

EL 2012 N (rev)

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## GENERAL CONDITIONS FOR THE SALE OF ELECTRICITY USED IN BUSINESS OPERATIONS OR OTHER SIMILAR ACTIVITIES

GENERAL CONDITIONS prepared by Svensk Energi

### 1. Introductory provisions

- 1.1 These general conditions relate to the sale of electricity that is used for business operations or other similar activities. Different conditions apply for the sale of electricity to domestic consumers.
- 1.2 These general conditions apply until further notice.

The party that prepared these general conditions may amend the conditions. The electricity trading undertaking is entitled to introduce such amendments. When the electricity trading undertaking introduces such amendments, the new conditions may not start to apply until two months have elapsed since the electricity trading undertaking has notified the customer of the amendments.

### 1.3 In these general conditions:

- *nominated electricity trading undertaking* means the electricity trading undertaking that sells electricity to a customer who does not personally select electricity trading undertaking. The nominated electricity trading undertaking is appointed by the electricity network undertaking.

- *balance controller* means a party who, through an agreement with the system management authority, has undertaken the financial responsibility for input into the electricity system of as much electricity as is taken out at the customer's outtake point.

- *electricity trading undertaking (electricity supplier under the Electricity Act (1997:857))* means the undertaking from which a customer buys their electricity.

- *electricity network undertaking (network owner under the Electricity Act)* means the undertaking that pursuant to a network concession connects and transmits electricity for the customer.

- *network concession* means a licence to run, use and maintain electrical cables in the area where the customer's installation is located.

- *consumer profile computation* means the calculation of the quantity of electricity transmitted and its distribution over time that an electricity network undertaking makes within a geographical area determined by an authority in respect of customers subscribing to a fuse of 63 amperes at most and who are not subject to a special agreement where supply is settled by the hour.

- *system management authority* means the authority, Affärsverket svenska kraftnät (hereafter Svenska kraftnät), which has the overall responsibility to ensure that the generation and consumption of electricity in Sweden is in balance.

- *outtake point* under the Electricity Act means the point at which a customer, who has a contract with an electricity network undertaking, takes out electricity for consumption.

**EL 2012 N (rev)**

Date  
27 February 2015

- 1.4 The electricity trading undertaking is, under the Personal Data Act (1998:204), the controller for the personal data processed in accordance with this clause.

Personal data provided to the electricity trading undertaking will be processed to enable it to perform contracts entered into or obligations applicable according to statute or other enactment.

Furthermore, personal data may be used for market analyses, statistics and to evaluate and provide information about services and products. Personal data may also be processed for marketing purposes by both the electricity trading undertaking and group undertakings together with the collaborating partners of such undertakings.

A customer who does not wish to have personal data processed for marketing purposes may notify the electricity trading undertaking at any time to prevent such processing.

Personal data can be disclosed to and collected from subsidiaries and other companies within the group and collaborating partners for the purposes specified above. Information may also be obtained from public and private records in order to update personal data.

The customer is entitled, upon request, to obtain information free of charge once per year regarding the data that has been registered concerning them and the purposes for which this information has been processed. The customer can also request rectification of erroneous data concerning the customer.

A request for such information or for rectification shall be signed by the customer in person and addressed to the electricity trading undertaking.

## 2. Electricity sales

### Sales obligation

- 2.1 The electricity trading undertaking undertakes to sell electricity to the customer on the following conditions.
- 2.2 If the electricity trading undertaking or the customer so wishes, written notification shall be given or a written contract entered into regarding the sale.

The electricity trading undertaking shall, in accordance with statute, inform the customer about:

- each individual energy source's share of the average composition of energy sources used to generate the electrical power that the electricity trading undertaking sold during the immediately preceding calendar year.
- the impact on the environment in the form of carbon dioxide emissions and the quantity of nuclear waste resulting from the generation of the electricity sold.

- 2.3 The electricity trading undertaking is responsible for ensuring that there is a balance controller for the customer's outtake point.

Under the Electricity Act, the electricity trading undertaking may only sell electricity at the outtake point if there is a balance controller for this point.

If the electricity trading undertaking at some stage is unable to ensure that there is a balance controller, the undertaking shall immediately notify this to the customer and electricity network undertaking.

- 2.4 The electricity trading undertaking shall notify the electricity network undertaking that it will commence selling electricity at the customer's outtake point and shall also state who has undertaken the balance control

**EL 2012 N (rev)**

Date  
27 February 2015

responsibility for this supply. This notification shall be given no later than 14 days before the sale starts in order for the sale to take place on the date agreed by the electricity trading undertaking and the customer.

Commitments of the customer

- 2.5 The customer is responsible for having the necessary contract for transmission of electricity with the electricity network undertaking.
- 2.6 Unless otherwise specifically indicated by these conditions, the customer shall pay for all of the electricity consumed at the outtake point. The payment obligation also covers electricity that the customer has been unable to make use of owing to faults within their own installation or for other reasons that are not attributable to the electricity network undertaking or the electricity trading undertaking.

Impediments to the performance of the contract

- 2.7 A party is not liable to perform the contract if performance is substantially impeded as a consequence of impediments over which they have no control. Impediments are deemed to include war, public authority decisions, disruptions to public transport services, extreme weather conditions or other events of an exceptional nature that have a substantial impact on the performance of the contract and which a party could not have anticipated and whose adverse effects a party could not reasonably have overcome.

Compensation for damage/injury, etc.

- 2.8 If a customer complains that a change of electricity trading undertaking has not been implemented in the proper manner or at the proper time, the electricity trading undertaking that gave notice of the exchange is responsible for the matter being investigated, following consultation with the customer's electricity network undertaking. The electricity trading undertaking shall also notify the customer of the cause of the error. Unless there are special reasons, notice shall be given to the customer within one month from when the customer contacted the electricity trading undertaking.
- 2.9 If the electricity trading undertaking has not performed its obligations in conjunction with takeover or start of electricity supplies and this is due to circumstances that lie within the control of the electricity trading undertaking, the customer is entitled to compensation from the electricity trading undertaking for any damage/injury that thereby arises.

If a customer shows that it is probable that they have been adversely affected by damage/injury, but that the amount of the damage/injury does not amount to SEK 300 per outtake point and loss occurrence, the customer shall nonetheless receive compensation of SEK 300. In order for compensation of a higher amount to be paid, the customer must substantiate the damage/injury and its extent.

- 2.10 The customer is only entitled to compensation for damage/injury from the electricity trading undertaking if the damage/injury has been caused by carelessness on the part of the electricity trading undertaking.
- 2.11 The right to compensation does not include pure financial loss or consequential loss in conjunction with personal injury or property damage.
- 2.12 The party suffering the loss shall implement reasonable measures in order to mitigate their loss. If the party fails to do so, the compensation may be reduced to a corresponding extent.

**3. Metering, collection and reporting of meter values, and also invoicing**

Metering

- 3.1 The customer's consumption will be recorded by the electricity network undertaking's meters or by meters approved by the electricity network undertaking. Provisions regarding metering are contained in legislation and also in the customer's contract with the electricity network undertaking.

**EL 2012 N (rev)**

Date  
27 February 2015

Collection and reporting of meter values, and also invoicing

- 3.2 Collection and reporting of meter values shall take place in accordance with statute or in the manner in which the parties have entered into a special agreement on.
- 3.3 Invoicing shall refer to the metered quantity of electricity transmitted and shall be effected at least every quarter.

If meter values have not been collected or they are incorrect, and this is due to circumstances that lie outside the control of the electricity trading undertaking and whose consequences the undertaking could not reasonably have avoided nor overcome, preliminary invoicing may take place and be based on the estimated quantity of electricity transmitted. The estimated quantity of electricity transmitted shall then be determined with the guidance of the customer's previously known consumption and other circumstances, like, for example, changes notified by the customer that it may be assumed would affect the quantity of electricity transmitted.

When reconciling invoicing that has been based on estimated meter values, the reconciliation following the collection of meter values shall be effected taking into account the various prices that have applied for the period covered by the reconciliation. Unless there are special reasons for applying another basis of estimation, the estimate shall thereupon be conducted as if the customer's consumption followed normal consumption patterns for that category of customer.

Unless special reasons apply, the final invoice shall be based on meter values collected.

- 3.4 The electricity trading undertaking shall be afforded access to the metering equipment accessible to the customer following consultation with the customer.
- 3.5 If the metering equipment is not working or if it has recorded consumption other than the real consumption or if an error has been made during collection of meter values, the electricity network undertaking shall estimate the quantity of electricity that has been transmitted in consultation with the customer and the electricity trading undertaking. This estimate shall form the basis of the electricity trading undertaking's invoicing.

This estimate may not go back further than three years from when the fault became known to both parties. An estimate may be made for a longer period if a party was obviously aware of a circumstance according to the first paragraph but did not notify the other party of such circumstance.

If consumption has been estimated in accordance with this clause, the electricity trading undertaking shall give notice of this no later than in conjunction with the invoicing.

- 3.6 Estimated consumption under Clause 3.5 shall be determined with the guidance of the customer's previously known consumption at the outtake point and other circumstances that may have affected consumption.
- 3.7 If the estimated consumption in any of the above-mentioned cases is based on incorrect assumptions, the incorrectly invoiced charge shall be adjusted without delay. The adjustment shall normally be made when invoicing next occurs.

**EL 2012 N (rev)**

Date  
27 February 2015

#### 4. Payment and collateral

- 4.1 Unless otherwise agreed in writing, the customer's payment shall be received by the electricity trading undertaking no later than on the due payment date stated in the electricity trading undertaking's invoice, which shall be at the earliest 15 days after the electricity trading undertaking has sent the invoice.
- 4.2 If payment is not made by the due payment date, the electricity trading undertaking, unless otherwise agreed in writing, is entitled to demand from the customer, besides the amount of the invoice, interest under the Interest Act (1975:635) from the due date for payment stated in the invoice together with compensation for any costs associated with the delay. This also includes costs for written payment reminders and costs for the enforcement of payment or other obligations.
- 4.3 If the electricity trading undertaking has reasonable cause to fear that the customer will not perform their payment obligations, the electricity trading undertaking is entitled to request acceptable collateral for any further sales.

If the electricity trading undertaking is entitled to request collateral in accordance with the first paragraph, the electricity trading undertaking is also entitled to require monthly invoicing

Security may not comprise a greater amount than a sum corresponding to six months' estimated charges for the supply.

If the customer has satisfied their payment obligations at the proper time for a period of one year from when the collateral was furnished, the collateral furnished shall be returned.

If the customer has furnished collateral in accordance with this clause, the funds deposited shall be placed into an interest-bearing account, to be held separately from the electricity trading undertaking's own funds.

#### 5. Breach of contract

- 5.1 The electricity trading undertaking is entitled to discontinue supplies to the customer if a customer neglects to pay charges due or furnish collateral and the default is not trivial. The electricity trading undertaking is also entitled to discontinue supplies if the customer commits another fundamental default according to these conditions and the provisions otherwise agreed.
- 5.2 The customer shall be afforded an opportunity to implement rectification prior to the electricity trading undertaking taking measures under the provisions of Clause 5.1.  
  
If this default refers to payment, the customer shall be given reasonable time, of at least 15 days computed from a demand to pay, before disconnection may be effected.
- 5.3 The supply is discontinued by the electricity network undertaking disconnecting the customer's installation from the network at the electricity trading undertaking's request.
- 5.4 Disconnection may not be effected for a claim insofar as it is the subject of a dispute.
- 5.5 When the electricity trading undertaking is entitled to discontinue the supply of electricity in accordance with Clauses 5.1-5.2, the undertaking is also entitled to revoke the contract. If the electricity trading undertaking revokes the contract, it shall immediately notify the electricity network undertaking of the revocation.
- 5.6 If the electricity trading undertaking neglects its obligations and the default involves a fundamental breach of contract, the customer is entitled to revoke the contract. However, the electricity trading

**EL 2012 N (rev)**

Date  
27 February 2015

undertaking shall be afforded an opportunity to implement rectification within a reasonable time before revocation may be effected.

If the customer revokes the contract, the electricity trading undertaking shall immediately notify the electricity network undertaking of the revocation.

- 5.7 If the customer has entered into a fixed-term contract and breaches it by entering into a new contract for electricity supply with another electricity trading undertaking, the customer shall compensate the former electricity trading undertaking. This compensation must correspond to no more than what the electricity trading undertaking can demonstrate it will suffer during the remaining term of the contract.

## 6. Supply obligation, term of validity, amendments and supplements

- 6.1 Unless otherwise agreed, the contract shall cease no later than 14 days after written notice of termination.

The electricity trading undertaking's obligations to supply electricity to the customer's outtake point is regulated by the Electricity Act. The supply obligation ceases if the customer stops taking out electricity at the outtake point, if some other electricity trading undertaking starts to supply electricity to the customer at the outtake point, or if the customer commits such a breach of contract that entitles the electricity trading undertaking to request that the electricity supply is discontinued in accordance with the provisions of the Electricity Act.

In the event that the electricity trading undertaking and the customer have concluded a fixed term contract for the supply of electricity, the electricity trading undertaking shall no earlier than 90 days and no later than 60 days prior to the expiry of the contract inform the customer of the expiry date of the contract and the consequences thereof.

- 6.2 Unless otherwise agreed, the electricity trading undertaking may change its prices. In the event of such price changes, the electricity trading undertaking shall notify the customer of the changes. Such notification shall be given at least 15 days prior to such changes taking effect either through special notification to the customer or through an advertisement in the daily press and information on the electricity trading undertaking's website. *Daily press* means the daily newspaper that has the largest distribution in the municipality where the supply is provided.

The subsequent invoice shall indicate when the price changes were made and the amount

- 6.3 When there is a price change, the new price is to be applied on the basis of either the meter value collected, provided the collection takes place within a reasonable time from the date of the change, or meter readings estimated on reasonable grounds.