

Terms of Contract for Electricity Supply and Demand

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Hinatao Energy Co.

Notice:

The descriptions in English given in this document have been translated from the descriptions in Japanese given following the English ones and are provided here for reference purposes.

The English descriptions shall not be legally binding. Further, the Japanese descriptions shall supersede the English ones.

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I General Provisions

1 Application

- (1) These Terms of Contract for Electricity Supply and Demand (hereinafter, the “Terms of Contract”) specify the supply and demand conditions when the Company acting as an agent retails, in response to the demands for Low Voltage, the electricity supplied by the electricity retailer with which the Company has entered into a contract to act as an agent (hereinafter, the “Electricity Retailer”) through the wheeling service set forth in the General Provisions for Wheeling Service, etc. (hereinafter, “General Provisions for Wheeling”) of an Electricity Transmission and Distribution Utility.
- (2) The Terms of Contract shall apply to the following areas, excluding remote islands specified in Article 2 (1)(viii)(a) of the Electricity Business Act.

Tochigi, Gunma, Ibaraki, Saitama, Chiba, Tokyo, Kanagawa, Yamanashi, and Shizuoka (east of the River Fuji).

2 Definitions

The following terms are used in the Terms of Contract, etc. to have the following respective meanings.

- (1) General Electricity Transmission and Distribution Utility
This means a business operator that has obtained the license in Article 3 of the Electricity Business Act for running a general electricity transmission and distribution business for the areas set forth in (2) of 1 (Application).
- (2) Low Voltage
This means the standard voltage, 100 volts or 200 volts.
- (3) Place of Demand
This means the Place of Demand set forth in the General Provisions for Wheeling.
- (4) Electric Lamps

This means electric apparatuses for lighting (including attached devices) such as incandescent light bulbs, fluorescent lamps, neon tube lamps, and mercury lamps.

(5) Small-sized Apparatuses

This means Low-Voltage electric apparatuses, other than Electric Lamps, which are used in a single phase mainly at housing, shops, and business offices, excluding those that interfere or are likely to interfere with the use of Electric Lamps by another customer due to a sharp change in voltage, for example, and cannot be used concurrently with Electric Lamps.

(6) Motive Power

This means electric apparatuses other than Electric Lamps and Small-sized Apparatuses.

(7) Contract Load Equipment

This means the load equipment that can be used by contract.

(8) Contract Main Switch

This means a breaker to be installed by contract, which blocks an electric path against a current exceeding the rated current and restricts the maximum current used by customer.

(9) Contract Current

This means the maximum current (ampere) that can be used by contract, which shall be the value converted based on the standard voltage 100 volts in the AC single-phase two-wire system.

(10) Contract Capacity

This means the maximum capacity (kilovolt-ampere) that can be used by contract.

(11) Contract Power

This means the maximum power (kilowatt) that can be use by contract.

(12) Contract Quantities

This collectively refers to a Contract Current, a Contract Capacity, and a Contract Power.

(13) Electricity Charge Menu

This means the charges and other conditions at the time of retailing electricity to customers, including the basic charge and the electric power amount charge that are set forth in each Electricity Charge Menu Definition Document.

(14) Ancillary Menu

This means conditions such as discounts attached to each Electricity Charge Menu.

(15) Optional Services

This means the services provided by the Company or the service-providing company entrusted by the Company.

(16) Electricity Charge

This means the charge that is calculated according to the customer's usage of electricity by applying the Electricity Charge Menu on the basis of the Terms of Contract.

(17) Renewable Energy Power Generation Promotion Allotted Charges

This means the allotted money prescribed in Article 36, paragraph 1 of the Act on Special Measures Concerning Procurement of Electricity from Renewable Energy Sources by Electricity Utilities (hereinafter, the "Act on Special Measures for Renewable Energy").

(18) Explanation of Supply Conditions

This means an explanation of the Electricity Charge and other supply conditions as prescribed in Article 2-13 of the Electricity Business Act.

(19) Delivery of a Document Before Entering into a Contract

This means the delivery of a document named Statements of Important Matters which states the Electricity Charge and other supply conditions as prescribed in Article 2-13 of the Electricity Business Act.

(20) Delivery of a Document After Entering into the Contract

This means the delivery of a document named Contents of Contract which states the Electricity Charge and other supply conditions as prescribed in Article 2-14 of the Electricity Business Act.

(21) Amount Equivalent to Consumption Tax, etc.

This means an amount equivalent to the consumption tax imposed under the Consumption Tax Act and the Local Consumption Tax Law imposed pursuant to the provisions on local taxes. When calculating this amount, any fraction less than 1 (one) yen as a result of the calculation shall be rounded off.

(22) Consumption Tax Rate

This means the rate of the consumption tax imposed under the Consumption Tax Act and the Local Consumption Tax Law imposed pursuant to the provisions on local taxes to the tax base, based on which the Amount Equivalent to Consumption Tax, etc. is calculated.

(23) Intermediation Entrustment Agreement

This means a contract between the Electricity Retailer and the Company concerning the entrustment of retailing electricity to customers under the own name of the Company and on behalf of the Electricity Retailer, by entering into an electricity supply and demand contract with each customer.

(24) Electricity Retailer

This means a business operator that is registered under Article 2-2 of the Electricity Business Act for running an electricity supply business to meet general demand.

3 Treatment of units and their fractions

The treatment of units and their fractions when calculating Electricity Charges and others in the Terms of Contract, etc. shall be as follows. Treatment of other units and fractions shall be determined for each Electricity Charge Menu Definition Document.

- (1) Units of the individual capacity of Contract Load Equipment shall be 1 (one) watt or 1 (one) volt-ampere, and any fraction thereof shall be rounded to unit.
- (2) The unit of the contract capacity shall be one kilovolt-ampere, and any fraction thereof shall be rounded off to the first decimal place.
- (3) The unit of the contracted electric power shall be 1 kilowatt, and any fraction thereof shall be rounded off to the first decimal place. However, if the value determined as the contracted electric power under the Electricity

Charge Menu Definitions Document is 0.5 kilowatts or less, the contracted electric power shall be 0.5 kilowatts.

- (4) Units of the total amount in the calculation of the Electricity Charge and others shall be 1 (one) yen, and any fraction thereof shall be rounded off.

4 Change to the Terms of Contract, etc.

- (1) Concerning the Terms of Contract, specifically, the Electricity Charge Menu Definition Document in (1) of 11 (Electricity Charge Menu), the Ancillary Menu Definition Document in (1) of 12 (Ancillary Menu), and the terms and conditions in (1) of 13 (Optional Services) (hereinafter, “the Terms of Contract, etc.”), if the General Provisions for Wheeling are revised, if any change to the Terms of Contract, etc. is necessitated by the amendment or revision of any relevant law or regulation, ordinance, rule, or the like, if there occurs any event greatly affecting the Company socially and economically, or otherwise if the Company considers necessary, the Company may change the Terms of Contract, etc. in accordance with the provisions of the Civil Code in Article 548 paragraph 4, amendment to the standard terms of contract, without consents of customers. In these cases the Terms and Contract, etc. as changed, in principle, shall apply to conditions relating to charge from the electricity measurement day immediately after the effective date of such change, and to the other supply conditions from the effective date of such change. Note that, when changing the Terms of Contract, etc., the Company shall notify the purport of such change, the contents of the changed Terms of Contract, etc. and the effective date of the change by a method that utilizes an electronic data processing system such as the website predetermined by the Company or any other method that utilizes information communications technology.
- (2) Except for the cases set forth in (3), customers are requested to consent in advance to the measure that, when any change is made to the Terms of Contract, etc. (including changes to the Electricity Charge Menu and the Ancillary Menu; the same shall apply in the following paragraph) or the contracts, the Delivery of an Explanation of Supply Conditions and a Document Before Entering into a Contract, as well as the Delivery of a Document After Entering into the Contract shall be carried out as below. With respect to the Delivery of an Explanation of Supply Conditions and a

Document Before Entering into a Contract, it shall be sufficient for the Company to explain and prescribe only the matter to be changed among the matters requiring an explanation and prescription. As for the delivery of an explanatory document based on the revised Electricity Business Act or other laws and regulations and of a document after entering into a contract, such delivery shall be carried out, in principle, by a method that utilizes an electronic data processing system such as the website predetermined by the Company or any other method that utilizes information communications technology.

- (3) If a change made to the Terms of Contract, etc. is a formal change naturally needed as a result of establishment, revision, or abolition of any law or regulation, or otherwise does not involve any substantial change to the electricity supply and demand contract, customers shall consent in advance that, with respect to the Delivery of an Explanation of Supply Conditions and a Document Before Entering into a Contract, only a summary of the matter to be changed among the matters requiring an explanation shall be explained without delivering any document, and that no document after entering into the contract shall be delivered.

5 Details for the implementation

Detailed matters necessary for implementing the Terms of Contract, etc. shall be determined by consultation between the customer and the Company each time in accordance with the purport of the Terms of Contract, etc.

II Electricity supply and demand contract

6 Submission of an application for electricity supply and demand contract

- (1) When a customer wishes to establish an electricity supply and demand contract with the Company, as a general rule, the customer is requested to consent to the Terms of Contract, etc. in advance, and then select a certain Electricity Charge Menu and clarify necessary matters by the method predetermined by the Company to submit an application.
- (2) Upon submitting an application, the customer shall comply with the matters concerning consumers as specified in the General Provisions for Wheeling, in addition to the provisions of 37 (Customer's cooperation associated with electricity supply and demand).

7 Establishment of electricity supply and demand contract

- (1) The electricity supply and demand contract shall be established on a day when the Company accepts the application from the customer (hereinafter, "Date of Establishment of Contract").
- (2) The Company may not be able to accept the application for electricity supply and demand contract in some cases, due to laws and regulations, supply and demand situation of electricity, situation of supply facilities, deficiencies in application, credit requirements set by the Company, or other reasons.
- (3) Unless there are special circumstances, the Company shall not prepare any written electricity supply contract relating to necessary matters about the supply of electricity, to which the customer shall consent.

8 Units of electricity supply and demand contract

- (1) The Company shall, in principle, establish one (1) electricity supply and demand contract for one (1) Place of Demand for electricity.

- (2) The one (1) Electricity Charge Menu selected by the customer shall apply to one (1) electricity supply and demand contract, and if the requirements for application are satisfied, the Ancillary Menu shall apply.

9 Commencement of the supply and demand of electricity

- (1) The Company shall supply electricity, as an agent, as from the date of commencement of supply of electricity that is on or after the Date of Establishment of Contract and upon completion of various procedures. The date of commencement of supply of electricity in this case shall be as follows. Upon commencement of supply of electricity, the date of commencement thereof shall be promptly posted at the information-providing service “My Page” on the internet as provided by the Company (hereinafter, “My Page”).
- (i) In the case of commencing the supply of electricity by way of switching from Current Electricity Retailer, etc. or with another type of contract of our company, the date of commencement of supply of electricity shall be, in principle, the first electricity meter reading day that comes after the Company’s completion of the predetermined procedures; provided, however, that this shall not apply to cases where a recording-type meter is installed.
- (ii) In the case of newly commencing the supply and demand of electricity for a reason of relocation (moving-in) or the like, the date of commencement of supply of electricity shall be, in principle, the day as requested by the customer. However, if the use of electricity is commenced at the Place of Demand in a state where the customer has no contractual relationship with any business operator and subsequently, an electricity supply and demand contract with the Company is established, the date of commencement of supply of electricity shall be the day on which the use of electricity is commenced.
- (2) The Company may not be able to supply electricity on the date of commencement of supply of electricity determined in advance, due to a cause arising from the General Electricity Transmission and Distribution Utility or for any other unavoidable reasons. Note that, in relation to the necessary information to complete application, in cases where the

information provided by the customer is insufficient, incomplete, incorrect, or inconsistent with the information possessed by the General Electricity Transmission and Distribution Utility, the Company may not be able to commence the supply of electricity.

10 Units of supply

The Electricity Retailer shall supply electricity based on the system that allows one (1) supply electricity system, one (1) leading in, and one (1) measurement per one (1) electricity supply and demand contract, except for the following cases:

- (i) In a case where electricity is supplied by leading in through a communal lead-in wire (which means a lead-in wire for supplying electricity by one [1] leading in for a plurality of electricity supply and demand contracts); and
- (ii) In other technically and/or economically unavoidable cases.

III Electricity Charge Menu, etc.

11 Electricity Charge Menu

- (1) Detailed matters concerning the Electricity Charge Menu shall be specified in the Electricity Charge Menu Definition Document.
- (2) The Electricity Charge Menu Definition Document shall specify the requirements for application, supply electricity system, supply voltage and frequency, Contract Power, etc.

12 Ancillary Menu

- (1) In the case of setting up the Ancillary Menu to be provided incidental to the electricity supply and demand contract and the Electricity Charge Menu, detailed matters concerning the Ancillary Menu shall be provided in the Ancillary Menu Definition Document.
- (2) The Ancillary Menu Definition Document shall specify the requirements for application, etc.

13 Optional Services

- (1) When the Company or the service-providing company entrusted by the Company provides Optional Services, the customer may be able to use such services by observing the terms and conditions specified separately.
- (2) Details of the Optional Services, such as the requirements for application and the applicable period, shall be published on the Company's website and other places, including any change to and discontinuation of such services.

IV Calculation and payment of Electricity Charges

14 Electricity meter reading

- (1) The electricity meter reading shall be performed monthly by the General Electricity Transmission and Distribution Utility.
- (2) The monthly electricity meter reading day shall be determined by the General Electricity Transmission and Distribution Utility according to the area to which each customer's location belongs.
- (3) In the event of special circumstances such as a failure of a meter, or natural disaster and emergency, the General Electricity Transmission and Distribution Utility may not conduct the electricity meter reading on a monthly basis. Even in a month in which no meter reading was conducted due to any of the above circumstances, the meter reading shall be deemed to have been conducted on the electricity meter reading day predetermined by the General Electricity Transmission and Distribution Utility.

15 Electricity use period

The electricity use period of a certain month shall be a period from the electricity measurement day of its previous month (which means a day that is prior to the meter reading day, on which an amount of electric power or the maximum power demand to be notified to the Company in advance by the General Electricity Transmission and Distribution Utility is recorded in the recording type meter) until a day before the electricity measurement day of the certain month. The Electricity Charge shall be calculated based on the amount of electric power used during such period (hereinafter, "Used Electric Power Amount of the Month").

However, the electricity use period when the supply and demand of electricity is commenced shall be a period from the date of commencement of such supply and demand until a day before the electricity measurement day immediately thereafter, and the electricity use period when the

electricity supply and demand contract with the Company is cancelled shall be a period from the immediately preceding electricity measurement day until a day before the date of cancellation.

16 Electricity measurement

- (1) The used electric power amount and maximum power demand, etc. of each customer shall be measured, in principle, by using the recording type meter installed by the General Electricity Transmission and Distribution Utility, and the results of the measurement shall be notified to the Company on or after the measurement day.
- (2) In a case where no electricity meter reading was conducted or in a case where the General Electricity Transmission and Distribution Utility was unable to correctly measure the used electric power amount or the maximum power demand due to a failure of a meter or for any other reasons, the value determined between the General Electricity Transmission and Distribution Utility and the Company in accordance with the General Provisions for Wheeling shall be used as the used electric power amount or the maximum power demand, as a general rule.
- (3) Based on (1) and (2), the Company shall calculate the used electric power amount for the segment by day and that for the segment by time that are necessary for each Electricity Charge Menu.
- (4) The results of the measurement shall be notified to each customer by using the method predetermined by the Company.

17 Calculation of Electricity Charges

- (1) The Electricity Charge shall be the total of the basic charge, electric power amount charge, and the Renewable Energy Power Generation Promotion Allotted Charges calculated based on (3) of Appendix 1 (Renewable Energy Power Generation Promotion Allotted Charges).
- (2) The Company shall calculate the Electricity Charge by regarding the use period thereof as “one (1) month,” except for the periods during which the supply and demand of electricity is commenced or an electricity supply and demand contract is cancelled, and in which the number of days from the date of commencement of supply of electricity until a day before the first

electricity measurement day or from the measurement day immediately before the cancellation until a day before the date of cancellation (hereinafter, “Number of Days Subject to Daily Pro Rata Calculation”) is less than 30.

- (3) The Electricity Charge shall be calculated by applying the Electricity Charge Menu selected by each customer.
- (4) If the Ancillary Menu applies in addition to the Electricity Charge Menu, the Electricity Charge shall be calculated by reflecting all the items of the Ancillary Menu.

18 Daily pro rata calculation

- (1) For any month whose Number of Days Subject to Daily Pro Rata Calculation is less than 30, the Company shall calculate the amount of Electricity Charge of such one month on the basis of the Electricity Charge Menu Definition Document as follows
 - (i) The basic charge shall be replaced with the charge that is prorated on a daily basis according to the following calculation formula:

Amount of basic charge for one (1) month provided in the selected Electricity Charge Menu x (Number of Days Subject to Daily Pro Rata Calculation/30)
 - (ii) The electric power amount charge and the Renewable Energy Power Generation Promotion Allotted Charges shall be calculated based on the amount of electric power used for each period subject to daily pro rata calculation.
- (2) When performing a daily pro rata calculation, the Company shall check and confirm the measured value each time as necessary.

19 Payment Obligation Arising Day

- (1) The date of finalization of the specific claim and debt about the Electricity Charge of a month between the customer and the Company (hereinafter, “Payment Obligation Arising Day”) shall be a day designated by the Company that is on or after the electricity measurement day of that

month and on and after the day on which billing becomes possible at the Company.

However, in a case where the customer cancels the electricity supply and demand contract, the Payment Obligation Arising Day for the Electricity Charge that covers from the previous electricity measurement day until the cancellation date shall be a date designated by the Company that is on or after the cancellation date and on or after the day on which billing becomes possible at the Company.

- (2) Billing to the customer shall promptly be carried out on or after the day when billing becomes possible at the Company.
- (3) By registering a billed amount including the charge at a customer's "My Page," the Company shall be deemed to have billed that customer.

20 Payment due date

- (1) The Electricity Charge of the customer shall be paid by the payment due date.
- (2) The payment due date shall be the 30th day from a day after the Payment Obligation Arising Day.
- (3) If the payment due date in (2) falls on any Sunday, any of the days specified by cabinet order as defined in Article 15, paragraph 1 of the Banking Act, January 4, May 1, December 29, or December 30 (hereinafter, "Non-business Days Determined by the Company"), a day that comes immediately following the above payment date and that does not fall under any of the Non-business Days Determined by the Company shall be the payment due date.

21 Payment method and payment day of Electricity Charges, etc.

- (1) The customer shall pay the Electricity Charge every month. The Electricity Charge payable by customer shall be made by the method that the customer causes a credit card company designated by the Company (hereinafter, "Credit Card Company") to continue to pay the charge for the customer on the basis of a contract between the customer and the credit card company. However, the expenses for such payments shall be borne by the customer.

- (2) The payment of Electricity Charge shall be deemed to have been made to the Company on the day on which the payment for the customer is made from the Credit Card Company to the Company.
- (3) The Company shall check the credit status of the customer by contacting the Credit Card Company as necessary.
- (4) If the credit status is not confirmed by performing the check in the preceding paragraph, the Company shall promptly notify the customer to that effect and request the customer to newly provide the Company with the information necessary for the Payment by Credit Card by which the credit status of the customer can be confirmed.
- (5) Any electricity charge that is not paid from the Credit Card Company to the Company shall be paid by the customer, in principle, by the payment method using a payment slip.
- (6) In the case of making a payment by the method using a payment slip, the customer shall pay the charge by using a payment slip prepared by the Company or by a method predetermined by the Company's designated claim collection company as defined in the Act on Special Measures concerning Claim Management and Collection Business (hereinafter, "Claim Collection Company") at a convenience store, etc. designated by the Company or the Claim Collection Company. In that case, the payment to the Company shall be deemed to have been made on the day on which the payment is made at the convenience store, etc. Note that, when making a payment according to the method predetermined by the Claim Collection Company, the customer may be required to bear a prescribed fee.
- (7) If an excess or deficiency in the amount of electricity charge paid by the customer is determined, the Company shall notify the customer of the used electric power amount, correct charges and, whatever the cause of such excess or deficiency, the excess or deficiency amount of the payment without delay and, in principle, make payment adjustment of such excess or deficiency amount with the electricity charge whose Payment Due Date falls in the month immediately after the month to which the date of issuance of such notification belongs (regardless the Payment Due Date of such electricity charge has already come at the time of such adjustment or not).

- (8) Burden charge for construction work and others shall be paid each time by method through the financial institution designated by the Company. The expense associated with the payment at that time shall be borne by the customer.

22 Handling of case of no payment of Electricity Charge

- (1) In the event the customer fails to pay the Electricity Charge even after the payment due date, the Company shall, in principle, require the customer to pay a default interest for the period from a day after the payment due date until the date of payment. However, no default interest shall be required in the cases falling under the following:

- (i) If the Electricity Charge is paid within 10 days from a day after the payment due date; or
- (ii) If payment is made by the due date shown in the payment slip.

- (2) The default interest shall be the amount obtained by subtracting the Amount Equivalent to Consumption Tax, etc. from the Electricity Charge subject to calculation of such interest and then multiplying the resultant amount by 0.0274% per day. Note that the Amount Equivalent to Consumption Tax, etc. shall be calculated by the following calculation formula:

$$\begin{aligned} & \text{Amount Equivalent to Consumption Tax, etc. included in the Electricity} \\ & \text{Charge} \\ & = \text{Electricity Charge} \times \text{Consumption Tax Rate} / (1 + \text{Consumption Tax Rate}) \end{aligned}$$

- (3) The default interest shall be paid, in principle, together with the Electricity Charge whose payment obligation arises immediately after the customer's payment of the Electricity Charge subject to calculation of the default interest.
- (4) In applying 23 (Priority order for payment of Electricity Charges and default interest) and 32 (Cancellation of electricity supply and demand contract by the Company), the payment obligation of the default interest shall be deemed to have arisen on the Payment Obligation Arising Day of the Electricity Charge to be paid together based on the provisions of (3).

- (5) The payment due date of the default interest shall be the same as the payment due date of the Electricity Charge to be paid together based on the provisions of (3).
- (6) In the event the customer fails to pay the Electricity Charge even after the payment due date, the Company may cancel the electricity supply and demand contract in some cases, based on 32 (Cancellation of electricity supply and demand contract by the Company, etc.).

23 Priority order for payment of Electricity Charges and default interest

The Electricity Charge and the default interest shall be paid in the order of occurrence of the payment obligation.

V Use and supply of electricity

24 Maintaining the adequacy of contracts

If an electricity supply and demand contract with any customer is found to be inadequate in light of the customer's actual usage of electricity, the Company shall require the customer to promptly change the contract to make it adequate.

25 Penalty

In the event that any customer falls under any of the cases described in the items from d through f in (ii) of (1) of 32 (Cancellation of electricity supply and demand contract by the Company, etc.) and escapes from payment of all or a part of the Electricity Charge as a result, and if the Company is claimed with an amount billed to the Electricity Retailer from the General Electricity Transmission and Distribution Utility pursuant to the provisions of the General Provisions for Wheeling, such billed amount to the Company shall be paid by the customer as penalty.

26 Restriction to or discontinuation of use

- (1) In the following cases, the Company may restrict or discontinue the customer's use of electricity during the supply period for reasons such as the circumstances of the General Electricity Transmission and Distribution Utility:
 - (i) If a failure occurs or is likely to occur in the supply facilities maintained and operated by the General Electricity Transmission and Distribution Utility;
 - (ii) If inevitable for inspection, repair, change, or other construction work of the supply facilities maintained and operated by the General Electricity Transmission and Distribution Utility;

- (iii) Otherwise if the General Electricity Transmission and Distribution Utility deems it necessary for the supply and demand of electricity or for ensuring security; and
 - (iv) In cases of natural disaster and emergency.
- (2) If the supply of electricity is discontinued or the use of electricity is restricted or discontinued under (1), the Company shall, in principle, calculate the charge also for such period of restriction or discontinuation as if the electricity had been supplied during the period.

27 Disclaimer of compensation for damage

- (1) In cases where the use of electricity is restricted or discontinued under 26 (Restriction to or discontinuation of use), and when such restriction or discontinuation was performed for a reason not attributable to the Company, the Company shall not be liable to compensate for any damage caused to the customer by the restriction or suspension.
- (2) In cases where the electricity supply and demand contract is cancelled under 32 (Cancellation of electricity supply and demand contract by the Company, etc.), the Company shall not be liable to compensate for any damage caused to the customer thereby.
- (3) In cases where electric leakage or any other accident occurs, and when such accident is caused for a reason not attributable to the Company, the Company shall not be liable to compensate for any damage caused to the customer thereby.
- (4) In the event that the Company is unable to supply electricity on the pre-determined start date of supply and demand, the Company shall not be liable to compensate for any lost profits, indirect damages, loss of operation, special damages, or other damages suffered by the customer. However, this shall not apply in the event of intentional or gross negligence on the part of the Company.
- (5) Not that, even if the Company is liable to compensate for damages suffered by the customer, the Company shall indemnify only to the extent normal and actual damages excluding lost profits, unless we have intentional or gross negligence.

28 Compensation for facilities

In the event that a customer intentionally or negligently damages or loses any of the electric facilities, electric apparatuses, or other facilities of the General Electricity Transmission and Distribution Utility that are located within the Place of Demand, and if the Company is charged with an amount billed to the Electricity Retailer from the General Electricity Transmission and Distribution Utility, such amount billed shall be paid by the customer as compensation.

VI Change to and cancellation of electricity supply and demand contract

29 Change to another Electricity Charge Menu

- (1) In a case where a customer submitted an application for changing the current Electricity Charge Menu to another Electricity Charge Menu and the application has been accepted by the Company, the customer may change the Electricity Charge Menu.
- (2) The delivery of an Explanation of Supply Conditions and a document as well as the delivery of a document after commencement of the power supply as a result of the change to another Electricity Charge Menu shall be made in accordance with (2) and (3) of 4 (Change to the Terms of Contract, etc.).

30 Change of the ownership of electricity supply and demand contract

If a new customer succeeds all the rights and obligations concerning the previous customer's electricity supply and demand contract and wishes to continue the electricity supply and demand contract with the Company, the customer is requested to change the ownership of the contract according to the method predetermined by the Company. In this case, the customer shall notify the Company of their wish by an electromagnetic method, telephone, or the like unless the Company requires a notification in writing.

31 Cancellation of electricity supply and demand contract by customer

- (1) Cancellation of electricity supply and demand contract for a reason of relocation (moving-out), etc.

When a customer intends to cancel the electricity supply and demand contract for a reason of relocation, etc., the customer shall notify the Company of such intention by the method predetermined by the Company at least by 10 business days before the desired date of cancellation (hereinafter, "Desired Date of Cancellation"). Based on the customer's notification, the Company

shall perform necessary procedures with the General Electricity Transmission and Distribution Utility for cancelling the electricity supply and demand contract on the Desired Date of Cancellation.

Except for the following cases, The Company shall consider the Desired Date of Cancellation notified by the customer to be the cancellation date:

- (i) If the Company receives the customer's notification of cancellation on or after the day when the use was actually abolished, the date of receipt of the notification (or if the receipt date falls under any of the Non-business Days Determined by the Company, the day that comes immediately after the receipt date and is not any of the Non-business Days Determined by the Company) shall be, in principle, the cancellation date; and
 - (ii) If it is not possible to perform necessary procedures for cancelling the electricity supply and demand contract for a reason not attributable to the Company (except for the cases by force majeure such as disaster), the day on which it becomes possible to perform the procedures for cancelling the electricity supply and demand contract shall be the cancellation date.
- (2) Cancellation by switching the contract to that of another Electricity Retailer, etc.

When a customer cancels the electricity supply and demand contract with the Company to newly receive the supply of electricity from another Electricity Retailer, etc., the customer must submit an application for a contract to that another Electricity Retailer, etc.. Upon receipt of a request from such Electricity Retailer, etc., the Company shall perform necessary procedures for cancelling the electricity supply and demand contract between the customer and the Company. In this case, the cancellation date of the electricity supply and demand contract with the Company shall be the day on which the supply of electricity from the Electricity Retailer, etc. to the customer commences.

32 Cancellation of electricity supply and demand contract by the Company, etc.

- (1) The Company may cancel the electricity supply and demand contract in the following cases. In these cases, the relevant customer shall be notified

of such cancellation by at least 15 days before the date of cancellation in principle.

- (i) In cases where the customer falls under any of the following:
 - a. In a case where the customer fails to pay the entire amount of Electricity Charge even after the payment due date;
 - b. In a case where the customer does not perform any obligation under another contract the customer has with the Company (including any contract already extinguished) by their respective due dates;
 - c. In a case where the customer does not perform any obligation, other than the Electricity Charge, which is necessitated to be paid due to the Terms of Contract (such as the entire amount of default interest and the entire amount of burden charge for construction work); or
 - d. In a case where any circumstance occurs and prevents the procedures for commencing the supply of electricity from being performed, such as when the customer does not provide the information necessary for commencement of the supply of electricity in 9 (Commencement of the supply and demand of electricity).
- (ii) In cases where the customer falls under any of the following, and when wheeling service is suspended by the General Electricity Transmission and Distribution Utility or when any fact leading to possible suspension of wheeling service is identified:
 - a. In a case where a security risk has arisen for a reason attributable to the customer;
 - b. In a case where the customer intentionally damaged or lost the electric facilities of the General Electricity Transmission and Distribution Utility located within the Place of Demand, thereby causing serious damage to the General Electricity Transmission and Distribution Utility;
 - c. In a case where the customer connected the supply facilities of the General Electricity Transmission and Distribution Utility and the customer's electric equipment without obtaining permission from the General Electricity Transmission and Distribution Utility;

- d. In a case where the customer used the electric line of the General Electricity Transmission and Distribution Utility or used their electricity fraudulently by, for example, altering the electric facilities;
 - e. In a case where the consumer has not agreed to having the contract changed in spite of using electricity through any load equipment other than the Contract Load Equipment;
 - f. In a case where the customer used Electric Lamp(s) or Small-sized Apparatus(es) without entering into a contract for an Electricity Charge Menu for the customers who use Electric Lamps and Small-sized Apparatuses;
 - g. In a case where the customer rejected without justifiable reason the entry of a staff member or staff members of the General Electricity Transmission and Distribution Utility into the customer's premises and did not allow the staff member(s) to perform necessary work, contrary to (1) of 37 (Customer's cooperation associated with the supply and demand of electricity); or
 - h. In a case where the measures that become necessary due to (2) of 37 (Customer's cooperation associated with the supply and demand of electricity) cannot be taken.
- (iii) In cases where the customer falls under any of the following:
- a. In a case where a petition for provisional seizure, provisional disposition, compulsory execution, or public sale is filed against the customer;
 - b. In a case where a petition for commencement of bankruptcy, civil rehabilitation, special liquidation, or corporate reorganization proceedings is filed against the customer;
 - c. In a case where the customer has fallen into a state of payment suspension;
 - d. In a case where the customer is subjected to dishonoring of a bill or note, or suspension of transactions by bill or note;
 - e. In other cases where the credit status of the customer has deteriorated or there is a reason to consider that the customer's credit status is likely to deteriorate;
 - f. In a case where any of the information notified by the customer to the Company turns out to be untrue; or

The Electricity Charges as well as other claims and obligations while the electricity supply and demand contract is effective, shall not be extinguished by cancellation of the electricity supply and demand contract. Note that this shall include the claims and obligations whose Payment Obligation Arising Day have yet to arrive.

VII Others

34 Supply and demand point and facilities

- (1) The electricity supply and demand point (which means the point at which the supply and demand of electricity takes place) shall be the point in the Place of Demand in principle and shall be the connecting point between the electric line or lead-in wire of the General Electricity Transmission and Distribution Utility and the customer's electric equipment.

Note that this shall not apply to the cases in which the electricity supply and demand point has been separately determined upon consultation between the customer and the General Electricity Transmission and Distribution Utility.

- (2) The supply facilities leading up to the supply and demand point shall be owned by the General Electricity Transmission and Distribution Utility and installed at the expense of the General Electricity Transmission and Distribution Utility, except for the amount paid by the customer to the General Electricity Transmission and Distribution Utility such as the burden charge for construction work.
- (3) Any ancillary facility (which means a facility that is fixed to the customer's building to support the supply facilities installed at the customer's land or building or that is necessary for the equipment and facilities contained therein) shall be, in principle, owned by the customer and installed at the expense of the customer. In this case, the General Electricity Transmission and Distribution Utility shall be allowed to use the ancillary facility free of charge.

35 Burden charge for construction work

- (1) In cases where the customer falls under any of the following, and if the Electricity Retailer is requested by the General Electricity Transmission and Distribution Utility to bear expenses such as construction work expense and the Company is requested by the Electricity Retailer to bear such expenses, the customer shall bear the expenses. Note that such expenses shall be calculated by the General Electricity Transmission and Distribution

Utility in accordance with the provisions of the General Provisions for Wheeling and be paid by the customer prior to commencement of the construction work, in principle:

- (i) If the customer newly commences the use of electricity, changes the Electricity Charge Menu, or increases the Contract Quantities;
 - (ii) If special supply facilities are newly installed for the customer to newly commence the use of electricity, change the Electricity Charge Menu, or increase the Contract Quantities;
 - (iii) If supply facilities are changed at the request of the customer without involving new use of electricity or any increase in the Contract Quantities;
 - (iv) If the customer intends to abolish the use of electricity or intends to decrease the Contract Quantities. within less than one (1) year after the date of newly setting or increasing the Contract Quantities; or
 - (v) In other cases due to the customer's circumstances.
- (2) If requested by the customer or required by the Company, a contract concerning necessary matters including construction work expenses, etc. shall be prepared, in principle, prior to commencement of the construction work.
- (3) If any difference in amount is found after completion of the construction work between the burden charge for construction work paid by the customer prior to commencement of the construction work and the actual burden charge for construction work expense, and the Electricity Retailer is requested by the General Electricity Transmission and Distribution Utility to make a payment adjustment and the Electricity Transmission and Distribution Utility subsequently requests the Company to make the payment adjustment, the customer shall pay for the difference.

36 Charging of expenses if electricity supply and demand contract is cancelled before reaching the commencement of supply of electricity

In the case of canceling or changing the electricity supply and demand contract before reaching the commencement of the supply and demand of electricity due to the customer's circumstances after a part or all of the

supply facilities have been installed, and if the General Electricity Transmission and Distribution Utility requests the Company to pay for the expenses, the customer shall pay for such expenses. Note that, even if no construction work for the supply facilities was performed actually and the Company is requested by the General Electricity Transmission and Distribution Utility to pay for the amount of expenses for measurement supervision or related work , the customer shall pay for such expenses to the Company.

37 Customer's cooperation associated with the supply and demand of electricity

- (1) Cooperation for work that needs to be conducted within the customer's premises

If the Company deems it necessary for fulfilling the electricity supply and demand contract based on the Terms of Contract, or if the General Electricity Transmission and Distribution Utility deems it necessary for performing its electrical service, the General Electricity Transmission and Distribution Utility may enter the customer's land or building upon obtaining approval of the customer. In such cases, the customer is requested to approve the entry of the Electricity Transmission and Distribution Utility into their own premises and the implementation of the required work unless there is a justifiable reason.

Note that the staff member(s) to enter into the premises shall present designated identification document(s) if required by the customer:

- (2) Cooperation associated with the use of electricity
 - (i) In the event that the customer's use of electricity causes or is likely to cause a third party's use of electricity to be obstructed, or causes or is likely to cause any trouble on the electric facilities of the General Electricity Transmission and Distribution Utility due to any of the following causes, the adjustment device or protection device as necessary shall be installed at the Place of Demand at the customer's expense. If especially necessary, the General Electricity Transmission and Distribution Utility shall change the supply facilities or install dedicated supply facilities at the expense of the customer:

- a. When characteristics of the load, etc. lead to the significant lack of balancing in the load of each interphase;
 - b. When characteristics of the load, etc. lead to the significant fluctuation in the voltage or frequency;
 - c. When characteristics of the load, etc. lead to the generation of significant distortion in the waveform;
 - d. When a significantly high frequency or harmonic is generated; or
 - e. In other cases equivalent to a, b, c, or d.
- (ii) Any power generation facility used by the customer by electrically connecting it to the supply facilities of the General Electricity Transmission and Distribution Utility shall be treated in accordance with (i). Note that the interconnection conditions in this case shall conform to the terms and conditions for contract or similar document concerning system interconnection as specified by the General Electricity Transmission and Distribution Utility.

(3) Cooperation to restriction and discontinuation

If the Company restricts or discontinues the use of electricity by a customer pursuant to 26 (Restriction or discontinuation of use), the customer is requested to cooperate as necessary.

(4) Cooperation to provide necessary land

The customer is requested to cooperate in securing a necessary land for the construction work and maintenance of the supply facilities installed or owned by the General Electricity Transmission and Distribution Utility in association with the supply of electricity.

(5) Cooperation for ensuring security, etc.

- (i) In the following cases, the customer shall promptly notify the General Electricity Transmission and Distribution Utility to that effect. In these cases, the General Electricity Transmission and Distribution Utility shall immediately take a proper action:

- a. In the event that any abnormality or failure, or the possibility of causing any abnormality or failure in the lead-in wire, meter or related devices, or other electric facilities of the General Electricity Transmission and Distribution Utility that are located within the customer's Place of Demand is determined; and

- b. In the event that the customer finds any abnormality or failure, or the possibility of causing any abnormality or failure in the customer's electric facilities, and such abnormality, failure, possible abnormality, or possible failure is likely to affect the supply facilities of the General Electricity Transmission and Distribution Utility is determined.
 - (ii) If it is clear that the customer does not use the supply facilities of the General Electricity Transmission and Distribution Utility, the General Electricity Transmission and Distribution Utility shall, when deemed necessary for ensuring security, take a proper action in accordance with (i) for the relevant period.
 - (iii) In cases where the customer perform construction work to install, change, or repair any property that could directly affect the supply facilities of the General Electricity Transmission and Distribution Utility, or the completion of such installment, change, or repairing of the property results in directly affecting the supply facilities of the General Electricity Transmission and Distribution Utility, the customer shall notify the General Electricity Transmission and Distribution Utility of the details of such work or consequences. In these cases, when necessary for ensuring security, the customer is requested to change the details of such work upon request by the General Electricity Transmission and Distribution Utility..
 - (iv) When necessary, prior to the supply of electricity, the General Electricity Transmission and Distribution Utility shall consult with the customer as to how to operate the switch that shuts off the received electric power and other matters.
- (6) Cooperation to investigation
- (i) If any construction work is performed to change the customer's electric facilities, the customer shall, upon completion of such construction work, promptly so notify the General Electricity Transmission and Distribution Utility or a registered investigation body that is registered by the Minister of Economy, Trade and Industry.
 - (ii) When necessary in investigating as to whether the customer's electric facilities in question conform to the relevant technical standards, the

General Electricity Transmission and Distribution Utility shall request the customer to present the wiring diagram of the electric facilities.

38 Handling when the Consumption Tax Act, etc. is revised

Upon revision of the Consumption Tax Act and the Local Tax Act, the Company shall calculate the Electricity Charge, etc. in accordance with the Consumption Tax Act and the Local Tax Act as revised and then request each customer for payment thereof. In this case, the Amount Equivalent to Consumption Tax, etc. and the Consumption Tax Rate shall be those according to the revised Consumption Tax Act and Local Tax Act.

39 Exclusive agreed-upon court with jurisdiction

Any dispute in connection with the electricity supply and demand contract shall be brought before the Tokyo Summary Court or the Tokyo District Court as the first instance exclusive agreed-upon court with jurisdiction.

40 Elimination of anti-social forces

- (1) The customer and the Company shall respectively represent and guarantee that the own party or any of the own officers does not fall under a crime syndicate, crime syndicate member, crime syndicate quasi-member, crime syndicate-related company or group, corporate racketeer, etc., and any other person equivalent thereto (hereinafter collectively, “Crime Syndicate Member, etc.”) as well as any one of the following items as of the time of establishment of the electricity supply and demand contract, and that the own party or any of the own officers will not fall under any of them over the future, except for the supply and demand contract of gas and electricity:
 - (i) To have a relationship deemed as Crime Syndicate Member, etc. controlling the corporate management;
 - (ii) To have a relationship deemed as Crime Syndicate Member, etc. being substantially involved in the corporate management;
 - (iii) To have a relationship deemed as unlawfully utilizing Crime Syndicate Member, etc., such as for the purpose of making an illicit gain for the

- own self, own company, or a third party, or for the purpose of inflicting damage on a third party;
- (iv) To have a relationship deemed as being involved in providing funds, etc. or granting convenience to Crime Syndicate Member, etc.; or
 - (v) An officer or a person substantially involved in the corporate management has a socially condemnable relationship with Crime Syndicate Member, etc.
- (2) The customer and the Company respectively represent and guarantee that the own party or a third party on its behalf does not engage in the act falling under any one of the following items:
- (i) A act of making a violent demand;
 - (ii) An unreasonable demanding act that goes beyond the limits of legal liability;
 - (iii) An act of employing threatening language and behavior, or violence in relation of transactions;
 - (iv) An act of damaging the credit of the other party or obstructing the business of the other party by spreading false rumors and/or by the use of fraudulent means or force; or
 - (v) Other acts equivalent to the preceding items.
- (3) In the event that the customer or the Company breaches (1) or (2), the other party shall be entitled to cause the breaching party to forfeit the benefit of time granted thereto and to immediately terminate the electricity supply and demand contract without any procedures such as notice or demand, and shall neither be obligated nor be liable in any way for any damage suffered by the breaching party due to the termination.

Supplementary Provisions

1 Effective date of the Terms of Contract

The Terms of Contract shall be effective as from September 1, 2023.

2 General Electricity Transmission and Distribution Utility

The General Electricity Transmission and Distribution Utility set forth in (1) of 1 (Application) shall be TEPCO Power Grid, Incorporated.

3 Electricity Retailer with which the Intermediation Entrustment Agreement is concluded

The Electricity Retailer with which the Company enters into the Intermediation Entrustment Agreement shall be Tokyo Gas Co., Ltd.

4 Transfer of the contractual status under the electricity supply and demand contract

- (1) If it is expected that the Company will no longer be able to retail electricity to the customers due to termination of the Intermediation Entrustment Agreement or for other reasons, such possible outcome shall be notified, in principle, at the Company's website in advance.
- (2) In the case of (1), unless the customer wishes to switch the contract to that of another Electricity Retailer, the Company shall, based on the agreement with the customer, perform a procedure for transferring the Company's contractual status under the electricity supply and demand contract to the Electricity Retailer or another business operator with which the Electricity Retailer enters into an Intermediation Entrustment Agreement from the standpoint of continuing the supply of electricity to the customer. However, in this case, the Terms of Contract for Electricity Supply and Demand, etc. of the Electricity Retailer or such another business operator will apply, and accordingly, the supply and demand conditions in the electricity supply and demand contract between the customer and the Company may be changed.

5 Special measures for when measuring by a Meter Other Than a Recording Type Meter

(1) The supply conditions when measuring by a meter incapable of measuring every 30 minutes (hereinafter, “Meter Other Than a Recording Type Meter”) shall be as follows.

(i) Electricity use period

The electricity use period of a certain month shall be a period from the electricity meter reading day of its previous month until a day before the electricity meter reading day of the certain month (however, if measurement by recording type meter becomes possible during a period between the start of an electricity use period and the end of the electricity use period, the electricity use period of the month following such electricity use period shall be a period from the electricity meter reading day of that particular month until a day before the electricity measurement day of its following month, and the electricity use period two months or more after such electricity use period shall be in conformity with these provisions; hereinafter, “Meter Reading Period, etc.”). However, the electricity use period during which the Company commences the supply and demand of electricity, or cancels the electricity supply and demand contract shall be a period from the date of commencement of such supply and demand until a day before the electricity meter reading day immediately thereafter, or a period from the immediately preceding electricity meter reading day until a day before the date of cancellation, respectively.

(ii) Calculation of Electricity Charges

a. The Company shall calculate the Electricity Charge by regarding the use period thereof as “one (1) month,” except for the periods during which the supply and demand of electricity is commenced or an electricity supply and demand contract is cancelled, and in which the number of days from the date of commencement of supply of electricity until a day before the first electricity meter reading day or from the electricity meter reading day immediately before the cancellation until a day before the date of cancellation (hereinafter, “Number of Meter-Read Days Subject to Daily Pro Rata Calculation”) is less than 30.

b. When the Number of Meter-Read Days Subject to Daily Pro Rata Calculation is less than 30, the Company shall prorate the basic charge on a daily basis as follows on the basis of the Electricity Charge Menu Definition Document.

Basic charge for one (1) month set in the selected Electricity Charge Menu x (Number of Meter-Read Days Subject to Daily Pro Rata Calculation/30)

(2) If electricity is supplied at a Low Voltage and is measured by a Meter Other Than a Recording Type Meter, the used power amount, Contract Quantities shall be as follows.

(i) Used power amount per every 30 minutes during the Transitional Period

The used power amount per every 30 minutes for a period of the month during which measurement is made by a Meter Other Than a Recording Type Meter (hereinafter, "Transitional Period") shall be the value obtained by evenly allocating the used power amount measured during the Transitional Period, as the used power amount per every 30 minutes during the Transitional Period. However, if the used power amount during the Transitional Period is measured for each of the time zone segments, the used power amount per every 30 minutes during the Transitional Period shall be the values obtained by evenly allocating the used power amounts measured for the respective time zone segments during the Transitional Period, as the used power amounts per every 30 minutes of the respective time zone segments, respectively.

(ii) Used power amount per every 30 minutes if there is a change to the Electricity Charge Menu, Contract Quantities (hereinafter, "Electricity Charge, etc.") during the Transitional Period.

When the basic charge, electric power amount charge, and the like that are set forth in the Electricity Charge Menu are changed as a result of any change made to the Electricity Charge, etc., the used power amount during the Transitional Period shall be calculated by dividing such amount by the ratio of the values that is obtained by multiplying the respective numbers of days of the periods before and after the date of change to the Electricity Charge, etc. by the Contract Quantities.

In this case, the connected and supplied power amount before and after the date of change to the Electricity Charge, etc. during the Transitional Period shall be evenly divided as the connected and supplied power amount per every 30 minutes in accordance with (i).

Appendix

1 Renewable Energy Power Generation Promotion Allotted Charges

(1) Unit price of Renewable Energy Power Generation Promotion Allotted Charges

The unit price of Renewable Energy Power Generation Promotion Allotted Charges shall be the amount equivalent to the unit price of payment prescribed in Article 36, paragraph 2 of the Act on Special Measures for Renewable Energy and shall be determined in compliance with the Public Notice for Establishing the Unit Price of Payment Based on the Provisions of Article 32, Paragraph 2 of the Act on Special Measures concerning Renewable Energy Sources (hereinafter, “Public Notice for Establishing the Unit Price of Payment”) and the Public Notice for Establishing the Unit Price of Avoidable Expenses, etc.

Note that the Company shall use the value on the website of the Electricity Retailer for the unit price of Renewable Energy Power Generation Promotion Allotted Charges. For more details, visit the following site:

<https://home.tokyo-gas.co.jp/power/ryokin/shikumi/saiene.html>

(2) Application of the unit price of Renewable Energy Power Generation Promotion Allotted Charges

The unit price of Renewable Energy Power Generation Promotion Allotted Charges as set forth in (1) shall apply to the electricity that is used for a period from the measurement day in April of the year of issuance of the Public Notice for Establishing the Unit Price of Payment concerning the unit price of Renewable Energy Power Generation Promotion Allotted Charges until a day before the measurement day in April of the following year.

(3) Calculation of the Renewable Energy Power Generation Promotion Allotted Charges

(i) The Renewable Energy Power Generation Promotion Allotted Charges shall be calculated by applying the unit price of Renewable Energy Power Generation Promotion Allotted Charges as set forth in (1) to the used power amount of a relevant month.

Note that units of the total amount in the calculation of the Renewable Energy Power Generation Promotion Allotted Charges shall be 1 (one) yen, and any fraction thereof shall be rounded off.

- (ii) In a case where the customer's business office has obtained a certification under Article 37, paragraph 1 of the Act on Special Measures for Renewable Energy, and when the customer notifies the Company to that effect, the Renewable Energy Power Generation Promotion Allotted Charges, which covers a period from the measurement day in April immediately after such notification from the customer until a day before the measurement day in April of the following year (or if the certification issued to the customer's business office is revoked pursuant to the provisions of Article 37, paragraph 5 or 6 of the Act on Special Measures for Renewable Energy, up to the measurement day immediately after such revocation), shall be, notwithstanding (i), the amount obtained by subtracting, from the amount calculated as the Renewable Energy Power Generation Promotion Allotted Charges in (i), the amount as a result of multiplying that amount calculated in (i) by the rate prescribed in the Enforcement Order of the Act on Special Measures concerning Procurement of Electricity from Renewable Energy Sources by Electricity Utilities as the rate set forth by the cabinet order as provided for in Article 37, paragraph 3 of the Act on Special Measures for Renewable Energy (hereinafter, "Amount of Reduction/Exemption").

Note that units of the Amount of Reduction/Exemption shall be 1 (one) yen, and that any fraction thereof shall be rounded off.

電 気 需 給 約 款

2023年9月1日実施

株式会社ヒナタオエナジー

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I 総則

1 適用

- (1) この電気需給約款（以下「本約款」といいます。）は、当社が、低圧需要に応じて、一般送配電事業者の託送供給等約款（以下「託送約款」といいます。）に定める託送供給により、当社が取次委託契約を締結する小売電気事業者（以下「本小売電気事業者」といいます。）の供給する電気を取次により小売するときの需給条件を定めたものです。
- (2) 本約款は、次の地域に適用します。ただし、電気事業法第2条第1項第8号イに定める離島は除きます。

栃木県、群馬県、茨城県、埼玉県、千葉県、東京都、神奈川県、山梨県、静岡県（富士川以東）

2 定義

次の言葉は、本約款等においてそれぞれ次の意味で使用します。

- (1) 一般送配電事業者
- 1（適用）（2）において定める地域の一般送配電事業を営むことについて電気事業法第3条の許可を受けた事業者をいいます。
- (2) 低圧
- 標準電圧100ボルトまたは200ボルトをいいます。
- (3) 需要場所
- 託送約款に定める需要場所をいいます。
- (4) 電灯
- 白熱電球、けい光灯、ネオン管灯、水銀灯等の照明用電気機器（付属装置を含みます。）をいいます。
- (5) 小型機器
- 主として住宅、店舗、事務所等において単相で使用される、電灯以外の低圧の電気機器をいいます。ただし、急激な電圧の変動等により他のお客さまの電灯の使用を妨害し、または妨害するおそれがあり、電灯と併用できないものは除きます。
- (6) 動力

電灯および小型機器以外の電気機器をいいます。

(7) 契約負荷設備

契約上使用できる負荷設備をいいます。

(8) 契約主開閉器

契約上設定されるしゃ断器であって、定格電流を上回る電流に対して電路をしゃ断し、お客さまにおいて使用する最大電流を制限するものをいいます。

(9) 契約電流

契約上使用できる最大電流（アンペア）をいい、交流単相２線式標準電圧１００ボルトに換算した値とします。

(10) 契約容量

契約上使用できる最大容量（キロボルトアンペア）をいいます。

(11) 契約電力

契約上使用できる最大電力（キロワット）をいいます。

(12) 契約電力等

契約電流、契約容量および契約電力を総称したものをいいます。

(13) 電気料金メニュー

電気料金メニュー定義書ごとに定める基本料金、電力量料金等お客さまへ電気を小売するときの料金その他の条件をいいます。

(14) 付帯メニュー

電気料金メニューごとに付帯する割引等の条件をいいます。

(15) オプションサービス

当社もしくは当社が委託するサービス提供会社が提供するサービスをいいます。

(16) 電気料金

本約款にもとづき、電気料金メニューを適用し、お客さまの電気のご使用状況に応じて計算される料金をいいます。

(17) 再生可能エネルギー発電促進賦課金

再生可能エネルギー電気の利用の促進に関する特別措置法（以下「再生可能エネルギー特別措置法」といいます。）第３６条第１項に定める賦課金をいいます。

(18) 供給条件の説明

電気事業法第2条の13に定める電気料金その他供給条件の説明をいいます。

(19) 契約締結前の書面交付

電気事業法第2条の13に定める電気料金その他供給条件が記載された書面の交付をいいます。

(20) 契約締結後の書面交付

電気事業法第2条の14に定める電気料金その他供給条件が記載された書面の交付をいいます。

(21) 消費税等相当額

消費税法の規定により課される消費税および地方税法の規定により課される地方消費税に相当する金額をいいます。この場合、その計算の結果、1円未満の端数が生じた場合には、その端数の金額を切り捨てます。

(22) 消費税率

消費税等相当額の、消費税法の規定により課される消費税および地方税法の規定により課される地方消費税の課税標準に対する割合をいいます。

(23) 取次委託契約

当社が、自己の名をもって、本小売電気事業者のために、お客さまとの間で電気需給契約を締結することによってお客さまに対し電気を小売することの委託に関する、当社と本小売電気事業者との間の契約をいいます。

(24) 小売電気事業者

一般の需要に応じ電気を供給する事業を営むことについて、電気事業法第2条の2に基づき登録を受けた事業者をいいます。

3 単位および端数処理

本約款等において電気料金その他を計算する場合の単位およびその端数処理は、次のとおりとします。その他の単位および端数処理は、電気料金メニュー定義書ごとに定めます。

(1) 契約負荷設備の個々の容量の単位は、1ワットまたは1ボルトアンペアとし、その端数は、小数点以下第1位で四捨五入します。

(2) 契約容量の単位は、1キロボルトアンペアとし、その端数は、小数点以下第1位で四捨五入します。

- (3) 契約電力の単位は、1キロワットとし、その端数は、小数点以下第1位で四捨五入します。ただし、電気料金メニュー定義書の規定にもとづき契約電力として定めた値が0.5キロワット以下となるときは、契約電力を0.5キロワットとします。
- (4) 電気料金その他の計算における合計金額の単位は、1円とし、その端数は、切り捨てます。

4 本約款等の変更

- (1) 当社は、本約款、11（電気料金メニュー）（1）の電気料金メニュー定義書、12（付帯メニュー）（1）の付帯メニュー定義書および13（オプションサービス）（1）の規約（以下「本約款等」といいます。）に関して、託送約款が改定された場合、関係法令・条例・規則等の改正により本約款等の変更の必要が生じた場合、社会的経済的に当社に大きな影響を及ぼす事象の発生その他当社が必要と判断した場合には、民法第548条の4の定型約款の変更の規定に従い、お客さまの了承を得ることなく、本約款等を変更することがあります。この場合には、原則として、電気料金にかかわる条件は変更の効力発生日直後の電気の計量日から、その他の供給条件は変更の効力発生日から、変更後の本約款等によるものとします。なお、本約款等を変更する場合には、本約款等を変更する旨および変更後の本約款等の内容ならびに変更の効力発生日を、当社所定のウェブサイト等の電子情報処理組織を使用する方法またはその他の情報通信の技術を使用する方法により、お知らせします。
- (2) 本約款等の変更（電気料金メニューおよび付帯メニューの変更を含みます。次項において同じ。）または契約の変更にともない、（3）に定める場合を除き、供給条件の説明および契約締結前の書面交付および契約締結後の書面交付を、以下のとおり行うことについてあらかじめ承諾していただきます。供給条件の説明および契約締結前の書面交付については、説明および記載を要する事項のうち当該変更をしようとする事項のみを説明および記載すれば足りるものとし、電気事業法その他の法令に基づく説明書面および契約締結後の書面交付については、原則として、当社所定のウェブサイト等の電子情報処理組織を使用する方法またはその他の情報通信の技術を使用する方法にて行うものとします。
- (3) 本約款等の変更が、法令の制定または改廃にともない当然必要とされる形式的な変更その他の電気需給契約の実質的な変更をともしない内容である場合には、供給条件の説明および契約締結前の書面交付については、説明を要する事項のうち当該変更をしようとする事項の概要のみ

を書面を交付することなく説明することおよび契約締結後の書面交付をしないことについてあらかじめ承諾していただきます。

5 実施細目

本約款等の実施上必要な細目的事項は、本約款等の趣旨に則り、そのつどお客さまと当社との協議によって定めます。

II 電気需給契約

6 電気需給契約の申し込み

- (1) お客さまが新たに当社との電気需給契約を希望される場合は、原則としてそのご本人から、あらかじめ本約款等を承認のうえ、電気料金メニューを1つ選択し、当社所定の方法により必要事項を明らかにして申し込みいただきます。
- (2) 申し込みにあたり、お客さまは、37（電気需給にともなうお客さまの協力）に定めるものの他、託送約款で定める需要者に関する事項について遵守していただきます。

7 電気需給契約の成立

- (1) 電気需給契約は、お客さまからの申し込みを当社が承諾した日（以下「契約成立日」といいます。）に成立します。
- (2) 当社は、法令、電気の需給状況、供給設備の状況、お申し込み内容の不備、当社の設定する与信基準等により、電気需給契約の申し込みを承諾できない場合があります。
- (3) 当社は電気の供給に関する必要な事項について、特別な事情がある場合を除き、電気供給契約書を作成しないものとし、お客さまはこれを承諾するものとしします。

8 電気需給契約の単位

- (1) 当社は、電気の1需要場所について、原則1電気需給契約を締結します。
- (2) 1電気需給契約には、お客さまが選択した1電気料金メニューを適用するものとし、適用条件を満たす場合には、付帯メニューを適用します。

9 電気の需給開始

- (1) 当社は、契約成立日以降、かつ、各種手続き完了したのち、需給開始日より電気を供給します。この場合の需給開始日は、以下のとおりとします。需給開始後、当社が提供するインターネット上の情報提供サービス「マイページ」（以下「マイページ」といいます。）上に、すみやかに需給開始日を掲載します。
 - ① 他の小売電気事業者等または当社の他の契約種別の電気需給契約からの切り替えにより需給を開始する場合は、原則として、当社が所定の

手続きを完了した後に到来する電気の検針日とします。ただし、記録型計量器が設置されている場合はこの限りではありません。

② 引越し（転入）等の理由で、新たに電気の需給を開始する場合は、原則として、お客さまの希望する日とします。ただし、いずれの事業者とも契約関係がない状態で当該需要場所にて電気の使用を開始し、後に当社との電気需給契約が成立した場合には、その使用を開始した日とします。

(2) 当社は、一般送配電事業者に起因する事由その他のやむを得ない理由によって、あらかじめ定めた需給開始日に電気を供給できないことがあります。また、申し込みにあたり必要な事項について、お客さまから提供いただいた情報に、不足、不備、誤り、一般送配電事業者の所持する情報との不一致等がある場合、電気の供給を開始できないことがあります。

10 供給の単位

本小売電気事業者は、次の場合を除き、1 電気需給契約につき、1 供給電気方式、1 引込みおよび1 計量をもって電気を供給します。

- ① 共同引込線（複数の電気需給契約に対して1 引込みにより電気を供給するための引込線をいいます。）による引込みで電気を供給する場合
- ② その他技術上、経済上やむを得ない場合

III 電気料金メニュー等

11 電気料金メニュー

- (1) 電気料金メニューに関する詳細事項は、電気料金メニュー定義書にて定めます。
- (2) 電気料金メニュー定義書では、適用条件、供給電気方式、供給電圧および周波数、契約電力等を定めます。

12 付帯メニュー

- (1) 電気需給契約および電気料金メニューに付帯して提供する付帯メニューを設定する場合、その付帯メニューに関する詳細事項は、付帯メニュー定義書にて定めます。
- (2) 付帯メニュー定義書では、適用条件等を定めます。

13 オプションサービス

- (1) お客さまは、当社もしくは当社が委託するサービス提供会社がオプションサービスを提供する場合に、別途定める規約に従って利用いただけます。
- (2) オプションサービスの適用条件、適用期間等の内容については、その変更や中止等も含めて、当社ホームページ等でお知らせします。

IV 電気料金の計算および支払い

14 電気の検針

- (1) 電気の検針は、月ごとに一般送配電事業者が行います。
- (2) 月ごとの電気の検針日は、お客さまの属する区域に応じて一般送配電事業者が定めます。
- (3) 一般送配電事業者は、計量器の故障や非常変災等の特別の事情がある場合には、月ごとに電気の検針を行わないことがあります。この場合、電気の検針を行わない月については、一般送配電事業者があらかじめ定めた電気の検針日に電気の検針を行ったものとします。

15 電気の使用期間

当月の電気の使用期間は、前月の電気の計量日（一般送配電事業者があらかじめ当社に通知する電力量または最大需要電力等が記録型計量器に記録される日で、検針日以前の日をいいます。）から当月の電気の計量日の前日までの期間とし、この期間の使用電力量（以下「当月の使用電力量」といいます。）をもとに、電気料金を計算します。

ただし、電気の需給を開始した場合は、需給開始日から直後の電気の計量日の前日までの期間を、電気需給契約を解約した場合は、直前の電気の計量日から解約日の前日までの期間を電気の使用期間とします。

16 電気の計量

- (1) お客さまの使用電力量、最大需要電力等は、原則として、一般送配電事業者が取り付けした記録型計量器により計量し、その計量の結果は、計量日以降に当社に通知されます。
- (2) 電気の検針を行わなかった場合や計量器の故障等によって一般送配電事業者が使用電力量または最大需要電力等を正しく計量できなかった場合には、使用電力量または最大需要電力等は、原則、託送約款に定めるところにより、当社と一般送配電事業者間で定める値を採用します。
- (3) 当社は、(1) および (2) をもとに、電気料金メニューごとに必要な日区分、時間区分ごとの使用電力量の計算を行います。
- (4) 計量の結果は、当社所定の方法により、お客さまに通知します。

17 電気料金の計算

- (1) 電気料金は、基本料金、電力量料金および別表1（再生可能エネルギー発電促進賦課金）（3）によって計算された再生可能エネルギー発電促進賦課金の合計とします。
- (2) 当社は、電気料金の使用期間を「1か月」として電気料金を計算します。ただし、電気の需給を開始し、または電気需給契約を解約した場合で、需給開始日から最初の電気の計量日の前日まで、もしくは解約前の計量日から解約日の前日までの日数（以下「日割計算対象日数」といいます。）が30日を下回るときを除きます。
- (3) 電気料金は、選択した電気料金メニューを適用して計算します。
- (4) 電気料金メニューに加え、付帯メニューが適用される場合、その全てを反映して電気料金を計算します。

18 日割計算

- (1) 当社は、日割計算対象日数が30日を下回るときは、電気料金メニュー定義書にもとづき、以下のとおり1か月の電気料金を計算します。
 - ① 基本料金は、次の算式により日割計算をしたものに読み替えます。
選択した電気料金メニューに定める1か月の基本料金×（日割計算対象日数÷30）
 - ② 電力量料金および再生可能エネルギー発電促進賦課金は、日割計算の対象となる期間ごとの使用電力量により計算します。
- (2) 当社は、日割計算をする場合には、必要に応じてそのつど計量値の確認をします。

19 支払義務発生日

- (1) 1か月の電気料金についてお客さまと当社との間で具体的な債権債務が確定した日（以下「支払義務発生日」といいます。）は、当該1か月の電気の計量日以降で、当社にて請求が可能となった日以降の当社が指定する日とします。

ただし、お客さまが電気需給契約を解約した場合の、前回の電気の計量日から解約日までの電気料金の支払義務発生日は、解約日以降で、当社にて請求が可能となった日以降の当社が指定する日とします。
- (2) お客さまへのご請求は、当社にて請求が可能となった日もしくはその日以降すみやかに行います。

- (3) 当社は、料金その他の請求額をお客さまの「マイページ」に登録したことをもって、お客さまへのご請求を行ったものといたします。

20 支払期限日

- (1) お客さまの電気料金は、支払期限日までに支払っていただきます。
- (2) 支払期限日は、支払義務発生日の翌日から起算して30日目とします。
- (3) (2)の支払期限日が日曜日、銀行法第15条第1項に規定する政令で定める日および1月4日、5月1日、12月29日および12月30日（以下「当社が定める休日」といいます。）の場合には、その直後の当社が定める休日でない日を支払期限日とします。

21 電気料金等の支払方法および支払日

- (1) お客さまは、電気料金を毎月お支払いいただきます。お客さまの電気料金は、お客さまが当社の指定するクレジットカード会社（以下「クレジットカード会社」といいます。）との契約にもとづきクレジットカード会社に毎月継続して立替払いさせる方法によって、お支払いいただきます。ただし、当該支払いの費用はお客さまの負担といたします。
- (2) 電気料金は、クレジットカード会社から当社に対する立替払いがされた日に当社に対する支払いがなされたものとします。
- (3) 当社は、必要に応じて、クレジットカード会社に対してお客さまの信用確認を行います。
- (4) 当社は、前項の結果、信用確認が取れない場合、すみやかにお客さまにお知らせし、支払期限日までに、新たに信用確認の取れるクレジットカード払いの必要情報を当社に申し出ていただきます。
- (5) クレジットカード会社から当社への支払いがなされなかった電気料金は、原則として払込票による払込の方法によりお支払いいただきます。
- (6) 払込票による払込の方法で支払われる場合は、当社が作成した払込票により、または当社が指定した債権管理回収業に関する特別措置法に基づく債権回収会社（以下「債権回収会社」といいます。）所定の方法により、当社または債権回収会社が指定したコンビニエンスストア等にてお支払いいただきます。その場合、そのコンビニエンスストア等に払い込まれた日に当社に対する支払いがなされたものとします。なお、債権回収会社所定の方法により支払われる場合、所定の手数料をご負担いただく場合があります。
- (7) 当社は、お客さまにお支払いいただいた電気料金額に過不足があるこ

とが判明した場合、使用電力量および請求金額の訂正その他過不足が生じた事由の如何にかかわらず、その支払い過剰額または不足額を遅滞なくお客さまにお知らせし、原則お知らせした日の属する月の翌月以降に支払期限日が到来する電気料金と精算いたします。(精算時に当該電気料金の支払期限日が到来しているか否かを問いません。)

- (8) 工事費負担金その他については、そのつど、当社が指定した金融機関を通じた払込の方法によりお支払いいただきます。そのときの支払いに伴う費用は、お客さまの負担といたします。

22 電気料金の支払がない場合の取扱い

- (1) お客さまが支払期限日を経過してもなお電気料金を支払われない場合は、当社は、原則として、支払期限日の翌日から支払いの日までの期間に応じて延滞利息を申し受けます。ただし、次に該当する場合には延滞利息は申し受けません。

① 電気料金を支払期限日の翌日から起算して10日以内に支払われた場合

② 払込票に示された期限までに支払われた場合

- (2) 延滞利息は、その計算の対象となる電気料金から、消費税等相当額を差し引いた金額に一日あたり0.0274パーセントを乗じて計算して得た金額とします。なお、消費税等相当額は次の計算式により計算します。

電気料金に含まれる消費税等相当額

$$= \text{電気料金} \times \text{消費税率} \div (1 + \text{消費税率})$$

- (3) 延滞利息は、原則として、お客さまが延滞利息の計算の対象となる電気料金を支払われた直後に支払義務が発生する電気料金とあわせてお支払いいただきます。
- (4) 延滞利息の支払義務は、23(電気料金および延滞利息の支払順序)および32(当社からの電気需給契約の解約等)の適用にあたっては、(3)の規定にもとづきあわせて支払っていただく電気料金の支払義務発生日に発生したものとみなします。
- (5) 延滞利息の支払期限日は、(3)の規定にもとづきあわせて支払っていただく電気料金の支払期限日と同じとします。
- (6) 当社は、お客さまが電気料金を、支払期限日を経過してもなお支払わない場合、32(当社からの電気需給契約の解約等)にもとづき、電気需給

契約を解約することがあります。

23 電気料金および延滞利息等の支払い順序

電気料金および延滞利息等は、支払義務の発生した順序でお支払いいただきます。

V 電気の使用および供給

24 適正契約の保持

当社は、お客さまとの電気需給契約が電気の使用状態に比べて不相当と認められる場合には、お客さまにすみやかに契約を適正なものに変更していただきます。

25 違約金

お客さまが32（当社からの電気需給契約の解約等）（1）②ニからへのいずれかに該当し、そのために電気料金の全部または一部の支払いを免れた場合において、託送約款の定めにより一般送配電事業者から本小売電気事業者へ請求のあった金額を当社が請求された場合は、当該当社が請求された金額を違約金としてお客さまから申し受けます。

26 使用の制限もしくは中止

(1) 当社は、次の場合には、一般送配電事業者の都合等により、供給時間中にお客さまに電気の使用を制限し、もしくは中止していただくことがあります。

- ① 一般送配電事業者が維持および運用する供給設備に故障が生じ、または故障が生ずるおそれがある場合
- ② 一般送配電事業者が維持および運用する供給設備の点検、修繕、変更その他の工事上やむを得ない場合
- ③ 一般送配電事業者がその他電気の需給上または保安上必要があると判断した場合
- ④ 非常変災の場合

(2) 当社は、(1)によって、電気の供給を中止し、または電気の使用を制限し、もしくは中止した場合には、その期間中についても、原則として、供給がされていたものとみなして料金を算定いたします。

27 損害賠償の免責

(1) 26（使用の制限もしくは中止）によって電気の使用を制限し、もしくは中止した場合で、それが当社の責めとならない理由によるものであるときには、当社は、これによりお客さまの受けた損害について賠償の責め

を負いません。

- (2) 32 (当社からの電気需給契約の解約等) によって電気需給契約を解約した場合には、当社は、これによりお客さまの受けた損害について賠償の責めを負いません。
- (3) 漏電その他の事故が生じた場合で、それが当社の責めとならない理由によるものであるときには、当社は、これによりお客さまの受けた損害について賠償の責めを負いません。
- (4) あらかじめ定めた需給開始日に電気を供給できない場合、当社は、お客さまの受けた逸失利益、間接損害、不稼働損失、特別損害等の損害について賠償の責めを負いません。ただし、当社に故意または重大な過失がある場合はこの限りではありません。
- (5) 当社がお客さまの受けた損害について賠償の責めを負う場合であっても、当社が賠償する損害の範囲は、当社に故意または重過失がある場合を除き、逸失利益を除く通常かつ現実の損害に限るものといたします。

28 設備の賠償

お客さまが故意または過失によってその需要場所内の一般送配電事業者の電気工作物、電気機器その他の設備を損傷し、または亡失した場合において、一般送配電事業者から本小売電気事業者に請求のあった金額を当社が請求された場合は、当該当社が請求された金額を賠償金としてお客さまに負担していただきます。

VI 電気需給契約の変更および解約

29 他の電気料金メニューへの変更

- (1) お客様が、適用している電気料金メニューから他の電気料金メニューへの変更を申し込み、当社がそれを承諾した場合には、お客様は、電気料金メニューを変更することができます。
- (2) 他の電気料金メニューへの変更にともなう、当社からのお客様に対する供給条件の説明および書面交付および供給開始後の書面交付の取扱いは、4（本約款等の変更）（2）および（3）に準じます。

30 電気需給契約名義の変更

新たなお客様が、従前のお客様の電気需給契約に関するすべての権利義務を受け継ぎ、当社との電気需給契約の継続を希望する場合は、当社所定の方法により契約名義の変更をしていただきます。この場合、当社が書面による申出を必要とするときを除き、電磁的方法、電話等により申し出て頂きます。

31 お客様からの電気需給契約の解約

- (1) 引越し（転出）等の理由による電気需給契約の解約

お客様が、引越し等の理由により電気需給契約を解約しようとする場合は、その解約を希望する日（以下「解約希望日」といいます。）の10営業日前までに、当社所定の方法で当社に申し出ていただきます。当社は、お客様の申し出をもとに、一般送配電事業者に対して、解約希望日に電気需給契約を解約するために必要な手続きを行います。

当社は、以下の場合を除き、お客様が申し出た解約希望日を解約日とします。

- ① 当社がお客様の解約の申し出を、実際に使用を廃止した日以降に受けた場合は、原則としてその申し出を受け付けた日（当社が定める休日である場合には、その直後の当社が定める休日以外の日となります。）を解約日とします。
- ② 当社の責めとならない理由（災害等不可抗力による場合を除きます。）により電気需給契約を解約するために必要な措置ができない場合は、電気需給契約は解約するための措置が可能となった日を解約日とします。

(2) 他の小売電気事業者等への契約切り替えによる解約

お客さまが当社との電気需給契約を解約し、新たに他の小売電気事業者等から電気供給を受ける場合には、当該小売電気事業者等に対し契約の申し込みをしていただきます。当社は、当該小売電気事業者等からの依頼を受け、お客さまと当社との電気需給契約を解約するために必要な措置を行います。この場合、当社との電気需給契約は、当該小売電気事業者等からお客さまへの電気の供給が開始される日を解約日とします。

32 当社からの電気需給契約の解約等

(1) 当社は、次の場合には、電気需給契約を解約することがあります。その場合、原則として解約となる期日の15日前までに、その旨をお客さまにお知らせします。

① お客さまが次のいずれかに該当する場合

- イ 電気料金の全額を支払期限日を経過してなお支払わない場合
- ロ 当社との他の契約（既に消滅しているものを含みます。）における債務を期日までに履行しない場合
- ハ 本約款によって支払いを要することとなった電気料金以外の債務（延滞利息の全額や工事費負担金の全額等）を履行しない場合
- ニ お客さまから9（電気の需給開始）の需給開始に必要となる情報を提供いただけない等、需給開始に向けた手続きに支障がある場合

② お客さまが次のいずれかに該当し、一般送配電事業者から託送供給を停止された場合またはその恐れがある事実が判明した場合

- イ お客さまの責めとなる理由により、保安上の危険が生じた場合
- ロ 需要場所内の一般送配電事業者の電気工作物を故意に損傷し、または亡失して、一般送配電事業者に重大な損害を与えた場合
- ハ 一般送配電事業者に無断で一般送配電事業者の供給設備とお客さまの電気設備との接続を行った場合
- ニ 電気工作物の改変等によって不正に一般送配電事業者の電線路を使用、または電気を使用された場合
- ホ 契約負荷設備以外の負荷設備によって電気を使用したにもかかわらず、契約変更に応じない場合
- ヘ 電灯または小型機器をご使用のお客さま向けの電気料金メニューを契約せずに、電灯または小型機器を使用した場合
- ト 37（電気需給にともなうお客さまの協力）（1）に反して、一般送配電事業者の係員の立入りによる業務の実施を正当な理由なく拒

否した場合

チ 37（電気需給にともなうお客さまの協力）（2）によって必要となる措置を講じられない場合

③ お客さまが以下のいずれかに該当した場合

イ 仮差押え、仮処分、強制執行もしくは競売の申立てを受けた場合
ロ 破産、民事再生、特別清算、会社更生等の手続き開始の申立てがあった場合

ハ 支払停止の状態に陥った場合

ニ 手形不渡り処分または手形取引停止処分を受けた場合

ホ その他信用状態が悪化し、もしくはその恐れがあると認められる理由があるとき

ヘ お客さまが当社に対し通知した内容が事実とは異なることが判明したとき

ト 本約款等および託送約款、関連法令・条例・規則等に反した場合

④ 非常変災等の理由により、当社による電気の供給の継続が困難な場合

(2) 電気需給契約は、以下に定めるところにより、お客さまへ何らの通知を要することなく終了します。なお、本約款等において、本項に基づく電気需給契約の終了は解約に準じ、「終了日」を「解約日」として取り扱います。

① お客さまが 31（お客さまからの電気需給契約の解約）（1）による通知をせずに、その需要場所から移転し、電気を使用していないことが明らかだと当社が判断した場合。その場合の電気需給契約の終了日は、電気を使用されていないことが明らかになった後に、当社が電気需給契約を終了させる措置を完了した日とします。

② お客さまがその需要場所から移転し、電気を使用していないことが明らかだと一般送配電事業者が判断した場合。その場合の電気需給契約の終了日は、一般送配電事業者が供給を終了させるための処置を行った日とします。

(3) 当社は、電気の供給が不可能もしくは著しく困難な場合等には、原則としてあらかじめお客さまへ通知の上で、当社から電気需給契約を解約することがあります。

33 電気需給契約解約後の債権債務関係

電気需給契約中の電気料金その他の債権債務は、電気需給契約の解約に

よって消滅しません。なお、これには支払義務発生日の到来していないものも含まれます。

VII その他

34 需給地点および施設

- (1) 電気の需給地点（電気の需給が行われる地点をいいます。）は、原則として需要場所内の地点とし、一般送配電事業者の電線路または引込線とお客さまの電気設備との接続点とします。

なお、お客さまと一般送配電事業者との協議により別途定めた場合には、この限りではありません。

- (2) 需給地点に至るまでの供給設備は、一般送配電事業者の所有とし、お客さまが工事費負担金等一般送配電事業者を支払っていただく金額を除き、一般送配電事業者の負担で施設します。
- (3) 付帯設備（お客さまの土地または建物に施設される供給設備を支持し、または収納する工作物およびその供給設備の施設上必要なお客さまの建物に付合する設備をいいます。）は、原則として、お客さまの所有とし、お客さまの負担で施設していただきます。この場合には、一般送配電事業者が付帯設備を無償で使用できるものとします。

35 工事費負担金

- (1) お客さまが以下のいずれかに該当し、かつ、本小売電気事業者が一般送配電事業者からお客さまにかかる工事費等の費用負担を求められ、当社が本小売電気事業者から費用負担を求められた場合には、お客さまにはその費用を負担していただきます。なお、当該費用は、託送約款の定めに従い一般送配電事業者が計算するものとし、原則として工事着手前に負担いただきます。

- ① お客さまが新たに電気の使用を開始、電気料金メニューを変更または契約電力等を増加する場合
- ② お客さまが新たに電気の使用を開始、電気料金メニューを変更または契約電力等を増加するために、新たに特別の供給設備を施設する場合
- ③ 新たな電気の使用または契約電力等の増加にともなわないで、お客さまの希望によって供給設備を変更する場合
- ④ お客さまが、契約電力等を新たに設定し、または増加した日以降1年に満たないで電気の使用を廃止しようとし、または契約電力等を減少

しようとする場合

⑤ その他お客さまの都合にもとづく場合

- (2) お客さまが希望する場合または当社が必要とする場合は、工事費等に関する必要な事項について、原則として工事着手前に工事費等に関する契約書を作成します。
- (3) 工事完成後、工事着手前にお支払いいただいた工事費負担金と、実際の工事費負担金に差異があり、一般送配電事業者から本小売電気事業者が精算を求められ、本小売電気事業者から当社が精算を求められた場合には、お客さまにお支払いいただきます。

36 需給開始に至らないで電気需給契約を解約する場合等の費用の申し受け

供給設備の一部または全部を施設した後、お客さまの都合によって電気需給開始に至らないで電気需給契約を解約または変更する場合は、一般送配電事業者から当社が請求された費用をお客さまに負担いただきます。供給設備の工事が行われず、一般送配電事業者から測量監督等に要した費用を当社が請求されたときも、当該費用を負担いただきます。

37 電気需給にともなうお客さまの協力

(1) 立入業務への協力

一般送配電事業者は、当社が本約款による電気需給契約遂行上必要と認める場合、および一般送配電事業者が電気業務上必要と認める場合には、お客さまの承諾を得てお客さまの土地もしくは建物に立ち入ることがあります。この場合には、正当な理由がない限り、立ち入ることおよび業務を実施することを承諾していただきます。

なお、お客さまの求めに応じ、係員は所定の証明書を提示します。

(2) 電気の使用にともなう協力

- ① お客さまの電気使用により、次の原因等で第三者の電気の使用を妨害し、もしくは妨害するおそれがある場合、または一般送配電事業者の電気工作物に支障を及ぼし、もしくは支障を及ぼすおそれがある場合には、お客さまの負担で、必要な調整装置または保護装置を需要場所に施設していただきます。特に必要がある場合には、お客さまの負担で、一般送配電事業者が供給設備を変更し、または専用供給設備を施設します。

イ 負荷等の特性によって各相間の負荷が著しく平衡を欠く場合

- ロ 負荷等の特性によって電圧または周波数が著しく変動する場合
- ハ 負荷等の特性によって波形に著しいひずみを生ずる場合
- ニ 著しい高周波または高調波を発生する場合
- ホ その他イ、ロ、ハまたはニに準ずる場合

② お客さまが発電設備を一般送配電事業者の供給設備に電氣的に接続して使用される場合は、①に準じて取り扱います。なお、この場合の連系条件は、一般送配電事業者が定める系統連系に関する契約要綱等によります。

(3) 制限および中止への協力

当社が、26（使用の制限もしくは中止）によって、お客さまの電気の使用を制限もしくは中止する場合には、必要に応じてお客さまに協力をしていただきます。

(4) 必要な用地の提供の協力

電気の供給にともない一般送配電事業者が施設または所有する供給設備の工事および維持のために必要な用地の確保等について協力をしていただきます。

(5) 保安等に対する協力

① 次の場合には、お客さまからすみやかにその旨を一般送配電事業者へ通知していただきます。この場合には、一般送配電事業者は、ただちに適当な処置をします。

イ 引込線、計量器等その他お客さまの需要場所内の一般送配電事業者の電気工作物に異状もしくは故障があり、または異状もしくは故障が生ずるおそれがある場合

ロ お客さまの電気工作物に異状もしくは故障があり、または異状もしくは故障が生ずるおそれがあり、それが一般送配電事業者の供給設備に影響を及ぼすおそれがある場合

② お客さまが、一般送配電事業者の供給設備を使用しないことが明らかな場合で、一般送配電事業者が保安上必要と認めるときは、その期間について、一般送配電事業者は、①に準じて、適当な処置をします。

③ お客さまが、一般送配電事業者の供給設備に直接影響を及ぼすような物件の設置、変更または修繕工事をされる場合および物件の設置、変更または修繕工事をされた後、その物件が一般送配電事業者の供給設備に直接影響を及ぼすこととなった場合には、その内容を一般送配電事業者へ通知していただきます。この場合において、保安上特に必要が

あるときには、一般送配電事業者の求めに応じてその内容の変更をしていただきます。

- ④ 一般送配電事業者は、必要に応じて、電気の供給に先だち、受電電力をしゃ断する開閉器の操作方法等について、お客さまと協議を行います。

(6) 調査への協力

- ① お客さまが電気工作物の変更の工事を行った場合には、その工事が完成したとき、すみやかにその旨を一般送配電事業者または経済産業大臣の登録を受けた登録調査機関に通知していただきます。
- ② 一般送配電事業者がお客さまの電気工作物が技術基準に適合しているかどうかを調査するにあたり、必要があるときは、お客さまに電気工作物の配線図を提示していただきます。

38 消費税法等改正の場合の取扱い

消費税法および地方税法が改正された場合、当社は、当該改正後の消費税法および地方税法に則り電気料金等を計算の上、お客さまから申し受けます。この場合、消費税等相当額および消費税率も改正消費税法および改正地方税法によります。

39 専属的合意管轄裁判所

電気需給契約にかかわる訴訟については、東京簡易裁判所または東京地方裁判所を第一審の専属的合意管轄裁判所とします。

40 反社会勢力の排除

- (1) お客さまおよび当社は、電気需給契約成立時において、自己または自己の役員が、暴力団、暴力団員、暴力団準構成員、暴力団関係企業・団体、総会屋等その他これらに準ずる者（以下総称して「暴力団員等」といいます。）および以下の各号のいずれか一にも該当しないことを表明し、かつ将来にわたっても該当しないことを表明し、保証するものとします。ただし、ガスおよび電気の小売供給契約を除きます。

- ① 暴力団員等が経営を支配していると認められる関係を有すること
- ② 暴力団員等が経営に実質的に関与していると認められる関係を有すること
- ③ 自己、自社もしくは第三者の不正の利益を図る目的または第三者に損害を加える目的をもってする等、不当に暴力団員等を利用している

と認められる関係を有すること

④ 暴力団員等に対して資金等を提供し、または便宜を供与する等の関与をしていると認められる関係を有すること

⑤ 役員または経営に実質的に関与している者が暴力団員等と社会的に非難されるべき関係を有すること

(2) お客さまおよび当社は、自らまたは第三者を利用して、以下の各号のいずれか一にでも該当する行為を行わないことを表明し、保証します。

① 暴力的な要求行為

② 法的な責任を超えた不当な要求行為

③ 取引に関して、脅迫的な言動をし、または暴力を用いる行為

④ 風説を流布し、偽計を用いまたは威力を用いて相手方の信用を毀損し、または相手方の業務を妨害する行為

⑤ その他前各号に準ずる行為

(3) お客さまおよび当社は、相手方が(1)または(2)に違反した場合は、相手方の有する期限の利益を喪失させ、また、通知または催告等何らの手続を要しないで直ちに電気需給契約を解除することができ、当該解除により相手方が被った損害につき、一切の義務および責任を負いません。

付則

1 本約款の実施期日

本約款は、2023年9月1日から実施します。

2 一般送配電事業者

1（適用）（1）で定める一般送配電事業者は、東京電力パワーグリッド株式会社とします。

3 取次委託契約を締結する小売電気事業者

当社が取次委託契約を締結する小売電気事業者は、東京ガス株式会社とします。

4 電気需給契約上の地位の移転

(1) 当社が、取次委託契約の終了等の事由により、お客さまに対し電気を小売することができなくなる見込みがある場合、原則として、事前に当社のホームページにてお知らせします。

(2) (1)の場合、お客さまが他の小売電気事業者への契約切り替えを希望される場合を除き、当社は、お客さまへの電気供給を継続させる観点から、お客さまとの合意により、電気需給契約上の当社の地位を、本小売電気事業者または本小売電気事業者と取次委託契約を締結する他の事業者に対し、移転する手続を行います。ただし、この場合、本小売電気事業者または当該他の事業者の電気需給約款等が適用されるため、お客さまと当社との電気需給契約における需給条件は変更される場合があります。

5 記録型計量器以外の計量器で計量する場合の特別措置

(1) 30分ごとに計量することができない計量器（以下「記録型計量器以外の計量器」といいます。）で計量するときの供給条件については、次のとおりとします。

① 電気の使用期間

当月の電気の使用期間は、前月の電気の検針日から当月の電気の検針日の前日までの期間（ただし、電気の使用期間の始期以降当該電気の使用期間の終期までの間に記録型計量器による計量が可能となった場合は、当該電気の使用期間の翌月の電気の使用期間は、当月の電気

の検針日から翌月の電気の計量日の前日までの期間とし、当該電気の使用期間の翌々月以降の電気の使用期間は、本則によるものとし、以下「検針期間等」といいます。)とします。ただし、当社が電気の需給を開始し、または電気需給契約を解約した場合の電気の使用期間は、その需給開始日から直後の電気の検針日の前日までの期間または直前の電気の検針日から解約日の前日までの期間とします。

② 電気料金の計算

イ 当社は、電気料金の使用期間を「1か月」として電気料金を計算します。ただし、電気の需給を開始し、または電気需給契約を解約した場合で、需給開始日から最初の電気の検針日の前日まで、もしくは解約前の電気の検針日から解約日の前日までの日数(以下「日割計算対象検針日数」といいます。)が30日を下回るときを除きます。

ロ 当社は、日割計算対象検針日数が30日を下回るときは、電気料金メニューにもとづき、以下のとおり基本料金を日割計算します。

選択した電気料金メニューに定める1か月の基本料金×(日割計算対象検針日数÷30)

(2) 低圧で供給する場合で、記録型計量器以外の計量器で計量するときの使用電力量および契約電力等については、次のとおりとします。

① 移行期間における30分ごとの使用電力量

その1か月のうち記録型計量器以外の計量器で計量する期間(以下「移行期間」といいます。)における30分ごとの使用電力量は、移行期間において計量された使用電力量を移行期間における30分ごとの使用電力量として均等に配分してえられる値とします。ただし、移行期間の使用電力量を時間帯区分ごとに計量する場合は、移行期間において時間帯区分ごとに計量された使用電力量をそれぞれの時間帯区分の30分ごとの使用電力量として均等に配分して得られる値とします。

② 移行期間において電気料金メニューや契約電力等(以下「電気料金等」といいます。)の変更があった場合の30分ごとの使用電力量

電気料金等を変更したことにより、電気料金メニューで定める基本料金、電力量料金等に変更があったときは、移行期間における使用電力量を、電気料金等の変更のあった日の前後の期間の日数にそれぞれ契約電力等に乗じた値の比率により区分して計算します。

この場合、移行期間における電気料金等の変更のあった日の前後の接続供給電力量を、①に準じて、30分ごとの接続供給電力量として均等に配分します。

別表

1 再生可能エネルギー発電促進賦課金

(1) 再生可能エネルギー発電促進賦課金単価

再生可能エネルギー発電促進賦課金単価は、再生可能エネルギー特別措置法第36条第2項に定める納付金単価に相当する金額とし、再生可能エネルギー特別措置法第32条第2項の規定に基づき納付金単価を定める告示（以下「納付金単価を定める告示」といいます。）および回避可能費用単価等を定める告示により定めます。

なお、当社は、再生可能エネルギー発電促進賦課金単価について、本小売電気事業者のホームページの値を使用します。詳細は以下をご覧ください。

<https://home.tokyo-gas.co.jp/power/ryokin/shikumi/saiene.html>

(2) 再生可能エネルギー発電促進賦課金単価の適用

(1)に定める再生可能エネルギー発電促進賦課金単価は、当該再生可能エネルギー発電促進賦課金単価に係る納付金単価を定める告示がなされた年の4月の計量日から翌年の4月の計量日の前日までの期間に使用される電気に適用します。

(3) 再生可能エネルギー発電促進賦課金の計算

- ① 再生可能エネルギー発電促進賦課金は、その1月の使用電力量に(1)に定める再生可能エネルギー発電促進賦課金単価を適用して計算します。

なお、再生可能エネルギー発電促進賦課金の計算における合計金額の単位は、1円とし、その端数は、切り捨てます。

- ② お客さまの事業所が再生可能エネルギー特別措置法第37条第1項の規定により認定を受けた場合で、お客さまから当社にその旨を申し出ていただいたときの再生可能エネルギー発電促進賦課金は、お客さまからの申し出の直後の4月の計量日から翌年の4月の計量日（お客さまの事業所が再生可能エネルギー特別措置法第37条第5項または第6項の規定により認定を取り消された場合は、その直後の計量日とします。）の前日までの期間において、①にかかわらず、①によって再生可能エネルギー発電促進賦課金として計算された金額から、当該金

額に再生可能エネルギー特別措置法第37条第3項に規定する政令で定める割合として再生可能エネルギー電気の利用の促進に関する特別措置法施行令に定める割合を乗じてえた金額（以下「減免額」といいます。）を差し引いたものとします。

なお、減免額の単位は、1円とし、その端数は、切り捨てます。