

TO Stakeholders to legal consultation Dutch offshore grid

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SUBJECT Report from legal consultation 9&10 September 2015

TER BESLUITVORMING

TER INFORMATIE

In presence of approximately 30 participants of several backgrounds, 9 and 10 September the draft offshore model agreements and general terms & conditions were consulted by TenneT. Based on the feedback received prior to the meeting, first the most questioned topics were discussed in general, after which the draft model agreements and the general conditions were discussed page-by-page. TenneT introduced all topics (see presentation).

Please find below an overview of the main topics discussed. This document does not contain a report of the page-by-page discussions. Feedback on all questions will be provided in a separate feedback document and will, if applicable, be incorporated in the next draft of the agreements. TenneT aims to publish new or revised documents early October, prior to the legal consultation of 15 and 16 October. We will announce each publication via our Newsletter and website. All stakeholders are invited to submit their comments, preferably prior to October's legal consultation though ultimately until 23 October, one week after the session.

## 1 METERING

Introduction TenneT, see presentation.

*Q: Does this allow multiple offtake parties for a wind farm (which requires two EAN-codes etc.)?*  
*TenneT: Yes, separate metering would be allocated at the primary connection points.*

*Q: Is the proposed joint metering facilitation or obligation?*  
*TenneT: It's both. The proposal is that all parties that have to perform metering activities (TenneT and both OWF's at one platform) will together designate only one certified company, who will act as an 'erkend meetbedrijf', to perform all the metering duties, while each keeping their own responsibilities (in accordance with the Codes). TenneT invites the parties to indicate whether they agree with the concept of jointly designating one company. This proposal doesn't change any of the conclusions from the technical meetings.*

*Q: What is primary and secondary metering?*  
*TenneT: Primary metering is high-voltage. TenneT is responsible for the primary part of the installation. TenneT will define secondary connection points and will define who is responsible for each of the tasks to be performed. TenneT will also provide a (picture) of the metering device in an annex to the agreements.*

*TenneT will provide the primary part of the metering device. Metering is possible in the 66 kV installation, since the connection point is in the transformers. More specifically: the metering will take place at the TenneT-side of the 66 kV installation.*

*Q: Where does the metering for the SDE subsidy occur?*

*TenneT: According to the SDE rules, this is the responsibility of OWF. Where the metering takes places should follow from the SDE rules.*

*Q: Is TenneT responsible for a complete package, including the placing of secondary parts of devices?*

*TenneT: TenneT is responsible for metering transformers on high-voltage side.*

*Q: Is it possible to install extra meters for the OWF, also outside of the dedicated room? And can the OWF do so itself?*

*TenneT: Noted for follow-up.*

Closing remarks TenneT:

- TenneT will provide a schedule/drawing of the metering device
- Arrangements concluded during the technical meeting will not be compromised
- TenneT will provide more clarity on who will pay which costs for metering

## **2 ANNEXES**

Introduction TenneT, see presentation.

TenneT: Input from the (results of the) technical meetings is needed to draft the annexes. Publication of technical position papers is expected by the end of this week.

*Q: Is there room for negotiation on the model agreements after the final model agreements have been published?*

*TenneT: The only changes after 1 December 2015 will be (i) those made as a result of any relevant changes in law or the scenario and (ii) the OWF-specific details (e.g. Annex 1). The model agreements are not a starting point for new negotiations. That is why the model agreements are being consulted on. All parties in the tender will base itself on the model agreements as published before the tender opens.*

### **2.1 Annex 1**

*Q: What is metering information?*

*TenneT: This contains everything that is going to be metered. All these items will be discussed with the parties before finalising the agreements. TenneT needs the as-built information, so the annex needs to be updated after realising the connection.*

*Q: Is the contracted transmission capacity in MegaWatts? And the overplanting capacity?*

*TenneT: The contracted transmission capacity and the feed-in capacity are in MegaWatts. The capacity of the connection is in MVAs. Overplanting will be described as well; that is a new element in comparison with onshore agreements.*

## **2.2 Annex 2**

TenneT: Drawings will be included, following the as-built information. That is why there will be no detailed drawings in the model agreements. TenneT will consider including an outline (as per the technical consultations).

TenneT: There will be no Offshore Codes yet at the moment of finalising the model agreements. These Codes will be drafted in the (near) future, probably as a separate chapter of the (Onshore) Codes. TenneT will draft these Offshore Codes, which have to be adopted by ACM after a consultation.

In the meantime, until the entry into force of the Offshore Codes, temporary rules are necessary on several topics, such as on compliancy testing and technical requirements. The aim is to give all parties as much certainty as possible on the applicable requirements during and after the tendering process. Those temporary rules will be included in annexes to the agreements and will cease to apply once the Offshore Codes are into effect. The temporary rules will be based on the Network Code on Requirements for Grid Connection Applicable to all Generators ("RfG") by ENTSO-E. The rules in the annexes to the agreements might be more specific than the ones in RfG, because TenneT needs to work out several ranges (as mentioned in RfG) in more detail. The annexes to the agreements will be in accordance with the results of the technical expert meetings.

RfG was adopted by the European member states in comitology and will now go through scrutiny from the European Parliament and Council. The content and details of RfG are known already

(<https://www.entsoe.eu/major-projects/network-code-development/requirements-for-generators/Pages/default.aspx> and access the draft document via

[https://www.entsoe.eu/Documents/Network%20codes%20documents/NC%20RfG/draft\\_ec\\_networkCodesJune.pdf](https://www.entsoe.eu/Documents/Network%20codes%20documents/NC%20RfG/draft_ec_networkCodesJune.pdf)).

Note that TenneT cannot control (i) if and when RfG will be adopted and/or (ii) if ACM will adopt or alter the Offshore Codes as proposed by TenneT and the Dutch grid operators.

## **2.3 Annex 6**

TenneT: This annex is mostly of an administrative nature where parties agree on procedural and operational aspects.

*Q: Will TenneT also include the operational arrangements regarding rejected power?*

*TenneT: Yes. The results from the technical expert meetings need to be translated into this document.*

*Q: Will TenneT include provisions on access to the platform?*

*TenneT: Yes, the logistic part will be included in the annex.*

*Q: Can TenneT provide an overview of the costs, such as connection fees?*

*TenneT: There are two types of costs: (i) regulated tariffs and fees, and (ii) other costs. With respect to (i): there is currently no connection fee nor a feed-in tariff envisaged. Should such tariff be introduced, TenneT has to comply with the law and any decisions by ACM. This means that TenneT is not free to contract on this topic. With respect to (ii): these costs are to be assessed on a case-by-case basis. TenneT will make a list of which types of costs are to be paid and these will be included in the model agreements.*

*Q: What are the costs?*

*TenneT: In this phase TenneT can only identify the types of costs. Onshore, parties usually agree on costs of realisation of the connection. TenneT builds the connection, and the connected party has to bear the costs of the construction work. The latter is different onshore, where TenneT builds the connection at its own cost. There will be extra costs for OWF, such as for compliance testing and for access for building its installations in the defined space on the platform. Parties have to agree on a way to calculate and allocate those costs: who has to bear which costs and how will fees be calculated.*

*Q: what is outcome of those allocations?*

*TenneT: TenneT doesn't know, because TenneT doesn't know what actions need to be performed. This is up to OWF. TenneT also doesn't know the costs for types of costs, because TenneT hasn't contracted for those activities yet. TenneT will take this point on board and will see if any indications can be provided.*

*Q: Is this annex the same for both agreements in REA and CTA?*

*TenneT: No, they are not the same, because the one in the CTA is for the connection as realised, the one in the REA is for the realisation of the connection. There will be some overlap between the annexes, but other items will be different. TenneT will differentiate in the titles and make the distinction more clear.*

*Q: How about the access to SCADA systems?*

*TenneT: The platform is a central point for communications. As agreed in the technical consultation, the OWF will have access to its own room. In case of a LIDAR, this should be accommodated with the communications on the platform. Noted for follow up with the technical consultation.*

*Q: OWF needs space on the platform outside the dedicated room, e.g. for cameras and a radar for bird monitoring, etc. The position paper states that such spaces are available on the platform.*

*TenneT: TenneT will take this on board for the technical meetings. Items discussed in the technical sessions will be reflected in the agreement.*

*Q: OWF wants to review the annexes before the next legal session.*

*TenneT: TenneT is aware of the need to consult the Annexes. Partially, the content is depending on the outcome of the technical sessions. The list on agreed topics – such as what should be installed on the platform, where this will be located and for which purposes the CP will have access – will be included in the annexes. Note that not every technical detail has to be included in the agreements, just what OWF should be*

able to install on the platform.

*Q: Note that technical elements could have a commercial impact, such as glass fibre, telecom and overplanting capacity.*

*TenneT: noted.*

*Q: Under which conditions will TenneT be able to facilitate the overplanting capacity?*

*TenneT: TenneT will discuss if it can determine technical conditions under which TenneT expects that the overplanting capacity will be available on its grid. However, TenneT cannot commit to or guarantee more than 350 MW.*

*Q: On the subject of occurring costs for works on the installation on the platform during the realisation phase: would it be agreeable that parties try to define in the technical sessions what kind of activities should take place on the platform, list them, determine who is responsible for which activities and who performs those activities, add a cost allocation? Will there be in the end be a complete cost calculation for the realisation phase that could be attached to the REA, which gives a complete overview of the costs? That will make clear in advance who will bear which costs.*

*TenneT: TenneT will prepare a list of which types of costs are to be paid and these will be included in the model agreements. It may not be possible to provide an exhaustive list of the activities or related costs at this stage. The OWFs are invited to complete the picture by supplying input.*

*Q: Isn't it TenneT who is paying for the offshore grid?*

*TenneT: Yes, but there are costs which are not part of the offshore transmission system. E.g. TenneT does not pay for installing equipment for OWF on the platforms. When installing equipment, OWF might need assistance from TenneT or the assigned firm/constructor who is working there. Those costs are not related to the connection itself. If OWF performs the works itself, costs will also be incurred for access to the platform. Another example is compliancy testing. Compliance testing is the responsibility of the OWF. Costs for compliancy testing are to be paid by OWF. For the model agreements, TenneT can only mention those kinds of such costs to be borne by the OWF, TenneT cannot make a calculation.*

#### Closing remarks TenneT:

TenneT aims to provide the (draft) content of the annexes shortly. Before this content can be provided, technical input is required.

### **3 PLANNING**

Introduction TenneT, see presentation.

TenneT: TenneT would like to know if there are additional moments or milestones that OWF would like to include in the list. The Scenario (only) gives an end date. TenneT is willing to establish a more detailed list if the parties would benefit from a more detailed planning and invites parties to comment on the draft list.

*Q: What is the status of the planning? The last date on the slide is set by the Minister in the Scenario. Is this date variable?*

*TenneT: TenneT has an obligation to comply with the Scenario and will do so, but parties could agree on another date.*

*Q: Will TenneT take on more liability than according to the Scenario?*

*TenneT: No, the legislation will be decisive on liability.*

*Q: Will TenneT deviate from the Scenario?*

*TenneT: No, TenneT will not.*

*Q: Would not achieving any milestones automatically mean that the Scenario date will not be met?*

*TenneT: No, not necessarily.*

*Q: What is the status of the suggested additional milestones? Are they binding? And what is the consequence if TenneT doesn't manage the additional dates? It doesn't sound binding. How about penalties or "deliver or pay"?*

*TenneT: TenneT is willing to agree on additional milestones and its efforts will be aimed at meeting those milestones, but it cannot guarantee that it can make the additional milestones under all circumstances. The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon.*

*Q: What if OWF would like to commission a first string earlier than in the Scenario?*

*TenneT: If the winning OWF has a project scheme which is reasonable and OWF wants to agree on an earlier date which TenneT can facilitate, TenneT sees no barriers in doing so. However, TenneT is not willing to take on any additional liability when agreeing on such earlier date. TenneT is statutory obliged to comply with the Scenario and the date mentioned there. Note that the planning for Borssele Alpha is considered ambitious, though feasible.*

*Q: Having certainty by means of compensation or a penalty would decrease the costs for society, because financiers want to be compensated for the risk they take when there is no certainty about milestones, which costs will increase the total costs of the project and the electricity. All decisions made should be aiming at lowering the total costs. If more liability for TenneT will have that effect, parties should arrange for this. More liability or more compensation will also give TenneT an additional incentive to reach the milestones.*

*TenneT: TenneT understands OWF wants TenneT to take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change the compensation scheme. That is not up to TenneT.*

Closing remarks TenneT: OWF would like compensation for not reaching the pull-in date and for the

commissioning date. TenneT does not see any ground to take on more liability in this context. However, should OWF disagree, OWF might contact the Minister of Economic Affairs with regard to the statutory compensation. TenneT will discuss the topic of milestones and liability internally as well. TenneT can confirm it will not deviate from the outcome of the technical sessions.

#### **4 LIABILITY AND COMPENSATION**

Introduction TenneT, see presentation.

TenneT: A clear distinction is to be made between (i) the statutory compensation scheme (i.e. late delivery and unavailability of the transmission grid) and (ii) liability for damages which are not covered by that scheme (i.e. all other causes; e.g. accidents).

Ad i) Compensation is the compensation as stated in the STROOM proposal. TenneT will not prejudice or affect the compensation as STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways).

Ad 2): Besides that, TenneT formulated a liability clause in the draft agreements that takes into account damages that are not covered by the statutory compensation rules, with limitations and caps. TenneT would like to know what should be included in the liability clause and what can be left out.

*Q: The compensation scheme contains a time window for maintenance. What does article 12.2 GTC mean? Is this another exclusion for maintenance?*

*TenneT: Again, the GTC will not decrease or extend any rights under the statutory compensation scheme. Whether or not maintenance gives cause for compensation is determined through the legislation, not these agreements or the GTC.*

*TenneT understands OWF refers to the planned outages. Usually, planned outages is a topic that parties agree upon. Offshore, parties usually determine a time window for maintenance that works for both parties. TenneT thinks it would be useful to agree on planned outages ('voorziene niet beschikbaarheidsplanning'). The compensation scheme states that there will be compensation for outages that last more than five days, regardless of agreements between the parties. However, TenneT does not know if all the maintenance will always be able to be done within five days.*

*Q: Article 12.2a (in conjunction with article 2) CTA might be confusing, because it could be read as a limitation to the statutory compensation, in case OWF and TenneT agree on a specific period for maintenance. OWF understands that there will be a commitment to decide on the best time for maintenance.*

*TenneT: The latter is correct, 12.2 is not meant as a limitation of the statutory compensation. TenneT will discuss internally the modification or deletion of this paragraph.*

*Q: Can TenneT pass-on liability to its contractors? The risks should be put at the right place; the contractor*

*has influence, not OWF. The costs for society will go down if risks are taken at the right place.*

*TenneT: TenneT will consider the consequences forwarding damages to contractors, should that be possible. However, TenneT wants to avoid that contractual arrangements with contractors would impact the compensation rules and the schemes attached to that, as this may lead to differences between the statutory compensation scheme and contractual arrangements (which is undesirable).*

*Q: From a producers' point of view, in the past there was always a possibility to claim damages on the civil route. TenneT now states that there is only a statutory provision, and TenneT is waiving other rights.*

*TenneT: TenneT doesn't agree. Now, offshore, there is a better scheme than before. OWF cannot have the old (civil) scheme and the new scheme (STROOM) at the same time. Liabilities for TenneT should not be created unlimitedly. Under STROOM, TenneT bears a risk of EUR 10 million, and now OWF wants to increase this level, such increase is not intended.*

*The STROOM compensation deals with situations in which there is no offshore grid available and deals with interruption of transmission. For other situations – such as a situation in which two ships collide – one enters into "normal" civil liability. Article 12 GTC deals with these situations, which are not dealt with under STROOM. TenneT will take a look at the wording to remove uncertainties, especially if article 12 GTC is read as if TenneT wants to limit the statutory compensation scheme. Note: TenneT does not want to limit or extend the statutory compensation scheme.*

*Q: How about article 12.6 GTC? It seems this is only included for the benefit of TenneT.*

*TenneT: This paragraph is mutually applicable to both parties. For example: if OWF1 causes damage, neither TenneT nor OWF2 will be liable. Obviously, if TenneT engages a third party for activities, TenneT will be liable if that third party causes any damage and the same applies if an OWF engages third parties. The same goes for OWF. TenneT could formulate article 12.6 GTC in a different way, to express the latter more explicitly.*

*Q: There is a right for TenneT to claim force majeure if some third party doesn't perform, this is very uncommon.*

*TenneT: TenneT is willing to consider if the definition of force majeure can be improved. Note that such a change might have an impact on all TenneT's contracts, because TenneT uses similar phrases in all of its contracts. Many of these phrases will be familiar, because they are in the onshore CTA and REA. In many occasions TenneT aligned phrases, unless there was reason to deviate because it's offshore. Note that TenneT should act non-discriminatory in providing conditions. TenneT can only deviate from the onshore CTA and REA when there is a reason to do so.*

*Q: Regardless of how one would fill in the definition of force majeure, article 13 GTC leads to termination rights. Why is that? Could TenneT extend the period or take out the termination and suspension rights?*

*TenneT: This has been agreed upon in the onshore CTA. If there is a force majeure, one cannot expect the other party to wait forever before terminating. TenneT understands OWF thinks this is too much of a risk. TenneT will look at this subject again to determine if this termination right is necessary. The reasoning behind the termination right is that if a connection is not in use, TenneT would be able to grant that*



connection to another party.

*Q: If OWF1 is shut down, with consequences for OWF2, does this trigger the compensation scheme?  
TenneT: TenneT will look into this.*

*TenneT: TenneT included mutual caps in the drafts. Does OWF agree? Could OWF give any estimate of which caps should be included? TenneT invites the parties to submit its views. This might also have an impact on the OWF insurance.*

## **5 INSURANCE**

Introduction TenneT, see presentation.

*TenneT: please provide us with input on which insurance is required. What is needed to arrange for throughout the realisation and operational phases? Third party liability is also important.*

*Q: Experience from one OWF is that the agreements contain different levels of liability, depending on which phase of the project one is in. All risks should be insurable. There is a possibility to have a CAR insurance in the construction phase. In the operational phase, one will bear its own risks, and not recover them from another party (knock-for-knock).*

*TenneT: TenneT would like to receive feedback from parties on whether the latter suggestion is preferable. A knock-for-knock approach would also mean including a non-recourse provision.*

*Q: How do articles 7 and 12.4 GTC relate?*

*TenneT: TenneT could change its CAR, but cannot put OWF in a worse position than with the original CAR. TenneT will look at the wording to clarify this.*

## **6 INTERFACE MANAGEMENT**

Introduction TenneT, see presentation.

Closing remarks TenneT: A platform with multiple parties is different than in the past, where there was just a single party operating its own platform. This might have impact on the arrangements parties want to include in the agreements. TenneT may take a coordinating role, using a non-discriminatory approach. There will be a position paper on this topic that includes a proposal on how to deal with interfaces. These findings will be included in the agreements, to the extent necessary. TenneT does not see a necessity to enter into tripartite agreements.

## 7 CABLE CROSSINGS

Introduction TenneT, see presentation.

*Q: It's preferable that OWF doesn't need a crossing agreement after winning the tender. It would be much better if agreements with other parties were made in advance. Could the Ministry of Economic Affairs or TenneT take the first steps already, i.e. talking to parties whose cables need to be crossed?*

*TenneT: For TenneT's cables, this is part of the licensing system, because it is part of the 'Rijkscoördinatie-regeling'. This is different from the OWF case. TenneT cannot have a role for the OWF cables.*

*Q: Would that be different if Economic Affairs asked TenneT to do so?*

*TenneT: Please take this up with RVO and include it in the site decision consultation.*

*TenneT: Cable crossings in the draft agreements refer only to TenneT with OWF, not to third party cables. Is additional wording required?*

*Q: Could parties agree that cable crossing should be at no cost?*

*TenneT: Maybe, depending on the acceptability for parties.*

Closing remarks TenneT: A way forward could be to agree on distance between cables (technical problems), and proximity with third parties. This is part of the technical meeting and TenneT invites the parties to bring forward their views in this respect.

## 8 UNILATERAL AMENDMENTS

Introduction TenneT, see presentation.

TenneT: TenneT does not intend to make amendments light-heartedly, but amendments are based on (i) changes or law (including Codes) or (ii) TenneT's grid operator responsibility. In any event TenneT will act reasonably and non-discriminatory.

*Q: Does this mean that the law goes before the agreement anyhow? There can be consequences which parties have to agree on bilaterally. The agreement must contain an obligation to cooperate.*

*TenneT: Parties can end up in a situation where the TSO has to act, even though that action has not been reflected in legislation or the Codes yet. This is not just as TenneT deems fit, but as the legislation or TenneT's position as a TSO forces TenneT to act. An example: the TSO could be forced to take measures towards a single operating party, even though this is not agreed upon in the agreement.*

*Q: Will there be any form of compensation?*

*TenneT: No, OWF will not be compensated, because it regards a requirement TenneT legally has to fulfil.*

*Q: Can TenneT take measures regarding safety etc., without changing the agreement?*

*TenneT: In the interest of grid management, TenneT could be amending or deviating from the agreement. Sometimes TenneT's statutory tasks require to take different measures than agreed upon.*

*TenneT: If the agreement is contrary to legislation, then legislation prevails. This is already included in the agreements. In addition there may be cases in which TenneT must act if this is necessary from the viewpoint of grid management (compliance, security, etc.), but which are not specifically prescribed in the legislation (the legislation and Codes do not provide for all situations which may arise). It has to be clear to all parties that TenneT, as a TSO, cannot always fully stick to the agreements as TenneT's grid operator responsibilities prevail. TenneT will consider whether (i) the wording could reflect the conditions under which TenneT may amend/deviate from the agreements and (ii) whether we are dealing with deviating from the agreements rather than amending those.*

*Q: Bidders need a fixed design to enter the tenders with. TenneT should not be able to amend the design unilaterally. Suggestion to make two designs: one on which OWF can base its bid, a later one with more details.*

*TenneT: Current practice onshore also foresees in insertion of 'as-built' designs in the CTA which may deviate from the basic design in an earlier stage. TenneT will discuss internally the timing of concluding these agreements and the state of the design at that time.*

## **9 STRUCTURE OF DOCUMENTS**

*Q: Why are there separate documents (REA, CTA, GTC) and not one document?*

*TenneT: The REA deals with the realisation phase and ceases to exist after realisation. Then parties will be bound by the CTA. The GTC are to apply to all winners of the tenders, not just Borssele 1 and 2.*

*Q: The commissioning conditions are not the same in the two documents?*

*TenneT: The REA deals with first commissioning, the CTA contains ongoing obligations. TenneT can clarify this. TenneT will have a look to see whether overlap can be removed (clear distinction between REA and CTA-phase).*

## **10 REA, CTA AND GTC PAGE-BY-PAGE**

Feedback on all questions will be provided in a separate feedback document and will, if applicable, be incorporated in the next draft of the agreements. Find below several general topics:

*Q: When will the Dutch versions of the drafts be available?*

*TenneT: The October versions will be in English as well. TenneT expects the Dutch versions to be published by the end of October or early November. The input of the legal session will have to be incorporated in new drafts before translating.*

*Q: Will there be time to comment on the Dutch versions?*

*TenneT: Yes. The Dutch texts will mirror the texts in the Dutch CTAs/REAs/GTC as well. The final model agreements will be subject to Dutch law.*

*Q: If an OWF wins two plots, will there be two sets of documents?*

*TenneT: Yes, there will be one set of documents per connection or per site, because each of the connections could have specific specifications.*

*Q: When will the CTA be signed? The earlier the better.*

*TenneT: In any event, the model agreements will be available on 1 December 2015. The model agreements will be known to all parties during the subsidy tender. Signing will take place after award of the subsidy tender. TenneT will give its thoughts on the moment of signing during the next legal session, to see if all parties want to sign ASAP and if they want to sign both agreements at the same time (for contractual certainty at an early stage). TenneT can imagine other parties might prefer more flexibility.*

*Q: How does this work onshore?*

*TenneT: Onshore, both agreements are signed at the same time.*

*Q: Will TenneT TSO B.V. sign the agreements?*

*TenneT: Yes.*

*Q: Could TenneT add an annex with all the (general) maintenance?*

*TenneT: TenneT refers to the next technical session.*

*Q: What happens if TenneT does not meet a deadline or in case of non-compliance with the agreements (e.g. if technical requirements platform are not in line with agreed specifications)?*

*TenneT: TenneT will think about including a provision regarding non-compliance ('wanprestatie').*