

GENERAL CONDITIONS
FOR THE SUPPLY OF
DRINKING WATER
AND
ELECTRIC ENERGY

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ARTICLE 1

DEFINITIONS

In these General Conditions, the following words shall have the following meaning:

Company:

N.V. Kompania di Produksjon i Distribushon di Awa i Elektrisidat di Korsow, established at Willemstad in Curaçao, for the execution of these General Conditions and the applicable rules and regulations on the basis thereof, represented by its Managing Director or the person acting by Company order for its Managing Director;

General Conditions:

The conditions established by the Company, under which the supply of drinking water and electric energy takes place which refer in a number of articles to the connection regulations and the rates and payment regulations of the Company.

Connection regulations:

The regulations established by the company which have to be complied with before a connection can be realized.

Rates and payment regulations:

The rates and payment regulations established by the Company which are referred to in these General Conditions.

Applicant:

The one, natural or legal person, who has submitted an application for the realization, expansion or change of a connection with the Company.

Consumer:

The one, natural or legal person, who obtains drinking water and/or electricity from the Company and/or has a connection or connections in his/her name, irrespective of the property where the supply is effected and/or where the connection is.

Installation:

Drinking-water and electric installation as described below.

Drinking-water installation:

The (internal) piping and the apparatuses attached to it in the property, if the (internal) piping is connected either directly with the mains of the Company, or is connected indirectly with the mains of the Company and the water is intended or also intended as drinking water, all this including piping sleeves and piping shafts with their accesses and control

instruments, counting from the measuring devices or a place of connection to be equated to it by the Company .

Electric installation:

The system of wiring and fittings, switching and distribution devices, electric apparatuses, transformers and engines which is whether or not connected for the consumption of electricity, counting from the measuring devices, or a connection point to be equated to it by the Company

Measuring device:

The apparatus of the Company intended for establishing the amount of the supply, of the data considered necessary for settlement by the Company and for the controlling its consumption.

Distribution system:

The mains/grid of the Company to which connections can be made.

Connection:

The grid/mains of the Company connecting the installation with the distribution system, including the measuring device and all other equipment connected in or to that grid/mains by or on account of the Company.

Supply:

The supply of, respectively making available, drinking water and/or electric energy.

Property:

Any movable or immovable property, part or composition thereof, for which a connection has been made or will be made, or the supply of drinking water and/or electric energy takes place or will take place, all this at the discretion of the Company.

Point of delivery:

The point of transfer between the connection and the installation.

Consumption period:

A period of time of approximately 30 days in which drinking water/electric energy is delivered to the consumer, respectively made available.

Advance:

An estimate of the amount due for supply in a consumption period.

Payment:

The difference between the actual amount due for the supply and what the consumer in question has been charged on the basis of advances.

ARTICLE 2

APPLICATION FOR REALIZING, EXPANDING OR CHANGING A CONNECTION

1. An application for realizing a connection or for expanding or changing an existing connection will take place by submitting a form issued to that end by the Company, or in a different manner permitted by the Company. Stamp duty, if due, will be at the applicant's expense. Submitting a proof of identity and a proof of the identity number of the applicant is mandatory. For applications by companies, an extract from the Chamber of Commerce will have to be added to the application.
2. The General Conditions are applicable to the realization of a connection, an expansion or change thereof.
3. If the application concerns a property that is connected or has to be connected to both the distribution system of water and electricity, the applicant has to be the same natural or legal person.
4. If the applicant is not also the owner of the property, the owner or his authorized representative will have to co-sign the declaration mentioned on the application form, in which he grants permission to the Company to install, have, maintain, change and remove all that the Company considers useful for the supply, measuring the supply and what is related to that, among which is included trimming trees or plants on or over the property, which can produce danger, damage or hindrance for the connection, without the Company being obliged to pay any compensation for this.
5. The applicant, or the owner as the case may be, also grants irrevocable authorization to enter the property and do work there, insofar and as often as, in the opinion of the Company, this is necessary for executing and complying with what is stipulated in or pursuant to these General Conditions. The applicant, or the owner as the case may be, can require that the Company's personnel submit a registered identity card issued by the Company.
6. If the Company accepts the application, a contract has then been realized between the consumer and the Company, which is considered to have been concluded as of the day on which the application form was received by the Company and the stipulation in article 8, paragraph 2 of the General Conditions is applicable.
7. All that is stipulated in this article with regard to the applicant/owner will be considered to count also for any co-signatory of the application.
8. The Company is authorized not to proceed to realizing, expanding or changing a connection or to setting special conditions for this, in order to prevent the interests of the Company or of one or more applicants or consumers from being damaged.

Such a case can occur, among other things, if:

- a) the supply capacity of the Company is locally insufficient;
 - b) the installation, in the opinion of the Company, is too far away from the nearest main/grid;
 - c) the necessary permits and licenses for realizing the connection cannot be obtained or only obtained on conditions that are too inconvenient for the Company;
 - d) the connection and/or the supply serves only as a reserve or has a temporary character;
 - e) nuisance in the Company's grid can be expected from the use of the connection ;
 - f) the applicant or owner fails to pay a debt with regard to the supply or another related claim which the Company has against him;
 - g) the amount of the supply, in the opinion of the Company, will be too little, in which case the Company will supply, though, but under conditions to be further established;
 - h) for other reasons, this is necessary or desirable in the interest of the Company or from a point of view of security in the judgment of the Company.
9. Furthermore, the Company is authorized not to realize, expand or change a connection or to remove it completely or partially, if one or more of the stipulations or regulations laid down in or pursuant to these General Conditions have not been or are not met.

ARTICLE 3

CONNECTION

1.
 - a) The connection is realized exclusively by or on account of the Company.
 - b) A connection for the realization of a construction (so-called construction connection) is considered to be of a temporary nature (max. 6 months). After this, a permanent connection must be applied for. The stipulations in the General Conditions are applicable to a so-called construction connection, and the Company can stipulate further guidelines and regulations.
 - c) The Company decides the manner in which the connection applied for will be realized, and also whether an existing connection must be replaced.
 - d) The connection costs will be at the applicant's expense in accordance with the Company's rates and payment regulations.
 - e) The manner of connecting, the place of the connection and also the number of connections and those of the appliances to be connected, and also the permitted load of the connection will be established by the Company, as much as possible after consulting the applicant.
2. The consumer may not load the connection for the supply of electric energy with a capacity greater than that for which an application was submitted and the installation is equipped. This, in the judgment of the Company.
3. The Company retains the right, also after terminating the supply contract, to maintain the connections, referred to in this article, on the property of the consumer. The owner and/or consumer will grant it the right to have and maintain these connections.
4. Irrespective of the contribution, if any, due towards the costs, the connection is the Company's possession and it will be maintained at the Company's expense.
5. The owner, respectively the consumer is obliged to see to it that, if the property in which the connection has been realized, is or will be encumbered with mortgage, the property of the Company are excluded from the mortgage.
6. In the event that the consumer discovers or suspects irregularities or defects in the connection, he is obliged to notify the Company immediately of this.
7. If, in the opinion of the Company, a defect in the connection is due to a fault in the installation or is the consumer's fault, the consumer will be obliged to reimburse the Company for the costs involved in remedying the defect.

8. If, in the opinion of the Company, a temporary connection is desired, all costs of the connection and the removal thereof will be at the applicant's expense.
9. The Company requires that the costs referred to in this article are paid in advance.
10. The Company's Connection Regulations shall apply to this connection.

ARTICLE 4

MAINTAINING, CHECKING, REPLACING, RELOCATING, EXPANDING, CHANGING AND REMOVING A CONNECTION

- 1) A connection will be exclusively maintained, checked, replaced, relocated, expanded, changed and removed by or on account of the company, all this as much as possible in consultation with the applicant or the consumer.
- 2) The maintenance and the checking of the connection are at the Company's expense. Without prejudice to the provision in article 3, paragraph 4, and article 16, paragraph 1 of these General Conditions, replacing, moving, expanding, changing and removing will be at the applicant's or the consumer's expense, if:
 - a) it takes place at his request;
 - b) this is the result of his act or omission, unless he makes a reasonable case for this act or omission being the consequence of circumstances that cannot reasonably be attributed to him.
- 3)
 - a) If a high-voltage, low-voltage and/or meter space has been made available to the Company by the consumer, this space will have to be maintained by and at the expense of the consumer. If, in the opinion of the Company, the consumer defaults with regard to the maintenance, the Company will have the right to do this itself or to have it done at the consumer's expense.
 - b) Damage, including fire damage, to the Company's property set up in the high and/or low-voltage space, which damage is not the consequence of defects to the device itself or of the conduct or omission of the Company's personnel, will be at the consumer's expense.
 - c) The equipment, partition walls, etc. set up in the space by the Company will be maintained and, if necessary, replaced at the Company's expense.
 - d) Switching in the high and/or low-voltage installation at the consumer's place may only be performed, if all the requirements and/or conditions set by the Company have been met.

ARTICLE 5

THE PROPERTY

1. The applicant and the consumer, respectively the owner of the property shall allow for both themselves and for third parties distribution pipes/wires to be placed, connections to be realized, branches to be made on existing connections on the property, or these distribution pipes/wires, connections or branches to be maintained, expanded or changed, without the applicant or consumer, respectively the owner being able to lay any claim to compensation or restitution of costs paid for this. The Company will carry out the necessary work to that end after consultation with the applicant or consumer, resp. owner in such a manner that he will suffer as little inconvenience or damage as possible.

Damage done to the property as a necessary consequence of this work will be repaired by the Company as well as possible.

2. A connection must remain easily accessible. If a connection or part of a connection is no longer properly accessible due to an act or omission of the applicant or the consumer, resp. the owner of the property, the Company, after a warning, will have the right to remove the obstacles, bring about changes in the route of the connection, or realize a completely new connection at the expense of the person involved.

3. The applicant or the consumer, resp. the owner of the property is liable for any damage to any facility realized in, on, under or over the property by the Company for the supply, unless he can demonstrate that the above-mentioned damage is not due to his fault or that of someone for whom he is responsible.

4. The owner is obliged -in the event that he transfers his rights to the property in question wholly or partially- to require of the acquirer that the latter conclude a similar contract, as referred to in this article.

ARTICLE 6

THE INSTALLATION

1. The installation must comply with the provisions in or pursuant to the Company's Connection Regulations.
2. Work on the installation may only be done by persons who have been authorized to that end by the Company
3. The consumer or, in his absence, the applicant shall see to it that the installation is well maintained. He is obliged, at a request by the Company to that effect, to provide the Company with all the data desired concerning the installation.
4. The Company is authorized, as often as it deems such necessary, to inspect the installation. If an installation does not meet the provisions in or pursuant to the Company's connection regulations, the applicant or the consumer will be obliged to have defects repaired immediately and at his expense and in doing so follow directions given by the Company.
The Company has, however, no obligation to verify whether the provisions in or pursuant to the Company' connection regulations hve been met.
5. The Company can never be held liable for the situation in which an installation is, nor the consequences thereof.
6. If at a property that was or is connected, in addition to the drinking-water installation, another installation for water supply exists or is realized, both the applicant and the consumer are obliged to notify the Company of this immediately and to provide the Company with all the data concerning that installation.
There may not be any connection between the drinking-water installation and such an installation. Likewise, such an installation may not, in the opinion of the Company, cause any hindrance to the Company or third parties.
7. In the event of expanding the installation, the consumer will be obliged to notify the Company hereof in writing in advance.
The Company is authorized to require that the necessary drawings concerning this expansion are sent to it. Putting the aforementioned expansion of the installation into use by or on behalf of the consumer is only permitted after inspection of the whole installation has taken place and for the rest, the provision in these General Conditions and the Connection Regulations with regard to this has been met.
8. The protection of the installation and of its parts must, at the discretion of the Company, be separate and selective with regard to the protection applied by the Company.

9. If a consumer acquires a high-voltage installation, it must be in accordance with the conditions of the Company. The whole installation, including cables, protections, etc. must be tested in the presence of the Company, before proceeding to connecting it to the distribution system. The provision in paragraph 4 of this article also applies to this installation.

ARTICLE 7

THE HIGH AND LOW-VOLTAGE SPACE

1. If the desired amount of electric energy or the desired capacity makes this desirable and the Company therefore requires this, the applicant shall make a space available to the Company which, in the opinion of the Company, is suitable to be equipped as:
 - a. a high and low-voltage space.
This space will be built, respectively prepared for this purpose, by and at the expense of the applicant, in accordance with indications to be provided by the Company;
 - b. low-voltage space.
This space will be built, respectively prepared for this purpose, by and at the expense of the applicant, in accordance with indications to be provided by the Company.
2. For the housing of the meter board combination, the measuring device and other devices, the applicant will have to make a space available free of charge, all this in accordance with the provisions of the Company concerning this matter in consultation with the applicant or the consumer.
3. The place of the high and low-voltage spaces will be determined by the Company after consultation with the applicant in such a manner that these spaces are directly accessible from the public road via the land of the applicant, or the owner as the case may be.
4. The applicant shall provide these spaces to the satisfaction of the Company with the corresponding provisions, such as masonry and paintwork, permanent ironwork, doors and partition walls.
5. Equipping the high-voltage space can be done, depending on the manner and nature of the supply of electric energy, wholly or partially by the Company at the expense of the applicant.
6. The high and low-voltage spaces which are exclusively accessible to the Company's personnel, will be closed by means of a lock made available by the Company, the keys of which rest with the Company.
7. The lock of the space referred to in paragraph 6, will be made available by the Company free of costs.
8. The Company is authorized in exceptional cases, at its own discretion, to connect the illumination installation in the high-voltage space to the illumination installation of the consumer.

9. The provision in article 5, paragraph 2, with respect to a connection, does not, mutatis mutandis, affect the application of the accessibility of the high and/or low-voltage space that has been made available.
10. The maintenance of the spaces, respectively the electric installation and device shall take place in accordance with the provision in article 4, paragraph 3 of these General Conditions.

ARTICLE 8

SUPPLY CONTRACT AND THE APPLICATION OF THESE GENERAL CONDITIONS

1. The supply will take place by virtue of a contract between the Company and the consumer. The General Conditions are applicable to this contract.
2. A supply contract will take effect on the day on which the consumer obtains drinking-water or electric energy from the Company for the first time and/or acquires a connection, with due observance of the provision in article 22, paragraph 1. The Company can require that the contract is concluded in writing.
3. The consumer with whom the water supply contract was canceled by the Island Territory of Curaçao as of April 1, 1988, is considered by the Company to have concluded a water supply contract with the Company as of April 1, 1988.
4. A supply contract is for an indefinite period of time, unless it has been agreed on otherwise.
5. If the consumer has not canceled the contract in time, and also if the Company has not been given the opportunity within the notice period to perform the necessary acts for the termination of the contract, the consumer will continue to be bound to what is stipulated in or pursuant these General Conditions, until he has met all his obligations arising from them.
6. If the consumer has left the property on which the installation, for which the contract was concluded, is to be found without notice of termination of the current contract in the event of fire, slum clearance or demolition, the contract will be considered to have expired, in which case the Company retains all the rights to reimbursement of costs, damage and interests.
7. In the event of limitation or interruption of the supply or a prohibition, as referred to in articles 13 and 14 of these General Conditions, the supply contract, as referred to in article 2, paragraph 5, will remain in full force.

ARTICLE 9

TERMINATING THE CONTRACT

1. The supply contract can be terminated by giving notice. Giving notice on the part of the consumer must take place in writing with due observance of a notice period of minimally 7 days, unless the Company accepts another manner and/or other term of giving notice.
Giving notice on the part of the Company must take place in writing and is only possible in the case of substantial interests and with due observance of a notice period of minimally 30 days.
2. In special cases, such at the discretion of the Company, the contract can be canceled prematurely by the consumer with due observance of a term of three days.
3. After terminating the contract, the consumer will also remain liable for the consumption not yet paid for and for the damage which was caused to the property of the Company.
4. The Company is authorized to consider the supply contract dissolved without any judicial intervention, if the consumer:
 - a. has caused any damage to any property of the Company
 - b. the instructions of the Company, at its discretion, were not or not properly followed.
5. The Company will be released of the obligation to supply drinking-water/electric energy with respect to the consumer, who sets up and/or maintains one or more devices for the production of drinking water/electric energy intended to wholly or partially meet his own need or that of third parties with the obvious intention of having the Company's connection serve as a reserve or supplementation. Resuming the supply will take place after the cause, which was the reason for the interruption, has been completely removed, at the discretion of the Company.

ARTICLE 10

NATURE, PLACE AND AMOUNT OF THE SUPPLY OF DRINKING WATER

1. The Company supplies drinking water that complies minimally with the W.H.O. standards.
2. In principle, the supply will take place continuously. The Company does not, however, guarantee the continuity of the supply. If circumstances occur, on account of which the supply is or has to be interrupted, the Company will do all that is reasonably possible to resume the supply in the shortest possible term.
3. The Company will supply the drinking water at only one (1) point and that at a spot to be determined by the Company up to maximally 1 meter within the lot, except in cases in which local circumstances oblige it to deviate from this.

ARTICLE 11

NATURE, PLACE AND AMOUNT OF THE SUPPLY OF ELECTRIC ENERGY

1. The Company can supply electric energy with a frequency of approximately 50 Hertz in the form of:
 - a. three-phase alternating current with a high voltage of 12,000 Volts between the phase conductors;
 - b. three-phase alternating current with a low voltage of 380 Volts between the phase conductors and of 220 Volts between the phase conductors and the neutral conductor;
 - c. three-phase alternating current with a low voltage of 220 Volts between the phase conductors and of 127 Volts between the phase conductors and the neutral conductor;
 - d. two-phase alternating current with a low voltage of 220 Volts between the phase conductors and of 110 Volts between the phase conductors and the neutral conductor;
 - e. one-phase alternating current with a low voltage of 127 or 110 Volts between a phase conductor and a neutral conductor.
 - f. The values established under a. through e. are considered to be correct, if the deviation is not more than +5% or -10%.
2. The Company will determine in what form the electric energy will be supplied, taking into account the expected load of an electric installation, the nature and the time of use of this installation, and also the possibilities of supply at hand at the place of consumption.
3. In principle, the supply will take place continuously. The Company does not, however, guarantee the continuity of the supply. If circumstances occur, on account of which the supply is or has to be interrupted, the Company will do all that is reasonably possible to resume the supply in the shortest possible term.
4. The Company will supply the drinking water at only one (1) point and that at a spot to be determined by the Company, except in cases in which local circumstances oblige it to deviate from this.
3. The consumer will have at his disposal a capacity established in the supply contract or on the inspection card, which may not be exceeded. If due to exceeding this capacity, damage is caused to the Company's property, the consumer will be liable for this.

ARTICLE 12

THE LABOR FACTOR

1. The consumer shall see to it that the average labor factor per consumer period is no lower than:
 - a. 0.8, if electric energy is supplied in accordance with rates 01 and 02;
 - b. 0.85, if electric energy is supplied in accordance with rate 22.
2. If this labor factor is lower than the above-mentioned values, the reactive power will be charged to the consumer at the payment mentioned in the rates and payment regulations, without prejudice to the Company's right to demand of the consumer improvement of the labor factor till the values mentioned in paragraph 1.
3. If condensers are used, the Company can require that the electricity is not obtained with capacitive current. The consumer is obliged, before proceeding to setting up condensers, to consult the Company and to report to it in writing how much condenser capacity is set up by him.

ARTICLE 13

INTERRUPTING AND LIMITING THE SUPPLY

1. The Company is authorized, in the interest of a good public drinking-water, respectively electricity supply to limit and interrupt the supply, to prohibit the consumption for certain purposes or to attach special conditions to the supply.
2. The Company can also limit or interrupt the supply during as short a period as possible -if possible after prior warning- if in its opinion this is necessary or desirable, in connection with the execution of work in the interest of security or in the event of a risk of damage to be reasonably feared.
3. If, on the grounds of extraordinary circumstances, such as government intervention, state of war or as a consequence of an interruption of operations, it appears to be necessary to limit or interrupt the consumption of drinking water or electricity, the Company will be authorized to give the consumer instructions on the matter. The consumer will be obliged to follow these instructions.
4. If the consumer requests such, the Company can interrupt the supply temporarily on conditions to be agreed on more specifically.
5. The Company is authorized to make provisions, on account of which the amount of drinking water and/or electric energy to be purchased by a consumer per unit of time is limited to an amount to be determined by the Company.

ARTICLE 14

INTERRUPTION OF THE SUPPLY DUE TO NON-FULFILLMENT

1. The Company is authorized, without prior warning, unless such can be required of the Company for safety reasons, to interrupt the supply, if and as long as in any aspect these General Conditions or the applicable regulations pursuant to these Conditions have not been or are not observed.

Such a case can, i.a., occur, if:

- a. the installation does not comply with the provisions in or pursuant to the Company's Connection Regulations;
- b. one or more of the prohibitory provisions mentioned in article 25 of the General Conditions have been violated;
- c. the consumer, in accordance with the provision in article 24, paragraph 1 of these General Conditions fails to pay a debt with respect to the supply of drinking water and/or electric energy, or another related debt which he has with respect to the Company;
- d. the consumer omits to provide the security deposit referred to in article 22 or 23, or to settle;
it in time
- e. the consumer is under conservatorship or is bankrupt or if he is granted suspension of payment.

2. The interruption of the supply referred to in paragraph 1 of this article will only be undone after the reason has been removed and the costs, relating to the interruption and resumption of the supply, and also possible damage sustained by the Company and interests have been completely paid. For the resumption of the supply, the Company can attach further conditions.

3. The use made by the Company of its authority as referred to in this article and the provision in article 13, cannot lead to liability of the Company for damage, if any, arising from such.

ARTICLE 15

DETERMINING THE AMOUNT OF THE SUPPLY

1. The Company determines in what way the amount of the supply is established. If this establishment takes place by measuring with the help of a measuring device, the data thus obtained shall be binding, without prejudice to the provisions in articles 17 and 18 of the General Conditions.
2. At least once a year the reading of the measuring device is taken by or on account of the Company at a point in time to be determined by the Company. The Company can, however, require of the consumer that he himself take the reading and notify the Company of this reading in a manner to be determined by the Company and within a period of time indicated by the Company.
3. If the Company, due to circumstances through no fault of its own, is not able to take the meter reading or the consumer has not complied with the requirement of the Company, referred to in paragraph 2 of this article, the Company may determine the amount of the supply in accordance with the provision in article 18, paragraph 2 of these General Conditions, without prejudice to the right of the Company to establish the actual supply on the basis of the reading of the measuring device and to charge it.
4. In the event that a connection with the measuring device is broken or damaged, or that in some manner the indication of the measuring device has been influenced or any additional connection has been realized on the connection without the Company's permission or a situation has been created which influences the normal functioning of the measuring device, the Company will claim a compensation from the consumer, increased by the costs due, if any, for the estimated amount of drinking water or electric energy supplied for a period to be determined by the Company, without prejudice to the provisions in article 27 of these General Conditions.
5. The Company has the right to have the data, required for determining what is due by the consumer, taken again and to establish the amount due again on the basis of these data.

ARTICLE 16

THE MEASURING DEVICE

1. The place for the measuring device is determined by the Company, if desired, after consulting the consumer. The measuring device is placed and maintained by or on account of the Company and at its expense, with due observance of what is mentioned concerning such in the rates and payment regulations.
2. Replacing, relocating or removing may only take place by or on account of the Company. Replacement or relocation is at the expense of the applicant, if the replacement or relocation takes place at his request or is the consequence of an act or omission of the consumer, except in the event that he can demonstrate that this act or omission is the consequence of circumstances that cannot be reasonably attributed to him. Replacement of the measuring device is not at the expense of the applicant or consumer in the event that the replacement takes place for an investigation of the measuring device, as referred to in article 17 of these General Conditions.
3. The consumer shall see to it that the measuring device is at all times accessible without obstruction and readable for the Company's personnel. Furthermore, he has to protect the measuring device against damage and against breaking of the seal placed, if any.
4. Without prejudice to the provision in article 15, paragraph 4, in the event of mutilation or breaking of the connection with the measuring device, the consumer will be obliged to pay all damages, including the costs of investigation, repair and re-placement of the measuring device, irrespective of any possible criminal prosecution of the consumer.
5. Damage to the measuring device which is not the consequence of defects of the device itself or of conduct or omission of the Company's personnel will be at the consumer's expense.

ARTICLE 17

INVESTIGATION OF THE MEASURING DEVICE

1. In the event of doubt concerning the correctness of the measurement, both the consumer and the Company can require that the measuring device be investigated. To this end, the consumer will have to submit a written request to the Company. If the measuring device has to be taken away for investigation, the Company will inform the consumer, if possible in advance, when this will take place.
2. The investigation of the measuring device is done by or on account of the Company. The consumer has the right to be present at the investigation and to have himself assisted.
3. The indication of the measuring device for determining the consumption of drinking water is considered to be correct, if, with the nominal measuring capacity of the measuring device, the maximum admissible error of the measuring device is not exceeded by an error of not more than 2% of the amount flowing when calibrated.
4. The indication of the measuring device for determining the consumption of electricity is considered to be correct, if the deviation, with any load between 50% and 100% of the normal current and $\cos.\phi = 0.85 - 0.90$, is not more than 2%, or will be further established at some time.
5. The costs of the investigation and the replacement of the measuring device are at the expense of the person at whose request the investigation is conducted in accordance with what is mentioned concerning such in the rates and payment regulations. If, according to the investigation, the deviation is greater than is permitted, in conformity with paragraph 3 or 4 of this article, the costs of the investigation will be borne by the Company.
6. Abnormal indications which are obviously the consequence of a defective measuring device, will not be considered for determining the consumption to be calculated.

ARTICLE 18

CONSEQUENCES OF INCORRECT MEASUREMENT

1. If from the investigation it appears that the deviation is greater than is permitted, the Company will establish the amount of the supply on the basis of the results of the investigation. Settlement will take place for the period that the measuring device functioned incorrectly, but at most for a period of time of twelve months, counting back from the moment of removing the defective measuring device. In the event of fraud, the settlement will take place for the full period.

2. If the investigation does not produce any manageable criterion for the establishment of the amount of the supply, the Company will be authorized to estimate the amount of the supply in the period of time in question in accordance with the best data available to the Company on this matter, in which the following can serve as criteria:
 1. the amount of the supply in the corresponding period of time of the preceding year, or
 2. the average amount of the supply in a preceding and following period of time, or
 3. another reasonable criterion.

ARTICLE 19

THE RATES AND PAYMENTS

1. For realizing, maintaining, expanding or changing a connection and for the supply, the applicant and the consumer owe amounts, on the basis of the provisions in these General Conditions, in accordance with the rates and payment regulations of the Company, except in particular cases at the discretion of the Company.
If more than one (1) supply contract has been concluded with the consumer, the applicable rate will be applied to each of these contracts.
2. The Company decides which rate and/or payment is applicable. The applicant and the consumer are obliged, if requested, to provide the necessary data to that end.
3. The rates and payments give a right to consuming drinking water/electricity during twenty-four hours a day, unless otherwise determined in writing.
4. All the amounts that the applicant and the consumer owe, pursuant to these General Conditions, can be increased by respectively the taxes and the levies which the Company is obliged, respectively authorized, to charge, pursuant to a decision of the Government.
5. If the rates of the drinking water and/or electricity to be purchased by the company N.V. Kompania di Awa i Elektrisidat di Korsou (K.A.E.) undergo changes as a consequence of other factors than a change in the fuel prices, the Company's rates will be adjusted accordingly.
6. The Company has the right, in the event of prolonged interruptions, engine failures, strikes and the like, occurring at K.A.E., to obtain the necessary drinking water or electricity to be supplied from third parties. If in that case a higher purchase rate is due, the Company can charge what is due in excess to the consumer for the period in question.
7. Any possible adjustment of the rates and payments shall take place as of the date on which the adjustment took effect.
8. The call out charges in the event of disconnection due to nonpayment and reconnection after payment will be at the expense of the applicant or consumer.
9. The call out charges of the trouble-shooting service are at the Company's expense, unless the interruption is due to acts of the consumer, incorrect functioning of the installation or a wrong failure report by the consumer.

ARTICLE 20

FUEL SURCHARGE

1. The rates passed on to the consumer for the supply of drinking water and electric energy consist of the so-called basic rates, which are established by the competent authority and the fuel surcharge, which varies in accordance with the fuel prices.
2. In the event of a rise or drop in the fuel prices, the Company will be entitled to establish the manner of adjustment or division of the rates among the existing consumer groups completely according to a criterion to be determined by the Company and in accordance with the nature of the consumption.
3. The adjustment will take place as of the date of change of the fuel prices or on the 1st (first) of the month and is then based on the weighted average of the increases, respectively decreases in the previous month.
4. If what is owing is charged due to supply on the basis of advances, the then applicable fuel surcharge will be applied for the consumption period in question.
5. At the settlement, the amount of the fuel surcharge will be based on the average of the fuel surcharges for the period of the settlement.

ARTICLE 21

PAYMENT

1. All amounts that the applicant and the consumer owe pursuant, to these General Conditions, will be charged by the Company by means of an invoice or by means of an invoice in which the amount due, pursuant to the General Conditions for the supply of drinking water and/or for the supply of electric energy, is charged.
2. At the end of the consumption period in question, the Company can charge the consumer advances on what he owes for the supply over the consumption period.
3. The established consumption for the consumption period for which the advances are charged, is considered to have been consumed evenly for the period.
4. If the Company has charged the consumer for the supply of electric energy and/or drinking water, a settlement will be drawn up for a period to be determined by the Company.
5. The amount of the settlement will not qualify for interest payment.
6. An invoice must be paid within two weeks after being mailed or within the term indicated by Company on or with the invoice, if it is longer than two weeks. The Company will indicate in what manner the invoice can be paid. Invoking the right of setoff is not permitted.
7. When paying at the cash point of the Company's office, the Company is obliged to provide proper receipts. Payments via the bank, giro or any other payment agency are considered to have been made at the moment that the amount is transferred to the Company's account at the institution in question.
8. Without prejudice to its other rights, the Company can claim, for each day by which said term referred to in paragraph 4 of this article is exceeded, an interest payment equal to the highest interest which the Company owes its bank for the negative balances, and also charge an amount for administration costs.
9. Raising objections against an invoice or disputes of whatever nature, does not suspend the obligation to pay within the established term, without prejudice to the right of the consumer to later settlement, if and insofar as his objections are well-founded.

ARTICLE 22

SECURITY DEPOSIT

1. The consumer is obliged, on entering into the supply contract for electric energy, to pay a deposit sum. The amount of this deposit will be set by the Company at an amount equal to the price of the consumption estimated by the Company for one (1) consumption period.
2. This amount is for financing the not yet registered consumption, the claims against debtors and also serves as a security for the consumer to meet his financial obligations with regard to the Company.
3. During the term of the contract, the amount can be changed by the Company, if due to changes in rates, the fuel clause and/or the consumption pattern of the consumer, the average amount of one (1) consumption period has changed.
In the event that the amount turns out not to be sufficient any more or has been partly used, the consumer will be obliged to supplement this amount within two weeks after notification to an amount equal to the price of the electricity consumption estimated at the time by the Company for one (1) consumption period.
4. The amount of the security deposit will remain with the Company and will not qualify for interest payment.
5. In the event of resumption of the supply, as referred to in article 14, paragraph 2 of the General Conditions, the Company can also require that the amount of the security to be provided be increased to an amount equal to the price of the consumption estimated by the Company for maximally two (2) consumption periods. In exceptional cases, such to be demonstrated by the Company, an additional guarantee deposit can be required which will not be higher than the amount which the consumer, in the opinion of the Company, will presumably have to pay for the average supply for a period of three consumption periods.
6. After terminating the supply contract, the amount of the deposit will be paid back to the consumer against returning the receipt, with the exception of settlements of claims which the Company might have against him.
7. The receipt referred to under paragraph 6 will be replaced only once by a duplicate receipt.
8. If the deposit amount or the remainder thereof is not asked back within the established statutory term after terminating the supply contract, this deposit amount or the remainder thereof will fall to the Company.

ARTICLE 23

SECURITY DEPOSIT, PREPAYMENT AND GUARANTEE DEPOSIT

1. The Company can require of the applicant or consumer a security deposit or bank guarantee to secure the payment of the amounts due, pursuant to these General Conditions, unless the Company applies the provision in paragraph 2 or 3 of this article.
2. The Company is authorized to require prepayment of the amount that is due on account of realizing, replacing, relocating, expanding, changing or removing a connection.
3. As a security for the payment of the amounts due with regard to the supply, the Company can demand payment of a deposit which may not be higher than the amount that the consumer, in the opinion of the Company, will presumably have to pay on average for the supply for a period of six months.
The deposit will be paid back, as soon as the necessity for a security deposit no longer exists, and at any rate as soon as possible after terminating the supply contract, while deducting the amount, if any, that still has to be paid.

ARTICLE 24

NONPAYMENT

1. If the applicant or the consumer has not paid in time, the applicant or consumer defaults, without any warning or notice of default being required on the part of the Company.
2. If and as soon as the applicant or the consumer defaults, he will also owe an extra amount as stipulated in the Company's rates and payment regulations, without prejudice to the right of the Company to interest, due to late payment and to reimbursement of the costs of judicial and/or extra-judicial collection and without prejudice to the provisions in article 14 of these General Conditions.

ARTICLE 25

PROHIBITORY STIPULATIONS

1. The applicant and the consumer are prohibited:
 - a. to cause any hindrance or damage to the Company or other consumers by means of the drinking-water and/or electric installation via the grid/mains of the Company;
 - b. to break seals or have seals broken that were placed by or on account of the Company;
 - c. to perform acts or have acts performed, due to which the amount of the supply is not or is not correctly established, or to create a situation, due to which the normal functioning of the measuring device or other equipment of the Company is obstructed, or the rates and payment regulations of the Company is not or cannot be correctly applied.
 - d. to use the electric energy and/or drinking water supplied, other than for his own property, without the written permission of the Company. The Company can attach conditions to such a permission.
 - e. to obtain electric energy or drinking water from third parties.
 - f. to use electric energy or drinking water obtained according to a certain rate for other purposes than those for which the electric energy or drinking water is intended according to this rate.
2. Included under these prohibitory stipulations are also doing what is provided in this article or having it done, or allowing it or cooperating with it.

ARTICLE 26

OTHER OBLIGATIONS

1. In executing the stipulations in or pursuant to these General Conditions, the Company will exercise the care that can be expected of a meticulously acting company. The Company will, particularly, try as much as possible to prevent the applicant and the consumer from experiencing hindrance or sustaining damage when work is being done.
2. Both the applicant and the consumer are obliged to give the Company the necessary cooperation when applying and carrying out the stipulation in or pursuant to these General Conditions and the control of the observance thereof, and particularly by:
 - a. informing the Company as soon as possible of damage, defects or irregularities of the connection observed by them, including the measuring device, and the breaking of the seal. If, as a consequence of an omission of the applicant or the consumer, drinking water has been lost, the Company can charge for the costs of that drinking water;
 - b. granting access to the property to persons who are provided with an ID or authorization issued by the Company, also for the execution of an official obligation resting on the Company;
 - c. informing the Company in time of changes of address;
 - d. informing the Company of reconstruction or change of the connected property or other changes, insofar as they can result in changes in rate.
3. The applicant and the consumer are obliged to do what is reasonably possible to prevent damage to the connection.
4. If neither the applicant nor the consumer is the owner of the property, he will have to guarantee that the owner agrees to performing all the acts that are considered necessary by the Company for realizing, replacing, relocating, expanding, changing or removing a connection or for the supply, both for himself and, pursuant to article 5, paragraph 1 of these General Conditions, for third parties.
The Company can require that the applicant or the consumer submit a written statement of agreement of the owner.
5. If, due to fire or a similar calamity, the consumer is temporarily not able to obtain electric energy, the amount which he owes minimally according to the rate applicable to him can be reduced at his request.
Insofar as, according to the contract, the consumer had guaranteed a certain load and/or the purchase of a certain number of kWhs, the time during which, in the opinion of the

Company, he is not able to consume electric energy, will be taken into account with this reduction.

6. The consumer is obliged to warn the Company in time in writing, if work has to be done in or on property on which or over which there are wires/pipes or property of the Company, so that it can take measures to prevent accidents or damage. The stipulation in article 5, paragraph 3 of these General Conditions will, however, remain in full force.
7. At a written request submitted in time by the consumer, the Company will, if possible, remove or relocate its wires/pipes and the like, insofar and as long as this is necessary in connection with the execution of the work by the consumer is necessary, provided the consumer has undertaken to pay the costs involved.

ARTICLE 27

PENALTY

1. Without prejudice to the other rights of the Company, among which the right to claim compensation, the consumer will forfeit a penalty of at most ANG. 1000.00 in the event of an act or omission that is contrary to the provisions in or pursuant to these General Conditions.
2. The penalties must be paid within a term to be determined by the Company, after the consumer has been notified of the imposition.

ARTICLE 28

LIABILITY AND EXCLUSION

1. Neither the Company nor any other company with which the Company cooperates with regard to the electricity and water supply, is obliged to any reimbursement or compensation to persons or goods, including trading loss, if the supply, for whatever reason, should be interrupted, obstructed or impeded, or if damage or hindrance is the consequence of deviations in said supply.
2. Nor is the Company obliged to pay any damages, if , due to the connection, the supply or any related work, any damage should arise; the same holds good, if the Company makes property available to the consumer or in general does work for the consumer.
3. The owner of the property and the consumer shall indemnify the Company against third parties, for all claims due to damage of hindrance.
4. The consumer shall waive, in anticipation with regard to the Company, all claims which, either directly or indirectly in connection with an obligation to indemnify which the Company has undertaken with regard to any other company with which the Company cooperates with regard to the electricity and water supply, he could enforce against it in connection with damage or hindrance, including trading loss, resulting for him as a consequence of the supply or the interruption or failure hereof, however except where the consumer can demonstrate that the interruption or failure was caused intentionally or due to an act or omission of the Company's personnel or of any other company with which the Company cooperates with respect to the electricity or water supply and the Company did not do all that was within its possibilities to shorten the interruption or failure in conformity with article 13.

ARTICLE 29

DISPUTES

1. Disputes, in connection with these General Conditions, the rules and regulations applicable on the grounds thereof or agreements realized will be presented to the Court of First Instance, area of jurisdiction Willemstad, Curaçao.
2. Before a dispute, as referred to in paragraph 1, can be presented, the applicant or consumer will have to present it first in writing to the Company and that within two weeks after the fact on which the complaint is based occurred or if the fact could be reasonably established only later, within two weeks after establishing the fact.
The applicant or consumer will be given the opportunity to be heard personally or by means of an authorized representative by the Manager of the Company or by a representative to be appointed by him. The Company will decide within 4 weeks after receiving the complaint.

ARTICLE 30

CHANGES IN THE GENERAL CONDITIONS

1. These General Conditions can be changed by the Company. Changes will take effect thirty days after the day on which the changes have been announced, unless a later date of entry into force has been mentioned in the announcement.
2. An announcement is a notification, placed in one or more local papers, that the conditions have been changed and have been filed at the Court of First Instance and the Chamber of Commerce in Willemstad, Curaçao and are open for inspection at the Company.
3. Changes are also applicable with regard to already existing contracts. If a consumer does not wish to accept a change, he can cancel the contract in accordance with the provision in article 9, paragraph 1 of the General Conditions.

ARTICLE 31

DEVIATIONS FROM THE GENERAL CONDITIONS

1. In exceptional cases, such at the discretion of the Company, deviations from these General Conditions can be allowed. These deviations will be recorded as much as possible in writing.
2. In all cases, not provided for by these General Conditions, the Company will decide.

ARTICLE 32

SPECIAL STIPULATIONS

1. The contract, as referred to in article 2, paragraph 6 of the General Conditions, remains in force, if the Company transfers its operations to another legal person.
2. The obligation to supply, pursuant to the contract, referred to in article 8 of the General Conditions ends by operation of law, if the Company is not or is not sufficiently able to procure drinking water and/or electric energy.

ARTICLE 33

FINAL STIPULATIONS

1. The stipulations contained in the previous articles are the General Conditions for the supply of drinking water and electric energy in Curaçao.
2. These General Conditions take effect on September 2, 1991 and replace the conditions in force until then.
3. The General Conditions are filed at the Court of First Instance and at the Chamber of Commerce in Willemstad, Curaçao and are open for inspection at the Company.

Willemstad, July 26, 1991

KODELA