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GENERAL TERMS AND CONDITIONS CONCERNING THE SALE OF ELECTRICITY USED IN THE COURSE OF BUSINESS OR OTHER SIMILAR ACTIVITY

GENERAL TERMS AND CONDITIONS drawn up by Energiföretagen Sverige.

1. Introductory provisions

1.1 These general terms and conditions concern the sale of electricity used in the course of business or other similar activity. Different terms and conditions apply to the sale of electricity to consumers.

Where the customer acts as a seller in relation to the electricity supplier, for example when feeding in electricity from electrical production and energy storage installations, these terms and conditions do not apply.

1.2 These general terms and conditions are valid until further notice.

Swedenergy - Energiföretagen Sverige is entitled to change the terms and conditions.

The electricity supplier shall be entitled to make such amendments vis-à-vis the customer in respect of contracts of unlimited duration. Where the electricity supplier introduces those changes, the new terms and conditions shall not apply until at least two weeks after a specific notification of the changes has been sent to the customer.

1.3 For the purposes of these general terms and conditions, the following definitions shall apply

- *aggregation:* an aggregation of the consumption of several electricity users or the aggregation of electricity produced for sale, purchase or auctioning on electricity markets.

- *aggregation service:* a service that requires aggregation.

- *designated electricity supplier:* the electricity supplier that sells electricity to customers who do not choose an electricity supplier themselves. The designated electricity supplier is assigned by the network operator.

- *balance responsible party:* the party who, in an agreement with the system operator, Affärsverket svenska kraftnät, has assumed financial responsibility for ensuring that the electricity system is supplied with as much electricity as is withdrawn at the customer's outtake point.

- *dynamic electricity prices:* prices that reflect the prices prevailing at any given time in spot markets, at a frequency at least equal to the frequency of settlement on the market.

- *electricity supplier (electricity provider according to the Electricity Act (1997:857)):* the company from which a customer buys its electricity.

- *network operator:* the undertaking which connects and transmits electricity to the customer with the support of a network concession.

- *network concession:* authorisation to lay, use and maintain electricity lines in the area where the customer's installation is located.

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- *small enterprises*: enterprises which employ fewer than 50 persons and whose turnover or balance sheet total does not exceed €10 million per year,

- *outtake point:* according to the Electricity Act, the point at which a customer who has a contract with a network operator withdraws electricity for consumption.

2. Sale of electricity

General sales commitments

2.1 The electricity supplier undertakes to sell electricity to the customer under the following conditions.

2.2 If the electricity supplier or the customer so wishes, a written notification must be made or a written contract concluded for the sale.

A contract between an electricity supplier and a customer for the supply of electricity to the customer's outtake point must contain information about
1. the name, address, telephone number and website of the electricity supplier;
2. when the contract is concluded and when the electricity supplier plans to start supplying the customer;
3. the period of validity of the contract or whether it is of indefinite duration;
4. the services covered by the contract;
5. the obligations of the electricity supplier to the customer,
6. the terms and conditions for invoicing and payment;
7. the arrangements for contract renewal in the case of contracts concluded for a specified period;
8. the terms and conditions for terminating the contract and whether the contract can be terminated free of charge;
9. how compensation is to be calculated in the event of early termination of a fixed-term contract;
10. the terms and conditions for compensation in the event that the electricity supplier fails to fulfil its contractual obligations;
11. where the customer can find information on the electricity supplier's prices, other services and conditions; and
12. how to initiate out-of-court dispute resolution.

This information, together with information on the terms and conditions of the contract, must be provided to the customer before the contract is concluded or confirmed.

The electricity supplier must provide the customer with a concise and easily accessible summary of the most important terms and conditions of the contract, as required by law.

2.3 Before entering into a dynamic pricing contract with a customer, the electricity supplier must inform the customer of the possibilities, costs and risks associated with such a contract and, in particular, obtain the customer's consent to the terms and conditions of the dynamic pricing.

Miscellaneous sales commitments

2.4 The electricity supplier shall, in accordance with the legislation, inform the customer of:
- the share of each energy source in the average composition of energy sources used to produce the electricity sold by the electricity supplier in the preceding calendar year

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- the environmental impact in terms of carbon dioxide emissions and the amount of radioactive waste caused by the production of the electricity sold.

2.5 The electricity supplier is responsible for ensuring that there is a balance responsible party for the customer's outtake point.

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

If at any stage the electricity supplier is unable to ensure that there is a balance responsible party, it must immediately inform the customer and the network operator of this.

2.6 Changing electricity suppliers must be free of charge for small enterprises. However, it follows from Clause 5.7 that, in certain cases, a charge may be levied if a customer prematurely terminates a fixed-term contract where the price of the electricity is wholly or partly fixed.

2.7 An electricity supplier must ensure that a supplier switch can be implemented within three weeks of the customer's request.

2.8 An electricity supplier that is to start selling electricity at the customer's outtake point must notify the network operator of this and state who has assumed balance responsibility for the outtake point. In order for the supply to start on the day agreed between the electricity supplier and the customer, the notification must be made at least 14 days before the supply is due to start.

2.9 The customer shall be able to buy and sell electricity services other than electricity supply independently of its contract with the electricity supplier and without the approval of the electricity supplier.

The electricity supplier shall not make unreasonable charges or demands to the customer on the grounds that the customer has a contract for the provision of an aggregation service.

Obligations of the customer

2.10 The customer is obliged to have the contract with the network operator required for the distribution of electricity.

2.11 Unless otherwise specifically stated in these terms and conditions or in the legislation, the customer must pay for all electricity consumed at the outtake point. The payment obligation also covers electricity that the customer has been unable to use due to a fault in their installation or for other reasons not attributable to the network operator or the electricity supplier.

Obstacles to the performance of the contract

2.12 A party is not obliged to perform the contract if such performance is significantly hampered as a result of obstacles that are beyond its control. Obstacles include war, decisions by public authorities, major operational disturbances, disruptions in public transportation, extreme weather conditions or other events of an exceptional nature that significantly affect the performance of the contract and which the party could not have foreseen and whose detrimental effect the party could not reasonably have avoided.

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Compensation for loss or damage, etc.

2.13 If the customer complains that a supplier switch has not been carried out correctly or on time, the electricity supplier that provided notification of the switch is responsible for investigating the matter, after consultation with the customer's network operator. The electricity supplier must also inform the customer of the reason for the fault. Unless there are special reasons, the information must be provided to the customer within one month of the customer contacting the electricity supplier.

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

If the customer has proven it likely that they have suffered loss or damage but the amount of loss or damage does not amount to SEK 400 per outtake point and incident of loss or damage, the customer shall still receive compensation of SEK 400. To receive a higher amount of compensation, the customer must prove the loss or damage and its extent.

2.15 The customer shall be entitled to compensation from the electricity supplier for loss or damage only if the loss or damage was caused by carelessness on the part of the electricity supplier.

2.16 The right to compensation does not cover pure economic loss or consequential loss in the event of personal injury or damage to property.

2.17 The injured party must take reasonable steps to limit the loss or damage. If the injured party omits to do so, the compensation may be reduced accordingly.

3. Metering and reporting of meter readings and invoicing

Metering and reporting

3.1 The customer's consumption is registered by the network operator's meter or by meters approved by the network operator. Metering is regulated by statute and in the customer's contract with the network operator.

3.2 In accordance with the legislation, the electricity supplier shall provide information on actual and historical electricity consumption via the electricity supplier's website or app, which requires the customer to log in.

Invoicing and the format of the invoice

3.3 The electricity supplier's invoice to the customer must be clearly structured. The form and content of the invoice are regulated by statute.

3.4 The electricity supplier must invoice the customer on the basis of metered actual consumption or, in the absence of meter readings, on estimated consumption. Invoicing shall take place at the agreed interval, at least once a quarter. However, customers whose meters are not required to be read remotely by law must be invoiced at least once a year.

Invoicing based on estimated consumption shall be determined on the basis of the customer's previously known consumption and other circumstances, such as changes reported by the customer that can be assumed to affect consumption. If consumption has

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been estimated in accordance with this paragraph, the electricity supplier must notify the customer of this no later than upon issuance of the invoice.

3.5 When reconciling invoicing based on estimated consumption in accordance with 3.4 (provisional invoicing), the reconciliation based on metered actual consumption (reconciliation invoicing) must take into account the different prices applied for the period covered by the reconciliation.

3.6 If it is established that meter readings can never be obtained, for example because the metering device is not working, then after consultation with the customer and the electricity supplier, the network operator shall estimate the missing readings. The estimate is based on the customer's previously known consumption at the outtake point and other circumstances that may have affected consumption. The estimate shall form the basis of the electricity supplier's invoicing.

An estimate of this kind shall go back no longer than three years from the date on which the fault became known to both parties. If a party should have known of a circumstance referred to in the first paragraph without informing the other party, an estimate may be for a longer period.

If consumption has been estimated in accordance with this clause, the electricity supplier must provide notification no later than uponinvoicing.

3.7 If the customer has been invoiced an incorrect amount, the incorrectly invoiced amount shall be adjusted. The adjustment is normally applied in the next invoice.

3.8 At the end of the contractual relationship, the customer must receive a final invoice within six weeks from the date the supply ceased to be provided. Unless there are particular reasons to the contrary, the final invoice must be based on the collected meter readings.

4. Payment and security

4.1 Payment must be received by the electricity supplier no later than the due date stated in the electricity supplier's invoice, which may be no sooner than 15 days after the electricity supplier sent the invoice, unless otherwise agreed in writing.

4.2 The electricity supplier must offer several payment methods for invoicing and may not disadvantage the customer on the basis of the payment method chosen by the customer.

4.3 If payment is not made on time and no other written agreement has been made, the electricity supplier is entitled to claim from the customer, in addition to the invoiced amount, interest in accordance with the Swedish Interest Act (1975:635) from the due date stated on the invoice, and reimbursement of the costs associated with the delay. This also includes costs for written payment reminders and costs for enforcement of a payment obligation or other obligation.

4.4 If the electricity supplier has reasonable cause to fear that the customer will not meet their payment obligations, the electricity supplier is entitled to demand acceptable security or advance payment for the continuing sale of electricity. Examples of reasonable cause include problems or delays with previous payment obligations to the electricity supplier or knowledge of one or more entries in the customer's credit history.

Where, pursuant to the first paragraph, the electricity supplier is entitled to require security or advance payment, the electricity supplier shall also be entitled to require monthly invoicing.

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The security or advance payment must not exceed an amount corresponding to the estimated cost of six months' supply.

If the customer meets its payment obligations on time for a period of one year from the date on which the security was provided or the first advance payment was made, the security provided will be returned or advance payment will be no longer be required.

If the customer has provided security, the deposited funds must be placed in an interest-bearing account, separate from the electricity supplier's own assets.

5. Breach of contract

5.1 If the customer omits to pay charges which are due, provide security or make advance payment, and the omission is not insignificant, the electricity supplier is entitled to interrupt supply to the customer. The electricity supplier is also entitled to interrupt supply if the customer is guilty of other material omissions in accordance with these terms and conditions and what has otherwise been agreed.

5.2 Before the electricity supplier takes the action described in Clause 5.1, the customer shall be given the opportunity to take remedial action.

If the omission relates to payment, the customer must be given a reasonable time, at least 15 days from the request to take remedial action, to pay before the supply may be disconnected.

5.3 Supply is interrupted through the network operator's disconnection of the customer's installation from the network at the request of the electricity supplier.

5.4 Disconnection may not take place in respect of the claim to the extent that it is subject to a dispute. For a claim to be considered disputed, the customer must have raised a legally relevant objection on the merits. Such objection shall be raised in writing.

5.5 Where the electricity supplier has the right to suspend supply under Clauses 5.1 to 5.2, the electricity supplier may instead choose to cancel the contract. Cancellation can also occur if the customer's installation has been disconnected for at least six months. If the electricity supplier cancels the contract, it must immediately notify the network operator of the cancellation.

5.6 The supply shall not be resumed until the customer has fulfilled all their obligations under the contract, paid compensation for the costs incurred by the electricity supplier in connection with the measures taken to interrupt and resume the supply and provided any requested security or advance payment.

5.7 If a customer, which qualifies as a small enterprise, prematurely cancels a fixed-term contract for electricity to be supplied in whole or in part at a fixed price, without grounds for cancellation under Clause 5.8, the electricity supplier may charge a fee. The charge may only relate to costs associated with the electricity supplied at a fixed price, must be reasonable, and may not exceed the direct financial loss caused by the early termination.

Customers, other than those covered by the first paragraph, who have entered into a fixed-term contract and who terminate the contract early by entering into a new contract with another electricity supplier shall compensate the previous electricity supplier. This charge may not exceed the amount that the company can demonstrate it would lose over the remaining life of the contract.

The charge may only be levied if the electricity supply contract clearly states that it may be levied and what it covers.

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5.8 If the electricity supplier fails to fulfil its obligations and this constitutes a material breach of contract, the customer has the right to cancel the contract. However, before cancellation can take place, the electricity supplier must be given the opportunity to take remedial action within a reasonable time.

If the customer cancels the contract, the electricity supplier must immediately inform the network operator thereof.

6. Supply obligation, validity, amendments and additions

6.1 Unless otherwise agreed, the contract will end no later than 14 days after the written notice to terminate.

Under the Electricity Act, the electricity supplier is obliged to supply electricity to the customer's outtake point. The supply obligation ceases if the customer stops withdrawing electricity at the outtake point, if another electricity supplier starts supplying electricity to the customer at the outtake point, or if the customer is guilty of a breach of contract that entitles the electricity supplier to request that the supply of electricity be interrupted on the basis of the provisions of the Electricity Act.

6.2 Where the electricity supplier and the customer have concluded a fixed-term contract for the supply of electricity, the electricity supplier must inform the customer, in a separate notice, not earlier than 90 days and not later than 60 days before the expiry of the contract, of the date of expiry of the contract and the consequences thereof.

6.3 An electricity supplier that intends to change the terms of a contract of indefinite duration must inform the customer of the change and of the customer's right to terminate the contract in a separate notice. If the change of the terms and conditions concerns the price for the supply of electricity, the reasons and terms and conditions for the change must also be stated in the notice.

The electricity supplier must inform the customer at least two weeks before the new conditions will begin to apply.

6.4 In the event of a price change, the new price will be applied on the basis of either the collected meter reading, if it is collected within a reasonable period of time from the date of the change, or an estimated meter reading calculated on a reasonable basis.

6.5 A current electricity contract may not be converted into a contract with a dynamic electricity price without the customer having been informed of the possibilities, costs and risks associated with such a contract and having given their consent.

7 Interpretation and dispute resolution

7.1 These general terms and conditions shall be interpreted and applied in accordance with Swedish law. Disputes concerning the validity, interpretation and application of these general terms and conditions will primarily be settled through dialogue between the parties. If such dialogue does not lead to a resolution of the dispute, the dispute may be heard by a general court or other body authorised by law.

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