

General Terms and Conditions for the Supply of Energy

These terms and conditions, as amended from time to time (the "**General Terms and Conditions**") are applicable to and deemed incorporated into the Energy Supply Contract between Viridian Energy Supply Limited or Viridian Energy Ltd, as applicable ("**Energia**") and a company, entity or party requesting a supply of Energy (the "**Customer**").

1. DEFINITIONS

"Accrued Charges" means any costs, expenses or liabilities of any kind incurred by Energia as a result of Energia forward purchasing tradeable commodities on behalf of the Customer for any period within the Supply Period.

"Agreement" means the Energy Supply Contract and all its schedules, including these General Terms and Conditions and any Special Conditions.

"Business Day" means any day (other than a Saturday or Sunday) on which banks are open for business in the Republic of Ireland and Northern Ireland.

"Change in Occupancy Date" has the meaning given to it in Clause 13.1.

"Charges" in respect of any billing period the "Rates" set out in the Energy Supply Contract multiplied by (subject to Clause 4.4) the metered quantity of Energy supplied to the Supply Point in respect of such billing period, in each case as may be varied in accordance with the Special Conditions of this Agreement.

"Conditions Precedent" mean the conditions precedent to this Agreement, if any, set out in the Special Conditions.

"Customer's Premises" means the premises at the Supply Address specified in the Energy Supply Contract.

"Energy" means electricity and/or gas, as the circumstances require.

"Expiry Date" means, where a fixed term specified in the Energy Supply Contract, the last day of such fixed term starting on the Supply Period Start Date.

"Force Majeure" means any event or circumstance which would constitute force majeure under any applicable connection agreement, network or grid code.

"Group Company" means a company who is a member of the Viridian group of companies.

"Insolvency Event" means, in respect of the Customer:

- the stopping or suspension of making payments (whether of principal or interest) with respect to all or any of its debts or the announcement of an intention to do so;
- the suspension or cessation of the threatening to suspend or cease to carry on its business;
- the appointment of, or presentation of a petition for the appointment of, a liquidator, provisional liquidator, examiner, administrative receiver or receiver for the whole or any part of its assets;
- the entering into of any reorganisation, moratorium, scheme of arrangement or composition with or for the benefit of creditors generally or any class of its creditors;
- the service on it of a notice of attachment pursuant to Section 1002 of the Taxes Consolidation Act, 1997 (Ireland);
- fulfilling any distress, sequestration, attachment or execution;
- the offering or passing of a resolution to wind it up (other than in the circumstances of a solvent voluntary winding-up as part of a reorganisation or restructuring);
- becoming unable to pay its debts or being deemed to be unable to pay its debts pursuant to section 214 of the Companies Act, 1963 (Ireland); or
- taking or suffering any similar or analogous action to items above in any jurisdiction in consequence of debt.

"Laws" means all applicable laws, legislation, statutory instrument, directive, regulation, requirement, instruction, order, direction or rule or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, and "Law" shall mean any one of them.

"Regulatory Authority" means either or both of the Commission for Energy Regulation and the Northern Ireland Authority for Utility Regulation or any other competent authority.

"Relevant System Operator" means any person who owns or operates the gas or electricity transmission or distribution system or provides metering services in Ireland or Northern Ireland, as applicable, from time to time.

"Security" means the security (if any) required by Energia set out in the Special Conditions.

"Special Conditions" means the special conditions notified by Energia to the Customer which forms part of this Agreement.

"Standing Charge" means the charge specified as such in the Energy Supply Contract, as may be varied in accordance with the Special Conditions of this Agreement.

"Supply Period" means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

"Supply Period Start Date" means the date the Supply Point is confirmed as registered to Energia by the Relevant System Operator.

"Supply Point" means the applicable supply point specified in the Energy Supply Contract.

"Termination Date" means the date on which this Agreement is terminated pursuant to Clause 8.

In the event of inconsistency between these terms and conditions, the Special Conditions and the signed Energy Supply Contract, the following order of precedence shall prevail:

- the Special Conditions; b) the Energy Supply Contract; c) these General Terms and Conditions; provided that nothing take precedence over Clauses 3.1, 3.2 and 20.1 of these General Terms and Conditions.

2. COMMENCEMENT

- This Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date.
- Unless otherwise agreed by the parties, Energia shall supply or procure the supply of Energy to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Energy at the Supply Point and pay for such Energy, in each case on the terms and conditions set out in this Agreement.
- Energia shall not be obliged to supply Energy to the Customer prior to the Supply Period Start Date or the earliest date the Supply Point is confirmed as registered to Energia by the relevant Network Operator. The Customer shall be liable for and shall hold Energia harmless in respect of any and all Energy usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur and whether such failure was the fault of the Customer, Energia, a third party or otherwise.

3. CHARGES

- In consideration of Energia selling Energy to the Customer during the Supply Period, the Customer shall pay Energia the Charges and the Standing Charge.
- Energia shall be entitled to vary the Charges from time to time to reflect any changes in commodity prices or input costs including but not limited to a change in wholesale electricity, commodity fuel cost, financial cost or any other input costs or resulting from any change in Law or as a result of any action by Government or a Regulatory Authority. Energia shall be entitled to vary the Standing Charge from time to time to reflect any change in Law or as a result of any action by the Government, a Regulatory Authority, a Relevant System Operator or otherwise, including but not limited to any changes in third party charges incurred by Energia in connection with the supply of Energy under this Agreement and/or any changed or discontinued rebates. Energia will notify changes to the Charges and/or the Standing Charge as soon as reasonably practicable and, in any event, no later than 28 days after the increase comes into effect. Such changes shall take effect from the date specified by Energia in such notice. All Charges are exclusive of VAT and any other tax, duty or levy imposed in respect of Energy supplied. Invoices will be issued at the end of each billing period. The Customer will not be charged for changing supplier.
- Where a material change occurs in the profile consumption used to calculate the Charges applicable to this Agreement, Energia reserves the right to recalculate the Charges for the duration of this Agreement using the updated profile consumption. Where tradeable commodities have been forward hedged at the Customer's request, any costs arising from the new consumption profile will be included in any Accrued Charges calculation.

4. TERMS OF PAYMENT

- The terms of payment in this Clause 4 and the Security requirements are based on the Customer's current credit worthiness. If Energia considers that the Customer's credit worthiness has changed, or that the Customer has suffered an Insolvency Event, Energia reserves the right to reassess the terms of payment and Security requirements applicable to the Customer. If the parties fail to reach agreement on the reassessed terms of payment or Security requirements within 5 Business Days, Energia may terminate this Agreement forthwith by notice in writing.
- Energia will send the Customer for each billing period an invoice of the Charges and any other amounts due under this Agreement, together with any applicable Value Added Tax (VAT) or replacement or other tax and the Customer will pay such amounts by cleared funds within 14 days of the date of the invoice unless otherwise agreed in the Special Conditions. The Customer shall make such payment by direct debit, unless otherwise agreed between Energia and the Customer. If any payments are refused by the Customer's bank, Energia may charge and the Customer shall pay to Energia a handling fee..
- The Customer shall not deduct or set-off any payments to be made under this Agreement against any amounts due to the Customer for other services provided.
- In the event of accurate data being unavailable to Energia for billing purposes, the Charges for Energy will be based on historical or estimated data. If accurate data subsequently becomes available Energia reserves the right to recalculate the charges using the accurate data. The recalculation is entitled to take place up to 13 months after the month of consumption in accordance with market settlement rules. Energia will not be liable for interest accruing on payments made by the Customer in the event of an overpayment due to a billing error or inaccurate data.
- Energia may charge interest on overdue invoices on a daily basis from the due date until the date of payment at a default rate that is three percentage points per annum above EURIBOR. In addition, if any amount due is not paid by the due date, Energia shall be entitled to draw down the amount due under the Security.

5. METERING

The Customer shall ensure that Energia, the Relevant System Operators and their employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times. Your Energy supply will be measured by metering equipment that will be installed and maintained in line with the relevant connection agreement which sets out the main commercial terms for the connection to the gas or electricity distribution system. The Relevant System Operator's staff, its agents or contractors will read your meter.

6. COMPLIANCE WITH LAWS

Each party must at all times during the term of this Agreement comply with all applicable Laws relevant to the performance of their obligations under this Agreement.

7. LIABILITY AND FORCE MAJEURE

- Neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the parties from any obligation to make payments of money under this Agreement.
- Neither party will be liable to the other for loss of profit or revenue, loss of work, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.
- Notwithstanding this Energia's liability to the Customer shall be limited to £100,000/ €100,000.
- The exclusions and limitation of liability in this Clause 7 shall survive the termination of the Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.
- Nothing in this Clause 7 shall release the Customer from its obligation to the Charges in accordance with Clause 3.

8. TERM AND TERMINATION

- If this Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. Energia shall be entitled to charge the higher of either the existing rates applicable to the expired contract or revised charges with effect from the Expiry Date by notice to the Customer, such notice to be given no later than the date of the invoice in which such charges are first applied (and may be given in the invoice or in a notice accompanying it). If this Agreement continues after the Expiry Date, the parties shall be bound by this Agreement for the duration of any such extended period and repeat any representations and warranties given under this Agreement as at the commencement of any such extended period.
- This Agreement may be terminated:
 - if a fixed term is specified in the Energy Supply Contract, by either party on or at any time after the Expiry Date, by giving no less than 20 Business Days notice in writing to the other party specifying the date of termination;
 - if no fixed term is specified in the Energy Supply Contract, by either party at any time by giving no less than 20 Business Days notice in writing to the other party specifying the date of termination;
 - by Energia forthwith by notice in writing in the circumstances described in Clause 4.1;
 - by Energia forthwith by notice in writing to the Customer if the Customer has made unauthorised use of Energy or committed theft of Energy;
 - by the Customer forthwith by notice in writing within 30 days of the date of notification of a change to these General Terms and Conditions or a change to the Charges or the Standing Charge;
 - by Energia forthwith by notice in writing to the Customer upon the occurrence of an Insolvency Event;
 - by Energia forthwith if the Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date; or
 - in any other circumstance specified in the Special Conditions.
- This Agreement shall be terminated from the date that a Last Resort Supply Direction, given to another Energy supplier, takes effect in relation to the premises supplied under this Agreement.
- Upon termination of the Agreement:
 - closing meter readings will be taken at the Customer's Premises in respect of which this Agreement is being terminated, where a meter reading is not available, estimated readings will be applied;
 - Energia will issue the Customer or the Customer's representatives a final account for any outstanding amount which will include any Accrued Charges;

- The Customer will also pay any costs incurred by Energia as a result of instruction to the Relevant System Operator to de-energise or disconnect supply and in procuring a meter lock or meter disconnect as appropriate to the Customer's Premises and such other costs on termination set out in the Special Conditions; and
- The Customer shall and shall procure that its employees and agents shall permit Energia or its agent to enter the Customer's premises to remove Energia's or its agent's equipment.

- Action taken under this Clause 8 shall be without prejudice to either party's subsisting rights and to any additional rights specified in the Special Conditions.

- The Customer shall not take delivery of Energy while registered as a customer of Energia after the Termination Date. In the event that the Customer takes a supply of Energy while registered as a customer of Energia after the Termination Date, the provisions of this Agreement will survive termination and the Customer shall indemnify Energia against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by Energia in supplying the Customer after the Termination Date.

- All rights and liabilities, which accrued prior to termination and Clauses 4, 7, 8, 9, 10, 12, 13, 14, 15 and 19 will survive termination of this Agreement.

9. DE-ENERGISATION

- The Customer's Premises may be de-energised at the request of Energia without liability to Energia for any loss or damage suffered by the Customer if:
 - the Customer fails to pay any invoice for charges within the timescale outlined in Clause 4;
 - the Customer breaches this Agreement or the relevant connection agreement and does not remedy the breach within a reasonable time after having received written notification of such breach;
 - the Customer has made unauthorised use of Energy or committed theft of Energy;
 - an Insolvency Event occurs in respect of the Customer;
 - the Customer continues to use Energy supplied by Energia at the Customer's Premises after the Termination Date; or
 - if the Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date.

10. REPRESENTATIONS AND WARRANTIES

- The Customer represents and warrants to Energia that:
 - the Customer has full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all its obligations under this Agreement;
 - the execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;
 - at the date of this Agreement and at all times during the term, the information provided by the Customer and set out in the Energy Supply Contract is true and correct in all material particulars; and
 - at the date of this Agreement and at all times throughout the term of this Agreement, there are no facts or circumstances which have not been notified to Energia in writing prior to the date of commencement of this Agreement which would prevent Energia from exercising its rights under Clause 8.

- The Customer hereby indemnifies Energia in relation to any breach of the representations and warranties set out in this Clause 10.

11. DATA PROTECTION

Energia shall not use the Customer's personal information other than for the purposes directly connected with the supply of Energy under the terms of the Agreement without the express authorisation of the Customer unless necessary for reasons of safety or permitted by law..

12. OBLIGATION TO PROVIDE INFORMATION

- The Customer must notify Energia immediately upon:
 - the Customer's credit rating being changed;
 - any of the Customer's representations and warranties ceasing to be true in any material particular; or
 - the occurrence of an Insolvency Event.
- The Customer must provide Energia within 7 days of request (or in the case of emergency such shorter time as Energia may request) such information as Energia may reasonably be required to enable it to comply with applicable Laws and must continue to provide Energia with all such information as soon as is reasonably practicable.

13. CHANGE IN OCCUPANCY

- In the event that the Customer moves its own business operations from the Customer's Premises and is replaced by a new occupant, the Customer shall provide at least 20 days notice in writing to Energia, stating the date and time from which a new occupant will be occupying the Customer's Premises and whether the occupant will require Energy supply from Energia from such date (the "**Change in Occupancy Date**"). The customer must provide Energia with a closing meter reading, if the Customer fails to do so, it shall be responsible for all Energy supplied by Energia and consumed at the Customer's premises until date when a new occupant is registered at the meter point. This is without prejudice to the provision of Clause 8.

- In the event of a new occupant requiring supply of Energy from Energia, the Customer shall procure that such occupant enters into a new contract for the supply of Energy on terms substantially similar to this Agreement prior to the Change in Occupancy Date.

- In the event of a new occupant occupying the Customer's premises and entering into a new contract with Energia for the supply of Energy, the termination provisions of Clause 8 shall apply if the Customer is terminating the contract due to its relocation, closure, change of use or cessation of operations. In the event that the new occupant does not enter into a contract with Energia for the supply of Energy, the Customer shall remain liable for any Energy supplied by the Energia and consumed at the Customer's Premises from the Change in Occupancy Date.

14. DISPUTE RESOLUTION

In the event of any dispute or difference of whatever nature in connection with this Agreement the parties will use reasonable endeavours to resolve the matters in dispute in good faith by mutual discussion. If the dispute has not been resolved by such mutual discussions within 15 days, the dispute may be referred to the Consumer Council for Northern Ireland or the Commission for Energy Regulation. Save in respect of a dispute regarding termination of this Agreement, performance of the Agreement by both parties will continue during the dispute resolution process.

15. CONFIDENTIALITY

- This Agreement and all information provided in connection with this Agreement shall be treated as confidential and shall not be disclosed without the prior written consent of the other party, save that consent shall not be required for disclosure:
- to directors, employees, consultants, professional advisors or affiliates of either party, provided that they in turn are required by that party to treat the information disclosed as confidential;
 - to any financial institution in relation to the financing of either party's business activities, provided that the financial institution is required by that party to treat the information disclosed as confidential;
 - to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange;
 - to the extent necessary to enable Energia to perform its obligations and supply or procure the supply of Energy under this Agreement; or
 - to any intending assignee of the rights and interests of either party or any potential purchaser of either party, provided that such intending assignee is required by that party to treat the information disclosed as confidential.

16. CUSTOMER ORDER FORM / CODE OF PRACTICE

Energia has created a customer charter and the following codes of practice, copies of which are available on request (1) Complaints- Handling procedure (2) De-energisation (3) Marketing / Selling (4) Billing and Payment.

17. NOTICES

- Energia and/or agents acting on behalf of Energia may wish to contact you by email, text message, post, telephone or in person with information about products and service (relating to Energy or other products and services including those offered by third parties) which may be of interest to you. If you do not wish to contacted please exercise your right to opt-out. This can be exercising by writing to us at the address in 17.3

- All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:

- In the case of Energia:
- For Northern Ireland Customers: Energia, Energia House, 62 Newforge Lane, Belfast, BT9 5NF, Attention: Sales Director, Telephone:+44 (0)28 9090630, Facsimile:+44 (0)28 9069209, Email: notice@energia.ie
- For Republic of Ireland Customers: Energia, Millhouse, Ashton Gate, Navan Rd, Dublin 15. Attention: Sales Director, Telephone:+353(0)1 8692000, Facsimile:+353(0)18692050, Email: notice@energia.ie

- In the case of the Customer, to the Address for service of Notices specified in the Energy Supply Contract, marked for the attention of the Customer's representative as specified in the Energy Supply Contract.

A party may change its address for service at any time by notice in writing to the other parties. Notices will be deemed served or delivered to the addressee or its office:

- if delivered by hand, upon the date of delivery;
- if delivered by pre-paid ordinary post within the jurisdiction in which the Customer resides or is registered, 2 Business Days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which the Customer resides or is registered, 5 Business Days after sending;
- if delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or
- if delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

18. RENEWABLE SOURCE DECLARATION (Applicable to Northern Ireland Electricity Customers only)

During this Agreement, we will supply no more renewable source electricity than we acquire or generate. In Northern Ireland, renewable source electricity means electricity from non - fossil and renewable sources of generation that comply with Section 19(2) of Schedule 6 of the Finance Act 2000 (NI) and paragraph 47(2) of the Climate Change Levy Regulations, SI 2001 No838(NI). This means, to the extent that the Customer has contracted with Energia for the supply of renewable source electricity, that the Customer does not have to pay climate change levy on such electricity.

19. GAS SUPPLY (Applicable to Gas Customers only)

- In consideration, and as a condition, of being connected to the relevant gas distribution system in order to receive a gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Customer agrees to be bound by the terms and conditions under which a connection to the relevant gas distribution system is provided and operated. In Ireland, these terms and conditions, called the "Gaslink, BGN Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gaslink.ie and www.bgn.ie/networks or by contacting BGN at 1850 20 06 04 and are entered into between you and BGN, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.

- The Customer agrees, acknowledges and confirms that:

- all equipment and installations up to and including the gas meter belong to the Relevant System Operator and must be kept at the Customer's Premises and used in line with Relevant System Operator's instructions;
 - pipework from the meter into the Customer's Premises and the Customer's appliances connecting to it are the Customer's responsibility. The Relevant System Operator does not accept any responsibility for maintaining these; and
 - the Customer must allow the Relevant System Operator's authorised personnel, agents or contractors to enter the Customer's Premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the meter or meters, and for all other purposes in connection with providing gas. Such entry is to be permitted at all reasonable times and at any time in an emergency.
- Any meter supplied to you shall remain the property of the Relevant System Operator and may be removed or disconnected by the Relevant System Operator in the following circumstances:
 - under instruction of Energia;
 - for safety; suspected interference reasons; or
 - there is no active gas supplier at your premises.

- You agree that we may give your information to the Relevant System Operator for the purposes of connecting you to, and operating, the relevant distribution system and for the purposes of any agreement in relation to connection to the relevant distribution system, including the "Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points".

20. MISCELLANEOUS

- These General Terms and Conditions are subject to change from time to time, whether to reflect any new Energy market arrangements or Laws, directions of Regulatory Authorities or otherwise. Energia may provide you with revised General Terms and Conditions or notify you on your bill, by email, by letter or by way of public advertisement that revised General Terms and Conditions are applicable. The General Terms and Conditions applicable from time to time are available at www.energia.ie or will be provided on request. In any case, the revised General Terms and Conditions will be deemed incorporated into this Agreement from the later of the date of notification to you or the date that the revised General Terms and Conditions are specified to come into effect.
- Energia may assign the benefit of this Agreement or any part of it. The Customer may assign the Agreement only with written consent of Energia, which consent shall not be unreasonably withheld.
- This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not entered into this Agreement on the basis of any representation or warranty other than those set out herein.
- Any waiver under this Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.
- If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severed and the remainder of this Agreement will remain in full force and effect. If any provision of this Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this Agreement will be amended by agreement between the parties, or failing such agreement, as determined by Energia acting in good faith, in such a way as to give effect to the commercial intent of the parties as set out in this Agreement.
- The laws of Ireland will govern this Agreement and the parties accept the non-exclusive jurisdiction of the courts of Ireland.