are not part of the Connection.

### **Connection and Transmission Agreement**

The connection and transmission agreement between TenneT and the Connected Party, and its Annexes, as amended from time to time.

### **Connection Point**

A physical point, which is the interface between the Connection on the one hand, and the Installation on the other; as described in Annex 2 to the Realisation Agreement and in Annex 2 to the Connection and Transmission Agreement.

### **Contracted Transmission Capacity**

The contracted transmission capacity for offtake referred to in section 3.7.4 of the electricity tariff code (*Tarievencode Elektriciteit*) and which value is specified in Annex 1 to the Connection and Transmission Agreement.

### **DCC**

The Dutch Civil Code (*Burgerlijk Wetboek*).

### **[EON](#)**

[An Energisation Operational Notification issued by TenneT, as referred to in RfG.](#)

### **European Act**

Regulation (EC) 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003, and legislation and guidelines adopted pursuant to this regulation.

### **European Codes**

The codes and guidelines as determined by the European Commission pursuant to Article 6 or Article 18 of the European Act, including ~~the~~ RfG.

### **Feed-in Transmission Capacity**

The transmission capacity contracted and made available on the Connection within the meaning of section 3.1.1 of the electricity grid code (*Netcode Elektriciteit*) that the Connected Party is allowed to feed into the Offshore Transmission System and which value is specified in Annex 1 to the Connection and Transmission Agreement.

### **[FON](#)**

[A Final Operational Notification issued by TenneT, as referred to in RfG.](#)

### **General Terms and Conditions**

These general terms and conditions.

### **Imbalances**

Imbalances (*onbalans*) within the meaning of the electricity glossary (*Begrippenlijst Elektriciteit*).

### **Installation**

The Connected Party's unit or ensemble of units generating electricity, which is or will be connected to the Offshore Transmission System and qualifies as a Power Park Module within the meaning of the RfG. The ~~inter-array~~66 kV cables and telecommunication cables that connect (the components of) the Installation shall be deemed part of the Installation.

#### [ION](#)

[An Interim Operational Notification issued by TenneT, as referred to in RfG.](#)

#### **List Of Tariffs**

The list of tariffs (*Tarievenblad*) listing for information purposes the regulated tariffs and regulated fees due by the Connected Party to TenneT.

#### **Metering Device**

The equipment designated to record the exchange of electricity via the Connection, which equipment qualifies as a metering device (*meetinrichting*) within the meaning of section 1.1 of the Act, as further described in Annex 2 to the Realisation Agreement and Annex 2 to the Connection and Transmission Agreement, including communication equipment to exchange metering information.

#### [Offshore PPM](#)

[An Offshore PPM as referred to in RfG, which has been further specified in Annex 4 to the Realisation Agreement and Annex 4 to the Connection and Transmission Agreement.](#)

#### **Offshore Transmission System**

The offshore electricity transmission system (*transmissiesysteem op zee*), as defined in section 1.1 of the Act.

#### **Offshore Wind Energy Act**

The offshore wind energy act (*Wet windenergie op zee*) and legislation adopted pursuant thereto.

#### [Onshore Substation](#)

[The onshore substation operated by TenneT and to which the export cables from the Platform will be connected.](#)

#### **Overplanting Capacity**

Any transmission capacity exceeding the Feed-in Transmission Capacity, ~~but provided that the total transmission capacity (Feed-In Transmission Capacity and Overplanting capacity) do not exceed 380-MW.~~

#### **Party or Parties**

A party or the parties to any of the Agreements, i.e. TenneT and/or the Connected Party.

#### **Person Responsible for the Installation**

The person who, in the context of the Connected Party's working conditions policy pursuant to the Working Conditions Act (*Arbeidsomstandighedenwet*), is responsible for ensuring and maintaining the safety of the electrical installation (*elektrische installatie*) and its operation and who has been appointed for that purpose by the Connected Party in writing in accordance with the NEN-EN 50110-1 standard.

#### **Platform**

The offshore substation of TenneT, the platform on which the Connection is or will be located.

#### **Primary Connection Point**

Each primary Connection Point as described in Annex 2 to the Realisation Agreement and Annex 2 to the Connection and Transmission Agreement.

#### **Proprietary Information**

Has the meaning as defined in Article 8 of the General Terms and Conditions.

**Realisation Agreement**

The realisation agreement between TenneT and the Connected Party, and its Annexes, as amended from time to time.

**Relevant Representative Bodies**

The representative bodies within the meaning of section 9.5 of the Act (*representatieve organisaties*) that represent parties connected to the Offshore Transmission System.

**RfG**

The EU Network Code for Requirements for Grid Connection Applicable to all Generators.

**Scenario**

The scenario within the meaning of section 5.6 of the Act.

**SDE+ Subsidy**

A subsidy within the meaning of paragraph 3.2 of the Offshore Wind Energy Act, including the decisions granting or determining the subsidy.

**Secondary Connection Point**

Each secondary Connection Point as described in Annex 2 to the Realisation Agreement and Annex 2 to the Connection and Transmission Agreement.

**Tariff Decision**

Any applicable tariff decision for TenneT determined by ACM under section 6.12 of the Act.

**Tax**

All forms of taxation and all governmental levies, duties, fees and charges, other than taxes levied with reference to profits or gains realized by TenneT.

**Tax Deduction**

Any deduction or withholding in respect of any Taxes.

**TenneT**

TenneT TSO B.V.

**Tertiary Connection Point**

Each tertiary Connection Point as described in Annex 2 to the Realisation Agreement and Annex 2 to the Connection and Transmission Agreement.

**TSO**

Transmission system operator (*transmissiesysteembeheerder*) within the meaning of section 1.1 of the Act.

**Wind Farm Permit**

The permit granted to the Connected Party within the meaning of section 12 of the Offshore Wind Energy Act.

**WTG**

Any wind turbine generator.

## Article 2 – Maintenance, inspection, replacement, relocation and removal of the Connection

1. Unless and to the extent any of the Agreements provides otherwise, the Connection shall be maintained, tested, replaced, relocated, and/or removed exclusively in accordance with Annex 2 to the Connection and Transmission Agreement by and at the expense of TenneT. TenneT shall consult the Connected Party on this beforehand, unless the situation precludes prior consultation.
2. If it appears that the Connection does not meet or has not met the requirements that may be reasonably expected of it, TenneT shall remedy the relevant defects at the expense of TenneT.
3. Any modifications to the Connection shall be at TenneT's expense, unless the modifications are requested by the Connected Party or the modifications result from an act or omission on the Connected Party's part, in which case the modification(s) shall be at the expense of the Connected Party.
4. If in relation to the Offshore Transmission System any regulated connection fee (*aansluitvergoeding*) will be introduced in the future in which any of the costs referred to in Article 2.1, Article 2.2 and/or Article 2.3 will be included, the cost distribution arrangements in Article 2.1, Article 2.2 and/or Article 2.3 shall no longer apply, to the extent those costs are included in the regulated connection fee.

## Article 3 – Exclusive rights

1. The Parties acknowledge and agree that TenneT holds exclusive rights and, to the extent legally possible, is the legal and beneficial owner of the Offshore Transmission System (including the Connection, the Connection Point and the Platform).
2. TenneT, or as the case may be the third party that installed the equipment on its behalf, will have the exclusive rights and, to the extent legally possible, legal and beneficial ownership to equipment that forms part of or is used for the Connection and/or the Platform, with the exclusion of equipment installed by the Connected Party at the room reserved for it at the Platform or, with TenneT's consent, at other parts of the Platform.
3. The Parties acknowledge and agree that the Connected Party holds exclusive rights and, to the extent legally possible, is the legal and beneficial owner of equipment installed by the Connected Party at the room reserved for it at the Platform or, with TenneT's consent, at other parts of the Platform.
4. Each Party shall take all measures reasonably possible and provide all cooperation necessary to protect any exclusive or property rights of the other Party or the relevant third party as referred to in Articles 3.2 or 3.3, including but not limited to cooperating with the creation of any right in rem, to the extent legally possible.

## Article 4 – Rights and obligations

1. If TenneT, on behalf of the Connected Party or third parties, intends to
  - (i) install power lines, realise connections and/or create branches from pre-existing connections; or
  - (ii) operate, maintain, enlarge, modify or remove such power lines, connections and/or branches, TenneT shall consult with the Connected Party about its intentions if execution of these intentions could affect the Connection.
2. If it cannot reasonably be avoided that a cable of the Connected Party and a cable that is part of the Offshore Transmission System cross, the Parties shall consult in good faith and make

arrangements about the cable crossing(s). Neither Party shall install the cable referred to in the previous sentence until the Parties have reached written agreement on the installation.

3. Each Party shall, insofar as reasonably within its powers, refrain from any act or omission that may:
  - (i) obstruct the business operations of the other Party;
  - (ii) endanger the safe position, maintenance or repair of power lines, the Connection, branches, the Platform or the Installation; and/or
  - (iii) pose a hazard to persons or goods.

### **Article 5 – Transfer of rights and obligations**

1. Unless otherwise provided in this Article 5, a ~~T~~transfer by ~~the Connected~~ Party of its rights or obligations under any of the Agreements requires prior written consent of ~~TenneT~~the other Party. Such consent shall not be unreasonably withheld.
2. TenneT may transfer its legal relationship with the Connected Party under any of the Agreements to a TSO, provided that TenneT guarantees the fulfilment of the obligations by that third party pursuant to the respective Agreement. The Connected Party grants its authorization in advance for such transfer.

### **Article 6 – Invoicing and payment**

1. Each month, TenneT shall render an itemised hard copy invoice to the Connected Party stating all amounts owed by the Connected Party under the Agreements. Amounts owed by the Connected Party under (i) the Realisation Agreement and (ii) the Connection and Transmission Agreement, respectively, shall be invoiced separately.
2. Invoiced amounts shall be stated in euro (€).
3. All amounts, tariffs and fees included in or referred to in the Agreements are exclusive of Taxes, if any, unless explicitly stated otherwise. If any Tax is chargeable (other than by way of reverse charge) on or in connection with the delivery of any services or products under the Agreements, the Connected Party shall pay to TenneT, in addition to the relevant amounts, tariffs or fees, an amount equal to the amount of applicable Taxes against delivery of an invoice that is appropriate and valid under the applicable Tax rules.
4. Any sum payable or otherwise due under the Agreements shall be paid free and clear of all Tax Deductions except as required by law. If the Connected Party is required to make any Tax Deduction in connection with a payment under the Agreements, the amount of the payment due by the Connected Party shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no such Tax Deduction has been required.
5. The Connected Party shall pay any undisputed (part of an) invoice within thirty (30) Business Days after the invoice date, without any reduction. TenneT shall indicate how the invoice is to be paid.
6. In the event that the Connected Party disputes an invoice, or part thereof, it shall notify TenneT thereof in writing within thirty (30) Business Days of receipt of such invoice from TenneT, together with the reasons of its dispute. If within fifteen (15) Business Days after the Connected Party notifying TenneT of it disputing an invoice, the Parties are unable to reach agreement; either Party may refer the dispute to the courts of Arnhem, the Netherlands. The disputed (part of an) invoice shall not attract any statutory interest (within the meaning of section 6:119 of the DCC) until the dispute is finally resolved.



7. In the event of late payment, the Connected Party will be in default by operation of law and will be required to pay statutory interest (within the meaning of section 6:119 of the DCC) with effect as from the date that the invoice is payable. All reasonable costs incurred by TenneT for collecting the amounts owed by the Connected Party are payable by the Connected Party, including but not limited to legal and other costs and lawyer's fees.
8. The Connected Party may not set-off receivables against payables under ~~one~~any of the Agreements based on section 6:127 *et seq* of the DCC, except in the case of a set-off in bankruptcy or suspension of payments under section 53 or section 234 of the Dutch Bankruptcy Act (*Faillissementswet*).

## Article 7 – Security

1. TenneT may require the Connected Party to provide collateral (*financiële zekerheid*) against amounts owed by the Connected Party under ~~one~~any of the Agreements if the following cumulative conditions are met:
  - a. the Connected Party fails or in the previous three months failed to meet its payment obligations, and
  - b. TenneT has reasonable grounds for assuming that the Connected Party will be unable or unwilling to fulfil its payment obligations that are undisputed or that are not disputed on reasonable grounds.
2. The collateral must be proportionate to the amounts owed by the Connected Party and may be cancelled as soon as the Connected Party has met its payment obligations for a consecutive period of three months.

## Article 8 – Intellectual property rights

All drawings, specifications, worksheets, reports, designs, models and other tangible and intangible proprietary information including all associated intellectual property rights, provided by a Party to the other Party for the realisation of the Connection and/or made available by a Party in connection with the construction works to be performed by the other Party shall, unless the information is or becomes part of the public domain other than as a result of any breach of the Realisation Agreement or the Connection and Transmission Agreement or both (the "**Proprietary Information**"), remain the exclusive property of the first Party and will be returned to the first Party upon completion or termination of the Agreements or upon the first party's request, unless (~~for TenneT only~~) TenneTa Party has a legal duty to keep this Proprietary information. The Parties acknowledge and agree that the first party is the owner and/or creator of the Proprietary Information.

## Article 9– Other rights and obligations

1. TenneT shall execute the Agreements with the care that may be expected of a conscientious TSO. In particular, TenneT shall take all measures reasonably necessary to prevent the Connected Party from being inconvenienced or harmed unnecessarily or disproportionately by works carried out.
2. TenneT has the right to engage third parties for the fulfilment of its obligations and exercising its rights towards the Connected Party. TenneT is responsible for the acts and omissions of such third parties engaged by it.
3. The Connected Party has the right to engage third parties for the fulfilment of its obligations and exercising its rights, under the condition that the engagement is arranged in accordance with the



requirements stated in Annex 5 to the Realisation Agreement and Annex 6 to the Connection and Transmission Agreement. The Connected Party shall inform TenneT of such engagement. The Connected Party is responsible for the acts and omissions of such third parties engaged by it.

4. The Parties are required to render each other all cooperation in the application and execution of and the monitoring of compliance with the Agreements, in particular by:
  - a. timely providing the other Party with all information, data and decisions required for the proper commissioning, use or operation of the Connection or the Installation;
  - b. informing the other Party as soon as possible of all relevant data, events or changes in circumstances, including but not limited to any observed or suspected damage, default or irregularities in or on the Connection, including the Metering Device and breaking the seal thereof;
  - c. informing the other party timely of any address or name changes; and
  - d. rendering all other cooperation necessary for the commissioning of the Connection and for the carrying out of work on the Connection by TenneT, including maintenance, tests and compliance tests. The Connected Party is not entitled to any compensation for that cooperation, unless explicitly agreed otherwise in any of the Agreements.
5. Unless and to the extent any of the Agreements provides otherwise, TenneT shall apply at its own expense for any permits and other consents required for the realisation and operation of the Connection.

## Article 10– Suspension

In the event of noncompliance by a Party of financial obligations under the Realisation Agreement or the Connection and Transmission Agreements or both, the other Party may not suspend any of its obligations under the Realisation Agreement or the Connection and Transmission Agreements or both within the meaning of section 6.1.8 (Right of suspension (*Opschortingsrechten*)) of the DCC.

## Article 11– Liability and compensation

1. To the extent damage suffered by the Connected Party is the result of a cause listed in the statutory damage compensation rules of section 5:27 of the Act or legislation or decisions adopted pursuant to section 5:27 of the Act, TenneT's liability shall be limited to the Connected Party's rights under the aforementioned statutory damage compensation rules, irrespective of whether the damage is in fact compensated under those rules. Any consequences of delay or unavailability of the Connection or the Offshore Transmission System will be solely governed by section 5.27 of the Act and no provision of ~~these General Terms and Conditions shall not prejudice or affect the statutory damage~~ will reduce or extend the Connected Party's rights for compensation rules of section 5:27 of the Act or legislation or decisions adopted pursuant to section 5:27 of the Act under the Act or give rise to contractual or other liability of TenneT in relation to delay or unavailability of the Connection or the Offshore Transmission System.
2. Without prejudice to Article 11.1, TenneT shall not be liable for damage arising due to a voltage management disruption (including voltage dips and transients).
3. Unless provided otherwise in the Agreements and without prejudice to Article 11.1, any liability of a Party in connection with the Agreements irrespective of the legal ground (contractual or other) is limited to property damage (*zaakschade*) and personal injuries (*personenschade*) ~~(including costs as referred to under section 6:96 paragraph 2, subparagraphs (a) and (b) of the Dutch Civil Code (*Burgerlijk Wetboek*)), or costs for temporary measures to be taken by the other Party because of noncompliance of the (alleged) liable Party~~ and no liability will arise for any other damage, including but not limited to loss of profit or income and immaterial damage. ‡

4. Unless provided otherwise in the Agreements, irrespective of the legal ground (contractual or other) and without prejudice to Article 11.1, ~~the Parties'~~
- a. TenneT's liability in connection with the Agreements shall be limited to a maximum of EUR 25 million (in words: twenty-five million euro) per incident, with an annual aggregate of EUR 50 million (in words: 50 million euro).
- b. the Connected Party's liability in connection with the Agreements shall be limited to a maximum of ~~€100~~EUR 100 million (in words: ~~one hundred million~~ euro) per incident~~.~~, with an annual aggregate of EUR 100 million (in words: one hundred million euro).
5. ~~4-~~The limitations of Article 11~~Article 10.2~~~~and~~, Article 11.3 and Article 11.4 shall not apply if and to the extent damage to a Party was inflicted intentionally (*opzet*) or by the gross negligence (*bewuste roekeloosheid*) of the other Party's managing staff.
6. ~~5-~~The Parties shall, irrespective of the legal ground (contractual or other), not be liable towards each other for damage arising from acts or omissions by third parties including other operators of wind farms, other network operators ~~or~~of public and private (closed) distribution systems and third parties connected to public and private (closed) distribution systems. The previous sentence does not extend to liability for third parties that the Parties have engaged.
7. ~~6-~~A Party shall submit any claims under the Agreements or in their relationship, irrespective of the legal ground (contractual or other), to the other Party ultimately within one year of ~~occurrence of the~~the moment as of which the Party knows or could have had reasonably known that there was such alleged breach of the other Party's obligations under the Agreements or other occurrence on which the claim is based, in the absence of which any right to claim compensation lapses.
8. ~~7-~~The owner of the Offshore Transmission System, the owner of the Installation, any other owner or operator of an offshore wind farm and the employees or subordinates of the Parties~~or~~, the natural and legal persons mentioned above or third parties that hold exclusive rights to the assets referred to in this Article 11 can also invoke the provisions of this Article 11. ~~7~~8, an owner or operator of an offshore wind farm includes any third party whose installation has been connected to the Offshore Transmission System.

## Article 12– Confidentiality

1. Without prejudice to section ~~{5.22 (4)}~~ of the Act, the Parties shall hold confidential the information obtained from each other in connection with the performance of the Agreements (the "**Confidential Information**"), including, but not limited to, the Proprietary Information and other business information, except where such information is generally known or accessible. Parties shall use such Confidential Information only for the purposes set forth in the Agreements.
2. Each Party may disclose Confidential Information to third parties that execute works, where this is required for the carrying out of that works, provided that such third parties are bound by a confidentiality duty that is not less stringent that set out in this Article 12. Also, each Party may disclose Confidential Information if required by statutory law or by any competent judicial or regulatory authority.
3. Without ~~the other Party's prior written permission~~prejudice to Article 12.2, a Party shall not disclose the Confidential Information to third parties without the other Party's prior written permission, except if required by statutory law or by any competent judicial or regulatory authority.

4. The Parties remain bound to the obligations in this Article 12 once the Connection or Transmission Agreement and/or the Realisation Agreement have ended.

### **Article 13 – Compliance with and references to applicable laws**

1. When carrying out the obligations under the Agreements, the Parties shall comply with all applicable legislation, including but not limited to the Act, the European Act, the Codes and the European Codes.
2. All references to legislation in the Agreements and the General Terms and Conditions shall include all amendments to that legislation after the Agreements were entered into, and are therefore references to the latest versions of that legislation.

### **Article 14 – Termination and cancellation**

1. The Parties are not entitled to terminate the Agreements unilaterally, including by means of cancellation (*opzegging*), except in those cases provided for in this Article 14.
2. Each Party is entitled to terminate (*ontbinden*) any of the Agreements with immediate effect and without further notice of default by means of written notice to the other Party, if one or more of the following events occur:
  - a. TenneT's assignment within the meaning of section 4.2, paragraph 1, sub g of the Act ceases, unless another party succeeds TenneT as operator of the Offshore Transmission System under the Act and TenneT intends to transfer its contractual position to that party;
  - b. the Wind Farm Permit has been withdrawn or lapsed or the Connected Party for any other reason has ceased to feed electricity into the Offshore Transmission System through the Connection for a period of at least ~~four~~six months, after the Connected Party has started feeding in electricity, unless this is due to technical problems of the Installation which are not unlikely to be remedied within a reasonable period of time; or
  - c. one of the Parties is granted a moratorium (*surseance van betaling*), has been declared bankrupt or has filed for bankruptcy, unless that Party or its agent furnishes sufficient security within a period of time specified by the other Party that is reasonable given the circumstances.
3. In addition to the occurrences listed in Article 14.2 and without prejudice to section 6:83 of the DCC, TenneT also has the right to terminate (*ontbinden*) any of the Agreements with immediate effect and without further notice of default, if:
  - a. after having been served with a notice of default affording a reasonable time for redress, the Connected Party fails to fulfil its payment obligations under any of the Agreements within the time afforded in the notice of default;
  - b. after having been served with a notice of default affording a reasonable time for redress, the Connected Party fails to fulfil its obligations other than payment obligations under the relevant Agreement within the time afforded in the notice of default, and the seriousness of such failure justifies dissolution in the interests of the safety of people and property or the safety and/or reliability of the public electricity supply;
  - c. the Balance Responsible Party for the Connection loses its status and the Connected Party fails to remedy this situation within the period provided for in Article 15.1.b).
4. Termination (*ontbinding*) will not result in any obligations that any performance received under the relevant Agreement be undone.
5. With effect from the day on which the Connection and Transmission Agreement is terminated either with mutual consent (*met wederzijds goedvinden*) or unilaterally (*ontbonden*), TenneT has the right to deactivate the Connection.

6. After the Connection and Transmission Agreement with TenneT has been terminated either with mutual consent (*met wederzijds goedvinden*) or unilaterally (*ontbonden*), the Connected Party shall as soon as reasonably possible remove any cables, equipment and other properties, in accordance with the term given in the Wind Farm Permit and the instructions from TenneT.

### **Article 15 – Loss of status as Balance Responsible Party**

1. Without prejudice to the provisions of Article 14.3, introduction and sub (c) of these General Terms and Conditions, the following applies in the situation that the Connected Party no longer has a BRP appointed:
  - a) the Connected Party shall inform TenneT without delay of this situation. The Parties shall also inform each other as soon as possible of the measures they will take during this situation.
  - b) the Connected Party shall rectify this situation by appointing a new BRP as soon as possible and in all instances within two Business Days after the situation in Article 15.1 has arisen.
  - c) the Connected Party shall limit as far as reasonably possible the feed-in of electricity to the Connection and/or consumption of electricity.
2. For electricity exchanged over the Connection in the period the Connected Party no longer has a BRP appointed, TenneT shall charge the Connected Party in accordance with the Imbalances system in the electricity system code (*Systeemcode Elektriciteit*) as if a zero programme had been submitted. Supplementary to this charge, the Connected Party shall owe TenneT an amount equal to 10% of the Imbalances price.

### **Article 16 – Departures from and amendments to the General Terms and Conditions**

1. Deviations from and additions to the General Terms and Conditions are binding only insofar as agreed by the Parties in writing in the Agreements and/or the Annexes.
2. TenneT may amend the General Terms and Conditions unilaterally. Before any such amendment, it shall send the amendment it proposes to the Relevant Representative Bodies for consultation with the purpose to reach agreement on the proposed amendment.
3. TenneT shall notify the Connected Party in writing of any amendment to the General Terms and Conditions. The amendment takes effect on a date determined by TenneT, but no earlier than ten Business Days after the date of dispatch of the notification referred to in the previous sentence.

### **Article 17 – Applicable law and language**

1. The Agreements are governed by Dutch law.
2. The Agreements have been agreed in Dutch. English translations are available to the Parties. In the case of differences between the Dutch and English texts, the Dutch text is binding.

### **Article 18– Disputes**

1. The Parties shall endeavour to resolve disputes amicably.

2. Any disputes arising out of or in connection with the Agreements – including disputes about the Agreements' existence and validity – shall be submitted to the competent court in Arnhem, the Netherlands, if the Parties are unable to resolve the disputes amicably.
3. The provisions of this Article do not prejudice the Parties' right to submit a dispute to ACM under section 10.20 of the Act.

### **Article 19– Final provisions**

1. These General Terms and Conditions may be cited as 'TenneT General Terms and Conditions for the Connection and Transmission of Offshore Electricity 2015, including Realisation Conditions'.
2. These General Terms and Conditions are available for inspection at TenneT's offices where copies are obtainable free of charge and are published on the website [www.tennet.eu](http://www.tennet.eu).

<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 7.5.0.166 Document comparison done on 1-12-2015 7:39:59</b>	
<b>Style name:</b> De Brauw Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 20151104 DRAFT General Terms and Conditions v3.docx	
<b>Modified filename:</b> 20151201 FINAL DRAFT General Terms and Conditions.docx	
<b>Changes:</b>	
<u>Add</u>	80
<del>Delete</del>	46
<del>Move From</del>	1
<u>Move To</u>	1
<u>Table Insert</u>	6
<del>Table Delete</del>	4
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>138</b>