

# TERMS OF ELECTRICITY SUPPLY 2014

as recommended by Finnish Energy Industries

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## A. General, concluding a contract for electricity supply and the service prerequisites

### 1. Scope of application and definitions

1.1. These general terms of contract, *the terms of electricity supply* (hereinafter: terms) shall be applied to the *supply of electricity* to the electricity user who has been connected to a distribution network.

1.2. The supply of electricity refers to the service entity covering both the retail sale of electricity (electric energy) to the electricity user and the network service required by electricity distribution services. These terms are part of the *contract for electricity supply* concerning this service entity. The electricity user may have been connected to the distribution network directly or via an internal network of a real property unit or a group of real property units corresponding to it. Retail sale of electricity means sale of electricity direct to the electricity consumers via the distribution network.

1.3. These terms can be applied, where applicable, also to places of use with electricity generation equipment, from where the supply of electricity to a distribution network has been effectively prevented by technical methods. If there is electricity generation equipment in the place of electricity use that is operated parallel with a distribution network so that the electricity generated can be fed entirely or partly into the distribution network, the terms of network services for such electricity equipment shall be agreed upon separately.

1.4. A *distribution network* is a power network with a nominal voltage of less than 110 kilovolts.

1.5. A *DSO* means a body or establishment in possession of a distribution network and engaged in licensed operation of thereof.

1.6. A *connection contract* is concluded between the DSO and the owner or holder of a place (*connecting party*), where electricity is used (e.g. real property or a building), who has been connected to the distribution network. The connection contract concerns connecting the place where electricity is used to the network as well as maintaining the opportunity for electricity use at the point of connection.

1.7. The *connection point* is the point signifying the boundary of ownership between the electrical installations of the DSO and the connecting party, unless some other agreement has been included in the connection contract.

1.8. An electricity vendor (*vendor*) is a person, body or establishment selling electricity. In the supply of electricity conforming to these terms, the vendor acquires the network service from the DSO in whose geographical area of responsibility the user's place of electricity use is located. In accordance with these terms, the vendor is required to provide the network service to the electricity user and to fulfil the statutory obligations imposed on the DSO.

1.9. The electricity user (*user*) purchases the supply of electricity from the electricity vendor. The user mainly uses the electricity himself. The user may also be a connecting party who acquires

electricity to be used by others via the connection point specified in his connection contract. Several users may undertake to become jointly responsible for a contract for electricity supply, if the contracting parties make such an agreement.

1.10. *The contracting parties* referred to in these terms mean the vendor and the user.

1.11. When a contract for electricity supply is in force, a separate power network contract or a sales contract concerning the same place of use may not be concluded.

1.12. These terms of contract may be applied only to the supply of electricity, in which the vendor sells the user all the electricity needed by the user.

1.13. If the vendor has a significant market power referred to in the Electricity Market Act within a DSO's area of responsibility, to which the place of electricity use belongs, and the place of use is equipped with a main fuse of maximum 3x63 A or a maximum of 100,000 kWh of electricity is purchased annually to the place of use, the vendor has *the obligation to deliver electricity* to the user in compliance with section 67 of the Electricity Market Act.

1.14. The user, who is a natural person and acquires electricity mainly for other purposes than his business activity, is called a *consumer* in these terms.

1.15. *The products including electricity sales and the network service* referred to in these terms define the service entity to be used in the supply of electricity. Data on the charges collected by the vendor are also included in the definition. The products including electricity sales and the network service may also be called tariffs. The products including electricity sales and the network service offered by the vendor are presented on a *price list*. The price list and perhaps a separate *list of service prices (the price lists)* are a part of the contract for electricity supply.

1.16. In these terms, sending e.g. a confirmation, invoice, notification of a price change or some other kind of message encompasses also sending electronic messages with informative contents. The address or invoicing address of the user also be an email address or some other similar personal address that the user has provided. Sending messages electronically requires that the contracting parties have agreed to do so. A separate agreement can be made with a user who is not a consumer to the effect that notices of price changes or revisions of other terms of contract may be published at a predefined address on the Internet. In addition, the use must be notified of the existence of the notice in a way that has been agreed on in advance, e.g. by email or an SMS.

1.17. *Hourly metering equipment* means remotely read equipment or a combination of pieces of equipment that meter and registers the consumption of electricity by the hour. It must be possible to read the data registered by the equipment via a telecommunication network.

1.18. A *remote medium* refers to the telephone, mail, television, information network, or some other medium that can be used for concluding a contract without the parties being simultaneously present.

1.19. The central provisions on the electricity market have been laid down in the Electricity Market Act and the decrees issued by virtue of it.

## **2. Concluding a contract for electricity supply**

2.1. The contract for electricity supply concluded by the contracting parties is either valid indefinitely or for a fixed term.

2.2. A contract for electricity supply may be concluded, when there is a valid connection contract for the place of electricity use in question. If it is not possible to transfer a connection contract in connection with the sale of a property, because the connection is encumbered by receivables outstanding to the DSO, the vendor is not required to start electricity supply before the owner of the connection has paid the receivables outstanding to the DSO or the DSO has approved the fact that the transferee of the connection contract will assume liability for them. .

2.3. Commencing the supply of electricity (i.e. connecting the user to the network) and continuing the supply of electricity not only requires a valid contract for electricity supply and a valid connection contract for the place of electricity use, but also that the place of electricity use meets

the technical requirements for connection to the network that the DSO has set in compliance with the Electricity Market Act (see chapter 4 for more detailed information).

2.4. A contract for electricity supply may be concluded in writing, orally or in electronic form..

2.4.1. A contract for electricity supply shall be concluded in writing, if either contracting party so requires. Any price lists and a link to the saveable version of these terms shall be attached to the contract for electricity supply. At the customer's request, the written general terms of contract shall be sent to the customer free of charge with the supply contract. The DSO, to whom notices of defects and other notifications concerning the network service are to be given, as well as the special requirements set for electricity metering, shall be specified in the contract for electricity supply, if the contract for electricity supply conforming to the Electricity Market Act requires it. In addition to the contract, the consumer shall be provided information about the energy consumer checklist and the website address of the Energy Authority, where the checklist is available.

2.4.2. A contract for electricity supply may be concluded electronically according to the product range offered by the vendor. The electronic contract is binding, if it meets the general requirements for electronic agreements.

2.4.3. If the contract for electricity supply is not concluded in writing, the vendor shall within the time specified in the Electricity Market Act send a *contract confirmation* (confirmation) to the invoicing address provided by the electricity user or any other address separately agreed on. In addition to the date of the entry into force of the contract for electricity supply, also the individual terms of the contract for electricity supply, the relevant price lists, a mention of the comment period granted to the user and a link to the saveable version of these terms shall be included in the confirmation. At the customer's request, the written general terms of contract shall be sent to the customer free of charge together with the confirmation. Furthermore, the DSO to whom all notices of defects and other notifications concerning the network service are to be given and the special requirements that the Electricity Market Act may set for electricity metering, shall be stated in the confirmation. In addition to the confirmation, the consumer shall be provided information about the energy consumer checklist and the website address of the Energy Authority, where the checklist is available.

2.4.4. If the contract for electricity supply is concluded with a consumer via a remote medium, the confirmation sent by the vendor shall, where applicable, in addition to the information mentioned in article 2.4.3 include other relevant information referred to in section 9 of chapter 6 of the Consumer Protection Act, including delivery and other charges that are not included in the total price, payment terms, information about the consumer's right to cancel the contract and a cancellation form and instructions, unless the vendor has already earlier supplied this information to the consumer in a permanent manner.

2.4.5. A contract for electricity supply that has not been concluded in writing will have entered into force and will continue on the terms specified in the confirmation, except for the following cases:

- The user of electricity, within three weeks of the sending of the confirmation or by some other date mentioned in the confirmation that is at least three weeks from the sending of the confirmation, notifies the vendor that he does not deem the terms specified or clarified in the confirmation to correspond with the contract for electricity supply. During the period between the conclusion of the contract for electricity supply and the notification given by the electricity user, the contractual terms specified in the confirmation shall be applied, unless it is shown that some other agreement has been made.
- The consumer cancels the contract in accordance with the cancellation right related to distance and door-to-door selling that complies with the Consumer Protection Act. If, by the time the contract is cancelled, the consumer has received electricity supply, the

consumer shall pay a reasonable compensation to the vendor for the advantage gained by him. The price is determined according to contractual terms specified in the confirmation, unless it is shown that some other agreement has been made.

2.5. The contract documents form the content of the contract for electricity supply: If there is a conflict between the content of the contract for electricity supply and the contents of the documents mentioned in it, the documents shall be applied and interpreted in the following order:

- 1) Individual terms of contract
- 2) Price lists
- 3) General terms of contract (these terms).

2.6. The vendor and the consumer may agree to amend these terms. However, no exceptions to these terms may be included in a contract for electricity supply to the detriment of the consumer, nor to the detriment of the user in regard to chapter 12 of these terms.

2.7. The consumer encompassed by the obligation to deliver is entitled to change the products including electricity sales and network service subject to a number of reasonable restrictions based on the nature of the products including electricity sales and the network service, presented in the price list. The vendor is entitled to charge the reasonable costs caused by the change requested by the user. Restrictions on changing products may not be valid for more than 12 months. It is not possible to switch to a product reported to be withdrawn.

2.8. Time restrictions on the availability of electricity (and other forms of steering the use of electricity)

2.8.1. In the contract for electricity supply, the vendor and user may agree to introduce, use and cancel time restrictions on the availability of electricity (and other forms of steering the use of electricity) with the aid of the DSO's installations and equipment. The agreed restrictions shall be carefully defined in the contract.

2.8.2. As regards direct electric heating of residences mainly by means of direct electric heaters, the number of de-energised hours of the heating elements may not exceed 1.5 hours at a time and 5 hours a day. Each separate de-energised period shall be followed by an energised period of at least the same duration as the de-energised period.

2.8.3. The user may not present claims based on these terms and such restrictions (or steering measures) that have been implemented in accordance with individually negotiated agreements to the vendor.

2.9. The user is required to notify the vendor of any changes affecting the contract for electricity supply concerning, e.g., the user, the place of electricity use, the invoicing address or any other address that the contracting parties have agreed to use, e.g. when the vendor sends confirmations, notifications of price changes or when other types of messages are sent.

### **3. Security or advance payment**

3.1. The vendor is entitled to require that the user who is not a consumer lodge a security or advance payment for the payment of receivables based on the contract for electricity supply. If the contract for electricity supply is concluded only because the place where electricity is used has been changed, or because the contract for electricity supply has been terminated, without any simultaneous changes taking place in the use of electricity or other circumstances, a security may be required only in accordance with article 3.2.

3.2. After the supply of electricity has commenced, the vendor is entitled to require that the user who is not a consumer lodge a security or advance payment for the payment of receivables based on a contract for electricity supply, if the user has materially failed to meet his liability to pay based either on a contract for electricity supply, a sales contract or power network contract, which has not been soundly challenged, or if the user's credit rating shows that the user is apparently incapable of making the payments based on the sales contract.

3.3 The vendor may require that the consumer lodge a reasonable security or advance payment, when a contract for electricity supply is concluded as well as when such a contract is in force. When the contract for electricity supply is in force, a security or advance payment may be required only if the consumer has materially failed to meet his obligations to pay, related to the contractual relations between the contracting parties. In addition, the vendor shall have a very weighty reason for his claim for a security or advance payment both when concluding a contract for electricity supply and when such a contract is in force. The very weighty reasons may include the following:

- Electricity supply to the consumer has been interrupted because of a failure to pay;
- The vendor has outstanding receivables based on electricity supply, electricity sales or the power network service from the consumer, the amount of which can be considered substantial with respect to the amount of invoicing based on electricity supply; or
- The credit rating of the consumer shows that he is apparently incapable of making the payments based on the contract for electricity supply.

3.4. If, when a contract for electricity supply has been concluded, a security or an advance payment is not lodged by a due date, the contract for electricity supply becomes void without a separate notification with immediate effect. The contract will become void, even if electricity supply to the place of electricity use has begun. The user is required to pay a contract price for the electricity supply used before the contract has become void.

3.5. The vendor is entitled to use a security or advance payment as a payment for his outstanding receivables, the accrued penal interests and reasonable collection charges based on electricity supply or electricity sales or previous electricity supply or electricity sales to the same place of electricity use. If the vendor uses the security or advance payment or a part thereof as a payment for his receivables, the vendor is entitled to require that the consumer increases the amount of security or advance payment to the amount specified in article 3.7, if the contractual relation still continues.

3.6. The vendor shall not pay interest on security or advance payment.

3.7. The maximum amount of security or advance payment may equal the amount invoiced for electricity supply since the beginning of the invoicing period until the date of cutting electricity supply (as specified in articles 8.1-8.5), unless some other agreement has been made with a user who is not a consumer, or a user encompassed by the obligation to deliver. The invoice for the supply of electricity shall be calculated according to the customer's estimated electricity use. The estimate may be based on the period when the use of electricity is highest.

3.8. When the contract for electricity supply has expired, the vendor shall return the security to the user as soon as the final invoice has been paid and all other obligations of the user have been fulfilled. If the contract remains valid, the security shall be returned to the user not later than two years after the date it was given (the corresponding period for the consumer is one year). When the contract is valid and a security has been lodged, the security shall not be returned, if the user has essentially defaulted on payment during the period the security is being held. However, a security or a part thereof shall not be returned to the user when the supply contract is valid or after it has expired, if the vendor can require that the whole security or a part thereof should be used for paying the vendor's outstanding receivables, accrued penal interests and reasonable collection charges based on the user's other valid or expired electricity sale or supply contracts.

If the user is not a consumer or encompassed by the obligation to deliver, the user and vendor may also make other agreements on returning the security. The advance payment shall be used to effect maturing payments within the return period for the security specified in this article.

3.9. A confirmation shall be drawn up in writing on the lodging of security. A statement about advance payment may be included also in the confirmation.

3.10. The vendor is entitled to realise the security lodged in the manner he thinks best in order to have his outstanding receivables paid.

3.11. Instead of lodging a security or making an advance payment, the user and vendor may agree that the charges conforming to the contract for electricity supply shall be paid in advance. As

regards reverting to the ordinary payment schedule, the provisions included in article 3.8 shall be followed as applicable.

3.12. The advance payment referred to in this chapter or the prepayment referred to in article 3.11 are not in question, if the user selects from among the alternative products available including electricity sales and the network service, or the payment methods available, the one with an accelerated payment arrangement.

#### **4. Electrical equipment**

4.1. By referring to the provisions specified in this chapter, the DSO may not refuse to develop the network as required by the Electricity Market Act.

4.2. The contracting parties shall ensure that their electrical installations and electrical equipment are in the condition required by rules and regulations. Electrical installations and equipment shall not be used so that damages or disturbances are caused to the distribution network or other users. According to articles 4.2-4.12, also other types of electrical installations and equipment within the scope of responsibility of a contracting party are considered to belong to this party. The scope of responsibility of the vendor covers the equipment of the DSO or his subcontractor. The installations and equipment of such a lease-holder or re-buyer, who has not concluded a contract for electricity supply or a power network contract with the DSO, are considered to be within the scope of responsibility of the user.

4.3. The user shall inform the vendor about any installations conforming to articles 4.5.1 and 4.5.2 before they are taken into use. Connecting installations that feed electricity into the electricity network of a property while the electricity network of the property is connected to a distribution network is not permitted without a separate agreement.

4.4. Electrical installations shall be carried out, inspected and connected to the power network in compliance with the legislation concerning electrical safety and the related rules and regulations, as well as with the standards to be adhered to in the electricity sector. If no standards exist, the vendor (in practice, the DSO) may issue recommendations or guidelines based on international practice and good modes of constructing and using electrical equipment in order to facilitate the connection of the devices and equipment of the user to the network.

4.5. If there is a standard concerning mains interruptions that can be applied to the electrical devices or equipment of the user, the user shall, while taking the devices or equipment into use or using them, investigate, whether his electrical installation or equipment can be connected to the network, taking into account the properties of the network concerned and the mode of operation of the equipment. Upon request, the vendor shall provide the user with the information on the properties of the network.

4.5.1. If there are no standards suitable for the mains interruptions caused by the user's electrical installations or equipment, the vendor shall investigate, on the user's request, whether the installation or equipment can be connected to the network concerned. It is recommended that an investigation request be made in the following cases in particular:

- The switching current of the electrical device or equipment is high compared to the size of the main fuse.
- The electrical device or equipment is connected to the network frequently, or
- The use of the electrical device or equipment calls for special measures from the DSO or vendor.
- The electrical device or equipment causes excessive harmonic current.

4.5.2. Typical examples of equipment and installations requiring advance investigation include the following:

- generators and other equipment feeding voltage, energy or short-circuit power to the distribution network
  - e.g. wind power plants, solar power plants and bio-fuel fired power plants

- ground source heat pumps
- compensating equipment for reactive power
- welding apparatus
- compressors
- fairly large equipment steered by electronics
- fairly large electronic power converters or frequency converters.

4.5.3. Equipment that is frequently switched on, such as pumps, compressors and engines, and require a high start-up current, should be fitted with current-limiting systems in order that their operation will not exceed the connection size defined in the connection contract.

4.6. The contracting parties are required to pay compensation to each other for the damage specified in chapter 11, subject to the conditions and limitations presented in the same chapter, caused by their installations contrary to the rules, regulations and written instructions referred to in the above articles (4.2 - 4.5) or by their faulty equipment, or by the operation of such installations or equipment. The user also liable for such damage caused to other users for which the DSO is, or may be, required to pay compensation to other users. The user's liability for damage has been limited as follows, however:

4.6.1. The user is liable for damage only if he has known or should have known the risks that may have been caused by his installations or equipment or their use, taking into account his expertise, the properties of the equipment used or the installation, as well as the information the vendor or the DSO may have provided him with.

4.6.2. When an electrical device or equipment has a fault or property that the user has not been able to notice, the user is liable for the damages and costs that may be caused by such electrical devices or equipment, if he continues to use the defective device or equipment despite a remark made by the vendor or the DSO.

4.7. The contracting parties shall notify each other of all faults and disturbances they have detected in their electrical installations and equipment. The contracting parties shall, after they have been notified of the fault or disturbance, without delay take measures to remedy the situation. If the fault or disturbance that has been reported does not fall within the scope of the contracting party's obligation to make repairs, the contracting party shall inform the notifying party of his opinion of the responsible party.

4.8. If the fault or disturbance notified by the user belongs to some other party's scope of obligation to make repairs than the vendor's, the vendor shall inform this party of the fault or disturbance.

4.9. If the electrical equipment of the user disturbs the electricity use of other users or the operation of the vendor's (in practice, the DSO's) metering or other systems, the vendor and user shall jointly determine the methods of eliminating the disturbance. The vendor may then e.g. limit the use of the equipment so that it will take place on determined dates. The vendor may prohibit the use of the equipment only if the appliance cannot be operated at all without causing major disturbance to other users or the vendor's (in practice, the DSO's) metering or other systems.

4.10. If there is electrical equipment controlled by the vendor or DSO in the premises or area of the user, the user shall allow the vendor or the DSO to immediately enter, free of charge, the place where the equipment is located, to carry out maintenance, checking, fault diagnosis or repair work regardless of the time of day or night, in the manner approved by the contracting parties.

4.11. The vendor is not responsible to the user for the properties, ageing, wear and tear or breakage of the user's equipment or its compatibility with the distribution network, the user's own network or the other electrical devices or equipment connected to the user's network, or for the damages caused by the above-mentioned circumstances, unless it is question of a fault in the quality of electricity referred to in chapter 10. Neither is the vendor liable for the damage caused by the user's installations or equipment or their insufficient protection.

4.12. If the user, e.g. due to the sensitivity of his equipment, needs electricity of a higher quality than the electricity conforming to conventional supply (cf. article 10.7) or an uninterrupted supply

of electricity (cf. article 10.8), the user shall contact the vendor in order to have the matter investigated.

## **B. Metering, invoicing and interruption of electricity supply**

### **5. Metering of electricity supply and the metering equipment**

5.1. The contract for electricity supply shall include an agreement on the arrangement of metering. Unless some other agreement has been included in the contract for electricity supply, in the connection contract concerning the place of use, or has otherwise been agreed upon, the vendor is responsible to the user for the metering and metering equipment. In practice, the DSO is responsible for arranging the metering required by the electricity market legislation and for the reading, forwarding and reporting of metering data. The user shall pay the reasonable metering costs caused by him. If there are several meters, an agreement shall be included in the contract for electricity supply on the meter or meters on which the invoicing concerning electricity supply and balance settlement shall be based. If there is another meter in the place of use, in addition to those on which invoicing is based, metering the internal distribution of electricity use, the DSO shall not be responsible for the reading of this kind of meter, or arranging a balance settlement for the electricity use metered by it, unless a separate agreement is made and a separate compensation is paid.

5.2. The user shall agree to it that the equipment required by the vendor (in practise, the DSO) for metering and the transfer of metering data is installed in his premises without compensation, and that it can be kept, serviced and read there, and that any other necessary measures can be taken there.

5.3. The structure and accuracy of the metering equipment shall conform to the standards and general practice and meet the requirements of the legislation concerning the electricity market.

5.4. The party responsible for the metering equipment shall also be responsible for the inspection of the metering equipment as separately specified in rules and regulations and otherwise as necessary. If the other party so requires, the party responsible for the metering equipment shall have the metering equipment inspected. If the verified fault percentage is higher than twice the accuracy class of the meter at the loads decisive with respect to the charge, the party to the contract who is responsible for the metering equipment is required to pay the costs caused by the inspection. Otherwise the party who has required an inspection shall pay the costs.

5.5. It is possible to have the metering equipment inspected by inspectors, who have been approved for inspection on the grounds of the Stabilisation Decree, or by some other inspector approved by the parties. Responsibility for the costs caused by an inspection is determined according what has been stated in the previous article.

### **6 Reading of the meter and transfer of metering data**

6.1. The user shall agree to it that the meter can be accessed, the metering data read and transferred from the metering equipment and that the metering data can be used in the manner required by the settlement of electricity balances and metering, as prescribed, or if there are no provisions on the matter, according to the general practice followed in the sector.

6.2. The user shall agree to it that the data on the supply and quality of electricity are read and transferred from the metering equipment and that they are used in the operation of the DSO's network.

6.3. The user shall permit the data transfer needed for forwarding the vendor's (in practice, the DSO's) metering data or other data related to network operations on his power network. This kind of data transfer shall not cause costs or disturbance to electricity users. Neither may the electricity user take such measures at a later stage which could disturb or endanger the data transfer conforming to this article that the vendor or distribution system operator started earlier.

6.4. If the metering equipment is based on hourly metering, the data on consumption shall be transferred from the meter in compliance with provisions in force. The vendor (in practice, the DSO) is entitled to estimate the metering data on the basis of the previous data on electricity consumption in the place where electricity is used, if the metering data is not available due to a temporary data transfer or equipment failure.

6.5. If the metering equipment is not based on hourly metering, articles 6.5.1 - 6.5.5 shall be complied with.

6.5.1. The vendor (in practice, the DSO) shall ensure that the electricity meter is read at regular intervals, at least once a year.

6.5.2. The user and the vendor may agree that the meter is read more frequently and that the reasonable costs resulting from the more frequent readings are reimbursed to the vendor.

6.5.3. The user shall allow the persons authorised by the DSO or vendor to access the metering equipment and to read the meter. The meter shall be read at such a time that the reading does not cause significant inconvenience to the user.

6.5.4. If the DSO makes a request in writing, the user is required to provide, three times a year, the DSO with the meter readings concerning each place of use conforming to the power network contract. This article does not concern the users, for whom it is in practice impossible to read the meter.

6.5.5. The vendor and DSO are entitled to estimate the reading of the metering equipment on the basis of previous data on electricity consumption in the place where electricity is used, if the place where the metering equipment is located cannot be accessed by the DSO and if the user has failed to provide the DSO with a reading by a reasonable deadline set by the DSO, even though the DSO has requested the reading.

6.6. The vendor is responsible for reading the metering equipment after the user has notified him of the fact that electricity vendor has been changed. In practice, the reading of the meter is most often implemented by the DSO, who is entitled to estimate the reading of the metering equipment, other than hourly- metering equipment, on the basis of previous data on electricity consumption in the place where electricity is used, unless the equipment is aimed at energy metering and registration by the hour, when the electricity vendor for the place where electricity is used has been changed, if the user has failed to provide the DSO with a reading by a reasonable deadline set by the DSO, although the DSO has requested the reading, or if the location of the metering equipment cannot be accessed by the user. The estimate can also be based on a reading of the metering equipment carried out by the DSO after the electricity vendor has been changed, but before the user has received a final bill.

## **7. Invoicing and payments**

7.1. The vendor shall invoice the user for the electricity supplied in accordance with the contract for electricity supply. The changes in price lists and other contractual terms have been discussed in chapter 13.

7.1.1. If there is hourly-metering equipment or some other type of remotely read metering equipment in the place of electricity use, invoicing shall be based on metered electricity consumption, unless some other agreement has been made. If the metering of electricity consumption in the place of electricity use is not based on remotely read metering equipment, invoicing shall be based on the estimated electricity consumption of the user, unless some other agreement has been made. Estimated invoicing shall be balanced at least four times a year on the basis of a meter reading that has been either reported or acquired by means of a reading (the reading or balancing invoice) (article 6.5), unless some other agreement has been made.

7.1.2. Invoicing may also be based on an estimate of the user's previous electricity

consumption, if the vendor is unable to determine the meter reading.

7.1.3. The vendor is required to revise invoicing based on estimated electricity consumption upon the request of the user, in case there has been an essential change in the circumstances on which invoicing is based or there is a legitimate reason for revising it.

7.2. The content of the invoice shall comply with the Electricity Market Act and the rules and regulations issued by virtue of it.

7.3. A period of at least two weeks shall be left between the date of sending the invoice and the due date. If the user is not a consumer, the contracting parties may also agree on a shorter time of maturity.

7.4. The user is required to pay the invoice sent by the vendor by the due date stated on the invoice. The invoice shall be sent to the invoicing address provided by the user. The user is required to pay the invoice regardless of the address, to which he has requested the vendor to send the invoice.

7.5. The vendor is entitled to collect a penal interest on delayed payments in compliance with the Interest Act. If the due date and the amount to be paid have been determined in advance, penal interest is charged as of the due date. If the due date of the consumer's invoice and/or the amount to be paid have not been determined in advance, a penal interest cannot be charged until 30 days have elapsed since the invoice was sent. In addition to sending a reminder in writing, also a reasonable fee conforming to a valid price list may be collected for sending the reminder.

7.6. The vendor is entitled to charge an additional fee for invoicing and metering errors and for errors in the reading of the meter, and the user is entitled to receive a credit note in accordance with the following articles:

7.6.1. If a metering error has been shown to be bigger than what is acceptable according to article 5.4., this shall be taken into account in invoicing so that a credit note or an additional invoice is issued by virtue of an assessment based on an inspection of the metering equipment, the verified amounts of electricity used at different times as well as other data.

7.6.2. The contracting parties may present claims for their receivables stemming from the three preceding years, if the claims are based on errors specified in article 7.6. The time limit of three years is counted from the date on which the error was reported to the other contracting party.

7.6.3. The user may, however, present a claim for his receivables specified in article 7.6, stemming from the whole period, not longer than 10 years, however, during which the error has affected invoicing, if the moment the error took place and the effects of the error on invoicing can be verified afterwards.

7.6.4. With regard to the period of interest accrual, no interest shall be paid on the additional charge or compensation determined on the grounds of the previous articles. As regards the additional charge, the user shall be granted a reasonable term of payment. If the user does not pay the invoice based on the additional charge during the period granted, a penal interest may be collected on it for the period exceeding the term of payment, as specified in the Interest Act.

7.7. The user is required to pay also for the metered or verified electricity supply that has been caused by faults in the electrical installations or electrical equipment within the scope of responsibility of the user.

7.8. The final invoice shall be delivered to the consumer within six weeks from the date on which electricity supply to the consumer have been discontinued.

7.8.1. If the vendor is required to pay a refund to the customer based on the final invoice, the refund shall be paid no later than two weeks from the date on which the data required for making the payment have been delivered to the vendor.

## **8. Interruption of electricity supply**

8.1. The vendor is entitled to interrupt electricity supply, if the user has materially defaulted on the payment of the receivables of the vendor or has otherwise materially breached his obligations based on the contract for electricity supply.

8.2. The vendor shall *remind* the user in writing of the need to rectify a breach of contract, i.e. to pay the outstanding receivable or to rectify some other negligence within a period stated in the reminder, which is at least two weeks from sending the reminder. If a charged reminder is sent to the user, who is a consumer, the reminder can be sent at the earliest two weeks after the payment has originally fallen due. If the user does not rectify the breach of contract within the period granted in spite of the reminder, the vendor shall send a *warning of cutting the supply of electricity* to the invoicing address of the user, or to some other address separately agreed on. The date of cutting the supply of electricity shall be stated in the warning. The user shall rectify the breach of contract in time before the date the supply of electricity is to be cut in order to avoid the interruption. The warning of cutting the supply of electricity shall be sent to the address of the user at least two weeks before cutting the supply of electricity. The supply of electricity may be cut at the earliest five weeks after the payment has originally fallen due or after the user has been informed for the first time of some other of breach of contract and the need to rectify it. If a charged reminder has been sent to the user, who is a consumer, the supply of electricity may be interrupted at the earliest six weeks after the payment has originally fallen due.

8.3. If the default on payment is caused by financial difficulties that the user has run into because of a severe illness, unemployment or some other special cause, principally through no fault of his own, the supply of electricity may be cut at the earliest three months after the due date of the payment. The user shall notify the vendor of the reason for the non-payment as soon as he is aware of it and, if possible, before the due date of the invoice.

8.4. The supply of electricity to a consumer or residential property may be cut only if the outstanding invoice of such a user amounts to at least EUR 500 or at least three months have elapsed since the due date of the oldest outstanding invoice.

8.5. The supply of electricity may not be cut, because of default on payment, between the beginning of October and the end of April in a building or in a part of a building that is used as a permanent residence, if the building is heated by means of electricity, before four months have elapsed since the due date of the outstanding payment.

8.6. If the user's default on payment is due to a force majeure, the supply of electricity may not be cut as long as it prevails.

8.7. The supply of electricity may be cut also at the request of the user. If, despite his request to have the supply of electricity cut, the user wishes to maintain an opportunity for electricity supply or network service, he has to pay a valid fee for such maintenance.

8.8. If the supply of electricity is cut for a reason attributable to the user, and not because of a request conforming to article 8.7, the user may not be released from his obligation to pay or his other obligations towards the vendor.

8.9. In accordance with a valid price list, the vendor is entitled to charge a reasonable fee from the user for sending a reminder and a warning of cutting the supply of electricity and for cutting and reconnecting the supply of electricity.

8.10. The supply of electricity shall be continued after the reason for the interruption has been removed. The vendor is not, however, responsible for continuing the supply of electricity (i.e. for reconnecting the user to the network) before the user has paid the fees and costs caused by a written reminder or other notifications, and by other measures taken in connection with cutting and reconnecting the supply of electricity, as well as the outstanding receivables of the vendor and lodged the requisite security. The vendor and the user may make a separate agreement to the effect that electricity sales will be started again before the requisite security expires. In such a case,

electricity sales can be discontinued with immediate effect without a separate notification, if the security has not been paid by the due date.

8.11. The supply of electricity may be cut or it may be otherwise steered in accordance with articles 2.8.1-2.8.3.

### **C. Delay and fault in electricity supply, compensation of damages and standard compensation**

#### **9. Commencement of electricity supply and delays in it**

9.1. The DSO is most often the body implementing the obligations of the vendor specified in this chapter. In the matters referred to in this chapter, the user may also directly contact the DSO.

9.2. The supply of electricity is commenced (i.e. the user is connected to the network) in accordance with prerequisites that have been separately agreed upon and that conform to the provisions included in these terms (see articles 2.2 and 2.3). Electricity supply can be started at the earliest after 14 days have elapsed since the contract for electricity supply was concluded, unless some other agreement has been made.

9.3. If the commencement of electricity supply is delayed, the vendor shall immediately notify the user of an acceptable reason for the delay that conforms to these terms, or commence the supply of electricity.

9.4. If, owing to a delay attributable to the vendor, the supply of electricity has not commenced, the vendor shall compensate the user for the damage caused by the delay in accordance with chapter 11 and the limitations specified in it.

9.5. The vendor shall deduct the charges related to the supply of electricity that have accrued during a delay and of which he has been informed from the invoice to be sent to the user after the matter has been cleared up. If a deduction is no longer possible on the invoice due to e.g. the termination of a contractual relation, the reimbursement of the sum shall be implemented in some other way.

9.5.1. If the user wants to ensure that the charge referred to in article 9.5 that has accrued during the delay is deducted from his invoice, he shall make a claim to this effect to the vendor. The vendor may request the user to supplement the claim in writing, if necessary. Unless the claim is unfounded, the vendor shall deduct the amount to be withheld from the first invoice to be sent to the user after the matter has been cleared up.

#### **10. Fault in electricity supply**

10.1. The party often implementing the vendor's obligations included in this chapter is the DSO. In the matters referred to in this chapter, the user may also contact the DSO directly. Notices of faults and other similar notifications shall be given in the manner required by the vendor.

10.2. The supply of electricity is faulty, if the quality of electricity or the mode of supply does not correspond to what has been agreed upon or what can be considered to have been agreed upon.

10.3. In addition an error shall be deemed to have occurred in the electricity vendor's service, when an error or a delay has occurred in a consumer's invoicing, and the error or delay cannot be considered insignificant

10.3.1. However, the vendor's service is not deemed to be erroneous if errors or delays in invoicing are caused by a third party and if the vendor can show that an error or a delay was caused by a factor beyond his control, the consequences of which he could not reasonably have been able to avoid or prevent.

10.3.2. Invoicing is not deemed to be erroneous or delayed, if it is based on an estimate in accordance with article 7.1.2.

10.4. On request, the vendor is responsible for providing the user with the necessary information about the fault suspected by the user as well as the reasons for it.

10.5. A written agreement may be made on deviations from the qualitative requirements for electricity and the mode of supply (cutting electricity supply) by including such agreements in a

written contract for electricity supply, in a written connection contract concerning the place where electricity is used, or by concluding a separate contract in writing.

10.6. The limitations or agreed deviations specified in this chapter do not release the DSO from the obligation to develop the power network in the manner laid down in the Electricity Market Act.

10.7. When evaluating the quality (deviations in the quality) of electricity supply, the following considerations shall be taken into account:

10.7.1. The quality of electricity is to be evaluated at the point of connection.

10.7.2.. If there is no agreement to the contrary, the supply of electricity is faulty, if the quality of electricity does not correspond to the standards adhered to in Finland (the standard to be applied when these terms enter into force is SFS / EN 50160).

10.7.3. As regards the supply of electricity concerning three-phase current, interruptions in one or two phases may mean the interruption referred to in article 10.8.

10.8. When the mode of supply is evaluated, it must be taken into account that it is not possible to require that electricity supply is never interrupted. The electricity network is exposed to various natural and other phenomena that may cause interruptions. If there is no agreement to the contrary, the supply of electricity is faulty, if there have been continuous or repeated interruptions in the supply of electricity and these interruptions (power cuts) cannot be considered minor in view of their reason and circumstances. The faults caused by an interruption in the supply of electricity shall be evaluated as a whole.

10.9. In addition to the above article, e.g. the following articles shall be taken into account:

10.9.1 The vendor and DSO are entitled to temporarily and immediately interrupt the supply of electricity (cut the distribution of electricity), if it is necessary for preventing danger to human life, health or property.

10.9.2. An essential disturbance in electricity generation, the distribution business or cross-border electricity transmission or some other reason independent of the vendor and DSO (such as a war or other type of crisis situation, industrial action or an exceptional natural circumstance) may cause such a disturbance in the availability of electricity that the supply of electricity may be totally interrupted or it may decrease so that the vendor or DSO is forced to interrupt the supply of electricity to users or introduce regulation.

10.9.3. If the vendor or DSO is capable of supplying electricity or offering network services to a limited extent only due to the reasons specified in the two previous articles, the vendor and DSO are entitled to divide (regulate) the electricity available between users by taking into account the general and vital needs of society, any provisions that may be issued by the authorities, any valid plans or obligations concerning the management of the electricity shortage, as well as the prevailing circumstances, and to interrupt any other supply of electricity or the provision of network services, if necessary.

10.10. The supply of electricity may be temporarily interrupted, if the interruption is necessary for maintaining the provision of services by servicing, modifying and inspecting the necessary equipment, or by diagnosing faults in it, or for some other similar reason. The interruption shall not be unnecessarily long, and it shall take place at such a time and in such a manner that it will cause as little disturbance to the users as possible.

10.11. Sufficient information shall be provided on interruptions caused by the reasons specified in the previous article, of which the DSO has been aware of in advance. If sufficient information is not provided on an interruption referred to in this article or if the reconnection following the interruption is unnecessarily delayed from what has been stated earlier, the network service is faulty.

10.12. The interruption is considered to have begun at the moment, when the DSO has been notified of it or can be considered to have been aware of it.

10.13. The user shall keep in mind that electricity supply may not be uninterrupted. The user shall take into account the operating conditions of his equipment and make sure that the supply of

electricity to his equipment is appropriate, if he, e.g. due to the sensitivity of his equipment, needs electricity of a higher quality than the electricity conforming to conventional supply, or an uninterrupted supply of electricity.

10.14. The vendor (in practice, the DSO) will not necessarily be automatically informed about interruptions in electricity supply to a single place of electricity use or area. Therefore, the user should notify the vendor or DSO of such interruptions.

10.14.1. If the vendor is always automatically informed about interruptions in electricity supply to a single place of electricity use or area, the vendor or DSO is required to tell the customer about this.

10.14.2. On request, the vendor is required to provide the user with more detailed information as to how the vendor or DSO is informed about interruptions in electricity supply by his own systems.

10.15. The user shall without delay notify the vendor of any defect or fault or imminent fault he has detected in electricity supply, or of the fact that he considers there to be a fault in electricity supply, in the manner required by the vendor. It is not necessary to notify the vendor, if it is justified to assume that the party responsible for repairing the fault (generally the DSO) is aware of the fault or an imminent fault or has otherwise been informed of the opinion of the user.

10.16. The vendor is responsible for ensuring that the DSO, or any other party responsible for repairs, diagnoses the fault and repairs it as soon as he has been notified of the fault or has otherwise become aware of it.

10.17. If there is a fault in electricity supply, the vendor is required to compensate the user for the damage caused by this fault in accordance with chapter 11.

10.18. If the supply of electricity is faulty, the user is entitled to a price reduction proportionate to the fault. Similarly, when an error or a delay has occurred in a consumer's invoicing, the consumer is entitled to a price reduction proportionate to the error.

10.18.1. If the fault is based on an interruption of electricity supply, the price reduction is at least four per cent (4%) of the estimated annual network service fee paid by the user for the place of electricity use concerned. If the user is not a consumer, the above-mentioned 4% rule is applied to the calculation of annual price reductions up to EUR 350 per user. The price reduction shall always correspond to the fault. If the user is paid a standard compensation due to an interruption in electricity supply in accordance with chapter 12, he is not entitled to the price reduction referred to in this article due to the same interruption.

10.19. The vendor shall deduct the price reduction derived from a fault that has come to his knowledge from the following invoice to be sent to the user, or credit the price reduction to the user in accordance with what has been laid down in articles 9. and 9.5.1.

10.20. The user has always the right to present the claims based on a fault in electricity supply to the vendor. A claim shall be presented within a reasonable time from the moment the user detected, or should have detected, the fault in electricity supply and had the data on the vendor required for presenting the claims.

## **11. Compensation of damages**

11.1. The vendor shall compensate the user for the damages caused by a delay or fault in electricity supply specified in these terms, and the consumer for the damage caused by an error or a delay in invoicing, in accordance with the reasons and limitations mentioned in this chapter.

11.2. No compensation shall be paid for damages caused by a delay, if the vendor shows that the delay is caused by an obstacle that is beyond his control and that he cannot reasonably be expected to have taken into account when concluding the contract for electricity supply and that has consequences which he could not have reasonably avoided or overcome.

11.3. If the delay is caused by a third party that the vendor has used as help in fulfilling the contract for electricity supply, the vendor is released from his obligation to pay compensation only if this third party would also be released from the obligation to pay compensation by virtue of article 11.2.

11.4. The user has the right to receive compensation for indirect damage only if the delay or fault is caused by negligence on the part of the vendor. If the user is not a consumer and no agreement has been made to the contrary by the parties to the contract, the maximum sum to be paid as compensation for indirect damage by the vendor corresponds to the total amount of the annual network service fees paid by the user (see article 10.18.1). The amount to be paid as compensation may not exceed EUR 8,500, however. If the vendor has been guilty of deliberateness or gross negligence, the limitation of the maximum amount of compensation shall not be applied.

11.5. In these terms, indirect damage means:

11.5.1. loss of earnings incurred by the user of electricity because of the delay or fault or the consequent actions;

11.5.2. damage caused by an obligation which is based on some other agreement;

11.5.3. major loss of utility at the place where electricity is used when this loss does not result in direct economic damage, and other comparable major disturbance;

11.5.4. damage caused to the property of a user who is not a consumer by a functional disturbance or stopping in the user's device or equipment as a result of a fault in electricity supply or by an interruption of the user's activity, or consequential financial damage or loss attributable to the same reason; and

11.5.5. other similar damage that is difficult to foresee.

11.6. The consumer is entitled to receive compensation also for the damage caused to his family or family member on the same grounds as for the damage caused to him.

11.7. In spite of what has been stated above in article 11.5.4, the user shall be compensated for the damage caused to the property mainly in his private use. Similarly, a user who is in the position of a consumer and has no contractual relation with the vendor, who acquires the supply of electricity from the user, shall receive direct compensation for the damage specified in the previous sentence. The user is not entitled to a corresponding compensation.

11.8. In order to prevent damage, when damage occurs or is imminent, the parties to the contract shall take all measures for the prevention or limitation of damage that can reasonably be required or expected of them. If the damage is caused by the user's activity, the vendor is not required to pay compensation for it. Compensation shall be paid for the damage that has been caused to a contracting party by the limitation of the damage for which compensation shall be paid in accordance with these terms.

11.9. If the user shirks his obligation to take reasonable action to limit the extent of the damage being caused to him, he himself shall be liable for the damage in this respect. If the user's negligence can be considered to be of minor significance, the proportion of liability for damage to be borne by the user may be reduced in this respect, however.

11.10. The vendor is not required to pay compensation for such damage, for which the user or some other party is entitled to receive compensation on other grounds, such as a delayed connection to the network.

## **12. Standard compensation**

12.1. Without a separate request, the user has the right to receive a standard compensation due to a continuous interruption, unless the vendor shows that the interruption in electricity supply is caused by an obstacle beyond his control which he cannot reasonably be expected to take into account in his operations and the consequences of which could not have been avoided or overcome with due diligence.

12.2. A standard compensation is always based on an interruption caused by the electricity supply provided by the vendor. If the interruption has been due to a disturbance or interruption that has

occurred on the national grid or a regional network or that has been caused by measures taken by third parties, the user has no right to receive standard compensation. If the interruption has been caused by the user's electrical equipment, the vendor is not required to pay standard compensation to the user concerned or to other users affected by the interruption concerned.

12.3. The amount of standard compensation of the user's annual network service fee is as follows:

- 1) 10%, when the interruption duration has been at least 12 hours, but less than 24 hours;
- 2) 25%, when the interruption duration has been at least 24 hours, but less than 72 hours;
- 3) 50%, when the interruption duration has been at least 72 hours, but less than 120 hours;
- 4) 100%, when the interruption duration has been at least 120 hours, but less than 192 hours;
- 5) 150%, when the interruption duration has been at least 192 hours, but less than 288 hours;
- and
- 6) 200%, when the interruption duration has been at least 288 hours.

12.4. The maximum amount of standard compensations to be paid to the user for interruptions in network service per calendar year is 200 per cent of the annual network service fee or EUR 2,000. However, the maximum amount of standard compensation to be paid for a single interruption in network service is

- 1) EUR 1,000, if the interruption on which the standard compensation is based has begun before 1 January 2016
- 2) EUR 1,500, if the interruption on which the standard compensation is based has begun before 1 January 2018, and
- 3) EUR 2,000, if the interruption on which the standard compensation is based has begun on 1 January 2018 or after that.

The maximum amount of standard compensation may be revised by virtue of a Government decree to correspond to a change in the value of money.

12.5. The DSO shall determine the amount of standard compensation on the basis of an estimate for the annual consumption of the place of electricity use.

12.6. If the user is paid a standard compensation due to an interruption in electricity supply, he is not entitled to the price reduction referred to in article 10.18 due to the same interruption.

12.7. No agreements resulting in deviations from the payment of standard compensation shall be made to the detriment of the user.

12.8. Without a separate request, the user has the right to receive a standard compensation, if the vendor or DSO has been aware of such an interruption in electricity supply which entitles the user to a standard compensation. In addition, the user has always the right to present his claims based on interruptions in electricity supply to the vendor. A claim shall be presented within a reasonable time from the moment the user noticed, or should have noticed, the interruption in electricity supply, and has the vendor's contact details needed for presenting the claims.

12.9. Fulfilment of the terms that entitle a user to standard compensation does not mean that there would have been a fault in electricity supply conforming to article 10.

## **D. Changing the terms of contract, transfer and expiration of the contract**

### **13. Changing the terms of contract and prices**

13.1. The contracting parties may jointly agree to make changes in an individual contract for electricity supply. Unless some other agreement has been made, the provisions included in articles 2.4 - 2.4.5. shall then be complied with.

13.2. The user and vendor may agree that the price shall be bound to a separately defined reference value that is beyond the control of the contracting parties. The manner in which the impact of the reference value shall be taken into consideration is defined in the contract for electricity supply. Taking the impact of the reference value into consideration as referred to in this article is not the change in the terms of a price or any other contract referred to later on.

13.3. The vendor has the right to change the terms of a contract for electricity supply and prices, if the reason for the change is one of the following:  
the procurement costs of electricity incurred by the vendor;

- changes in the costs caused by limitations of transmission capacity;
- changes in the labour or other operating costs related to electricity sales;
- changes in the production costs of the services required by the implementation of electricity sales; or
- a change in the price of a network product included in the electricity supply provided by the DSO in accordance with this contract for electricity supply.

The terms of a contract for electricity supply may not be changed on the basis of this article so that the principal content of the contract for electricity supply will essentially change. A fixed-term contract for electricity supply may not be changed on the basis of this article, however.

13.4. The vendor is entitled to change the terms of contract and prices, if the change is based on a legislative amendment or a decision of the authorities that the vendor could not have taken into account when concluding the contract for electricity supply.

13.5. The vendor may change the prices and other terms of contract on the basis of such a legislative amendment or decision of the authorities that the vendor has been aware of when concluding the contract for electricity supply, provided that a price increase or change in the terms of contract will not alter the principal content of the contract for electricity supply.

13.6. The vendor is entitled to change the terms of contract and prices, if there is a special reason for it, owing to

- an essential change in circumstances;
- a revision of outdated contractual or pricing arrangements, or
- measures required by energy conservation.

This article shall not be applied to fixed-term contracts for electricity supply..

13.7. Within a reasonable transition period, the vendor is entitled to replace an outdated electricity supply product with a product that is presented in the product price list and is suitable for the user. The vendor shall send the user a withdrawal plan indicating the manner and schedule of withdrawing the outdated product. The plan must be sent to the user within a reasonable time before the product is replaced.

13.8. The vendor is entitled to make such minor changes in contractual terms that do not affect the principal content of the contractual relation.

13.9. The vendor shall send the user a notification of how and from which date the prices or other terms of contract will change and the reason for the change. A statement about whether the contracting parties are entitled to terminate the contract for electricity supply shall also be included in the notification. If the reason for the change is some other than an amendment to legislation or a decision of the authorities, the change may take effect at the earliest two weeks, and on the part of consumers, one month after the sending of a notification. The notification is to be sent to the invoicing address of the user or to some other address separately agreed on, and it can be included, e.g., in an invoice to be sent to the user.

13.10. If the change is based on an amendment to legislation or a decision of the authorities, the vendor is entitled to implement the change as of the date when the change or decision took effect. If the change is to the detriment of the user, it can be implemented as of a later date to be determined by the vendor. The vendor shall notify the user of the changes to be made on these grounds as soon as possible.

#### **14. Transfer of the contract for electricity supply**

14.1 The user may not transfer a contract for electricity supply to a third party.

14.2 The vendor is entitled to transfer a contract for electricity supply to another vendor. The terms of a contract for electricity supply may not be changed in connection with the transfer, unless there are other provisions to the contrary in the last item of article 13.3. The new vendor shall notify the user of the transfer no later than in connection with the first invoice.

#### **15. Expiration of the contract for electricity supply**

15.1. When a connection contract expires, also the contracts for electricity supply concerning the place of electricity use specified in the connection contract expire.

15.2. A fixed-term contract for electricity supply expires at the end of the term or because it has been cancelled, unless there are other provisions to the contrary in articles 15.2.2-15.2.5.

15.2.1. Unless some other agreement has been made, a fixed-term contract for electricity supply continues to be valid for an indefinite period after the end of the term, if no new contract for electricity supply has been concluded between the vendor and the user or if neither party has terminated the contract at two weeks' notice.

15.2.2. The consumer may terminate a contract for electricity supply that is outside the obligation to deliver and valid for a fixed term of more than two years at two weeks' notice, after it has been valid for two years.

15.2.3. A fixed-term contract for electricity supply that continues to be valid for a new term may also be concluded outside the obligation to deliver, unless a party to the contract declares its desire to withdraw from it. The vendor shall inform the consumer of the beginning of a new term at least a month before the last date, when the consumer may withdraw from the renewal of the contract for a new term. The right of the consumer to terminate a fixed-term contract for electricity supply referred to in the previous article begins, when two years have elapsed from the beginning of the first term conforming to the same contract. When a fixed-term contract concluded for a period of two years or for a longer period than two years expires, the precondition for concluding a new fixed-term contract is that the consumer explicitly agrees to it.

15.2.4. Both parties to the contract may, however, terminate a fixed-term contract for electricity supply concluded outside the obligation to deliver at two weeks' notice, if the place where electricity is used changes, for example, because the user moves to a different location, unless some other agreement has been made.

15.2.5. The consumer may terminate a fixed-term contract for electricity supply, if the consumer's requirement for electricity has materially changed due to his severe illness, death of his near relative, or for other comparable and weighty reasons, if the continuation of the contract for electricity supply can then be considered unreasonable for the user.

15.3. If a fixed-term contract for electricity supply expires before the due date in another type of situation than those mentioned in articles 15.2.2-15.2.5 for a reason attributable to the user, the vendor is entitled to collect a reasonable contractual penalty from the user, if the penalty and its amount have separately been agreed upon in an individual contract for electricity supply.

15.4. A contract for electricity supply that is valid indefinitely expires when it is terminated or revoked.

15.4.1 Both parties to the contract may terminate a contract for electricity supply that is outside the obligation to deliver at two weeks' notice, unless some other agreement has been made. The period of notice for the vendor may not be agreed to be shorter than two weeks.

15.4.2. The user may always terminate a contract for electricity supply encompassed by the obligation to deliver at two weeks' notice.

15.4.3. The vendor may not terminate a contract for electricity supply concluded with a consumer encompassed by the obligation to deliver. The vendor may terminate a contract for electricity supply concluded with a user who is not a consumer at three months' notice, if maintaining the validity of the contract for electricity supply is unreasonable for the vendor due to an amendment to legislation or an essential change in circumstances.

15.5. After the user has been notified of a revision of the terms or prices, or of a transfer of the contract for electricity supply, he is entitled, for 15 days (in case of the consumer, for 30 days), to terminate the contract for electricity supply at two weeks' notice. The revised terms or prices do not concern the user, unless the revision is based on a decision of the authorities or an amendment to legislation.

15.6. The user is entitled to terminate a contract for electricity supply, if the commencement of the supply of electricity has been delayed for more than 24 hours from the agreed date or if the supply of electricity has been interrupted for more than 24 hours, unless the delay or interruption is due to a force majeure.

15.7. The vendor is entitled to terminate a contract for electricity supply,

15.7.1. if the user has materially breached his obligations based on a contract for electricity supply and the breach of contract has not been rectified within a reasonable period specified in writing by the vendor;

15.7.2. if the user is guilty of stealing electricity or of intentionally damaging the equipment under the responsibility of the DSO or vendor; or

15.7.3. if the supply of electricity to the place of electricity use has been interrupted on the grounds of a non-payment or some other non-fulfillment of contract and the power cut has continued for at least one month, or in case it has not been possible to implement the interruption for a reason attributable to the user, at least a month has elapsed since the conditions for the interruption were fulfilled.

15.8. If the customer is late with his payments, the contract for electricity supply may be terminated only in situations conforming to article 15.7.3.

15.9. The vendor shall send the user and DSO a notification in writing of the termination of the contract for electricity supply, specifying the grounds for the termination and the date when the contract for electricity supply expires.

## **16. Responsible parties**

16.1. The contractual parties are mutually responsible for the obligations specified in the contract for electricity supply.

16.2. The user is responsible for any damage caused to third parties, if he fails to meet his obligations conforming to the contract for electricity supply.

16.3. The contractual parties are responsible also for the activities, installations and equipment of the parties falling within the scope of their responsibility, referred to also in other chapters than chapter 4.

16.4. The user has always the right to present his claims based on a fault in electricity supply specified in chapter 10 and an interruption of electricity supply specified in chapter 12 to the vendor. The claim shall be presented within a reasonable time from the moment the user noticed, or should have noticed, the fault or interruption in electricity supply and had the data on the vendor required for presenting the claims.

16.5. The vendor is responsible to the user for the fault in electricity supply referred to in chapter 10.

16.6. The vendor is responsible to the user for the interruption of electricity supply referred to in chapter 12.

## **17. Settling matters under dispute**

17.1. The consumer has the right to bring any disputes derived from the interpretation of this contract for electricity supply to the Consumer Disputes Board for consideration.

17.2. Any disputes derived from the contract for electricity supply shall be settled by the general court of first instance of the locality where the user's place of electricity use is situated, unless it is shown that some other agreement has been made. However, the user is always entitled to bring a suit to the general court of first instance of his place of domicile in Finland. The vendor may also take legal action against a party who is not a consumer at the general court of first instance in his place of domicile.