



CONNECTION CONTRACT

!! FOR INFORMATION PURPOSES ONLY !!

Contract reference: [•]

Between:

[•], a company established under Belgian law, whose registered offices are located at [•], company registration number [•],

validly represented by [•] and [•], in the capacity of [•] and [•],

Referred to hereinafter as the “**Grid User**”

And:

Elia Transmission Belgium, a public limited company established under Belgian law, whose registered offices are located at Keizerslaan 20, 1000 Brussels, Belgium, listed in the Register of Legal Entities (Brussels) under 0731.852.231,

validly represented by [•][•], in the capacity of Customer Relations Manager, and by [•][•], in the capacity of Chief Officer Customers, Market & System,

Referred to hereinafter as “**Elia**”;

Elia and/or the Grid User may also each be referred to as the “**Party**” or jointly as the “**Parties**”.



Whereas:

- Elia holds the property rights to, or at least the rights to use or operate, the largest portion of the Belgian high voltage and very high voltage electricity grid.
- Elia has been designated as the grid operator at federal and regional level.
- In accordance with the applicable laws and regulations, the Parties wish to lay down their contractual rights and obligations in relation to the Connection to the Elia Grid in this Contract.

It is agreed as follows:

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PART I : GENERAL CONDITIONS

Article 1: Definitions and interpretation

1.1 Definitions

Unless specified further with a view to the application for the purposes of the Contract, without however ignoring the provisions of Public Order, the terms defined in the Electricity Law, the Regional Electricity Acts and/or Ordinances in relation to the organisation of the electricity market and/or the various applicable Grid Codes (as defined hereunder) are also understood in the sense of those legal or regulatory definitions.

Consequently, the following definitions apply for the purposes of the Contract:

“Access Contract”: The Contract between Elia and the Grid User, stipulating the terms and conditions relating to the granting of Access to the Elia Grid.

“Access Point”: An Injection and/or Off-take Point; the Access Point is determined in Appendix 1;

“Apparent Power”: the value equal to $3 U I$ whereby U en I are the effective values of the fundamental components of the voltage and the current;

“Appendix”: an Appendix to this Contract;

“Balance Responsible Party”: Any natural or legal person listed in the register of balance responsible parties in accordance with the Grid Code Transmission; sometimes also referred to in the Grid Codes for Distribution, Local and Regional Transmission as an ‘access responsible party’.

“Black-out”: a total or partial breakdown of the synchronously operated electrical system;

“CDS”: Closed distribution system within the meaning of Article 2(2, 5) of the European Network Code on Demand Connection;

“CDS Operator”: A natural or legal person serving as operator of the CDS and who has signed **Appendix 14** of the Elia Access Contract;

“Commissioning of a Generation Unit”: The issue date of the “Final Operational Notification” (FON) by the transmission system operator (or, if applicable, by the system operator concerned), as defined in the European RfG Network Code;



“Connection Request”: Any request for a new Connection, modification of an existing Connection (both major and minor modifications) or modification of the Power Supplied;

“Contract”: The present Connection Contract;

“Contract of Balance Responsible Party”: the contract between Elia and the Balance Responsible Party in accordance with Part 5, Book 5, Title 3 of the Grid Code Transmission or the corresponding provisions in the other applicable Grid Codes;

“Connection”: all Connection Facilities that encompass at least the first Connection Bay of the Elia Grid;

“Connection Bay”: all the components of a Connection Facility that guarantee especially the following functions:

- to provide energy to the Facilities of the Grid User from the Elia Grid;
- to disconnect and/or connect the facilities;
- the physical separation of these Facilities from the Elia Grid;

“Connection Capacity for Off-take (MVA)”: The maximum Apparent Power for Off-take, expressed in megavolt ampere (MVA), directly linked to a specific Connection Request. The Relevant Connection Capacity for Off-take is set out in **Appendix 8**;

“Connection Contract”: the contract between a Grid User and Elia determining the mutual rights and obligations with regard to a certain Connection, including the relevant technical specifications, hereinafter referred to as the **“Contract”**;

“Connection Facility”: all equipment that is necessary to connect the Facility of the Grid User to the Elia Grid;

“Connection Point”: the physical location and the voltage level of the point where the Connection is connected with the Elia Grid and that separates the Facilities of which the disconnection has only consequences for the Grid user connected to that point;

“Connection Tariff”: the tariffs approved by the CREG for a regulatory period with regard to the Connection to the Elia Grid, as determined in accordance with the Royal Decree on the Tariff structure, or, in case the CREG has decided to refuse the tariff proposal with budget or the adapted tariff proposal with budget, the provisional tariffs that are in force until all legal remedies of Elia or the CREG have been exhausted or until an agreement has been reached with regard to the points of discussion between the CREG and Elia;

“CREG”: Commission for the Regulation of Electricity and Gas;

“Day”: a calendar day;

“Direct Damage”: the damage that is a direct and immediate result of the fault of one of the Parties, as well as possible customers and/or producers connected to the Facilities of the Grid User, caused to part of the assets of:

- the other Party and/or
- if applicable, the other customers and/or producers that are connected to the Facilities of the Grid User, that are known to Elia and that have filed a claim against the Grid User for their Direct Material Damage,

with exclusion of indirect damage, such as damage resulting from special obligations from one of the Parties towards third parties (damages clause, flat-rate penalty, “take or pay” clauses,...);

“Electricity Law”: the Law of the 29th of April 1999 concerning the organisation of the electricity market, as amended from time to time.

“Elia Grid”: The electricity grid to which Elia holds the property right or at least that of using and operating it, and for which Elia has been designated as the transmission system operator.

“European DCC Network Code”: Commission Regulation (EU) 2016/1388 of 17 August 2016 establishing a Network Code on Demand Connection;

“European RfG Network Code”: Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;

“Facility”: every Connection Facility, Facility of the Grid User or direct line;

“Facility of the Grid User”: all equipment owned or used by the Grid User that is connected via a Connection to the Elia Grid.

“GCEF”: the General Code for Electrical Facilities established by the Royal Decree of 8 September 2019 establishing Book 1 on low- and very-low-voltage electrical facilities, Book 2 on high-voltage electrical facilities and Book 3 on facilities used for the transmission and distribution of electrical energy, as amended from time to time;

“Generation Unit”: A synchronous generation unit or non-synchronous group of generators, as defined in Article 2 of the European RfG Network Code;



“**GLPC**”: the General Labour Protection Code, taking into account its integration into the Code on Well-Being at Work;

“**Grid Codes**”: The Grid Code Transmission and the Grid Codes for Distribution, Local and Regional Transmission.

“**Grid Codes for Distribution, Local and Regional Transmission**”: The grid code for regional transmission of electricity in the Brussels-Capital Region, the grid code for the management of the local grid for electricity transmission and access in the Walloon Region and the grid code for distribution of electricity in the Flemish Region, as amended from time to time.

“**Grid Code Transmission**”: The Royal Decree of 22 April 2019, as amended from time to time, concerning the grid code for operation of the electricity transmission grid and access thereto.

“**Grid User**”: Any natural or legal person connected to the Elia Grid as a supplier or Consumer pursuant to this Contract;

“**Injection**”: The injection of energy into the Elia Grid;

“**Injection point**”: The physical location and voltage level of each point where the power in the Elia Grid is injected and for which access to the Elia Grid is granted to the access holder in accordance with the terms of the Contract.

“**Intangible Direct Damage**”: the Direct Damage that is intangible, meaning that there is a negative effect on the intangible components of the property of a Party, such as loss of profit, loss of income, loss of software applications and files, loss of use, loss of goodwill or interruption of the activities;

“**Islanding**”: a situation where a Generation Unit, after a sudden disconnection from the Elia Grid, can remain self-sufficient as regards the supply to a part or all of its own electrical system and whereby at least the emergency services of the Generation Units concerned shall be supplied, so that they can be available for the restoration of the Elia Grid;

“**Law of the 2nd of August 2002**”: The law of the 2nd of August 2002 on payment delays in the payment of commercial transactions, as amended from time to time.

“**Material Direct Damage**”: the Direct Damage that is material, meaning that there is a negative effect on the physical tangible characteristics of a property;

“**Off-take**”: the off-take of power from the Grid;



“Off-take Point”: the physical location and the voltage level of each point serving for the off-take of power from the Elia Grid and for which the access holder is provided with access to the Elia Grid in accordance with the Access Contract;

“Operation of a Generation Unit”: Operation of a Generation Unit from the Commissioning date until the date of the Unit’s permanent decommissioning, as described in Article 4bis of the Electricity Act;

“Owner”: the Party having the property rights or, in case a third party with whom this Party has a contractual relationship disposes of these property rights, having the right to use with regard to the Connection Facilities or the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid. “Owner”, as a definition in the framework of this Contract, aims only to provide this Party, in its relationship with the other Party, a capacity with a number of rights and obligations, as defined in this Contract, and does not harm the legitimate rights of third parties;

“Parties”: Elia and the Grid User, whereby each is referred to individually as a “Party”;

“Point of Interface”: The physical location and the voltage level of the point where the Facilities of the Grid User are connected with the Connection. This point is located on the site of the Grid User and in any case after the first Connection Bay from the Elia Grid on the side of the Grid User;

“Power Supplied”: The Apparent Power for Injection and/or Off-take, expressed in megavolt ampere (MVA). Specific to an Access Point as per **Appendix 1** and entitles the Grid User to take power from and/or inject power into the transmission system up to the level of this Power Supplied;

“Regional Electricity Acts and/or Ordinances”: The Act of the Flemish Community of the 17th of July 2000 concerning the organisation of the electricity market, the Act of the Walloon Region of the 12th of April 2001 concerning the organisation of the regional electricity market and the Brussels Ordinance of the 19th of July 2001 concerning the organisation of the electricity market in the Brussels Capital Region, as amended from time to time.

“Relevant Connection Capacity”: The maximum Apparent Power for Injection and/or Off-take, expressed in megavolt ampere (MVA), directly linked to a specific Connection Request. The Relevant Connection Capacity is set out in **Appendix 8** for both Injection and Off-take;

“Relevant Connection Capacity for Injection”: The maximum Apparent Power for Injection, expressed in megavolt ampere (MVA), directly linked to a specific Connection Request. The Relevant Connection Capacity for Injection is set out in **Appendix 8**;

“Royal Decree on Tariff Structure”: The Royal Decree of the 8th of June 2007 concerning the rules with regard to the determination and control of the total income and profit margin, the general tariff structure, the balance of costs and revenue, and the basic principles and procedures regarding the proposal and approval of the tariffs, of the reporting and cost management by the operator of the national transmission grid, as amended from time to time.

“Working Days”: the working days of Elia in year N, as determined and communicated to the Grid User in year N-1.

1.2 Supplementary rules of interpretation

The titles and headings in the Contract are only included for ease of reference and in no way express the intention of the Parties. They shall not be taken into consideration when interpreting the provisions of the Contract.

The Appendices to the Contract form an integral part of the Contract. Any reference to the Contract includes the Appendices, and vice-versa. If there is a conflict of interpretation between an Appendix to this Contract and one or more provisions in this Contract, the provisions in the Contract shall take precedence.

The realisation of a specific obligation or provision included in the Contract shall in no way be considered as a departure from the obligations or provisions that must apply to the relevant situation in accordance with the Grid Codes and, where applicable, the functioning rules of the capacity remuneration mechanism pursuant to Article 7undecies, § 12 of the Electricity Act.

Article 2: Subject matter of the Contract

This Contract governs the Connection to the Elia Grid, and the Facilities of the Grid User that may influence the security, reliability and/or efficiency of the Elia Grid, describes the metering equipment, and determines the Power Supplied and the property rights as well as the rights of use of the Parties.

This Contract also determines the mutual rights and obligations of the Parties with regard to, on the one hand, the management of the Connection Facility(ies) and, on the other hand, the establishment and substantial modification of the Connection Facilities being the property of Elia.



As far as necessary, the Parties recognize that this Contract as well as their mutual rights and obligations with regard to the Connection to the Elia Grid are fully subject to the applicable laws and regulations, especially the Grid Codes, the GCEF, the GLPC and the Royal Decree on Tariff Structure.

Each Party is aware of the mutual coherence that exists between this Contract, the Balance Responsible Party Contract and the Access Contract that are between them a necessary adjunct for the safety, reliability and efficiency of the Elia Grid and which are consequently essential to the execution of the contractual relationship.

The Parties will ensure that their contractual relationships with each other are always based on the existence and proper execution of the necessary contractual agreements with the relevant parties who have concluded an Access Contract and/or a Balance Responsible Party Contract with Elia.

Article 3: Solvency

The Grid User's financial solvency during the performance of the Contract is an essential element of the Contract concluded with Elia and of the commitments entered into by Elia.

Throughout the duration of the Contract the Grid User must, at the first justified request of Elia, provide proof to Elia of its financial solvency inter alia by way of recent financial statements.

Article 4: Invoicing- and payment terms

4.1 Payments

With regard to the Connection to the Elia Grid as determined in this Contract, the Grid User will make the payments for the Connection in accordance with article 13 of this Contract.

4.2 Invoices

Invoices will be sent to the invoice address of the Grid User specified in Appendix 7 of the Contract.

As far as the periodical payments related to the Connection to the Elia Grid are concerned, Elia will send to the Grid User invoices at the beginning of each trimester for the then current trimester.

Simultaneously to the sending of the invoice via regular mail, the Grid User will be informed via electronic mail of the sending of this invoice and its availability in an electronic database where a copy of the invoice can be consulted by the Grid User.



4.3 Payment deadlines

Invoices must be paid net without discount by the Grid User to Elia within 30 days following their receipt, which is considered to have taken place 3 Days after the date on which they were sent.

If payment is not received within 33 Days of the invoice being sent, Elia shall have the right to charge interest *ipso jure* and without giving notice of default in accordance with Article 5 of the Law of the 2nd of August 2002. The interest shall be due from the 34th day after the date on which the invoice was sent, up to the date when it is paid in full. The sending of reminders or formal notices does not affect the payment deadline as determined in this article.

Moreover, if payment is not received within 33 Days of the invoice being sent, Elia shall be entitled to compensation as provided by Article 6 of the Law of the 2nd of August 2002, without prejudice to its right to compensation for legal costs in accordance with the Judicial Code. The provisions listed above do not prejudice Elia's other rights in accordance with applicable laws and regulations as well as the provisions of the Contract.

4.4 Objections

Every objection concerning an invoice of the periodical payments must, in order to be admissible, be sent by the Grid User to Elia as soon as possible via registered mail and before the 15th Day following the last of the following two moments: the end of the trimester to which the invoice corresponds or the date after the receipt of the invoice. The Grid User shall describe the reasons for its objection as comprehensibly and in as much detail as is reasonably possible.

Every objection concerning an invoice for the non-periodic payments must, in order to be admissible, be formulated by the Grid User within 30 Days after the receipt of the invoice.

An objection in no way releases the Grid User from its obligation to pay the invoice in accordance with the provisions of Article 4.3 of the Contract, unless the objection of the Grid User is manifestly justified, such as in case of a mistake with regard to the amount of the payment due.

If the Grid User has paid a disputed invoice in full accordance with this provision and it appears that the objection formulated in accordance with this provision was justified, the Grid User shall have the right in this case, without prejudice to the other rights of the Parties, among others their right for compensation of the legal costs in accordance with the Judicial Code, to the reimbursement, within 30 Days after the agreement or the judgement, as the



case may be, of the undue payments, increased with the interests determined pursuant to article 5 of the Law of 2 August 2002 since the date of this undue payment.

4.5 Modalities for collecting any unpaid sums

Failure to pay the invoice within 5 Working Days after reception of a notice of default by registered mail, with an acknowledgement of receipt, sent by Elia, will entitle Elia, notwithstanding the application of the aforementioned conditions, and without any additional formal notice, to undertake all necessary measures with regard to the collection of unpaid sums;

The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable matter.

Article 5: Confidentiality and protection of commercial information

Parties agree to treat the information they exchange as a result of and within the framework of this Contract and which is marked as being confidential by one of them and/or which is to be considered as confidential according to the applicable laws and rules, confidential. The Parties agree not to communicate said confidential information to third parties unless one of the following conditions has been fulfilled:

- 1° if Elia and/or the Grid User have been called up to appear as witnesses in court or in their relationship with the regulating authorities of the electricity market or other competent public authorities;
- 2° the prior written agreement of the Party communicating the confidential information has been obtained;
- 3° as concerns Elia, in consultation with other grid operators or within the framework of contracts and/or rules with foreign grid operators and provided the party receiving the information undertakes to accord to this information the same degree of confidentiality as that accorded by Elia;
- 4° if the information is easily and commonly accessible or available to the public;
- 5° if the communication by Elia and/or the Grid User to such parties as subcontractors and/or their employees and/or their representatives is essential for



technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information.

The Parties accept that the confidentiality of the information cannot be invoked between them, nor vis-à-vis other persons like the access holder, being the co-contractor of Elia in the Access Contract, for the Access Point as subject of this Contract, and other Persons, engaged in the execution of this Contract, to the extent that these data are necessary for the execution of the Access Contract by the access holder or for the execution by these other persons of this Contract, to the extent that this access holder and other persons are held to at least comparable confidentiality obligations.

Without prejudice to the applicable laws and regulations, this provision remains in any case valid until 5 years after termination of the Contract.

Article 6: Settlement of disputes

The Grid User hereby declares that, prior to signing the Contract, it was made aware by Elia of its rights and, among other, that any disputes concerning the Connection to the Elia Grid, the application of the Grid Code Transmission or the tariffs mentioned in Article 12 of the Electricity Law may be settled through the Disputes' Chamber in accordance with Article 28 of the Electricity Law, with the exception of disputes regarding contractual rights and obligations.

If applicable, the Grid User also declares hereby that, prior to signing the Contract, it was made aware by Elia of the provisions concerning the settlement of disputes as set out in the regional laws and regulations.

Without prejudice to the preceding, any dispute in connection with the conclusion, validity, interpretation or performance of the Contract or of subsequent contracts or operations that might arise there from, together with any other dispute concerning or in relation to the Contract shall, according to the choice of the first party to take action, be presented to:

- the commercial court of Brussels; or
- the mediation and arbitration service organised by the competent regulatory authority or the disputes' chamber according to applicable legislation; or
- an ad hoc arbitration arrangement according to the provisions of the Belgian Judicial Code.

In view of the complex relationships, the Parties accept hereby, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of coherent

disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

Article 7: Force majeure and/or emergency situation

7.1 Definitions and consequences of *force majeure* and emergency situation

The fulfilment of the obligations that are the subject matter of the Contract for which an emergency situation and/or *force majeure* as defined in the Grid Codes might be invoked, will be temporarily suspended for so long as the event that gave rise to the emergency situation and/or *force majeure* persists.

The term *force majeure* shall be taken to mean any events that could not reasonably be predicted, which arise after conclusion of the Contract, which cannot be ascribed to an error committed by one of the Parties and which makes performance of the Contract impossible either temporarily or permanently. Situations of *force majeure* are, amongst others, the situations as defined in the applicable Grid Code.

The Party who invokes a situation of *force majeure* and/or emergency situation shall inform the other Party as soon as possible by telephone and/or email and/or fax of the reason(s) why the Party is not able to fulfil all or some of their obligations and to reasonably estimate how long that situation of non-fulfilment is likely to last.

The Party who invokes a situation of *force majeure* and/or emergency situation shall nevertheless do everything in its power to limit the consequences of non-fulfilment of its obligations towards the other Party, the Elia Grid and third parties, and to fulfil its obligations back again.

If the period of *force majeure* and/or emergency situation shall last 30 or more successive days (which period does not necessarily coincide with the period which is necessary for fulfilling anew the obligations), a Parties is not able to fulfil the essential obligations of the Contract as a consequence of the *force majeure* and/or emergency situation and there is no perspective any more in this respect for the obligations to be fulfilled, this Party may cancel anticipatively the Contract with immediate effect by means of registered letter, setting out the justification therefore.

7.2 Measures

7.2.1. If an emergency situation or a multiple-incident situation arises, as defined in the Grid Codes, or if Elia is of the opinion that an emergency situation might reasonably be



expected to arise, Elia can take the necessary measures, preventively as the case may be, which are described in the Grid Codes, including the implementation of the rescue code and the restoration code.

In so far as the Grid User is a producer, it will have the obligation to make its Generation Units available to Elia. This situation will be announced via alarm signals that will reach the Grid User and are described in Appendix 1. The Generation Units will remain fully connected to the Elia Grid, to the extent that the frequency and the voltage are within the regulatory and agreed on limits.

These limits will be added to a stability study (see Appendix 8), that will be provided by the Grid User, and approved by Elia. The limits are at least those mentioned in article 62 of the Grid Code Transmission or the corresponding provision of another applicable Grid Code.

The rescue code stipulates the operational procedures in the context of an emergency situation and also includes the disconnection plan, which among other things stipulates the procedures and priorities for disconnecting Grid Users.

The restoration code includes the operational procedures for restoring the electrical system.

The rescue code and the restoration code are drawn up by Elia in accordance with the legal and regulatory provisions and are notified to the Grid User mentioned in Appendix 10. They can be modified by Elia from time to time in accordance with the legal and regulatory provisions. These modifications can only enter into force upon notification by Elia to the Grid User. This notification shall be made via e-mail and directed to the contact person mentioned in Appendix 7. However, in case such modifications include an adaptation of the general and specific measures that the Grid User must take in case of an emergency situation in the framework of the rescue code or restoration code, this notification will happen via registered mail addressed to the Grid User.

The Grid User undertakes to observe all the measures described in the aforementioned provisions in order to prevent and/or remedy emergency situations. Elia shall inform the Grid User by telephone and/or e-mail and/or fax.

The Grid User will ensure that its personnel is trained in conformity with the procedures of the restoration code in order to enable the persons involved to carry out the foreseen actions within the set deadlines and in an efficient way.

7.2.2. The contact details for the Connection of the Off-takes and of the Generation Units are included in Appendix 7 in accordance with the restoration code.



Article 8: Condition precedent regarding the conformity of a new or modified Connection

The commissioning of a new or modified Connection is subject to the fulfilment of the condition precedent of conformity of the Facilities that could impact the safety, reliability and/or efficiency of the Elia Grid, as specified in article 17 of this Contract. This condition precedent does not form an obstacle to the prior implementation of all tests regarding acceptance, conformity or other tests necessary for the purpose and in view of the commissioning of the new or modified Connection.

Article 9: Suspension and/or termination of the contract

9.1 Suspension because of non-conformity or damaging Facilities

9.1.1 With regard to the Facilities that may have an impact on the safety, reliability and/or efficiency of the Elia Grid and of which the other Party is Owner or for which the other Party is, where appropriate and pursuant to article 12.2.4.2., in charge of the tasks provided for in article 12.2.2. ("Full-size"-management), each Party shall be entitled to give notice to the other Party to proceed with the necessary adaptations and innovations in order to ensure the conformity of these Facilities, if it appears that:

- the Facilities are not in conformity within the meaning of article 17 of this Contract, and/or;
- the nature of the Facilities is such that they could cause damage to:
 - the safety, reliability and/or the efficiency of the Elia Grid as specified in the Grid Codes and in this Contract and/or;
 - the safety of persons and goods, as set forth in the Grid Codes, in the GCEF or the GLPC and in this Contract and/or;
 - the safety, reliability and/or efficiency of the Connection of the Grid User as determined in the Grid Codes and in this Contract and/or;
 - the safety, reliability and/or the efficiency of the Connection of another Grid User as specified in the Grid Codes.

This notice of default must state its reasons and be sent via registered mail. Subsequently, the Parties shall proceed with a consultation regarding the necessary adaptations or renovations to be carried out, they shall agree on realistic terms to complete them, and they shall carry out the adaptations and renovations in good faith, in accordance with accepted industry practices and within the agreed term.



The notice of default may contain a reasoned decision that in case of non-performance within the agreed term,

- in the event of a notice of default sent by Elia: Elia will be entitled to disconnect the Connection, totally or partially, and Elia will be entitled to suspend the Contract if necessary, totally or partially, after 5 Working Days following the notification of the default, by a second registered letter to the Grid User, in so far as such default has not been ended on the 4th Working Day after this notification.
- in the event of a notice of default sent by the Grid User: the Grid User will be entitled to suspend the Contract, totally or partially, and eventually request Elia to disconnect the Connection, after 5 Working Days following the notification of the default, by a second registered letter to the Grid User, in so far as such default has not been ended on the 4th Working Day after this notification.

This reasoned decision must specify that it may be subject to appeal in accordance with article 6 of this Contract. Such appeal however has no suspending effect.

9.1.2. Without prejudice to article 7 and article 9.1.1 of this Contract and taking into account the automatic functioning of the security systems, Elia may decide, whether or not at the request of the Grid User, to disconnect the Connection, totally or partially, and to suspend this Contract if necessary, totally or partially, if the Facilities are an acute and imminent threat for:

- the safety, reliability and/or the efficiency of the Elia Grid as specified in the Grid Codes and in this Contract and/or;
- the safety of persons and goods, as set forth in the Grid Codes, in the GCEF or the GLPC and in this Contract and/or;
- the safety, reliability and/or efficiency of the Connection of the Grid User as determined in the Grid Codes and in this Contract and/or;
- the safety, reliability and/or the efficiency of the Connection of another Grid User as specified in the Grid Codes.

To the extent possible, Elia will send a prior notice of default. If applicable, Elia will notify its reasoned decision as soon as possible to the Grid User, the Parties shall hold a consultation with regard to the necessary adaptations to be carried out, agree on a realistic term to complete them, and to perform them in good faith and in accordance with good and accepted industry practices. The reasoned decision should specify that it may be subject



to appeal in accordance with article 6 of this Contract. Such appeal, however, has no suspending effect.

9.1.3. A complete decommissioning of the Connection in the aforementioned circumstances results in a full suspension of this Contract.

After the performance of the necessary adaptations, whether or not combined with the disconnection of the Connection, tests must be carried out at the expense of the Party against whom the non-conformity has been demonstrated, in accordance with article 17.4 of this Contract.

A total or partial disconnection of the Connection and suspension of this Contract will be terminated if it results from the tests mentioned in article 17 of this Contract that the Facilities, where appropriate after adaptations, are again in conformity or no longer of such a nature that they could cause damage to:

- the safety, reliability and/or the efficiency of the Elia Grid as provided for in the Grid Codes and in this Contract and/or;
- the safety of persons and goods, as provided for in the Grid Codes, in the GCEF or the GLPC and in this Contract and/or;
- the safety, reliability and/or efficiency of the Connection of the Grid User as provided for the Grid Codes and in this Contract and/or;
- the safety, reliability and/or the efficiency of the Connection of another Grid User as provided for in the Grid Codes.

9.2 Termination of the Contract by both parties

Without prejudice to the other circumstances leading to a suspension and/or termination pursuant to the applicable laws and regulations and/or this Contract, every Party will be entitled, subject to prior court's approval, to terminate this Contract to the expense of the other Party in case:

- the other Party defaults on one of its obligations;
- a material and disadvantageous modification occurs as regards the legal position, the legal structure, the activities, the board of directors or the financial condition of the other Party, that may reasonably lead to the conclusion that the provisions and conditions of this Contract will not be complied with by this Party.



The termination of this Contract by Elia in accordance with this provision does not affect the right for the Grid User to enter into a new Connection Contract with Elia when it will again be able to comply with the provisions and conditions of the Connection Contract.

9.3 Cancellation by the Grid User

Without prejudice to the other situations of termination pursuant to the applicable laws or regulations and/or this Contract, the Grid User will have the power to terminate this Contract with a notice period of three months via a registered letter addressed to Elia subject to the condition that at the latest at the end of the notice period the Grid User does not longer use the Connection and the Connection can be switched off or disconnected in accordance with this Contract.

9.4 Termination by Elia

Elia may also terminate this Contract in whole (for all Power Supplied) or in part (only for the Relevant Connection Capacity) without legal authorisation if:

- Elia notes that the Grid User's Connection project has definitively ended prior to the commissioning of the Connection;
- Elia notes, by means of the absence of metered electric current, except for the sole purpose of keeping the Connection facilities live, that the Grid User's commissioned Connection has not been used for at least one year, or;
- Elia notes that the Operation of a Generation Unit has definitively ended, in accordance with the procedure described in Article 4bis of the Electricity Law.

Elia shall inform the Grid User by registered letter of its intention to terminate the Contract in whole or in part and of the reasons for such termination. If the Grid User is not the owner of the Generation Unit in question, said owner shall receive a copy of Elia's registered letter from the Grid User as quickly as reasonably possible. The Grid User may share their observations in writing and/or request a hearing within 20 Working Days of receipt of this registered letter. The hearing shall take place within 20 Working Days of the Grid User's request. The practical details of said hearing shall be communicated by Elia to the Grid User, without prejudice to the Grid User's right to involve the owner of the relevant Generation Unit.

The Grid User may demonstrate, with due motivation:

- that the Connection project has not definitively ended and shall be commissioned pursuant to the conditions set out in Article 12.1. or ;
- that the non-operated Connection (or partially) must, in accordance with the applicable Grid Codes, remain in service:



- for the purposes of and within the scope of backup power supply or;
- as a reserve within the framework of a pending Connection Request submitted in accordance with Article 148 of the Grid Code Transmission or;
- to the extent provided for by the regulations, for the implementation of duly designed projects under study.

Should the Grid User fail to respond within 20 Working Days or if there is no valid justification for termination on the grounds of force majeure or fault attributable to Elia, and if the reason for the termination has not been remedied, the Contract shall be terminated with immediate effect by Elia by means of a duly motivated registered letter.

9.5. Consequences of suspension and/or termination of the Contract

In case of a suspension and/or an early termination of this Contract as provided for in the articles 9.1. to 9.4. or termination of this Contract in accordance with article 9.3, and for whatever reason, the Parties will remain liable to fulfil all payment obligations pursuant to this Contract, including, if applicable, responsibilities with regard to decommissioning under Article 12.1., that originated during the term of the Contract or as a result, if applicable, of the suspension or termination of this Contract, unless an entity as mentioned in article 6 has concluded that the other Party has defaulted on one of its obligations.

Notwithstanding article 22, the costs related to the necessary interventions for the disconnection are to be borne by the Party whose non-conformity has been established.

In case the suspension and/or termination of this Contract is caused by a defective performance of the Contract by the Grid User, its payment obligations will be immediately enforceable, notwithstanding any provision stating the contrary. In all other cases of suspension or termination, the Parties will be held to the aforementioned payment obligation in accordance with the applicable payment deadlines. The Party will not be able to argue that it can suspend and/or terminate its own obligations as a result of this suspension and/or termination.

In all cases of total or partial termination of the Contract, the Power Supplied (in the case of total termination) or the Relevant Connection Capacity (in the case of partial termination) shall no longer be reserved or allocated to the Grid User. Should the Grid User wish to again benefit from capacity reservation, they must, in accordance with the applicable Grid Code, submit a new Connection Request.

9.6. Impact of participation in the capacity remuneration mechanism



By submitting their prequalification file to participate in the capacity remuneration mechanism as per Article 7undecies of the Electricity Act, the Grid User, acting in its capacity as a capacity holder, or the capacity holder who calls upon the Grid User acting in their capacity as a connection requester, with regard to the connection of a Generation Unit covered by this Contract and not yet commissioned at the time of the auction, shall accept that the reservation and/or allocation of Relevant Connection Capacity for the injection of this Generation Unit is temporarily suspended until the results of the auction are published in accordance with the CRM Functioning rules as per Article 7 undecies §12 of the Electricity Law.

When, as a consequence of the auction, the bid for the Generation Unit was not selected and the technical solution related to the Connection Request is influenced negatively by the outcome of the auction, the Grid User acting in its capacity as a capacity holder, or the capacity holder who calls upon the Grid User acting in its capacity as a connection requester accepts that the following procedure will apply:

- Elia shall accordingly withdraw the reservation and/or allocation of Capacity due to this influence and shall review the initial technical solution in accordance with the applicable provisions of the Grid Codes ;
- Elia shall provide the Grid User with an alternative technical solution within 60 Working Days of the publication of the auction results. This solution may be adapted in line with the Grid User's observations. The Grid User may submit their observations in writing within 30 Working Days of Elia's communication. Within 30 Working Days, Elia shall provide the Grid User with an adapted technical solution. The Grid User shall agree to use the adapted alternative technical solution within 30 Working Days of Elia's corresponding communication regarding the solution adapted in line with the Grid User's observations. If the Grid User agrees to use the (adapted) alternative technical solution, Elia shall submit a proposal for an adapted Connection Contract within 20 Working Days.
- If the Grid User does not agree to use this solution, which can be considered as a final abandonment of the connection project, Elia may terminate this Contract with immediate effect in accordance with Article 9.4. by means of a duly motivated registered letter.

9.7. Termination of the order during the works

In case the Grid User decides to terminate the installation works of a new Connection or the works for the modification of an existing Connection, the Grid User will have to pay a compensation to Elia, to indemnify Elia for all the costs actually incurred in accordance with Appendix 8, as a result of the non-execution of the works, such as the additional costs

related to purchases that have become useless and compensations claimed by suppliers and services, and that can be justified via financial statements and other documents. A settlement will take place in case some of the works that already have been completed insofar as it would appear later on that they can be used for other purposes.

Article 10: Duration and entry into force

Without prejudice to the application of article 8 of this Contract, the Parties agree that this Contract shall enter into force on [•] and is entered into for an indefinite period of time, without affecting the suspension and/or termination or cancellation in accordance with article 9 of this Contract.

Article 11: Property rights and rights of use

The Parties agree that the property rights and/or rights to use the Connection Facility(ies) are detailed in Appendix 1 of this Contract, in conformity with the respective deeds as the case may be.

Article 12: Establishment, substantial modifications, provision and management of the Connection Facilities

12.1 Establishment, substantial modifications and provision of the Connection Facilities

Each Party shall be responsible for realizing:

- the establishment of the Connection Facility(ies) it owns;
- the substantial modifications to the Connection Facility(ies) it owns (including adaptations of the functionalities, the replacements and technical adaptations requested by the competent authorities or third parties in accordance with the relevant regulatory conditions or because of security reasons and the dismantling),

it being understood that the realization thereof happens in accordance with the modalities and terms included in Appendix 8 of this Contract and in conformity with the payments provided for in article 13. The Parties will work together and coordinate their works in order to ensure the compatibility between their respective Facilities, both as regards the planning as well as the realization.



The Grid User who owns the first Connection Bay agrees to carry out substantial modifications for its own account, following a request of Elia related to the security, reliability and/or efficiency of the Elia Grid.

In case the Parties agree that Elia will, partially or totally, carry out the substantial modifications, the Connection will be provided, partially or totally, to the Grid User.

12.2 Management of the Connection Facilities

12.2.1. "Light"-management of the Connection Facilities

In any case, without prejudice however to its other responsibilities and tasks pursuant to the Grid Codes or this Contract, Elia will be responsible for the management of the Connection, in so far as this concerns:

- the supervision of the Connection, including the provision of on call duty;
- the exploitation of the Connection, including:
 - the activation and deactivation of the Connection by controlling the Connection Bay;
 - the management of exploitation procedures;
 - the reporting in case of an alarm or damage;
 - the release and the commissioning after works, it being understood that the Grid User operates the controls of the primary circuit-breaker serving for the synchronization of the Injection, in accordance with the modalities of this Contract.

As regards the on call duties, Elia applies all reasonable, technical and economic means in order to carry out the first findings and verifications within two hours following the reporting of an electrical incident.

12.2.2 "Full-size"-management of the Connection Facilities

The "Full-size"-management includes the following maintenance tasks:

- the administrative management of the Connection Facility(ies), including the management of the location maps and other plans, schemes and legal documents;
- the normal periodic maintenance of the Connection Facility(ies), including the determination of the maintenance policy and the administrative management of the maintenance process;
- the corrective maintenance of the Connection Facility(ies) in case of a breakdown by way of repairs and replacements, to the extent that these interventions constitute an essential condition for the maintenance of the existing functionalities and specifications of these Connection Facilities, it being understood that the functionalities or specifications of the Connection Facility(ies) will not be modified;

The last two interventions will be carried out within the terms on which the Parties agree, without prejudice to other obligations towards authorities and/or third parties.

The general rules as regards the periodic maintenance that have to be complied with, are included in Appendix 3. Notwithstanding the fact that they are subject to the continuous evolution of the maintenance rules, these rules describe the type of maintenance and their frequency in function of the equipment to be maintained.

12.2.3. Designation of the Party in charge of the tasks as described in Article 12.2.2 (“Full-size”- management)

For the first Connection Bay or the other Connection Facilities owned by Elia, Elia will be responsible for the “full-size” management tasks that are stipulated in Article 12.2.2.

For the first Connection Bay that is not owned by Elia and taking into account the proximity of the Elia Grid, Elia will, in consultation with the Grid User, have the choice between articles 12.2.4.1. and 12.2.4.2.

For the other Connection Facility(ies) that are not owned by Elia, the Grid User will have the choice between articles 12.2.4.1. and 12.2.4.2.

12.2.4. Choice to make in Appendix 3

12.2.4.1. Either the Grid User will, without prejudice to article 12.2.1., be responsible for the performance of the management tasks as described under 12.2.2 (“Full-size”-management), in accordance with the conditions contained therein. Upon performing these management tasks, the Grid User will respect the minimum requirements to be complied with and as agreed on by the Parties set forth in Appendix 2 and Appendix 3.



12.2.4.2. Either Elia will be responsible for the performance of the management tasks as described under article 12.2.2. ("Full-size"-management), in accordance with the conditions described therein and in accordance with the requirements as agreed on by the Parties and included in Appendix 2 and Appendix 3. Elia can however not be obliged to do this, among others, in case the Facilities do not or no longer comply with the standards applied by Elia and included in the agreement on the technical solutions mentioned in article 105 of the Grid Code Transmission or in the corresponding provision of another applicable Grid Code and included in Appendix 8.

Article 13: Payments

13.1 General

The Grid User shall make payments to Elia, based on the Connection Tariff and as defined hereinafter, for the establishment, the substantial modifications, the provision and the management by Elia of the Connection Facility(ies), as described in article 12.

Appendix 6 mentions the Connection Facility(ies) in function of which the Connection Tariff is determined taking into account the voltage level and the type of equipment, their date of entering into service and the financial contributions by the Grid User, as the case may be.

The payments are net amounts to be increased with V.A.T. Unless otherwise provided for in a statutory or regulatory provision, new taxes, surcharges or levies of any kind or increases of existing taxes, surcharges or levies imposed by the competent authority, that relate to the Connection to the Elia Grid, are borne by the Grid User. On the other hand the Grid User will benefit from any decreases in taxes, surcharges or levies.

13.2 Payments for the construction, substantial modifications and provision of Connection Facilities

13.2.1 For the first Connection Bay

For the establishment, the substantial modification and the provision of the first Connection Bay of which Elia is the Owner, the Grid User has to pay a periodical payment to Elia in accordance with the Connection Tariff.

For the existing first Connection Bay owned by Elia, one will take into account the financial interventions made by the Grid User, as the case may be, with regard to the concerned Connection Bay in accordance with the modalities as described in the Connection Tariff. Once a substantial modification has been made, and in any case 33 years after the operational start date of the Connection Bay to which the



financial intervention of the Grid User relates, these interventions will not anymore be taken into account.

13.2.2 For the other Connection Facilities

In case Elia provides the Grid User with other Connection Facility(ies) the payments shall be made as follows:

-as concerns the establishment of the other new Connection Facility(ies): a payment amount will be calculated in accordance with the Connection Tariff and based on a quotation. This will be combined with a financial guarantee as provided for in article 14 of the Contract in case of a long term financing;

-as concerns the substantial modification of existing other Connection Facilities: a payment amount will be calculated in accordance with the Connection Tariff and based on a quotation. This will be combined with a financial guarantee as provided for in article 14 of the Contract in case of long term financing;

-as concerns the provision of existing other Connection Facilities: a periodical payment amount will be calculated in function of the operational start date of the other Connection Facilities to which the periodical payment relates and, if applicable, taking into account the financial interventions of the Grid User.

13.3 Payments for the Management of the Connection Facilities

Depending on what has been agreed between the Parties in accordance with article 12.2.3. and 12.2.4., the Grid User will make the following payments to Elia:

13.3.1. For the management of the Connection Facility(ies) as described in article 12.2.2. ("Full-size"-Management) and to be carried out by Elia: a periodical compensation for management, in accordance with the Connection Tariff.

This periodical payment includes, for the first Connection Bay owned by Elia, the corrective maintenance as provided for in the third bullet of article 12.2.2.

This periodical payment includes, for the first Connection Bay not owned by Elia and for the other high voltage facilities that are part of the Connection Facilities as mentioned in Appendix 1 and that are, or not, owned by Elia, for a period of 20 years since the operational start date of these Facility(ies), the corrective maintenance as mentioned in the third bullet of article 12.2.2. This periodical



payment includes, for the low, auxiliary and command voltage facilities that are part of the first Connection Bay and not owned by Elia or the other Connection Facilities as described in Appendix 1 and of which Elia may either be Owner or not, for a period of 10 years since the operational start date of these Facility(ies), the corrective maintenance as mentioned in the third bullet of article 12.2.2. After the expiry of these periods, an additional payment based on a quotation will be made in addition to the periodical payments as far as the corrective maintenance as provided for in the third bullet of article 12.2.2 is concerned.

13.3.2. In case the Grid User, in accordance with article 12.2.4.1., is responsible for the management services as set forth by article 12.2.2. ("Full-size"-management), a periodical payment described in article 12.2.1., in accordance with the Connection Tariff.



Article 14: Financial guarantees

If the Parties agree that a new Connection or a substantial modification to an existing Connection will be realized by Elia and this is combined with a term financing provided by Elia, the Grid User will provide a bank guarantee to Elia which will cover the obligations of the Grid User under the term financing.

The Grid User acknowledges that this bank guarantee, if applicable, is an essential contractual condition for Elia.

This bank guarantee will serve as surety for the full and timely payment of all obligations of the Grid User.

The bank guarantee must have the form of a guarantee on first demand, issued by a financial institution with an official rating of at least "BBB" ascribed by the credit rating office Standard & Poors ("S&P") or "Baa2" by Moody's Investor Services (Moody's).

The amount guaranteed corresponds to half of the balance financed by Elia and the duration of the guarantee equals the duration of the payment period plus a period of three months.

In case the amount of the sum payable falls below the value of this bank guarantee, the Grid User shall be entitled to ask each year for a decrease of the coverage of the bank guarantee. In case the Grid User formulates such a request, Elia commits itself to accept that the amount of this bank guarantee will be decreased to an amount equal to half of the amount of the outstanding obligations of the Grid User following from the term financing. The standard form for the first demand guarantee is included in Appendix 8 of the Contract.

In case of cancellation an/or termination of this Contract for whatever reason, Elia shall return this bank guarantee to the Grid User as soon as the Grid User shall have complied with all obligations related to this bank guarantee.

Article 15: Description of the Connection, the Facilities of Grid User that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, and the metering equipment.

15.1 General

The Connection is located between on the one hand the Connection Point and on the other hand the Point of Interface as far as this is required by the applicable Grid Codes. The technical and functional characteristics of the Connection Facilities are to be specified by Elia in Appendix 1.



In addition to, and without prejudice to the provisions of the Grid Codes, the Parties agree that the Connection Point shall be located in one of the following places:

- In case the first Connection Bay is located in a substation of the Elia Grid: the connectors of the first Connection Bay on the busbar of the substation;
- In case the first Connection Bay is located in a branch on a line or cable of the Elia Grid: the point of the branch on said cable or line.

In addition to, and without prejudice to the provisions of the Grid Codes, the Parties agree that the Point of Interface:

- For the high voltage facilities
 - (i) in case the first Connection Bay is located in a substation of the Elia Grid: at the end of the cable or the end portal, or respectively the cable or the line entering the site of the Grid User;
 - (ii) in case the first Connection Bay is located in a branch on a line or a cable of the Elia Grid: after the first bay at the end of the cable or line entering the site of the Grid User; and
- For the low, auxiliary and command voltage facilities: on the site of the Grid User after the transfer systems and the differential protections that are functionally part of the high voltage facilities of the first Connection Bay.

Without prejudice to the provisions of the Grid Codes, the Parties can expressly depart from the aforementioned additional provisions with regard to the location of the Access Point and the Interface Point because of the following reasons:

- reasons of safety, reliability or efficiency of the Elia Grid
- the planned future development of the Elia Grid; or
- the complexity of the Connection, such as in the case of substations where several Grid Users are connected to the Elia Grid;

The location of the Connection Point and the Point of Interface is indicated in Appendix 1 on the relevant single-line diagrams

15.2 Identification

The description as well as the technical data of the Connection and as far as necessary the Facilities of the Grid User that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, and the metering equipment are included in Appendix 1. This Appendix includes at least the following details:

- the geographic location;
- the nominal voltage of the Connection Point(s);
- the Power Supplied, specific for Off-take and Injection, on the Connection and for which a right of access can be granted in the relevant Access Contract;
- the single line diagram (with the Access Point(s), the EAN-Number(s), the metering point(s), the Connection Point(s), the Connection Bay(s) in the Elia substation(s) and the high voltage facilities of Elia in this/these substation(s) as far as these are not allocated to another grid user, and the Point(s) of Interface including their modifications from time to time pursuant to the provisions and procedures mentioned in the applicable Grid Codes;
- the identification and the technical description of the Connection and the metering equipment;
- the NACE-code of the Grid User (which, as the case may be, may be different for each Access Point);
- the property rights, rights of use and/or other rights, as well as the documentation of the Connection and the metering equipment.

Article 16: Counting and metering, power quality, protections and connection of Generation Units

16.1 Counting and metering

The counting and metering shall be carried out in accordance with the method and time intervals provided by Appendix 4. This Appendix also mentions the technical criteria with regard to the metering equipment, the commissioning, the use, the control, the calibration and the required precision of the metering equipment as well as the transmission and the availability of the metering data.

Elia will provide the Grid User with the counting pulses following a request of the Grid User and on a confidential basis. Elia cannot be held liable for the damage related to the possible unavailability of these counting pulses or the use by the Grid User of these counting pulses.



16.2 Power Quality and electromagnetic compatibility

In accordance with the provisions of the Grid Codes, Elia will provide the Grid User on the Access Point with a voltage of a quality that meets at least the EN 50160 standard. Both Parties have to respect this voltage upon the determination of the level of immunity of, with respect to Elia, the Connection Facilities it manages, and with respect to the Grid User, the other Facilities.

The Grid User will take for its Facilities all measures that are necessary, economically reasonable and technically effective to limit the consequences of the damage caused by disturbances as described in the EN 50160 standard and give special attention to voltage dips, interruptions and overvoltages. The Grid User will be entitled to ask for additional information from Elia. Elia will provide all reasonably available, general information with regard to the quality of the power supply in the Connection Point on a confidential basis. However, Elia cannot be held liable for the use of this information.

The allowed level of disturbances on the Elia Grid caused by the Facilities is determined in the applicable Grid Codes and by the technical reports IEC 61000-3-6 and IEC 61000-3-7 and the Synergrid procedure C10/17 "Power Quality requirements for Grid Users connected to high voltage grids".

Without prejudice to this article and in case of disturbing Facilities of the Grid User connected to Elia Grid, Appendix 5 provides for planning levels and emission limits, the applicable specific rules and the monitoring of these Facilities of the Grid User. The Appendix 5 also describes the voltage variations.

Without prejudice to its contractual relations with the access holder, Elia will provide, in case of electrical incidents and at the request of the Grid User, a report about the incident.

16.3 Protections

The modalities with regard to the protections, control parameters and the technical functional minimum requirements are part of the specific file drawn up by Elia in consultation with the Grid User. These modalities are included in Appendix 1.

16.4 Additional technical requirements for the connection of Generation Units

If applicable, Appendix 1 will be completed with the technical requirements as regards the connection of Generation Units as described in the applicable Grid Code.

Article 17: Conformity of the Facilities

17.1. General

17.1.1. The Facilities that may influence the security, reliability and/or efficiency of the Elia Grid as provided for in the Grid Codes and in this Contract and for which the Grid User is responsible pursuant to article 12.2.2. ("Full-size"-management), and in accordance with article 12.2.4.1. , have to be at all times in conformity with:

- The provisions of the CGEF;
- The technical requirements that are applicable to the concerned Facilities as provided for in the Grid Codes;
- The technical specifications as mentioned in the relevant Appendices.

For these Facilities the Grid User will provide the actual, general technical data with regard to the technical requirements in accordance with the applicable Grid Code. The Grid User has to inform Elia immediately about every possible degradation, anomaly and non-conformity in case this could have an impact on the safety of persons and goods, on the safety, the reliability and the efficiency of the Elia Grid, the safety, the reliability and/or the efficiency of the Connection of the Grid User and/or the Power Quality.



17.1.2 The Connection Facilities owned by Elia or for which Elia may be, in accordance with article 12.2.4.2., responsible for the tasks mentioned in article 12.2.2 (“Full-size”-management) have to be at all times in conformity with

- The provisions of the GCEF;
- The technical requirements that are applicable to the relevant Facilities as provided for the Grid Codes;
- The technical specifications as provided for in the relevant Appendices.

For these Connection Facilities, Elia spontaneously provides the actual, general technical data with regard to the technical requirements as provided for in the applicable Grid Code. With regard to these Facilities, Elia has to inform the Grid User immediately of each possible degradation, anomaly and non-conformity in case these may have an influence on the safety of persons and goods and/or the safety, the reliability and/or the efficiency of the Connection of the Grid User an/or the Power Quality, as defined by the Grid Codes and in this Contract.

17.1.3. The conformity analyses and inspections of the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid as defined by the GCEF are to be carried out by an independent certified organism, that is bound towards the Grid User and Elia by confidentiality obligations as stipulated by article 5 of the Contract. The Grid User must be informed of the results of these conformity analyses and inspections.

The Parties can demand from each other, via a written reasoned request, the available test reports evidencing that the relevant Facilities are in conformity with the applicable technical requirements. In case no such test reports can be provided, each Party can, itself or by way of an independent certified organism and in the presence of the other Party, carry out tests in the relevant Facilities in order to establish the conformity with the applicable requirements. The modalities and the date of the tests and, if applicable, the certified organism are to be fixed upon mutual agreement by the Parties. In case of non-conformity of the Facilities, these Facilities are to be adapted and a new date shall be agreed on to conduct the tests in order to assess their conformity.

Each Party is obliged to provide the requested information to the other Party within a period of 30 Days after the receipt of the aforementioned request.

17.2 Retention of the obligations of the Grid User and Elia notwithstanding the notice of conformity

Notwithstanding the establishment of the conformity mentioned in article 17.1 of this Contract, the Grid User and Elia remain bound by their respective obligations and the



contracts drawn up pursuant to the applicable Grid Codes as regards the conformity of the Facilities.

17.3 Disturbing Facilities

The conformity tests provided for by article 17.1 of this Contract include also the tests and, if applicable, the calculations or simulations, that have to be carried out on the disturbing Facilities or the Facilities for which there exist indications of disturbances in order to verify the level of the disturbance in accordance with article 16.2.

17.4 Additional tests

17.4.1. In accordance with the applicable provisions of the Grid Codes, Elia or an independent certified organism appointed by Elia, shall at the request of the Grid User, at the request of a third party or on its own initiative, in the framework of its statutory duties during the term of this Contract carry out tests on the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid. For the execution of these tests, Elia will have access to the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, subject to the conditions provided for in this Contract.

The modalities and the data of the tests are to be planned in advance on the basis of consultation between the Grid User and Elia and, if applicable, a third party.

In case the tests prove that the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid are not in conformity, Elia shall be entitled to proceed with the measures as indicated by article 9 of this Contract.

17.4.2. In case the Grid User wants to carry out the tests on the Facilities that may have an influence on the Connection Facilities owned by Elia or for which Elia is, in accordance with article 12.2.4.2., responsible for all of the tasks mentioned in article 12.2.2 ("Full-size"-management), it will have to obtain the prior written approval from Elia in accordance with the applicable provisions of the Grid Codes.

In case the Grid User wants to carry out the tests on the Facilities that possibly may have an influence on the safety of persons and goods and/or on the safety and/or reliability and/or efficiency of the Connection Facilities and/or the Power Quality pursuant to the Grid Codes and this Contract, it can agree with Elia which tests shall be executed in accordance with the applicable provisions of the Grid Codes.

17.4.3 The Parties shall bear the costs of the tests as follows:

- In case the result of the tests can be attributed to a fault from Elia, the Grid User or a third party, the liable party shall bear the costs of the tests.



- In case the result of the tests cannot be attributed to a fault of a Party, the costs of these tests shall be fully born by the person who demanded the tests.

With regard to the application of this article, the Grid User accepts that it can be considered to be a third party vis-à-vis the other grid users, in case the Facilities that may influence the security, reliability and/or efficiency of the Elia Grid and for which the Grid User is responsible in accordance with article 12.2.4.1. for the tasks provided by article 12.2.2. ("Full-size"-management) are defective.

Article 18: Protection of and access to the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid

18.1 Protection of the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, on a site belonging and/or being used by the Grid User.

Without prejudice to the legal obligations of Elia, the Grid User shall take all measures that can be reasonably expected in order to avoid any damage to the part of the Facilities which are located on a piece of land belonging to or used by it, that may have an influence on the safety, efficiency and/or the reliability of the Elia Grid and to avoid any damage to the Elia Grid or to Facilities of other Grid Users.

The Party to whom a third party has granted a right of use or who owns a terrain with Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, shall be obliged to take the necessary and appropriate measures in order to protect the access to these Facilities against unauthorized persons.

18.2 General access rules

Without prejudice to the provisions of the Law of 4 August 1996 with regard to the well-being of employees during the execution of their work, as amended from time to time, the following rules shall apply.

Within the framework and the limits of the management and maintenance of the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, compliance with the applicable laws and regulations, with inclusion of article 15 of the Grid Code Transmission or the corresponding provision of another applicable Grid Code, and in the interest of the safety, reliability and/or efficiency of the Elia Grid, the Facilities of one of the Parties, that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, shall be at all times accessible to the other Party.



The access to the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, shall be immediately provided to a Party, at the simple oral request of the other Party.

The Grid User guarantees that Elia shall be provided at all times access to the metering equipment as provided for in this Contract and that is located on the terrain belonging and/or used by the Grid User.

The Parties hereby declare that they shall notify each other of the requirements as regards the safety of persons and goods that the Party to whom access has been granted shall abide with. The Parties accept that, in case these requirements are incomplete or inadequate, each Party will apply its own rules.

In case both Parties, in the context of the performance of works on the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, have access to or can give access to a location where the Facilities are located that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, and thus this location may be considered to be an establishment of both Elia and the Grid User pursuant to the aforementioned Law of 4 August 1996, the Parties commit themselves to draw up a contract in accordance with article 9 §2 of the aforementioned Law of 4 August 1996.

The Parties shall make the necessary lighting, heating, sockets, water, water discharge, electricity and other necessary equipment available to each other without compensation and in so far these are available.

Every Party shall ensure that they, and/or the persons under their supervision, respect the rights of the other Party as regards the property and/or use, the access and effective control of all or part of the Facilities that may have an influence on the safety, reliability and/or efficiency of the Elia Grid.

Article 19: Works, exploitation and maintenance of the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid

Appendixes 2 & 3 contain the arrangements that concern, without prejudice to the other clauses of this Contract, the operation and the maintenance of the Connection Facilities.

If applicable, the Grid User shall provide Elia in real time with the metering data and signalisations that are necessary for the implementation of the arrangements made in the context of the exploitation and maintenance in the Connection Point. The technical characteristics of the provided signals have to be adapted to the tele-installations used on site by Elia for the concerned data exchange towards its control centre in charge of the exploitation of the Connection Facilities. The costs related therewith shall be born by the Grid User.



Appendixes 2 & 3 further contain the procedures concerning respectively the operation and the maintenance with respect to the Facilities of the Grid User that may have an influence on the safety, reliability and/or efficiency of the Elia Grid.

Finally, Appendixes 2 & 3 also contain the provisions and specifications with which the Grid User must comply, including those concerning the technical characteristics, the metering and counting, the changes in operating modes and the functionalities of the security systems.

All manipulations for taking into or out of service high voltage facilities must be configured in accordance with the operation notes edited by Elia in consultation with the Grid User and which are put at its disposal following the latter's request.

The instructions concerning the actions on the switching procedures must be complied with by the Parties at all times.

Works and maintenance related to the Connection Facilities will be scheduled based on a consultation with the Parties and on the dates communicated by them.

The Parties shall coordinate their planning for the maintenance and works so as to limit the unavailabilities of the grid elements and the risk of interruption of the supply of transmission services to the Grid User to a reasonable minimum. They shall do this without taking risks related to the safety of persons, whether known or unknown to a Party, and the safety, reliability or efficiency of the Elia Grid, without making unnecessary costs and without prejudice to article 9 of the Contract. The applicable directives are included in Appendix 2.

The Grid User will ensure that Elia is entitled and has the possibility to carry out works and/or maintenance, if necessary. The space necessary for the placement of additional or complementary connection equipment will be allocated on the basis of an agreement between the Grid User and Elia.

Article 20: Data exchange

Elia will make the validated metering data available in accordance with the legal and regulatory provisions and at least on a monthly basis.

The validated metering data concern the following quarter-hourly metering data per Access Point:

| | | |
|---------|------------------------|---|
| A+ (P+) | Positive active energy | Active energy from the Elia Grid to the Grid User |
|---------|------------------------|---|



| | | |
|---------|----------------------------|---|
| I+ (Q1) | Positive inductive energy | Inductive energy with positive active energy from the Elia Grid to the Grid User |
| C- (Q4) | Negative capacitive energy | Capacitive energy with positive active energy from the Elia Grid to the Grid User |

In case of an injection from the Facilities of the Grid User towards the Elia Grid, the validated metering data will concern the following quarter-hourly metering data per Access Point:

| | | |
|---------|----------------------------|---|
| A- (P-) | Negative active energy | Active energy from the Grid User to the Elia Grid |
| C+ (Q2) | Positive capacitive energy | Capacitive energy with positive active energy from the Grid User to the Elia Grid |
| I- (Q3) | Negative inductive energy | Inductive energy with positive active energy from the Grid User to the Elia Grid |

Elia provides the non-validated metering data to the Grid User on a daily basis, and to the extent that the resources are reasonably available.

As concerns the non-validated metering data that may be provided by Elia, Elia does not guarantee their completeness and correctness. Elia cannot be held liable for any damage related to these non-validated metering data.

The Parties can, outside of the framework of this Contract, agree to enter into a contract for the provision of metering data, in addition to the data that follow from the application of this Contract, against payment of the costs related to the provision of these data.

Without prejudice to the obligations in the framework of the provision of ancillary services pursuant to the Grid Code Transmission, the data requirements with regard to the Facilities that are made available by the Grid User on the Connection Point to Elia, for the security and reliability of the Connection and the Elia Grid, are defined in Appendix 4.

In so far as Elia is not the Owner and not, in accordance with article 12.2.4.2, charged with all tasks mentioned in article 12.2.2. ("Full-size"-management), the Grid User shall be



responsible for the provision of the following metering data to Elia for the Generation Units connected to the Facilities of the Grid User with a power above 25 MVA.

| | | |
|---------|----------------------------|---|
| A+ (P+) | Negative active energy | Active energy from the Facilities of the Grid User to the Generation Unit |
| I+ (Q1) | Positive capacitive energy | Inductive energy during positive active energy from the Facilities of the Grid User to the Generation Unit |
| C- (Q4) | Negative inductive energy | Capacitive energy during positive active energy from the Facilities of the Grid User to the Generation Unit |
| A- (P-) | Negative active energy | Active energy from the Generation Unit to the Facilities of the Grid User |
| C+ (Q2) | Positive capacitive energy | Capacitive energy during positive active energy from the Generation Unit to the Facilities of the Grid User |
| I- (Q3) | Negative inductive energy | Inductive energy during positive active energy from the Generation Unit to the Facilities of the Grid User |

Article 21: Administrative authorisations

Without prejudice to the legal and regulatory provisions, each Party who owns Connection Facilities and who is pursuant to article 12.2.2. responsible for the tasks mentioned in article 12.2.3. (“Full-size”-Management) shall be responsible for obtaining the town-planning permit, environmental permit, road permit, declaration of public utility and other possible permits or authorisations necessary for the construction, modification and the management of these Connection Facilities. In so far as the Party responsible for the tasks mentioned in article 12.2.2. (“Full size” – management) is not the Owner of the Connection Facilities, the necessary permits for these tasks will be transferred. In addition, every Party shall be responsible for obtaining the necessary authorisations and permits required by the competent authorities for its own works, without prejudice to the legal and regulatory provisions and unless the Parties have otherwise agreed. Each Party shall deliver at the request of the other Party all necessary information in order to be able to file the required authorisation requests.

Each Party commits itself to undertake the necessary measures in order to obtain the approval from the competent authorities or from the certified control organisms.



The Parties agree that the holder of the permit and the declaration of public utility shall be regarded as being the manager of these Connection Facilities pursuant to the GCEF and, inter alia, in this capacity be responsible for the communication of the information about lines and cables pursuant to article 192 GCEF.

Article 22: Liability of the parties under the contract

22.1. Relationship with other contracts

The liability of the Parties for damages resulting from a interruption of the access to the Elia Grid (from the perspective of the Elia Grid this is as far as the Access Point), is governed by the Access Contract and is consequently not governed by the liability regime defined hereinafter.

Without prejudice to the preceding paragraph, the following provisions of this article are applicable to all situations where the liability of a Party comes up in the context of this Contract; these provisions are applicable to all rights, claims for redress or compensation to which the Parties are entitled, irrespective of the circumstances in which they occur, in the framework of this Contract and/or the (non-)performance thereof.

The amounts mentioned in the following provisions of this article will be subject to an annual indexation on the anniversary of the signing of this Contract, based on the consumer price index in Belgium for the month preceding the anniversary of the signing of this Contract (the "new index"). The adapted amounts shall be calculated in accordance with the following formula: the relevant amount multiplied by the new index and divided by the initial index. The initial index is the consumer price index in Belgium for the month preceding the month during which the Contract entered into force in accordance with article 10 of this Contract.

22.2. Limitation on Liability

Without prejudice to article 22.1 of this Contract, and within the limits of any legal and/or regulatory payment obligations, the Parties are liable one to the other only and exclusively for damage caused through deceit, wilful misconduct, gross negligence or ordinary fault committed by one of the Parties, as well as by any customers and/or producers connected to the Facilities of the Grid User, against the other Party in the context of this Contract.

Except in the case of deceit or wilful misconduct, the Parties shall not be liable to each other for damage other than Direct Damage and this exclusively within the following limits:

In case of a gross negligence of a Party, the latter's liability for the Material Direct Damage shall be limited to a maximum amount of 2.500.000 EUR for each case of damage and per

year, provided that the Material Direct Damage can only be compensated in so far as this fault causes an interruption of the Connection of at least thirty seconds. The liability of a Party, resulting from gross negligence, for Immaterial Direct Damage is limited to an amount of 500.000 EUR for each case of damage and per year, subject to the condition that this Direct Immaterial Damage can only be compensated in case the fault leads to an interruption of the Connection of at least three minutes and in so far as the Immaterial Direct Damage is caused by the Material Direct Damage.

In case of a ordinary fault of a Party, the latter's liability shall be limited to the Material Direct Damage and to an amount of maximum 1.000.000 EUR for each case of damage and per year, it being understood that:

- this Material Direct Damage can only be compensated in so far as this fault causes an interruption of the Connection for at least three minutes and
- the compensation for this Material Direct Damage is limited to maximum 300 EUR for each MWh that could not be injected and/or taken off at an Access Point because of that fault, for the duration of the interruption.

The limitations on liability provided by this article apply to all claims per site of the Grid User, as indicated in article 7 of Appendix 1, with inclusion of all Connection Facilities for such a site.

Except in case of deceit or wilful misconduct, the liability of Elia will never surpass the amount of 5.000.000 EUR per global case of damage with a unique cause, that has occurred in the context of a connection contract, with consequences for several grid users for the totality of the connection contracts entered into by Elia. If the total amount of the damages surpasses the amount of 5.000.000 EUR, this maximum compensation amount shall be subject of a pro rata allocation among the grid users.

22.3. Obligation to damage limitation

With regard to events or circumstances for which one of the Parties is liable, or in relation to which that Party is obliged for whatever reason to take steps or implement resources, the other Party shall take the appropriate measures which might reasonably be expected to limit the Damage, taking into account the interests of each of the Parties.

22.4. Notification of claim for damages

As soon as one of the Parties has knowledge of any claim for compensation (including claims for compensation arising out of a claim from a third party) from which the Party might be able to claim redress from the other Party, that Party shall notify the other Party thereof without delay. Notification shall be given by means of a registered letter mentioning the



nature of the claim, the amount thereof (if known) and the method of calculation, all of which in reasonable detail and with reference to the legal, regulatory or contractual provisions on which the claim might be based. Without prejudice to the aforementioned, that Party shall notify the other Party as soon as possible about these elements.

Article 23: Insurance

Each of the Parties shall take out the necessary insurance policies in relation to their obligations and liabilities under the Contract. Consequently, the Parties shall provide for the following insurances throughout the duration of the Contract:

- insurance against accidents at work;
- insurance for civil liability (including professional liability and after-delivery).

Article 24: Miscellaneous provisions

24.1 Modifications of the contract

Elia has the right to modify the general conditions of this Contract subject to approval in accordance with the applicable Grid Code.

These modifications shall be applied to all ongoing Connection Contracts with Elia and will, taking into account the planned modifications and requirements related to the reliability, the safety, and/or the efficiency of the Elia Grid, become applicable on the same date, as indicated in the notification via registered mail with acknowledgement of receipt, sent by Elia to the Grid User, but however not earlier than 14 Days after such notification.

The future rules implementing the third directive concerning the common rules for the internal electricity market and repealing Directive 2003/54/EC, can have an impact on those situations described in this Contract that might be qualified as a closed distribution system under such future legislation. In such cases the Contract shall be amended on the relevant points in accordance with this article.

24.2 Notification

Unless expressly provided otherwise in this Contract, the notification shall occur in a valid way to each of the Parties by way of electronic mail, registered mail, fax (with regular acknowledgement of receipt) or by way of delivery with acknowledgement of receipt at the address of the respective contact persons as mentioned in Appendix 7 or on any other address that one of the Parties notifies to the other for the purposes of this provision.



Every modification by a Party of the contact details as mentioned in Appendix 7 has to be communicated to the other Party by way of registered mail. A modification of the contract shall therefore only be binding upon the other Party as from the third Working day following the sending of the registered letter.

In the context of the exploitation and in order to increase the safety of the oral exchange of information between the Parties and/or their representatives, including the employees, both Parties agree that the oral communication, with inclusion of the telecommunication, shall be recorded. Before proceeding with suchlike communication, the Parties inform their representatives as well as the employees who communicate with the other Party of the fact that these conversations are recorded. The Parties undertake the necessary measures for a safe storage of these recordings and to limit the access to these recordings to people demonstrating their access thereto is necessary. The aforementioned recordings cannot be used against a natural person in a complaint procedure.

24.3 Transfer of obligations

Each of the Parties undertakes to transfer the rights and obligations arising from the Contract neither wholly nor in part (including any transfer as a result of merger, split or transfer or contribution of a generality or a branch of business (whether or not under the automatic transfer rules)) to a third party without the prior, express and written consent of the other Party, who shall not reasonably withhold or delay such consent, especially as concerns a possible merger or split up of companies.

This Contract, with the rights and obligations arising therefrom, can nevertheless be freely transferred to companies which are considered as associated to one of the Parties within the meaning of Article 11 of the Belgian Company Code, on condition however that the transferee undertakes to transfer such rights and obligations back to the transferor (and the transferor undertakes to accept them) as soon as the association between the transferor and the transferee ceases to exist.

24.4 Complete agreement

Without prejudice to the application of the relevant laws and regulations, the Contract and its Appendices comprise the complete agreement between the Parties and contain all agreements that were reached between the Parties within the framework of this Contract.

The Grid User irrevocably and unconditionally accepts that its general purchasing conditions or other general conditions in no way apply to the rights and obligations of the Parties in relation to the Access to the Elia Grid. This exclusion shall remain in force throughout the duration of the Contract, notwithstanding any subsequent correspondence



from the Grid User whereby the latter might propose the applicability of its general purchasing conditions or other general conditions.

24.5 Renunciation

The fact that one of the Parties refrains from demanding strict compliance by the other Party of any of the provisions and conditions laid down in this Contract or refrains from invoking a default from the other Party as well as a delay in the exercise of certain means of redress under this Contract, may not be construed as a continuing renunciation thereof. The same will apply in case of a non-recurring or partial exercise of a right or redress.

24.6 Severability

If one of the provisions in the Contract proves to be null, illegal or unenforceable, this shall not affect the validity of the other provisions. In case such nullity, illegality or unenforceability affects the rights of a Party, both Parties shall immediately and in good faith undertake all efforts to negotiate a legal and valid provision with the same economic consequences.

24.7 Priority over all previous agreements

Both Parties confirm that this Contract supersedes and replaces the provisions of the Access contract with Elia concerning the conformity and payments with regard to the Connection referred to in this Contract, as agreed on respectively by the Grid User and/or the access holder appointed by him (being the contracting party of Elia of the Access Contract, for the Access Point referred to in this Contract), or at least precedes the aforementioned existing agreements.

24.8 Continued effect

To the extent that a Party, via contracts for services, sale contracts, lease contracts and/or other contracts, shall rely, or has to rely, on one or more third parties for the performance of all or part of its contractual obligations, this Party shall, without prejudice to more severe clauses of this Contract, make all necessary and reasonable efforts in the context of its contractual relations with these third party(ies), in order to ensure that such intervention of these third parties does not constitute a barrier or obstacle for the exercise by this other Party of all of its contractual rights and obligations, vis-à-vis the first Party. The intervention of the third party does not affect the liability, under this Contract, of the Party relying on this third party for the performance of all or part of its obligations under this Contract.

24.9 Applicable law



This Contract is governed by and interpreted in accordance with Belgian law.

Drawn up in [•], on [•], in [•] originals, of which each Party concerned acknowledges having received one. The official version has been drawn up in [Dutch/French]; the English version is purely informative and may not be used in the interpretation of the Contract.

[GRID USER]

Name: _____ [•]

Name: _____ [•]

Title: [•]

Title: [•]

Elia Transmission Belgium S.A./N.V.

Name: _____ [•]

Name: _____ [•]

Title: [•]

Title: [•]

PART II: PARTICULAR CONDITIONS

- Appendix 1: Description of the Connection Facility(ies), the Facility(ies) of the Grid User that may influence the safety, reliability and/or efficiency of the Elia Grid, and the metering equipment as well as the protections.
- Appendix 2: Procedures regarding the exploitation of the Connection Facilities and the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid, as well as the contacts related to the rescue code and the restoration code.
- Appendix 3: Agreements relating to the maintenance and other interventions in the Connection Facilities and the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid.
- Appendix 4: Metering and counting as well as data exchange
- Appendix 5: Power Quality & Electromagnetic compatibility
- Appendix 6: Payments
- Appendix 7: Contact details of the Grid User and Elia



- Appendix 8: Execution modalities and periods with regard to the realization of a new Connection or a substantial modification of an existing Connection or the Commissioning of a Generation Unit
- Appendix 9: Plans and Diagrams
- Appendix 10: System Defense and Restoration Plan

Appendix 1: Description of the Connection Facility(ies), the Facility(ies) of the Grid User that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, and the metering equipment as well as the protections.

This Appendix describes the Connection Facility(ies) as well as the Facility(ies) of the Grid User that may have an influence on the safety, reliability and/or efficiency of the Elia Grid, [•] located at [•] and more in general, the technical characteristics of these Facilities, the specific and technical minimum requirements, the property rights and the references of the single-line diagram.

1. Description of the Facilities

1.1. High voltage facilities (HV):

- a) First Connection Bay (from the Elia Grid)
- b) Other Connection Facilities

- c) Facilities of the Grid User
- d) Property rights and/or rights of use

1.2. *Low voltage facilities (LV):*

1.2.1. Table with case numbers

| Case No. | Name of the case | Post | Property |
|----------|------------------|------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

1.2.2. Elia-post

- a) Technical aspects of protections
- b) Measurements
- c) Power Quality
- d) Telecontrol, telesignalling and telesecurity
- e) Property rights and/or rights of use

1.3. *Buildings and grounds*

2. Protections

The applied protections, together with their specifications as well as the property rights are mentioned above. Every modification, renewal or replacement of the applied protections as well as every modification, for whatever reason, of the control parameters and/or parameter configuration of the protections by one of the Parties has to be notified to the other Party. The control parameters as well as the parameter configuration are determined by Elia after consultation with the Grid User. The applicable security diagram for the Facilities of the Grid User is subject to Elia’s prior approval.

3. Specific Facilities Generation Units

In the event of the loss of connection with the General Grid, the Generation Unit must disconnect and resynchronise once supply is restored.

Disconnection and resynchronisation must be performed at the Grid User’s end.



List of synchronous Generation Units with the Elia Grid located on the Grid User's premises:
 this list is considered exhaustive. The Grid User must notify Elia of any modification thereof by means of an amendment to the list.

| EAN | Name of Access Point | Name of Generation Unit | Max. power MW (*) | Type of fuel | Commissioning date (dd/mm/yy) | Substantial modification to the unit (if made after 1 October 2002) Date + brief description | Meter |
|-----|----------------------|-------------------------|----------------------|--------------|----------------------------------|---|-------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(*) "Maximum Power of a Generation Unit already in service": Expressed in megawatt (MW) and linked to a specific Access Point as set out in **Appendix 1**.

4. Single-line diagrams

The Parties will provide each other with the single-line diagrams of the relevant Connection(s). The Parties will inform each other about any modifications to these single-line diagrams. These single-line diagrams will serve as a basis for more specific diagrams. The single line diagrams are included in Appendix 9.

5. Access Point(s) with the Off-take/Injection Connection Capacity and the Power Supplied for Off-take/Injection per Access Point

| EAN | Name of Access Point | NACE code | Tariff level | Power Supplied for Off-take (MVA) | Power Supplied for Injection (MVA) |
|-----|----------------------|-----------|--------------|-----------------------------------|------------------------------------|
| | | | | | |
| | | | | | |

7. Geographic location (including address, location maps, ... for the Connection Facilities)

Insert an aerial photo
+postal address below the photo

8. Specific provisions concerning the short-circuit capacity

[•]

9. Technical and functional characteristics applicable to the Facilities of the Grid User

[•]

10. Technical and functional characteristics applicable to the Connection Facilities

[•]

Appendix 2: Procedures concerning the exploitation of the Connection Facilities and the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid, as well as the contacts related to the rescue code and the restoration code.

1. Contact details Exploitation

See Appendix 7

2. Exploitation diagrams

The exploitation limits are clearly indicated on the single-line diagram in consultation with the Grid User (See Appendix 9)

These single-line diagrams shall provide the following minimum information:

- The first visible interruption of every Party;
- All high voltage elements that possibly can bring the Facilities to be isolated under voltage;
- The responsibilities as regard the manipulations; and
- The exploitation limits as agreed between the Parties.

The names of the high voltage bays and equipment are to be determined in consultation with the Grid User.

3. Specific exploitation procedures that may influence the safety, the reliability and/or efficiency of the Grid User as agreed between Elia and the Grid User

[•]

4. Planning

The security, reliability and/or efficiency of the Elia Grid require maintenance and other works to the Elia Grid and the Facilities. Therefore, in order to enable these works, one should be able to disconnect the Facilities from the Grid and make them unavailable. The following directives apply:

In general, and without prejudice to other requirements from the Grid Codes or other contractual agreements between Elia, on the one part, and, on the other part, the Grid User, the access holder or Balance Responsible Party, Elia will inform the Grid User in year Y-1 and in due time of the planning of the necessary maintenance works to the Elia Grid and the Facilities that may have an influence on the safety, reliability, and/or efficiency of the Elia Grid and that are owned by Elia or for which Elia is responsible for all the tasks mentioned in article 12.2.2. ("Full-size"-management), when these maintenance works will have to be carried out in year Y and may have an impact on the availability of the Connection. This planning takes into account the duration of any possible unavailabilities of these net elements.

Parties will consult each other on the period in which these works and possible unavailabilities will take place.

No special interventions are planned for short unavailabilities of the net elements (= a few Working Days/Year). To the extent possible an emergency scenario may be developed at the request of the Grid User.



Long lasting unavailabilities of the net elements (more than 1 week unavailability) without the possibility for recuperation will give rise to an analysis of the necessity of this unavailability, an assessment of the risks and a cost/benefit-analysis of the possible alternatives.

The reasonable costs for the measures to mitigate the risks of the unavailabilities or to limit the impact of the consequences are borne by the Party for which these measures with regard to its facilities have been taken. These costs will be subject of a prior consultation with the other Party. In case no agreement regarding the costs can be reached this will not affect the security, reliability or efficiency of the Elia Grid and the necessity to carry out the necessary works for this.

In week W-5 before the week in which the works and the unavailability are planned, Elia / the Grid User will notify the Grid User / Elia about the planned unavailability. The unavailability has to be confirmed in week W-1 before the week in which the works and unavailability are planned.

5. Specific agreements between Elia and the Grid User

[•]

6. Contacts related to the rescue code and the restoration code

6.1. Contact for the Connection of Off-takes

See Appendix 7

6.2. Contact for the Connection of Generation Units

See Appendix 7

7. Statistical and dynamic stability requirements for Generation Units:

[•]

8. Abbreviations used in the note or switching procedure

| | |
|-------|--|
| NEX: | Net Exploitation |
| GS: | Grid Services (prev. Maintenance Department) |
| SAN: | Northern Service Area |
| SB: | Responsible manipulator |
| LVB: | Responsible of local safety |
| WL: | Work Leader |
| WVG: | Work Permit |
| ATBE: | Certificate of provision by Elia |
| ATBN: | Certificate of provision by the Grid User |



AIV: Security certificate
BVC nr.: Operation number (number to transfer the facility to the GS)

High voltage equipment

DV: Circuit breaker
SR: Rail disconnecter
SL: Line disconnecter
SAT: Earthing disconnecter
SAT DR: Earthing disconnecter between DV and SR
SAT DL: Earthing disconnecter between DV and SL
TP: Voltage transformer
TI: Current transformer
SI: Load breaking disconnecter
S0: Quick break disconnecter

Appendix 3: Agreements relating to the maintenance and other interventions in the Connection Facilities and the Facilities that may influence the safety, reliability and/or efficiency of the Elia Grid.

1. Contact details Maintenance

See Appendix 7

2. Maintenance of the Facilities

The maintenance perimeter shall be determined together with the Grid User and be indicated on the single-line diagram as included in Appendix 9. If necessary, the perimeter shall be described therein.

3. Maintenance of the buildings and terrains

Every Party shall be responsible for the maintenance and repair of the buildings and grounds owned or used by it based on rights of use granted to it by a third party.

If, upon an inspection executed by Elia, Elia would find problems related to the buildings and/or terrains owned by the Grid User or used by it on the basis of rights of use granted to it by a third party, the Grid User shall be informed about these problems. The Grid User shall be responsible for:

- The cleaning of the buildings ;
- The maintenance of the green zones;
- If necessary, to clear the terrain of rats;
- Maintenance of the buildings;
- Maintenance of the cooling and heating systems;
- Control and maintenance of the fire protection system;
- etc.

4. Normal, periodical maintenance of the Connection Facilities

The general rules that have to be complied with by the Party responsible for the management as mentioned in article 12.2.2. ("Full-size"-management) with regard to the normal periodical maintenance are listed in the table below. These rules describe the type and frequency of the maintenance in function of the equipment.

| Type of equipment | Maintenance description | Decommissioning necessary | Frequency |
|-----------------------------|-------------------------------------|----------------------------------|------------------|
| High voltage equipment (HV) | Preventive inspection HV-substation | no | [•] |
| High voltage equipment (HV) | Analysis oil HV power transformers | no | [•] |

| | | | |
|---------------------------------------|--|--|-------------|
| High voltage equipment (HV) | Preventive thermographic analysis of the HV-equipment (open cells / AIS) | no | [•] |
| High voltage equipment (HV) | Preventive maintenance of the HV-equipment | yes | [•] |
| High voltage equipment (HV) | Preventive maintenance of the HV-transformers | yes | [•] |
| High voltage equipment (HV) | Maintenance and revision of the tap changer of the HV transformers | yes | [•] |
| High voltage equipment (HV) | Cleaning of the HV Isolators | yes | [•] |
| Low voltage equipment (LV) | Maintenance of the pulsated air compressors HV | no | [•] |
| Low voltage equipment (LV) | Preventive maintenance of the LV equipment | yes | [•] |
| Low voltage equipment (LV) | Installation of the equipment necessary for the emergency plan | In function of the Facility | [•] |
| Low voltage equipment (LV) | Control of the batteries (110 V DC and 48V DC) | No, only the batteries have to be decommissioned | Once a year |
| Low voltage equipment (LV) | Periodical discharging of the batteries, in function of the technology and the lifetime of the battery | No | [•] |
| Low voltage equipment (LV) | Control of the counting | The interruption is dependent on the necessity to inject current in the counting circuit | [•] |
| Underground connections / cables (HV) | Control of the tray in order to detect accidental damage to the cable hose in case of an accident, caused by third parties or other external factors | Yes | [•] |

| | | | |
|---------------------------------------|--|----|-----|
| Underground connections / cables (HV) | Inspection of the cable route on the public domain (in 70 kV and higher) | no | [•] |
| Connections / Lines (HV) | Thermographic analysis, on the lines of 150 kV and higher. performance by a certified institution. | no | [•] |
| Connections / Lines (HV) | Metering of the earth impedance by a certified institution | no | [•] |

5. Safety measures and procedures

5.1. Manipulations

a) Certificate of provision Grid User / Elia (ATBN/ATBE)

This document, drawn up by one of the Parties, certifies to the other Party that said other Party has taken safety measures and that the relevant and demanded net element has been provided to the requesting Party. These certificates will be exchanged between the Parties as agreed.

The certificate of the Grid User (ATBN) will be sent to: [•]

The meaning of the certificates has been explained to the Grid User. A template of the certificate Elia (ATBE) has been provided to the Grid User. These certificates shall expressly mention the visible interruptions and short circuit resistant earthing.

b) Work Permit (WVG)

In case Elia carries out works on the Facilities owned by the Grid User, the Grid User will, without prejudice to other agreements, provide Elia with a Work Permit containing the necessary information.

The Work Permit of Elia will be applicable for Facilities for which Elia is responsible for carrying out the tasks mentioned in Article 12.2.2. ("Full-size"-management).

The Work Permit shall be provided to the work leader in the substation [•]

A template of the Work Permit of Elia shall be provided in the attachment.

5.2. Works

A Party shall inform the other Party prior to the start of the works of:



- the specific risks related to its Facilities as well as the safety measures to be taken;
- the specific risks related to its activities;
- the general and specific safety measures that are applicable to its facility.

5.3. *Earthing (fix and removable)*

As regards the earthings, every Party is, without prejudice to other agreements, responsible for the resistance to short circuit of the earthings of its property.

5.4. *Safety equipment*

Every Party shall use its own safety equipment.

6. Specific maintenance procedures that may have an influence on the safety, the reliability and/or the efficiency of the Grid User as agreed between Elia and the Grid User

7. Specific agreements between Elia and the Grid User

7.1. [.]

7.2. Execution of article 12 of the General Conditions

Strike out whichever is not applicable

- First Connection Bay:

- Article 12.2.4.1.
- Article 12.2.4.2

- Other Connection Facilities

- Article 12.2.4.1.
- Article 12.2.4.2

8. Maintenance perimeters

8.1. *HV-maintenance perimeter*

8.2. *LV-maintenance perimeter*

8.2.1. Table with cabinet numbers

| Case No. | Name of the case | Post | Maintenance |
|----------|------------------|------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |



| | | | |
|--|--|--|--|
| | | | |
| | | | |

Appendix 4: Counting and metering as well as data exchange

1. Contact details counting and metering

See Appendix 7

2. Description of the metering equipment

The metering equipment for invoicing as described in point 2.1 and 2.2 of this Appendix shall be located in the substation of [•].

As regards the elements mentioned below, one must also indicate on the single-line diagram the type, the precision, the property rights, the management and the reference.

2.1. Current and voltage transformers

[•]

2.2. Metering equipment

[•]

3. Counting schemes – metering points

| Metering point (EAN – GSRN – Code) | Shortname | Localisation |
|---------------------------------------|-----------|--------------|
| | | |
| | | |
| | | |

4. Conversion formulas

In case the metering point does not correspond with the Connection Point, Elia will correct the metering data in order to take into account losses and other deviations, caused by this non-correspondence of those two points.

Elia shall determine the calculation method for the systematic deviation while taking into account the characteristics of the facilities between the metering point and the Connection Point.

The Parties shall formally inform each other in case of possible modifications to these single-line diagrams

Calculation method:

[•]

5. Characteristics and criteria for the conformity of the metering equipment

5.1. Rules

| | |
|--------------------|---|
| EN – IEC 60687 | Alternating current static watt-hour meters for active energy (classes 0,2 S and 0,5 S) |
| EN – IEC 61268 | Alternating current static var-hour meters for reactive energy (classes 2 and 3) |
| EN – IEC 60044 - 1 | Instrument transformers – Part 1: Current transformers |
| EN – IEC 60044 – 2 | Instrument transformers – Part 2: Inductive voltage transformers |
| EN – IEC 61107 | Data exchange for meter reading, tariff and load control – Direct local data exchange |

5.2. Periodicity of the metering data

The counting of the active and reactive energy will be carried out per time interval. The duration of this time interval is 15 minutes.

5.3. Precision class

The precision class of the meters for active energy is 0,2s and 0,5s for reactive energy.

5.4. Electric link between devices

Every cable connection between a current or a voltage transformer and a meter has to be as short as possible.

The section of the connection wires between the meters and the current transformers will be at least 4 mm². The section of the connection wires between the meters and the voltage transformers will be at least 10 mm².

The connection wires to the current and voltage transformers may not be combined in the same cable.

5.6. Calibrations

The calibration of the metering equipment shall be carried out prior to the entering into service of the metering equipment. Subsequently, a calibration will take place every 5 years. The Party who is the Owner of the metering equipment will have this calibration carried out or will carry it out itself. In case this is Elia, Elia will provide the Grid User with a calibration report, within 15 Days after the request of the Grid User. In case this is the Grid User, it will deliver the calibration report within two weeks after the calibration to Elia.



6. Transitory provisions

The metering equipment that is in service on the moment this Contract is signed and that is not in conformity with the provisions contained in this Contract, shall be made compliant with this Contract in case this metering equipment may cause damage to the Grid User, to other off-takers and/or producers connected to the Facilities of the Grid User or to Elia.

Appendix 5: Power Quality & Electromagnetic compatibility

5.1. Variations of voltage

(i) The supply transformer is part of the Facilities of the Grid User.

Elia undertakes to apply all reasonably available means, in order to provide, under the normal exploitation conditions as described in rule EN 50160, at the Connection Point a voltage level that will not deviate for 99% of the time from the maximum +/- 10% of [•] kV.

The evaluation takes place based on values of 10 minutes corresponding to the measurement methods as described in rule EN 50160.

With regard to the characteristics of the voltage of the Facilities of the Grid User one shall use the framework of reference included in **Appendix 1** of the Grid Code Transmission.

The Grid User will have to place a tap changer on its supply transformers, allowing to comply with at least the above mentioned provisions in function of its needs.

(ii) The supply transformer is part of the Connection Facilities.

Elia undertakes to apply all reasonably available means, in order to provide, under the normal exploitation conditions as described in rule EN 50160, a voltage level on the high voltage side of the supply transformer that will not deviate for 99% of the time from the maximum +/- 10% of [•] kV.

The evaluation takes place based on values of 10 minutes corresponding to the measurement methods as described in rule EN 50160.

With regard to the characteristics of the voltage of the Facilities of the Grid User one shall use the framework of reference included in **Appendix 1** of the Grid Code Transmission.

The supply transformers are a part of the Connection Facilities and possess the following characteristics: a control area from [•] to +[•] % and a control threshold of [•] %.

5.2 Disturbing Facilities

This article 5.2 describes the additional measures to be undertaken by the Grid User in case of the connection to the Elia Grid of disturbing Facilities.

In case disturbing Facilities of the Grid User are connected to the Elia Grid, this appendix determines the planning levels, the emission limits, the applicable specific rules and monitoring of such Facilities.,



The reference short circuit power for the evaluation of the disturbance levels resulting from the Grid User's Facilities amounts to [•] MVA. The evaluation procedure for the disturbance levels is described in the technical reports IEC 61000-3-6, IEC 61000-3-7 and in the procedure Synergrid C10/17 "Power Quality Requirements" for the users connected to the high voltage grids.

The limits for the disturbing facilities are provided in the procedure Synergrid C10/17. They are applicable without any reservation, unless the Power Quality study defines other limits.

(If applicable, the limits shall be mentioned below)

Appendix 6: Payments

Description of the Connection Facilities to determine the payments based on the Connection Tariff.

| Type of Facility, included the voltage level + the length in km + the number of wire sets in case of lines + MVA in case of Transformers | Activation date | Management and compensation for maintenance / compensation for the completion and substantial modification | Data and amounts for possible financial interventions made by the Grid User |
|--|-----------------|---|--|
| | | | |
| | | | |
| | | | |

Appendix 7: Contact details of the Grid User and Elia

7.1 Contact persons Grid User

| | |
|--|--|
| Contact person Contractual Relations | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Exploitation of the Connection (24h/24h) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Maintenance | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact persons Planning | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact persons analysis of incidents | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Counting and Metering | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Off-takes (24h/24h) | |



| | |
|--|--|
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Off-takes (outside working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Generation Units (during working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Off-takes (outside working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Invoicing | |
| Name: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Invoice address: | |
| Enterprise: | |
| Address: | |
| Enterprise number: | |
| Tax representative in Belgium (if applicable) | |
| Enterprise: | |
| Address: | |
| Enterprise number: | |

7.2. Contact persons Elia

| | |
|--|-------|
| Contact person Contractual Relations | |
| Name: | [KAM] |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Exploitation | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Maintenance | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Counting and Metering | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Off-takes (during working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Off-takes (outside working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Generation Units (during working hours) | |
| Name: | |
| Address: | |



| | |
|---|--|
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person in the framework of the rescue code and the restoration code for the Connection of Generation Units (outside working hours) | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax.: | |
| E-mail: | |
| Contact person Invoicing | |
| Name: | |
| Tel.: | |
| Fax.: | |
| Contact persons Planning | |
| Name: | |
| Address: | |
| Tel.: | |
| Fax: | |
| E-mail: | |
| Contact persons analysis of incidents | |
| Name: | |
| Address: | |
| Tel: | |
| Fax: | |
| E-mail: | |
| E-mail: | |
| Invoice address | |
| Company: | |
| Address: | |
| Company number: | |

Appendix 8: Execution modalities and periods with regard to the realization of a new Connection or a substantial modification of an existing Connection, or the Commissioning of a Generation Unit

1. For Elia:

1.1. Assumed execution period

[•]

| EAN | Name of Access Point | NACE Code | Tariff level | Connection capacity for Off-take (MVA) | Connection capacity for Injection (MVA) | Suggested execution date |
|------------|-----------------------------|------------------|---------------------|---|--|---------------------------------|
| | | | | | | |
| | | | | | | |

1.2. Assumed date of commissioning

[•]

The execution period and commissioning date applicable to Elia shall be determined to the best of its ability, taking into account the project schedules of both Parties as well as the impact of possible or necessary adjustments to the work of the Grid User in addition to unknown aspects, such as the influence of the non-binding nature of decision-making and other deadlines for the authorities, restrictions resulting from the rights of third parties, litigation or other actions by third parties, on the implementation of the necessary adjustments to the urban planning tools (e.g. sector plans, BPA, RUP) and obtaining the necessary permits. This term is therefore set at [**] Business Days but shall be suspended as long as all these conditions are not finally met, which shall be notified to the Grid User. This period shall also be extended insofar as the Grid User's failure to execute the works or fulfil other obligations prevents ELIA from meeting its deadline. Subject to stricter legal provisions, Elia will not be bound by any obligation of result with regard to the Grid User and does not assume any responsibility for the potential occurrence of any of the above-mentioned delay factors beyond its control, but shall undertake to regularly consult the Grid User on these aspects and exchange information, with a view to finding solutions, including taking mitigation measures at a reasonable cost.

2. For the Grid User:

| <u>EAN</u> | <u>Name of Access Point</u> | <u>Name of Generation Unit</u> | <u>Maximum power MW(*)*</u> | <u>Type of fuel</u> | <u>Assumed commissioning date (dd/mm/yy)</u> |
|------------|-----------------------------|--------------------------------|-----------------------------|---------------------|--|
| | | | | | |
| | | | | | |

(*) "**Maximum Power of a Generation Unit to be commissioned**": Expressed in megawatt (MW) and linked to a specific Access Point as specified in **Appendix 8**.

3. General execution modalities

In order to ensure the safety, reliability and/or the efficiency of the Elia Grid, the Connection Facilities will have to meet the requirements of Elia as regards the materials used and the modalities of execution.

Therefore each Party disposes of the necessary documents with regard to the relevant Connection Facilities of which it is the Owner. Elia will provide these documents at the first request of the Grid User.

A new or substantially modified Connection can only be commissioned if, in addition to the requirements as provided for in this Contract, the Appendices to this Contract are completed.

8.2.1. Materials (High voltage material and Low voltage material)

[•]

8.2.2. Modalities of execution

[•]

8.2.3. Safety modalities and requirements

[•]

8.4. Specific modalities

[•]



8.5. Additional requirements

A new or substantially modified Connection can only be activated if each relevant Access Point has been included in an Access Contract.

8.6. Standard Form Bank Guarantee

Bank guarantee on first demand issued by bank XXX for the benefit of YYY.

To: Elia Transmission Belgium S.A./N.V., a company established under Belgian law, whose registered offices are located at 1000 Brussels, Keizerslaan 20, company registration number 0731.388.378.

Our payment guarantee references <> (to be mentioned in all your correspondence);

Our client (name and address of the Belgian instructing party) has informed us of the fact that it has entered into a connection contract with you (reference and date of the contract) with regard to the connection to the Elia Grid.

This contract provides inter alia for the issuance of an irrevocable bank guarantee on first demand for an amount of (EUR and amount in numbers) to serve as a guarantee for the payment obligations of our client. Therefore, we, bank XXX, provide you with an irrevocable and unconditional guarantee up to a maximum amount of (currency and amount of the guarantee in numbers and letters) at your first demand and without any possibility to dispute the merits of this demand.

This guarantee shall enter into force as of today.

The demand for payment under this guarantee shall only be valid if the following requirements are met:

In case the guarantee is to be sent abroad / or for the benefit of identification, every demand for payment shall occur via a bank confirming that the signatures on your demand letter bind you validly;

Every demand for payment shall us on (date of expiry of the guarantee); and

Every demand for payment shall be accompanied by your written declaration that (name of the instructing party) has not complied with the obligations under the connection contract and did not pay the amounts due, notwithstanding that you, as a supplier, delivered the services in accordance with the contract;

Every demand for payment shall be accompanied by a copy of the unpaid invoice(s) and a copy of your formal notice.



In case the demand for payment does not comply with the aforementioned requirements or has been made without any approved delivery of this guarantee, this guarantee shall be declared null with effect from the first calendar day following (date of expiry of the guarantee).

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

Appendix 9: Plans and schemes

- *Boundaries of property – Boundaries of the terrain – Connection Point – Point of Interface*
- *Management limitations maintenance of high voltage facilities*
- *Exploitation diagrams (and legends)*

Appendix 10: System defense & restoration plan

1. Rescue code

2. Restoration code