These terms and conditions, as amended from time to time (the “General Terms and Conditions”) together with Part A: Customer Registration Form (constitute the Energy Supply Contract between Viridis Energy Supply Limited or its successors in title, as applicable ("Energia") and a company, entity or party requesting a supply of Energy (the "Customer").

1. DEFINITIONS

2. COMMENCEMENT

3. CHARGES

4. TERMS OF PAYMENT

5. METERING

6. COMPLIANCE WITH LAWS

7. LIABILITY AND FORCE MAJEURE

8. TERM AND TERMINATION

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ENERGY SUPPLY CONTRACT: NON-HOUSEHOLD CUSTOMERS

General Terms and Conditions for the Supply of Energy www.energia.ie

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than 20 Business Days’ notice in writing to the other party specifying the date of termination; or (b) If this Agreement has no Fixed Term, by either party at any time by giving no less than 20 Business Days’ notice in writing to the other party; or (c) By Energia forthwith by notice in writing to the Customer if the Customer fails to pay any invoice within the period specified in the due date when such invoices are payable and such invoices have not been paid within 7 Business Days after the date on which the Customer is notified by Energia that payment has not been received; or (d) by Energia forthwith by notice in writing to the Customer if the Customer should make a declaration in bankruptcy or make a composition or arrangement with its creditors; or (e) by Energia forthwith by notice in writing to the Customer if the Customer should cease to have a 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 thereunder; or (f) by Energia forthwith by notice in writing to the Customer upon the occurrence of an Insolvency Event; or (g) By Energia forthwith by notice in writing to the Customer if the Conditions Precedent are not satisfied or Security is not provided by the Supplier in accordance with the date set out in the Conditions Precedent and the date set out in Clauses 4.3, 4.4, 4.5 or (h) If Energia is not satisfied with the Customer’s credit rating pursuant to Clause 3.4; or (i) By Energia forthwith by notice in writing to any other party’s sub-letting rights and to any additional rights specified in the Special Conditions.

(8.9) 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 delivery of Energy while registered as a customer of Energia after the Termination Date, Energia will issue the Relevant System Operator with a request to disconnect the Customer’s Premises, and the Customer will pay any costs incurred by Energia as a result of such request. The Customer's Premises shall such other costs on termination set out in the Special Conditions; and the Customer will pay any remaining balance of the outstanding invoice or liability to the account registered at the new Customer Premises.

(8.10) In the event that Energia disconnects the Customer’s Premises, Energia will issue a further invoice to the Customer for the Customer’s details. If any of the Customer’s details are inaccurate please notify Energia immediately as Energia may request to enter the Customer’s Premises to remove Energy or its equipment.

(8.11) Energia has created a customer charter and the following codes of practice for Non-Household Customers, copies of which can be found at www.nie.co.uk.

(17.3) to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange; and (d) If delivered by electronic mail, at the time that the sender’s computer generates a message stating that the message has been delivered to the email address of the other party.

(19.2) All notices and communications concerning this Agreement will be in writing, in the English language and in accordance with Law. Energia may retain Customer Information for a reasonable period after the termination of this Agreement to enable it to perform its obligations and supply or procure the supply of Energy under this Agreement; this information may therefore be transferred out of the European Economic Area.

(21.2) The Customer agrees, acknowledges and confirms that: (a) Code of Conduct for Marketing and Sign-Up; (b) Code of Practice for Complaint Handling.

(22.3) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings in connection with the supply of Energy. The Customer agrees that by entering into this Agreement, the Customer is subject to the terms and conditions of the relevant Gas Distribution System Operator, the Standard Connection Terms and Conditions, the terms and conditions of the relevant Gas Supplier and the terms and conditions of the relevant Gas Distributor. (a) In connection with the supply of Energy under this Agreement and the pulses of the Customer’s Premises supplied therein.

(22.4) 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, or as a continuing waiver, or as a modification of the terms and conditions of this Agreement, or as an indication that further or other acts in similar circumstances will not be treated as a waiver.

(22.5) If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severable and such a declaration or determination will not affect the enforceability of the remaining provisions of this Agreement.