

## 1. DEFINITIONS

“Agreement” means this contract entitled Electricity Supply Contract signed by or on behalf of the parties together with its schedules and any special conditions, “Connection Agreement” means an agreement in terms of which The Customer has the right for their installation to be and to remain connected to the relevant system upon the terms and conditions of that Agreement; “Maximum Import Capacity” means the maximum amount of electricity expressed in kW or kVA to be supplied to The Customer at the Point of Supply; “Point of Supply” means the point specified in the Connection Agreement or in an application to supply at a specified point as the point where energy may flow between the local Distribution System and The Customer’s installation; “Distribution System” means the system through which electricity is delivered to the Point of Supply; “ECB rate” means the European Central Bank main refinancing interest rate; “Industry Agreements” mean the Company’s Supply Licence, Use of System Agreements, and associated Industry Codes; “Commencement Date” is the date of execution of the Agreement; “Date of Supply Commencement” is the date as indicated on the Agreement or the registration date as advised to The Company by Meter Registration System Operator, as appropriate; “Force Majeure” means any event or circumstance beyond the reasonable control of the affected party including without limitation, act of God, electricity system or generation outages or constraints howsoever caused or any form of industrial disputes but does not include inability to pay; “Security” means cash deposit as required by and subject to the terms set out by the Company and/or any form of guarantee or letter of credit from an entity and in a form acceptable to The Company; “End Date” means the date set out in the Electricity Supply Agreement.

## 2. ENERGISATION

- 2.1 It is a condition of this Agreement that The Customer has a Connection Agreement for the Point of Supply and complies with its conditions.
- 2.2 The characteristics of the supply will be in accordance with the Connection Agreement and the terms of this Agreement.
- 2.3 For the duration of this Agreement, all electricity passing through the Point of Supply will be supplied under this Agreement, notwithstanding the existence of any other supply agreement.

## 3. COMMENCEMENT

This Agreement shall commence on the Commencement Date following receipt of a signed Agreement and any Security required by The Company. Subject to the terms of this Agreement, The Company shall supply electricity to The Customer from the Date of Supply Commencement.

## 4. LIMITATION OF DEMAND

The Customer is not entitled to take electricity through the Point of Supply in excess of the Maximum Import Capacity otherwise The Customer shall pay to The Company any additional costs (including additional Use of System Charges), losses or expenses incurred by The Company in providing the additional electricity.

## 5. METERING AND BILLING

- 5.1 Electricity supplied shall be measured by metering equipment installed and maintained in accordance with the Connection Agreement.
- 5.2 The accounts in respect of the charges payable by The Customer to The Company shall be issued by The Company at regular intervals.
- 5.3 If it is discovered that any meter reading has been inaccurate or omitted or the translation of such readings into charges has been incorrect then the amount of money due from either party shall be paid promptly at the next account.
- 5.4 If for any reason The Company has been unable to obtain meter readings, estimated readings will be used by The Company and the resultant charge will be paid by The Customer subject to any adjustment, which may be necessary, following receipt of actual meter readings.
- 5.5 If electricity is supplied, but all or part of it is not registered by the metering equipment The Customer shall pay a sum representative of the charge which would have been due had the metering equipment registered accurately.

## 6. PAYMENT OF CHARGES

- 6.1 All accounts furnished shall be payable by The Customer as cleared funds in The Company Bank Account on the due date without deduction, withholding or set-off.
- 6.2 If any account is not paid in full by the due date, The Company shall be at liberty to de-energise supply to The Customer and/or to proceed in any lawful manner considered necessary for the recovery of the amount due. Interest shall be charged on the sum due from the due date, on a daily basis, at 3 month euribor plus three percentage points (3%) and shall be payable from the due date until the date payment is received.
- 6.3 Charges are exclusive of Value Added Tax which shall be payable by The Customer at the applicable rate. The Customer shall pay The Company the charges specified in the Agreement. The Company shall be entitled to amend the charges to amounts resulting from taxation changes or the imposition of, or changes in, any levies or regulatory charges including but not limited to capacity margin charges, carbon costs, low power factor charges, transitional levy charges, PSO levy charges and/or emergency generation levy charges, Currency Charges from the single electricity market, market operator charges and imperfections charges.

## 7. TERMINATION

- 7.1 This Agreement can only be terminated by The Customer:
  - 7.1.1 if it is replaced by another contract with The Company; or
  - 7.1.2 any time at or after the End Date of the Agreement where The Customer enters into a supply contract with a third party, subject to 30 days written notice to The Company.
- 7.2 This Agreement can be terminated by The Company at or after the End Date.
- 7.3 This Agreement may also be terminated by The Company at any time if The Customer:
  - 7.3.1 does not pay any valid account for charges; or
  - 7.3.2 Breaches this Agreement or the Connection Agreement and does not forthwith remedy the breach after having received written notice of default; or
  - 7.3.3 has made unauthorised use of electricity or committed theft of electricity; or
  - 7.3.4 is unable to pay their debts within the meaning of Section 214 of the Companies Act 1963 or enters into a scheme or arrangement with their creditors, has a receiver, administrative receiver, manager or examiner appointed or is subject to an order or resolution winding up their activities; or
  - 7.3.5 fails to provide any Security requested by The Company, or following a credit check The Company considers The Company to have an unsatisfactory credit rating or The Customers credit rating is downgraded.
- 7.4 Upon termination of this Agreement, The Customer shall pay to The Company all charges for electricity supplied up to the date of termination.
- 7.5 The Customer shall indemnify and keep indemnified The Company from and against any and all losses, costs, expenses, claims, and proceedings howsoever arising from or in connection with any breach of this Agreement (whether or not The Company terminates the Agreement) or switch by The Customer to another supplier before termination. This Sub-Clause 7.5 shall survive termination of the Agreement.

## 8. DE-ENERGISATION

- 8.1 The Point of Supply may be de-energised in accordance with the Connection Agreement or as a result of an event of Force Majeure.
- 8.2 The Point of Supply may also be de-energised if The Customer:
  - 8.2.1 does not pay any valid account for charges within one calendar month of the due date;
  - 8.2.2 breaches this Agreement or the Connection Agreement and does not remedy the breach in accordance with this Agreement or the Connection Agreement whichever is applicable within a reasonable time after having received written notice of default;
  - 8.2.2 or has made unauthorised use of electricity or committed theft of electricity; or
  - 8.2.3 is unable to pay their debts within the meaning of Section 214 of the Companies Act 1963 or enters into a scheme or arrangement with creditors, has a receiver, administrative receiver, manager or examiner appointed or is subject to an order or resolution winding up their activities.
- 8.3 De-energisation of the Point of Supply under this condition shall be in accordance with the Connection Agreement and will continue until the circumstances giving rise to such de-energisation have been remedied to The Company’s satisfaction. In addition to any requirements set out in the Connection Agreement, re-energisation shall be conditional upon payment by The Customer of any reconnection or de-energisation charges and/or the making of Security as the Company may require, and if such remedy shall not be effected within such time as specified in the notice of default, this Agreement may be terminated by The Company, by notice.
- 8.4 Action taken under these conditions shall be without prejudice to either party’s subsisting rights.

## 9. CUSTOMERS INSTALLATION

The Company accepts no responsibility for the adequacy, safety or other characteristics of The Customers installation.

## 10. CODES AND OTHER LEGAL RULES

Both parties will comply with the relevant provisions of the relevant Transmission, Trading & Settlement, Distribution and other Industry Codes and all statutory instruments, regulations and orders applicable to them.

## 11. LIABILITY

- 11.1 The Company shall not be liable to The Customer for loss of profit, loss of bargain, loss of contract, loss of revenue, cost of capital, indirect, consequential or economic loss or damage whether arising in contract, tort, statute, indemnity or howsoever otherwise.
- 11.2 The maximum aggregate liability of The Company shall not exceed €127,000.
- 11.3 Neither The Company nor The Customer shall be liable for breach of these conditions directly or indirectly caused by Force Majeure.
- 11.4 Nothing shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or The Customer for any sums due to The Company under this Agreement.
- 11.5 Neither party shall be liable to the other for its failure to comply with this Agreement resulting from Force Majeure or an act or omission of a third party to the Trading & Settlement Code, Use of System Agreements, Connection Agreements, Meter Agreements necessary for the provision of the supply of electricity by the Company to the Customer.
- 11.6 The rights and remedies provided by the agreement to the Customer are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by common law or statute in respect of the subject matter of the Agreement, including without limitation any rights the Customer may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, the Customer hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Company, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the Agreement and undertakes not to enforce any of the same except as expressly provided herein.

## 12. MISCELLANEOUS

- 12.1 The Agreement cannot be assigned by a party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 12.2 This Agreement shall be interpreted, construed and governed by the laws of the Republic of Ireland.
- 12.3 Both Parties shall take all reasonable steps (except when otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other party’s business which that party may (by written notice) reasonably designate as confidential.
- 12.4 The Customer Agrees that The Company may carry out credit checks on the Customer and on any of its directors or owners at any time during this Agreement to the extent permitted by law.
- 12.5 The Customer shall notify The Company in writing (or within three days thereafter in any event) of any change of company name or formation of a new company or if the Customer in any way vacates the Premises specified in this Agreement or gives up or shares possession to or with any other another occupier at the Premises and will either provide a meter reading, or arrange with the Company in advance for a special meter reading, for the date on which the change takes place. If the Customer fails to do so, any termination by the Customer under this Agreement shall be of no effect and the Customer shall continue to be liable for outstanding charges for power consumed at the Premises.
- 12.6 If during the term of this Agreement the Point of Supply is registered or is being registered by another supplier for the electricity supply that is to be supplied under this Agreement then. Without prejudice to any other rights and remedies of The Company, either (a) The Customer shall authorise and provide all reasonable assistance to The Company to either, at The Company’s option (i) raise an objection to such registration or (ii) re-register the Point of Supply, or (b) pay The Company a sum calculated as the average monthly amount (as determined by The Company) times the number of months left before the End Date (subject to a maximum of six months).

## 13. VARIATION

- 13.1 Both parties shall effect any amendments necessary to comply with the relevant provisions of the relevant, Distribution Code, Metering Code, Grid Code, Trading & Settlement Code and all statutory instruments, regulations and orders applicable to them and shall effect any amendment required to be made to the Agreement as a result of a change in any of the above.
- 13.2 If there is a material change in the consumption pattern upon which the charges quoted in this agreement are based, The Company reserves the right to amend the charges for the period of the Agreement using the revised consumption pattern. For the purposes of this clause The Company shall decide when a change is material.
- 13.3 If, after the End Date, the Agreement is not terminated in accordance with Clause 7, The Company shall be entitled to vary the charges until such time as the Agreement is terminated in accordance with Clause 7. The Company shall issue accounts at the varied charges in accordance with clause 5 and The Customer shall make payment therefore in accordance with Clause 6.
- 13.4 In the event that any bulk power source used by The Company to supply The Customer is reduced or becomes unavailable as a result of Force Majeure, The Company reserves the right to supply The Customer from an alternative source and in such event The Company shall be entitled to amend the charges so as to recover any additional costs. The Customer shall make payment therefore in accordance with Clause 6.
- 13.5 The Company reserves the right to vary the contract terms and conditions (including without limitation price adjustment) to reflect any change in law, regulation, trading arrangement, industry rules which has a cost impact on the Company.

## 14. SEVERANCE

If any provision of this Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted and the agreement shall remain in full force and effect as if the provision had not originally been contained in this agreement. If any such deletion is required, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory provision in place of the provision deleted unless the deletion defeats the original intention of the parties in which case either party may terminate this agreement