



# Eesti Energia AS Standard Conditions of Electricity sales contract

Valid from 24 May 2018

## 1. GENERAL PROVISIONS

**1.1** These standard conditions for electricity sales contracts (the Standard Conditions) regulate the sale of electricity by Eesti Energia AS (the Seller or a Party) to the Buyer under the conditions defined in the Contract as open supply. Open supply is the process of selling the electricity needed by the Buyer.

**1.2** The sale of electricity requires that a network contract be concluded between the network operator and the Buyer for the measuring point at the Buyer's place of consumption.

**1.3** The Seller sells the Buyer electricity only if the network operator provides for the transmission of electricity to the Buyer's connection point, and the Buyer has a network connection that complies with all applicable legal requirements and the network contract.

## 2. PRICE OF ELECTRICITY, ACCOUNTING FOR QUANTITIES AND BILLING

**2.1** The Seller sells and the Buyer purchases electricity at the price agreed in the Contract. Legally mandated fees and taxes shall be added to the price.

**2.2** The Buyer shall pay for all the electricity actually consumed, regardless of whether the quantity of electricity consumed was established by the measuring equipment of the network operator or measured by the network operator using a procedure defined in law or the network contract.

**2.3** If the Buyer has selected the price package Võrdne (Equal), the Seller shall establish a monthly equal charge for the Buyer (also referred to as equal payments) for electricity.

**2.3.1** When calculating the equal charge, the Seller shall adhere to the Buyer's 12 month consumption forecast.

**2.3.2** If the difference between the equal payments established for the Buyer and the Buyer's actual costs or forecast cost is greater than 15%, the Seller shall have the right to adjust the monthly charge established for the Buyer that is paid on the basis of equal payments.

**2.3.3** The Seller shall monitor the cumulative difference in the Buyer's equal payments and actual monthly costs or the equal balance of payments, by calendar month.

**2.3.4** The Seller may change the equal instalment payments established for the Buyer after a period of every 12 months, if the Buyer has incurred a positive or negative balance of equal payments.

**2.3.5** Upon the expiry or amendment of the Contract, the Buyer shall be presented with an invoice in accordance with the Buyer's balance of equal payments (settlement of accounts).

**2.3.6** If any debts shall occur, the Seller has the right to end the accounting on the basis of equal payments and to submit an invoice to the Buyer in accordance with the balance of equal payments.

**2.3.7** If the Seller is unable to establish equal payments for the Buyer, or if there is a basis for terminating settlement on the basis of equal payments, settlement for electricity shall take place in accordance with the actually consumed quantities.

**2.3.8** If the Seller presents a joint invoice to the Buyer for electricity as well as network service, the cost of network services based on the 12

month consumption forecast for the Buyer as prepared by the Seller shall be included among the equal payments and shall be amended in accordance with the terms and conditions for equal payments prescribed in the current chapter.

**2.4** The Seller shall have the right to change the price for an open-ended contract after informing the Buyer of this at least 30 days in advance in the manner indicated in Section 9.1. Generally, the Seller is to review the price twice a year, and changes can be caused by the market or the competitive situation.

**2.5** The billing period is one calendar month. The Seller shall submit bills to the Buyer no later than the 12th day of the calendar month following the billing period. Where the sum to be paid for the billing period is smaller than the minimum fee indicated on the Seller's website, the Seller has the right not to issue the bill and to add the sum to the next bill.

**2.6** The Seller shall issue the bills to the Buyer either on paper or in digital form, at the Buyer's request.

**2.7** If the Buyer does not receive a bill from the Seller under the contractual conditions and within the agreed time, the Buyer shall without delay inform the Seller of this.

**2.8** If the Seller has not received notification from the Purchaser by the 20th of the month that the latter has not received the bill for the previous billing period, then the parties have agreed that the Purchaser shall be considered to have received the bill on time and to have no complaints about the data on the bill.

**2.9** If one of the components of payment for electricity is a monthly fee and the billing period is longer or shorter than a single calendar month, the Buyer shall pay for the number of days in the billing period, with the daily fee being determined by dividing the monthly fee by 30. The monthly fee is added to each monthly bill regardless of whether the Seller exercises the right not to issue the bill as indicated in Section 2.5.

## 3. PAYMENT

**3.1** The Buyer shall pay the Seller for the electricity consumed and other charges set out in the Standard Conditions by the due dates indicated on the bill, stating the reference number on the bill. The payment period is usually 14 days after the date the bill is issued unless the Parties agree differently.

**3.2** Charges are considered to have been paid on the day when the funds are transferred to the current account of the Seller or when the money is placed in the cash register of a partner of the Seller. The Seller's partners are listed on the Seller's website.

**3.3** The funds transferred are used to cover, in this order: expenses such as debt recovery costs, fines, interest, fees for early termination of the Contract and then the overdue principal. The overdue principal that was charged earlier shall be covered before the overdue principal that was charged later.

**3.4** If the Buyer wishes to dispute the bill issued by the Seller, or accepts only part of the bill, the Buyer shall notify the Seller of this in writing immediately after receiving the bill, stating the reasons for disputing it. If the Buyer accepts only part of the bill, payment shall be made for the part that is accepted. The Seller shall review the Buyer's complaint and inform the Buyer about the results of the review within 10 days of receiving the application. If the Buyer's complaint fails to



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indicate the reasons for disputing the bill, the Buyer shall pay the bill together with the appropriate fine.

**3.5** The Buyer has the right to make advance payments. No interest is charged or paid from advance payments. Upon the expiry of the Electricity Contract, if the Buyer has no obligations to the Seller, the Seller shall return to the Buyer any sums deposited by the Buyer as advance payments within two working days of the moment the Buyer requests the return. Where the measurement system readings are fixed in the Buyer's place of consumption, advance payments are returned within thirty days of the moment the Buyer requests their return. This deadline does not apply where it is impossible to obtain measurements for reasons beyond the control of the Seller or the network operator. In other cases advance payments are left to cover any outstanding or future obligations.

**3.6** If the Buyer, who is a legal entity, terminates a fixed-term contract early or if the Seller terminates the Contract early because of contract violations by the Buyer, the Seller has the right to demand payment of an early termination fee from the Buyer. The fee is 20% of the forecast estimate of the Buyer's consumption over the remainder of the Contract multiplied by the price agreed in the contract. The forecast consumption is based on the consumption in the Buyer's place of consumption over the last 12 months, or the forecast for 12 months based on the actual consumption if the actual consumption period is less than 12 months. If a combined package is used, the fixed price is used as the basis for the calculations, and the proportion of the charges corresponding to the amount calculated on the basis of the fixed price in accordance with the contract is to be paid.

## 4. DEPOSIT AND ADVANCE PAYMENT

**4.1** The Seller has the right to demand an advance payment or a deposit from the Buyer if:

**4.1.1** during the last 12 months the Buyer has delayed payments for longer than 10 days on more than three occasions;

**4.1.2** the Seller has a reason to doubt the solvency of the Buyer.

**4.2** The deposit cannot exceed the total payment for two billing periods calculated from the total consumption for the last 12 months. If insufficient consumption information is available, 12-month consumption in a similar place of consumption is used for calculations.

**4.3** The advance payment cannot exceed the total payment for two billing periods calculated from the total consumption for the last 12 months. If insufficient consumption information is available, 12-month consumption in a similar place of consumption is used as the basis for calculations.

**4.4** No interest is charged or paid on the advanced payment paid under Section 4.1. Interest on the deposit is charged as agreed by the Parties. The Seller has the right to keep the deposit for no longer than the end of the contract; if the Buyer correctly fulfils all contractual obligations, the Seller shall return the deposit within 12 months of the moment the deposit was paid. If at the moment of termination of the contract the Buyer has any outstanding obligations to the Seller, the Seller shall offset these obligations using the deposit. The Buyer shall meet any obligations not covered by the deposit. If at the moment of termination of the contract the Buyer has no outstanding obligations to the Seller, the Seller shall return the deposit together with the accumulated interest to the Buyer within 30 days of termination of the contract.

**4.5** Detailed conditions for the advance payment and the deposit are contained in the advance payment or deposit agreement concluded between the Buyer and the Seller.

## 5. LIABILITY FOR BREACH OF OBLIGATIONS

**5.1** The Parties shall be liable for any improper performance or non-performance of their obligations as set forth in the Contract as this shall constitute a breach of obligations, and the same shall also apply to any actions by persons that the Parties have involved in the exercise of their rights and performance of their obligations, or to whom they give their consent to do this.

**5.2** Parties shall not be liable for a breach of their obligations under the Contract or the law if they have committed the breach because of force majeure. Force majeure covers circumstances over which a Party has no influence, and which it would have been unreasonable to expect the Party to consider or prevent at the time the Contract was signed, or the consequences of which the Party could not reasonably be expected to overcome.

**5.3** A Party shall compensate the other Party for any direct proprietary damages caused to another Party by a breach of the obligations set forth in the Contract. There shall be no compensation for loss of profit or non-patrimonial damage.

**5.4** The Seller shall not be liable for the quality of electricity nor for any interruption to the power supply at either the electrical installation of the Buyer or that of the network operator if the installation has caused interference in or interruption to the supply of electricity to the Buyer. The quality of and interruptions in the supply of electricity are not regulated by this Contract.

**5.5** If the Buyer fails to pay any invoice by its due date, the Seller shall be entitled to charge interest on arrears on the overdue principal who is a legal person at the rate of 0.20% per day, and on the overdue principal who is a natural person at the rate of 0.07% per day, until all amounts owed are received in full. The calculation of the interest shall start on the day following the due date, and shall continue until and including the day when the funds are received.

**5.6** The Buyer shall bear full liability to the Seller or any third parties for any failure to perform the obligations indicated in Sections 9.3 and 9.4.

**5.7** Where the Buyer fails to meet all obligations, the Seller shall have the right to assign the claim to a third party. The Buyer is obliged to compensate the Seller or the third party for any damage caused in connection with debt collection.

**5.8** If the invoice was not paid by its due date, the person who issued the invoice shall have the right to send a reminder to the Seller for the price stipulated in their price-list.

## 6. VALIDITY OF THE CONTRACT

**6.1** The Contract comes into force upon the exchange of notifications as described in the Contract or at the time indicated in the Contract.

**6.2** The Seller shall commence sales of electricity at 00:00 on the first day of the supply period agreed in the Contract. The length of the Contract is indicated in the text of the Contract.

**6.3** Buyers who are natural persons shall have the right to withdraw from a Contract concluded remotely within 14 days of signing the



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Contract, having informed the Seller of this in accordance with Section 9.1.

## 7. AMENDMENTS TO THE CONTRACT

**7.1** The Contract may be amended if agreed by the Parties in writing, or on other grounds indicated in the Contract or in the law.

**7.2** The Seller has the right to change the Standard Conditions unilaterally or to introduce new Standard Conditions if such changes are caused by amendments to the law, major changes in the business environment or the product sold, better or additional opportunities for the Buyer to make use of the goods or services sold, or if it becomes necessary to make clearer the circumstances or business risks relating to the sale of goods or services.

**7.3** The notification about changes to the Standard Conditions or the introduction of new Standard Conditions shall be published by the Seller on its website and the Seller shall notify the Buyer of the changes or introduction of the New Standard Conditions at least 1 month in advance in the manner indicated in Section 9.1. The new full text or the new Standard Conditions shall be published on the website.

**7.4** If the Buyer does not accept the changes to the Standard Conditions or the new Standard Conditions, he or she shall have the right to terminate the Contract after informing the Seller in the manner described in Section 9.1 within 1 month of receiving the notification of changes to the Standard Conditions or the introduction of new Standard Conditions. Termination of the Contract does not discharge the Buyer from the obligations that arose before the Contract was terminated, and the earlier Standard Conditions apply to such obligations.

**7.5** If the Buyer does not terminate the Contract within 30 days of receiving the notification of changes to the Standard Conditions, he or she is considered to have accepted the changes to the Standard Conditions or the introduction of new Standard Conditions and the Buyer is also considered not to have any claims on the Seller. The changed or new Standard Conditions become an integral part of the Contract on the day they come into force and after that become binding for the Parties. From that moment the earlier Standard Conditions are no longer considered to apply.

## 8. EXTENSION AND TERMINATION OF THE CONTRACT

**8.1** No later than within one month before the end of the period of validity indicated in the Contract, the Seller has the right to present to the Buyer a new price proposal for the new supply period and the same or equivalent electricity package. The Parties agree that if the Buyer fails to inform the Seller of any decision to terminate the Contract by 21 days before the end of period of the Contract or the end of the supply period at the latest, the Contract shall be extended for the next supply period at the price indicated in the price proposal.

**8.2** The Contract ends:

**8.2.1** when the period of validity of the Contract ends if the Buyer does not wish to extend the Contract in the manner described in Section 8.1.;

**8.2.2** following written agreement by both the Parties;

**8.2.3** following the ordinary or extraordinary cancellation of the Contract for the reasons described in the Standard Conditions or the law at the demand of one of the Parties;

**8.2.4** following the liquidation of a Buyer who is a legal person;

**8.2.5** following the end of the network contract.

**8.3** The Buyer, who is a legal entity, has the right to terminate the Contract at any time after informing the Seller in the manner indicated in Section 9.1 with at least 1 month notice and having paid the early termination fee in accordance with Section 3.6.

**8.4** In accordance with Article 234 section 3 of the Law of Obligations Act, a residential Buyer has the right to terminate the Contract at any time after informing the Seller in the manner indicated in Section 9.1 with at least 1 month notice.

**8.5** If the Buyer does not accept the changes to the price indicated in Section 2.3, he or she has the right to terminate the Contract after informing the Seller of this at least 21 days before the new price comes into force.

**8.6** A Party has the right to terminate the Contract extraordinarily if the other Party materially breaches the Contract, upon the condition that the Party in breach has been allowed a reasonable time to correct the breach, after the Party in breach has been informed in writing at least 30 days in advance. A material breach of the Contract may include a debt the Buyer has to the Seller.

**8.7** If a Buyer who is a natural person dies, the Contract is assigned to his or her legal successor. When the Seller has been informed about the death of the Buyer and if the Buyer's legal successor does not put the Contract into his or her own name, the Seller terminates the Contract.

**8.8** Upon termination of the Contract the Seller stops selling electricity to the Buyer. If the Buyer does not terminate the network connection upon termination of the Contract and consumption continues, the Buyer is no longer considered to be consuming electricity sold by the Seller under the Contract.

**8.9** If the Buyer is a small consumer who does not have an electricity sales contract, the Buyer is provided with a universal service by the network operator of the network to which the Buyer's electrical installation is connected, or by the seller nominated by the network operator at the price calculated under the Electricity Market Act and the standard conditions for provision of universal service, which are published on the website of the network operator or nominated seller.

**8.10** 8.10 If the Buyer is not a small consumer and does not have an electricity sales contract, the Buyer is provided with an open supply service by the network operator of the network to which the Buyer's electrical installation is connected, or by the seller nominated by the network operator at the price calculated under the Electricity Market Act and the standard conditions for provision of open supply when the supply chain is broken, which are published on the website of the network operator or nominated seller.

**8.11** Where the Contract is terminated for any reason, the provisions of the Contract that by their nature contain rights and obligations that remain in force for the Parties after termination of the Contract shall continue to apply.

## 9. NOTIFICATIONS

**9.1** Notifications, consents, approvals and other declarations of intent are considered to have been submitted and received in accordance with the provisions of the Contract if declaration of intent is submitted to the other party orally, in writing or in digital form to the contact details



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indicated in the Contract, where the Contract or the Standard Conditions do not specify a particular form for declarations of intent and the Buyer has had a reasonable opportunity to review the declaration. Orally submitted declarations of intent are considered delivered where the Seller has recorded them. The Seller can also send the declaration of intent on the bill.

**9.2** The Seller shall inform the Buyer about changes in the contact details indicated in the electricity sales contract on its website and in at least one national newspaper.

**9.3** The Buyer shall immediately inform the Seller about changes in the contact details indicated in the contract. The Buyer is able to change his or her contact details in the e-service on the Seller's website, by submitting a written application to the Seller's contact address or e-mail address [teenindus@energia.ee](mailto:teenindus@energia.ee), by calling the telephone number 777 1545 or any other phone number published by the Seller on its website; all phone calls are recorded. In this case the contact details are considered to have been changed within five working days at the latest of the Seller receiving the notification.

**9.4** The Parties shall without delay inform each other about any circumstances that hinder the performance of the Contract.

## 10. PROCESSING OF PERSONAL DATA

**10.1** The Seller protects and processes the personal data of any Buyer who is a natural person in accordance with the Standard Conditions, the law and the "Principles for Processing the Customer's Data" as published on the Seller's website.

**10.2** The personal data of any Buyer who is a natural person are processed by Eesti Energia AS (registration code 10421629, address Lelle 22, Tallinn 11318) and other persons authorised by the Seller. The names and contact details of the authorised persons are available on the Seller's website.

**10.3** The personal data of a Buyer who is a natural person and his or her representatives are processed by the Seller for the following purposes:

**10.3.1** Personal details of the Buyer, including the Buyer's name, personal ID code, information on the personal identification documents, address, amount and price of energy consumed, debts and contact details such as phone numbers, postal addresses and email addresses provided to the Seller by the Buyer for him or herself or his or her representative are used by the Seller or the Seller's representative for identification and provision of services and for sending the Buyer notifications and bills, and also for sending other information and other actions important for performance of the Contract;

**10.3.2** The Buyer's personal data and notifications from the Buyer about use of the services offered by the Seller are used for general marketing purposes or for customer satisfaction surveys. The Buyer's data is used for general marketing purposes so that new services can be offered that are better suited to the Buyer and so they can be sent to the Buyer using his or her contact details including digital contact details. The Seller has the right to pass the data onwards for marketing purposes to its partners, whose names and contact details are available on the Seller's website;

**10.3.3** If there are problems with the payment of bills, the Seller sends the Buyer's data (name, personal ID code, contact details, language of communication, and information on the debt) to AS Krediidinfo (registration code 10256137, address Narva mnt 5, Tallinn, phone 665

9600, website [www.krediidinfo.ee](http://www.krediidinfo.ee)), which publishes such data in order to allow third parties to assess the credit rating of the Buyer or for other similar purposes. When processing this personal data the Seller shall comply with the requirements of the Personal Data Protection Act.

**10.4** If the law does not grant the Seller the right to process particular data without the Buyer's approval, the Buyer has the right to withdraw his or her actual approval for processing of data, having informed the Seller of this in writing or having made the appropriate changes in the e-service. In this case processing of data stops on the next working day after the Buyer's application reaches the Seller. Withdrawal of approval does not have retroactive force.

**10.5** The Seller has the right to record and save any conversation between the Parties in order to ensure the Contract is properly fulfilled and to facilitate the commercial exchange of information and where necessary to the Seller may use the recordings to prove that particular actions have been carried out and to provide services to the Buyer.

**10.6** A Buyer who is a natural person has the right to demand that the Seller corrects or makes more accurate his or her personal data or stops processing the data in accordance with the Personal Data Protection Act.

## 11. SETTLEMENT OF DISPUTES

**11.1** Any disputes and disagreements about the performance of the Contract, changes to the Contract or termination of the Contract are to be primarily settled between the Parties by negotiations.

**11.2** A Party has the right to submit a written complaint to the Estonian Competition Authority about the actions or omissions of another Party if they conflict with the provisions of the Electricity Market Act or other legal acts based on the Electricity Market Act.

**11.3** A Buyer who is a natural person has the right to complain to the Consumer Disputes Committee of the Consumer Protection Board following the procedure described in the Consumer Protection Act in order to settle a contractual dispute if the Parties have been unable to reach an agreement by negotiating.

**11.4** Any contractual disputes where the Parties are unable to reach an agreement by negotiating are referred to the court of law at the place of residence or registration of the Buyer and to be settled in accordance with the law of the Republic of Estonia. If the Buyer relocates to a foreign country after concluding the Contract or moves his or her business there, or if the place of residence or registration is unknown at the time of submission of the claim, the dispute is settled by the court of the Republic of Estonia in accordance with the laws of the Republic of Estonia. This does not affect the right of the Parties to apply for a simplified debt collection procedure in accordance with the law concerning such procedures.

This text is a translation of the "Eesti Energia AS-i elektrilepingu tüüptingimused" ("Eesti Energia AS Standard Conditions of Electricity sales contract"). In case of any contradictions or ambiguity, the Estonian language version of the "Eesti Energia AS-i elektrilepingu tüüptingimused" takes precedence and shall be legally binding.

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## 12. CONTACT DATA OF THE SELLER

Business name of Seller: Eesti Energia AS  
Registry code: 10421629  
Address: Lelle 22, 11318 Tallinn  
Information line: 777 1545  
E-mail: [teenindus@energia.ee](mailto:teenindus@energia.ee)  
Homepage: [www.energia.ee](http://www.energia.ee)