

## ANNEX 1: DEFINITIONS, UNITS, ABBREVIATIONS

### DEFINITIONS:

In this Contract and in all documents exchanged by and between the parties relating to its application, the terms listed below will have the meaning which follows; for any term not defined in this Annex or elsewhere in the Contract, the definitions of the legislation applicable to the Contract may serve as reference, subject to the prior agreement by and between the Parties:

#### 1 ANNEX

Annex to this Contract which constitutes an integral part thereof.

#### 2 CUSTOMER

Final Customer or Wholesale Customer, identified as having the capacity of point 1 in the Particular Terms and Conditions of the Contract.

#### 3 FINAL CUSTOMER

Natural or legal person who buys Energy from the Supplier for proper consumption.

#### 4 WHOLESALE CUSTOMER

Natural or legal person who buys Energy from the Supplier to resell it.

#### 5 METERING

Operation to meter the Energy supplied or, where appropriate, allocated, in accordance with the allocation rules approved by the competent regulatory authority.

#### 6 COMMODITY TERM

The Commodity Term defines the price of the power and Energy made available by the Supplier to the Customer. It is composed of a Fixed Term and/or a Proportional Term. The Commodity Term does not include in particular: the Transport Term, the contribution for green certificates (if applicable), the contribution for cogeneration certificates (if applicable), the certification of origin of energy (if applicable), taxes, fees and surcharges.

#### 7 GENERAL TERMS AND CONDITIONS

All the terms and conditions that are stipulated in the document entitled "General Terms and Conditions for the Supply of Energy, Reference 10/03/2017" and published on [www.enovos.eu](http://www.enovos.eu).

#### 8 PARTICULAR TERMS AND CONDITIONS

All the terms and conditions that are stipulated in the document entitled "Particular Terms and Conditions for the Supply of Energy."

#### 9 CONTRACT

This contract for the Supply of Energy, comprising the General Terms and Conditions, the Particular Terms and Conditions and its Annexes.

#### 10 PERSONAL DATA

means any information of a personal nature of the natural person(s) working for the Customer, the Final Customer or the Wholesale Customer, that is being processed by the Data Controller within the framework of the Contract.

#### 11 SERVICE LIFE

The number of hours resulting from the ratio between the total annual consumption and the annual maximum 15-minute power requested by the Customer.

#### 12 ENERGY

The active electric energy and/or the natural gas that is the subject of this Contract.

#### 13 BANKRUPTCY

Any bankruptcy procedure of a collective nature or entailing insolvency, according to the law governing the Contract or similar procedure, including, without being limited to, all collective, supervised management or suspension procedures.

#### 14 FLEXIBILITY

Tolerance regarding the Provisional Quantities fixed in the Particular Terms and Conditions, on the basis of which:

- The Customer undertakes to levy the corresponding Minimum Quantity (Miq), and in the absence of removal to pay,
- The Supplier undertakes to maintain the corresponding Maximum Quantity (MaQ) at the Customer's disposal.

#### 15 FORCE MAJEURE

Any event beyond the control of the Affected party, that is unforeseeable and inevitable, which occurred after the conclusion of the Contract, which prevents the fulfilment of all or part of the obligations arising out of that Contract. Cases of force majeure in connection with this Contract shall, insofar as they prevent the full or partial fulfilment of obligations arising out of this Contract, include, without the need to provide proof of the unforeseeable and inevitable nature:

- Mobilisations, orders by the public authorities, embargoes, state of war, civil unrest, revolution, strikes or lockouts, acts of sabotage and vandalism, damage caused by criminal or terrorist acts and threats of the same nature;
- Any limitations imposed by an authority or legislation, including those referred to in the Technical Regulations; the temporary or permanent impossibility of the System to receive Energy or the impossibility to supply Energy via the System; all limitations arising out of exceptional climatic conditions;
- Any shutdown, albeit temporary or partial, of the technical (transport, distribution, etc.) facilities by the system operator (SO), installation operator of natural gas storage or installation operator of LNG, resulting in particular from explosion, flooding or lack of water, breakage of cables and electric lines, rupture or cracks or gaps in conduits, lack of electric power, loss of pressure, breakage of machinery, operating material accidents or actions by third parties;
- Any limitation, reduction, interruption or failure to route Energy on the infrastructure of the SO, or legally required changes, relocation or removal of electrical installations.
- All limitations, reductions, interruptions or shortages of supplies or any changes in the quality of the Energy supplied to the Customer arising in particular from incidents at the level of generation, processing or transmission facilities for Energy;
- Computer system failure due to a reason other than the age of that system or lack of maintenance;
- Damages caused by accidental, non controllable events, such as natural and human (in particular famine, disaster and epidemic) or nuclear disasters, inevitable atmospheric phenomena owing to their cause and scope (in particular frost, sticky snow, hail, drought, cyclone, earthquake, flooding, etc.).

## 16 SUPPLIER

A natural or legal person who exercises the supply activity, i.e. the sale, including resale, of Energy to the Customer, identified as having that capacity at the beginning of the Contract.

## 17 SYSTEM OPERATOR OR SO

Any Transmission System Operator or Distribution System Operator involved in the transmission or distribution of Energy, depending on the case. The Operator of the System to which the Supply Point is connected, is identified in the Particular Terms and Conditions.

## 18 DISTRIBUTION SYSTEM OPERATOR OR DSO

Any natural or legal person who carries out the distribution and is responsible for the operation, maintenance and, if necessary, development of the distribution system in a given area and, where required, its interconnections with other networks, and guarantees the long-term capacity of the system to meet a reasonable demand of Energy distribution.

## 19 TRANSMISSION SYSTEM OPERATOR OR TSO

Any natural or legal person that carries out the transmission and is responsible for the operation, maintenance and, if necessary, development of the transmission system in a given area and, where required, its interconnections with other networks, and guarantees the long term capacity of the system to meet the reasonable demand of Energy transmission.

## 20 BUSINESS DAY

All days of the week from Monday to Friday, except official holidays at the Supply Point and the Grand Duchy of Luxembourg.

## 21 TRANSMISSION PARAMETERS

Parameters for the transmission or distribution of Energy, depending on the case, as laid down in the Particular Terms and Conditions, with the corresponding values.

## 22 AFFECTED PARTY

Party to the Contract which avails itself of a case of Force Majeure.

## 23 SUPPLY PERIOD

Total Energy supply period as indicated in the Particular Terms and Conditions.

## 24 REFERENCE PERIOD

Sub-period of the Supply Period, for which Provisional Quantities are fixed and, depending on the case, corresponding Maximum Periods and Maximum Quantities, starting for active electric energy on the first day of said sub-period at 00:00 midnight and ending on the last day of said sub-period plus 24 hours and for natural gas on the first day of said sub-period at 06:00 AM and ending on the last day of said sub-period plus 6 hours. The Reference Periods are indicated in the Particular Terms and Conditions.

## 25 SUPPLY POINT

Physical point or, depending on the case, a virtual exchange point, where the Supplier makes Energy available to the Customer. The Supply Point is identified in the Particular Terms and Conditions.

## 26 METERING PROVIDER

System operator or the provider of the Metering Service.

## 27 FIXED PRICE

Proportional Term (P) which is fixed and non-variable, as specified in the Particular Terms and Conditions.

## 28 FLOATING PRICE

Variable Proportional Term (P) which changes with the fluctuations of the indices used in the Indexing Formula provided in the Particular Terms and Conditions, as specified therein.

## 29 SUBSCRIBED POWER

The maximum power that the Customer may have at the Supply Point. The procedures concerning the Subscribed Power are to be settled contractually by and between the Customer and the System Operator.

## 30 QUANTITIES

Any Quantity of Energy, subject of this Contract, expressed in MWh (HCV (if applicable)), particularly the Provisional Quantities, MaQs or MiQs.

## 31 PROVISIONAL QUANTITIES

Quantities of Energy that the Customer plans to offtake, corresponding to the Supply Point, during the supply Period, as fixed in the Particular Terms and Conditions.

## 32 MAXIMUM QUANTITY (MAQ)

In connection with Flexibility, the quantity of Energy that the Supplier has undertaken to make available to the Customer, fixed in the Particular Terms and Conditions.

## 33 MINIMUM QUANTITY (MIQ)

In connection with Flexibility, quantity of Energy that the Customer has undertaken to offtake, and in the absence of offtake, at least pay for in accordance with Article 6.3 of the Particular Terms and Conditions, as fixed therein.

## 34 SYSTEM

Set of works, installations, and constituent elements of the transmission or distribution system, depending on the case, used for the transport or distribution of Energy, depending on the case, managed and operated by the Transmission System Operator or the Distribution System Operator, depending on the case.

## 35 DATA CONTROLLER

means the Supplier who determines the purposes and means of the processing of Personal Data.

## 36 GDPR

means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The terms "Consent", "DPO", "Personal Data", "Processing" and "Data Controller" used in this contract have the same definitions as those given in the GDPR.

## 37 AFFILIATED COMPANY

A company is considered to be affiliated to either Party, when:

- (a) The party in question holds, directly or indirectly, more than half of the capital or voting rights of that company;
- (b) That company holds, directly or indirectly, more than half of the capital or the voting rights of that Party;
- (c) A single entity holds more than half of the capital or the voting rights in that company or that Party respectively.

## 38 SYSTEM TARIFFS

Official tariffs and terms and conditions of the System Operator applicable to the transport or distribution of Energy, depending on the case, on the System during the Supply period.

### **39 PRIME RATE OF THE EUROPEAN CENTRAL BANK**

Prime rate of the main refinancing facility applied by the European Central Bank (ECB) on its most recent refinancing operation carried out before the first calendar day of the six-month period in question ("prime rate") as defined in Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on combating late payment in commercial transactions.

### **40 TAXES**

All taxes, levies, fees, retributions, taxes on Energy, contributions, obligations, expenses and charges, such as in particular;

- The supplements and/or increases of existing supplements imposed or to be imposed by the competent authority, provided there is a relation with (i) the supply, generation, injection, transmission, distribution, connection, offtake, metering and/or consumption of Energy, and/or (ii) the elements entering in the cost price, and/or (iii) the proper Energy, the connection power, availability of power and/or balance responsibility;
- The supplements of tariffs for the use of the System or the connection;
- The value added tax;
- The costs arising out of the legal obligations to submit green, cogeneration or analogous certificates in connection with the development of renewable resources, any and all enhancements concerning CO2 obligations that have to be paid, directly or indirectly, by the Energy Supplier, as well as the costs arising out of the legal environmental obligations.

### **41 TRANSPORT TERM**

Price component for Energy Supply, calculated each calendar month for the Supply Period, unless stipulated to the contrary, with the fixed and variable elements of the System Tariffs in relation to the Energy Supply, and dependent on the Transport Parameters.

### **42 FIXED TERM**

Fixed component of the Commodity Term applied in accordance with the arrangements defined in the Particular Terms and Conditions.

### **43 PROPORTIONAL TERM (PT)**

Proportional component of the Commodity Term, which is a Fixed Price or a Floating Price, applied according to the procedures defined in the Particular Terms and Conditions.

### **44 OVERRUN PROPORTIONAL TERM (P2)**

Proportional component of the Commodity Term, applied according to the arrangements defined in the Particular Terms and Conditions.

### **45 UNDER-CONSUMPTION PROPORTIONAL TERM (P3)**

Proportional component of the Commodity Term, applied according to the arrangements defined in the General Terms and Conditions.

### **46 PROCESSING**

means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### **47 MQ INDEX**

For active electric energy, the MQ INDEX X corresponds to the "Hourly Day-Ahead" BELPEX market price from the BELPEX auctions published on [www.belpex.be](http://www.belpex.be).

For natural gas, the MQ INDEX corresponds to the TTF DAY AHEAD market price. The "TTF Day-Ahead Index (End-of-Working-Day)" is published by ICE on a daily basis at 5:30 PM CET (in €/MWh, 4 decimal places) and is a volume-weighted average price of all orders which are executed on the day preceding the day of delivery. The index implicitly switches between two indexes (one for business days, one for the weekend):

1. The TTF Next-Day Index for next-day delivery on business days. This index is the volume-weighted average price of all TTF Day contracts which are concluded on Monday through Friday for delivery on the next business day. The TTF Day-Ahead Index for Monday is based on the trades concluded on the Friday before.

2. The TTF Weekend Index for delivery on Saturday and Sunday. This index is the volume-weighted average price of all TTF Day and TTF Weekend contracts which are concluded on Friday for delivery on Saturday and/or Sunday.

For each day (d) of the week there is hence one Day-Ahead Index (EOWD, in €/Mwh, 4 decimal places) available for delivery between 6:00 AM CET at day (d) and 06:00 AM CET at day (d+1).

### **48 FLOATING TO FIXED**

Replacement (swap) of the Floating Price by a Fixed Price for the remaining Reference Period and applicable to all or a part of the Quantities.

### **49 FLOATING TO FLOATING**

Replacement (swap) of the Floating Price by another Floating Price for the remaining Reference Periods and applicable to all or a part of the Quantities.

### **50 FIXED TO FLOATING**

Replacement (swap) of the Fixed Price by a Floating Price for the remaining Reference Periods and for all or a part of the Quantities.

### **51 MAXIMAL HOURLY TRANSPORT CAPACITY (CHM)**

Maximal Rate per Hour subscribed by the Customer with the Supplier on a specified date for a specified period, which the Customer undertakes not to exceed and which the Supplier undertakes to keep at the Customer's disposal.

### **52 RATE PER HOUR**

Energy Quantity expressed in Nm<sup>3</sup> taken during one legal hour.

### **53 HIGHER CALORIFIC VALUE (HCV)**

Quantity of heat, expressed in kWh, released by the complete combustion in the dry air of one Nm<sup>3</sup> of gas, under a constant pressure of 1.013,25 mbar, when the combustion products are cooled at the initial temperature of the gas and of the air equal to 25°Celsius, and when all the water formed during the combustion is condensed at the temperature of 25°Celsius.

## **UNITS, ABBREVIATIONS**

**ECB** European Central Bank

**EEX** European Energy Exchange

**kWh** kilowatt hour as defined in ISO 1000 Unit SI.

**MWh** 1000 kWh (1 MWh = 3.6 GJ).

**TTF** Title Transfer Facility, more commonly known under the name of TTF is a place of virtual trade of natural gas in the Netherlands. Set up by Gasunie in 2003, it is similar to other virtual points of natural gas trade such as the National Balancing Point (NBP) in the United Kingdom. The management of this platform of exchange of natural gas is ensured by Gas-Transport Services BV (GTS).