

Standard Terms for the Construction of the Enefit AS Communications Network Customer Line

Valid from 16.09.2024

1. GENERAL PROVISIONS

1.1. The standard terms of services (hereinafter: standard terms) of Enefit AS (hereinafter: Enefit or service provider) are regulating the provision of services (hereinafter: service) by Enefit to the other contracting party (hereinafter: customer).

1.2. Enefit and/or the customer are hereinafter referred to as either party or parties.

1.3. These standard terms and the offer submitted by Enefit (in accordance with clause 3.1) constitute a contract between the parties (hereinafter: contract).

1.4. Enefit provides the services to the customer on the basis of a contract concluded between the parties in writing, orally or in a form reproducible in writing.

2. DEFINITIONS

The terms used in this document have the following meaning:

2.1.1 Service – at least one of the following services offered to the customer by Enefit:

2.1.2 Construction of the customer line's underground cable on the customer's registered immovable from the end point;

2.1.3 Construction of the customer line's overhead line above the customer's registered immovable from the end point;

2.1.4 Construction of the customer line's indoor lead-in (ie cable channel);

2.1.5 Laying the customer line along the passage prepared by the customer;

2.1.6 Making the necessary connections to the customer line.

2.2 The service does not include: indoor works with the customer's network devices (routers, TVs, other network or internet devices).

2.3 Customer – a person who wishes to use a public electronic communications service and submits to Enefit an application for the construction of a customer line for which a fee is charged and concludes or has concluded a

connection contract to be connected to the high-speed internet network.

2.4 Connection contract – a contract that the customer has concluded previously and the subject matter of which is the establishment of the necessary connection to a public electronic communications network.

2.5 Customer line – the physical connection between the end point of a fixed electronic communications network and an access point or other appropriate device.

2.6 End point – a physically determined point in a public electronic communications network where the customer has access or possibility to access a public electronic communications network. The location is usually at the border of the registered immovable or in its immediate vicinity in a connection box, which may be located on the post or in the soil. The end point is part of the service provider's access network.

2.7 Connection Point - the point of connecting the customer to the terminal equipment line.

2.8 Communications company - an electronic communications service provider that provides the customer with an electronic communications service.

3. PROVISION OF SERVICES

3.1. The customer submits a declaration of intent to Enefit to order the service, to which Enefit will send an offer in response. If the offer is suitable for the customer, the parties conclude the service contract in writing, orally or in a form reproducible in writing.

3.2. Enefit will provide the service at the time and by the due date agreed with the customer.

3.3. Enefit may use subcontractors in the provision of the services.

3.4. The provided service is deemed to have been delivered to the customer at the moment the parties have signed the instrument of delivery and acceptance.

3.5. If the customer discovers deficiencies in the services performed, the customer has the right to submit a complaint to Enefit before signing the instrument of delivery and acceptance. Enefit undertakes to eliminate the deficiencies stated in the claim within a reasonable time.

3.6. Enefit submits the instrument of delivery and acceptance to the customer for re-signing after the deficiencies have been eliminated.

3.7. If the customer has not signed the instrument of delivery and acceptance within three business days after the submission of the instrument of delivery and acceptance by Enefit and the customer has not submitted any complaints to Enefit regarding the provided services, the service provided is deemed to have been delivered to the customer.

4. SERVICE FEES AND THE PROCEDURE FOR THEIR PAYMENT

4.1. The customer pays for the selected service(s) in accordance with the offer submitted by Enefit and/or the terms set out in the contract. Unless otherwise indicated in the offer, the customer will pay after the completion of the work and delivery of the works to the customer.

4.2. Enefit submits to the customer a final invoice for the provision of the service after the delivery of the work performed in the course of providing the service to the customer. The customer pays for the service by the due date indicated on the invoice, citing the reference number on the invoice.

4.3. The fee is considered to have been paid on the day when it is transferred to the Enefit bank account.

5. LIABILITY

5.1. The parties are liable for improper performance or failure to perform the obligations (hereinafter: breach of obligations). The parties shall not be liable for breach of obligation if the breach is excusable.

5.2. If the customer delays the payment of the invoice, Enefit has the right to claim:

5.2.1. from a customer who is a legal person interest on late payment in the amount of 0.2% of the amount due for each day of delay until the amount due is paid in full;

5.2.2. from a customer who is a natural person interest on late payment in the amount of 0.066% of the amount due

for each day of delay until the amount due is paid in full. The interest on late payment will be calculated from the day following the due date and will end on the day of payment of the owed amount (included).

5.3. The party compensates the other party for the direct proprietary damage caused by a breach of the obligations incurred in the course of providing the service. Non-proprietary damage and loss of revenue and are not subject to compensation.

5.4. Enefit can ensure the proper fulfilment of its obligations if it obtains the permits, approvals necessary for providing the service and/or the land use agreements necessary for construction.

5.5. Upon a breach of obligations arising in the course of providing the service, a party may use separately or together all legal remedies arising from law or the standard terms.

6. AMENDMENT OF THE CONTRACT

6.1. The contract may be amended by agreement between the parties, as well as on other grounds, in writing or in a format that can be reproduced in writing, as provided for in the contract or the standard terms and conditions.

6.2. The service provider has the right to unilaterally change the technical solution for the provision of the service by notifying the customer thereof in accordance with the provisions of the standard terms and conditions.

6.3. The service provider has the right to unilaterally amend these standard terms at any time. The service provider must publish a corresponding notice regarding the amendment of the standard conditions on its website. If the customer's existing rights or obligations are changed by amending the standard terms and conditions, the service provider should notify the customer in the manner provided for in clause 8.1 at least one (1) month before the amendments to the standard terms enter into force. If the provisions are changed to a disadvantage for the customer upon amendment of the standard terms, the customer has the right to cancel the contract by notifying the service provider thereof in the manner provided for in clause 8.1 at least two (2) weeks before the amendments enter into force. The cancellation of the contract does not release the customer from the obligation to perform the obligations arising from the contract until the cancellation thereof, whereas the current standard terms and conditions will apply to the

customer with regard to the performance of these obligations.

7. TERMINATION OF CONTRACT

7.1. A customer who is a natural person has the right to withdraw from the service contract without giving a reason within 14 days from the conclusion of the service provision contract. If the customer withdraws from the service contract, Enefit has have the right to claim compensation from the customer for the expenses incurred for the provision of the service.

7.2. Upon withdrawal from the contract in the case provided for in clause 6.1, the customer submits a corresponding application by email to the address teenindus@enefit.ee.

7.3. Enefit has the right to terminate the service contract if the service cannot be provided or if the customer has delayed the payment of the contractual charge for more than 30 days or has been in material breach of other obligations set out in the contract or legislation and has not eliminated the breach within the additional time limit given by Enefit. Enefit shall notifies the customer of the termination of the service contract by sending a corresponding application in a form reproducible in writing to the customer's contact email address.

8. NOTIFICATION

8.1. Enefit publishes information about the standard terms on its website and via the Enefit customer service line 777 4040.

8.2. The parties notify each other within a reasonable period of time of any circumstances which impede the proper performance of the obligations, including the provision of the service.

8.3. Enefit's contact addresses are provided on the website.

8.4. The customer notifies of any changes in the customer's contact details related to the provision of the service via the contact details provided on Enefit's website.

9. FINAL PROVISIONS

9.1. The parties declare that by concluding the service contract they have not violated any provision of law, rules or regulation, or other legislation applicable to them, or any of the obligations assumed by them under previously concluded contracts and agreements, and that they have the necessary authorisations, licences and competence to

enter into the service contract under the terms and conditions and procedure stipulated herein.

9.2. If a provision of the service contract is found to be void in whole or in part due to non-compliance with the legislation of the Republic of Estonia, the validity of the remaining provisions or parts thereof will not be affected. The parties must do their utmost to replace the invalid provision with a valid provision, which corresponds to the content and purpose of the contract.

9.3. With regard to the requirements not provided for in the service contract, the service being provided must adhere to the requirements usually prescribed to similar services and/or enable the customer to achieve the objective of the service contract and be of reasonable but not lower than average quality taking into account the circumstances.

9.4. If a party is forced to incur expenses (including expenses for the assignment of the right of claim) in order to recover the debt from the other party, the other party undertakes to reimburse all expenses incurred in recovering the debt. Of the amounts paid to cover the debt, first the interest on late payment is deemed to have been paid, then the expenses related to collecting the debt (including legal costs) and finally the principal debt.

9.5. The customer's personal data, including personal identification code, amount of debt, start and end date of the debt, and other information necessary for processing the debt may be published in the Payment Default Register if the service contract has been breached.

9.6. Enefit processes the customer's personal data in accordance with Enefit's policy on customer data processing, which is available on Enefit's website www.enefit.ee.

9.7. All disputes arising from the service contract will be resolved by the parties through negotiation.

9.8. To resolve disputes arising from the service contract which the parties have not been able to settle by agreement, a customer who is a natural person may file a complaint with the Consumer Disputes Committee operating at the Consumer Protection and Technical Regulatory Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

9.9. Disputes arising from the service contract, which the parties are unable to resolve by agreement of the parties,



are resolved in the court of the customer's place of residence or seat on the basis of the legislation of the Republic of Estonia. If, after entering into the service contract, the customer settles abroad or transfers its place of business or registered office abroad or if the customer's place of business, residence or registered office is not known at the time of filing the action, the dispute will be settled in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The aforementioned does not preclude the right of the parties to submit an application for an expedited payment order procedure in accordance with the jurisdiction provided for such proceedings.

9.10. Enefit keeps the information obtained during the execution of works confidential and will not disclose information to third parties without the customer's permission, except in cases provided for by legislation, in other justified cases (incl. submission of information to the Estonian Consumer Protection and Technical Regulatory Authority and the Estonian Accreditation Centre), and in cases where the customer has already disclosed the information.