

Standard terms for the provision of energy saving services by Enefit AS

Valid from 5 November 2024

1. DEFINITIONS

The terms used in the standard terms for the provision of energy saving services by Enefit AS (hereinafter referred to as the standard terms) have the following meanings:

- 1.1 energy saving services — energy audit, energy performance certificate (KEK and ETA certificates) and thermal inspection.
- 1.2 energy audit – an analysis of the energy use of a building based on measurements and collected data, carried out by an undertaking performing energy audits. The energy audit identifies the use of energy in a building or a part of the building that can be used separately with controlled indoor climate, provides an overview of the building's technical condition and energy losses and possible measures to save energy and improve the indoor climate in the building. Based on the collected data, an energy audit report is prepared, which includes an analysis of measurements and collected data, as well as packages of measures to improve the condition of the building. The packages of measures will be highlighted together with the amounts of possible energy savings, the costs of a simple investment and payback times.
- 1.3 energy performance certificate – a document prepared and issued to an existing building with indoor climate control certifying the actual energy consumption of that building based on measured or estimated energy use data. An energy performance certificate may be issued by an undertaking issuing energy performance certificates or carrying out energy audits.
 - 1.3.1 weighted specific use of energy (KEK) – annual energy use multiplied by energy carrier conversion factors based on actual consumption data. The KEK certificate is valid for 10 years.
 - 1.3.2 energy performance indicator (ETA) – the calculated total weighted specific use of delivered energy consumed in the course of standard use of the building. The ETA certificate is prepared for a new building and a building undergoing major reconstruction (no consumption data available). The ETA certificate is valid for 2 years.
- 1.4 thermal inspection — a method of visualizing the temperatures of surfaces. Images taken with a thermal imaging camera during thermal inspection make it possible to determine the temperature differences of a larger surface as well as the temperature of a specific point. Based on the thermal imaging performed, a report is prepared, which includes the thermal images together with comments, analysis and recommendations for subsequent actions to improve the situation.
- 1.5 order – a document on the service provider's template, the data of which are the basis for the provision of energy saving services and which the customer or their authorised representative submits in a completed form and signed to the service provider for ordering energy saving services. The order must be signed either before the inspection or at the time of inspection of the building.
- 1.6 inspection of building — the visual examination by the building's energy auditor or issuer of the energy performance certificate of the outer envelope and utility systems of the customer's building or part of the building that can be used separately, carrying out the necessary measurements, photographing the building, taking thermal images in the event of a thermal inspection, interviewing the customer or their representative and, if necessary, asking for a signature on the order.

2. GENERAL PROVISIONS

- 2.1 The standard terms govern the provision of energy saving services by Enefit AS (hereinafter: service provider or party) to a private or business customer (hereinafter: customer or party).
- 2.2 The service provider provides the customer with the service of preparing and issuing documents for energy saving services.
- 2.3 The service provider hereby informs that it processes the customer's personal data necessary to ensure the provision of the service. A customer who is a natural person provides the service provider, and third parties used by the service provider for exercising the rights and performing the obligations provided for in the agreement, and to persons to whom the service provider has assigned the claims arising from the agreement against the buyer (including providers of printing and mailing services for the preparation and transmission of invoices and providers of banking and debt collection services), the consent for the processing of the customer's personal data (including personal identification code, first and last name, volume and cost of consumption of services, debt obligations, customer address indicated in the agreement) indicated in the agreement and obtained during the execution of the agreement for the purpose of performing the agreement. These personal data are available in the payment default register of AS Krediidinfo for up to 3 (three) years from the execution of the agreement by the customer.
- 2.4 Upon processing the customer's personal data, the service provider complies with the requirements arising from legislation.
- 2.5 The service provider may send to the customer information of a third party who is a cooperation partner, including advertising, if it has obtained the corresponding consent from the customer. By providing the service provider with the customer's contact details (including postal address or email address, telephone number), the customer has given their consent accordingly. The customer has the right to withdraw the consent referred to in this clause at any time.
- 2.6 By signing the order, the customer confirms of having been given sufficient opportunity to familiarize themselves with the energy saving services, including the standard terms and the contents of the price list, and of having read them, understood them and agrees to the terms of provision of the service.

3. TERMS OF AND PROCEDURE FOR THE PROVISION OF SERVICES

- 3.1 The service provider conducts an inspection of the building in the presence of the customer at the agreed time between the parties.
- 3.2 After the inspection of the building, the service provider draws up the service document(s), taking into account the requirements arising from legislation. The preparation of documents for energy saving services takes up to 4 weeks after the inspection of the building and receipt of all the necessary data for the preparation of the energy audit report from the customer. Upon ordering an energy performance certificate only, it takes up to 2 business days after the inspection of the building to prepare the documents for the energy performance certificate. Upon ordering a thermal inspection only, it takes up to 15 business days after the inspection of the building to prepare a thermal inspection report. The

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service provider has the right to extend these time limits if, in the course of the provision of the service, circumstances arise that the service provider could not take into account or upon the occurrence of situations specified in clause 4.

- 3.3 The service provider submits to the customer the documents for the service ordered no later than the business day following the time limit referred to in clause 3.2. Upon ordering an energy performance certificate, the service provider will enter the energy performance certificate data in the Register of Construction Works in accordance with the conditions set out in legislation.
- 3.4 The customer pays for the service on the basis of an invoice issued by the service provider within 14 days from the date of issue of the invoice.
- 3.5 Upon the occurrence of conditions preventing the provision of the service (see clause 4), the service provider must notify the customer of these conditions at the first opportunity.

4. CONDITIONS PREVENTING THE PROVISION OF THE SERVICE

- 4.1 Conditions preventing the performance of an energy audit:
 - 4.1.1 The energy audit (inspection of the building) is to be performed at a time when the indoor climate in the building is not being controlled (there is no active heating period), ie the indoor climate of the building is influenced only by outdoor conditions.
 - 4.1.2 The conditions preventing the provision of the service as specified in clause 4.1.1 do not apply to buildings where indoor temperature is controlled throughout the year.
- 4.2 Conditions preventing the performance of a thermal inspection:
 - 4.2.1 at the time of thermal imaging, the difference between the outdoor and indoor temperature of the building is less than 15°C;
 - 4.2.2 during thermal imaging, the exterior wall of the building is wet from rain;
 - 4.2.3 during thermal imaging, the exterior wall of the building is exposed to direct sunlight;
 - 4.2.4 thermal imaging is performed during the thermal inspection if the conditions preventing the provision of the service as specified in clauses 4.2.1. to 4.2.3 have been eliminated.

5. ENERGY PERFORMANCE REQUIREMENTS DO NOT APPLY

- 5.1 The customer who signed the order is aware that according to the Building Code which entered into force on 18 October 2024, the requirements for the energy performance of buildings do not apply to the following buildings:
 - 5.1.1 buildings that, according to the relevant comprehensive spatial plan or detailed spatial plan, are situated within a built-up area of cultural and historical value or have been recognised as a valuable monument, or buildings which, under the Heritage Conservation Act, have been designated as monuments, are situated in a heritage conservation area or included in the UNESCO World Heritage List and in which compliance with the minimum requirements for energy performance would significantly alter the building's nature or appearance;

5.1.2 buildings that are mainly used as places of worship or for religious activities;

5.1.3 temporary buildings whose useful life is two years or less, industrial sites, workshops and non-residential agricultural buildings with low energy demand;

5.1.4 residential buildings which are either intended to be used during less than four months of the year or have an alternatively limited period of annual use and whose expected energy consumption is less than 25 per cent of the energy consumption corresponding to year-round use;

5.1.5 buildings whose enclosed net floor area does not exceed 50 m².

6. ORGANISATION OF INSPECTION OF THE BUILDING

- 6.1 By inspecting a building under energy audit, the service provider:
 - 6.1.1 examines the envelope elements and utility systems of the building and, if necessary, measures their dimensions;
 - 6.1.2 measures the indoor climate of the building (usually, indoor temperature and humidity, and if necessary, the dimensions of the building);
 - 6.1.3 examines the documentation on the construction and renovation works of the building;
 - 6.1.4 interviews the customer and, if possible, also some users of the building;
 - 6.1.5 photographs the building and its utility systems.
- 6.2 By inspecting a building for which an energy performance certificate is to be issued, the service provider:
 - 6.2.1 examines the envelope elements and utility systems of the building;
 - 6.2.2 interviews the customer;
 - 6.2.3 photographs the building.
- 6.3 By inspecting a building under thermal inspection, the service provider:
 - 6.3.1 examines the envelope elements and, if necessary, utility systems of the building;
 - 6.3.2 interviews the customer;
 - 6.3.3 takes thermal pictures of the building and regular photos of the same objects.

7. PAYMENT FOR SERVICES

- 7.1 The customer pays the service provider for the service according to the quotation submitted by the service provider. However, for only ordering an energy performance certificate, payment is made according to the price list on the service provider's website. If the customer has debts to the service provider under other contracts concluded with the latter, the service provider has the right to request an advance payment of 100% for the provision of the service.
- 7.2 The service provider submits to the customer an invoice for the provision of the service in paper or electronic form by the 10th day of the month following the submission of the documents specified in clause 3.3. The payment term of the invoice is 14 days from the date the invoice was issued. The invoice submitted by the service provider is deemed to have been received by the customer if it has been sent to the customer's contact address indicated in the order and 5 days have passed since the invoice was issued.

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7.3 The customer pays the service fee by the payment date indicated on the invoice, citing the reference number on the invoice.

7.4 The invoice is deemed to be paid from the day the service fee is received in the service provider's bank account.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1 The service provider is obliged to perform all the services ordered by the customer in full and on the basis of the terms and conditions and procedure specified in clause 3.

8.2 The customer is obliged to pay for the service by the due date indicated on the invoice.

8.3 The customer notifies the service provider of the desire to change the agreed time of the inspection of the building and agrees a new time at least 1 (one) business day before the inspection is carried out.

8.4 Upon the performance of a building inspection, the customer must arrive on time, with a maximum delay of 30 minutes being allowed, and provide the service provider with access to the building's utility systems and outer envelope in need of inspection.

9. LIABILITY

9.1 If the customer fails to pay the invoice on time, the service provider has the right to claim from the customer an interest on late payment on the outstanding principal amount, which is of 0.20% per day for legal persons and 0.07% per day for natural persons, until the full receipt of all fees. The interest on late payment will be calculated from the day following the due date of payment and will end on the day of receipt of the fees (included).

9.2 The service provider will perform properly the obligations it has assumed if the customer performs properly all the obligations specified in clauses 8.2 to 8.4.

9.3 The parties are liable for improper performance or non-performance of the obligations (hereinafter: breach of obligations), including for the actions of persons they use to exercise their rights and perform obligations or who they authorise to do so. 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. Loss of revenue is not subject to compensation. The parties shall not be liable for breach of obligation if the breach is excusable.

9.4 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. Limitation of liability is not allowed in cases provided for by law or if damage is caused intentionally or due to gross negligence.

9.5 If the invoice is not paid by the payment date, the submitter of the invoice has the right to send to the customer a reminder letter at the price specified in the price list.

10. NOTIFICATION

10.1 The service provider publishes information about energy saving services and the price list on the service provider's website <https://www.enefit.ee>, in the customer

service and on the information hotline.

10.2 The parties notify each other within a reasonable period of time in writing or in a form reproducible in writing of any circumstances which impede the proper performance of the obligations.

10.3 Changes in the contact address details of the service provider or its representative are notified by the service provider on its website and during the period of providing the service to the customer at the email address indicated by the customer in the order.

10.4 The customer notifies the service provider of any changes in the contact details provided under the provision of the service by email or in writing. The customer bears full liability for the damage caused to the customer by failure to fulfil this obligation.

11. CANCELLATION OF SERVICES

11.1 The customer may cancel the ordered service and terminate the contract unilaterally before the service provider has submitted an invoice, by notifying the service provider thereof in writing or in a form reproducible in writing. Upon cancelling the service, the customer pays the service provider the costs incurred for the provision of the service, but not more than the total cost of the service.

11.2 The service provider may unilaterally terminate the provision of the service if the provision of the service has become impossible for reasons beyond the control of the service provider (impossibility of performance) and the impossibility of performance has lasted for at least 2 months.

12. RESOLUTION OF DISAGREEMENTS

12.1 Disagreements and disputes related to the provision of the service are to be resolved by the parties primarily through negotiations.

12.2 Disputes arising out of the contract that the parties cannot resolve by agreement of the parties are to be resolved in a court where the customer is domiciled. If, after concluding the 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 parties have agreed to resolve the dispute in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The aforementioned agreements do 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.