

General Terms and Conditions for the supply of electricity and gas to small consumers 2017

By whom were these terms and conditions created?

These general terms and conditions are from Energie---Nederland, the association of energy suppliers in the Netherlands. In the Self-Regulation Committee of the Social and Economic Council (SER), the terms were discussed with the Consumers' Association and the Home Owners' Association.

Energy---Netherlands, the Consumers' Association and the Home Owners' Association agree on all the terms and conditions, but there are two exceptions, and they are the article on damages (article 17.4) and the article on the reasons why we are allowed to change the delivery tariffs (article 19.3).

These conditions are there for you and for us

You have entered into a supply agreement for electricity and/or gas with your energy supplier. These terms and conditions belong to that agreement. These terms and conditions outline the rules you and your energy supplier must follow. Adhering to these terms and conditions requires that you know and understand them. Along with these terms and conditions, the terms and conditions for the product for which you have entered into a supply agreement also apply.

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Article 1 What are these terms and conditions for?

- 1.1 These are the terms and conditions of <organization name>. These terms and conditions contain the agreements we have made and to which you and we must abide when you receive electricity and/or gas from us. The conditions apply if:
 - we make you an offer for the supply of electricity and/or gas,
 - you ask us to supply electricity and/or gas,
 - you and we have an agreement with each other.
- 1.2 In addition to these terms and conditions, our quality criteria also apply.
- 1.3 Before we have an agreement with each other, we will inform you of the terms and conditions that apply and how you can learn about them. We will provide you with these terms and conditions and our quality criteria no later than when we confirm the agreement with you. These terms and conditions and quality criteria can also be found on our website.
- 1.4 We are also bound by what is stated in the Electricity and Gas Information Code. It can be found on the website of the Consumer and Market Authority.
- 1.5 We may also make other arrangements with you. Those arrangements apply if:
 - we are allowed to make those arrangements by law or regulation,
 - we may make those arrangements according to these terms and conditions, and
 - we document these agreements in writing or digitally, and you indicate that you agree.Are there situations about which there is nothing in these terms and conditions? Then we will make reasonable arrangements about it for you and us.

Article 2 Our agreement

- 2.1 We have an agreement with each other if:
 - you ask us to supply electricity and/or gas, and we accept your request, or
 - we make you an offer for electricity and/or gas, and you accept our offer. We will record and confirm this agreement with you in writing or digitally.
- 2.2 After we confirm this agreement with you, you may cancel the agreement within fourteen calendar days. You don't have to explain to us why.
- 2.3 During this fourteen-calendar-day period, we will not yet ask your old energy supplier to terminate their contract with you. Also, we will not yet notify the grid operator that you are switching to us. If you want delivery during this period, you must request it from us in writing or digitally. We will terminate the agreement with your old energy supplier directly and notify the grid operator that you are switching to us.
- 2.4 Did you cancel the agreement within fourteen calendar days, and have we already supplied you with electricity and/or gas at your request during this period? Then you must pay us the agreed costs for the supply for the period until you change supplier again - on your own initiative.
- 2.5 In the agreement, we report the date when delivery begins. Should this date not be met, we will inform you promptly.
- 2.6 Are you asking us to supply electricity and/or gas? Normally, we may not refuse you a contract. However, we may examine your payment history. We may also ask you for securities; please read Article 15 of these terms and conditions. We may do both until we start delivering electricity and/or gas. We may decide during this period that we will not offer you another agreement.
- 2.7 We will also not offer you a contract or may terminate the contract during this period in the following situations:
 - you do not give us the information we ask for;
 - you have yet to pay us a bill, and you don't;
 - we have asked you for assurances, but you are not giving them to us;

- you do not comply with the rules of our agreement, these terms and conditions, the law, or other government regulations, which makes it unreasonable for us to supply you with electricity and/or gas.
- 2.8 Are we not offering you an agreement? Or are we terminating the agreement? If so, we will inform you in writing or digitally as soon as possible. In it, we will tell you why we are not offering you an agreement or why we are terminating the agreement.
- 2.9 Are you entering into an agreement with another person? If so, you must both abide by the agreement. If one of you can no longer pay or is no longer required by law to pay, the other must still pay the bill in full.
- 2.10 You may not transfer the rights and obligations of the agreement you have with us to another person. This is only allowed if you get written permission from us. We will then confirm this to you in writing or digitally. We can make new arrangements at that time.
- 2.11 We have the right to transfer the rights and obligations of the agreement we have with you to another energy supplier in two situations. You have given us permission to do so, and our agreements remain in place. If we do, we will notify you in writing or digitally. We may do so in these two situations:
- our company is being taken over by another company;
- we assign the rights and obligations of the agreement we have with you to another company, but we remain responsible for ensuring that the other company fulfils those rights and obligations.
- As mentioned above, our agreements also remain in place in case of a merger or split of our company. In other situations, you can terminate the agreement within thirty calendar days after receiving notice from us without additional costs according to the arrangements we have made.
- 2.12 Our agreement ends if the government revokes our supply license(s). The government has arranged for other parties to take over the supply.
- 2.13 Our agreement will be written in Dutch unless we agree otherwise. Dutch law shall govern this agreement.

Article 3 You have a connection to the electricity grid and/or the gas grid

- 3.1. You can only receive electricity and/or gas from us if you can use a connection to the electricity grid and/or gas grid in your home or other building or object, such as an office or garage box.
- 3.2. That connection requires an agreement with the network operator. This is the connection and transportation agreement. We will inform the grid operator about you for this purpose if necessary. You don't have to do anything. The connection and transportation agreement states that you must pay grid management fees. You pay these charges to us and not to the grid operator. We pay these grid charges to the grid operator.
- 3.3. Is the grid operator terminating the connection and transportation agreement? Then we may terminate the supply of electricity and/or gas. We may then terminate or suspend our agreement.

Article 4 Do you also generate your own electricity?

- 4.1 If you generate your own (sustainable) electricity at your address, for example, with solar panels, we will reduce your purchased electricity by the electricity you supply back.
- 4.2 If you generate more electricity yourself than you used, you will receive the agreed feed-in compensation from us.
- 4.3 If you are generating electricity for the first time, you must also notify your grid operator that you will be generating electricity (you can do this at www.energieleveren.nl).

Article 5 What do we do if we have an agreement with you?

- 5.1 If we have an agreement with you, we want to start supplying you with electricity and/or gas on the agreed start date. To deliver on time, you authorize us to do the following things, among others.
- We terminate your agreement with your old energy supplier.
 - Are you moving? Then we will register you with the network operator for a new connection and transportation agreement at your new address. We terminate for you the existing transportation agreement with your network operator at the old address.
- 5.2 When your consent is required by law and the data is necessary for the provision of electricity and/or gas to you, then
- (a) you authorize us to request the following from your network operator:
- the average amount of electricity and/or gas consumed at the address in recent years and the corresponding meter readings;
 - details of the agreement with your old supplier such as the date the agreement ends, the notice period, and who your old supplier is;
 - data about the type of connection and your meter;
- (b) you give us permission to provide data about your agreement with us to your network operator.

Article 6 What do we do if there is a failure on the electricity grid or gas grid?

- 6.1 The transportation of electricity and/or gas is the responsibility of the network operator. In the event of an outage, we may supply you with less or no electricity and/or gas, and you may be able to feed back less or no electricity. This does not affect the validity and duration of the agreement we have with you.
- 6.2 Did you have damage as a result? Then we are not liable for that and do not pay those damages. You can contact your grid operator for this.

Article 7 What do we do if you do not comply with the terms and conditions?

- 7.1 Are you not complying with the terms and conditions? For example, are you not paying our bill? Or our bill from a previous address?
- Then we may terminate the supply of electricity and/or gas.
 - Then we may impose additional terms and conditions. We may then ask you for securities, for example; read Article 15 of these terms and conditions.
 - And then we may also terminate our agreement.
- If we do this, we will notify you in advance in writing or digitally. We are complying with laws and regulations in doing so. We will only do this if the non-performance of the contract justifies it.
- 7.2 We don't do what is stated above if:
- you use the electricity and gas only for your household, and
 - you and we disagree, and you have asked the Energy Disputes Committee to decide on our disagreement within ten calendar days of rejecting a payment arrangement or an objection about a bill as referred to in Article 13.1.
- 7.3 Have we suspended delivery? We will resume supplying electricity and/or gas if you return to compliance with all terms and conditions. Before the removal of measures taken, we may then set terms and conditions. You must reimburse us for any expenses and damages.
- 7.4 Are you not getting electricity and/or gas supplied by us because you are not complying with the terms and conditions? And have you suffered damages as a result? Then we are not liable for this and will not pay for those damages.

Article 8 What information do we receive from you?

- 8.1 You give us the information we need to supply you with electricity and/or gas and charge you for it.
- 8.2 Has something changed in your situation? Or is something happening that is important to the delivery of electricity and/or gas? If so, please notify us immediately. For example:
- A change of name or e-mail address.
 - You want to get the bill at another address.
 - A change of your account number (IBAN).
 - Your electricity or gas meter is broken, or the seal is broken.
 - You expect to use much more or much less electricity and/or gas in the future.
 - You will generate your own electricity, such as with solar panels. The agreements in Article 4 then also apply.
- We report these changes and events to the network operator if we are required to do so.
- 8.3 Also, what is stated in Article 54 of the Electricity Act and Article 22 of the Gas Act applies. This means the following:
- Are you switching to a new energy supplier? Then you give the meter readings to the new energy supplier.
 - Are you moving? Then you provide us with the meter readings from your old and new addresses.

Article 9 Electricity meter and gas meter

- 9.1 The electricity and gas meters belong to your network operator. We use these meters to determine the supply volume. We can also make other arrangements about this.
- 9.2 The grid operator ensures that the electricity and gas meters measure the amount of electricity and/or gas as stated by law. We therefore assume that the amount of electricity and/or gas measured is correct.
- 9.3 You must not do anything that does not or cannot properly determine how much electricity and/or gas you receive from us.
- 9.4 For the proper performance of the agreement, we may use or further process the electricity and/or gas meter data.
- 9.5 At our request, you will provide us with the readings of your electricity and/or gas meters within the period specified by us.
- 9.6 We use measurement data per quarter-hour, hourly, and per day only when you have given us written or digital permission to do so.
- 9.7 Are we not receiving the data from your electricity and/or gas meters on time? Or if something goes wrong when recording or processing the metering data, we may calculate how much electricity and/or gas you have been supplied. Will we still receive the correct metrics? Then we will look at how much electricity and/or gas you received and charge you for that actual amount.

Article 10 Examination of electricity meter and/or gas meter and/or metering

- 10.1 Do we or you doubt that the electricity and/or gas meter are working properly or that the reading is correct? Then we or you may ask the grid operator to examine the electricity and/or gas meter. We will then inform you about the examination, the examination cost and the new meter if one is needed. For this:
- Do we want to have the meter examined? Then we must pay the examination cost.

- Do you want the meter examined? Then you must pay examination cost to the grid operator in advance. Is the meter not working properly? Then you will get the money back.
- 10.2 If the examination shows that the electricity meter and/or gas meter is not working properly or the reading is incorrect, the grid operator will determine how much electricity and/or gas you have been supplied based on this examination.
 - 10.3 If the electricity and/or gas meter did not work properly for over two years, or the reading was incorrect, we will recalculate for the previous 24 months. We will then charge back from the time you or we expressed doubts to each other about the proper operation of the electricity and/or gas meter or metering.
 - 10.4 If the examination does not reveal clear data that allows us to determine the delivery volume, we may estimate the delivery volume. In estimating, we use, among other things, past measurement data to the extent it is known.
 - 10.5 Have you or someone else committed fraud with the electricity or gas meter? Then we will make a recalculation for the entire period of detected fraud.

Article 11 Supply tariffs for electricity and/or gas

- 11.1 We will confirm the electricity and/or gas delivery rates, including government levies and taxes, agreed with you in writing or digitally in the contract (see also Article 2.1). We will also notify you of the grid management fees.
- 11.2 These delivery rates are always available to you digitally, or you can request them from us.
- 11.3 We calculate the (final) amounts we will charge you using the agreed supply rates and the consumption known to us. Also included in the (final) amount are the grid management costs.

Article 12 You pay for electricity and/or gas

- 12.1 You pay for the electricity and/or gas you receive from us. You also pay us the grid management fees.
- 12.2 We may ask you to pay in instalments. We agree with you when you will pay the instalment amounts. We determine the amount of these instalment amounts. Do you want to pay a different instalment amount? If so, please contact us.
- 12.3 At least once a year, you will receive an annual bill from us showing all the costs you owe us. This annual bill also shows the instalment amounts you had to pay for the delivery period to which the annual bill relates. We will then calculate the amount you will get back or the amount you still have to pay. If you have generated more electricity yourself than you have consumed, we take this into account. You will receive a final bill when you move or terminate the agreement. A balance on an annual or final bill can be used to offset any outstanding debt. The Quality Criteria describes the further terms and conditions we must meet here.
- 12.4 Are you getting an amount back from us, and having to pay us an amount? Then you may only offset this amount against the amount you still receive from us if you have informed us of this in advance in writing or digitally and we have given you express permission to do so. You must still comply with the other terms and conditions stated in the law. Offsetting against instalment amounts yet to be paid by you is not at all possible.
- 12.5 You can only pay us in the ways we make available to you. We offer a wide choice of payment methods. Depending on the method of payment agreed upon, directly related additional fees may be charged, or additional conditions may apply.

- 12.6 We will inform you by what date you must pay us and on what account number (IBAN).
Are you paying late? If so, we will inform you first in writing or digitally that you are in default. You will then have another fourteen calendar days to pay without us charging any additional fees. We will also inform you of the consequences if you do not still pay within these fourteen calendar days. Then you must pay us the ordinary legal interest rate. You must also pay us extrajudicial collection costs. There is a ceiling for this in the law. The amount of charges we charge you for this is on our website. {Do you use electricity and/or gas for anything other than your household? Then we do not need to notify you in writing or digitally first, and you pay the statutory interest and extrajudicial collection costs immediately.¹
- 12.7 If you submit a request for payment arrangements to us in writing or digitally within the fourteen-calendar-day period and you indicate why you want this, we will make a decision. We will explain this decision.
- Did we negotiate a payment plan with you? Then you must comply. Did you not? Then you are going to pay ordinary legal interest and extrajudicial collection costs.
- Did we not agree on a payment plan with you? Then you must simply pay the bill. Did you not? Then you are going to pay ordinary legal interest and extrajudicial collection costs.
- In addition to the payment plan instalments, you must also pay us the other amounts due. You can no longer make payment arrangements for this. Are you not paying? Then the payment arrangement will expire. You are then in default.

Article 13 Do you disagree with an annual or final bill?

- 13.1 Do you disagree with an annual or final bill we send you? Then send us a written or digital objection and state why you disagree with this bill. Did you do so within the payment period? And do you use electricity and/or gas only for your household? Then you do not have to pay this bill yet until we have made a decision.
- 13.2 Did we receive your objection too late, or do you also use electricity and/or gas for something other than your household? Then you simply have to pay this bill.

Article 14 Limitation of claims

- 14.1 If we have a legal claim against you for payment for electricity and/or gas supplied, it will lapse after two years if you use the electricity and/or gas only for your household. If you do not use electricity and/or gas only for your household, then this legal claim will expire after five years.
- 14.2 If we have a legal claim against you for payment of network charges, it will lapse after two years.
- 14.3 Every time we notify you that we are still getting money from you, we have another two years to ensure you pay.
- 14.4 If we have sent you an undercharged bill, the moment we find out, we may still ask you to pay the rest. Even then, we have two or five years, depending on whether or not you use electricity and/or gas for your household, to ensure you pay. That period begins when you should have paid the bill.
- 14.5 If we have a legal claim against you for payment of network charges, we must send you a bill within two years after we are allowed to bring you those charges.

1 To be used when for non-household customers different terms and conditions are used.

If we don't, we are no longer allowed to charge you those grid management fees.

14.6 If you have paid too much energy tax, we can no longer refund it to you after five years.

Article 15 Demanding securities

- 15.1 We may require securities from you, such as a deposit. For example, we may also ask you for a bank guarantee. We may ask this if the examination into your payment record mentioned in Article 2 gives cause to do so or if you have previously been in arrears with us. We then have assurance that you will pay for the electricity and/or gas you receive from us.
- 15.2 We may ask you to pay the deposit in advance. The security deposit is up to the amount you are likely to pay for six months of electricity and/or gas, and the deposit amount is reasonable for your situation.
- 15.3 If we find that the security is no longer needed, we will refund the deposit to you. Did our agreement end? Then we will also refund the deposit to you. You will receive the amount within six weeks after we send you the last bill. Do you need to pay us any amounts at that time? Then we will settle these amounts.
- 15.4 You will receive half the ordinary legal interest rate on the security deposit. You will receive this interest at the time we repay you the amount.

Article 16 What do we do with your personal data?

- 16.1 When applying for or entering into a supply agreement, we ask you for personal information. We record and use this data to execute the agreement.
- 16.2 Do you want to know what personal information we keep about you? Then send us in writing or digitally a copy of your passport or identity card (you make your BSN number and your photo unrecognizable on it). We will then send you a summary of this personal information. You pay us fees for this. You pay a maximum of the amount stated in the Decree on reimbursement of costs for the rights of data subjects under the Personal Data Protection Act.²
- 16.3 Do you want us to change this personal information? Then notify us in writing or digitally why you want it. We will then explain our decision to you in writing or digitally.

Article 17 Do you have a claim?

- 17.1 Are we not honoring the agreement? Are we to blame, or in other words, under the law, are we to blame, and are you directly harmed as a result? Then we will pay for these damages. It does not matter whether it is our responsibility or the responsibility of someone else working for us. In this case, what is stated below also applies.
- 17.2 We will not pay for damage to items used by you for a business or profession, damage due to business interruption, damage due to inability to practice a profession or damage due to loss of profits unless there is intent or gross negligence.
- 17.3 Report this damage to us immediately. In any case, within two months after you sustained these damages. Did you report the damage only after two months? Then we won't pay anything unless you can plausibly show that you could not report this damage earlier.
- 17.4 If we are obliged to compensate for the damage, we will pay at most € 2,000,000 per occurrence, even if the damage is higher. We will then divide this amount proportionally among everyone who also suffered a loss in this event.

² As of 25 May 2018, in accordance with the General Data Protection Regulation, these fees will no longer be charged.

Moreover, if you use electricity and/or gas not only for household purposes, compensation for damages other than personal damages is limited to a maximum of € 1,400.

- 17.5 This liability scheme also applies to third parties we have engaged for the performance of the contract and to persons for whom we or those third parties are liable.
- 17.6 Is there an outage for which the grid operator is responsible? And as a result, if we cannot keep to the agreement, we will not pay those damages. This is stated in Article 6.

Article 18 Do you have a complaint?

- 18.1 Do you have a complaint about us? Or about the amount you pay for grid operator fees? Then send us the complaint in writing or digitally first. Our quality criteria tell you how to do that and how quickly we will handle your complaint.
- 18.2 Do you disagree with how we resolved your complaint? If so, submit your complaint to the Energy Disputes Committee (www.degeschillencommissie.nl). You may also go to court.
- 18.3 Or do you disagree with us not agreeing to a payment arrangement with you on the amount you have to pay, and you do agree with us that you have to pay this amount, and we intend to terminate the supply of electricity and/or gas? Then you can go to the Energy Disputes Committee within ten calendar days.
- 18.4 Are you going to the Energy Disputes Committee? Then you will pay a complaint fee for that. Are you proven right by the Energy Disputes Committee, and the Disputes Committee determines that we must pay this amount to you? Then we will refund you that amount.
- 18.5 If we find it necessary, we may also go to the Energy Disputes Committee or the court. If we choose to go to the Energy Disputes Committee, we will inform you in writing or digitally. In this case, we will ask you if you agree that our disagreement should be reviewed by the Energy Disputes Committee. We will then ask you to submit the complaint to the Energy Disputes Committee. If you disagree or have not responded within five weeks, we may still go to court.
- 18.6 You and we must abide by the Energy Disputes Committee's decision. This is stated in the regulations of the Energy Disputes Committee.
- 18.7 You can also submit your dispute through the European Online Dispute Resolution platform (ODR): <http://ec.europa.eu/consumers/odr/>.

Article 19 May we change these terms and conditions and our delivery rates?

- 19.1 We may change these terms at any time.
- 19.2 Will we change these terms and conditions? If so, we will inform you in writing or digitally at least ten calendar days before the change. We will also notify you that you may terminate our agreement. However, this is subject to certain conditions.
- 19.3 We may agree that we may change delivery rates during the agreement. Reasons include government decisions and developments in the electricity or gas market, including price developments in the wholesale electricity or gas markets, changes related to margin and price and procurement risks, Changes in the cost structure for the product in question and changes in our overall cost structure.
- Other exceptional circumstances can also be a reason to change delivery rates, in which case this reason will be clearly explained to you.
- 19.4 Are we changing delivery rates? Then we will inform you in writing or digitally. We will inform you promptly before we change these rates and notify you that you may terminate our agreement without a fixed end date.

However, this is subject to certain conditions. This provision does not apply to a rate change due to changes in government fees or taxes.

- 19.5 We can also agree not to change delivery rates during the agreement. This does not apply to a rate change due to changes in government fees or taxes.
- 19.6 The grid operator can also change its rates. Their terms and conditions contain the rules for this.

Article 20 What happens if you move?

- 20.1 Are you moving? Please inform us in writing or digitally or call us. Our agreement continues at the new address.
- 20.2 What should you do when you move?
- If so, please inform us of your new address two weeks before you move.
 - Send us written or digital meter readings from your old address within five business days of moving. Put your signature on this as well. If you can, have the new resident sign it as well.
 - Also, send us written or digital meter readings from your new address within five business days after you move. If possible, also with the signature of the previous occupant.
- 20.3 What do we do when you move?
- Then we will inform you in writing or digitally that we are going to terminate delivery for the old address. Your agreement continues for your new home.
 - Do we think you will use much more or much less electricity and/or gas at your new address? Then we may modify the agreement. Do you disagree with these changes? Then you may terminate the agreement within the applicable terms and conditions.
 - We will register you with the network operator for a new connection and transportation agreement at your new address. We cancel for you the existing agreement with your network operator at the old address.
- 20.4 Do you not yet have a connection to the electricity and/or gas grid at your new address? If so, you cannot yet receive electricity and/or gas from us. You will not receive electricity and/or gas from us until your network operator has provided a proper connection.
- 20.5 Do you temporarily have two addresses? Then you will be temporarily supplied with gas and/or electricity at both addresses. That is unless we cannot reasonably be required to continue to supply electricity and/or gas for the old plot on the agreed terms and conditions. If (over time) you want to be supplied with electricity and/or gas only at your new address, you must cancel the contract at your old address. If you do not do so, we will charge you for the cost of delivery to your old address until legally terminated.

Article 21 How long does our agreement last?

- 21.1 You can enter into an agreement with us with a fixed end date or without a fixed end date.
- 21.2 You can terminate our agreement in the same way you entered into the agreement with us: orally, in writing or digitally. You must allow for thirty calendar days' notice. We can also agree with you that the notice period is shorter than thirty calendar days.
- 21.3 Do you have an agreement with a fixed end date and terminate the agreement earlier than the agreed end date? If so, we may charge you a cancellation fee for this. You do not have to pay this termination fee if we have changed the quality criteria without having to from the government.

- 21.4 If you have an agreement without a fixed end date, you can cancel free of charge.
- 21.5 If you have an agreement with a fixed end date and you use electricity and/or gas only for your household, we may make you a new offer at the time our agreement is about to expire. This offer then states the duration of the offered agreement, the conditions under which the offered agreement can be terminated and the applicable rates. We indicate herewith what happens if you do not accept this new agreement.
- 21.6 If your agreement with a fixed end date has reached the end date and you have not entered into a new agreement with us or another supplier, we will convert your agreement to an agreement without a fixed end date with rates appropriate to an agreement without a fixed end date. Article 19 also applies here.

Article 22 What happens if our agreement ends?

- 22.1 Did our agreement end? Then you will no longer receive electricity and/or gas from us. However, we can make other arrangements with you about this.
- 22.2 If you do not have another energy supplier at that time, the network operator must disconnect your connection to the electricity or gas grid and/or interrupt the transportation.

Article 23 From when do these conditions apply?

- 23.1 These terms and conditions are effective as of 1 April 2017. As of that date, the old conditions no longer apply.
- 23.2 These terms and conditions are called: 'General Terms and Conditions for the supply of electricity and gas to small consumers 2017'.
Would you like to have these terms and conditions? If so, ask us in writing or digitally. The terms and conditions are also on our website. You can download and print them if necessary.