

## **Standardised terms and conditions of Imatra Elekter AS network contract for consumers**

### **1. GENERAL PROVISIONS**

- 1.1. These standardised terms and conditions for network contracts (hereinafter “Terms”) with Imatra Elekter AS (hereinafter “network operator” or “party”) govern the provision of the network services to residential and business consumers (hereinafter “consumer” or “party”).
- 1.2. The Terms do not govern sale of electricity to the consumer.
- 1.3. Sale of electricity to the consumer by the network operator as a universal service or provision of open supply in the event of interruption of open supply shall be governed by the relevant standardised terms posted on the network operator’s website. The network operator may use any of the data related to the metering point and consumer set forth in the network contract for the purpose of ensuring provision of universal service to the consumer or, in case of interruption of open supply, providing open supply on the basis of the said terms.
- 1.4. The network operator shall adhere to the principle of equal treatment of consumers and, with regard to processing consumer’s data on consumption, the obligation of confidentiality in accordance with procedure set forth in legal acts.

### **2. TERMS AND DEFINITIONS**

- 2.1. In the network contract, Terms and price list, terms shall have the meanings accorded to them in the Electricity Market Act and acts established thereunder, unless stemming otherwise from the Terms.
- 2.2. The following phrases are defined as follows:
  - 2.2.1. basic transmission rate – fee for transmitting electricity (unit of measurement cents/kWh);
  - 2.2.2. daytime transmission rate – fee for transmitting electricity from Monday to Friday from 7:00-23:00 standard time, in summertime from 8:00-24:00 (unit of measurement cents/kWh);
  - 2.2.3. night-time transmission rate – price of electricity from Monday to Friday from 23:00-7:00 standard time, and from 24:00-8:00 during summer time, and 24 hours a day on Saturdays and Sundays (unit of measurement – cents/kWh);
  - 2.2.4. EIC codes – unique identifier of the market participant or metering point, on the basis of which exchange of data related to the market participant or metering point takes place, including exchange of data necessary for a change of electricity seller;
  - 2.2.5. electricity interruption – partial or total interruption of supply of electricity in the network operator’s network, consumer’s connection point and/or metering point and/or electrical system or a limitation of the capacity of network connection, which may be accompanied by interruption in the network connection as well;
  - 2.2.6. remote-read meter – metering device which records data on quantities of electricity and transmits them regularly to the network operator;
  - 2.2.7. compliant generating equipment – electrical installation designed for generating electricity, conforming to the technical rules and standards set forth in legal acts;
  - 2.2.8. network fees – fees, specified in the network operator’s price list, which the network operator may charge the consumer for on the basis of legal acts, network contract or the Terms;
  - 2.2.9. network services – enabling of use of network connection at the connection point, transmission of electricity to the connection point; in a case agreed upon in the network contract, transmission of electricity starting from the connection point, installation of an as-required meter for

measuring or determining the quantities of electricity transmitted over the network, measuring or determining the quantities of electricity and volume of network services at the metering point, collecting and processing meter data, provision of additional services;

2.2.10. provision of network services at metering point – provision of network services at a metering point agreed upon between the network operator and consumer and located in the electrical system within a building connected to the connection point, and which does not match the connection point's location – e.g. an apartment's metering point in an apartment building;

2.2.11. network connection capacity – maximum capacity for use of the network connection agreed upon between the parties or the nominal or actual current separately for consumption of electricity and feed-in to the network. The capacity of the network connection shall be considered to be in the direction of consumption from the network, unless otherwise agreed.

2.2.12. network connection rating – hourly average metered or calculated active capacity (measurement unit – kW (kilowatt)) separately in the direction of consumption from and feed-in to the network.

### **3. PROVISION OF NETWORK SERVICES AND QUALITY REQUIREMENTS**

3.1. The network operator shall provide consumers with network services on the conditions and in accordance with the procedure set forth in legal acts, the network contract and the Terms. If requested, the network operator shall provide the consumer with additional information on network services and network fees and shall publish the said information on its website.

3.2. The quality requirements for network service and terms and conditions for reducing network fees in the event of violation of quality requirements are set forth in the regulation of the Minister of Economic Affairs and Communications, "Quality requirements for network services and terms and conditions for reducing network fees in the event of violation of quality requirements."

3.3. The network operator shall not be liable for voltage quality or electricity interruptions in the consumer's segment of the electrical system beyond the connection point.

3.4. The technical conditions for provision of network connection and network services shall be established by the network operator.

3.5. The capacity of the network connection may be changed only upon written agreement between the parties. The consumer may not exceed the capacity of the network connection.

3.6. If a central meter unit exists or is installed in a building, the network operator may, providing advance notice to the consumer, transfer the building's metering points to the building's central metering unit. In such a case, the network contract shall be considered to have been amended with regard to the location of the metering point upon receipt of the notice of change of metering point and no separate agreement for amending the network contract is required.

3.7. If a connection circuit box is installed at the metering point, the network operator may, with advance notice provided to the consumer, unify the location of the metering point and the connection point. In such a case, the network contract shall be considered to have been amended with regard to the location of the metering point upon receipt of the notice of change of metering point and no separate agreement for amending the network contract is required.

3.8. In conditions where a consumer is using compliant generating equipment to generate electricity for its own use, the consumer shall agree on the network contract in advance with the network operator. Generating equipment connected to the consumer's electrical system (including backup or power supply generating) must be equipped with the required automatic isolating

systems.

3.9. The network operator has the right to refuse to provide network services in cases set forth in legal acts; the network operator must provide the consumer with a reason for its refusal.

#### **4. REQUIREMENTS FOR ELECTRICAL SYSTEMS, ELECTRICITY AND METERING EQUIPMENT**

4.1. For the purpose of performing the network contract as required, the parties shall ensure the electrical systems in their ownership or possession conform to the legal acts, standards and technical rules and norms.

4.2. The parties shall maintain and use their electrical systems so that they do not cause disruptions in the electrical system or impair distribution of electricity. The parties shall use the electrical systems and equipment so that adverse effects or disruptions inconsistent with legal acts or rules are not caused to other persons' electrical systems, electrical or metering devices.

4.3. The consumer shall ensure, within 5 (five) business days of receiving notice from the network operator, access to network operator electrical systems, electrical and metering devices located in the possession of the consumer. In the case of disruptions and problems posing a risk to the operation of the distribution grid, the consumer shall ensure the possibility of inspection of the network operator's electrical installations located in its possession at the first opportunity and no later than within 24 hours.

4.4. Persons specified on a list provided in advance, who hold sufficient qualifications and who are authorised by the consumer, shall have the right to verify, during daytime hours, the consumer's electrical installations in the network operator's substation, provided that the network operator is notified of such a desire in writing at least 5 (five) working days in advance.

4.5. If upon verification of the metering device, it becomes evident that the error in the metering device is greater than allowable, the party has the right to demand that the volume of network services be recalculated for as much as 1 (one) year retroactively. The expenses on verification of the metering device shall be paid by the consumer solely if the verification was performed at the request of the consumer and the verification failed to disclose a greater than allowable error in the metering device.

4.6. The consumer can protect its electrical devices from power surges potentially stemming from thunderstorms by installing a multilevel power surge protective device.

4.7. Rapid changes in voltage that may occur in the electrical network, including depressions in power voltage that may cause disruptions in the operation of the consumer's electrical devices and appliances or cause damage to electrical equipment and appliances. The consumer can protect its electrical devices from voltage changes by installing in its electrical system the relevant protection or additional devices. Information on prevention of damage is available on the network operator's website.

4.8. In the cases specified in clauses 4.6 and 4.7, the network operator shall not compensate the consumer for losses due to damage to electrical equipment or appliances.

#### **5. ELECTRICITY INTERRUPTIONS**

5.1. The network operator has the right to effect, in accordance with procedure set forth in legal acts, electricity interruptions in the network and/or at the connection point and/or metering point in the following cases:

5.1.1. in emergency situations or in case of a malfunction;

- 5.1.2. if the consumer's electrical system or maintenance or use thereof is not in conformity with the requirements of legal acts, network contract, the Terms or the technical conditions required by the network operator;
  - 5.1.3. If the consumer exceeds the capacity of the network connection;
  - 5.1.4. if the consumer has, without legal basis, performed switching operations in the network operator's electrical system;
  - 5.1.5. in case of an limitation of consumption in an emergency, on conditions set forth in legal acts;
  - 5.1.6. in the event of Force majeure;
  - 5.1.7. in case of material violation by the consumer of the conditions set forth in the network contract or electricity contract or the conditions for the open supply or universal service provided by the network operator, including in the case of indebtedness;
  - 5.1.8. in the case of illegal consumption of electricity or illegal use of network services, including in the absence of a network contract, except in a case where the network operator and the electricity seller regularly invoice the consumer for the network service and electricity consumed and the consumer has paid the invoices on time;
  - 5.1.9. for performing construction, renovation or maintenance work in the grid;
  - 5.1.10. at the request of the consumer, with the electricity interruption paid for on the basis of the price list;
  - 5.1.11. on other grounds set forth in legal acts.
- 5.2. If the electricity interruption occurred due to a reason owing to the consumer, the network operator shall restore the power supply when the consumer has eliminated the circumstance on which the electricity interruption was based and has compensated the network operator for justified expenses related to the electricity interruption and restoration of network connection.
  - 5.3. An electricity interruption, including limitation of network capacity, shall not release the consumer from the obligation to pay network fees, unless stemming otherwise from legal acts.
  - 5.4. The consumer may not restore a network connection interrupted by the network operator.

## **6. METERING**

- 6.1. The volume of electricity transmitted and the volume of network service shall be measured or determined, and the metering device processed by, the network operator in accordance with procedure set forth in legal acts and/or Terms and/or the network contract.
- 6.2. If there are problems in the transmission of remote-read metering data and they do not reach the network operator on time, the network operator may present invoices based on projected quantities. If the meter has recorded the quantities, the consumer shall pay based on the actual meter data.
- 6.3. The network operator shall not install in the metering point a metering device if the consumer has a single-phase electrical system rated at 50 W or less and the consumer does not desire installation of a metering device. The quantity of electricity transmitted and the volume of network service shall be measured or determined by the network operator on the basis of 50 W rating and hours of use and the consumer shall pay the basic transmission rate for network services.
- 6.4. If the consumer has a low-voltage main circuit breaker with over 63 A rated current or medium voltage and reactive energy metering device has been installed at the metering point, the consumer shall pay for the reactive energy consumed and/or fed into the grid during the billing period pursuant to the network operator's price list.

6.5. The procedure for determining the amounts of illegally used electricity and network service and determining the value of illegally used electricity and network services is set forth by Minister of Economic Affairs and Communications regulation.

6.6. In case electricity was consumed but not measured by a compliant metering device due to reasons independent of the consumer, the network operator shall determine the quantity of electricity and volume of network services on the basis of the rated voltage of the network connection, the rated current and coefficient of performance of the circuit breaker, and the period during which the electricity was consumed. The quantity of electricity transmitted and the volume of network services shall be determined using this method starting from the conclusion of the network contract or the last technical inspection of the metering device until the restoration of metering as required, but for not more than 1 (one) year retroactively.

6.7. The collection of meter readings from a metering device shall not be considered technical inspection of the metering point or metering device.

6.8. If the quantity of electricity transmitted and the volume of network service rendered is measured on the consumer side of the connection point, the mathematically determined losses shall be added on to the quantities and volumes measured. If the quantity of electricity transmitted and the volume of network service rendered is measured on the network operator side of the connection point, the mathematically determined losses shall be subtracted from the quantities and volumes measured. The network operator has the right to bill the difference between quantities to either the consumer who entered into the network contract with regard to the connection point, to the administrator of the interior electrical system and/or proportionally to the consumers connected to the connection point and/or metering point.

6.9. The network operator shall publish on its website information on how the consumer can access its consumption data, and shall present, at the request of the consumer, the consumption data to the consumer free of charge in accordance with procedure set forth in legal acts.

6.10. The network operator shall report, in accordance with procedure set forth in legal acts, consumption data to the electricity seller selling electricity to the consumer at the metering point.

## **7. FEES AND SETTLEMENT**

7.1. The consumer shall pay network fees, other fees related to provision of network services and state duties (taxes, fees) procedure set forth and in the extent in legal acts, the network contract, the Terms, and price lists.

7.2. The settlement period is 1 (one) calendar month.

7.3. Depending on the quantity of electricity transmitted to the consumer and the volume of network service, the network operator has the right to change the length of the billing period. The network operator shall send the consumer a notice to that effect within 2 (two) weeks before the change in the length of the billing cycle. In such a case, the network contract shall be considered to have been amended with regard to the length of the billing period upon receipt of the notice of change of billing period and no separate agreement for amending the network contract is required.

7.4. The invoice shall be issued to the consumer either in hard copy or electronically and it must be paid by the payment due date specified on the invoice. The payment shall be considered paid on the day on which it is received by the network operator.

7.5. The network operator has the right to postpone preparation and presentation of invoice to the consumer for as long as the amount on the invoice is smaller than the minimum invoice sum

published on the network operator's website, and to present the invoice only once it exceeds the minimum sum.

7.6. If there are problems in the transmission of remote-read metering data and they do not reach the network operator on time, the network operator may present invoices based on projected quantities. If the meter has recorded the quantities, the consumer shall pay based on the actual meter data.

7.7. Of the amount received, first the accessory obligations (network operator's expenditures, fines for delay, late interest, contractual penalties, state duties) shall be considered paid), second the principal obligations arising from provision of universal service by the network operator to the consumer or, upon interruption of open supply, open supply, and third, the principal obligations arising from the network contract and provision of network services. Principal obligations that have fallen due shall be extinguished in the order in which the obligations fell due.

7.8. If the consumer fails to pay the invoice by the due date, the network operator has the right to charge the consumer a fine for delay of 0.06% per day until all payments specified on the invoice are received in full. Assessment of the fine for delay shall begin on the day after the due date and shall cease on the day on which the payment is received in full.

7.9. The network operator has the right to request that the consumer make a prepayment, not to exceed the fee for 2 (two) billing periods determined on the basis of the consumption of electricity in the last 12 (twelve) months, if the consumer:

7.9.1. has an indebtedness with regard to paying fees arising from the network contract or provision of universal service or paying for open supply provided by the network operator in case of interruption of the open supply chain or

7.9.2. the consumer has consumed electricity and/or used network services illegally.

7.10. The prepayment shall be refunded to the consumer upon expiry of the network contract once all of the consumer's obligations to the network operator have been discharged as required.

7.11. If the consumer has made a prepayment to the network operator at its own initiative, the network operator has no obligation to pay interest on the prepayment. Upon desire of the consumer, the network operator shall consider the prepayment as credit toward future invoices or shall refund the prepayment to the consumer.

7.12. The network operator shall not pay the consumer interest on the prepayment.

7.13. The service plan selected by the consumer shall enter into force on the date agreed upon between the parties.

7.14. If the network operator changes its price list and the consumer does not express to the network operator, by the entry into force of the price list changes, a desire in this connection to switch to a different service plan, the network operator shall change the consumer's service plan to the one it deems to have the conditions most similar to the existing one. If the consumer does not accept the network operator's replacement of service plan, the consumer has the right to choose a new service plan. The new service plan shall enter into force in the billing period following the consumer's selection.

7.15. The network operator has the right to charge the consumer a fee for changing service plan in the cases and extent set forth in the price list.

## **8. VALIDITY OF NETWORK CONTRACT, THE TERMS AND THE PRICE LIST**

8.1. The network contract shall enter into force at the time agreed upon in the network contract.

The network contract may be either with or without a specified term. This distinction shall either be agreed upon in the network contract.

8.2. The Terms and the network operator's price list shall apply to all network contracts either already in effect or yet to be concluded, irrespective of whether they are annexed directly to the network contract or not.

8.3. The network contract shall expire:

8.3.1. in the case of a network contract entered into for a specified term, if one party notifies the other party in writing of the cancellation of the network contract at least 1 (one) month before the expiry of the network contract; if neither party submits a notice timely, the network contract shall be considered to be extended for the same term and on the same conditions;

8.3.2. by written agreement between the Parties;

8.3.3. upon cancellation of the network contract on the grounds and in accordance with procedure set forth in legal acts, network contract and the Terms;

8.3.4. upon dissolution of the business consumer;

8.3.5. on other grounds set forth in legal acts.

8.4. The consumer shall provide at least 30 (thirty) days advance notice of the cancellation of a network contract, whether it was entered into for a specified or unspecified term.

8.5. If the place of consumption has been destroyed or the consumer has not used the network services for some other reason for more than 3 (three) consecutive years, the network operator may cancel the network contract.

8.6. The counterparty must be notified regarding the desire to terminate or withdraw from the network contract in written form or form reproducible in writing (including electronic) or via self-service on the network operator's website.

8.7. If a party cancels the network contract, the network operator does not have to retain the possibility of using the network connection at the relevant point of consumption. To restore network connection, the consumer must pay the expenses borne by the network operator for this purpose.

## **9. AMENDMENT OF NETWORK CONTRACT, THE TERMS AND THE PRICE LIST**

9.1. The network contract can be amended by agreement between the parties, as well as on other grounds set forth in the network contract, Terms or legal acts. The change must be expressed in writing, in a form reproducible in writing (including electronic form), or done on the network operator's self-service website.

9.2. Provided it adheres to the procedure and terms set forth in legal acts, the network operator shall have the right to unilaterally amend the Terms and price list. Upon request of the consumer, the network operator shall provide additional information regarding changes.

9.3. If it does not consent to the changes, the consumer shall have the right to cancel the network contract.

## **10. LIABILITY**

10.1. Parties shall be liable in accordance with procedure set forth in legal acts for failure to perform as required or non-performance of the obligations set forth in legal acts, network contract and Terms (hereinafter "violation of obligation").

10.2. A party shall compensate the other party for direct patrimonial damage caused by non-performance of obligations. Any other damage, incl. loss of profit, shall not be subject to

compensation.

10.3. A party shall not be liable for violation of obligations if the violation was excusable. Violation of obligations shall be excusable if a Party violates its obligation due to *force majeure*. Force majeure is a circumstance beyond the control of the Parties and which from the point of view of reasonableness they could not have been expected to consider or avoid or surmount at the time at which they entered into the network contract or at the time that the non-contractual obligation arose (e.g. fire, blockade, strike, terrorist act, state of emergency or announcement of state of emergency, activity undertaken by the system operator to ensure reliability of supply, restriction of power generation or consumption in cases and according to procedure set forth in legal acts or the network contract or the Terms, unforeseeable malfunctions in the network).

10.4. If a given circumstance is clearly specified in legal acts, standards or technical rules as constituting Force majeure (e.g. natural disaster, wind or ice exceeding engineering loads on lines, warfare), a violation of obligation due to such a circumstance is excusable. Also excusable is a violation of obligation caused by the action or omission of a market participant not party to the network contract (System operator, other network operator, power plant, consumer), including the situation where its electrical system does not operate as required.

10.5. The consumer shall be liable for the preservation and inviolability of the network operator's electrical systems and electrical and metering device in its, the consumer's, possession, as well as for the preservation and inviolability of the seals thereon. The consumer shall notify the network operator of breach or loss of seals as well as regarding illegal consumption of electricity and illegal use of network services or a suspicion in this regard.

10.6. If the metering system or a part thereof was damaged due to the fault of the consumer, the consumer shall compensate the network operator for the costs of repair, replacement, substitution or renovation.

## **11. NOTIFICATION**

11.1. Notices and declarations of intent arising from legal acts, the network contract, the Terms and the price list shall be considered presented as required by a party and received by the counterparty if the declaration of intent has been conveyed to the counterparty in the form required in the network contract or to the counterparty at the contact details communicated.

11.2. The consumer has the right to receive from the network operator, information on the following, inter alia:

11.2.1. metering device, switches that are part of the equipment and seals located thereon;

11.2.2. causes of a non-functional state that could have impacted the consumer's electrical system and electrical and metering devices.

11.3. The network operator has the right to receive from the consumer, information on the following, inter alia:

11.3.1. for planning the grid's operating regime;

11.3.2. if a compensation device is used, data on its type, rating and whether it is automatically controlled;

11.3.3. lines, transformers and generators.

11.4. The network operator shall provide at least 2 (two) days' notice via website, e-mail or text message to the consumer of planned power cuts. The consumer shall take measures to prevent any damage arising from the electricity interruption.



11.5. Parties shall communicate to each other changes in contact information set forth in the network contract within 7 (seven) days.

11.6. If a consumer who is a natural person has a dwelling that is used as a permanent place of residence and is heated completely or primarily using electricity, it shall notify the network operator thereof.

## **12. RESOLUTION OF DISPUTES**

12.1. Disputes arising from the network contract shall be resolved by the parties by mutual agreement.

12.2. Parties may lodge a written complaint with the Competition Authority in response to a party's action or omission that is in conflict with the Electricity Market Act or legal acts enacted thereunder.

12.3. For the purpose of resolving disputes arising from the network contract that the parties have been unable to resolve by way of agreement, a residential consumer may, on grounds and in accordance with procedure set forth in the Consumer Protection Act, lodge a complaint with the consumer complaints committee operating at the Consumer Protection Board.

12.4. Disputes arising from the network contract that the parties were unable to resolve extrajudicially shall be resolved in a court of law.

## **13. PROCESSING OF PERSONAL DATA**

13.1. The processor of personal data of a consumer who is a natural person is the network operator Imatra Elekter (registry code 10224137, e-mail [info@imatraelekter.ee](mailto:info@imatraelekter.ee), mailing address Tööstuse 2, Haapsalu 90506).

The names and contact details of the network operator's authorized processors are available on the network operator's website.

13.2. The network operator shall ensure that protection and processing of personal data of consumers who are natural persons are in conformity with legal acts.

13.3. The network operator shall process the personal data of consumers who are natural persons and their representatives, including the private consumer's name, personal identification code, date of birth, identity document data, address, consumption data, settlement data and contact details communicated by the consumer to the network operator regarding themselves and persons authorized by them, above all for authentication of and providing service to the consumer and their representative, transmitting invoices and information and sending other notices, and conducting procedures necessary for performance or ensuring performance of the network contract.

13.4. The network operator is entitled, for the purpose of performing or ensuring performance of the network contract and for conducting commercial information exchange, to record phone calls between the parties and to use, if necessary, the corresponding recordings for substantiating the procedures conducted by the consumer and for providing service to the consumer.

13.5. Detailed information on the terms and conditions for processing data of natural persons is available on the network operator's website.