

Standard Terms and Conditions of General Service of Enefit AS as the Seller appointed by Elektrilevi OÜ

Valid from January 1st 2022

1. ELECTRICITY SALES

1.1 These Standard Terms and Conditions of General Service (hereinafter referred to as the Standard Terms and Conditions) regulate the sales of electricity as a general service to small consumers (hereinafter referred to as the Buyer or the Party) connected to the Network Operator's power network, by Enefit AS (hereinafter referred to as the Seller or Party) appointed by Elektrilevi OÜ (hereinafter referred to as the Network Operator) as the general service provider.

1.2 Small consumer is a household consumer, an apartment association, a community of apartment owners, and a business consumer whose electrical installation is connected to the network through a low-voltage up to 63-amp main circuit breaker.

1.3 Under the general service, electricity can be purchased by a Buyer whose point of consumption has a valid network agreement, but who has not entered into an electricity contract for the purchase of electricity with any electricity seller.

1.4 Electricity sales under the general service begins on the day following the date of termination of the electricity contract entered into by the Buyer and ends on the day preceding the date of commencement of the supply of electricity on the basis of a new electricity contract entered into by the Buyer.

1.5 The Seller sells electricity to the Buyer only if the Network Operator and the Network Operator's power network enable the transmission of electricity, the Network Operator transmits electricity to the Buyer's point of connection, and if the Buyer has a network connection working in accordance with legislation and the network agreement.

1.6 The Standard Terms and Conditions apply to all network agreements in force on 01.01.2013 and later.

2. ELECTRICITY PRICE

2.1 The Seller sells and the Buyer buys electricity at the price established in accordance with the principle provided in the Electricity Market Act. The price of electricity is based on a kilowatt-hour, VAT is added to the price.

2.2 The Seller sells electricity at the basic price for a kilowatt-hour.

2.3 The Seller calculates the electricity price of the general service for a calendar month on the basis of the weighted average price of the hourly quantities of electricity sold under the general service and the hourly electricity prices published on the power exchange in that month. The Seller shall add justified costs related to the provision of the service and a reasonable business profit to the price of electricity sold under the general service.

2.4 The Seller shall publish the price of electricity sold under the general service together with the underlying data and calculation procedure, including the Seller's costs and profit margin, on its website www.energia.ee by the ninth day of the following month.

3. CALCULATION OF QUANTITIES OF ELECTRICITY AND BILLING

3.1 The Seller calculates the general service fee on the basis of the electricity consumption quantities measured by the Network Operator. If the Network Operator does not have measured data on the use of electricity by the Buyer in the previous calendar month, the Network Operator shall forecast the amount of electricity required for the provision of the general service on the basis of a consumption schedule. If the estimated quantity differs from the measured quantity once the exact data becomes clear, the Seller shall present the set-off on the bill of the next settlement period.

3.2 The settlement period – the period during which the Seller invoices the Buyer for the consumed electricity – is a calendar month. The Seller shall issue a bill to the Buyer by the 12th day of the calendar month following the settlement period. If the fee for the settlement period is smaller than the minimum invoice amount provided on the Seller's website, the Seller has the right not to issue a bill and to add the said amount to the next bill to be issued. However, if the Buyer requests so, the Seller shall issue the bill.

3.3 The Seller shall issue the bills to the Buyer either on paper or in digital form, as agreed.

3.4 If the Buyer has not received a bill from the Seller, taking into account the reasonable time required to send it, he/she must immediately notify the Seller.

3.5 If the Seller has not received a notice from the Buyer by the 20th day of the current month that the latter has not received a bill for the previous settlement period, it is assumed that the Buyer has received the bill on time and has no claims regarding the data presented on the bill.

4. PAYMENT

4.1 The Buyer shall pay the Seller for the electricity consumed and other charges set out in the Standard Terms and Conditions by the due date indicated on the bill, stating the reference number on the bill. The payment deadline is generally 14 days from the preparation of the bill.

4.2 The fee is considered to have been paid on the day the funds are transferred to the bank account of the Seller or the money is placed in the cash register of a partner of the Seller. The respective partners of the Seller are listed on the Seller's website.

4.3 Of the amount received, first covered are considered to be the costs incurred (e.g. legal costs), default interest, interest, and then the principal obligation. A principal obligation that has earlier become collectable is written off before a principal obligation that has become collectable later.

4.4 If the Buyer does not agree with the bill submitted by the Seller or only partially agrees with it, he/she shall notify the Seller thereof in accordance with the procedure set out in Clause 8.1 of the Standard Terms and Conditions immediately upon receipt of the bill, giving reasons for disagreement. If the Buyer accepts only part of the bill, payment shall be made for the part that is accepted. The Seller shall review the Buyer's petition and inform the Buyer about the results of the review within 10 days of receiving the notice. The Seller may set a later date for the payment of the bill. If the Buyer's petition turns out

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to be not substantiated, the Buyer shall pay the fee together with default interest.

4.5 The Buyer has the right to make advance payments. No interest is charged or paid on advance payments. Upon termination of the use of the general service in the absence of debt to the Seller, or at any other time at the request of the Buyer and in the absence of debt to the Seller, the Seller shall return the amounts paid in advance by the Buyer within 2 working days as of the submission of the petition by the Buyer. If it is necessary to record the reading of the metering system at the Buyer's point of consumption, the prepaid amounts shall be returned within 30 days as of the submission of the petition by the Buyer. This term does not apply if the reading cannot be recorded for reasons beyond the control of the Seller or the Network Operator. In cases not listed in this clause, the advance payment is kept to cover incurred and/or future liabilities.

5. LIABILITY FOR VIOLATION OF OBLIGATIONS

5.1 The Parties shall be liable for improper performance or non-performance of the obligations set forth in the Standard Terms and Conditions (violation of an obligation), including for the actions of persons whom they use in the exercise of their rights and obligations or who they authorize to do so.

5.2 A party shall not be liable for a violation of an obligation if it was due to force majeure. Force majeure is a circumstance beyond the control of the Party, and, proceeding from the principle of reasonability, it could not be expected from the Party that it would take such circumstance into consideration at the time of using or providing the general service, or avoid it, or overcome the impediment or its consequence.

5.3 A Party shall compensate the other Party for direct patrimonial damage caused by a violation of the obligations. Loss of revenue and non-patrimonial damage are not subject to compensation.

5.4 The Seller shall not be responsible for the quality of electricity and power outages in the electrical installations of both the Buyer and the Network Operator, as a result of which the electricity supply to the Buyer is disrupted or interrupted.

5.5 If the Buyer does not pay the bill by the due date, the Seller has the right to demand default interest of 0.20% per day from a corporate buyer and 0.066% per day from an individual buyer on the outstanding principal debt until full payment of all fees. The calculation of default interest starts on the day following the due date and ends on the day of receiving the fees (including).

5.6 If the Buyer has failed to pay the Seller the electricity sold under the general service, the Seller shall notify the Network Operator thereof, who has the right to disconnect the network connection of the Buyer's point of consumption pursuant to the procedure provided by law. While the network connection is interrupted, the Seller does not provide a general service to the Buyer.

5.7 The Buyer bears all responsibility for the damage caused to the Buyer and/or third parties due to non-performance of the obligations provided in Clause 8.3.

5.8 If the Buyer has failed to perform an obligation, the Seller has the right to assign the claim and/or transfer it to a third party for collection.

The Buyer is obliged to reimburse the Seller and/or a third party for the costs incurred in collecting the claim.

6. GUARANTEE FEE AND ADVANCE PAYMENT

6.1 The Seller has the right to demand an advance payment and/or a guarantee fee from the Buyer if:

6.1.1 The Buyer has been late in paying the fees for more than 10 days and more than 3 times in the last 12 months;

6.2 The Seller has reasonable doubts about the Buyer's solvency.

6.3 The amount of the guarantee fee may not exceed the fee for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar place of consumption for the last 12 months.

6.4 The amount of an advance payment may not exceed the fee for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar place of consumption for the last 12 months.

6.5 No interest shall be calculated or paid on the advance payment made on the basis of Clause 6.1; interest is calculated on the guarantee fee at the rate and pursuant to the procedure provided for in the guarantee fee agreement. The Seller has the right to keep the guarantee fee until the end of the use of the general service, but if the Buyer performs its obligations properly, the Seller shall return the guarantee fee no later than in 12 months after receiving the guarantee fee. If upon the termination of the use of the general service the Buyer has unfulfilled financial obligations to the Seller, the Seller shall cover the specified obligations with the guarantee fee to the extent of the guarantee fee, and the Buyer shall additionally perform the obligations not covered by the guarantee fee. If the Buyer has no obligations to the Seller upon termination of the use of the general service, the Seller shall return the guarantee fee together with the accrued interest to the Buyer within 30 days as of the termination of the use of the general service.

6.6 Detailed conditions concerning advance payments and the guarantee fee, if necessary, shall be provided in the advance payment and/or guarantee fee agreement to be concluded between the Buyer and the Seller.

7. MODIFICATION OF THE STANDARD TERMS AND CONDITIONS

7.1 The Seller has the right to unilaterally change the Standard Terms and Conditions or establish new standard terms and conditions pursuant to the procedure provided by law, if it is caused by:

7.1.1 changes in existing legislation or practices, technical or substantive developments in the relevant field or goods or services;

7.1.2 creating additional or better opportunities for the buyers to use the general service;

7.1.3 the need to specify the circumstances surrounding the provision or use of the general service.

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7.2 The Seller shall publish a corresponding notice on the modification of the Standard Terms and Conditions or the introduction of new ones on its website, and the Seller shall also publish a new full text of the Standard Terms and Conditions on its website.

7.3 The Seller shall notify the Buyer together with the bill at least 30 days before the proposed change in the Standard Terms and Conditions enters into force.

8. NOTIFICATIONS

8.1 Notices, consents, approvals and other declarations of intention shall be deemed to have been submitted and served if the declaration of intention has been communicated to the other party in oral, written, reproducible or digital form to the contact details reported to the other party for the provision of the general service, if a specific form has not been separately agreed in the Standard Terms and Conditions for the submission of the specific declaration of intention. An oral declaration of intention shall be deemed to have been submitted if it has been recorded by the Seller.

8.2 The Seller shall notify the Buyer on its website and in at least one national daily newspaper of any changes in its contact details.

8.3 The Buyer shall immediately notify the Seller of any change in its contact details at least in a form that can be reproduced in writing, or by calling the relevant telephone number disclosed by the Seller on its website.

9. TERMINATION OF GENERAL SERVICE

9.1 The provision of general service shall end:

9.1.1 if the supply of electricity to the Buyer begins in accordance with an electricity contract entered into with an electricity seller;

9.1.2 upon the termination of a corporate buyer;

9.1.3 upon termination of the network agreement.

9.2 In the event of the death of an individual buyer, electricity sales under the general service shall not cease, but shall be transferred to the Buyer's universal successor. Upon becoming aware of the death of the Buyer and provided that the Buyer's universal successor does not wish to purchase electricity under the general service, the Seller shall terminate the provision of the general service.

10. PROCESSING OF PERSONAL DATA

10.1 The Seller shall ensure the protection and processing of the personal data of an individual buyer in accordance with the procedure provided for in the Standard Terms and Conditions, in accordance with legislation and the "Principles of Processing Customer Data" published on the Seller's website.

10.2 The chief processor of the personal data of an individual buyer is Enefit AS (registry code 16130213, location Lelle 22, Tallinn 11318) and the processors authorized by the Seller. The names of authorized processors and their contact details are available on the Seller's website.

11. SETTLEMENT OF DISPUTES

11.1 Disagreements and disputes arising from the provision of the General Service shall be settled by the parties through negotiations, above all.

11.2 A party may submit a written complaint to the Competition Authority and/or the Consumer Protection Board against the actions or omissions of the other party which are in conflict with the Electricity Market Act or legislation established on the basis thereof.

11.3 In order to resolve disputes arising from the provision of general service, which the parties have not been able to resolve by agreement, an individual buyer may file a complaint with the Consumer Disputes Committee of the Consumer Protection Board on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

11.4 Disputes arising from the provision of general service, which the parties are unable to resolve by agreement, shall be settled in the local court of the Buyer on the basis of the legislation of the Republic of Estonia. If the Buyer settles abroad or transfers its place of business or registered office abroad after using the general service, or if the Buyer's place of business, residence or registered office is not known at the time of filing the action, the dispute shall be settled in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The foregoing shall not preclude the right of the parties to file an application in expedited payment order procedure in accordance with the jurisdiction provided for such proceedings.

12. CONTACT DETAILS OF THE SELLER

Seller's business name: Enefit AS
Registry code: 16130213
Address: Lelle 22, 11318 Tallinn
Information line: 777 4040
E-mail: teenindus@enefit.ee
Website: www.enefit.ee