

MERIDIAN ENERGY LIMITED

NEW ZEALAND ALUMINIUM SMELTERS LIMITED

**REDUCTION LINE OFFLOADS / ONLOADS / REDUCED LOADS
SERVICES AGREEMENT**

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PARTIES

MERIDIAN ENERGY LIMITED ("Meridian")

NEW ZEALAND ALUMINIUM SMELTERS LIMITED ("NZAS")

INTRODUCTION

- A. Meridian is a generator and retailer of electricity in New Zealand.
- B. NZAS purchases electricity in order to produce aluminium at its Tiwai Point aluminium smelter.
- C. The parties entered into the reduction line offloads / onloads / reduced loads services agreement dated 30 November 2021 ("**Existing Agreement**") to provide the basis on which they would co-ordinate reduction line offloads / onloads / reduced loads by Meridian providing the Services and NZAS paying Meridian and otherwise performing its obligations under the Existing Agreement.
- D. With effect from the Effective Date, the Existing Agreement is amended and restated as set out in this agreement.

AGREEMENT

1. INTERPRETATION

- 1.1 **Definitions:** In this agreement unless the context otherwise requires:

"**Bill Rate**" means in respect of any rate of interest to be calculated pursuant to this agreement the mid or "FRA" rate for 90 day bank accepted bills (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page) at or about 10.45 am on the first Business Day of the period in respect of which such rate of interest is to be calculated, and thereafter at intervals of 90 days from that Business Day.

"**Business Day**" means any day other than a Saturday, Sunday, or a statutory public holiday in both Wellington and Southland.

"**Core Agreement**" means the electricity swap entered into on or about the date of this agreement by the parties comprised of a Master Agreement, Schedule and Confirmation entitled "Confirmation – Electricity Agreement (Core Agreement)".

"**Default Rate**" means the Bill Rate plus 2% per annum.

"**Dispute**" has the meaning in clause 11.1(a).

"**Effective Date**" occurs when the "Effective Date" as described in the Core Agreement occurs.

"**GST**" means goods and services tax chargeable, or to which a person may be liable, under the Goods and Services Tax Act 1985, and any penalties, additional tax or interest payable in respect of goods and services tax.

"**Representative**" means a representative of a party appointed pursuant to clause 6.

"**Services**" means the services described in Schedule 1.

"**Service Charges**" means the charges for the provision of Services set out in clause 4.1.

"**Term**" means the term of this agreement specified in clause 3.1.

"**Transpower**" means Transpower New Zealand Limited, acting in its capacity as the "system operator" under the Electricity Industry Act 2010.

1.2 **References:** In this agreement unless the context otherwise requires:

- (a) headings are to be ignored in construing this agreement;
- (b) the singular includes the plural and vice versa;
- (c) references to individuals include companies and other corporations and vice versa;
- (d) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of this agreement);
- (e) reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (f) reference to a party, person or entity includes:
 - (i) an individual, partnership, firm, company, body corporate., corporation, association, trust, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person or entity;
- (g) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (h) references to money are to New Zealand dollars;
- (i) reference to a section, clause, sub-clause, schedule or a party is a reference to that section, clause, sub-clause, schedule or party in this agreement unless stated otherwise.

2. PROVISION OF SERVICES

2.1 **Meridian's obligations:** Meridian shall throughout the Term provide the Services to NZAS.

2.2 **NZAS' obligations:** NZAS shall throughout the Term comply with its obligations in Schedule 1.

3. TERM

- 3.1 **Term:** This agreement commences on 1 January 2022 and shall, unless terminated earlier under clauses 10.1, 10.2 or 10.3, continue until 23.59 hours on 31 December 2044.

4. SERVICE CHARGES

- 4.1 **Charges:** NZAS shall pay to Meridian \$ [REDACTED] per month (prorated for part months) for Meridian providing the Services, adjusted in accordance with clause 4.3 of this agreement.
- 4.2 **GST:** The Service Charges do not include any GST. In addition to the Service Charges NZAS shall pay Meridian the amount of all GST chargeable on any taxable supply by Meridian under this agreement.
- 4.3 **CPI adjustments:** If the "Fixed Price" under, and as defined in, the Confirmation for the Core Agreement is increased in accordance with paragraphs 3.7 to 3.12 of the Confirmation for the Core Agreement, with effect from 1 January in each calendar year of the Term, the dollar amount specified in clause 4.1 of this agreement ("**Base Price**") shall be increased in accordance with the formula below:

$$aBP = BP + (BP \times CPI\ Escalator_y)$$

Where:

- aBP* = the adjusted Base Price to have effect from 1 January in the relevant calendar year
- BP* = the Base Price that has effect in the calendar year that immediately precedes the relevant calendar year
- "*CPI Escalator_y*" has the meaning given to it and is determined in accordance with paragraphs 3.7 to 3.12 of the Confirmation for the Core Agreement.

5. INVOICING AND PAYMENT

- 5.1 **Invoice:** Meridian shall, not later than the tenth day of each month, provide to NZAS an invoice for the Service Charges incurred in the preceding month. Each invoice shall be in the form of a tax invoice for GST purposes.
- 5.2 **Payment:** NZAS shall, subject to provision of the Services in accordance with this agreement, pay Meridian the Service Charges incurred in each month on the later of the 20th day of the following month and 10 days after receipt of an invoice for that month.
- 5.3 **Disputed invoices:** If NZAS in good faith disputes any invoice, NZAS shall, within ten Business Days after receipt of the invoice, give notice of that fact to Meridian. That notice shall state the basis of the dispute and give relevant supporting details. NZAS shall pay the undisputed portion of the invoice and may withhold payment of the portion disputed. If the parties do not resolve the dispute within 20 Business Days of the date of the notice, the dispute shall be determined in accordance with clause 11.

5.4 **Interest:** If upon resolution of a dispute of the nature referred to in clause 5.3 either party has to make a payment to the other, that party shall pay to the other interest on that payment for the period from the due date for payment of the invoice in question to the date of actual payment, calculated at the Bill Rate.

5.5 **Default interest:** Subject to clause 5.3, if a party defaults in the performance of any payment obligation, it shall pay interest (before as well as after judgment) on the overdue amount to the other party on demand for the period from (and including) the original due date for payment to (but excluding) the date of actual payment at the Default Rate, calculated and compounding daily.

6. RELATIONSHIP MANAGEMENT

6.1 **Appointment of Representatives:** Each party shall, within 10 Business Days after the date of this agreement, by notice to the other party appoint an employee of appropriate seniority and experience to be that party's representative for the purposes of this agreement. Each party may, by notice to the other, remove and replace a representative so appointed, but shall ensure that throughout the Term there is a Representative.

6.2 **Function:** The function of the Representatives is to liaise with each other for the purpose of overseeing the performance of the Services and to undertake any reviews required by this agreement.

7. CONFIDENTIALITY

7.1 **Confidentiality obligation:** Subject to clause 7.2, each party shall keep confidential, and make no disclosure of:

- (a) the contents of this agreement; and
- (b) all information obtained from the other party under this agreement or in the course of negotiations in respect of this agreement,

(together "**Information**").

7.2 **Exceptions:** Information may be disclosed by a party if:

- (a) disclosure is to Transpower or the Electricity Authority; or
- (b) disclosure is required by law, or necessary to comply with the listing rules of any recognised stock exchange; or
- (c) disclosure is necessary to obtain the benefits of, and fulfil obligations under, this agreement; or
- (d) that Information already is, or becomes, public knowledge other than as a result of a breach of clause 7.1 by that party; or
- (e) disclosure is made to a bona fide financier or potential financier of that party, or to a bona fide purchaser or potential purchaser of all or part of the business of, or the shares in, that party, so long as:
 - (i) that party has notified the other party of the proposed disclosure; and

- (ii) the person to which disclosure is to be made has entered into a confidentiality agreement in a form reasonably acceptable to the other party; or
- (f) disclosure is made to a lawyer or accountant for that party; or
- (g) disclosure is made with the written agreement of the parties.

7.3 **Prior notification and consultation:** If either party is required by clause 7.2(b) to make a disclosure or announcement, it shall, before doing so:

- (a) give to the other party the maximum notice reasonably practicable in the circumstances, specifying the requirement under which it is required to disclose Information, and the precise Information which it is required to disclose;
- (b) comply with all reasonable directions by the other party to contest or resist the requirement to disclose Information; and
- (c) consult in good faith with the other party with a view to agreeing upon the form and timing of the disclosure or announcement.

8. FORCE MAJEURE

8.1 **Excusable delay:** Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under this agreement if:

- (a) the failure or delay arises directly or indirectly from an event or circumstance beyond that party's reasonable control and not arising from the fault or insolvency of that party ("**Event**"); and
- (b) that party complies with clause 8.2.

8.2 **Notice:** A party which wishes to rely on clause 8.1 shall:

- (a) give the other party written notice as soon as possible, but within ten Business Days after becoming aware of the Event or likelihood of the Event, providing details of the nature, expected duration and effect of the Event, and keep the other party informed of any changes in the nature of the cause and of the cessation of the Event; and
- (b) use its reasonable endeavours to:
 - (i) mitigate the effects of the Event on that party's obligations under this agreement; and
 - (ii) perform that party's obligations under this agreement within the time specified by this agreement despite the Event.

No party shall, by virtue of this clause, be required against its will to settle any strike, lockout, work stoppage or other labour disturbance.

8.3 **Exceptions:** Clause 8.1 does not excuse a party from any obligation to make a payment when due under this agreement, other than by virtue of an Event physically or actually preventing the effecting of payment instructions or the payment process.

8.4 **Cancellation:** If a party is unable to comply with any obligation imposed on it under this agreement as a result of an Event for 20 consecutive Business Days either party may cancel this agreement by giving written notice to the other party. Cancellation of this agreement under this clause shall not prejudice the rights of either party against the other party in respect of any matter or thing occurring under this agreement prior to cancellation.

9. LIABILITY

9.1 **No liability:** Neither party shall have any liability (whether in contract, tort (including negligence) or otherwise) to the other in respect of or in connection with or arising out of any breach of this agreement.

9.2 **Liability to pay Service Charges:** Clause 9.1 does not limit NZAS' obligation to pay the Service Charges to Meridian.

10. TERMINATION

10.1 **Default:** If in respect of either party:

- (a) that party breaches, or fails to properly or promptly perform, any obligation of that party under this agreement and fails to remedy the breach or perform the obligation to the other party's reasonable satisfaction within 10 Business Days after receiving notice from the other party specifying the breach or failure and requiring remedy; or
- (b) that party ceases to carry on all or substantially all of its business or operations; or
- (c) that party:
 - (i) is, becomes, or is deemed to be, insolvent or bankrupt; or
 - (ii) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors generally; or
 - (iii) goes into receivership or has a receiver, trustee and manager (or either of them) (including a statutory manager) appointed in respect of all or any of its property; or
- (d) any resolution is passed, or any proceeding is commenced, for the dissolution of that party;

the other party may, by notice to that party, terminate this agreement.

10.2 **Termination by notice:** Either party may terminate this agreement by giving at least 3 months' notice to the other party.

10.3 **Termination of Core Agreement:** If the Core Agreement is terminated by either party before 23.59 hours on 31 December 2044 this agreement shall also terminate on the date the Core Agreement terminates.

10.4 **Effect of Termination:** Expiry or termination of this agreement:

- (a) is without prejudice to any other right, power or remedy under this agreement, at law, or otherwise, that either party has in respect of a default by the other party;

- (b) shall not terminate clauses 5, 7, 9 and 11, which shall continue in force notwithstanding expiry or termination.

11. DISPUTE RESOLUTION

11.1 **Amicable resolution:** Without limiting their rights to require an arbitration under this section 11, the parties:

- (a) acknowledge their desire that all questions, disputes or differences arising out of this agreement ("**Dispute**") be resolved amicably by bona fide discussion between the parties; and
- (b) accordingly agree that a Dispute will be referred in the first instance to a senior representative of each party, with ability and authority to bind that party, for resolution by mutual agreement.

11.2 **Initiation:** Either party may initiate the dispute resolution procedures in clause 11.1(b) by giving written notice to the other party, stating the subject matter and details of the Dispute. The party who initiates the resolution procedures must name its representative in the negotiations when giving written notice to the other party. The party receiving such written notice must then, within three Business Days of receipt of such notice, give written notice to the other party naming its representative in the negotiations. As soon as possible after both parties have been so advised of each other's representatives, the representatives must enter into negotiations to try to resolve the Dispute.

11.3 **Reference to arbitration:** If:

- (a) the Dispute is not resolved within five Business Days (or such longer period as may be agreed between the parties) of both parties being advised of each other's representatives under clause 11.2; or
- (b) the party receiving notice under clause 11.2 does not name a representative within three Business Days of receipt of the initiating party's notice,

then either party may refer the Dispute to arbitration in accordance with clause 11.4.

11.4 **Arbitration:** Where clause 11.3 applies, either party may submit the Dispute to arbitration in accordance with the Arbitration Act 1996 by giving the other party written notice stating that party's desire to have the matter referred to arbitration.

11.5 **Arbitrator:** The arbitration shall be by one arbitrator to be agreed upon by the parties or, in the event that a single arbitrator cannot be agreed within 10 Business Days of the giving of notice under clause 11.4, then an arbitrator for the Dispute shall be appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc, or his or her nominee, at the request of either party (or, if the President or nominee fails to make such an appointment within 10 Business Days, by the High Court).

11.6 **Place and determination:** The arbitration shall take place in Wellington. The final determination of the arbitrator will be binding on and confidential to the parties.

- 11.7 **Arbitration Act:** Clauses 2, 3, 5, 6 and 7 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this agreement and any party may appeal to the High Court on any question of law arising out of an award. All other clauses in the Second Schedule shall not apply.
- 11.8 **Continuation of performance:** While following the procedures in this section 11 to resolve the Dispute, neither party is relieved from its obligations under this agreement, except:
- (a) as provided in section 5 (invoicing and payment); and
 - (b) that any termination under section 10 (termination) is effective unless and until the parties agree or the arbitrator determines otherwise. For the avoidance of doubt this clause 11.8(b) shall not prevent a party from claiming any remedy for recovery of damage or loss suffered as a result of any wrongful termination.
- 11.9 **Interlocutory steps:** Nothing in section 9 (liability) or in this section 11 shall limit the right of a party to enforce the terms of this agreement by seeking relief by way of injunction and/or summary judgment.

12. ASSIGNMENT AND SUBCONTRACTING

- 12.1 **Assignment:** Neither party shall directly or indirectly assign, transfer or otherwise dispose of any of its rights or interests in, or any of its obligations or liabilities under, or in connection with, this agreement except with the prior consent of the other party, which consent shall not be unreasonably or arbitrarily withheld or delayed.
- 12.2 **Subcontracting:** Meridian may subcontract the performance of the Services or any other obligation of Meridian under this agreement, provided it has obtained the prior written consent of NZAS to such subcontracting, which consent shall not be unreasonably withheld or delayed.
- 12.3 **Transpower consent:** It is acknowledged that NZAS will need to obtain Transpower's consent to any assignment or subcontracting by Meridian, before NZAS can consent.

13. NOTICES

- 13.1 **Notice:** Every notice or other communication ("**Notice**") for the purposes of this agreement shall:
- (a) be in writing; and
 - (b) be delivered in accordance with clause 13.2.
- 13.2 **Method of service:** A Notice may be given by:
- (a) delivery to the physical address of the relevant party; or
 - (b) posting it by pre-paid post to the postal address of the relevant party; or
 - (c) sending it by email to the email address of the relevant party, so long as clause 13.4 is complied with.

13.3 **Time of receipt:** A Notice given in the manner:

- (a) specified in clause 13.2(a) is deemed received at the time of delivery;
- (b) specified in clause 13.2(b) is deemed received three Business Days after (but exclusive of) the date of posting;
- (c) specified in clause 13.2(c) is deemed (subject to clause 13.4) received:
 - (i) if sent between the hours of 9am and 5pm (local time) on a local working day, at the time of transmission; or
 - (ii) if subclause (i) does not apply, at 9am (local time) on the local working day most immediately after the time of sending.

For this purpose "local time" is the time in the place of receipt of the Notice, and a "local working day" is a normal working day in that place.

13.4 **Email notice:** A Notice given by email, is not deemed received unless (if receipt is disputed) the party giving Notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given Notice.

13.5 **Addresses:** For the purposes of this clause the address details of each party are:

- (a) the details set out below; or
- (b) such other details as any party may notify to the others by Notice given in accordance with this clause.

Meridian Energy Limited:

Attention: [REDACTED]

Physical address: 287, 293 Durham Street North, Christchurch Central City, Christchurch, 8013

Postal address: 287, 293 Durham Street North, Christchurch Central City, Christchurch, 8013

Email address: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

New Zealand Aluminium Smelters Limited:

Attention: [REDACTED]

Physical address: 1530 Tiwai Road, Tiwai Point, Invercargill 9877

Postal address: Private Bag 90110, Invercargill 9840

Email address: [REDACTED]
[REDACTED]

14. GENERAL

14.1 **Amendments:** No

- (a) amendment to this agreement;
- (b) agreement between the parties for the purpose of, or referred to in, this agreement;

(c) consent or approval for the purposes of, or referred to in, this agreement;

is effective unless it is in writing and signed (if subclauses (a) or (b) apply) by both parties or (if subclause (c) applies) the party required to give the consent or approval. It is acknowledged that NZAS will need to obtain Transpower's consent to any amendment, before NZAS can consent.

14.2 **Counterparts:** This agreement is deemed to be signed by a party if that party has signed or attached that party's signature to any of the following formats of this agreement:

- (a) an original; or
- (b) a photocopy; or
- (c) a PDF or email image copy;

and if each party has signed or attached that party's signature to any such format and delivered it in any such format to the other party, the executed formats shall together constitute a binding agreement between the parties.

14.3 **Entire agreement:** This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.

14.4 **Further assurance:** Each party shall make all applications, execute all documents and do or procure all other acts and things necessary to implement and to carry out its obligations under, and the intention of, this agreement.

14.5 **No partnership, joint venture:** Nothing in this agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. A party shall not have authority to act for, or to incur any obligation on behalf of the other party, except as expressly provided for in this agreement.

14.6 **No third party rights:** This agreement shall not and is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this agreement.

14.7 **Severance:** If any provision of this agreement is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.

14.8 **Waiver:** No failure or forbearance by a party to exercise, or delay in exercising, (in whole or in part) any right, power or remedy under, or in connection with, this agreement shall operate as a waiver of that right, power or remedy. A waiver of any breach of any provision of this agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.

14.9 **Governing law:** This agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this agreement.

14.10 **Core Agreement:** Nothing in this agreement affects the parties' rights or obligations under the Core Agreement.

SIGNATURES

MERIDIAN ENERGY LIMITED by:

Signature of authorised person

Name of authorised person

**NEW ZEALAND ALUMINIUM
SMELTERS LIMITED** by:

Signature of authorised person

Name of authorised person

SCHEDULE 1

DESCRIPTION OF SERVICES NZAS Reduction Line Offloads / Onloads /Reduced Loads

The Services relate only to transient reductions in load at the smelter. They are to be provided as a condition of Transpower's consent to NZAS making step changes in offtake that exceed the "maximum instantaneous demand change limit" set out in the Policy Statement Incorporated in Part 8 of the Electricity Industry Participant Code 2010.

1. Non-emergency reduction line offloads / onloads / reduced loads

If NZAS wishes to perform a reduction line offload / onload / reduced load, being one which does not exceed 230MW and which is not an emergency offload / onload / reduced load, it shall first inform Transpower by:

- (a) notifying Transpower of the reduction line offload / onload / reduced load at least two hours before the time at which it is planned to occur; and
- (b) confirming the occurrence of the reduction line offload / onload / reduced load approximately 15 minutes before the time at which it is planned to occur.

Provided that Transpower has given Meridian approval to vary from electronic dispatch or provided Meridian with a dispatch instruction to change generation to match a reduction line offload / onload / reduced load:

- (c) NZAS shall telephone Meridian before beginning the reduction line offload / onload / reduced load and both parties shall maintain constant communication so as to co-ordinate as fully as possible, until the reduction line offload / onload / reduced load is complete and generation and consumption is restored, unless clause 4 of this schedule applies; and
- (d) during the planned reduction line offload / onload / reduced load, Meridian shall adjust its generation at either Manapouri or Waitaki River to match the change in offtake at the smelter in order to maintain frequency and voltage within the range required under the Electricity Industry Participation Code 2010.

2. Emergency reduction line offloads / reduced loads

If NZAS needs to perform an emergency offload or reduced load at the smelter, being one which does not exceed 230MW, NZAS will activate the potline emergency button to notify Transpower.

Provided that Transpower has given Meridian approval to vary from electronic dispatch or provided Meridian with a dispatch instruction to decrease generation to match an emergency reduction line offload / reduced load:

- (a) NZAS shall telephone Meridian before beginning the emergency offload or, if that is not possible, then as soon as practicable thereafter, and both parties shall maintain constant communication so as to co-ordinate as fully as possible, until the emergency offload is complete and generation and consumption is restored, unless clause 4 of this schedule applies; and

- (b) during the emergency offload or reduced load, Meridian shall adjust its generation at either Manapouri or Waitaki River to match the change in offtake at the smelter in order to maintain frequency and voltage within the range required under the Electricity Industry Participation Code 2010.

3. Reduction line trips and external trip events

If a reduction line trips, whether due to a NZAS trip event or an external power system emergency, then both the tripping and restoration of load after the tripping will be managed in accordance with the Electricity Industry Participation Code 2010 and:

- (a) NZAS shall telephone Meridian as soon as practicable following occurrence of the event, and the parties shall maintain constant communication until generation and consumption are restored; and
- (b) if required by Transpower, and in accordance with Transpower's instructions, and provided Transpower first redispatches Meridian's assets as requested by Meridian in order for Meridian to make the necessary adjustments to its generation, Meridian shall adjust its generation at either Manapouri or Waitaki River to match the restoration of consumption at the smelter in order to maintain frequency and voltage within the range required under the Electricity Industry Participation Code 2010.

4. Extended event

In some cases, an offload or reduced load intended to be transient may continue for longer than planned. In this case, the NZAS and Meridian controller may agree to suspend constant communication while the load is steady. If this is the case, constant communication must be resumed prior to generation and consumption restoration.

5. Procedures

At the date of this agreement, each of Meridian, NZAS and Transpower has an internal procedure for managing NZAS' reduction line offloads / onloads. Promptly after entering into this agreement, Meridian and NZAS will each review their existing internal procedure and exchange their procedure with the other party with a view to refining and improving that procedure. Those procedures are not legally binding on either party.

6. Forecasts

NZAS is unable to provide forecasts of offloads / reduced loads, these being determined on the day and within a shift. However, NZAS shall endeavour to provide to Meridian, by 5pm every Tuesday, a forecast of the reduction cell cut-ins it expects to perform until the following Tuesday. Forecasts will be planned to a shift basis, and not a specific time of day, and are not binding on NZAS. The detail of such forecasts (with reduction line, quantity of Electricity and expected duration) will be notified to Meridian at least two hours before the event.

Meridian may, after receipt of a forecast, request that NZAS adjust the scheduled date of one or more reduction cell cut-ins. NZAS shall endeavour to accommodate Meridian's request but is not obliged to do so.

7. Rare situations

NZAS acknowledges that Meridian shall have no obligation to provide the Services outlined above in rare situations including communications or control failures, in which case Meridian will work closely with NZAS to resume providing the Services as soon as practicable.