



**PRODUCT TERMS  
AND CONDITIONS  
METERING AND  
INFORMATION  
SERVICES  
KENTER B.V.  
2022 (DECEMBER)**

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## 1 Definitions

Capitalized terms in these Product Terms and Conditions Metering and Information Services Kenter B.V. (**Product Terms and Conditions**) shall have the following meanings insofar as they are not defined in the General Terms and Conditions defined below:

### **General Terms and Conditions**

The General Terms and Conditions of Kenter B.V., as amended from time to time.

### **Information Services**

Information Services are services, other than Metering Services, that involve unlocking Metering Data and/or providing the ability to view Metering Data through the Online Portals, including but not limited to: Meetdata.nl, Meetdataplus, Emailservice etc.

### **Location**

The address specified by the Client where Metering Equipment will be or has been placed on their behalf.

### **Metering Equipment**

Any equipment that measures and/or reads the amount of electricity, gas or any other quantity exchanged.

### **Metering Services**

All services, other than Information Services, relating to Metering Equipment, such as the installation and/or maintenance of Metering Equipment, the reading of the data stored in the Client's Metering Equipment or equipment provided to Client, and the transmission of such metering data to the Grid Operator and to designated third parties. Metering Services shall in any case mean the legal metering for which Kenter is Party responsible for Metering, as well as intermediate metering(s) and other metering(s).

### **Metering Data**

All metering data generated by means of the Metering Equipment and/or determined by Kenter.

### **Party responsible for Metering**

A natural or legal person who has the responsibility for the presence of the mandatory metering device(s), as well as for the correct and timely determination and transmission of Metering Data, and who is recognized for this purpose.

### **Grid Operator**

A company designated under the Electricity Act 1998 and/or the Gas Act for the operation of one or more grids.

### **Online portals**

The portals through which Kenter offers Client and/or parties authorized on its behalf insight into Metering Data and through which one or more Information Services are accessed.

## 2 Scope

### 2.1

In addition to the General Terms and Conditions, these Product Terms and Conditions shall apply to and form an integral part of all Offers and Agreements, including amendments thereto and supplements thereto, relating to performance by Kenter of Metering Services and Information Services.

## 3 Duration and termination

### 3.1

The term of the Agreement is stated in the Agreement and may vary with respect to the nature of the services. If no term is specified in the Agreement, the provisions of article 3.2 shall apply.

### 3.2

Agreements with respect to Metering Services and Information Services are entered into for a specified term. This particular term is recorded by Kenter in the periodic services specification. In the unlikely event that the specified term is not included in the periodic services specification, a specified term of five (5) years from the effective date will apply. If no effective date is specified, the effective date shall be the date when Kenter placed the Metering Equipment.

### 3.3

Termination of the Metering Services Agreement by a Party shall only be possible at the end of the term and subject to a notice period of at least 6 (in words: six) months. Termination of Metering Services shall be in Writing. If the term of the Agreement has expired and no notice of termination has been given, the Agreement will always be tacitly renewed for one (1) year, in which case the Parties may terminate the Agreement in Writing by the end of the term with due observance of a notice period of at least 6 (in words: six) months. Contrary to the foregoing, Information Services may always be terminated in Writing by both Client and Kenter, subject to a notice period of one (1) month. If, contrary to the foregoing, the Agreement expressly provides that the Agreement has been entered into for an indefinite period of time, the Parties may terminate the Agreement in

Writing with due observance of a notice period of at least 6 (in words: six) months.

#### 3.4

If contrary to the provisions of this article 3 Metering Services will in fact terminate during the term, the periodic fees for the remaining duration of the term and the disposal fee for collection of Metering Equipment as stipulated in Article 3.4 shall be immediately due and payable. In the case of an Agreement that continues for an indefinite period of time, the duration of the notice period shall count as the remaining term. Kenter will charge these costs to the Client by means of an invoice, which must be paid immediately by the Client.

#### 3.5

Upon termination of the Agreement, Kenter, shall remove or at least take back the Metering Equipment owned by Kenter and Client shall reimburse Kenter for the costs involved.

#### 3.6

If Client terminates Metering Services with Kenter or if Metering Services terminate otherwise, the related Information Service shall also terminate.

#### 3.7

In addition to the provisions of Article 5.4 of the General Terms and Conditions, Kenter shall be entitled to terminate the Agreement if Kenter's recognition as a Party responsible for Metering expires or is withdrawn. In such a case, the safety mechanism metering responsibility described in Codes & Conditions shall come into effect.

## 4 Performance of the Agreement

#### 4.1

In the event the Metering Equipment is made available by or on behalf of the Client, Kenter may impose conditions on the Metering Equipment in connection with the Work to be performed. The Client guarantees that the Metering Equipment and the measurement comply with the requirements imposed on them in laws and regulations and Codes & Conditions as well as the conditions set by Kenter.

#### 4.2

Costs for replacing (components or parts of) the Metering Equipment as well as solving and remedying failures shall be borne by the Client in the event that it provides or has provided Metering Equipment.

#### 4.3

In the event Client rents the Metering Equipment from Kenter, the costs referred to in the previous

paragraph shall be borne by Kenter, unless the relevant replacements or failures are necessary as a result of or caused by Client's activities.

#### 4.4

Kenter may carry out any Additional work resulting from necessary work up to an amount of 200 euros directly and without an order from the Client. If the costs are higher, prior agreement or assignment by Client shall be required.

#### 4.5

Client hereby grants power of attorney to Kenter to request data from the relevant records of the Grid Operator in connection with the performance of Metering Service(s).

## 5 Metering Equipment

#### 5.1

In addition to Article 7.1 of the General Terms and Conditions, the Client is required to

- a) notify Kenter as soon as possible of any damage, defects or irregularities observed or suspected by Client in the Metering Equipment or sealing thereof;
- (b) protect the Metering Equipment from damage and breaking of seals, and ensure that the Metering Equipment is easily accessible, free of obstacles and can be reached without climbing equipment.

#### 5.2

Client shall refrain from any action that may affect the operation of the Metering Equipment. Client shall not be entitled to make any changes to the Metering Equipment or to move and/or damage it without Kenter's consent.

#### 5.3

If the Metering Equipment is leased from Kenter by Client, Kenter shall have the right to encumber the Metering Equipment with a personal or real right. Client shall provide all cooperation for the establishment of any real rights desired by Kenter. These rights will be agreed according to Kenter's standard terms and conditions, with the costs of establishing them being borne by the Client.

#### 5.4

In addition to article 8 of the General Terms and Conditions, the replacement, relocation, deactivation of the Metering Equipment shall be at the expense of the Client if this is done at Client's request.

## 6 Metering data

#### 6.1

The Metering Data shall be deemed to be correct, unless examination, as referred to in article 7.2 and article 7.6, shows that provisions laid down for that

purpose in or under the law have not been complied with.

## 6.2

If the performance of the Agreement requires Metering Data or other data to be requested or consulted from third parties, the Client shall provide adequate and Written authorization to make such request.

## 7 Examination of Metering Data and Metering Equipment

### 7.1

If the Client doubts the accuracy of Metering Data, the Client shall notify Kenter in Writing as soon as possible.

### 7.2

Based on Client's notification as referred to in the previous paragraph, Kenter shall examine the Metering Data based on the data and information available to Kenter. Kenter will inform Client in Writing of the results of this examination.

### 7.3

In the event that the examination referred to in article 7.2 reveals that the Metering Data is incorrect, Kenter shall read the Metering Data again based on the regulations mentioned in law and in Codes & Conditions.

### 7.4

If the Client or Kenter requires an additional examination of Metering Data as a result of the examination as stated in article 7.2, Kenter will inform the Client of the examination possibilities, including the possibility of calibration of Metering Equipment. Both Kenter and Client shall cooperate fully with the examination. The costs associated with this additional examination shall be borne by the party requesting such examination, unless there is a situation as referred to in article 7.7, in which case such costs shall be borne by Kenter.

### 7.5

A calibration of Metering Equipment will only be carried out by a body certified to do so and after approval by both Client and Kenter. In the event that Kenter provides modified Metering Equipment, Client agrees that the calibration will be performed by Kenter.

### 7.6

Kenter shall read the Metering Data again based on the provisions of article 7.3 if:

- a) the investigation report following the calibration of Metering Equipment shows that the deviation of Metering Equipment is greater

than permitted by law and Codes & Conditions; or

- b) if the examination report following the investigation based on article 7.4 shows that the Metering Data were not correctly read.

### 7.7

In the event that Kenter provides the Metering Equipment to the Client and there is a situation as referred to in article 7.6, the costs of the additional examination shall be borne by Kenter, unless the cause in the non-functioning of Metering Equipment lies in measuring transformers and Kenter can demonstrate that it has complied with the inspection obligation according to Codes & Conditions.

## 8 Failures

### 8.1

Failures of the Metering Equipment shall be reported by Client to Kenter within 12 hours after the failure was observed. Reporting is to be through the number of the fault clearing service of Kenter.

## 9 Online portals

### 9.1

If login details have been provided to Client for Online portals, Client is responsible for their careful use.

### 9.2

In case the Client wishes to give another person access to the Online portals, the Client will give permission or authorization to do so in advance through the way indicated and designated on the Online portals. The permission may be supplemented or withdrawn by the Client through the indicated manner.

### 9.3

Kenter has the right to block the Online portals (temporarily or otherwise) in the event that there are valid reasons for Kenter to believe that unlawful use is being made of the Online portals or if the General Terms and Conditions or these Product Terms and Conditions are being violated. Kenter will inform Client in advance.

### 9.4

Client is solely responsible for data entered by or on behalf of Client through the Online portals.

### 9.5

Client is and shall remain the rightful owner of (customer) data and Metering Data entered by Client and shall make such data available to Kenter in connection with Metering Services and Information Services to be performed.

## 10 Data Processing and Privacy

### 10.1

The Metering Data will be made available by Kenter for the purposes specified in the Agreement. The specification in the Agreement is included to improve Kenter's services and optimize Kenter's assets. Client agrees that Kenter may use the Metering Data for the purposes described in Kenter's data statement in addition to the purposes described in the Agreement. These purposes include (but are not limited to):

- (i) developing profiles for the purpose of new products and services to be developed;
- (ii) the (further) development of existing and new products and services of Kenter;
- (iii) being able to offer customized (new) products and services;
- (iv) performing failure analysis to preserve Kenter's assets and optimize our services;
- (v) conducting targeted maintenance and management of Kenter's Products;
- (vi) benchmarking activities; and
- (vii) providing Metering Data in aggregated and anonymized form to (market) parties

The above list of purposes is not exhaustive and may be expanded in the future. Kenter also reserves the right to use the Metering Data (in the future) for other purposes insofar as this contributes to the optimization of Kenter's services. Kenter's data statement can be accessed on Kenter's website, at ([www.kenter.nl/data-statement](http://www.kenter.nl/data-statement)).

### 10.3

If Kenter modifies the data statement, it will notify Client thereof in Writing. If Client objects to the adjustments in the data statement, Client must expressly notify Kenter within 30 days by sending an email to [productmanagement@kenter.nu](mailto:productmanagement@kenter.nu).

## 11 Final provisions

### 11.1

These Product Terms and Conditions shall take effect on December 15, 2022 and may be referred to as "Product Terms and Conditions for Metering and Information Services Kenter B.V. 2022 (December)".

### 11.2

These Product Terms and Conditions can be accessed on [www.kenter.nu](http://www.kenter.nu).

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