



GENERAL TERMS OF AGREEMENT FOR SALE OF ELECTRICITY TO CONSUMER

GENERAL TERMS AND CONDITIONS prepared by Svensk Energi in agreement with Konsumentverket.

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.

I. INTRODUCTORY PROVISIONS

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

1.2 These General Terms and Conditions apply until further notice.

The person who drafted these general terms and conditions may, after consultation with the Consumer Agency, 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 not apply until no more than two months after a specific notice of the changes has been sent to the consumer.

1.3 In these general terms and conditions,

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

- Balance Responsible: 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 consumer's delivery site.

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

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

- consumer: a natural person to whom electricity is mainly sold for non-commercial purposes;

- network concession: permission to draw, use and maintain electrical wiring in the area where the consumer's facility is located.

- system authority: the authority, Affärsverket svenska kraftnät, 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 point where a consumer, who has a contract with a grid company, takes out 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.

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

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 consumer is entitled to receive information on information on which information is registered about this and for the purposes of which these data are processed on request, free of charge once a year. The consumer may also request correction of incorrect information about the consumer.

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

1.5 The party having a claim against the other party is entitled to interest under the Interest Act (1975: 635).

2. SALE OF ELECTRICITY

Sales Commitment General

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

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

An agreement between a consumer and an electricity trading company shall contain information about

1. Name, address, telephone number and website of the electricity trading company,

2. The undertaking's commitment to the consumer,

3. When the agreement is reached and at what time the electricity trading company plans to take over the deliveries to the consumer,

4. Where the consumer can find information about the prices of the electricity dealers and other conditions,

5. the terms of invoicing and payment,

6. the term of the contract or if it expires

7. What is applicable to the extension of a contract that lasts for a certain period of time,

8. the terms of termination of the agreement,

9. how the remuneration is calculated in the case of early termination of an agreement which lasts for a certain period of time,

10. the conditions for reimbursement of the electricity trading company do not fulfill its commitment under the agreement; and

11. how the electricity company on its website, as well as on request, otherwise provides the additional consumer-related information specified in Chapter 11; Section 18 of the Act.

This information, together with information about the contractual terms, shall be communicated to the consumer before the agreement is concluded or confirmed.

If information pursuant to the second paragraph is not provided in writing or in another durable form, the electricity trading company shall, within a reasonable period of time after the agreement, enter information in such form to the consumer. The information should also contain a comparing price calculated in accordance with the Consumer Agency's price information regulations.

Sales at a distance and outside business premises

2.2 A For contracts concluded at distances or outside business premises, prior to the conclusion of an agreement, in addition to what is stated in section 2.2, information is provided as set out in Chapter 2. Section 2 of the Act (2005: 59) on distance contracts and agreements outside business premises in the manner set out in Chapter 2. 3 and 5 of the same Act.

Once a distance contract has been concluded, the electricity trading company shall provide the consumer with a confirmation of the agreement within a reasonable period of time. The confirmation shall be given in a legible and durable form that is accessible to the consumer and also contain the information specified in the second and second subparagraphs of Section 2.2, and the first paragraph of Section A, unless the information has already been provided.

When contracts have been concluded outside the business premises, the electricity trading company shall provide the consumer with a copy of the signed agreement or confirmation of the agreement. The copy or confirmation shall be given in an act or if the consumer agrees to it in another legible and durable form that is available to the consumer.

Withdraw period

2.2 B In the case of agreements concluded at distances or outside business premises, the consumer has the right to withdraw the electricity trade agreement (right of withdrawal) by sending or sending notice to the electricity trading company within a certain period of time (withdrawal period).

When a distance contract has been concluded, the cancellation period is 14 days and begins to expire on the day that the consumer has received a confirmation of the agreement containing information about the right of withdrawal under Chapter 2. Section 2, first paragraph, paragraph 9, of the Act on distance contracts and agreements outside business premises, as specified in Chapter 2, Section 3 of the same Act.

When contracts have been concluded outside the business premises, the cancellation period is 14 days and begins to expire on the day when the consumer has received information about the right of withdrawal under Chapter 2. Section 2, first paragraph, paragraph 9, of the Act on distance contracts and agreements outside business premises, as specified in Chapter 2, Section 5 of the same Act. Such information shall be provided to the consumer

when the consumer receives a copy of the signed agreement or in a confirmation of the agreement.

Other Sales commitment

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

- each energy source's share of 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

2.4 The electricity trading company is responsible for ensuring that the balance sheet is available for the consumer'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 is unable to ensure that it is a balance holder, the company shall immediately inform the consumer and the electricity grid company thereof.

2.5 Exchange of electricity trading companies shall be carried out without special cost to the consumer.

2.6 The electricity trading company shall notify the electricity grid company that it will start selling electricity at the consumer'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 consumer have agreed, notification must be made no later than 14 days before the sale begins.

Consumer commitments

2.7 The consumer is obliged to hold for the transfer of electricity the required agreement with the electricity grid company.

2.8 Unless otherwise specified in these Terms, the consumer shall pay for all electricity consumed at the time of withdrawal. The obligation to pay also includes electricity that the consumer 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

2.9 The party is not obliged to perform the performance agreement significantly hindered as a result of barriers that it does not have. As an obstacle, war, government decisions, public transport disturbances, extreme weather conditions, or other exceptional events that have a significant impact on the performance of the agreement and which a party could not predict and whose miserable influence could not reasonably have been eliminated.

Compensation for damage, etc.

2.10 If a consumer claims that a change of electricity dealers has not been properly executed or in due time, the electricity trading company that reported the change is responsible for investigating the matter after consultation with the consumer electricity grid company. The electricity trading company shall also notify the consumer of the cause of the error. Notification shall, unless special reasons exist, be communicated to the consumer within fourteen days of the consumer's contact with the electricity trading company.

2.11 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 consumer is entitled to compensation from the electricity trading company for the damage resulting therefrom.

If the consumer is likely to be damaged but the amount of damage does not amount to SEK 100 per delivery site and injury, the consumer will still receive compensation of SEK 100. In order to receive a higher amount of compensation, the consumer must prove the damage and its size.

2.12 If the transfer has been terminated due to the consumer's negligence but the electricity trading company has no legal basis for requesting disconnection of the consumer's plant from the network, the consumer is entitled to compensation for damage to the electricity trading company.

2.13 If the electricity company does not fulfill the agreement with the consumer, the consumer is entitled to compensation for the damage suffered unless the electricity trading company shows that the failure to comply with the agreement is due to an obstacle beyond the control of the electricity company that the company could not reasonably have expected to have calculated could have avoided or overcome.

2.14 The right to compensation does not cover damage attributable to business activities.

2.15 The damaged party shall take reasonable steps to limit its damage. If the party neglects, the compensation may be reduced accordingly.

3. MEASUREMENT, COLLECTION AND REPORTING OF MEASUREMENTS AND INVOICING

Measurement

3.1 Consumers 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 consumer's agreement with the electricity grid company.

Collection and reporting of measurement values as well as 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.

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, billing may be made provisionally and based on estimated amount of transferred electricity. The estimated amount of electricity transferred shall then be determined on the basis of the consumer's prior known consumption and other circumstances such as changes made by the consumer that can be expected to affect the amount of electricity transferred.

Billing must be done at least quarterly. However, the consumer is entitled to choose monthly invoicing.

If the electricity trading company has not been entitled to invoice the consumer provisionally pursuant to the second paragraph, but nevertheless, the consumer is entitled to a cost-free and interest-free installment plan for the amount canceled, in which the number of installments is related to the duration of the offense.

If preliminary invoicing has lasted longer than eight months from the last invoice based on collected measured values, the reconciliation invoice shall be reduced by 15 percent of the difference between the final and the provisional invoices. Furthermore, the consumer is entitled to a cost-free and interest-free installment plan for the amount canceled, where the number of installment payments is in relation to the duration of the offense.

If agreed invoicing has been lost and it depends on the electricity company, the consumer is entitled to a cost-free and interest-free installment plan where the number of installments is in relation to the number of invoices left out.

If agreed invoicing has not been completed for a certain period of time, and this is due to circumstances within the control of the electricity company, the electricity trading company is not entitled to claim payment for claims over twelve months.

When reconciling invoicing based on estimated metrics (preliminary billing), the reconciliation after collection of measurement values (final billing) must be taken into account taking 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 consumer's consumption followed the customer's normal consumption pattern.

If there is reason to assume that the consumer in good faith has paid invoice that can be perceived as final for a certain period of time, no further payment obligation exists for such period.

Upon termination of the contractual relationship, the consumer shall receive a final invoice within six weeks from the date of termination of the delivery. After the electricity trading company has sent a final invoice, no further invoicing will be possible. If there are no particular reasons, the final invoice shall be based on collected measured values.

3.4 After consultation with the consumer, the electricity trading company shall be given access to the meter available to the consumer.

3.5 Does not the measuring device work or does it detect any consumption other than the actual or has been incorrect when collecting measured values, the electricity network company estimates the amount of electricity transferred after consultation with the consumer and the electricity company. The estimate will be the basis for the electricity company's invoicing.

If the consumption has been estimated in accordance with the preceding paragraph, the electricity trading company shall notify the consumer at the latest in connection with the invoicing.

3.6 Estimated consumption according to the conditions in section 3.5 shall be determined by reference to the consumer's known consumption at the time of withdrawal 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 wrongly invoiced amount will be settled without delay after the error has been found. If the regulation refers to a smaller amount in relation to the annual cost, it will normally occur at the next billing date, unless the consumer requests that it be paid in particular.

4. PAYMENT AND SECURITY

4.1 Payment shall be made to the electricity trading company no later than the due date specified in the invoice company invoice, which will occur no earlier than 20 days after the electricity trading company has sent the invoice. Due date should as a rule occur no earlier than the 28th day of the month.

4.2 An electricity trading company may not disadvantage a consumer solely because of the payment method chosen by the consumer.

4.3 If payment is not timely, the electricity company, unless otherwise agreed in writing, has the right to charge interest by the consumer, in addition to the

invoice amount, according to the interest rate act 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.

- 4.4 If, on conclusion of the agreement, the electricity trading company has reasonable grounds to suspect that the consumer will not fulfill its payment obligations, the electricity trading company is entitled to request acceptable collateral for the sale. A reasonable reason may be, for example, shortcomings or delays in respect of prior payment obligations to the electricity trading company or awareness of the consumer having withdrawn payment remarks.

If the consumer has neglected his payment obligations to the electricity company during the term of the agreement, the electricity trading company is entitled to request acceptable security for continued delivery.

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

Security may not cover more than four months' estimated delivery charges.

If the consumer has completed his payment obligations for a period of six months from the date of security, the security returned shall be returned.

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

5. BREACH OF AGREEMENT

- 5.1 With regard to the electricity company's right to discontinue the supply of electricity due to consumer breach of contract, there are special provisions in the Electricity Act.

The delivery is interrupted by the power company disconnecting the consumer's facility from the network at the request of the electricity company.

- 5.2 The supply of electricity may be terminated if the consumer neglects his obligations and the negligence constitutes a material breach of contract.

Before the supply of electricity may be interrupted, the consumer shall be advised to rectify within a reasonable period of time and, otherwise than referred to in section 5.3 below, be informed that the supply of electricity may otherwise be interrupted. If corrected, delivery will not be terminated.

After the contract has been concluded, disconnection cannot be done solely on the grounds that the consumer did not provide security.

If circumstances give reason to suspect that interruption of delivery would not cause insignificant personal injury or gross property damage, the supply of electricity may not be interrupted. However, this does not apply if the consumer acts improperly.

- 5.3 In case of breach of contract, the consumer neglects to pay for his electricity consumption, in addition to what is stated in section 5.2, the consumer has been asked to pay within three weeks of the date of notification of the notice and notification That delivery may otherwise be interrupted. A notification of the non-payment must be submitted to the social council in the municipality where the consumer is given the electricity.

If payment is made or the claim is in dispute, delivery may not be terminated. The delivery of electricity may also not be terminated if the Social Board within the time specified in the first paragraph has notified the person who has notified the board of debt of the liability in writing. In order for a claim to be regarded as a dispute, it is necessary for the consumer to produce a legally relevant objection in substance. Such a presentation should be in writing.

If the claim is a dispute, the delivery of electricity may not be interrupted. This means that the consumer must pay the part of the claim that the consumer and the electricity trading company agree to pay the consumer. The item that is in dispute need not be paid until the dispute has been settled.

- 5.4 When the electricity trading company has the right to terminate the delivery as described in 5.2-5.3, the company is also entitled to cancel the agreement. Should the electricity trading company cancel the agreement, it shall immediately inform the electricity grid company.

- 5.5 If the consumer has entered into a timely agreement and prematurely breaks this without the grounds for cancellation pursuant to clause 5.6, by entering into a new agreement with another electricity trading company, the consumer shall compensate the former electricity trading company. This compensation may correspond to the maximum extent that the electricity trading company may prove to lose during the remaining term of the agreement.

The calculation of such compensation shall be in accordance with the principles that shall be stated in the agreement of the electricity trading company with the consumer in accordance with clause 2.2.

- 5.6 If the electricity trading company neglects its obligations and the negligence entails a material breach of contract, the consumer 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 consumer concludes the agreement, the electricity trading company shall immediately inform the electricity grid company about this.

6. DELIVERY, VALIDITY, CHANGES AND APPENDICES

- 6.1 Unless otherwise agreed, the agreement terminates within 14 days after the consumer terminated the agreement. The consumer is entitled to terminate the agreement either verbally or in writing.

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

In the event that the electricity trading company and the consumer have entered into a timely electricity supply agreement, the electricity trading company shall notify the consumer at the earliest 90 days and not later than 60 days prior to the termination of the agreement and the consequences thereof.

- 6.2 An electricity trading company that intends to change the terms of an agreement that goes on to a consumer with a consumer shall notify the consumer of the change. Notification shall be by a special notice to the consumer. The notice states that the consumer is entitled to terminate the agreement. If the consumer then decides to terminate the agreement, the termination period for the consumer is no more than one month. Such termination must be made no later than one month before the new terms come into force.

The new terms may not apply until no more than two months after the notification has been sent.

Such a change of terms also includes changing the conditions for how the price is calculated or that the electricity trading company applies a larger premium than before.

When a price increase has taken place, the consumer shall be informed of this in the next invoice from the electricity trading company. It should be stated when the price change came into force and how the price changed.

- 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.

7. INFORMATION, GUIDANCE AND DISPUTE RESOLUTION

- 7.1 The electricity trading company shall provide clear information on its website about

- consumer rights,
- how the consumer is going to make a complaint,
- which authorities the consumer may address for information or dispute resolution, as well as
- independent user advice, where consumers can get advice on available energy efficiency and comparative profiles.

At the consumer's request, the information must be provided in another way.

The electricity trading company shall refer to or in connection with the invoice that information under the first paragraph is available on the electricity company's website and that it is otherwise provided on request.

- 7.2 For information and guidance, the consumer may refer to the Consumer Energy Agency or to Consumer Guides.

- 7.3 Disputes concerning the validity, interpretation and application of these general terms shall be determined primarily through negotiations between the parties. If such negotiations do not lead to the settlement of the dispute, the dispute at the consumer's request may be reviewed by the General Complaints Board. The dispute may also be tried by a public court or another, as per constitution, competent authority.

- 7.4 In case of a dispute in any of the above-mentioned instances, recovery of the debt in question cannot be made until the dispute has been finally settled.