

## Specific terms of agreement for the sale of electricity to consumers

These terms of agreement relate to the sale of electricity and apply between Skellefteå Kraft AB

(“Skellefteå Kraft”) and the person (“Customer”) specified in the agreement confirmation.

The terms of agreement are valid from 20/12/2018.

### 1 General terms and conditions

1.1 The agreement between Skellefteå Kraft and the Customer consists of, where applicable, the following parts which in the case of mutual contradictions are to apply in the following order;

1) Order/Agreement Confirmation (electronically or via paper),  
2) Skellefteå Kraft’s specific terms of agreement,  
3) Specific terms and conditions for the sale of electricity from a designated electricity supplier to consumers (rev. 2) drawn up by the trade association Swedenergy according to agreement with the Swedish Consumer Agency and

4) General terms of agreement for the sale of electricity to consumers (EL 2012 K rev. 2) drawn up by the trade association Swedenergy according to agreement with the Swedish Consumer Agency (these parts are jointly referred to as “the Agreement”). The terms and conditions prepared by Swedenergy are available at [www.skekraft.se](http://www.skekraft.se) or can be ordered from Skellefteå Kraft’s customer service.

1.2 Any changes or additions by the Customer to the pre-printed text of the Agreement must be approved by

Skellefteå Kraft in writing by e-mail or letter in order to be valid.

1.3 The Agreement is binding for both parties from the date that Skellefteå Kraft has confirmed the Agreement, which is done through the Customer being sent an agreement confirmation (electronically or via paper).

1.4 A customary credit rating may be carried out by Skellefteå Kraft before the conclusion of the Agreement. If the Customer is not approved according to Skellefteå Kraft’s current credit policy, Skellefteå Kraft reserves the right not to enter into agreement with the Customer.

1.5 If the Agreement is concluded remotely, the Customer has right of withdrawal in accordance with the Act (2005:59) On Distance Contracts And Off-Premises Contracts. In that case, information about the right of withdrawal is provided to the Customer before the Agreement is concluded. Information regarding the Customer’s rights as a consumer and the handling of complaints and disputes is available on Skellefteå Kraft’s website [www.skekraft.se](http://www.skekraft.se).

1.6 The supply of electricity commences in accordance with the agreed start date in the Agreement,



provided that the Customer provided complete and correct information that has been approved by the electricity grid operator upon Skellefteå Kraft's delivery notification. In the event that the Agreement's start date falls on a date other than the first of the calendar month, the contract period is extended until the last calendar day of the last calendar month of the Agreement. The Customer is not entitled to request compensation for late delivery commencement when this is due to incomplete or incorrect information on the part of the Customer.

1.7 If the Customer, when the supply of electricity commences, already has an electricity contract with another electricity supplier, Skellefteå Kraft is responsible for informing the electricity grid operator about the change in supplier. The Customer is liable to the other electricity supplier for any costs incurred as a result of early termination. Skellefteå Kraft does not agree to pay any redemption fee if the Customer prematurely terminates an existing electricity contract.

1.8 If the contract period expires or the Agreement is terminated, without the Customer changing electricity supplier, the conditions for Skellefteå Kraft's product Variable Electricity Price [Rörligt elpris] shall be applied for continued electricity supply, unless otherwise agreed. Designated customers that have been assigned Skellefteå Kraft as an electricity supplier pursuant to Chapter 8 of the Electricity Act (1997:857) shall automatically be allocated the product Variable Electricity Price in a non- fixed-term contract.

1.9 Skellefteå Kraft has the right, on unchanged terms, to fully or partly transfer rights and obligations under the Agreement to another party. The

Customer has the right to transfer rights and obligations under the Agreement following written approval from Skellefteå Kraft.

1.10 The Agreement is based on the information provided by the Customer in writing or otherwise submitted to Skellefteå Kraft. In the event that the Customer has provided incorrect information in connection with the conclusion of the Agreement, or in the event that circumstances change during the contract period 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 Customer for all financial damage incurred by Skellefteå Kraft because of this. This applies even if the Customer is unaware of the circumstances that give rise to the breach of the Agreement.

## **2 Invoicing**

2.1 Invoicing is done monthly in arrears and the Customer's payment must be received by Skellefteå Kraft no later than the due date. In the event of late payment, Skellefteå Kraft has the right to invoice penalty interest according to the Interest Act (1975:635) as well as a statutory reminder fee and, where applicable, a collection fee. In the absence of actual values reported by the electricity grid operator, Skellefteå Kraft has the right to invoice the customer using estimated consumption values based on previous consumption.

## **3 Taxes and fees**

3.1 In the price for the products Fixed Electricity Price [Fast elpris] and Variable Electricity Price [Rörligt elpris], there are additional costs for VAT, taxes and other fees applicable at the time. In



the product Variable Electricity Price, there are additional costs for electricity certificates applicable at the time. If these costs are changed during the current contract period, for example, by the Swedish state, Svenska kraftnät or the Nordic electricity exchange Nord Pool, Skellefteå Kraft has the right to adjust these costs on an ongoing basis and thus the price accordingly.

#### **4 Moving**

4.1 In the event of the Customer's definite move from the outtake point, the Agreement ceases to apply and the Customer is not billed for any expense for the early redemption. However, obligations arising within the framework of the Agreement must always be fulfilled. At the request of Skellefteå Kraft, the Customer must prove that a definite move has taken place.

4.2 The Customer has the right to move the Agreement to a new delivery address provided that Skellefteå Kraft approves the move in writing by e-mail or letter. The Customer is encouraged to contact Skellefteå Kraft's customer service well in advance of the Customer's change of delivery address.

#### **5 Communication**

5.1 Communication regarding the Agreement is normally done by e-mail and/or telephone. The Customer is responsible for ensuring that Skellefteå Kraft always has information on the Customer's current e-mail address and/or telephone number. Messages sent to the Customer's specified e-mail address are to be deemed to have been received by the Customer. The Customer is asked to regularly check their e-mail for information, and, where applicable, any changes that concern the Agreement.

#### **6 Information regarding the processing of personal data**

6.1 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, car registration number, facility ID, area ID, electricity consumption, electricity production, bank account number, telephone recordings and credit information.

6.2 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@skkraft.se](mailto:dataskyddsbud@skkraft.se) or by telephone at +46 (0)910-77 25 50.

6.3 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.

6.4 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.



6.5 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. Recipient categories when obtaining credit information are credit bureaus, and in debt recovery cases they are debt collection agencies and 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.

6.6 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).

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 If the customer considers Skellefteå Kraft's processing of personal data no 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

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## PRODUCT SPECIFIC TERMS

### 7 Fixed Electricity Price

7.1 The product is fixed-term and gives the Customer an unchanged electricity price per kWh during the entire contract period. The Fixed Electricity Price includes cost for electricity and electricity certificates. A fixed monthly fee is added and is specified in the agreement confirmation.

7.2 If the Customer does not fulfil the agreement for reasons other than a definitive relocation as per point 4.1, Skellefteå Kraft is entitled to compensation. Compensation is paid as follows:

In the case of a Fixed Electricity Price agreement, Skellefteå Kraft has the right to charge an administration fee of SEK

750 plus remaining fixed monthly fees. In addition, any losses incurred by Skellefteå Kraft in the case of early redemption of the contract on Nord Pool will be added. The calculation is made by comparing the Customer's contract price with Skellefteå Kraft's current electricity prices on contracts whose delivery period is similar to the remaining delivery period of the Agreement. The difference in price is multiplied by the estimated consumption of the remaining contract period. In the case of remaining consumption, the electricity grid owner's estimated annual consumption at the time is used as a basis for calculating future remaining consumption.

### 8 Variable Electricity Price

8.1 The price of the product is based on the Nordic electricity exchange Nord Pool's electricity prices for the electricity area in question. There is a supplemental surcharge with the Variable Electricity Price and a cost for electricity certificates together with a fixed monthly fee. The surcharge and monthly fee are stated in the agreement confirmation.

8.2 If the Customer does not have hourly measurement, the price is calculated based on Skellefteå Kraft's purchase price for electricity for the electricity area in question and Skellefteå Kraft's customers' consumption profiles. If the Customer has hourly measurement, the price is calculated hourly and is based on the Customer's current consumption and Nord Pool's electricity prices for the electricity area.

8.3 In the case of a non-fixed-term agreement, Skellefteå Kraft is entitled to adjust the surcharge and the monthly fee with two months' notice.