



GENERAL TERMS OF AGREEMENT FOR THE SALE OF ELECTRICITY USED IN ENTERPRISES OR OTHER SIMILAR OPERATIONS

GENERAL TERMS AND CONDITIONS prepared by Svensk Energi.

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. INTRODUCTORY PROVISIONS

1.1 These general terms and conditions relate to the sale of electricity used in business or other similar activities. For the sale of electricity to consumers, other conditions apply.

1.2 These General Terms and Conditions apply until further notice.

The person who drafted these general terms and conditions may change the terms. The electricity trading company has the right to introduce such changes. When the electricity trading company makes such changes, the new terms may begin to apply at the earliest two months after the electricity trading company notifies the customer of the changes.

1.3 In these general terms and conditions,

- designated electricity trading company: the electricity trading company that sells electricity to the customer who does not elect electricity companies themselves. The designated electricity trading company is appointed by the electricity grid company.

- Balance Officer: who, in agreement with the system responsible authority, undertakes the financial responsibility for providing the electricity system with the same amount of electricity taken at the customer's delivery site.

- electricity trading company (electricity supplier according to electricity law (1997: 857)): the company a customer buys its electricity from.

- grid company (grid concessionaire): the company that connects and transmits electricity to the customer by means of a network concession.

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

- Calculation of estimates: the calculation of the amount of transferred electricity and its distribution over time as a grid company within an authority-determined geographical area, is performed for customers who have a security subscription of no more than 63 amps and which are not timed off by special agreement.

- system authority: Affärsverket svenska kraftnät, hereafter Svenska kraftnät, which has overall responsibility for the country's production and consumption of electricity in balance.

- delivery site: according to the electricity law, the site where a customer who has a contract with a grid company will charge electricity for consumption.

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

Personal data submitted to the electricity trading company will be processed in order to be able to fulfill entered agreements or obligations under law or other constitution.

Furthermore, personal data may be used for market analysis, statistics and for evaluating and informing about services and products. Personal data may also be processed for marketing purposes by both the electricity trading company and the group companies as well as the companies' partners.

Customer who opposes the processing of personal data for marketing purposes may at any time, in order to prevent such treatment, notify the electricity trading company.

Personal data can be disclosed to and collected from companies in the Group and partners. For updating personal data, data can also be retrieved from public and private records.

The customer is entitled, upon request, to receive information once and for all about the information that is registered about this and for the purposes for which these data are processed. The customer may also request correction of incorrect information about the customer.

The request for such information or correction shall be signed and submitted to the electricity trading company.

2. SALE OF ELECTRICITY

Sales commitment

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

2.2 If the electricity company, or customer so wishes, written notification must be made or written agreement is reached on the sale.

The electricity trading company shall inform the customer in accordance with the Constitution of:

- the share of each energy source in the average energy source used to produce the electricity sold by the electricity trading company during the previous calendar year

- the impact on the environment in terms of carbon dioxide emissions and the amount of nuclear fuel waste caused by the production of the sold electricity

2.3 The electricity trading company is responsible for the balance of the customer's delivery site.

According to the Electricity Act, the electricity trading company may only sell electricity at the delivery site if there is a balance sheet for this.

If at any stage, the electricity company cannot ensure that it is a balance holder, the company shall immediately inform the customer and the electricity grid company about this.

2.4 The electricity trading company shall notify the electricity grid company that it will start selling electricity at the customer's delivery site and state who has assumed the balance responsibility for this. In order for the sale to commence on the day that the electricity company and the customer have agreed, notification must be made no later than 14 days before the sale begins.

Customer commitments

2.5 The Customer is obliged to hold, for the transfer of electricity, the required agreement with the electricity grid company.

2.6 Unless otherwise specified in these Terms, the Customer shall pay for all electricity consumed at the delivery site. The obligation to pay also includes electricity that the customer could not afford due to errors in his facility or for any other reason not due to the electricity grid or the electricity company.

Barriers to the performance of the agreement

2.7 The party is not required to perform the performance agreement significantly hindered as a result of barriers that it does not have. As an obstacle, war, government decisions, extensive operational disruptions, public transport disturbances or any other party not caused a relationship that significantly affects the performance of the agreement and which the party could not predict and whose miscarriage could not reasonably have eliminated.

Compensation for damage, etc.

2.8 If a customer claims that a replacement of electricity dealers has not been properly executed or in due time, the electricity trading company that reported the change will respond to the question, after consultation with the customer's electricity grid company, to investigate. The electricity trading company shall also notify the customer of the cause of the error. Message shall, unless special reasons exist, be submitted to the customer within one month of the customer having contacted the electricity trading company.

2.9 If the electricity trading company has failed to fulfill its obligations in connection with the takeover or commencement of electricity supply, and this is due to circumstances within the control of the electricity trading company, the customer is entitled to compensation for the damage caused by the electricity trading company.

If the customer is likely to be damaged but the amount of damage does not amount to SEK 300 per delivery site and damage, the customer will still receive compensation of SEK 300. In order to receive a higher amount of compensation, the customer must prove the damage and its size.

2.10 The customer is entitled to compensation for the electricity trading company for damage only if the damage has been caused by negligence by the electricity company.

2.11 The right to compensation does not cover pure property damage or consequential damage in case of personal injury or property damage.

2.12 The injured party shall take reasonable action to limit its damage. If the party neglects, the compensation may be reduced accordingly.

3. MEASUREMENT, COLLECTION AND REPORTING OF MEASUREMENTS AND INVOCING

Measurement

3.1 The customer's consumption is recorded by the electricity grid company's meter or by meters approved by the grid company. Provisions for measurement are in the constitution and in the customer's agreement with the electricity grid company.

Collection and reporting of measurement values and invoicing

3.2 Collection and reporting of measurement values shall be in accordance with the constitution or in the manner in which the parties have entered into special agreement.

3.3 Billing shall refer to the measured amount of transferred electricity and shall occur at least quarterly.

If collected measured values are missing or incorrect and this is due to circumstances beyond the control of the electricity company and the consequences of which the company cannot reasonably avoid or overcome, invoicing may be made preliminary and based on estimated amount of transferred electricity. The estimated amount of transferred electricity will then be determined based on the customer's prior known consumption and other circumstances such as changes made by the customer that can be expected to affect the amount of electricity transferred.

When reconciling billing based on estimated measurement values, the reconciliation after collection of measurement values must take into account the different prices applied for the time the reconciliation covers. If there are no special reasons for another calculation basis, the estimate should be performed as if the customer's consumption followed the customer's normal consumption pattern.

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

3.4 After consultation with the customer, the electricity trading company shall be given access to the measuring device available to the customer.

3.5 Does not the measuring device work or does it register other consumption than the actual or has occurred in the collection of measurement values, the electricity network company estimates the amount of electricity transferred after consultation with the customer and the electricity company. The estimate will be the basis for the electricity company's invoicing.

Such estimation may not be longer than three years after the error was known by both parties. A party has obviously been aware of circumstances under the first paragraph without informing the other party if this can be estimated for a longer period.

If the consumption has been estimated under this paragraph, the electricity company shall notify this at the latest in connection with the invoicing.

3.6 Estimated consumption according to item 3.5 shall be determined by reference to the customer's previously known consumption at the delivery site and other circumstances that may have affected consumption.

3.7 If the estimated consumption in any of the above cases is based on improper assumptions, the amount of the incorrectly invoiced amount will be settled. The rule should usually be made at the next billing date.

4. PAYMENT AND SECURITY

4.1 The customer's payment shall be available to the electricity dealer no later than 15 days after the invoice has been sent by the electricity trading company, unless otherwise agreed in writing.

4.2 If payment is not timely, the electricity company, unless otherwise agreed in writing, has the right of the customer, in addition to the invoice amount, to pay interest according to the Interest Act (1975: 635) from the due date specified in the invoice and compensation for the costs associated with the delay. This also includes costs for written payment reminders and costs for execution of payment or other obligations.

4.3 If the electricity trading company has reasonable reason to fear that the customer will not fulfill its payment obligations, the electricity trading company is entitled to request acceptable collateral for continued sales.

If the electricity trading company is entitled to request security pursuant to the first paragraph, the electricity trading company is also entitled to demand monthly invoicing.

Security may not exceed amounts equal to six months estimated delivery charges.

If, for a period of one year from the date of security, the customer has completed his payment obligations, the security shall be returned.

If the customer has secured collateral under this item, deposits shall be invested in an interest-bearing account, separate from the electricity company's own assets.

5. BREACH OF AGREEMENT

5.1 If the customer fails to pay due fees or provide security and the negligence is not called, the electricity company is entitled to terminate the delivery to the customer. The electricity trading company also has the right to terminate the delivery if the customer is liable for any material negligence under these terms and conditions as otherwise agreed.

5.2 Before the electricity trading company takes action under the provisions of section 5.1, the customer shall be given an opportunity to make a correction.

In case of negligence payment, the customer shall be given reasonable time, at least 15 days from request, to pay before disconnection may occur.

5.3 Delivery is terminated by the power company discontinuing the customer's facility from the network at the request of the electricity company.

5.4 Disconnection shall not be made for the claim to the extent that it is the subject of a dispute.

5.5 When the electricity trading company is entitled to discontinue the electricity supply according to sections 5.1-5.2, the company is also entitled to cancel the agreement. Should the electricity trading company terminate the agreement, it shall immediately inform the electricity grid company.

5.6 If the electricity trading company neglects its obligations and the negligence constitutes a material breach of contract, the customer has the right to terminate the agreement. However, before a cancellation takes place, the electricity trading company shall be given an opportunity to make a rectification within a reasonable time.

If the customer terminates the agreement, the electricity company shall immediately inform the electricity grid company about this.

5.7 If the customer has entered into a timely agreement and prematurely breaks this by entering into a new agreement with another electricity trading company, the customer shall replace the former electricity trading company. This compensation must correspond to the maximum that the company may prove to be losing during the remaining term of the agreement.

6. DELIVERY, VALIDITY, CHANGES AND APPENDICES

6.1 Unless otherwise agreed, the agreement terminates within 14 days after written notice.

For the electricity trading company, delivery obligation applies to the customer's delivery site according to the electricity law. The delivery obligation ceases if the customer ceases to charge electricity at the delivery site if any other electricity trading company begins to supply electricity to the customer at the delivery site or if the customer is guilty of such breach of contract that gives the electricity trading company the right to request that the electricity supply be terminated under the provisions of the electricity law.

In case the electricity trading company and the customer have entered into a timely electricity supply agreement, the electricity trading company shall notify the customer at the earliest 90 days and no later than 60 days before the termination of the agreement and the consequences thereof.

6.2 Unless otherwise agreed, the electricity trading company may change its prices. In case of such price change, the electricity trading company shall notify the customer of the changes. Such notification shall be made at least 15 days before the entry into force, either by means of a special notice to the customer or by advertising in the daily press and information on the electricity company's website. Daily press refers to the daily newspaper with the highest spread in the municipality where the delivery takes place.

The following invoice shall be displayed when the price change has taken place and the size of the invoice.

6.3 At price change, the new price is applied based on either collected value, if collection takes place within a reasonable time from the change date or from a reasonable estimate of measurement.