



FORTUM MARKETS AB: SPECIAL TERMS AND CONDITIONS FOR BUSINESS

Applicable to agreements signed on or after April 26th 2017

Please note: this translation is not an official, legally binding document; in the event of a legal dispute the original Swedish version will be relied upon.

1. Extent of electricity supply

The agreement covers the actual electricity consumption at the delivery sites specified in the agreement and / or in the "Delivery site" annex. Changes in the number of delivery sites shall be communicated to Fortum Markets AB in writing.

2. Contract with Fast Elpris

The contract entails bound electricity price and the electricity dealer's electricity certificate fee according to the stated price, maturity and current electricity area. If no party terminated the agreement before the end of the contract period, the agreement will be renewed by 12 months until the prevailing conditions for a fixed electricity price. The electricity price is subject to statutory taxes and fees applicable at any given time.

3. Terms for Bytesgaranti

Bytesgaranti means that the customer is entitled to terminate his electricity price contract and at the same time sign a new electricity price contract with Fortum Markets AB. The new electricity price contract shall have at least the same maturity as the denominated and subscribed to the prevailing regular prices. When the replacement guarantee is used, we will charge an administrative fee. The replacement guarantee applies only to plants with a maximum consumption of 50,000 kWh / year.

4. Contract for Rörligt Elpris and Rörligt Rent Elpris

The agreement is valid until further notice, and means that the electricity price is set for one calendar month at a time. The agreement can be terminated by either party with a notice period of two months from the date of notice. If the customer terminates the agreement during the period of time that Fortum Markets AB is entitled to charge a payroll fee, the payroll fee is calculated in accordance with item 9. In cases where the electricity supply to the customer continues after termination without the conclusion of a new electricity contract, the delivery will be subject to the terms and conditions "Anvisad Spot". The price used for pricing is Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area. For timed billing, Fortum's purchase price is an average of the unit prices weighted by actual measured hourly consumption.

The purchase price is added to the contract and the electricity dealer's electricity certificate fee and statutory taxes and other taxes.

Rörligt Rent Elpris applies only to plants with a yearly consumption of no more than 50,000 kWh / year. Fortum Markets AB reserves the right to invoice "Rörligt Elpris" for delivery sites with an annual consumption exceeding 50,000 kWh.

5. Contract for Rörligt Elpris 1 year

The agreement lasts for 12 months and means that the electricity price is determined retrospectively for a calendar month at a time. The price used for pricing is Fortum Markets AB's purchase price for electricity in the current calendar month and in the current electricity area. For timed offsets, Fortum Markets AB's purchase price is a weighted average of the unit prices and actually measured hourly consumption.

The purchase price is subject to a contractual contract and the electricity dealer's electricity certificate fee, as well as statutory taxes and other charges at any time. If no party terminated the agreement before the end of the contract period, the contract will be renewed to the current terms of Rörligt Elpris.

6. Contract for Vintersäkrat Elpris

The contract implies bonded electricity price and the electricity dealer's electricity certificate fee according to the stated price, maturity and current electricity area for the period from November through March and mobile electricity price for the remaining time. The variable price is determined for one calendar month at a time and consists of Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area.

For timed settlement, Fortum Markets AB's purchase price is a weighted average of the unit prices and actual consumption. At the price of electricity there is a contractual surcharge and statutory taxes and other taxes applicable at any given time.

If no party terminated the contract before the end of the contract period, the contract will be renewed by 12 months until the prevailing conditions for Vintersäkrat Elpris.

7. Contract for Mixat Elpris

The contract is valid for the specified maturity and means that the electricity price is determined retrospectively for a calendar month at a time, with adjustment for the outcome of the customer's price hedging for the respective calendar month. In the event that the customer has not signed a new contract or terminated the contract before the end of the contract period, the electricity supply will continue according to the current terms of the "Anvisad Spot" contract.

The price used for pricing is Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area. For timed offsets, Fortum Markets AB's purchase price is a weighted average of the unit prices and actually measured hourly consumption. The purchase price is added to the contract and the electricity dealer's electricity certificate fee and statutory taxes and other taxes.

The outcome of the customer's price hedging is the difference between the contracted hedged electricity price for the current calendar month and the Nord Pool system price (Elsport System Price) during the same calendar month, multiplied by the stated price-guaranteed volume of electricity in the current calendar month.

8. Fortum Enkel Företag and Anvisad Spot

The contracts apply until further notice, and means that the electricity price is determined by Fortum Markets AB. The price used for pricing of designated spot is Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area. For timed offsets, Fortum Markets AB's purchase price is a weighted average of the unit prices and actually measured hourly consumption. The purchase price is added to the stated price and the electricity dealer's electricity certificate fee and statutory taxes and other taxes at any time. The contract can be terminated by either party without notice period.

9. Cancellation of contract in advance

If the customer fails to complete the contract until the end of the contract period, or if the contract terminates during the period Fortum Markets AB under the contract is entitled to charge a solvency fee, Fortum Markets AB is entitled to charge a solvency fee consisting of a variable portion of 12 öre / kWh (Not taxable) on the remaining estimated contract volume and partly an administrative fee of 400 kr.

10. Choice of energy source or power plant

Contracts for the supply of electricity from a particular power source or a named power plant are valid until further notice and may be terminated by either party with a two month notice period. Price changes are announced 15 days before they come into force via Fortum's website, fortum.se, and are subsequently reported on the customer's invoice. Delivery of Good Environmentally Selected Electricity is done in accordance with the Nature Conservation Association's criteria. Fortum Markets AB reserves the right to replace the delivery from a named power plant with delivery from another power plant with the same source of energy in the event of unforeseen loss of production.

11. Exemption from the electricity dealer's electricity certificate fee

Customers who have received permission from Energimyndigheten to handle their own quota duty shall inform Fortum Markets AB. The same applies when such a license expires.

12. Terms of payment

Payment must be made to Fortum Markets AB no later than 30 days after the invoice date unless otherwise agreed. If payment is not made on time, Fortum Markets AB reserves the right to charge interest on late payment in accordance with the Interest Act, compensation for the costs associated with the delay and make a late payment.

13. Billing

Fortum Markets AB is entitled to charge an invoice fee during the contract period.

14. Credit control

Fortum Markets AB is entitled to make customary credit control upon the signature of the contract and, if necessary, during the term of validity of the contract. Fortum Markets AB reserves the right to cancel the contract in case of insufficient creditworthiness or to claim acceptable collateral or deposit for continued sale.

15. Transfer of Contract

The contract may not be transferred to another without the consent of Fortum Markets AB. Fortum Markets AB has the right to transfer the contract to other companies within the Fortum Group.

16. Delivery start

The contract is binding on the date of the subscription. The date of the specified delivery start may be delayed if problems arise upon the takeover of the electricity delivery.

17. Changed circumstances

If during the term of the contract changes occur as a result of new or amended legislation, regulation, regulation or decision of authority, action by a third party with a monopoly-like position, or other measure of the public affecting Fortum Markets AB's commitment under the contract, Fortum Markets AB is entitled to adjust the price accordingly.

If changes in the electricity market, such as the disability of Nord Pool Spot, obstruct Fortum Markets AB's performance of its obligations under the contract, Fortum Markets AB is entitled to take action for the performance of the contract that is proportional to the change.

Fortum Markets AB is required to inform the customer of the action. The Customer is obliged to inform Fortum Markets AB of changes in its legal structure (such as change of company name and / or organization number) that may affect the legal relationship of this agreement. Such change must be notified to Fortum Markets AB no later than 45 days before the change is effected, in order for Fortum Markets AB to ensure continued delivery under the agreement.

18. Applicable law and dispute settlement

The agreement applies to Swedish law. Disputes arising from the agreement shall be settled by a general court.

19. Changes of terms and conditions

For variable price agreements, Fortum Markets AB has the right to change the terms and conditions of the contract.

In other respects, Fortum Markets AB is entitled to amend these special terms and conditions.