

LOAD TERMS AND CONDITIONS (STANDARD)

Version: 1 May 2026

BACKGROUND

The purpose of these Load Terms and Conditions (Standard) is to enable you to establish your network connection point with Orion. They form part of your Connection Agreement.

1. DEFINITIONS

1.1 **Definitions:** Unless the context shows that a different meaning is clearly intended, in these Load Terms and Conditions (Standard):

“**Business Day**” means any day that is not:

- (a) a Saturday or Sunday;
- (b) a public holiday (as that term is defined in the Holidays Act 2003) in Christchurch; or
- (c) a day in the Christmas shutdown period (23 December to 4 January).

“**Confidential Information**” of a party means any information that is provided or made available by that party (the “**Disclosing Party**”) to the other party (the “**Recipient**”) under or in connection with the Connection Agreement that:

- (a) a reasonable person would consider to be confidential; and/or
- (b) the Disclosing Party identifies in writing at the time of transmission as being confidential, except that information shall not be Confidential Information if:
 - (c) that information is available to the public through no fault of the Recipient; or
 - (d) the Recipient already has that information when it first receives it from the Disclosing Party; or
- (e) a third party provides that information to the Recipient (unless the third party directly or indirectly received the information as a result of a confidential disclosure to the Recipient); or
- (f) the Recipient develops that information independently of the Disclosing Party’s information.

“**Connection Agent**” means a person or entity authorised by Orion to carry out inspections, tests, and livening of connections to the Orion network.

“**Connection Agreement**” means the agreement signed by you, which sets out the specific details and terms of your connection, which incorporate these Load Terms and Conditions (Standard) by reference.

“**Consents**” means all consents, licences, approvals, authorisations, statutory requirements, and permits that are reasonably required in relation to the Works and includes, where applicable, any archaeological or cultural requirements.

“**Customer Contribution**” means the amounts payable by the Customer to Orion as set out in the Connection Agreement.

“Easement” means any electrical easement (in gross) to be registered in favour of Orion in respect of the Works.

“Easement Agreement” means an agreement to grant an electrical easement (in gross) in favour of Orion in respect of the Works.

“End Date” means the later of the dates the Works are completed, the Installation is livened and Orion receives evidence of this, and the Easement is registered (if required), unless a party terminates the Connection Agreement early under clause 14, in which case, the End Date shall be adjusted accordingly.

“Extraordinary Event” means, in relation to a party, an event beyond the reasonable control of that party, which may include, for example:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, and pandemics;
- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war;
- (d) contamination by radioactivity or any hazardous substances; or
- (e) disruption to supply chains or logistics (including unavailability or delayed delivery of equipment), where not caused by the affected party’s own act or omission,

but does not include a strike or other labour unrest that affects only that party, an increase in prices, or other general change in economic conditions.

“Installation” means all electrical wiring and equipment located within the boundary of the Property.

“Property” refers to the property at the address set out in your Connection Agreement.

“SDP” means a service delivery partner that is approved by Orion to deliver the Works under a Work Order.

“Start Date” means the date for the Works to begin, as set out in clause 2.2.

“Works” means the work required to deliver a connection from the Installation at the Property to the Orion network (but does not include the Installation).

“Work Order” means the instructions accepted by an SDP for the delivery of the Works.

- 1.2 **Interpretation:** Unless the context requires otherwise, headings are not to be used in interpreting the Connection Agreement; a reference to a statute or the Electricity Industry Participation Code is to that statute or Electricity Industry Participation Code as amended or substituted from time to time; a reference to a document is to that document as amended or replaced from time to time; a reference to the singular includes the plural and vice versa; a reference to “includes” is a reference

to “includes without limitation” and different grammatical forms of “includes” will be interpreted in the same way; a reference to a party is to that party’s successors and assigns.

2. TIMEFRAMES

2.1 **Term:** These Load Terms and Conditions (Standard) apply from the date you sign your Connection Agreement and continue until the End Date.

2.2 **Works starting:** Unless otherwise agreed with you, Orion will begin the Works (**Start Date**) within 30 Business Days of the latest of:

- (a) the Connection Agreement being signed by the Customer;
- (b) the Customer Contribution being paid by the Customer;
- (c) the signed Easement Agreement being returned by the Customer;
- (d) all relevant Consents being obtained (including, where applicable, any archaeological or cultural requirements);
- (e) any required Work Order being accepted by an SDP; and
- (f) any required equipment being procured and delivered. If Orion reasonably determines that equipment procurement and delivery will cause significant delay, Orion will notify the Customer of the expected procurement and delivery timeframe as soon as reasonably practicable and, in that event, the parties may agree a revised Start Date. If no agreement is reached within 10 Business Days of Orion's notification, the Customer may terminate the Connection Agreement in accordance with clause 14.1(b)(v).

3. GENERAL ORION OBLIGATIONS

3.1 **The Works:** Orion will:

- (a) undertake the Works to the standards and quality required by law, including health and safety obligations, in accordance with Orion’s policies that apply to the Works, and in accordance with generally accepted good industry practice in New Zealand for the particular circumstance;
- (b) use commercially reasonable endeavours to undertake the Works in accordance with any timetable agreed by the parties and if no timetable is agreed, within a reasonable timeframe.

3.2 **Utility supply:** Orion may need to switch off the utility supply to the Property while undertaking the Works. Orion will use reasonable endeavours to minimise the number and duration of outages. Orion will not be liable for any interruption this may cause to you, so long as Orion is complying with clause 3.1.

3.3 **Consents:** Orion is responsible for obtaining the relevant Consents required by law to be held in Orion’s name for the performance of the Works.

4. CUSTOMER OBLIGATIONS

- 4.1 **Provision of information:** You must provide Orion with any information that Orion has reasonably requested in writing to enable the delivery of the Works.
- 4.2 **Third party interests:** You must ensure that there are no third party rights or interests over the Property which will or might reasonably be expected to have a material adverse effect on us undertaking the Works and/or any conveyance of electricity once the connection is livened.
- 4.3 **Customer cooperation:** You must provide Orion (and any SDP) with the assistance and access it reasonably requires to be able to perform the Works, and comply with the minimum safe distances set out under the New Zealand Electrical Code of Practice for Electrical Safe Distances 2001 (NZECP 34:2001).
- 4.4 **Legal cable route:** You must ensure that any Installation is laid over a legal cable route.
- 4.5 **Strategic lines:** If the Installation or Works are within 100 metres of a strategic line (typically 33kV and/or 66kV lines supported by a steel structure), your Connection Agreement will set out any requirement for an Earth Potential Rise (**EPR**) assessment and any potential mitigations, including the estimated costs that you will be responsible for paying.
- 4.6 **Consents:** The Customer is responsible for obtaining any relevant Consents required, which are not required to be held in Orion's name for the performance of the Works. The Customer must provide evidence of such Consents and must comply with any conditions. Orion may not be able to commence the Works without the required Consents.
- 4.7 **Easement requirements:** If the Connection Agreement identifies that an Easement is required, the Customer agrees to carry out the requirements set out in the Connection Agreement, including:
- (a) signing the Easement Agreement;
 - (b) procuring that the legal owner of the Property signs the Easement Agreement; and
 - (c) doing all things necessary to enable registration of the Easement.

5. OBLIGATIONS FOR BOTH PARTIES

- 5.1 **No surprises:** Each party must notify the other as soon as reasonably practicable of any actual or anticipated issues that could materially impact on the performance of its obligations under the Connection Agreement.
- 5.2 **Health and Safety:** Each party must comply with Health and Safety at Work Act 2015 (**HSWA**), including the duty to consult, cooperate and coordinate with the other party and each PCBU (as that term is defined in the HSWA) who has a duty in relation to the same matter under the Connection Agreement.
- 5.3 **Performance:** Each party must exercise reasonable care, skill and diligence in performing its obligations under the Connection Agreement and these Load Terms and Conditions (Standard).

6. SDPS AND WORK ORDERS

6.1 **Engaging an SDP:** Once the Customer has paid the Customer Contribution, Orion will engage an SDP.

6.2 **Work order acceptance:** Once the SDP has accepted the Work Order, subject to the other requirements set out in clause 2.2 being fulfilled, the Works will begin on the Start Date.

7. LIVENING

7.1 **Safety and Quality:** To allow us to comply with our safety and quality obligations for our electricity distribution network, prior to livening, you must ensure that the Installation complies with the following (see <https://www.oriongroup.co.nz/connections/network-connection-standard>):

- (a) the Orion Network Connection Standard;
- (b) the Electricity Act 1992 and associated codes of practice;
- (c) the Electricity (Hazards from Trees) Regulation 2003; and
- (d) the Electricity (Safety) Regulations 2010.

7.2 **Livening of equipment:** Before the connection is livened, the following must be completed:

- (a) any relevant Easement Agreement must be signed by all required parties; and
- (b) for the Installation, there must be a Certificate of Compliance (**COC**) issued by a registered electrician and a Record of Inspection (**ROI**) completed by a registered inspector.

The Connection Agent will then liven the connection to Orion's network, issue an Electrical Safety Certificate, and provide the relevant documentation to Orion.

7.3 **What happens if equipment is not livened:** If the connection is not livened within 12 months from the completion of the Works, due to the Customer's delay, Orion may take reasonable steps to recover the infrastructure and equipment enabling the connection to the Orion network.

8. PAYMENTS

8.1 **Customer Contribution:** The Customer must pay Orion the Customer Contribution specified in the Connection Agreement, at the time and in the manner set out in the Connection Agreement.

9. CONTRACT MANAGER

9.1 **Role of Contract Manager:** The Orion Contract Manager is responsible for managing the relationship between the parties and acting as a first point of contact for any issues that arise.

10. OWNERSHIP OF THE WORKS

10.1 **Ownership:** Unless otherwise agreed in writing with us, Orion will own all infrastructure and equipment as a result of the Works.

11. CONFIDENTIALITY AND PRIVACY

11.1 **Confidentiality undertaking:** Subject to clause 11.2, in relation to any Confidential Information received by or made available to a Recipient, the Recipient undertakes to the Disclosing Party that:

- (a) it will take all safeguards that are reasonable in the circumstances to receive and hold the relevant Confidential Information in confidence, and not disclose it to any person, for so long as it remains Confidential Information; and
- (b) it will put in place and maintain reasonable security measures to prevent any unauthorised person from using or accessing the Confidential Information in its possession or control.

11.2 **Permitted Disclosures:** A Recipient may disclose Confidential Information or personal information:

- (a) if required by law;
- (b) to the extent authorised by the Disclosing Party;
- (c) to its employees, professional advisers, auditors, service providers and independent contractors who have a specific need to have access to the Confidential Information in the course of their work for the Recipient and are legally obliged to the Recipient to keep it confidential; and
- (d) to the extent reasonably required for the Customer to receive the full contemplated benefit of the Works (for example, to the Connection Agent).

11.3 **Privacy:** Orion's Privacy Statement (<https://www.oriongroup.co.nz/privacy-statement>) applies to your Connection Agreement. You agree to be bound by this.

12. LIABILITY

12.1 **General:** Subject to clause 12.2 and 12.3, each party (the First Party) is liable to the other party for direct loss or damage caused by the First Party arising due to any breach by the First Party of the Connection Agreement, including these Load Terms and Conditions (Standard).

12.2 **Consequential loss exclusion:** Neither party shall be liable to the other for any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue, loss of use, loss of contract, loss of opportunity, or loss of goodwill.

12.3 **Liability cap:** The maximum liability of a party to the other party in connection with the Connection Agreement is limited to the amount of the Contributions paid by both parties.

12.4 **Mitigation:** Each party must take all reasonable steps to mitigate any loss, damage, cost or expense it may suffer or incur arising out of or in connection with the Connection Agreement.

12.5 **Heads of law:** The limitations and exceptions of liability set out in the Connection Agreement apply regardless of the legal basis on which any claim is made, including any cause of action in or claim under contract, tort (including negligence), statute, equity, or any cause of action.

12.6 **No limitations:** Notwithstanding any other provision in the Connection Agreement, nothing in this clause 12 will limit or exclude a party's liability to the extent such liability:

- (a) arises from or in connection with that party's fraud, wilful default or failure to pay for any reason; and/or
- (b) cannot lawfully be limited or excluded.

13. DISPUTE RESOLUTION

13.1 **Notification:** A party must notify the other as soon as reasonably practicable if it considers a matter under or in relation to your Connection Agreement, including these Load Terms and Conditions (Standard), is in dispute.

13.2 **Next steps:** Please see the "Dispute resolution" section of the Connection Pricing Methodology document on Orion's website (<https://www.oriongroup.co.nz/our-story/pricing>) for further information on Orion's approach to dispute resolution.

13.3 **Code rights:** You also have rights under the Electricity Industry Participation Code (**the Code**) in respect of disputes about connection pricing methodologies. If you are a participant under the Code, you may commence the default dispute resolution process in Schedule 6.3 of the Code at any time in respect of any dispute about the mandatory connection pricing methodologies (the Code, clause 6B.12). If you are not a participant under the Code, Orion is required to attempt to resolve any such dispute in good faith (the Code, clause 6B.13). You may report a breach or possible breach of the Code to the Electricity Authority under regulation 9 of the Electricity Industry (Enforcement) Regulations 2010 at any time, or make a complaint to Orion under regulation 5 of those Regulations at any time.

14. TERMINATION AND EXPIRY

14.1 **Termination by the Customer:** Without limiting clause 14.5, you may terminate your Connection Agreement:

- (a) at any time by giving 20 Business Days' notice to Orion, provided that there has been no Work Order issued and Works have not begun; or
- (b) by giving 10 Business Days' notice to Orion:
 - (i) if Orion becomes insolvent or ceases for any reason to continue in business; or
 - (ii) if Orion is unable to start the Works for a period of 30 Business Days or more after the Start Date due to an Extraordinary Event;
 - (iii) if Orion gives the Customer written notice under clause 2.2(f) and the parties do not agree a new Start Date within 10 Business Days, the Customer may issue to Orion a termination notice within a further 10 Business Days of the expiry of the period to agree a new Start Date;
 - (iv) if there are strategic lines and Orion gives the Customer written notice, in accordance with the Connection Agreement, of the costs associated with any required Earth Potential Rise assessment and reasonable mitigations, the Customer may issue to

Orion a termination notice within 10 Business Days of receiving Orion's notice if the Customer does not agree to pay the notified costs;

- (v) if Orion is in breach of any of its obligations under the Connection Agreement, including these Load Terms and Conditions (Standard), and the breach is not remedied within 10 Business Days of the Customer providing notice of the breach and reasonable mitigation required.

14.2 Termination by Orion: Without limiting clause 14.5, Orion may terminate the Connection Agreement or these Load Terms and Conditions (Standard), by giving 10 Business Days' notice to the Customer, if:

- (a) the Customer becomes insolvent or ceases for any reason to continue in business;
- (b) the Customer requests in writing that the Works be suspended by more than 3 months;
- (c) the Customer fails to make payment of any amount due under the Connection Agreement and the non-payment is not remedied within 10 Business Days of Orion providing notice of the non-payment;
- (d) if Orion is unable to start the Works for a period of 30 Business Days or more after the Start Date due to an Extraordinary Event;
- (e) the Customer is in breach of any of its obligations under the Connection Agreement or these Load Terms and Conditions (Standard) and the breach is not remedied within 10 Business Days of Orion providing notice of the breach and the reasonable mitigation required; or
- (f) the Customer provides information to Orion that it knows, or ought to know, is misleading or inaccurate in any material respect.

14.3 Effect on rights: The termination or expiry of the Connection Agreement or these Load Terms and Conditions (Standard) does not affect those rights of each party that:

- (a) accrued prior to the End Date; or
- (b) relate to any breach or failure to perform an obligation under the Connection Agreement that arose prior to the time of End Date.

14.4 Effect on obligations: Neither party shall have any obligations under the Connection Agreement or these Load Terms and Conditions (Standard) after the End Date other than:

- (a) obligations that arise as a result of the rights referred to in clause 14.3; and
- (b) obligations under the following clauses:
 - (i) clauses 11, 14.3, 14.4, 14.5, and any other clauses that, by their nature, are clearly intended to continue in force past the End Date

which shall continue in full force and effect.

14.5 Charges and Expenses paid in advance: If your Customer Contribution was paid in advance, to the extent this relates to Works that were not performed prior to the End Date, Orion must refund

the Customer Contribution minus any reasonable costs incurred by Orion as soon as reasonably practicable after the End Date.

15. EXTRAORDINARY EVENTS

15.1 **No breach if failure to perform:** Without limiting clause 15.3, neither party shall be liable to the other for any failure to perform its obligations under the Connection Agreement, including these Load Terms and Conditions (Standard), where the failure is due to an Extraordinary Event.

15.2 **Obligations of affected party:** A party that is unable to perform an obligation as a result of an Extraordinary Event must:

- (a) take reasonable steps to mitigate the effects of its non-performance on the other party; and
- (b) give notice to the other party as soon as reasonably practicable after it becomes aware that there is a material risk that it will not be able to perform an obligation, and the notice must include (to the extent known at the time) the following information:
 - (i) a description of the Extraordinary Event;
 - (ii) the extent of its inability to perform its obligations;
 - (iii) the estimated duration of that non-performance; and
 - (iv) the steps it intends to take in accordance with clause 15.2(a).

15.3 **Termination:** Where an Extraordinary Event occurs, either party may terminate the Connection Agreement because of that Extraordinary Event if it does so under clause 14.

16. AMENDED WORKS

16.1 **Amended Works:** The parties may agree to amend the Works under the Connection Agreement. The cost of the amended Works will be covered:

- (a) By Orion if the amendment is required by Orion; or
- (b) By the Customer if the amendment is requested by the Customer and accepted by Orion; or
- (c) As otherwise agreed between the parties.

17. GENERAL

17.1 **No transfer:** Neither party may assign or transfer its rights or obligations under the Connection Agreement or these Load Terms and Conditions (Standard) without the prior written consent of the other party (not to be unreasonably withheld).

17.2 **Incorporated documents:**

- (a) Documents that are incorporated by reference into the Connection Agreement or these Load Terms and Conditions (Standard) are those in force at the time the Connection Agreement is entered into.
- (b) Orion may:

- (i) make amendments to the incorporated documents that are neutral or beneficial to you at any time without notice; and
- (ii) make amendments to the incorporated documents that are detrimental to you provided that Orion gives you at least 30 days' notice of the change by publishing the amended incorporated document on Orion's website. If you do not agree with the change, you may terminate the Connection Agreement and clause 14.5 will apply to any Customer Contribution paid in advance.

17.3 **Notices:** Notices are to be delivered to the Contract Manager.

17.4 **Privity:** Unless expressly stated otherwise, no third party is entitled to enforce or take the benefit of the Connection Agreement.

17.5 **Governing law and jurisdiction:** The Connection Agreement and these Load Terms and Conditions (Standard) are governed by and shall be construed in accordance with New Zealand law and both parties submit to the jurisdiction of the New Zealand courts.