

# **Skellefteå Kraft AB's (Skellefteå Kraft) terms of agreement for the purchase of micro-production from private individuals (producers)**

Applies from 10/01/2019.

## **1. Scope of the agreement**

1.1 The agreement between Skellefteå Kraft and the Seller consists of the following parts, where applicable, which in the case of mutual contradictions are to apply in the following order; 1) agreement/order confirmation (electronically or via paper), Skellefteå Kraft's specific terms of agreement for the purchase of micro-production from private individuals, 2) General terms of agreement for the sale of electricity to consumers (EL 2012 K rev. 2) prepared by the trade association Swedenergy by agreement with the Swedish Consumer Agency (these parts are jointly referred to as "the Agreement").

1.2 The Agreement relates to Skellefteå Kraft's purchase of surplus electricity production from renewable energy sources such as sun, wind or water (surplus production) from private individuals that have installed an electric power plant primarily for their own use (Seller). The Agreement only applies to electric power plants that are connected to the electricity grid and are covered by a subscription for both the input and output of electricity with a main fuse of max. 63 A and which have an input feed of no more than 43.5 kW. The Agreement only applies to a Seller whose annual surplus production is less than the

Seller's annual electricity consumption at the same plant address.

1.3 The Agreement also includes Skellefteå Kraft's commitment to act as balance responsible party for the Seller's electric power plant.

## **2. Conclusion and validity of the agreement**

The Agreement is binding for both parties from the date that Skellefteå Kraft has confirmed the Agreement, which is done through the Seller being sent an agreement confirmation (electronically or via paper). The Agreement is valid until further notice and may be terminated by both parties with one month's notice. Skellefteå Kraft's purchase of surplus production under the Agreement normally commences from the date agreed upon by the Parties, however, on condition that the Seller has provided complete and correct information.

## **3. Seller's commitments**

The Seller undertakes to sell and deliver to Skellefteå Kraft AB its entire surplus production which is fed in from the Seller's infeed point. The Seller agrees that during the period of validity of the Agreement it will hold a valid electricity supply contract with Skellefteå Kraft regarding the entire consumption requirement, in

addition to own production, of electricity at the plant address from which the surplus production is supplied. The Seller undertakes to sign a separate input agreement with the electricity grid operator to whose electricity grid the Seller is connected. The Seller is responsible for all costs related to this.

#### **4. Skellefteå Kraft AB's commitments**

Skellefteå Kraft AB undertakes to buy and receive the Seller's entire surplus production which is fed in from the Seller's infeed point. Skellefteå Kraft is responsible for notifying the Seller's electricity grid operator that Skellefteå Kraft will start buying and receiving the Seller's surplus production in the Seller's infeed point, and that Skellefteå Kraft has undertaken the balance responsibility for this.

#### **5. Information regarding the processing of personal data**

5.1 Personal data submitted to Skellefteå Kraft will always be processed in accordance with applicable laws, which as of 25 May 2018 include the EU's General Data Protection Regulation 2016/679, GDPR. The data that Skellefteå Kraft processes includes; name, personal identity number, address information, e-mail address, telephone number, facility ID, area ID, electricity consumption, electricity production, bank account number, telephone recordings and credit information.

5.2 In the case of questions about the processing of personal data, the customer can always contact Skellefteå Kraft's Data Protection Officer via e-mail at [dataskyddsbud@skekraft.se](mailto:dataskyddsbud@skekraft.se) or by telephone at +46 (0)910-77 25 50.

5.3 Skellefteå Kraft processes the personal data needed to implement measures before the agreement is entered into, such as obtaining credit information, and for fulfilling the agreement, supplying electricity, invoicing, and providing information on the agreement. The personal data is also processed by Skellefteå Kraft to fulfil the obligations under the law.

Personal identity numbers are processed to ensure a secure identification process.

5.4 Skellefteå Kraft may use the personal data in market analyses, for marketing purposes, statistics and staff training, and for evaluating and informing about products and services. These purposes for processing personal data are based on Skellefteå Kraft's legitimate interest in developing its business and enabling a better customer offering, and the customer's interest in benefiting from such.

5.5 Personal data may, for specified purposes, be disclosed to companies in the Skellefteå Kraft Group. Personal data can also be disclosed to Skellefteå Kraft's contractors and subcontractors [in Sweden/within the EU/within the EEA area] that in such cases process personal data on behalf of Skellefteå Kraft. Categories of recipients are credit bureaus (obtaining credit information), debt collection agencies (debt recovery cases), IT providers. Personal data may also be disclosed to authorities and others if this is necessary in order to comply with laws or to safeguard Skellefteå Kraft's legal interests.

5.6 Personal data may, for specified purposes, be obtained from companies in the Skellefteå Kraft Group. Information that can be obtained from sources other than the customer includes credit information. For updating personal data, information can be obtained from public registers, such as the national personal address register Statens personadressregister (SPAR).

5.7 Personal data is stored by Skellefteå Kraft until the agreement with the customer is terminated and for a period thereafter, at most twelve (12) months, or until no other obligations under the law require its storage, depending on which period lasts the longest. Storage can also take place for a longer duration as required to safeguard Skellefteå Kraft's legal interests. Credit information is only stored for the time needed to verify the customer's ability to pay, at most three (3) months. When personal data no longer needs to be preserved, the information is anonymised or deleted.

5.8 The customer has the right to, upon request, receive information detailing which information

concerning them is registered and the purposes for which this data is being processed, the recipients or categories of recipient to which the information has been or will be disclosed, and, where applicable, where it is obtained. The customer is also entitled to receive a copy of the information that is registered free of charge. For any additional copies, a fee can be charged based on the administrative costs to produce them. Under certain conditions, the customer has the right to request that such personal data that the customer has provided to Skellefteå Kraft be transferred to another party. The customer can also request a correction of incorrect information or supplementation of information. The customer is also entitled to request that information be deleted under certain conditions.

5.9 If the customer opposes their personal data being used for any of the following: market analyses, statistics, staff training or for evaluating and informing about products and services, the customer can at any time, in order to prevent such processing, notify Skellefteå Kraft of their objection, provided there are no legitimate interests for Skellefteå Kraft or another party in continuing with such processing.

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

5.11 In connection with a request for rectification, deletion or restriction of the purposes for processing data, the customer is also entitled to require that the processing of personal data be limited during the time that Skellefteå Kraft investigates such a request.

5.12 If the customer requests limitation, rectification, deletion or restriction of the purposes for processing data, Skellefteå Kraft will, before such a request is met, inform the customer of the consequences of such, which may also entail that the agreement between the customer and Skellefteå Kraft can no longer be maintained.

5.13 If the customer considers Skellefteå Kraft's processing of personal data not to be in accordance with the law, a complaint can always

be submitted to the Swedish Data Protection Authority:

Telephone nr: +46 (0) 8-657 61 00

E-mail: [datainspektionen@datainspektionen.se](mailto:datainspektionen@datainspektionen.se)

Fax: +46 (0) 8-652 86 52

Postal address: Datainspektionen, Box 8114, 104 20 Stockholm

## **6. Measurement of the Seller's input and compensation**

Measurement of Seller's input of surplus production shall be done through hourly measurement and is carried out and reported by the electricity grid operator to which the Seller is connected. Skellefteå Kraft only compensates the Seller for the input that the electricity grid operator has reported to Skellefteå Kraft. Skellefteå Kraft pays compensation to the Seller per kWh of input as stated in the agreement confirmation.

## **7. Taxes and fees**

The Seller is responsible for paying any taxes or fees that can be attributed to the sale of the surplus production. The Seller is obliged to register with the Swedish Tax Agency for VAT payment if its taxable turnover exceeds SEK 30,000 during the tax year. If the Seller is registered for VAT, the Seller must inform Skellefteå Kraft of the VAT registration number.

## **8. Invoicing and payment terms**

Skellefteå Kraft's purchase of surplus production under the Agreement will be self-invoiced. If the Seller is registered for VAT, Skellefteå Kraft will arrange self-invoicing of the excess production with VAT. If the Seller has not notified Skellefteå Kraft about VAT registration, the self-invoicing will not include VAT. If the Seller ceases to be registered for VAT, the Seller is obliged to notify Skellefteå Kraft of this so that the self-invoicing will be correct.

## **9. Transfer of agreement**

Skellefteå Kraft has the right, on unchanged terms, to fully or partly transfer rights and

obligations under the Agreement to another party. The Seller has the right to transfer rights and obligations under the Agreement following written approval from Skellefteå Kraft.

## **10. Amendment of terms**

Skellefteå Kraft has the right to adjust the compensation paid to the Seller in accordance with point 6 and to amend these terms of agreement, provided that the Seller is notified of the changes at least two months in advance.

## **11. Force majeure**

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 or other circumstances of an exceptional nature 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.

## **12 Early termination etc.**

The Agreement is based on the information provided by the Seller in writing or otherwise submitted to Skellefteå Kraft. In the event that the Seller has provided incorrect information in connection with the conclusion of the Agreement, or in the event that circumstances change without prior notice to Skellefteå Kraft and entails an infringement of the Agreement, Skellefteå Kraft is entitled to terminate the Agreement with immediate effect and to demand compensation from the Seller for all financial damage incurred by Skellefteå Kraft because of this. This applies even if the Seller is unaware of the circumstances that give rise to the breach of the Agreement.