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Connection terms Eteck 2016, consumers & business for Heat and/or Heat for tap water < 100 kW and/or Cold < 10 kW and/or Source energy < 24 kW and/or a Rental heat pump < 30 kW

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Article 1 Definitions

1. The present Connection terms define these concepts as follows:

Connection: the conduit of the Supplier that connects the Internal system with the Collective system, including the Measuring unit and all other devices installed in or on that conduit by, or on behalf of, the Supplier, such as the transmission station, connection units, safety devices, heat exchangers, (components of) Set-up sets, main valves, and a Rental heat pump;

Connection terms: the present Connection terms;

Connection capacity: the simultaneously required wattage, i.e. the wattage contracted for, for all the consuming devices present at the Contracting party, whether directly, or indirectly, connected to the heat distribution;

General terms & conditions: the "General terms & conditions consumers < 100 kW Eteck 2016";

Set-up set: a combined set consisting of a Heat exchanger for space heating and/or a Heat exchanger for the preparation of warm tap water and/or the Measuring unit and/or other components intended for the transmission to the Internal system of Heat and/or Cold and/or Source energy;

Internal system: the internal conduits located at the Property, as well as the devices connected to them, intended to obtain Heat and/or Cold and/or Source energy and/or a Rental heat pump, including the control devices, the Measuring unit, and the Heat exchanger and other facilities that are necessary for the proper functioning – to the extent these control devices, the Measuring unit, the Heat exchanger, and/or the Heat pump have been installed by the Contracting party, i.e. are the latter's property – counting from the Connection, or alternatively from the seals installed on the Property by, or on behalf of, the Supplier. Conduit tubings and conduit chases with their points of access are also considered a part of the Internal system;

Source energy: the product source energy that is to be furnished by the Supplier;

Collective system: the energy-generating system of the Supplier for the generation of Heat and/or Cold and/or Source energy, and on which Connections can be created;

Contracting party: User and/or the person who submitted a request for the realisation, extension, or modification of a Connection to the Supplier;

Pressure: all mentions of pressure in the present Connection terms are listed in absolute terms;

Highrise: apartment building in which the Properties (living units) are stacked on top of each other, consisting of four or more storeys;

Rental heat pump: the heat pump made available by the Supplier to the Contracting party, for which the Contracting party pays rent to the Supplier;

Installer: the person carrying out installation of the Internal system of the Contracting party and who, according to the Supplier, is authorised and certified to carry out operations on heat- and cold-generating systems;

Conduit: the set of supply- and outflow-conduits in the Collective system;

Supplier: Eteck Exploitaties B.V. with registered legal seat in Rotterdam, or alternatively a company associated with it, that have declared, or declare, the general terms & conditions emphatically applicable;

Supply: the Supply or rendering available respectively, by Supplier to Contracting party of Heat and/or Cold and/or Source energy and/or a Rental heat pump, as described in the Agreement;

Measuring unit: the device of the Supplier intended for the determining of the dimensions of the Supply and of the data necessary for settlement, as well as for controlling consumption;

Installation space: the space where the Connection is installed;

Point of transmission: the place of passage between the Connection and the Internal system at a Property, or alternatively another location between the Connection and the Internal system to be indicated by the Supplier;

Property: any movable or immovable property, a part of it or its entirety, for the benefit of which a Connection is, or will be, realised, such matters at the discretion of the Supplier;

Rates arrangement: the decisions associated with the Agreement in which the established rates for the Supply and for other amounts or costs that are to be charged, are listed;

Transport: the Transport of Heat and/or Cold and/or Source energy to the Connection;

User: the person purchasing Heat and/or Cold < 100 kW and/or Source energy from the Supplier and/or disposes of a Connection Heat and/or Cold < 100 kW and/or Source energy and/or a Rental heat pump;

Heat and/or Cold: the products heat (space heating), cold (space cooling), and/or heating of tap water < 100 kW to be furnished by the Supplier;

Heat exchanger: a device for the transmission of heat from a warm to a cold medium, where those media remain separated by a wall.

In addition, those definitions as appear in the requirements and arrangements intended by the present Connection terms are also applicable.

Article 2 Applicability

These Connection terms are applicable to Heat Connections inferior to 100 kW, to Cold Connections inferior to 10 kW, Source energy Connections below 24 kW of evaporation output, and Rental heat pumps smaller than 30 kW of condensation output. When the Contracting party wishes to have, or has, a superior Connection capacity installed, the 'General Connection terms bigger business' of Supplier are applicable.

Article 3 Realising or modifying a Connection

Request Connection

1. Realising a Connection or modifying an existing Connection is done by submitting a request to that effect, or alternatively in another way permitted by the Supplier. If a Connection is requested by two or more Applicants, the Supplier may require joint and several liability.

Connecting and supplying

- A Connection, or the modification of an existing Connection, is only realised by, or on behalf of, the Supplier. The way and location in which the Connection will be realised, as well as the number of Connections, will be established by the Supplier, as much as possible through consultation with the Applicant. Generally, per Property one Connection will be made available.
- For the Supply on the one hand, and on the other for the realisation, maintaining, (de)activating, modifying and/or removing of a Connection, the Contracting party owes compensation to the Supplier in accordance with the rates applied by the Supplier.
- The Supplier is authorised to refuse realising, modifying, or activating a Connection, or alternatively to impose special conditions for it, so as to prevent damage to the interests of the Supplier or to those of one or more Contracting parties. Such a situation may present itself, for example, if:
 - The provisions in or pursuant to the present Connection terms are not complied with;

- b) The licenses and permits required for realising, modifying, or activating the Connection cannot be obtained, or only on terms that are problematic for the Supplier;
 - c) The Connection and/or Supply only serve as a back-up or are of a temporary character;
 - d) If hindrance can be expected from the Connection in the Supplier's Collective system;
 - e) The Contracting party is in default with regards to the Connection or the Supply of Heat and/or Cold and/or Source energy, or fails to pay another payable debt he has with Supplier, including those that regard the Connection or the Supply to another, or previous, Property respectively, on condition the relationship between the debt and the request is sufficient to refuse to connect or to impose special conditions. This also applies to claims of the Supplier with reference to the Connection or the Supply for the benefit of the exercise of a profession or business;
 - f) The Property of the Contracting party is located in an area where the Supplier does not generally furnish Heat and/or Cold and/or Source energy, or where he does not have the intention to do so in the near future.
5. The Supplier reserves itself the right to only connect a new Internal system, and to only maintain the Supply in case of modification or renewal of an existing Internal system, if the installation, modification, or renewal is realised by a certified Installer, and if the Contracting party can prove that the Internal system is compliant with the requirements of the Supplier.
 6. The wattage of the Connection will be adapted to the Connection capacity of the relevant Property. On request by Contracting party an increase of the Connection capacity can be taken into account for the purpose of future extensions. The Supplier may demand a contribution to the costs for this purpose.
 7. The Connection capacity for space heating and cooling are standardised and amount to 25 kW for space heating and to 10 kW for cooling. For warm tap water Connections the Connection capacity is no higher than 45 kW and depends on the heat unit that is installed.
 8. The Contracting party guarantees the protection of the Connection against frost, vandalism, and other damage.
 9. The Contracting party guarantees to inform the Supplier forthwith upon discovery of a defect in the Connection.
- Operations on the Connection**
10. A Connection is only services, controlled, replaced, relocated, modified, (de)activated and/or removed by, or on behalf of, the Supplier, and such, as much as possible, after previous consultation with the Contracting party.
 11. Maintenance and control of the Connection come at the expense of the Supplier.
 12. Without prejudice to the provisions of article 3.11, the replacement, modification, (de)activation and removal come at the expense of the Applicant, if:
 - a) It is carried out at his request;
 - b) It results from his actions, or lack thereof, as a consequence of circumstances that can reasonably be attributed to him;
 - c) If it is the consequence of actions, or lack thereof, on the part of the Contracting party, to the extent this can reasonably be attributed to the Contracting party.
 13. The Contracting party ensures that the Connection and the Measuring unit will remain readily accessible. If a Connection, or a part of it, or alternatively the Measuring unit, has become difficult to reach as a result of the actions, or lack thereof, on the part of the Contracting party, the Supplier will urge the Contracting party to restore the accessibility within reasonable terms to be set by Supplier. In case such does not happen, the Supplier will have the right, at the expense of the Contracting party, to:
 - a) Remove the impediments;
 - b) Create changes in the routing of the Connection, Measuring unit, conduit(s), and/or branches;
 - c) Create a whole new Connection and/or Measuring unit.
 14. Without the explicit consent of the Supplier, it is not permitted to carry out any operations, nor to have them carried out, on the Connection and Measuring unit.
 15. Seals attached by, or on behalf of, the Supplier to the Measuring unit or to other components of the Connection may not be breached or broken without the written permission of the Supplier.
- Nature of the Supply**
16. The energy carrier used for the Supply is (treated) water.
 17. The temperature and pressure levels of the Heat and/or Cold and/or Source energy furnished at the Transmission point by the Supplier depend on the specific situation on location. The pertinent temperature and pressure levels can be requested from the Supplier.
 18. Depending on the energy facilities realised on location, the Warm water device may be integrated within the device associated with the Connection. The temperature of the warm tap water originating from the Warm water device is compliant with the relevant legislation and regulations.

19. The pressure differential for the Internal system at the Transmission point can be requested from the Supplier.

Article 4 Facilities for the Connection

1. On the Property, at a location to be approved by the Supplier in accordance with construction regulations, the Contracting party must make available an Installation space for the purpose of housing all devices associated with the Connection. The installation space must at least comply with the Guidelines for fuse box housings in low-rise dwellings with heat furnishing, as issued by the association of grid administrators, the 'Gezamenlijke Netbeheerders Signaal en Telecommunicatie bedrijven in Nederland', or with a guideline that has come to substitute it.
2. For Highrise, the fitting and installation of Conduits and accessories must be carried out through consultation with the Supplier.
3. For a Rental heat pump, the fitting and installation must be carried out through consultation with the Supplier.
4. The Installation space must at all times be accessible for the Supplier (also see article 4.6). Access to the Installation space may not be hampered in a way the Supplier considers inadmissible. The installation space itself may not be used for any other purposes by the Contracting party.
5. The Contracting party will permit, for both his own benefit and for that of third parties, that on, along, in, above and underneath the Property Conduits, Connections and Measuring units will be installed, and that branches will be created from existing Connections, as well as that these, and already existing, Conduits, Connections, Measuring units, or branches, will be maintained, serviced, controlled, or modified by, or on behalf of, the Supplier.
6. Effective measures must be taken at the properties for the easy introduction of the Connection conduit. These measures must comply with the requirements as they will be established by the Supplier.
7. In case a Property is not permanently accessible for the Supplier, it may be demanded that such measures will be taken as to allow the accessibility of the Connection at all times, as well as the readout of the Measuring unit.
8. Conduits located on and underneath the Property that are a part of the Collective system must be accessible and available for replacement. The spaces where these Conduits are located must be kept free of ground and rain water.
9. The Installation space must at least be equipped with the following facilities:
 - a) A loose 3/4"-conduit for the Connection of the room thermostat, equipped with signal-cabling of a minimum of 4x0,8mm²;
 - b) A wall outlet (230V/16 A, water tight);
 - c) Sufficient ventilation grids and/or mechanical extracting fan.
10. For the application of a warm water device, the Installation space must also be equipped with connections with sufficient capacity for:
 - a) A cold water connection including a combined valve;
 - b) A sewerage outflow.
11. Floors must be structurally sufficiently solid to carry the weight of systems filled with water.
12. Electrical facilities must be compliant with the NEN1010 standard.
13. In the fuse box housing, both the devices for Supply and the conduits for Transport must be installed in such a way (in case of Cold, vapour tight) that they can be insulated, limiting the total heat dissipation to a maximum of 100 W.
14. Facilities as intended by the present article come at the expense of the Applicant. The Supplier has the right to demand additional facilities.
15. In case a warm water device is leased, the fitting and installation of the device must be carried out through consultation with the Supplier.

Article 5 How the Connection to the Internal system is created

Internal system

1. When installing new Internal systems, as well as when existing Internal systems are renewed or modified, the Contracting party must report in writing and as soon as possible, at least three months before the operations will commence, and in the way indicated by the Supplier:
 - a) the name, complete address and phone number of the Applicant;
 - b) the complete address or, if unknown, the cadastral number;
 - c) the name, the complete address and phone number of the Installer;
 - d) the planning for the construction and installation activities.
2. The Installer must comply with how the installation of the Internal system is to be carried out on the Connection of the Supplier, as required by the latter. The Contracting party will make sure that the relevant requirements for connecting the Internal system are known by the Installer, and that they will be complied with.
3. For Highrise, the Supplier must be consulted about the installation of the Internal system, and about the Pressure and the differential pressure that will occur while doing so, as well as about the additional requirements for the Connection.

4. The conduit between the Connection and the Internal system must be realised in such a way, that no mechanical tension or vibration will be transmitted to the Connection.
 5. The Contracting party guarantees that the Internal system is serviced well. At a request to that effect by the Supplier, the Contracting party is obligated to provide all information required about the Internal system to the Supplier.
 6. The Supplier is authorised to inspect an Internal system as often as it deems necessary. If, in the opinion of the Supplier, an Internal system does not comply with the provisions in, or pursuant to, the present Connection terms, the Contracting party is obligated, at his own expense – and if necessary immediately – to have the defects restored, and to follow the eventual instructions of the Supplier in doing so. The Supplier, however, has no obligation to control whether matters have been carried out to the provisions in, or pursuant to, the present Connection terms.
 7. In case the Contracting party discovers leakage in, or other defects to, the Internal system, he will inform the Supplier of such forthwith, and he will be obligated to repair, or have repaired, the intended leakage and defects immediately and at his own expense, and to follow the eventual instructions of the Supplier in doing so.
 8. On installation of new Internal systems, as well as on renewal or modification of existing ones, the Contracting party must submit the system drawings and schemes at least four working weeks prior to commencement of the operations in two-fold, and to have the planned design assessed.
 9. On all drawings and schemes must clearly be indicated:
 - a) the address and destination of the Property;
 - b) the name and address of the Installer.
 10. In case of modification or replacement of an Internal system, the drawings and schemes mentioned in article 5.8 must offer sufficiently clear insight, in the opinion of the Supplier, into the existing and the new Internal system.
 11. System drawings and schemes must, in the opinion of the Supplier, contain all important information for the purpose of assessing the quality and capacity of the system. This means, at least:
 - a) Indication of the simultaneous wattage of the system;
 - b) Relevant design conditions;
 - c) Ventilation ducts and air flows;
 - d) Material and nominal pressure of the various components (Conduits and devices);
 - e) The location of the Point of transmission;
 - f) Temperature settings and functioning of the controls of the Internal system;
 - g) Required wattage and how to realise required return temperature;
 - h) Principles and provisions for programming.
 12. After assessment of the system schemes and device drawings by the Supplier, within three working weeks a certified copy will be provided to the Contracting party. The assessment by the Supplier is only intended to control whether the Internal system does not damage the operating of the Collective system, and whether it doesn't cause hindrance to other Contracting parties that are connected to the Collective system. By doing so, the Supplier does not assume any responsibility or liability for the functioning of the Internal system.
 13. For houses that are part of a single housing project and that are located in the same municipality, it suffices to submit the information intended in articles 5.8 through 5.12 on a single Internal system, on condition that the Internal system is identical per type, and on condition the number of houses of each type is specified.
- Ready report**
14. At least three full working days prior to completion of the Internal system, or the modification or renewal of an existing Internal system respectively, the Contracting party must thus advise the Supplier in writing.
 15. In case on the implementation of operations there have been deviations from the system drawings and/or device schemes submitted to the Supplier, then, prior to the ready report, the Supplier must be informed on the deviations.
 16. After the ready report for the Internal system, and after consultation with the Contracting party, the Connection will be activated by the Supplier. The Supplier reserves itself the right to run controls on the Internal system either before or after its activation.
 17. In case defects are identified in the Internal system, the Supplier will inform the Contracting party of such in writing, requiring the necessary corrections to be carried out. In case the intended defects may cause damage to the Collective system and/or to Contracting parties connected to it, activation will not be carried out, or the Connection will be taken out of service. Neither will activation be carried out, or will the Connection be taken out of service, in case the agreement for Supply has not been adopted yet.
1. The Internal system must comply with provisions in, or pursuant to, the present Connection terms.
 2. Without prejudice to provisions in or pursuant to these Connection terms, Internal systems must comply with the prevalent legal prescriptions, safety standards and requirements.
 3. Capacity, design, material and manufacturing of the Internal systems must comply with the relevant ISSO-publications, or with publications that come to substitute those, or alternatively with certified guidelines that substitute them.
 4. The entire design and realisation of the Internal system fall under the responsibility of the Contracting party.
- Design Internal system**
5. If Internal systems are used, besides for heating, also for cooling, or will so be used in the future, the design must be elaborated in such a way as to guarantee the required transmission of wattage under all operational circumstances.
 6. Behind a Point of transmission no Property-crossing link with another Internal system may be realised.
 7. The Supplier will provide the Collective system with both an expansion facility and with an overflow valve. In specific situations, the Supplier may require that the Internal systems are equipped with safety components such as expansions and overflow facilities. A description of the components and accessories that are to be applied will be provided by the Supplier.
 8. The use of clam link connectors or fast lock connectors in crawlspaces or in other locations that are hard to reach, is not permitted. In crawlspaces, exclusively tubing suitable for pressure-, weld-, and/or cable-connectors may be used. Non-ferrous version.
 9. Inaccessible Conduits must be rendered sealable in locations that are possible to reach.
 10. If a mixture-injection system is applied, it must be equipped with an engine-driven two-way seal. The associated mixture conduits must be equipped with a recoil valve.
 11. The Internal system must be designed in such a way that in case of repairs water loss is limited to a minimum. Every radiator and/or heating object must be individually sealable and drainable.
 12. The application of automatic venting devices is not permitted.
 13. In the return conduit of the Internal system, in the immediate vicinity of the Point of transmission, a sealable filter must be placed, to the extent this hasn't been provided for by the Supplier, mesh width filtering material 0.5 millimetre.
 14. In case the Internal system is installed for both heat- and cold-transmission, the conduits, to the extent they are not integrated in floors or walls, must be insulated vapour-tight. Plumbing/accessories must be applied in non-ferrous versions.
- Requirements for devices and materials**
15. Devices and materials may only be integrated in the Internal system in case they comply with the temperature and pressure regimen as applies for the relevant Collective. Devices and materials must meet the regular standards with regards to safety and soundness. The materials applied must be diffusion-tight.
 16. Flow-through or storage devices, or a combination of either, in a warm water facility must comply with the standards established by the local water distribution company.
 17. Accessories have a minimum nominal pressure of PN 6. The Supplier may require that accessories with a superior nominal pressure are installed, depending on the Collective system.
 18. Tap water conduits and accessories in the vicinity of the Internal system must comply with the requirements for Legionnaire's Disease prevention.
- Activation**
19. After installation, the Internal system must be tested for strength and density by pressurizing the Internal system with drinking water at a minimum pressure of 700 kPa, or a higher Pressure that is equal to the Pressure of the Collective system, in case the latter deviates. For Highrise, pressurizing is required at a Pressure-level to be indicated by the Supplier.
 20. After testing for density, the Internal system must be thoroughly flushed with drinking water, after which the Internal system must be drained. Afterwards, the filters must be cleaned. Subsequently, the Internal system can be filled with water from the heating grid of the Supplier, unless the Supplier grants permission to fill it from the drinking water grid. Then the Internal system must be vented, both before and after turning up the heat. Testing and pressurizing must be reported on in writing.
 21. The Internal system may only be activated after permission by the Supplier. This also applies in all cases that the Internal system is drained and filled.
 22. The Internal system must be programmed hydraulically and thermally according to the design conditions. The Supplier requires a written summary with the settings.

Article 6 Technical realisation of the Internal systems

General provisions

Article 7 Control of Internal systems

1. On completion of an Internal system, the Installer must hand over a report on the functioning and programming of the relevant Internal system to the Supplier. This report must at least contain the following data:
 - a) brand and type of the components used (Conduits and devices);
 - b) transmission calculations and programming stats for the Internal system;
 - c) declaration by the Installer that the following operations have been completed:
 - I. flushing of the Internal system;
 - II. pressurizing the Internal system;
 - III. testing the Internal system.
 - IV. Venting the Internal system.
2. The Supplier is authorised at all times to control whether the Internal system, or a part of it, complies with the provisions in, or pursuant to, the present Connection terms. In case the Supplier considers such necessary, the Installer will be asked to be present on the occasion.
3. For a first control of a new Internal system and of a modified or renewed existing Internal system, no fees are charged.
4. If during the first control of the Internal system such defects are ascertained as rendering necessary a recheck by the Supplier, the cost of this recheck may be charged to the Contracting party.

Article 8 Final provisions

1. The Supplier may demand from the Contracting party that he proves compliance with the provisions of the present Connection terms.
2. In special circumstances, or if the exercise of the Collective system would reasonably require so, the Supplier, after consultation with the Contracting party and/or the Installer, may permit or require deviations from the provisions in, or pursuant to, the present Connection terms, or the Supplier may impose further requirements. These deviations and further requirements will be recorded and agreed on in writing.
3. In cases the present Connection terms do not provide for, through consultation with the Contracting party and/or the Installer, a solution will be sought in keeping with the spirit of these Connection terms.
4. If any contradiction may appear from the present Connection terms and the provisions in, or pursuant to, these Connection terms with regards to the Terms & Conditions, the latter will take precedence.
5. With regards to liability, and its exclusion, the provisions of the Terms & Conditions are unreservedly applicable.
6. The present Connection terms may be referred to as: "Connection terms consumers < 100 kW Eteck 2016".
7. The present Connection terms will become effective per 1 January 2016.
8. The present Connection terms and the requirements and arrangements that are applicable on the grounds of them, may be modified by the Supplier. Modifications will only become effective ten days after they have been communicated to the Contracting party, unless a different effective date has been specified in the announcement.
9. The present Connection terms have been published on the website of the Supplier (www.eteck.nl) and are available on request, free of charge, from the Supplier.