



kenter

**PRODUCT TERMS
AND CONDITIONS
MEASUREMENT AND
INFORMATION SERVICES
KENTER B.V.**

2020

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1 Definitions

In so far as they are not described in Kenter B.V. General Terms and Conditions, the capitalised terms used in these Product Terms and Conditions shall have the following meanings:

General Terms and Conditions

Kenter B.V. General Terms and Conditions, as amended from time to time.

Information Services

Information Services are services, other than Measurement Services, that concern providing access to Measurement Data and/or offering the possibility to view Measurement Data via the Online portals, including but not limited to: Meetdata.nl, Meetdataplus, Email service etc.

Location

The address provided by the Client where Measuring Equipment is or has been placed as instructed by the Client.

Measuring Equipment

All equipment, with the exception of metering transformers, used to measure and/or read the exchanged quantity of electricity, gas or any other quantity.

Measurement Services

All services, other than Information Services, that concern Measuring Equipment, such as the installation and/or maintenance of Measuring Equipment, reading the data stored in the Measuring Equipment of (or made available to) the Client, and the transfer of the measurement data to the Distribution Network Operator and to designated third parties. Measurement Services are in any case understood to mean the legal measurements for which Kenter is a recognised metering company, but also interim measurements.

Measurement data

All measurement data generated by the Measuring Equipment and/or determined by Kenter.

Recognised metering company

A natural or legal person who is responsible for the presence of the mandatory measuring device(s), as well as for the correct and timely determination and transmission of Measurement Data, and who has been recognised for this purpose.

Distribution Network Operator

A firm designated under the Electricity Act 1998 and/or the Gas Act for the operation of one or more networks.

Online portals

The portals through which Kenter provides the Client and/or parties authorised on its behalf insight into

Measurement Data and through which one or more Information Services are made available.

2 Applicability

2.1

In addition to the General Terms and Conditions, these Product Terms and Conditions shall apply to and form an integral part of all Offers and Agreements, including amendments thereto and supplements thereto, relating to relating to the provision of Measurement Services and Information Services by Kenter.

3 Duration and termination

3.1

The duration of the Agreement is stated in the Agreement and may differ with regard to the nature of the services. If no duration has been laid down in the Agreement, a term of five (5) years will apply from the start date. If no start date has been determined, the start date shall be the date on which Kenter has installed the Measuring Equipment.

3.2

After expiry of the term referred to in Article 3.1, the Agreement as referred to in Article 3.1 will be tacitly renewed for an indefinite period of time, unless the Client or Kenter has notified the other party in writing at least six (6) months prior to expiry of the term that no renewal will take place, in which case the Agreement will terminate by operation of law after expiry of the term.

With regard to Measurement Services, the Agreement cannot be terminated or cancelled during the duration of the Agreement, subject to the provisions of article 5.3 of the General Terms and Conditions.

After the renewal for an indefinite period of time, a notice period of six (6) months applies to parties for Measurement Services.

For Information Services, both the Client and Kenter may terminate the Agreement in Writing at any time during its duration, as well as thereafter in the event of renewal for an indefinite period of time, subject to a notice period of one (1) month.

3.3

If, contrary to the provisions of Articles 3.1 and 3.2, Measurement Services and/or Information Services are -actually- terminated, the periodic fees for the remaining term and the disposal fee for the collection of Measuring Equipment as stipulated in Article 3.4 will be immediately due and payable. In the case of an Agreement for an indefinite period of time, the duration of the notice period shall be deemed to be the remaining term. Kenter will charge these costs to the Client by means of an invoice, which the Client must pay immediately.

3.4

Upon termination of the Agreement, Kenter will remove the Measuring Equipment that is the property of Kenter and the Client shall reimburse Kenter for the costs involved.

3.5

If the Client terminates the Measurement Service(s) by Kenter or the Measurement Service(s) are terminated in any other way, the related Information Services shall also terminate.

3.6

In addition to the provisions of Article 5.3 of the General Terms and Conditions, Kenter shall be entitled to terminate the Agreement if the accreditation of Kenter as a Recognised Metering Company expires or is withdrawn. In such a case, the safety net scheme for measurement responsibility as described in Codes & Conditions takes effect.

4 Performance of the Agreement

4.1

If the Measuring Equipment is made available by or on behalf of the Client, Kenter may impose conditions on the Measuring Equipment in connection with the Work to be performed. The Client guarantees that the Measuring Equipment and the measurement meet the requirements set in the laws and regulations and Codes & Conditions.

4.2

Costs for replacing (components or parts of) the Measuring Equipment as well as solving and remedying malfunctions shall be at the expense of the Client in the event that the Client provides the Measuring Equipment.

4.3

In the event that the Client leases the Measuring Equipment from Kenter, the costs referred to in the previous paragraph shall be borne by Kenter, unless the malfunctions for which replacements or remedying is necessary are a result of or caused by the Client's activities.

4.4

If Kenter has to carry out more work than contractually agreed in connection with any necessary (extra) work, Kenter is entitled to do this directly and without an assignment from the Client up to an amount of 200 euros. If the costs are higher, the Client's prior consent or assignment is required.

4.5

The Client hereby grants Kenter the authority to request data from the relevant registers of the Distribution Network Operator in connection with the performance of Measurement Service(s).

5 Measuring Equipment

5.1

In addition to article 7.1 of the General Terms and Conditions, Client is obliged to

- (a) inform Kenter of any damage, defects or irregularities in the Measuring Equipment or its seals as soon as Client has observed this or suspects it;
- (b) protect the Measuring Equipment against any damage and breakage of seals and ensure that the Measuring Equipment is easily accessible, free of obstacles and can be reached without having to use climbing equipment.

5.2

The Client shall refrain from any action that may affect the operation of the Measuring Equipment. The Client is not entitled to make changes to the Measuring Equipment without Kenter's consent or relocate or damage it.

5.3

If the Client leases the Measuring Equipment from Kenter, Kenter shall be entitled to encumber the Measuring Equipment with a personal right or a right in rem. The Client shall provide all cooperation for the establishment of any rights (in rem or otherwise) desired by Kenter. These rights shall be agreed upon in accordance with Kenter's standard terms and conditions, and the costs of establishing them shall be borne by the Client.

5.4

In addition to article 8 of the General Terms and Conditions, the replacement, relocation or deactivation of the Measuring Equipment shall be at the expense of the Client if this is done at the Client's request.

6 Measurement Data

6.1

The Measurement Data will be made available by Kenter for the purposes specified in the Agreement.

6.2

The Measurement Data shall be deemed to be correct, unless an investigation as referred to in article 7.2 and article 7.6 shows that the provisions laid down in or pursuant to the law have not been complied with.

6.3

If for the performance of the Agreement Measurement Data or other data must be requested from or consulted at third parties, the Client shall provide sufficient written authorisation required to make this request.

7 Investigation Measurement Data and Measuring Equipment

7.1

If the Client has any doubts about the correctness of the Measurement Data, the Client shall inform Kenter of this in writing as soon as possible.

7.2

On the basis of the Client's notification as referred to in the previous paragraph, Kenter will investigate the Measurement Data on the basis of the data and information available to Kenter. Kenter shall inform the Client in writing of the results of this investigation.

7.3

If it follows from the investigation referred to in 7.2 that the Measurement Data are incorrect, Kenter shall determine the Measurement Data again on the basis of the regulations referred to in the law and in the Codes & Conditions.

7.4

If the Client or Kenter requires an additional investigation into the Metering Data as a result of the investigation referred to in article 7.2, Kenter shall inform the Client of the investigation possibilities, including the possibility of calibrating the Measuring Equipment. Both Kenter and the Client shall cooperate fully with the investigation. The costs relating to this additional investigation shall be borne by the party requesting this investigation, unless a situation as referred to in Article 7.7 exists, in which case these costs shall be borne by Kenter.

7.5

A calibration of the Measuring Equipment shall only be carried out by an authority certified for this purpose and after agreement by both the Client and Kenter. If Kenter provides the Measuring Equipment, the Client agrees that the calibration will be carried out by Kenter.

7.6

Kenter shall determine the Measurement Data again on the basis of the provisions of Article 7.3 if:

- a) it follows from the investigation report following the calibration of the Measuring Equipment that the deviation of the Measuring Equipment is greater than permitted by the law and Codes & Conditions; or
- b) if it follows from the investigation report following the investigation on the basis of Article 7.4 that the Measurement Data have not been determined correctly.

7.7

In the event that Kenter provides the Measuring Equipment to the Client and a situation as referred to in article 7.6 arises, the costs of the additional investigation shall be borne by Kenter, unless the malfunctioning of the Measuring Equipment is

caused by metering transformers and Kenter can demonstrate that it has complied with the inspection obligation in accordance with the Codes & Conditions.

8 Malfunctions

8.1

Malfunctions of the Measuring Equipment must be reported by the Client to Kenter via Kenter's emergency helpline number within 12 hours of the malfunction being noticed.

9 Online portals

9.1

If the Client has been provided with login details for Online portals, the Client is responsible for the proper use thereof.

9.2

In the event that the Client wishes to give another person access to the Online portals, the Client must give their consent or authorisation in advance, in the manner indicated on the Online portals. This consent can also be extended or withdrawn by the Client in the indicated manner.

9.3

Kenter has the right to block (temporarily or permanently) the Online portals if there are reasonable grounds for Kenter to assume that the Online portals are used in an unlawful way or if the General Terms and Conditions or these Product Terms and Conditions are being violated. Kenter shall inform the Client of this in advance.

9.4

The Client is responsible for the data entered by or on behalf of the client via the Online portals.

9.5

The Client is and shall remain the owner of the (client) data and Measurement Data entered by it and shall make these data available to Kenter in connection with the Measurement Services and Information Services to be performed. Kenter has the right to use Measurement Data in aggregated and anonymised form for analysis purposes, including, but not limited to, optimising Kenter's services, benchmarking purposes and improving energy transition.

10 Privacy

10.1

When processing personal data, Kenter acts in accordance with the Implementing Act - General Data Protection Regulation (GDPR). The privacy statement can be consulted via (www.kenter.nu).

11 Final provisions

11.1

These Product Conditions may be cited as "Product Conditions Measurement and Information Services Kenter B.V. 2020".

11.2

These Product Terms and Conditions are published on www.kenter.nu.
