

General Terms and Conditions for the Sale of Green Energy and the Use of the Green Energy Trademark

Valid from 01.01.2024

Version valid from 01.01.2023 to 31.12.2023

1. GENERAL TERMS AND CONDITIONS

1.1 The Seller has the right to use the Trademark alert regarding the registration of the Trademark in the Republic of Estonia together with the Trademark and to require the Buyer to use the Trademark alert.

1.2 GE General Terms and Conditions apply only to the sale of green energy, the General Terms and Conditions for the sale of Electricity shall apply.

1.3 The Seller shall grant the Buyer a license (hereinafter License) to use the Green Energy Trademark (hereinafter Trademark) upon sale of Green Energy under the terms and conditions specified in the GE General Terms and Conditions.

1.4 The License is a non-exclusive license without the right to sublicense.

1.5 The License is valid until the Contract expires.

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1.7 The License fee is included in the price for the electricity agreed in the Body text.

1.8 When using the Trademark, the Buyer undertakes to comply with all obligations set forth in the GE General Terms and Conditions, including the Green Energy Trademark user guide (hereinafter the Guidelines).

1.9 The Seller has the right to disclose the users of Green Energy on its web site www.enefit.ee, unless the Buyer has informed the Seller that he does not wish to be disclosed.

2. SALES OF GREEN ENERGY

2.1 If the subject of the Contract is the sale of Green Energy, the Seller undertakes to sell to the Buyer electricity which renewable energy origin can be proved by Certificates of Origin.

2.2 The Seller shall ensure the existence of Certificates of Origin (**Certificate of Origin**) issued in a country within the European Economic Area necessary to certify the quantities of Green Energy sold. If the Buyer wishes to transfer or cancel the Certificate of Origin on behalf of their name, it shall be separately agreed between the Parties (including the fee for transfer and cancellation).

3. USING THE TRADEMARK

3.1 The Buyer has the right to use the Trademark on its Green Energy buildings, product packaging and other advertising media as set out in the Guidelines. Buildings related to Green Energy consumption within the meaning of these GE General Terms and Conditions are buildings where the Buyer consumes Green Energy purchased from the Seller.

3.2 The Seller has the right to control the use of the Trademark.

3.3 The Seller has the right to use the Trademark alert regarding the registration of the Trademark in the Republic of Estonia together with the Trademark and to require the Buyer to use the Trademark alert.

3.4 The Buyer is prohibited from altering the Trademark (including adding or removing details, changing the color scheme, or any other changes) or otherwise affecting the distinctive character of the Trademark.

3.5 The Buyer is prohibited from registering any Trademark or trademarks similar to the Trademark in any territory.

3.6 After the termination of the Contract, the Buyer is prohibited from putting into circulation the products bearing the Trademark.

3.7 The Buyer is prohibited from using the Trademark on the same advertising space or elsewhere together with the trademark or trade name or any other symbol of a company competing with the Seller. Electricity companies operating in the Baltics, Poland and Finland including energy sellers and distribution system operators, are considered to be in competition with the Seller.

3.8 The Buyer is entitled to use only the Estonian version of the Trademark in the territory of the Republic of Estonia.

3.9 In the event of the Buyer's violation of the GE General Terms and Conditions, the Seller has the right to demand the immediate termination of the use of the Trademark and to pay a contractual penalty as specified in the GE General Terms and Conditions.

4. REQUIREMENTS FOR USE OF THE TRADEMARK LOGO

4.1 Representation of the Trademark in a manner other than as set out in the GE General Terms and Conditions must be previously agreed in writing with the Seller.

4.2 The Trademark has been developed with the word mark in Estonian, English, Latvian and Lithuanian. If the Trademark is to be used in any language other than those listed above, it must be agreed in writing with the Seller.

4.3 Coordination of the representation of the Trademark shall be effected as follows:

4.3.1 The Buyer shall submit an example of the design project, including volumes and channels to the Seller for approval before the advertisement (or other material) is published.

4.3.2 The Seller shall notify the Buyer of the conformity or non-conformity of the representation of the Trademark no later than 5 working days after receiving the request for approval of the advertisement or other material.

4.4 In the event of a mistake in the use of the Trademark identification graphic by the Buyer upon publication of the advertisement or other material, the Buyer shall notify the Seller thereof not later than within the working day following the publication of the advertisement or other material and shall eliminate the mistake immediately but not later than within 2 working days.

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5. LIABILITY FOR BREACHING THE TERMS AND CONDITIONS OF TRADEMARK

5.1 If the Buyer violates the Trademark use requirements set out in the GE General Terms and Conditions (including the requirements of the Guidelines), the Seller shall be entitled to demand a contractual penalty of EUR 1000 from the Buyer for each violation and demand termination of the breach. The right to claim liquidated damages does not preclude the Seller from claiming full compensation from the Buyer for the damage caused by the breach.

5.2 In case of repeated violation of GE General Terms and Conditions, including in case the Buyer does not eliminate the violation within the term specified in clause 4.4, the Seller shall be entitled to demand from the Buyer the contractual penalty provided for in clause 5.1 at twice the rate of each case of repeated violation.