

[TRANSLATION] ]DELIVERY AGREEMENT  
Small consumers

**NOT BINDING: UNOFFICIAL ENGLISH TRANSLATION. DUTCH VERSION IS BINDING.**

This translation has been created for your convenience, please note that in order to use our services you will need to fill out and sign the Dutch Supply agreement.

## Project name, Place

Information	
Contract party details	
Name, initials	:
Date of birth (dd-mm-yyyy)	:
Street, number (new)	:
Postcode, city	:
E-mail address	:
Telephone number (preferably mobile):	:
IBAN / Bank account number	:
Account holder	:
Supplier	: Eteck Warmte Eekhoorn B.V.
Delivery address	:
Date of key transfer	:
Meter readings at time of key transfer	: Space heating <b>GJ</b> Warm drinking water: <b>m<sup>3</sup>/GJ</b>
Plot details	
Owner of the plot	: Yes / No
If not, please enter the details of the lessor of the Plot	:

### I. RECITALS

- The Parties conclude a Delivery Agreement concerning the delivery of Heat in this document.
- This Delivery Agreement is governed by the Dutch Heat Act.

### II. DELIVERY AGREEMENT

#### 1. Duration and content of the Delivery Agreement

- The Delivery Agreement will be concluded for a fixed period. This Delivery Agreement takes effect at the date of the key transfer. This Delivery Agreement will end on [date].
- When the end date set out in Article 1.1 expires, the Delivery Agreement will be tacitly renewed until one of the parties terminates it in writing with due observance of a notice period of one month.

## 2. The Product and Rates Sheet

- 2.1 The Product and Rates Sheet contains:
  - a. an overview of the goods and services that will be delivered;
  - b. the applicable rates and conditions concerning these goods and services.
- 2.2 The content of the Product and Rates Sheet can be amended. The rates set out therein are subject to indexing and/or amendments permitted pursuant to the Dutch Heat Act.
- 2.3 Settlement by the Contract Party is not permitted.

## 3. Indoor Installation

- 3.1 The Indoor Installation is not part of the goods and services to be provided by the Supplier.
- 3.2 The requirements imposed on the Indoor Installation by the Supplier for the purpose of the safe use of the Heat by the Contract Party can be found in the Connection Conditions and/or the Product and Rates Sheet.

## 4. Not eligible for premature termination

- 4.1 This Delivery Agreement applies for a fixed period as set out in Article 1.1 and cannot be terminated prematurely, except in case of a permanent relocation of the Contract Party to another address than the Delivery Address.
- 4.2 Heat and Cold will be delivered to the Contract Party using a Ground-Coupled Heat Exchanger (GCHE). The Individual Connection of the Contract Party cannot be terminated in order to be able to guarantee a technically adequate and responsible operation of the GCHE to all contract parties using the GCHE. The efficient operation of the GCHE requires that the number of Individual Connections for which the GCHE was developed, dimensioned, and created must actually remain connected to this GCHE. This means that prematurely terminating the Delivery Agreement and thus the Individual Connection of the Contract Party is not only impossible from a technical perspective, but also serves to prevent significant permanent disadvantages suffered by the other contract parties, and to avoid an illegitimate distinction between the contract parties. As a result, termination of the Delivery Agreement is not possible by any contract party connected to the GCHE in question.

## 5. Dispute Committee

- 5.1 The Supplier is a member of the Energy Dispute Committee (*Geschillencommissie Energie*). For more information, please refer to the General Delivery Conditions (Article 17).

## 6. Electronic communication and direct debit authorisation

- 6.1 Communication between the Contract Party and the Supplier takes place by e-mail to the e-mail address provided in this Delivery and Rental Agreement and using the personal "MijnEteck" portal.
- 6.2 The payment of the amounts due pursuant to this Delivery and Rental Agreement will take place by direct debit. By signing this Delivery and Rental Agreement, the Contract Party authorises the Supplier (or a to be designated company acting based on the instructions of the Supplier) to deduct these amounts from the provided bank account number every month.
- 6.3 If the Contract Party chooses for communication by physical mail by way of deviation from Article 12.1, the Supplier may charge an additional fee in accordance with the Product and Rates Sheet.
- 6.4 If the Contract Party does not want to pay by direct debit by way of deviation from Article 12.2, the Supplier will charge an additional fee by invoice and any possible administrative fees in accordance with the Product and Rates Sheet.

## 7. Annexes and other provisions

- 7.1 The following Annexes are an inseparable part of this Delivery Agreement:
  - a. Product and Rates Sheet OurDomain Amsterdam South East, Amsterdam
  - b. General delivery conditions small consumers < 100 kW Eteck 2019
  - c. Connection conditions consumers < 100 kW Eteck 2016The Contract Party declares to have received a (digital) copy of the Annexes, to have studied their contents, and to accept that they govern the Delivery Agreement.
- 7.2 In case of conflicts between this Delivery Agreement and one or more Annexes, the provisions of this Delivery Agreement will prevail. In case of conflicts between the Annexes, the annex mentioned first in the above list will prevail.

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7.3 This Delivery Agreement is exclusively governed by the laws of the Netherlands.

**Signature**

Contract Party name:

Date, place:

Signature:

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Please return this signed Delivery Agreement to [customercare@eteck.nl](mailto:customercare@eteck.nl) or the mailing address below. You can take a picture of the signed document using your smartphone and send it to us directly by e-mail.

**Your personal MijneEteck account**

A personal web portal, **MijneEteck**, is linked to the [www.eteck.nl](http://www.eteck.nl) website. You can easily create an account using your customer number, address details, and e-mail address. Once you have done so, you can always log in directly at **MijneEteck** for immediate access to all current information present on **MijneEteck**, where you can also find and change your personal details. Besides submitting changes, you can also ask questions to your Supplier at **MijneEteck**. You can also use the Eteck app.

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