

Standard conditions for Green Energy sales and use of trademark

Valid from 1 May 2015

1. GENERAL PROVISIONS

1.1 The standard conditions of Green Energy sales and trademark use (the standard conditions) of Eesti Energia AS (the seller or a party) regulate the sale of electricity produced from renewable energy sources and the use of the Green Energy trademark (the trademark) by the buyer.

1.2 The standard conditions apply to contracts for the sale of Green Energy and to all contracts regulating Green Energy sales or the use of the trademark that are in force when the standard conditions are, and the standard conditions constitute an integral part of the contract.

1.3 The seller gives the buyer the right to use the trademark under the conditions indicated in these standard conditions free of charge for the duration of the contract for the sale of Green Energy.

1.4 When using the trademark the buyer shall comply with all the requirements imposed by the seller.

1.5 The seller has the right to publish the list of Green Energy users on its website at www.energia.ee. If the buyer does not wish his or her name to be published on the website, the buyer shall inform the seller of this.

2. GREEN ENERGY SALES

2.1 The seller sells Green Energy to the buyer in accordance with the electricity sales contract (the contract) signed by the parties, the standard conditions of the electricity sales contract that form an integral part of the contract, and these standard conditions.

2.2 The seller sells to the buyer Green Energy, which is electricity produced from renewable energy sources.

2.3 The seller keeps a separate record of the amount of renewable energy produced and sold to the buyer as a part of the Green Energy supply.

2.4 If the amount of produced renewable energy is not sufficient for the sale of Green Energy, the seller shall suspend the sale of Green Energy.

2.5 Network operators may not purchase Green Energy to resell it to their customers.

2.6 The Green Energy price is indicated in the electricity sales contract signed between the parties. Fees and taxes imposed by law are added to the price.

3. USE OF THE GREEN ENERGY TRADEMARK

3.1 The Green Energy trademark is registered in the seller's name in the trademark register, and the seller uses it to mark electricity produced from renewable energy sources.

3.2 The seller grants the buyer the right to use the trademark on his or her personal possessions, buildings, product packaging and other advertising media with reference to Green Energy consumption. The right to produce goods bearing the Green Energy name may be granted by a special agreement with the seller.

3.3 In using the trademark the buyer shall be guided by the trademarks act, the standard conditions and the instructions published on the seller's website for using the Green Energy trademark.

3.4 During the period of the contract the seller shall have the right to transfer any rights with regard to the trademark or to provide any usage rights to any third parties at its own discretion. If the trademark is transferred to a third party, the contract with the buyer shall remain in force.

3.5 The seller has the right to use a sign confirming registration of the trademark in the Republic of Estonia together with the trademark and may require that the buyer also use the same sign.

3.6 The buyer shall agree the display of the trademark and its use in advertising and manufacturing projects with the seller in cases indicated in the standard conditions and the instructions for using the trademark.

3.7 After the contract expires the buyer may no longer sell manufactured products carrying the trademark.

3.8 The buyer may not transfer the Green Energy certificate or the trademark usage rights to any third parties.

3.9 The trademark may not be used in the same advertising space as trademarks of competitors of the seller. Competitors of the seller are other electricity companies operating in the Republic of Estonia, including distribution network operators, that hold valid operation permits issued by the Competition Board.

3.10 The seller does not set any export limit on the goods carrying the trademark, but only the Estonian language version of the trademark may be used on the territory of the Republic of Estonia.

4. REQUIREMENTS FOR USE OF THE TRADEMARK'S CHARACTERISTIC DESIGN

4.1 The trademark shall be represented in the manner stated in these standard conditions and in the instructions for using the trademark. For the trademark to be represented differently, prior written approval from the seller is required.

4.2 The trademark comes with text in Estonian, English, German, French, Latvian and Lithuanian. If there is a need to use the Green Energy trademark with texts in different languages, this should be coordinated with the seller in writing.

4.3 Coordination of the display of the trademark takes place as follows:

4.3.1 the buyer shall present a sample design indicating the volume of advertising and the channels involved to the seller for coordination before launching the advertising, allowing up to 5 (five) working days for coordination;

4.3.2 the seller shall inform the buyer of the compliance or non-compliance of the display of the trademark and any requirements within 5 (five) working days. Display of the trademark in a manner that does not comply with the requirements is prohibited;

Standard conditions for Green Energy sales and use of trademark

Valid from 1 May 2015

4.3.3 if there is an error in the advertisement published by the buyer caused by the actions of third parties, the buyer shall inform the seller of this by the next working day following publication of the advertisement at the latest.

5. LIABILITY FOR BREACH OF THE CONDITIONS OF USE OF THE TRADEMARK

5.1 If the buyer is unable to stop using the trademark immediately after the contract for the sale of Green Energy expires, the parties shall agree on the further use of the trademark. If the parties are unable to reach an agreement, the buyer shall stop using the trademark within 30 days of receiving a demand to do so from the seller.

5.2 If the buyer breaches the conditions of use of the trademark in these standard conditions or in the instructions for using the trademark, or continues to use the trademark after the contract expires or if a Green Energy price package is no longer used, the seller has the right to demand payment of a contractual fine from the buyer as follows:

5.2.1 from a natural person 200 euros;

5.2.2 from a legal person 1000 euros;

5.2.3 if there are recurrent breaches of the conditions of use of the trademark or if the trademark is used without a contract, the contractual fees indicated in sections 5.2.1 and 5.2.2 shall be doubled.

In all questions not regulated by these standard conditions, including the commencement of the contract, amendment to and termination of the contract, changes to the standard conditions, notifications and jurisdiction, the parties shall follow the electricity sales contract and the standard conditions of the electricity contract.