

## BIXIA'S SPECIAL TERMS AND CONDITIONS FOR CONSUMERS OF ELECTRICITY

### 1. General

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### 2. Scope of the terms and conditions

These terms and conditions cover contracts for the supply of electricity from Bixia (556544-2638) along with pricing agreements for the products *Bixia Variable Electricity Price ("Rörligt Pris")*, *Bixia Fixed Electricity Price ("Fast Pris")*, *Bixia Default Electricity Price ("Anvisningspris")*, and *Bixia Local ("Nära")*.

When it comes to the supply of electricity, the following shall apply: the Contract confirmation, these **Special** terms and conditions, the *General terms and conditions for the supply of electricity to consumers* in effect at any given time (currently EL2012K), and the *Special terms and conditions for the sale of electricity from a designated electricity supplier to consumers* in effect at any given time, in that particular order.

In the event of any conflict between these documents, the Contract confirmation and these Special terms and conditions shall take precedence. All terms and conditions as well as pricing may be **read and downloaded** at [bixia.se](http://bixia.se) or obtained from Bixia's Customer Service department. Bixia reserves the right to amend these Special terms and conditions. Consumers shall be notified of any changes by a separate notice at least two months in advance of such change taking effect.

For new contracts, Bixia reserves the right to request collateral (for example, a deposit). If the Consumer has a low credit rating with credit rating agencies and/or a history of non-payment, underpayment, or late payment, Bixia reserves the same right under a current contract.

Any accumulated interest on pledged collateral shall be credited to the Consumer.

Termination of any collateral obligation shall be contingent on the Consumer having an approved credit rating according to external credit information sources. Thus, simply paying on time over a period of time is not sufficient.

### 3. Processing of personal data

As the data controller, Bixia intends to process personal data provided by registered Consumers (data subjects) and collected by the Company. Personal data is processed in order to fulfill the legal obligations of the Company as well as to enter into and execute a contract with the Consumer.

Detailed information regarding the processing of personal data and the reasons for its collection and use as well as information on the Consumer's rights in accordance with the General Data Protection Regulation ("GDPR") are available at [bixia.se/integritetsskydd](http://bixia.se/integritetsskydd). This information may also be obtained from Bixia's Customer Service department.

The data subject shall be entitled, upon request, to receive information about the type of personal data Bixia has recorded as well as the purpose of processing this data, and may furthermore request that changes or corrections be made to any incorrect data.

### 4. The Swedish Distance Contracts Act and right of cancellation

For contracts entered into remotely or outside business premises, in accordance with the Distance Contracts Act, the Consumer shall be entitled to cancel a signed electricity supply contract within 14 days. The cooling-off period shall commence on the day the contract is signed, which is

stated on the Contract confirmation. The Consumer may cancel a contract either by contacting Bixia Customer Service or by using the special form provided by Bixia. This form is also available on Bixia's website where it can be completed online.

Provided the Consumer has expressly requested that electricity should start being supplied, if he or she exercises his or her right of cancellation after supply has commenced but before the cooling-off period has elapsed, Bixia shall invoice the Consumer for any electricity supplied, in accordance with the agreed rates for the period of supply, until such time as another pricing agreement is concluded with Bixia or another electricity supplier has taken over the supply of electricity.

### 5. Supply

**The contracted supply of electricity relates to the delivery address indicated in the Contract confirmation.** The Consumer undertakes to purchase all of his or her electricity from Bixia during the term of the contract, and Bixia in turn undertakes to meet the Consumer's electricity supply needs.

Bixia shall be entitled to send constitutional or other information by e-mail and/or text message using the contact details provided by the Consumer. The Consumer undertakes to notify Bixia of any changes to his or her e-mail address or cell phone number.

If the Consumer fails to provide Bixia with the information needed to effect a change of supplier in good time, Bixia reserves the right to postpone the supply start date. Pursuant to Bixia's **Supply start date guarantee**, the Consumer shall only be entitled to compensation if Bixia is responsible for a delayed supply start date. Compensation shall be paid in a lump sum on the Consumer's next bill.

If the Consumer terminates a contract, where possible, before the agreed supply has commenced, the notice period shall begin on the supply start date as specified in the contract.

For further information, visit [bixia.se](http://bixia.se) or contact Bixia's Customer Service department.

### 6. Taxes and charges

Statutory taxes and charges shall be deducted in the applicable amounts from each individual bill. Any other taxes and charges adopted or endorsed by the authorities during the term of the contract shall also apply. The aforementioned taxes and fees may be adjusted during the current contract period without prior notice to the Consumer. Such adjustments shall later be accounted for on the bill.

Should Bixia's circumstances change due to an amendment to the Renewable Energy Certificate (REC) quota obligation, a special tax, a charge levied by the authorities, new legislation or regulations, or measures adopted by Svenska Kraftnät, eSett, Nord Pool, Nasdaq Commodities, or another Swedish national or municipal authority in the form of regulations, recommendations, etc., and these modified conditions unilaterally affect the cost of Bixia's supply, the contracted pricing may be adjusted in line with the change in cost. The aforementioned shall also apply to any downward revision to the cost.

### 7. Billing guarantee

In accordance with Bixia's **Billing guarantee**, the Consumer shall be entitled to compensation if his or her reported consumption is billed more than five months after the end of the regular billing period. On request, Bixia shall also provide a cost- and interest-free installment plan, where the term is equal to that of the billing period to which an adjustment invoice relates. For further information, visit [bixia.se](http://bixia.se) or contact Bixia's Customer Service department.

## 8. Transfer of a contract to a new address

The Consumer shall be entitled to transfer a current contract to a new supply address provided the products are currently available in Bixia's product line.

## 9. Assignment and transfer

Bixia may assign or transfer this contract and any accrued claims to a third party with unchanged terms and conditions. The Consumer shall not be entitled to assign or transfer this contract without Bixia's prior consent.

## 10. Breach of contract and prepayment

Upon definitive relocation of the Consumer, in accordance with the Swedish Tax Agency's definition of relocation (SFS 1991:481), a fixed-term contract may be prematurely terminated without financial compensation for any remaining period. If the Consumer does not honor the agreed term of a contract due to a reason other than definitive relocation, Bixia shall be entitled to financial damages as compensation.

Compensation for the remainder of the contract term shall be calculated based on past consumption and shall be rounded up to the nearest whole number of months remaining. Monthly consumption consists of 1/12 of the last known annual consumption recorded by the network operator, charged at 15 öre/kWh for fixed price contracts and electricity power pools. If the difference between the contract price and the market price exceeds 15 öre/kWh, Bixia reserves the right to deduct the actual difference. Five öre/kWh shall be charged for variable and variable fixed-term contracts. A flat-rate fee for the remaining contract period as well as an administrative fee of SEK 500 shall also be added.

If the Consumer received a reward in the form of a gift card, gift certificate, product, or cash upon signing a new electricity supply contract and subsequently exercises his or her right of cancellation or chooses not to honor the full term of the contract, the Consumer shall be obliged either to return any unused gift cards/gift certificates or to pay back the equivalent reward amount to Bixia.

## 11. Other terms and conditions

Pursuant to Bixia's **Processing guarantee**, the Consumer shall be entitled to compensation if a case submitted to Bixia's Customer Service department has not received a response within one week. Such compensation shall be contingent on the Consumer providing contact information to Bixia's Customer Service department and being reachable. For further information, visit [bixia.se](http://bixia.se) or contact Bixia's Customer Service department.

Information on Consumer rights as well as the procedure for submitting complaints is available on [bixia.se](http://bixia.se). There is also information on which organizations the Consumer may turn to in order to obtain information or request arbitration of a dispute. The Consumer can obtain independent energy advice at [www.energiradgivningen.se](http://www.energiradgivningen.se). This information may also be obtained from Bixia's Customer Service department.

## PRODUCT-SPECIFIC TERMS AND CONDITIONS

### 12. Terms and conditions for Bixia Variable Electricity Price

The variable electricity price per kWh for supply metered on a monthly basis (standard) is determined each month in arrears and is calculated as the volume-weighted average cost of Bixia's physical power within the applicable electricity bidding area for each applicable point of delivery.

The Consumer shall be entitled to request that the network operator report metered amounts in hourly increments. Bixia shall then bill the Consumer in accordance with the reported hourly increments. Bixia shall not be held liable for damages in cases where the network operator fails to implement the necessary modifications (replacement of meter) to facilitate the reporting of hourly metered consumption.

The variable electricity price per kWh for supply metered on an hourly basis is determined each month in arrears and is calculated, based on the Consumer's hourly consumption, as the average cost of Bixia's physical

power within the applicable electricity bidding area for each applicable point of delivery.

Bixia's cost for physical power includes fees for RECs and guarantees of origin, balancing and trading costs, as well as applicable fees levied by Nord Pool, Svenska Kraftnät, and eSett. A surcharge along with a flat-rate fee shall be added.

Bixia reserves the right to increase the surcharge and flat-rate fee once the Consumer has been informed by a separate notice at least two months before such an increase enters into force. If a reduction is made instead, it may enter into force immediately.

The Consumer may choose to schedule his or her contract. Such scheduling means that the agreed surcharge and flat-rate fee shall remain the same throughout the scheduled term of the contract. Once the scheduled contract expires, the regular terms and conditions for *Bixia Variable Electricity Price* shall once again apply until a new pricing agreement is signed with Bixia. The Consumer may switch over to any of Bixia's other electricity products starting on the next working day. The contract shall be valid on an ongoing basis, with a mutual notice period of 14 days. However, even after the notice period has expired, the supply of electricity shall continue under the terms and conditions in effect for *Bixia Variable Electricity Price* until a new pricing agreement has been signed with Bixia or another electricity supplier takes over supply.

### 13. Terms and conditions for Bixia Fixed Electricity Price

The contractual electricity price for the applicable electricity bidding area for each particular point of delivery as well as the flat-rate fee shall be fixed during the agreed contract term, as indicated in the contract confirmation. Please refer however to Section 6. **Taxes and charges** regarding changes.

If a pricing agreement has not been terminated and active decisions have not been made by another pricing agreement, then the contract shall be extended in accordance with Bixia's Contract guarantee.

Our Contract guarantee means that if you have not actively selected another contract or canceled your pricing agreement by no later than 14 days before your existing pricing agreement expires, then your pricing agreement shall be extended by one year at a time at the price in effect for the current one-year contract on the extension date and under the same terms and conditions with respect to the notice period.

If the extension of the pricing agreement is canceled, then the terms and conditions for continued delivery shall change to those for *Bixia Variable Electricity Price* after the end of the contractual term. Thereafter, these terms and conditions shall apply until a new pricing agreement is signed with Bixia or another electricity supplier takes over supply. For further information, visit [bixia.se](http://bixia.se) or contact Bixia's Customer Service department.

### 14. Terms and conditions for Bixia Local

Bixia Local is an environmental option in which Bixia undertakes to procure guarantees of origin from sources of production within a local geographic area selected by the Consumer. A guarantee of origin serves as proof that the electricity has been produced from renewable energy sources in accordance with EU Directive 2001/77/EC on renewable energy. Read more about various local areas' sources of production at [bixia.se](http://bixia.se). Since each local area has a limited number of kilowatt hours (kWh), in other words, the total amount of electricity produced by production sources in various local areas, the number of kWh per Consumer and points of delivery may be limited. However, the Consumer shall always be guaranteed at least 1,500 kWh per year and per point of delivery.

This option shall apply on an ongoing month-by-month basis, with a mutual right of cancellation. Upon cancellation, the option shall expire on the last day of the month of cancellation.

### **15. 100% renewable electricity**

Regardless of the choice of product above, 100% renewable energy shall always be included. Bixia undertakes to procure guarantees of origin from renewable sources of production corresponding to the Consumer's consumption pattern. A guarantee of origin serves as proof that the electricity has been produced from renewable energy sources in accordance with EU Directive 2001/77/EC on renewable energy.

### **16. Terms and conditions for Bixia Default Electricity Price**

The electricity price within the applicable electricity bidding area for each particular point of delivery may change starting on the 1st day of each calendar month. The price shall be announced on the 15th day of the previous month. When the 15th day falls on a Saturday, Sunday, or holiday, the price shall be announced on the next working day. A flat-rate fee shall be added.

Pricing information is available at [bixia.se](http://bixia.se) as well as from our Customer Service department.

The Consumer may switch over to any of Bixia's other electricity products starting on the next working day. The contract shall be valid on an ongoing basis, with a mutual notice period of 14 days. Even after the notice period has expired, the terms and conditions for Bixia Default Electricity Price shall apply until a new pricing agreement has been signed with Bixia or another electricity supplier takes over supply.