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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

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

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 14~~ [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 (*Tarievencode 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.

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Connected Party

The Connected Party as defined in the Agreements, ~~which qualifies as a connected party (aangesloten) within the meaning of the Act.~~

Connection

The system of cables and devices ~~connected thereto~~ [at the Platform](#) that connects the Installation to the Offshore Transmission System ~~and qualifies as a~~ [The eConnection \(aansluiting\) within the meaning of the Act, 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.](#)

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.](#)

Design DCC

~~The design of the Connection as described in Annex [2] to the Realisation Agreement.~~
[The Dutch Civil Code \(Burgerlijk Wetboek\).](#)

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.](#)

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 cables and telecommunication cables that connect (the components of) the Installation shall be deemed part of the Installation.

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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.

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.

Overplanting Capacity

Any transmission capacity exceeding the Feed-in Transmission Capacity, but not exceeding 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 platform of TenneT, 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.

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

Wind Farm Permit

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

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 (*Description and technical specifications of the Connection, including drawings*)]~~ 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 – ~~Property~~ 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. Equipment that forms part of or is used for the Connection shall be and shall remain the property of TenneT or the third party that installed the equipment.~~
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 space reserved for it at 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 space reserved for it at the Platform.
4. ~~3. The Connected~~ Each Party shall take all measures reasonably possible and provide all cooperation necessary to protect any exclusive or property rights of ~~TenneT~~ 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 agreement on the installation.
- ~~3. The Connected Party may not withhold its consent to a request of TenneT for shared use of the Connection for a third party on unreasonable grounds. Adverse consequences for the operations of the Connected Party shall in any event be a reasonable ground for withholding consent.~~
3. ~~4.~~ 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. Transfer by the Connected Party of its rights or obligations under any of the Agreements requires prior written consent of TenneT. 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 third party performing the tasks of 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 ~~Dutch Civil Code (Burgerlijk Wetboek)~~ 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 ~~Dutch Civil Code (Burgerlijk Wetboek)~~ 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 of the Agreements based on section 6:127 *et seq* of the ~~Dutch Civil Code (Burgerlijk Wetboek)~~ DCC, except in the case of a set-off in bankruptcy or suspension of payments under section 53 or section 234 of the 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 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 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 ~~TenneT~~ a Party to the ~~Connected~~ other Party for the realisation of the Connection and/or made available by ~~TenneT~~ a Party in connection with the construction works to be performed by ~~TenneT~~ 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 and/or the Connection and Transmission Agreement (the "**Proprietary Information**"), ~~shall~~ remain the exclusive property of ~~TenneT~~ the first Party and will be returned to ~~TenneT~~ the first Party upon completion or termination of the Agreements or upon ~~TenneT's~~ the first party's request. ~~The Connected Party, unless (for TenneT only) TenneT has a legal duty to keep this information. The Parties~~ acknowledges and agrees that ~~TenneT~~ the first party is the owner and/or creator of the Proprietary Information.

Article 9 – Insurance

[Drafting note: insurance provisions to be discussed on 16 October.]

1. TenneT shall ~~take out~~ have third-party liability insurance at its own cost that covers the risks in relation to the realisation, maintenance and inspection of the Connection, ~~including works performed by the parties engaged by it to perform these activities. The insurance will have a minimum coverage of € [●] (in words: [●] euro) per incident.~~
2. The Connected Party shall ~~take out~~ have third-party liability insurance at its own cost that covers the risks related to the works it carries out in relation to the Installation (including connecting of cables to the Platform or the Connection and maintenance of those cables and works carried out on the Platform), including works performed by the parties engaged by it. The insurance will have a minimum coverage of € [●] (in words: [●] euro) per incident.

Article 10– Other rights and obligations

- ~~3.~~ 4. 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.

4. ~~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.

5. ~~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 6 (~~Operational arrangements and exchange of information~~) to the Realisation Agreement and Annex 6 to the Connection and Transmission Agreement ~~or Annex 8 (Operational arrangements and exchange of information) to the Realisation 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.

6. ~~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:

- timely providing the other Party with all information, data and decisions required for the proper commissioning or operation of the Connection;
- 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;
- informing the other party timely of any address or name changes; and
- 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.

7. ~~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.

~~6- Upon request of TenneT, the Connected Party shall provide TenneT with immediate access to any space on the Platform that is designated for use by the Connected Party.~~

Article 11 – Suspension

~~The Parties may only suspend any of their obligations under the agreement within the meaning of section 6.1.7 (Right of suspension (Opschortingsrechten)) of the Dutch Civil Code (Burgerlijk Wetboek) in case of sufficiently pressing reasons.~~

Article 11 Article 12 – Liability and compensation

[Drafting note: to be discussed on 16 October, in relation to Insurance.]

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. These General Terms and Conditions shall not prejudice or affect 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 or give

[rise to contractual liability in relation to delay or unavailability of the Connection or the Offshore Transmission System.](#)

2. Without prejudice to ~~Article 12~~ Article 11.1, TenneT shall not be liable for damage arising due to:
~~a- a~~ an interruption or restriction of transmission because of reasonably necessary maintenance to the Offshore Transmission System, the Platform and/or the Connection ("voor het system redelijkerwijs noodzakelijk onderhoud" within the meaning of section [5:27] paragraph 1 sub b of the Act), or
~~b- a~~ voltage management disruption (including voltage dips and transients);
3. Unless provided otherwise in the Agreements and ~~notwithstanding the Connected Party's statutory right to compensation under section [5.27] of the Act~~ without prejudice to Article 11.1, any liability of a Party in connection with the Agreements 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*)) and no liability will arise for any other damage, including but not limited to loss of profit or income and immaterial damage. Unless provided otherwise in the Agreements and ~~notwithstanding the Connected Party's statutory right to compensation under section [5.27] of the Act~~ without prejudice to Article 11.1, the Parties' liability in connection with the Agreements shall be limited to a maximum of € [●] (in words: [●] euro) per incident.
4. In derogation of the provisions of ~~Article 12~~ Article 11.3 (but without prejudice to Article 11.1), if the Connected Party suffers damage due to a breach of TenneT's obligations ~~to realise under~~ the Connection Agreements, which breach is attributable to TenneT and which is covered by TenneT's Construction All Risk (CAR) insurance policy, TenneT shall only be liable to the extent the damage is covered by that insurance policy or has been recovered from third parties.
5. ~~Article 12~~ The limitations of Article 11.2, ~~Article 12~~ Article 11.3 and ~~Article 12~~ 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. The Parties shall 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 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 ~~for the fulfilment of their obligations under any of the Agreements.~~
7. A Party shall submit any claims under the Agreements to the other Party ultimately within one year of occurrence of the alleged breach of the other Party's obligations under the Agreements, in the absence of which any right to claim compensation lapses.
8. The ~~provisions of this Article 12 shall extend to the~~ owner of the Offshore Transmission System, the owner of the Installation, any other owner or operator of an offshore wind farm and ~~to~~ the employees or subordinates of the Parties or the natural and legal persons mentioned above can also invoke the provisions of this Article 11. For the purposes of this ~~Article 12~~ Article 11.8, an owner or operator of an offshore wind farm includes any third party whose installation has been connected to the Offshore Transmission System.

Article 13 — Force Majeure

1. ~~In the event of force majeure on the part of either Party, the performance of the Connection and Transmission Agreement and/or Realisation Agreement is fully or partly suspended for as long as the situation of force majeure continues, without either Party being liable for payment of any compensation to the other Party. If the force majeure situation is reasonably expected to continue for more than three (3) months or has already lasted for three (3) months, the other~~

~~Party may dissolve the Connection and Transmission Agreement or Realisation Agreement respectively by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation. Force majeure on the part of TenneT shall in any case include:~~

- ~~a. circumstances relating to persons and/or material of which TenneT avails itself or customarily avails itself to perform the Connection and Transmission Agreement and/or Realisation Agreement, of such nature as prevents performance of the Connection and Transmission Agreement and/or Realisation Agreement or makes it so objectionable and/or unreasonably costly for TenneT that TenneT can no longer be required to perform the Connection and Transmission Agreement and/or Realisation Agreement or to perform the Connection and Transmission Agreement and/or Realisation Agreement immediately;~~
- ~~b. strikes; and~~
- ~~c. war, riots, terrorist attacks and similar occurrences or circumstances.~~

Article 12~~Article 14~~ – 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. ~~TenneT~~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 than set out in this Article 12. Also, ~~TenneT~~Each Party may disclose Confidential Information if required by statutory law or by any competent judicial or regulatory authority ~~or by any competent securities exchange~~.
3. Without ~~TenneT's~~the other Party's prior written permission, ~~the Connected~~a Party shall not disclose the Confidential Information to third parties, except if required by statutory law or by any competent judicial or regulatory authority ~~or by any competent securities exchange~~.
4. The Parties remain bound to the obligations in this ~~Article 14~~ Article 12 once the Connection or Transmission Agreement and/or the Realisation Agreement have ended.

Article 13~~Article 15~~ – 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~~Article 16~~ – 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 16~~ Article 14.
- ~~2. Without prejudice to the Connected Party's right to terminate (ontbinden) the Agreements in the cases provided for in Article 16.6, the Connected Party may cancel (opzeggen) the Connection~~

- ~~and Transmission Agreement by means of a written notice. The Connected Party shall observe a notice period of at least two months.~~
- ~~3. Without prejudice to the Connected Party's right to terminate (*ontbinden*) the Agreements in the cases provided for in Article 16.6, the Connected Party may cancel (*opzeggen*) the Realisation Agreement with immediate effect by means of written notice.~~
- ~~4. Without prejudice to TenneT's right to terminate (*ontbinden*) the Agreements in the cases provided for in Article 16.6 and Article 16.7, TenneT may cancel (*opzeggen*) the Connection and Transmission Agreement and/or the Realisation Agreement if TenneT has compelling interests and with due observance of the Connected Party's reasonable interests and a notice period of at least two months. TenneT shall cancel The Connection and Transmission Agreement and/or the Realisation Agreement by means of written notice and specify the reasons for the cancellation.~~
- ~~5. During the notice period, each Party shall enable the other Party to perform activities necessary for termination of the Agreement.~~
2. 6. 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:
- 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;
 - the ~~Connected Party's Wind Farm p~~ Permit for exploiting the Installation 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 two months, after the Connected Party has started feeding in electricity; or
 - 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. 7. In addition to the occurrences listed in ~~Article 16.6~~ Article 14.2 and without prejudice to section 6:83 of the Dutch Civil Code (*Burgerlijk Wetboek*), TenneT also has the right to terminate (*ontbinden*) any of the Agreements with immediate effect and without further notice of default, if:
- 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;
 - 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;
 - 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 ~~Artiele 17~~ Article 15.31.b).
4. 8. Termination (*ontbinding*) will not result in any obligations that any performance received under the relevant Agreement be undone.
5. 9. With effect from the day on which the Connection and Transmission Agreement is ~~dissolved (*beëindigd*)~~ terminated either with mutual consent, ~~terminated (*met wederzijds goedvinden*) or unilaterally (*ontbonden*) or cancelled (*opgezegd*)~~, TenneT has the right to deactivate the Connection.
6. 10. After the Connection and Transmission Agreement with TenneT has been ~~dissolved (*beëindigd*)~~ terminated either with mutual consent, ~~terminated (*met wederzijds goedvinden*) or unilaterally (*ontbonden*) or cancelled (*opgezegd*)~~, the Connected Party shall as soon as reasonably possible remove any cables, equipment and other ~~[•]~~ properties, in accordance with

~~its permit for exploiting the Installation~~ the term given in the Wind Farm Permit and the instructions from TenneT.

Article 15 ~~Article 17~~ – Loss of status as Balance Responsible Party

1. Without prejudice to the provisions of ~~Article 16~~ Article 14.73, introduction and sub (b) of these General Terms and Conditions, the following applies in the situation that the Connected Party no longer has a BRP appointed:
 - a) ~~2-~~ 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) ~~3-~~ 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 17~~ Article 15.1 has arisen.
 - c) ~~4-~~ The Connected Party shall limit as far as reasonably possible the feed-in of electricity to the Connection and/or consumption of electricity.
2. ~~5-~~ For electricity exchanged over the Connection ~~during this period~~ 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 system code (*Systeemcode*) 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 ~~Article 18~~ – 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 ~~Article 19~~ – 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 ~~Article 20~~ – 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 the ACM under section [10.20] of the Act.

Article 19~~Article 21~~ – 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. ~~The~~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.

Summary report:	
Litéra® Change-Pro TDC 7.5.0.125 Document comparison done on 13-10-2015 17:57:05	
Style name: De Brauw Default Style	
Intelligent Table Comparison: Active	
Original filename: 20150726 Draft GTC offshore agreement-oorspronkelijk.docx	
Modified filename: 20151013 DRAFT (2) General Terms and Conditions-nieuw.DOCX	
Changes:	
Add	202
Delete	188
Move From	1
Move To	1
Table Insert	2
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	396