

General Terms and Conditions of ista Nederland B.V.-  
Product-Specific Provisions

Registered with the Chamber of Commerce in Rotterdam  
under number 24210773.

These Product-Specific Provisions are inextricably linked with  
the General Provisions and vice versa.

## PRODUCT-SPECIFIC PROVISIONS

Part I.I or as the case may be part I.II always applies to the  
Agreement.

The other parts of these Product-Specific Provisions apply if  
the relevant Service is agreed upon between the parties in the  
Agreement.

### Part I.I Servicing non-radiographic meters

This annual provision of services relating to the cost  
apportionment based on non-radiographic readable meters  
includes, unless otherwise agreed in writing, the following:

- (i) Preparation of the final registration, by means of cards  
to the individual Participants;
- (ii) Registration of the consumption data after the end of  
the settlement period. If access to the individual  
premises of a Participant (hereinafter referred to as:  
"Premises") is not possible, again the opportunity is  
given to make an appointment with the meter reader.  
The Customer will be informed in writing of the above.  
In the event that the attempts do not lead to a timely  
final registration, the consumption will be estimated.  
Any costs for the final registration after completion of  
the estimation procedure will be charged on to the  
Customer;
- (iii) Functional check of the measuring equipment during  
final registration;
- (iv) Checking and processing the consumption data per  
meter;
- (v) Checking and processing the data per Participant;
- (vi) Checking and processing the cost data per complex;
- (vii) Making the cost apportionment, including processing  
an individual settlement per Participant;
- (viii) If so required, calculating the advance payment per  
Participant for the new period in case of automated  
data exchange;
- (ix) Maintenance of the database;
- (x) Making available various brochures.

### Part I.II Servicing radiographic meters

This annual provision of services relating to the cost  
apportionment based on radiographic readable meters  
includes,  
unless otherwise agreed in writing, the following:

- (i) Registration of the consumption data after the end of  
the settlement period;

- (ii) Functional check of the measuring equipment during  
final registration;
- (iii) Checking and processing the data per Participant,  
whether or not by means of automated data exchange,  
excluding interim changes;
- (iv) Checking and processing the cost data per complex;
- (v) Making the cost apportionment, including processing  
an individual invoice per Participant;
- (vi) Calculating the advance payment per Participant for  
the new period in case of automated data exchange;
- (vii) Maintenance of the database;
- (viii) Making available various brochures

### Part I.III Automated data exchange

This additional service includes, unless otherwise agreed in  
writing, the following and is performed without additional  
costs:

- (i) Making the ista Web Portal available to the Customer  
and giving access thereto;
- (ii) The mutual electronic exchange of data in a manner  
that is integrated with the primary software of the  
Customer or tailored to the situation of the Customer,  
as required for the provision of the purchased  
Services;
- (iii) In addition to specifying costs and Participant  
Information, the option of communicating repairs and  
information regarding a move;
- (iv) Authorisation for each designated employee of the  
Consumer.

### Part I.IV Monitoring

This additional service includes, unless otherwise agreed in  
writing, the following and is performed at additional costs:

- (i) Making the ista Web Portal and mobile application  
available to the Customer and Participants and giving  
them access thereto;
- (ii) Ability to comply with the standards and requirements  
of the District Heating Act and EED (European Energy  
Efficiency Directive);
- (iii) Providing the Customer, during the settlement period,  
with insight into the consumption pattern of the  
Participants. The overviews are based on the weekly  
reading out of the daily readings. At least the following  
can be viewed in the portal:
  - consumption per Premises
  - consumption per area
  - consumption per object (a collection of premises  
and/ or areas, hereinafter referred to as: "**Object**").
  - consumption per meter(type)
  - consumption history (maximum of 3 years)
  - comparison consumption per Premises with  
average consumption per Object, per year;
- (iv) Providing the Participants at individual level with  
insight into their own consumption, during the  
settlement period. The overviews are based on the

weekly updates of the data. At least the following can be viewed in the portal:

- consumption of the Premises
- consumption per area of the Premises (if applicable)
- consumption per meter(type)
- consumption history (maximum of 3 years)
- comparison consumption of own Premises with average consumption of the Object, per year.

#### Part I.V Error Listing

This additional service includes, unless otherwise agreed in writing, the following and is performed at additional costs:

- (i) Weekly analysis of consumption data to check for irregularities and operation of the Consumption Registration System. Checks focus on the error codes and receipt of meter readings;
- (ii) If the Plus Package is applicable, proceed with repairs or replacement in case of error codes;
- (iii) If the Plus Package is not applicable, inform Customer in writing and following additional contract, proceed with repairs or replacement.

#### Part I.VI ReduQ

Unless expressly agreed otherwise in writing, this supplemental service includes the following and shall be carried out for an additional fee:

##### ReduQ Data

- (i) Digital data presentation through Monitoring tool in the ista Web portal;
- (ii) Providing insight into meter readings and consumption as shown on meters in the boiler house;
- (iii) Making a ista Web portal available and providing access to the ista Web portal to the Customer;

##### ReduQ Basic

The Basic Package comprises all advantages of the Data Package, including the following:

- (i) Providing insight into the GJs delivered and the efficiency of the heat supply over a period to be selected;
- (ii) Ability for the Customer to enter costs incurred over the chosen period by means of the ista Web portal;
- (iii) Calculation of the GJ price for the relevant Object and evaluation against the maximum price set by the government for providing heat;
- (iv) Implementing the Error Listing Service on all of the installed collective meters;
- (v) Providing an insight on a weekly basis into the efficiency of the heat supply, including the historic data over a period of 3 years.

#### ReduQ Extra

The Extra Package comprises all advantages of the Data and Basic Packages, including the following:

- (i) Providing an insight per half hour into the energy flows of the heat supply, including the historic data over a period of 3 years;
- (ii) 24/7 alarm function by e-mail or SMS, based on the specified limit values.

#### ReduQ Premium

The Premium Package comprises all advantages of the Data, Basic and Extra Packages, including the following:

- (i) Providing an insight per half hour into all available measurement data of your heat supply, provided that your system is suitable OpenTherm interface.

#### Part I.VII Debicasso

For the purpose of this Part 'Debicasso' the following capitalized words shall (in addition to other capitalized terms as defined in these General Terms and Conditions) have the meaning as ascribed to them below:

"Debicasso Service" – (i) the collection of payments by the Participants of the payable contributions for energy-, water-, maintenance- and/or other costs for the relevant Location, (ii) the payment of energy-, water-, maintenance- and/or other costs to the Supplier(s); and/or (iii) the providing of the final cost apportionment to each Participant, as described in the Work Agreements.

"Location" – a dwelling, space, room or other type of location within the Immovable Property for which a separate cost apportionment is made.

"Immoveable Property"- the immovable property or immovable properties for which ista provides the Debicasso Service.

"Supplier"- the supplier of energy-, water-, and/or other supplier of services.

"Work Agreements"- the list of work agreements as agreed between the parties in a separate document.

Unless expressly agreed otherwise in writing, this supplemental service includes the following and shall be carried out for an additional fee:

- (i) The Working Arrangements Form is an integral part of the Direct Debit Service;
- (ii) ista provides the Customer with the Direct Debit Service for up to 3 months after the longest Working Arrangement entered into force;
- (iii) ista provides the Direct Debit Service exclusively on behalf of and at the risk of the Customer and in any event the Customer shall remain liable for (i) payment

- of the amounts due for energy, water, maintenance and/or other costs to ista, (ii) all related collection and/or bailiff fees, and (iii) the payment by ista of the energy, water, maintenance and/or other costs it owes the Supplier(s);
- (iv) All disputes between the Supplier(s) and the Customer will be settled by the Customer;
  - (v) ista will observe the payment terms of the Supplier(s) and the Customer will ensure that, according to the books of ista, there are sufficient funds in the bank account, allowing ista to perform the Direct Debit.
  - (vi) In the event of insufficient funds in the bank account of the Customer, as a result of which ista is unable to perform the Direct Debit and/or collect the fee (service fee), ista shall be entitled to dissolve, without notice being required, the Working Arrangements and possibly the underlying Agreement per Immovable Property. In case of such a dissolution, all payment obligations of the Customer towards ista shall remain in full force;
  - (vii) The Customer shall indemnify ista against all claims of third parties arising from the Direct Debit Service, unless those third party claims are the result of willful misconduct and gross negligence on the part of ista;
  - (viii) Income arising from interest from the current account relationship between the parties are to the benefit of ista;
  - (ix) In the event the Customer has issued instructions to a third party to make payments or perform other (administrative) obligations relating to the Direct Debit Service, the Customer shall be obliged to inform ista thereof and provide ista with all relevant data of said third party. The Customer shall remain liable for all obligations relating to the Direct Debit Service.

#### Part I.VIII Plus package

Unless expressly agreed otherwise in writing, this supplemental service includes the following and shall be carried out for an additional fee:

- (i) Interim registration of the relevant consumption data in case of relocation of Participants and if so required processing an advisory invoice for the Participants in question;
- (ii) Interim registration of the relevant consumption data and re-installation in case of radiator changes. Radiator changes in the context of renovation of (parts of) the complex in question are excluded from the above;
- (iii) Replacement or repair (at the option of ista) of defects of the Consumption Registration System or parts thereof only to the extent that these were delivered or installed by ista. Costs of third parties are excluded from this article.

In addition the following provisions apply for water meters and flow meters, for registering individual consumption. Meters located in the boiler house and/or group meters are expressly excluded:

- (a) On entering into the Agreement, the measuring equipment is not older than 5 years;
- (b) The duration of the Plus Package is equal to or shorter than the technical service life of the meters;
- (c) Can only be implemented if (functioning) valves are in place;
- (d) Meters are interchangeable on a one-to-one basis;
- (e) Repair or replacement (such at the discretion of ista) are fully coordinated with the Participant. This means that the Customer is not notified;
- (f) The existing system is in a good state of repair;
- (g) The water quality equals the requirements set by the central heating system or as the case may be the standards that have been communicated on the basis of the Buildings Decree;
- (h) Line filters are present in the distribution network;
- (i) Any additional costs for non-compliance with the above provisions will be passed on based on subsequent calculation.

#### Part I.IX CareFree

In addition to the above-mentioned provisions in part I.I or part I.II, the following provisions apply for CareFree:

- (i) Delivery, installation and the Consumption Registration system on the basis of an annual amount per meter, financed by ista on the basis of a so-called full operational lease.
- (ii) In addition, the following work will be performed:
  - a) Interim registration of the relevant consumption data in case of relocation of Participants and if so required processing an advisory invoice for the Participants in question;
  - b) Interim registration of the relevant consumption data and re-installation in case of radiator changes. Radiator changes in the context of renovation of (parts of) the complex in question are excluded from the above;
  - c) Replacement or repair (at the option of ista) of defects of the Consumption Registration System or parts thereof only to the extent that these were delivered or installed by ista. Costs of third parties are excluded from this article.
- (iii) In the event that the Agreement is terminated early during the contract period by the Customer, the Consumption Registration System will be removed by ista at cost of the Customer against the current hourly rates of ista. The Customer will pay to ista a contractual break-up compensation. This compensation is the contractual compensation which the Customer would have paid to ista for the remaining term of the Agreement, while applying a discount of 40%. This compensation will be due to ista on the date of termination of the Agreement without any right to set-off or suspend at the side of the Customer.
- (iv) When the technical service life of the measuring and distribution equipment referred to in article 5 of the Agreement has ended, and if the Agreement is in force, ista will replace the equipment in question

without charging any additional costs. Such a replacement will be made after ista and the Customer have made practical agreements in this respect. If replacements are not made, ista cannot guarantee the quality of the Services. Costs of third parties are excluded from this article.

#### **Part I.X Lease**

In addition to the above-mentioned provisions in part I.I or part I.II, the following provisions apply for leasing:

- (i) Delivery, installation and technical maintenance of the Consumption Registration system on the basis of an annual amount per meter, financed by ista on the basis of a so-called full operational lease.
- (ii) In the event that the Agreement shall be early terminated by the Customer, the Consumption Registration System will be removed by ista at the cost of the Customer against the current hourly rates of ista. The Customer will in addition pay to ista a contractual break-up compensation. This compensation is the contractual compensation which the Customer would have paid to ista for the remaining term of the Agreement, while applying a discount of 40%. This compensation will be due to ista on the date of termination of the Agreement without any right to set-off at the side of the Customer.
- (iii) When the technical service life of the measuring and distribution equipment referred to in article 5 of the Agreement has ended, and if the Agreement is in force, ista will replace the equipment in question without charging any additional costs. Such a replacement will be made after ista and the Customer have made practical agreements in this respect. If replacements are not made, ista cannot guarantee the quality of the Services. Costs of third parties are excluded from this article.