

Ordinance on General Conditions for Basic Supply to Household Customers and Replacement of Electricity from the Low Voltage Electricity Supply Ordinance of 26 October 2006 (BGBl. I p. 2391), which was last amended by Article 4 of the Ordinance of 14 March 2019 (BGBl. I p. 333)

Summary of contents Part 1 General provisions

Section 1 Scope, Definitions
Section 2 Conclusion of the contract
§ 3 Ersatzversorgung

Part 2 Supply

Section 4 Demand coverage
Section 5 Type of supply; Changes to general prices and supplementary conditions
Section 5a Calculation reassessment in the event of changes in state-appointed or re-determined burdens
Section 6 Scope of basic services
Section 7 Extension and modification of equipment and consumables; Communication obligations

Part 3 Tasks and rights of the basic provider

Section 8 Measuring devices
§ 9 Zutrittsrecht
Section 10 Penalty of the Contract

Part 4 Settlement of energy supply

Section 11 Reading
Section 12 Settlement
Section 13 Instalment payments
Section 14 Prepayments
Section 15 Security
Section 16 Invoices and discounts
Section 17 Payment, Delay
§ 18 Berechnungsfehler

Part 5 Termination of the basic service relationship

Section 19 Interruption of supply
Section 20 Termination
Section 21 Termination without notice

Part 6 Final Provisions

Section 22 Place of jurisdiction
Section 23 Transitional arrangements

Part 1 General Provisions

Paragraph 1 Scope, definitions (1) This Regulation lays down the general conditions under which low-voltage electricity supply undertakings are to supply electricity to household customers in the context of basic services in accordance with Paragraph 36(1) of the Energy Economics Act at general prices. The provisions of this Regulation form part of the basic supply contract between basic suppliers and household customers. Insofar as the measurement is carried out with a measuring device in accordance with Section 2 point 7 or 15 of the Measuring Point Operations Act and, at the customer's request, nothing else has been expressly agreed with the basic supplier, the basic supply contract includes a combined contract within the meaning of Section 9 paragraph 2 of the Measuring Point Operations Act, in the context of which the basic supplier concludes the measuring point contract with the measuring point operator in accordance with Section 9 paragraph 1 sentence 1 number 2 of the Measuring Point Operations Act. This Ordinance also regulates the conditions for replacement supply in accordance with Section 38(1) of the Energy Economics Act. It shall apply to all supply contracts concluded after 12 July 2005, provided that they have not been terminated before 8 November 2006. 2. For the purposes of this Regulation, customers shall be the household customer and, in the context of the replacement supply of final consumers. (3) For the purposes of this

Ordinance, the basic supplier is an electricity supply company which, in accordance with Paragraph 36(1) of the Energy Economics Act, provides the basic electricity supply in a network area. Section 2 Conclusion of the contract (1) The basic service contract is to be concluded in text form. If it has been achieved in other ways, the basic supplier must immediately confirm the conclusion of the contract to the customer in text form. 2. If the basic supply contract is concluded by taking electricity from the electricity supply network of the general supply through which the basic supplier carries out the basic supply, the customer shall be obliged to inform the basic supplier immediately in text form of the withdrawal of electricity. The obligation to notify shall also apply if the supply of the customer by an electricity supply company ends and the customer has not established a subsequent supply relationship with another electricity supply company. (3) A basic service contract or the confirmation of the contract must contain all the information necessary for the conclusion of a contract, in particular: 1. Information about the customer (company, register court and register number or surname and first name as well as address and customer number), 2. Information about the plant address and the name of the meter or the place of establishment of the meter, 3. Information about the basic supplier (company, register court, register number and address), 4. Information about the plant address and the name of the meter or the place of establishment of the meter, 3. Information about the basic supplier (company, register court, register number and address), 4. , in whose network area the basic supply is carried out (company, Register court, register number and address) and the measuring point operator as well as 5. Information on the general prices in accordance with Section 36 paragraph 1 of the Energy Economics Act, whereby the following charges, insofar as they form part of the calculation of the applicable general prices, are to be shown separately: a) the electricity tax in accordance with Section 3 of the Electricity Tax Act of 24 March 1999 (BGBl. I p. 378; 2000 I p. 147) , which was last adopted by Article 2 of the Law of 5 May, (BGBl. I p. 2436, 2725), as amended, (b) the concession levy in accordance with Paragraph 4 (1) and (2) of the Concession Tax Ordinance of 9 January 1992 (BGBl. I p. 12, 407), which was last amended by Article 3(4) of the Ordinance of 1 November 2006 (BGBl. I p. 2477). (c) separately the levies and surcharges in accordance with Section 60 paragraph 1 of the Renewable Energy Sources Act, Section 26 of the Combined Heat and Power Act, Paragraph 19(2) of the Electricity Network Charges Ordinance, Section 17f(5) of the Energy Economics Act and Section 18 of the Ordinance on Switchable Loads of 28 December 2012 (BGBl. I p. 2998), (d) separate the network charges and, in so far as they are the subject of the basic service contract in accordance with Paragraph 1(1) sentence 3, the charges of the measuring station operator or the charges of the operators of energy supply networks for the measuring station and measurement. If the basic supplier does not have the information in sentence 1 point 1, the customer is obliged to inform the basic supplier on request. In addition to the information referred to in point 5 of point 1, the basic supplier shall indicate the share of the cost of the basic service, which is calculated from the general price after deduction of VAT and charges referred to in point 5 of point 1, and to designate that share of the cost separately. The basic supplier shall publish the respective charges in accordance with sentence 1(5) as well as the information referred to in sentence 3 in their respective amounts with the publication of the general prices in accordance with section 36 paragraph 1 sentence 1 of the Energy Economics Act on its website. The basic supplier shall draw additional information on the publication of the respective levels

of the charges referred to in point (c) of the first sentence on an information platform of the German transmission system operators. In addition, the contract or the confirmation of the contract must be pointed out to 1. the General Terms and Conditions and these supplementary conditions, (2) the possibility for the customer to assert claims against the network operator pursuant to Section 6 paragraph 3 sentence 1 and 3. to call the customer's right pursuant to Section 111b paragraph 1 sentence 1 of the Energy Economics Act, the address and the website of the competent conciliation body , the supplier's obligation to participate in the conciliation procedure and the consumer service of the Federal Electricity and Gas Agency and its address. The basic supplier must also publish the information in accordance with sentence 6 point 3 on its website. (4) The basic supplier is obliged to hand over the General Terms and Conditions free of charge to each new customer in good time before the conclusion of the contract and in the cases of paragraph 1 sentence 2 with the confirmation of the conclusion of the contract and on request to the other customers. The first sentence shall apply accordingly to the supplementary conditions; the basic supplier must make this public and publish it on its website. 5. The conclusion of a basic service contract shall not be made conditional on payment arrears of a previous follow-up user being settled. Section 3 Replacement Supply (1) For the replacement supply pursuant to Section 38 of the Energy Economics Act, Sections 4 to 8, 10 to 19 and 22 as well as for the termination of the replacement supply in accordance with Section 38 (2) sentence 1 of the Energy Economics Act, Section 20 (3) accordingly apply; Section 11 (2) applies on the proviso that the basic supplier may estimate energy consumption on the basis of a calculation delimitation and charge for the pro rata consumption. (2) The basic supplier shall inform the customer immediately after noting the date of the start and end of the replacement supply in text form. In doing so, it shall also state that, at the latest after the end of the replacement supply, the conclusion of a subscription contract by the customer is necessary in order to continue the purchase of electricity; paragraph 2 (2) must be noted.

Part 2 Supply

Section 4 Demand coverage The customer is obliged for the duration of the basic supply contract to cover all his electricity requirements from the electricity supplies of the basic supplier. Excluded is the demand coverage by self-generated cogeneration plants up to 50 kilowatts of electrical power and from renewable energies; also by self-sufficient installations which are used exclusively to ensure the demand for electricity when the basic supply is suspended (emergency generators). Emergency generators may not be used for testing for more than 15 hours per month outside their actual regulations. Section 5 Type of supply; Changes in the general prices and supplementary conditions (1) Which type of electricity (rotating current or alternating current) and voltage type are to be decisive for the contractual relationship is determined by the type of electricity and voltage of the respective electricity supply network of the general supply to which the system through which the customer receives electricity is connected. 2. Changes to the General Rates and Supplementary Conditions shall take effect at the beginning of each month and only after public notification, which must take place at least six weeks before the proposed change. The basic supplier is obliged to send a letter to the customer about the intended changes at the same time as the public announcement and to publish the changes on its website; in this case, he shall indicate the scope, the reason and the conditions for the change, as well as the reference to the rights of the customer in

accordance with paragraph 3 and the information referred to in Section 2 paragraph 3 sentence 1 number 5 and sentence 3 in a clear form. (3) In the event of a change in the General Rates or supplementary terms, the Customer has the right to terminate the Contract without observance of a notice period at the time of the changes taking effect. Changes to the General Prices and Supplementary Conditions shall not take effect against the customer who, in the event of termination of the contract with the basic supplier, proves that the supplier will be initiated by the corresponding conclusion of the contract within one month of receipt of the termination. Section 5a Calculation recalculation in the event of changes in state-appointed or regulated charges (1) In the event of changes in the charges referred to in Section 2 paragraph 3 sentence 1, point 5, which have been incorporated into the calculation of the general price, the basic supplier is entitled, in compliance with the applicable legal provisions, to re-determine the general prices at any time and to incorporate the change into the result of the calculation. If the balance of the charges referred to in Section 2 paragraph 3 sentence 1 point 5 letter a to c decreases, the basic supplier is obliged, by way of derogation from the first sentence, to recalculate the general prices immediately and to incorporate the reduced balance into the result of the calculation. The obligation to re-identify in accordance with the second sentence shall not arise during the period from 15 October to 31 December of each year until all the charges for the following year covered by the first sentence have been fixed. (2) Other rights and obligations for the recalculation and the rights and obligations with respect to changes in the general prices as well as the obligations of the basic supplier pursuant to Section 5 paragraph 2 and the rights of the customer in accordance with Section 5 paragraph 3 remain unaffected. Section 6 Scope of basic supply (1) In the interests of the customer, the basic supplier is obliged to conclude the contracts with network operators necessary for the implementation of the basic service and, unless otherwise agreed in accordance with section 1 paragraph 1 sentence 3, with measuring point operators. He must take the measures possible for him in order to provide the customer with electricity at the end of the grid connection, which the customer is entitled to use under the Low Voltage Connection Ordinance, at the respective general prices and conditions. Electricity is supplied within the framework of basic services for the purposes of final consumption. (2) The basic supplier is obliged to satisfy the customer's electricity needs within the framework of Section 36 of the Energy Economics Act and to make electricity available at any time for the duration of the basic supply contract in accordance with paragraph 1. This does not apply, 1. insofar as the General Prices or General Terms and Conditions provide for time restrictions, 2. to and as long as the system operator has interrupted the connection and the use of the connection in accordance with Section 17 of the Low Voltage Connection Ordinance or Section 24 (1), 2 and 5 of the Low Voltage Connection Ordinance or 3. to the extent that the basic supplier is not economically prevented from generating, purchasing or supplying electricity in accordance with the contract by force majeure or other circumstances, the elimination of which is not possible for him or cannot be economically prevented within the meaning of Section 36 (1) sentence 2 of the Energy Economics Act. 3. In the event of interruption or irregularities in the electricity supply, in so far as there are consequences of a disruption of the network operation, including the grid connection or a disturbance of the measuring point operation, the basic supplier shall be exempted from the obligation to provide services. Sentence 1 shall not apply to the

extent that the interruption is based on unjustified measures taken by the basic supplier in accordance with Paragraph 19. The basic supplier is obliged to comply with its regulation on general conditions for the basic supply of household customers and the replacement supply of electricity from the low-voltage electricity supply regulation of 26 May. October 2006 (BGBl. I p. 2391), which was last amended by Article 4 of the Ordinance of 14 March 2019 (BGBl. I p. 333), has been amended by customers to provide customers without delay on request about the facts related to the damage caused by the network operator or the measuring point operator in so far as they are known to him or can be reasonably informed by him. Section 7 Extension and modification of equipment; Notification obligations Extensions and changes to customer facilities as well as the use of additional consumables must be communicated to the basic supplier insofar as this changes price parameters. Further details of the content of the communication may be provided by the basic supplier in supplementary conditions.

Part 3 Tasks and rights of the basic provider

Section 8 Measuring devices (1) The electricity supplied by the basic supplier is determined by the measuring devices in accordance with the provisions of the Measuring Station Operating Act. (2) The basic supplier is obliged, at the request of the customer, at any time to initiate an inspection of the measuring devices by a calibration authority or a state-recognised inspection body within the meaning of Section 40 paragraph 3 of the Measuring and Calibration Act at the measuring point operator. If the customer does not submit the application for examination to the basic supplier, he must notify him at the same time as the application is made. The costs of the test shall be charged to the basic supplier if the deviation exceeds the legal traffic error limits, otherwise the customer. Section 9 The customer must, after prior notification, allow the representative of the network operator, the measuring point operator or the basic provider, with an identity card, access to his property and its premises, insofar as this is necessary for determining the price bases or for reading the measuring devices in accordance with Section 11. The notification can be made by notifying the respective customers or by displaying it to or in the respective house. It must be carried out at least one week before the date of appointment; at least one replacement date must be offered. The customer must ensure that the measuring devices are accessible. Footnote Section 9 sentence 2 Italic pressure: Instead of "at or in the respective house" it must be correctly "at or in the respective house" in accordance with Section 10 contractual penalty (1) If the customer uses electricity under circumvention, influence or before the installation of the measuring devices or after interruption of the basic supply, the basic provider is entitled to demand a contractual penalty. This shall be calculated for the duration of unauthorised use, but for a maximum of six months on the basis of a daily use of the unauthorised use of the consumable consumable se-per-consumables of up to ten hours in accordance with the general price applicable to the customer. (2) A contractual penalty may also be required if the customer intentionally or through gross negligence violates the obligation to provide the information necessary for the pricing. The penalty shall be twice as much as the customer would have had to pay in addition to the General Price applicable to him if he had fulfilled his obligation. It may be required for a period of six months at the most. 3. Where the duration of unauthorised use or the commencement of the obligation to notify cannot be established, the penalty may be levied in accordance with paragraphs 1 and 2 for an estimated period not exceeding six months.

Part 4 Settlement of energy supply

Section 11 Reading (1) The basic supplier is entitled to use for the purposes of billing the reading data or lawfully determined replacement values, which it has received from the network operator or from the measuring station operator or from the third party carrying out the measurement. (2) The basic supplier may read the measuring devices themselves or require that they be read by the customer if this is done 1. for the purpose of billing in accordance with Section 12 (1), 2. on the occasion of a change of supplier or 3. in the case of a legitimate interest of the basic supplier in a review of the reading. The customer can object to a self-reading in individual cases if this is not reasonable for him. In the event of a justified objection under sentence 2, the basic supplier may not charge a separate fee for its own reading. 3. If the network operator, the measuring point operator or the basic supplier is not able to enter the property and the premises of the customer for the purpose of reading, the basic supplier may estimate consumption on the basis of the last reading or in the case of a new customer after the consumption of comparable customers, taking due account of the actual circumstances. The same applies if the customer does not perform an agreed self-reading or is late. Section 12 Billing (1) Electricity consumption is billed in accordance with Section 40 paragraph 3 of the Energy Economics Act. 2. If consumption-related prices change within a accounting period, the consumption relevant to the new prices shall be calculated on a pro-rata basis; seasonal fluctuations in consumption must be duly taken into account on the basis of the experience of household customers. The same applies in the event of a change in the VAT rate and revenue-related tax rates. (3) In the case of a delivery in accordance with Section 2(2) of the second paragraph, a flat-rate calculation of consumption per sum is permitted in accordance with paragraph 2 sentence 1, unless the customer can prove a consumption lower than that specified by the basic supplier. 13 Instalment payments (1) If consumption is billed for several months, the basic supplier may demand a payment in advance for the electricity consumed after the last settlement. This is to be calculated pro rata for the period of the down payment according to consumption in the last settled period. If such a calculation is not possible, the payment in severdown shall be calculated on the basis of the average consumption of comparable customers. If the customer demonstrates that his consumption is significantly lower, this shall be taken into account appropriately. 2. Where the general prices change, the advance payments after the price change may be adjusted accordingly at the rate of the change in price. 3. If the settlement reveals that excessive advance payments have been requested, the excess amount shall be reimbursed immediately and shall be offset against the next claim for instalments at the latest. After the end of the supply relationship, overpaid discounts must be reimbursed immediately. Section 14 Advance payments (1) The basic supplier is entitled to demand advance payment for the electricity consumption of a billing period if, in the circumstances of the individual case, there is reason to believe that the customer is not fulfilling his payment obligations or is not fulfilling his payment obligations in due time. In the event of a request for advance payment, the customer must be informed of this explicitly and in an intelligible form. At least the start, amount and reasons for the advance payment and the conditions for their removal shall be indicated. 2. The advance payment shall be based on the consumption of the previous billing period or the average consumption of comparable customers. If the customer demonstrates that his consumption is

significantly lower, this shall be taken into account appropriately. If the billing period extends over several months and the basic provider collects instalment payments, he can only demand the advance payment in as many instalments. The prepayment must be charged at the next invoice issue. 3. Instead of requesting an advance payment, the basic supplier may set up a cash or chip card counter or other comparable prepayment systems at the customer's place. Section 15 Security (1) If the customer is not willing or unable to make advance payment in accordance with Section 14, the basic supplier may demand a reasonable amount of security. (2) Cash collateral is interest-bearing at the respective base interest rate in accordance with Section 247 of the Civil Code. (3) If the customer is in default and does not immediately meet his payment obligations from the basic service relationship after a renewed request for payment, the basic provider may exploit the security. This should be noted in the request for payment. Losses in the sale of securities are borne by the client. 4. The security shall be returned immediately if advance payment can no longer be requested. Section 16 Invoices and discounts (1) Forms for invoices and discounts must be easy to understand. The calculation factors relevant to the claim must be identified in full and in a generally comprehensible form. 2. The basic supplier shall indicate at least two possible payment methods in the supplementary conditions. Section 17 Payment, late payment (1) invoices and discounts shall be due at the time specified by the basic supplier, but at the earliest two weeks after receipt of the request for payment. Objections to invoices and inseverciphercalculations shall only entitle the basic supplier to deferral or refuse payment only, 1. where there is a serious possibility of a manifest error or (a) where(a) the consumption indicated in an invoice is more than twice as high as the comparable consumption in the previous billing period for no apparent reason and (b) the customer requires a verification of the measuring device and as long as the verification does not establish the correct functioning of the measuring instrument. Section 315 of the Civil Code remains unaffected by the second sentence. 2. In the event of a delay in payment by the customer, the basic supplier may, if he requests payment again or has the amount collected by an agent, calculate the costs incurred by it in structurally comparable cases on a flat-rate basis; the flat-rate calculation must be easy to understand. The flat rate may not exceed the expected costs after the normal course of events. At the customer's request, the basis of calculation must be proven. (3) The customer can only offset against claims of the basic supplier with undisputed or legally established counterclaims. Section 18 Calculation error (1) If an inspection of the measuring equipment reveals that the traffic error limits have been exceeded or if errors are found in the determination of the invoice amount, the overpayment shall be repaid by the basic supplier or the shortfall shall be paid by the customer. If the size of the defect is not correctly determined or a measuring device does not indicate, the basic supplier shall calculate consumption for the period since the last error-free reading from the average consumption of the reading period preceding it and the reading period following the determination of the defect, or on the basis of previous consumption by estimate; the actual circumstances must be taken into account appropriately. In the case of calculation errors due to an incorrect function of a measuring device, the corrected consumption of the recalculation determined by the measuring station operator and communicated to the customer shall be used. 2. Claims referred to in paragraph 1 shall be limited to the reading period preceding the detection of the defect, unless the effect of the defect can be

established over a longer period; in this case, the right is limited to a minimum of three years.

Part 5 Termination of the basic service relationship

Section 19 Interruption of supply (1) The basic supplier is entitled to have the basic service interrupted without prior threat by the network operator if the customer is guilty of this regulation to a considerable extent and the interruption is necessary to prevent the use of electrical work under circumvention, influence or before the measuring equipment is attached. (2) In the case of other infringements, in particular in the event of non-fulfilment of a payment obligation despite a reminder, the basic supplier is entitled to have the basic service interrupted four weeks after the threat and to entrust the competent network operator with the interruption of the basic supply in accordance with Section 24(3) of the Low Voltage Connection Ordinance. This does not apply if the consequences of the interruption are disproportionate to the gravity of the infringement or if the customer demonstrates that there is a reasonable prospect that he will comply with his obligations. The basic supplier may also threaten the interruption of basic services by means of a reminder, provided that this is not disproportionate to the gravity of the infringement. Due to late payment, the basic supplier may only have an interruption carried out under the conditions set out in sentences 1 to 3 if the customer is in default after deduction of any down payments with payment obligations of at least 100 euros. When calculating the amount in accordance with sentence 4, the unnamed claims that the customer has complained of in due form and in due time and in a conclusive lyre manner are not taken into account. Furthermore, those arrears which are not yet due due due to an agreement between the supplier and the customer or which result from a disputed price increase of the basic supplier which has not yet been legally decided shall be disregarded. 3. The start of the interruption of the basic service shall be announced to the customer three working days in advance. (4) The basic supplier shall have the basic supply restored without delay as soon as the reasons for its interruption have ceased and the customer has replaced the costs of interrupting and restoring the supply. Costs may be calculated on a flat-rate basis for structurally comparable cases; the flat-rate calculation must be easy to understand. The flat rate may not exceed the expected costs after the normal course of events. At the customer's request, the basis of calculation must be proven. Proof of lower costs shall be allowed to the customer. Section 20 Termination (1) The basic service contract may be terminated with a period of two weeks. Termination by the basic supplier is only possible if there is no obligation to provide basic services in accordance with Section 36 (1) sentence 2 of the Energy Economics Act. (2) Termination shall be in the text form. The basic supplier should confirm a termination of the customer immediately after receipt in text form. (3) The basic supplier may not charge any separate fees in the event of termination of the contract, in particular due to a change of supplier. Section 21 Termination without notice The basic supplier is entitled in the cases of Section 19 (1) to terminate the contractual relationship without notice if the conditions for the interruption of the basic service are repeatedly met. In the case of repeated infringements pursuant to Paragraph 19(2), the basic supplier is entitled to terminate without notice if it has been threatened two weeks in advance; Section 19 (2) sentences 2 and 3 shall apply accordingly.

Part 6 Final Provisions

Section 22 The place of jurisdiction for the mutual obligations under the basic supply contract is the

place of purchase of electricity by the customer. Section 23 Transitional Regulations (1) The basic supplier is obliged to inform customers about the contract adjustment in accordance with Section 115 (2) sentence 3 of the Energy Economics Act, with effect from the day following the announcement. (2) By way of derogation from Section 5 (2) sentence 1, changes to the General Prices and Supplementary Conditions shall take effect until 1 July 2007 on the day following the public announcement, insofar as these are changes approved in accordance with Section 12 (1) of the Federal Tariff Regulations on Electricity.