TERMS AND CONDITIONS OF GRID CONNECTION FOR GENERATION FACILITIES

Concerning the connection of a generation facility to and its use of the Transmission System

Please note: This translation of the original Danish text is for informational purposes only and is not a substitute for the official Danish text. The English text is not legally binding and offers no interpretation on the Danish text. In case of inconsistency, the Danish version applies.

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1. Purpose

1.1. The Grid Connection Agreement comprises the Agreement, these the Grid Connection Terms and Conditions and the Establishment Terms and Conditions and forms the basis and terms and conditions for the Establishment of Grid Connection for the Generation Facility as well as for the Generation Facility's subsequent connection to and use of the Transmission System.

1.2. The Grid Connection Agreement, including the Terms and Conditions, supplements applicable legislation and regulation issued pursuant to legislation, as well as regulatory requirements and other rights and obligations laid down in legislation relating to electricity supply, and which the Parties are subject to at any time.

1.3. Energinet has prepared the standard Agreement, these Grid Connection Terms and Conditions and the Establishment Terms and Conditions in accordance with the requirements of applicable legislation and regulation, including the RfG, and has submitted these to the Danish Utility Regulator.

1.4. The purpose of these Grid Connection Terms and Conditions is to summarise and lay down the general principles and terms and conditions applicable to both the connection of the Generation Facility to the Transmission System and the Generation Facility's subsequent use of the Transmission System.

1.5. Energinet Electricity Transmission and Energinet System Operator are obligated to coordinate compliance with Energinet's obligations and rights and cooperation with the Producer. Energinet Electricity Transmission primarily handles Energinet's obligations in connection with Grid Connection Establishment, including construction work, which is primarily regulated by the Establishment Terms and Conditions. Energinet System Operator primarily handles Energinet's obligations in connection with the Grid Connection, including compliance with technical requirements and system-related aspects, which are, among other things, regulated by the Grid Connection Terms and Conditions.

2. Definitions

2.1. The Grid Connection Agreement uses the following definitions:

a) "Grid Connection Agreement" is the complete agreement between the Parties and consists of the Agreement, Grid Connection Terms and Conditions, Establishment Terms and Conditions and appurtenant appendices specified in Article 1.1 of the Agreement.

b) "Agreement" is the agreement which the Parties sign and which lays down specific conditions for the Parties.

c) “Grid Connection Terms and Conditions” are the applicable terms and conditions of Transmission System connection and use, stated in these Terms and Conditions of Grid Connection for Generation Facilities.

d) "Establishment Terms and Conditions" are the applicable terms and conditions for the establishment of the Producer's grid connection, stated in Terms and Conditions of Establishment for generation facilities.

e) "Terms and Conditions" comprise both the Grid Connection Terms and Conditions and Establishment Terms and Conditions.

f) "Producer" is facility owner of the Generation Facility and is the legal party defined in the Agreement that is obligated to comply with the Grid Connection Agreement.

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g) "Energinet" is the transmission system operator in Denmark and consists of Energinet System Operator and Energinet Electricity Transmission, which are the legal parties defined in the Agreement that are obligated to comply with the Grid Connection Agreement.

h) "Party" and "Parties" are the Producer and/or Energinet.

i) "Electricity supply system" is the public electricity supply grid in Denmark, which is owned and operated by distribution system operators and Energinet as transmission system operator in Denmark.

j) "Transmission System" is the electricity supply system above 100 kV which is owned and operated by Energinet.

k) "Generation Facility" is the Producer's facility which has been established to generate electricity for the Transmission System and includes all relevant facility parts, including transformer, internal grid, and auxiliary supplies.

l) "Connection Point" (Point of Connection, POC) is the boundary where the Generation Facility is connected to the Transmission System and is defined in Article 3.1 of the Agreement.

m) "Establishment of Grid Connection" is the process and the activities that must be carried out after completion of the Maturation Project in order for the Generation Facility to be connected and the Producer to operate the Generation Facility by generating electricity for the Transmission System through the Connection Point, including Energinet's construction work; see Article 2.5 of the Establishment Terms and Conditions.

n) "Power quality" (voltage quality) is a general term for the quality of electricity and includes, among other things, voltage unbalances (asymmetry), flicker, harmonic voltage distortion, interharmonic voltage distortion and DC content.

o) "Maturation Project" is the project between the Producer and Energinet, regulated by a maturation agreement, that has determined the execution of the establishment project and has resulted in a satisfactory business case for the Producer and Energinet.

p) "Interconnection Agreement" is a separate agreement which, under the Danish act on electricity safety and executive orders issued pursuant thereto, must be entered into between the Parties' certified interconnection managers.

q) "Collaboration Agreement on operation and maintenance" is a separate agreement which the Producer and Energinet can enter into that regulates operational and maintenance-related aspects on the boundary between the Parties, e.g. land maintenance, etc.

r) "EON" (Energisation Operational Notification) is a notification issued by Energinet, allowing the energisation of the internal grid and auxiliary equipment via the Point of Connection.

s) "ION" (Interim Operational Notification) is a notification issued by Energinet, allowing the Producer to operate the generation facility via the Point of Connection for a time-limited testing period.

t) "FON" (Final Operational Notification) is a notification issued by Energinet, allowing the Producer to operate the generation facility via the Connection Point.

u) "LON" (Limited Operational Notification) is a notification issued by Energinet in response to significant facility modifications, temporary loss of property that affects performance, or

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in case of faults that result in the Generation Facility not complying with requirements.

v) "Technical Requirements" are the requirements which the Generation Facility must comply with upon connection to the Transmission System and are stipulated in TRs and the RfG, among other things.

w) "TRs" (Technical Regulations) are those of Energinet's regulations that stipulate Technical Requirements for certain facility types that are connected to the electricity supply system. The regulations have been prepared by Energinet and registered with the Danish Utility Regulator.

x) "RfG" (Requirements for Generators) is the EU regulation in force at any time which lays down network codes on the grid connection of generation facilities (Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators as amended).

y) "SO GL" (System Operation Guideline) is the EU regulation in force at any time which lays down guidelines for electricity transmission system operation (Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation as amended).

z) "NC ER" (Network Code on Emergency and Restoration) is the EU regulation in force at any time which lays down network codes for emergency situations and system restoration (Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration as amended).

aa) "Grid connection executive order" is the executive order in force at any time on grid connection of wind turbines, PV power plants, wave power units and hydroelectric power stations (Executive Order no. 743 of 30 May 2020 as amended).

bb) "Defence service supplier" is a legal entity with a statutory or contractual obligation to provide a service that contributes to one or more measures in the system defence plan.

cc) "SGUs" (Significant Grid Users) are existing and new generation and demand facilities which Energinet consider to be significant due to their impact on the Transmission System in terms of security of supply, including the delivery of ancillary services. Generation facilities connected to the Transmission System are among the facilities considered to be important grid users.

3. Compliance with legislation and regulation

3.1. Each Party is responsible for its handling of and compliance with the legislation and regulation in force at any time, including regulations, approved methods, regulatory approvals or requirements and orders from public authorities.

3.2. The Producer and the Generation Facility and operation thereof must comply with the legislation and regulation applicable at any time, including TRs, regulations, approved methods, etc. Energinet's Technical Requirements and other requirements applicable at any time are published and available at https://energinet.dk. The Generation Facility is also governed by the RfG.

3.3. The Producer and the Generation Facility will be subject to future or amended legislation or other regulation in accordance with applicable rules, including applicable rules in the

EU, in Denmark and in the field of electricity supply. If Energinet initiates amendments, Energinet must allow for the Producer's reasonable expectations and the proportionality of the rules to the extent possible.

4. Interconnection agreement

4.1. Under the Danish act on electricity safety and executive orders issued pursuant hereto, each Party must appoint an interconnection manager who is certified by the Danish Safety Technology Authority to operate the Party's own electrical facilities.

4.2. Under the Danish act on electricity safety and executive orders issued pursuant hereto, the Parties must conclude a written agreement, signed by the Parties' certified interconnection managers, on the interconnection of electricity supply facilities between the Producer and Energinet (the Interconnection Agreement), cf. The Agreement, Appendix 4.

4.3. The Interconnection Agreement must, among other things, include a description of the collaboration in the boundary between facilities, and of how connections between facilities are to be agreed. The Interconnection Agreement must be entered into before an EON is issued.

5. Ownership, operation, and maintenance

5.1. Under the Danish act on electricity supply, Energinet owns all facilities used for transmission system activities. Energinet thus owns and operates the transmission system installations in the substation, including the individual bays above 100 kV from the Point of Connection to the Transmission System.

5.2. The Producer must comply with the Danish Electricity Supply Act's requirements for licences and permits if the Producer has connected or wants to connect a third party's facility as part of the Producer's installation.

5.3. Each Party's rights and obligations of ownership, operation and maintenance must comply with the boundaries listed in the Agreement, Appendix 3.2. Operation manager boundaries are stated in the Interconnection Agreement.

5.4. Prior to issuing an FON, Energinet and the Producer jointly review the technical documentation pursuant to the Grid Connection Agreement for final verification of the technical installations and the scope of ownership, operation, and maintenance.

6. Access to facilities

6.1. Each Party must, on request, grant each other access to service own facilities and installations, including facilities located on the other Party's property.

6.2. The Producer must, on request, grant Energinet, representatives hereof or the meter operator appointed pursuant to legislation access to installations on the Producer's property for inspection and for possible servicing of relevant installations.

6.3. Access to own facilities and installations, cf. Articles **Fejl! Henvisningskilde ikke fundet.** and 6.2, on the other Party's property must observe this Party's access and security procedures. To the extent possible, requests for access must be submitted and confirmed within a reasonable time. However, in the event of potential danger to persons, goods, facilities, or the security of supply of a Party, the Party must grant access immediately.

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6.4. To the extent necessary, each Party must, if one Party requests this from the other Party, contribute to the protection of access rights, including registration, and to the arrangement of other access rights.

6.5. Access to the Parties' facilities is described further in the Interconnection Agreement, cf. the Agreement, Appendix 4.

7. Procedure for Grid Connection

7.1. Energinet stipulates the process for grid connection of new generation facilities, including, among other things, setting reasonable deadlines for the submission of relevant documentation to Energinet.

7.2. In Articles 8-10 below, Energinet has specified the general processes for grid connection as well as the issue of:

a) EON (Energisation Operational Notification)
b) ION (Interim Operational Notification)
c) FON (Final Operational Notification)

7.3. In connection with the issue of EON (Article 8), ION (Article 9) and FON (Article 10), the Producer and Energinet review and clarify any ambiguities. All documentation related to EON, ION and FON must be submitted to Energinet electronically.

8. Issue of EON

8.1. EON for the Generation Facility will be issued by Energinet during Grid Connection Establishment when Energinet deems the physical, safety-related, and operational conditions adequate, and an Interconnection Agreement has been entered into.

8.2. An EON gives the Producer the right to energise the internal grid and auxiliary equipment in the Generation Facility via the Connection Point.

8.3. An EON does not give the Producer the right to operate the Generation Facility or supply electricity from the Generation Facility to the Transmission System via the Connection Point.

9. Issue of ION

9.1. ION for the Generation Facility will be issued by Energinet when the Energinet has approved the necessary documentation.

9.2. Energinet can require the following documentation from the Producer to issue an ION:

a) A declaration of conformity specified in detail
b) Detailed technical information about the Generation Facility relevant to the grid connection as determined by Energinet
c) Product certificates for the facility issued by an approved certification body in cases where these form part of the basis for the conformity documentation
d) Simulation models as determined and required by Energinet
e) Studies documenting static state and dynamic performance
f) Details of the planned practical conformity testing methods.

9.3. Energinet has prepared a guideline on the issue of ION for generation facilities which are governed by the RfG requirements, including information about documentation requirements. The guideline is available on Energinet's website.

9.4. The complete ION documentation must be satisfactory and received by Energinet no later than three months prior to the expected approval date. If

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the Producer's documentation is incomplete or submitted too late, this may delay the connection of the Generation Facility.

9.5. The ION gives the Producer the right to operate the Generation Facility via the Grid Connection Point for a limited period of time for the purpose of running tests and validating requirements.

9.6. Energinet will specify a reasonable period of validity, however not exceeding 24 months in total, for the ION on the basis of the Generation Facility type, complexity, and the specific circumstances.

9.7. If the ION validity period expires without Energinet having issued an FON for the Generation Facility, the Producer must no longer operate the Generation Facility.

9.8. The Producer may apply for an ION extension at least one month before this expires. Any ION extension exceeding 24 months requires an RfG derogation, which is decided by the Danish Utility Regulator.

10. Issue of FON

10.1. FON for the Generation Facility will be issued by Energinet when Energinet has approved the necessary documentation, and it has been documented that any nonconformity found during the ION period has been resolved.

10.2. Energinet can require the following documentation from the Producer to issue an FON:

a) A declaration of conformity specified in detail
b) An update of applicable technical information, simulation models and studies using actual values measured during testing

10.3. Before issue of the FON, the Parties must complete the Agreement, Appendix 1.4, with the agreed operational settings, e.g. maximum power gradient, voltage control droop and frequency control droop etc.

10.4. The FON gives the Producer the right to operate the Generation Facility via the Connection Point.

11. Technical aspects in the Connection Point

11.1. Energinet must state the maximum and minimum short-circuit levels in the Connection Point with the Producer in the Agreement, Appendix 1.1. The short-circuit levels stated are indicative and may change over time as a result of changes in the Electricity Supply System. The Producer must ensure that the Generation Facility can always handle the short-circuit levels applicable at any given time.

11.2. Energinet must inform the Producer of the impedance characteristics from the 2nd to the 50th harmonic order in the Connection Point in the Agreement, Appendix 1.2.

11.3. By making a well-founded written request, the Producer can receive updated short-circuit levels and/or specific impedance characteristics from Energinet.

12. Technical requirements for the Generation Facility

12.1. The Generation Facility must comply with the requirements in force at any time pursuant to current legislation and regulation, including EU regulations and regulations.

12.2. The most important requirements for the Generation Facility pursuant to current legislation and regulation at

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the time of entering into the Grid Connection Agreement are stated in the Agreement, Article 3.3.

12.3. The Generation Facility must comply with the Technical Requirements in the Connection Point, specifically stated in the Agreement, Article 3.1.

12.4. Information exchange must be established as follows:

a) The Producer must provide signals in accordance with approved information exchange requirements, determined on the basis of the RfG and SO GL (regulation requirement 5.8.10 and regulation requirement 5.8.12), which are available on https://energinet.dk.

b) The Producer must also provide signals as specified in the Agreement, Appendix 2.2.

12.5. Energinet determines the earthing method for the Generation Facility in the Agreement, Appendix 1.3.

12.6. The Generation Facility must be connected and operated in a way that does not inconvenience Energinet's operation of the Transmission System as regards the requirements for efficient earthing of the Transmission System.

12.7. Energinet determines the scope of establishment of system protection in the Agreement, Appendix 1.3.

12.8. The Generation Facility must use the following parameters when synchronising:

a) Transmission System frequency

b) Transmission System voltage amplitude

c) Transmission System phase angle and phase sequence

d) Permissible tolerances for the above parameters.

12.9. The Generation Facility must comply with the requirements for Power Quality, including the requirements and emission limit values stated in the Agreement, Appendix 1.2.

13. Verification and documentation of grid connection

13.1. When connecting the Generation Facility and in connection with Energinet's issue of EON, ION and FON, the Producer must provide documentation of compliance with Technical Requirements for the Generation Facility, including legislation and regulation applicable at any time.

13.2. The Producer must ensure on an ongoing basis, both during the Producer's establishment of the Generation Facility and after the issue of EON, ION and FON, that the facility data submitted for the Generation Facility are up-to-date and correct in accordance with the Producer's obligations under applicable legislation and regulation.

14. Facility operation

14.1. Each Party must set up operation of own facilities in consideration of and with the following priority:

a) Personal safety

b) Facility safety

c) Security of supply.

14.2. Each Party must maintain both continuous operation of own facilities and mutual collaboration on the operation of facilities in order to ensure high levels of availability, power quality and security of supply.

14.3. In addition to complying with applicable legislation, regulations and orders issued by public authorities and/or Energinet, the Parties' interconnection managers must also cooperate on the issue of grid operation instructions on the operation of both Parties' facilities.

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14.4. The Parties must coordinate protection systems, equipment, and settings in the Connection Point.

14.5. The Producer must ensure that the Generation Facility is dimensioned and equipped with the protective functions necessary to safeguard the facility against damage due to faults and incidents in the Electricity Supply System.

14.6. Each Party must notify the other Party of identified faults and defects that may lead to restrictions on the operation of the facilities or incidents that may otherwise cause abnormal operating situations. The Parties' interconnection managers are charged with this duty of disclosure, and information must be exchanged immediately after discovery of the matter.

14.7. Each Party must avoid exposing the other Party's facility to damage, including electrical, thermal, or mechanical overload of components or facilities.

14.8. The Generation Facility must at all times be able to withstand the current short-circuit level in the Connection Point.

14.9. The Parties must not perform switching that entails that the Producer's facility is used for distribution or transmission system activities unless the Producer has the right to operate the facilities for these activities, including authorisation for these activities or derogation from these activities.

14.10. The Producer must participate in Energinet's outage planning, as described in the legislation and regulation concerning outage planning applicable from time to time.

15. System disturbances

15.1. The Parties must cooperate on the localisation, handling, and analysis of causes of system disturbances, faults, and emergency situations. Each party must eliminate causes of system disturbances, faults, and emergency situations in own facilities without undue delay upon discovery.

15.2. The Producer must notify Energinet of significant system disturbances in the Producer's own facilities immediately, and no later than 24 hours after the occurrence of the system disturbance.

15.3. Each Party must handle system disturbances efficiently and in the following order of priority:

a) Personal safety
b) Facility safety
c) Security of supply.

15.4. Each Party must perform selective disconnection in the event of fault(s).

15.5. The Parties must assist each other in the localisation, handling, and analysis of faults. Upon request in this connection, the Parties must exchange relevant information and data for the analysis and reporting of system disturbances.

15.6. Each Party must, without undue delay, remedy any problem, fault and/or defect in own facilities, which will affect the Electricity Supply System.

15.7. Each Party has the right to implement necessary measures/disconnection of the facilities in order to avoid immediate personal injury and significant facility damage without prior notification of the other Party and in observance of current legislation and regulation. The other Party must be notified without undue delay hereafter.

15.8. The Producer must promptly notify Energinet in any of the following circumstances:

a) The generation facility is being significantly modified or has temporarily lost properties, which affects its performance.

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b) Equipment faults lead to non-compliance with one or more relevant requirements.

15.9. In case of incidents covered by Article 15.8, the Producer must apply for an LON for the Generation Facility.

15.10. Energinet may issue an LON for the Generation Facility, which gives the Producer a total period of 12 months from the date of occurrence of the incident to comply with the requirements, term and conditions of the Grid Connection Agreement and current legislation and regulation. An LON extension exceeding 12 months requires an RfG derogation, which is decided by the Danish Utility Regulator.

15.11. The Producer's allocated drawing right, cf. the Agreement, Article 2, is dependent on the condition that the Transmission System is intact and on the condition that public authorities and/or Energinet as transmission system operator have not ordered a reduction of and reduced the transfer capacity in the Transmission System in emergencies or in situations of immediate threats to personal safety, facility safety or the security of supply in accordance with legislation and regulation applicable from time to time in such situations.

15.12. As defence service supplier and BNB, the Generation Facility must use the measures in NC ER, including in particular articles 15-16, 18-21, as specified in the defence plan. NC ER Article 15 (5)-(8) are applicable as of 18 December 2022.

16. Energy metering and energy payment

16.1. Under the Danish Electricity Supply Act, the DSO in the relevant area is responsible for energy metering for Generation Facilities connected to the Transmission system.

16.2. The Producer's payment for energy metering, settlement, monitoring, maintenance, etc. must be agreed between the DSO and the Producer.

16.3. Placement of energy meters and other relevant measuring equipment will take place in collaboration with and, to the extent necessary, according to the instructions from Energinet.

16.4. If the Generation Facility is not located in a DSO grid area, Energinet will state specifically the terms and conditions for energy metering in the Agreement.

16.5. The Producer must pay the costs and/or fees applicable at any time of the metered data collector for energy metering etc. of the Generation Facility and costs related to metering of Generation Facilities, including costs in connection with the reestablishment of metering cores in the power transformer and voltage transformer.

16.6. The Producer must pay for the use of the Electricity Supply System at transmission level in accordance with the applicable legislation and regulation in force. Energinet's tariffs for transmission-connected generation facilities are registered with the Danish Utility Regulator.

17. Other Grid Connection terms and conditions

17.1. Continuous expansion and reinforcement of the Transmission System will be made, and any associated costs will be paid for by Energinet in accordance with applicable legislation and regulation, including methods.

17.2. If the Producer wants to make modifications to its own facility which will impact Energinet's installations, this must be agreed with and approved by Energinet in advance.

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17.3. Modifications in the relevant bays must be performed in close collaboration between the Parties' interconnection managers in compliance with the Interconnection Agreement.

17.4. If the Producer wants to make modifications to the Generation Facility after the Generation Facility has been issued an FON, the process for changes must follow that stated in the legislation and regulation applicable at any time, including the RfG.

18. Costs of operation, maintenance, and modifications

18.1. Each Party must incur the costs of operation and maintenance of their own facilities and their own costs of collaboration between the Parties.

18.2. Each Party must incur the costs of its own facilities and internal grids, including costs of modifications resulting from necessary changes to the Electricity Supply System, unless otherwise stated in applicable legislation, regulation, or other agreement(s). Thus, each Party's costs must adhere to the agreed operating and maintenance limits as stated in the Agreement, Appendix 3.2. This means, for example, that:

a) Energinet's operation and maintenance costs associated with its own facilities and land must be paid in full by Energinet.

b) The Producer's operation and maintenance costs associated with its own facilities and land must be paid in full by the Producer.

c) Applicable tariffs etc. for use of the Transmission System via the Connection Point must be paid in full by the Producer.

d) Payment of costs related to the set-up, monitoring, maintenance, etc. of energy metering in the Connection Point must be paid in full by the Producer.

18.3. If contamination of soil, concrete etc. is detected in connection with the Producer's foundations and other high-voltage equipment, the Producer is fully responsible for the necessary work to clean contaminated areas and objects, including disposal of contaminated materials. All costs related to decontamination, disposal etc. must be paid by the Producer.

18.4. If the noise requirements applicable at any time to noise from the Producer's facility cannot be complied with, the Producer must ensure that the necessary acoustic screens or similar are established. All costs associated with reducing noise from the Generation Facility must be paid by the Producer.

18.5. Additional services not covered by the above principles, and costs of additional services, can only be agreed in writing between the Parties subject to the rules in the Danish legislation within the electricity sector. Any such agreement must be enclosed as a separate appendix to the Agreement.

19. Confidentiality

19.1. These Terms and Conditions comprise general conditions, which are publicly available and not subject to confidentiality.

19.2. The Agreement also comprises a number of general conditions, which are not subject to confidentiality. However, the Agreement and its individual appendices may comprise certain confidential elements of a technical and financial nature specific to the facility. Such information must be kept confidential by both Parties in accordance with applicable legislation and rules and as stated below.

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19.3. A Party may only disclose confidential information to third parties to the extent necessary to allow them to use the information to perform services for one of the Parties in connection with the Grid Connection Agreement. The Party disclosing such confidential information must ensure that the third party receiving the information is subject to a duty of confidentiality with at least the same scope as that covered by the Grid Connection Agreement.

19.4. Notwithstanding the above, each Party may disclose confidential information to the extent that the Party is obliged to do so pursuant to current legislation and rules, including the public administration act, the environmental information act and other legislation on access to documents from public authorities. Prior to such disclosure, the disclosing Party must, to a reasonable extent, notify the other Party hereof insofar as possible, so that the other Party can take legal measures to the extent possible and desirable to prevent or minimise the extent of such disclosure and/or make a statement on why this information may, for example, damage said Party's business.

19.5. The Producer agrees to it that Energinet registers the Agreement, Establishment Terms and Conditions, Grid Connection Terms and Conditions, Appendix 1.2, and Appendix 1.3 with the Danish Utility Regulator in order for the Danish Utility Regulator to ensure that the requirements stated in the Grid Connection Agreement are in conformity with the RfG. Energinet will state in the registration that the documents may contain sensitive information subject to confidentiality.

20. Responsibility

20.1. The Parties are, subject to the limitations and specifications that follow from the Grid Connection Agreement, mutually liable in accordance with the general rules of Danish law.

20.2. Neither Party is liable to the other Party for any operating losses, production losses, profit losses or other indirect losses.

20.3. Each Party's liability for damages, except personal injuries, is limited to DKK 25,000,000 per case of damage or per actionable event.

20.4. However, the limitation of liability stipulated above in articles 20.2 and 20.3 does not apply if the damage or actionable event is a result of the Party having acted with intent or shown gross negligence.

20.5. Each Party will take out necessary and adequate insurance for the Party's own facilities and liability.

21. Force majeure

21.1. Neither Party is liable for any non-performance of its obligations if such non-performance is due to force majeure.

21.2. Force majeure must be understood as circumstances:

a) which are outside the control of the contractually bound Party,
b) which prevent the contractually bound Party from complying with the Grid Connection Agreement, and
c) which the contractually bound Party could not reasonably have avoided, overcome, or remedied when the situation arose.

21.3. The conditions stated in this clause (non-exhaustive) must be regarded as force majeure provided that the conditions in Article 21.2 are met. Force majeure and force majeure situations mean, among other things, damage or loss resulting from consequences

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of earthquakes, cyclones, hurricanes or other natural disasters, war, war-like actions, violation of neutrality, civil war, riots, terrorism, civil unrest or measures to safeguard against this, strike, epidemics or pandemics, power line breaches as a result of extreme degrees of cold and/or storms and/or exceptionally high salt deposits, overvoltage due to lightning, explosion crashes of aircrafts or parts thereof, submarine or boat collisions, hacker attacks or other computer manipulation as well as damage or loss directly or indirectly associated with core reactions (fission, fusion and other radioactive radiation), whether the damage or loss occurs in time of war or peace.

22. Amendments, renegotiation, and assignment

22.1. The Grid Connection Agreement can only be amended if the Parties have made a prior written agreement, and any amendment is enclosed with this Agreement as additional agreements numbered consecutively, starting with additional agreement 1.

22.2. Each Party may request renegotiation of the Grid Connection Agreement in the event of any significant changes to the prerequisites and basic assumptions of the Grid Connection Agreement between the Parties.

22.3. If one or more aspects governed by the Grid Connection Agreement are contrary to or conflicting with applicable mandatory legislation or regulation by public authorities, or in the event of renegotiation between the Parties having been ordered by public authorities, the Agreement must be renegotiated. If the Parties cannot reach an agreement on an amendment as required above, the Grid Connection Agreement will be automatically amended so that the provision(s) in the Grid Connection Agreement that are contrary to mandatory rules are adjusted to the extent necessary to bring them into compliance with such rules.

22.4. Except in the circumstances specified in articles 22.5 and 22.6, no Party may assign rights or obligations under the Grid Connection Agreement without the prior written consent of the other Party. Such consent must not be unreasonably withheld.

22.5. Subject to notification of the Producer, Energinet may assign its rights and obligations under the Grid Connection Agreement to any enterprise within the Energinet Group, as defined by corporate law, that performs Energinet's obligations as specified in the Danish Electricity Supply Act.

22.6. After the issue of an FON for the Generation Facility, the Producer may, by notice to Energinet, assign the Producer's rights and obligations under the Grid Connection Agreement in their entirety to any wholly-owned company in the Producer's group, as defined by corporate law, provided that the receiving enterprise is the legal owner of the physical facilities connected to Energinet's Transmission System, including the Generation Facility. Transfer of the Producer's rights and obligations under Grid Connection Establishment is subject to prior consent by Energinet, and only on the condition of continued compliance with Energinet's requirements for sufficient security for grid connection establishment.

23. Commencement and termination

23.1. This Grid Connection Agreement enters into force when both parties have signed the agreement.

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23.2. Termination of the Grid Connection Agreement under Grid Connection Establishment is governed by the Establishment Terms and Conditions.

23.3. After the issue of the FON, the Grid Connection Agreement may be terminated in writing by the Producer giving one month's written notice to Energinet.

23.4. Termination of the Grid Connection Agreement entails, among other things, that no electricity can be generated for the Transmission System through the Connection Point.

24. Governing law and dispute resolution

24.1. The Grid Connection Agreement in its entirety is governed by Danish law.

24.2. Both Parties are obliged to seek to resolve disputes constructively and loyally through dialogue and negotiations without undue delay following the occurrence of the dispute.

24.3. Disputes that fall within the remit of the Danish Utility Regulator, the Energy Board of Appeal or other relevant complaints authorities will be settled by the relevant complaints authority.

24.4. Disputes which cannot be settled through negotiation within a reasonable time, and which fall outside the remit of the relevant complaints authorities, will be settled by the Danish courts unless otherwise agreed between the Parties at the time of occurrence of the dispute.