

# General terms of agreement for the sale of electricity used in business activity or other similar activity

GENERAL TERMS OF AGREEMENT drawn up by Svensk Energi.

## 1 Introductory provisions

These general terms of agreement relate to the sale of electricity used in business activity or other similar activity. Other conditions apply to the sale of electricity to consumers.

1.2 These general terms of agreement apply until further notice.

The party that has drawn up these general terms of agreement may amend the terms. The electricity supplier has the right to implement such changes. When the electricity supplier implements such changes, the new terms may begin to apply no earlier than two months after the electricity supplier has notified the customer of the changes.

1.3 The following definitions apply in these general terms of agreement:

- designated electricity supplier: the electricity supplier that sells electricity to a customer that does not independently choose the electricity supplier. The designated electricity supplier is designated by the electricity grid operator.

- balance responsible party: the party that, in an agreement with the system responsible authority, has undertaken the financial responsibility for ensuring that the electricity system is being supplied with as much

electricity that is being withdrawn at the customer's outtake point.

- electricity supplier (electricity supplier according to the Electricity Act (1997: 857)): the company that a customer buys electricity from.

- electricity grid operator (network concessionaire according to the Electricity Act): the company that, with the support of network concession, connects and transmits electricity to the customer.

- network concession: permission to route, use and maintain electricity lines in the area where the customer's facility is located.

- standard estimate: the estimate of the amount of electricity transmitted and its distribution over time, calculated by an electricity grid operator, within a geographical area determined by an authority, in relation to customers with a fuse rating contact of at most 63 amperes and which is not hourly settled by special agreement.

- system responsible authority: the authority, the public utility Svenska kraftnät, hereafter Svenska kraftnät, that has the overall responsibility for ensuring the balance of the country's production and consumption of electricity.

- outtake point: according to the Electricity Act, the point where a customer, that has an agreement with an electricity grid operator, withdraws electricity for consumption.

1.4 According to the Personal Data Act (1998:204), the electricity supplier is responsible for the personal data processed under this point.

Personal data submitted to the electricity supplier will be processed in order to be able to fulfil agreements or obligations pursuant to law or other statutes.

Furthermore, the personal data may be used for market analyses, statistics and for evaluating and providing information about services and products. Personal data may also be processed for marketing purposes by both the electricity supplier and Group companies as well as by the partners of such companies.

A customer that opposes the processing of personal data for marketing purposes can notify the electricity supplier at any time in order to prevent such processing.

Personal information may be disclosed to and obtained from companies in the Group and partners for specified purposes. For updating personal data, data can also be obtained from public and private registers.

The customer has the right to request information, free of charge and once a year, detailing which information concerning them is registered and the purposes for which this data is being processed. The customer may also request a correction of incorrect information about the customer.

Requests for such information or correction must be signed in person and submitted to the electricity supplier.

## 2 Sale of electricity

### Sales commitment

2.1 The electricity supplier undertakes to sell electricity to the customer on the following terms.

2.2 If the electricity supplier or the customer so desires, written notification must be made or a written agreement signed regarding the sale.

The electricity supplier shall, in accordance with statutes, inform the customer regarding:

- each energy source's share of the average composition of energy sources used to produce the electricity that the electricity supplier sold during the preceding calendar year.

- the impact on the environment in the form of carbon dioxide emissions and the amount of nuclear fuel waste that the production of the sold electricity has caused.

2.3 The electricity supplier is responsible for ensuring that a balance responsible party is in place for the customer's outtake point.

According to the Electricity Act, the electricity supplier can only sell electricity at the outtake point if there is a balance responsible party for this.

If, at any stage, the electricity supplier is unable to ensure that there is a balance responsible party in place, the company shall immediately inform the customer and the electricity grid operator of this.

2.4 The electricity supplier must notify the electricity grid operator that it will start selling electricity at the customer's outtake point and specify the party that has undertaken the balance responsibility for this. In order for the sale to begin on the day the electricity supplier and the customer have agreed on, the notification must be submitted no later than 14 days before the sale commences.

### Customer's commitments

2.5 The customer is obliged to have the requisite agreement with the electricity grid operator for the transmission of electricity.

2.6 Unless otherwise stated in these terms and conditions, the customer shall pay for all electricity consumed at the outtake point. The obligation to pay also includes electricity that the customer has not been able to utilise due to faults in its facility, or for other reasons that are not due to the electricity grid operator or the electricity supplier.

Obstacles to the performance of the agreement

2.7 A party is not obliged to fulfil the agreement if the performance is made considerably more difficult as a result of obstacles beyond its control. Obstacles include war, authority decisions, extensive operational disruptions, disruptions in the public transport system or other circumstances not caused by a party that significantly affect the performance of the agreement and which the party could not have foreseen and the adverse impact of which the party could not have reasonably avoided.

Compensation for damage etc.

2.8 If a customer alleges that a change of electricity supplier has not been carried out correctly or in due time, the electricity supplier that has notified the switch is responsible for the matter being investigated, following consultation with the customer's electricity grid operator. The electricity supplier must also notify the customer of what has caused the error. Unless there are special reasons, information must be provided to the customer within one month from the time the customer has contacted the electricity supplier.

2.9 If the electricity supplier has not fulfilled its obligations in connection with the takeover or commencement of the electricity supply, and this is due to circumstances within the electricity supplier's control, the customer is entitled to compensation from the electricity supplier for the damage thereby incurred.

If the customer has proven it likely that it has incurred damage but the claim amount is less than SEK 300 per outtake point and incident, the customer shall still receive compensation of SEK 300. In order to receive compensation in a higher amount, the customer must prove the damage and its extent.

2.10 The customer is only entitled to compensation from the electricity supplier for damage if the damage is caused by negligence on the part of the electricity supplier.

2.11 The right to compensation does not include pure property damage or consequential damage in the event of personal injury or material damage.

2.12 The injured party shall take reasonable measures to limit its damage. If the party neglects to do so, the compensation can be reduced correspondingly.

3 Measurement, collection and reporting of actual values and invoicing

Measurement

3.1 The customer's consumption is registered by the electricity grid operator's meter or by a meter approved by the electricity grid operator. Regulations on measurement are contained in statutes and in the customer's agreement with the electricity grid operator.

Collection and reporting of actual values and invoicing

3.2 The collection and reporting of actual values shall take place in accordance with statutes or in the manner agreed by the parties.

3.3 Invoicing shall relate to the measured amount of transmitted electricity and shall be done at least every quarter.

However, if the actual values collected are missing or incorrect and this is due to circumstances beyond the control of the electricity supplier and the consequences of

this cannot reasonably be avoided or overcome by the supplier, invoicing may contain preliminary figures and be based on the estimated amount of electricity transmitted. The estimated amount of transmitted electricity must then be determined on the basis of the customer's previously recorded consumption and other circumstances such as changes reported by the customer that can be assumed to affect the amount of electricity transmitted.

When reconciling invoicing has been based on estimated values, the reconciliation following collection of actual values shall take into account the different prices that have been applied for the period covered by the reconciliation. If there are no special reasons for using another basis for calculation, the estimate must be performed as if the customer's consumption has followed the normal consumption pattern of the customer category.

If there are no special reasons to the contrary, the final invoice shall be based on actual values collected.

3.4 After consultation with the customer, the electricity provider must be given access to the measuring device available to the customer.

3.5 If the measuring device does not work or if it has registered a value other than that of the actual consumption, or if there has been an error when collecting measurement values, the electricity grid operator shall estimate the amount of electricity that has been transmitted following consultation with the customer and the electricity supplier. The estimate is to form the basis for the electricity supplier's invoicing.

Such an estimation must not relate to a period of time more than three years before the date when the error became known to both parties. If a party has obviously been aware of a circumstance as referred to in the first paragraph and has not notified the other party of this, the estimate may relate to a longer period.

If the consumption has been estimated in accordance with this point, the electricity supplier shall provide notification of this at the latest in connection with invoicing.

3.6 Estimated consumption according to point 3.5 shall be determined on the basis of the customer's previously recorded consumption at the outtake point and other circumstances that may have affected consumption.

3.7 If the estimated consumption in any of the above cases has been based on incorrect assumptions, the incorrectly invoiced amount shall be adjusted. The adjustment shall normally be made on the following invoice.

#### 4 Payment and collateral

4.1 The customer's payment must be received by the electricity supplier at the latest by the due date stated on the electricity supplier's invoice, which falls no earlier than 15 days after the electricity supplier has sent the invoice, unless otherwise agreed in writing.

4.2 If payment is not made on time, the electricity supplier, unless otherwise agreed in writing, is entitled to demand that the customer, in addition to the invoice amount, pay interest according to the Interest Act (1975:635) from the due date stated in the invoice, and compensation for the costs associated with the delay. This also includes costs for written payment reminders and costs for enforcement of payment or other obligations.

4.3 If the electricity supplier has reasonable cause to fear that the customer will not fulfil its payment obligations, the electricity supplier has the right to request acceptable collateral for continued sales.

If the electricity supplier has the right to request collateral as per the first paragraph, the electricity supplier also has the right to demand monthly invoicing.

Collateral must not exceed larger amounts than the equivalent of six months' estimated fees for the delivery.

If the customer has fulfilled its payment obligations in due time for a period of one year from the time the collateral was provided, the collateral is to be returned.

If the customer has provided collateral under this point, deposited funds shall be deposited in an interest-bearing account, separate from the electricity supplier's own assets.

## 5 Breach of contract

5.1 If the customer neglects to pay overdue fees or provide collateral, and if such negligence is not considered minor, the electricity supplier is entitled to shut down the customer's supply. The electricity supplier also has the right to cancel the delivery if the customer is guilty of other material negligence according to these terms and conditions and what has otherwise been agreed upon.

5.2 Before the electricity supplier takes action under the provisions of point 5.1, the customer must be given the opportunity to rectify the situation.

If the negligence concerns payment, the customer must be given reasonable time, at least 15 days from the reminder, to pay before disconnection can take place.

5.3 The supply is shut down through the electricity grid operator disconnecting the customer's facility from the network at the request of the electricity supplier.

5.4 Disconnection must not take place with regard to elements of a claim that are subject to dispute.

5.5 When the electricity supplier has the right to shut down the electricity supply according to points 5.1-5.2, the company is also entitled to terminate the agreement. If the electricity supplier terminates the agreement, it shall

immediately inform the electricity grid operator.

5.6 If the electricity supplier neglects its obligations and the negligence entails a material breach of contract, the customer is entitled to terminate the agreement. Before termination can take place, however, the electricity supplier must be given the opportunity to rectify the situation within a reasonable time.

If the customer terminates the agreement, the electricity supplier shall immediately inform the electricity grid operator of this.

5.7 If the customer has entered into a fixed-term agreement and prematurely breaks this agreement by entering into a new agreement with another electricity supplier, the customer shall compensate the former electricity supplier. This compensation may not exceed what the company can prove has been lost during the remaining term of the agreement.

## 6 Delivery obligation, validity, changes and additions

6.1 Unless otherwise agreed, the agreement will be terminated no later than 14 days after written notice of termination.

For the electricity supplier, delivery obligation applies to the customer's outtake point according to the Electricity Act. The delivery obligation ceases if the customer stops withdrawing electricity at the outtake point, if some other electricity supplier starts supplying electricity to the customer at the outtake point, or if the customer is guilty of such breach of contract that gives the electricity supplier the right to request that the electricity supply be shut down on the basis of the provisions in the Electricity Act.

If the electricity supplier and the customer have entered into a fixed-term agreement for the supply of electricity, the electricity supplier shall, at the earliest 90 days and no later than 60 days prior to the expiry of the agreement,

notify the customer of the date of the termination of the agreement and the consequences thereof.

6.2 Unless otherwise agreed, the electricity supplier may change its prices. In the event of such price changes, the electricity supplier shall notify the customer of these changes. Such notification shall be made at least 15 days before the change enters into force, either through a special notification to the customer or through advertising in the daily press and information on the electricity supplier's website. Daily press refers to the daily newspaper that has the largest circulation in the municipality where the delivery takes place.

The following invoice shall state when a price change has taken place and its size.

6.3 In the event of a price change, the new price is applied on the basis of either the collected actual value, whether the collection takes place within a reasonable time from the date of the change, or on a reasonably estimated meter reading.