

Standard conditions of Eesti Energia as gas contract for household consumer

Valid from 21/10/2016

1. GENERAL PROVISIONS

- 1.1 Eesti Energia AS (hereinafter the Seller or Party) sells natural gas (hereinafter gas) to household consumers (hereinafter Buyer or Party; Seller and Buyer together: Parties) under a contract that consists of the contract document, the standard conditions of a gas contract for household consumers and other possible annexes (hereinafter: Contract) on the conditions established.
- 1.2 When the conditions established in the Contract document are in conflict with the conditions stated in the standard conditions, the Parties shall abide by the provisions in the Contract document.
- 1.3 The prerequisite for the sale of gas as agreed upon in the Contract is the existence of a valid network contract by the Buyer. The Seller shall sell gas to the Buyer only when the network operator and the operator's gas network enable transmission of gas and the network operator can transmit gas to the Buyer's connection point.
- 1.4 The Seller shall inform the network operator to whose network the Buyer's consumer installation is connected, of the beginning and the end date of selling gas to the Buyer.
- 1.5 By concluding this Contract, the Buyer confirms that it has had sufficient opportunity to read the Contract, it has read and understood the Contract, and undertakes to perform it.

2. DEFINITIONS

- 2.1 **Open supplier** – gas undertaking that provides gas balance management as to the gas supplied to the Buyer according to the Natural Gas Act;
- 2.2 **Household consumer** – a consumer, consuming gas in their household;
- 2.3 **Total supply** – the Seller selling the entire amount of gas needed as open supply to the agreed places of consumption. The Buyer shall buy the entire amount of gas needed at the agreed place or places of consumption from the Seller;
- 2.4 **Metering point** – point on the gas pipes of the network connection to which a metering device has been installed, on the basis of which the amounts of gas sold to the Buyer are determined;
- 2.5 **Estimated invoice** – invoice issued to the Buyer based on the gas consumption estimation;
- 2.6 **Consumer installation** – functional set of gas pipes that are located in one or several registered immovables, buildings, or functionally connected complex of buildings that make up a uniform business entity, and the land needed for servicing thereof, to supply consumer with gas;
- 2.7 **Network operator** – gas undertaking to whose gas network the Buyer's consumer installation is connected and who provides network services to the Buyer through the gas distribution network;

3. PRICE AND QUALITY OF GAS

- 3.1 The Seller shall sell and the Buyer shall buy gas at the price agreed upon in the Contract. Fees and taxes established in legislation shall be added to the gas price.
- 3.2 The Seller shall be entitled to change the price of a gas Contract without a term, by providing at least 30 (thirty) days advance notice thereof. Generally, the Seller reviews the price once a year; the basis for a change may be a changed market situation and/or competitive situation.
- 3.3 The quality of gas sold by the Seller shall be ensured by and the sole responsibility for this lies with the network operator, by publishing the quality indicators of gas, including the upper and lower calorific value on its webpage.

4. SALE OF GAS AND CALCULATION OF QUANTITY

- 4.1 The Seller shall sell to the Buyer the entire amount of gas needed as total supply. The gas sold to the Buyer is deemed to be delivered at the connection point of the consumer installation. The Seller provides balance management to the Buyer, being responsible for the Buyer's balance. The Buyer may only use the gas bought from the Seller for its own use at the place or places of consumption specified in the Contract.
- 4.2 The Buyer authorises the Seller to receive information and documents from the network operator on the circumstances and validity of the network contract. In addition, the Buyer authorises the Seller to receive from the network operator the consumption data of all places of consumption serving as the object of the Contract and any other information that is necessary for the performance of the Contract.
- 4.3 The amounts of gas sold are determined pursuant to the Buyer's contract for providing the network service. In case of disagreements between the Buyer and the network operator related to the amounts of gas, the Seller shall be guided by the amounts of gas determined by the network operator.
- 4.4 The amounts of gas sold are expressed on the invoice in cubic metres (m³) as well as in kilowatt-hours (kWh).
- 4.5 The Seller shall sell and the Buyer shall buy gas at the price agreed upon in the Contract. The Buyer shall pay the Seller for the entire amount of gas actually used, regardless of whether the amount of gas was measured with the measurement devices of the network operator or determined by the network operator pursuant to procedure set out in law and/or the network contract. The basis for compilation of the invoice is the amount of gas that has passed through the metering points stated in the Contract, or the information submitted by the network operator, together with the gas prices agreed upon in the Contract. The Seller shall have the right to use different accounting methods on one invoice, given that when using different methods, the consumed amounts that have already been determined by earlier accounting method are not taken into account.

5. DELIVERING THE INVOICE AND PAYMENT OF THE FEE

- 5.1 The accounting period is one (1) calendar month. The Seller shall deliver the invoice to the Buyer by the 9th day of the next month, at the latest, following the accounting period or together with the next invoice. If the network operator makes later corrections to the consumption data, the Seller shall reflect the respective corrections on the next invoice issued to the Buyer.
- 5.2 If the fee for the accounting period is less than the minimum amount of invoice specified on the Seller's webpage, the Seller shall be entitled not to deliver an invoice to the Buyer and add the said amount to the next invoice to be issued.
- 5.3 5.3 The Seller issues the invoice to the Buyer, pursuant to the Buyer's request, either on paper or electronically.
- 5.4 If the Seller represents the network operator in the settlement of network services, the Seller shall deliver to the Buyer an invoice for both gas and network services, highlighting on the invoice separately the fee for gas and the fee for network service.
- 5.5 The Buyer shall pay the Seller for the gas consumed and all other contractual fees by the payment date stated on the invoices to the designated bank account, stating the reference number of the invoice. Generally, the payment term of the invoice is 14 (fourteen) days as of preparing the invoice, unless otherwise agreed. The fees listed on an invoice shall be deemed paid at the date on which they are received in the Seller's bank account designated on the invoice.

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- 5.6 The Buyer is entitled to make prepayments. No interest is calculated or paid on the prepayment. Upon termination of the Contract, if there are no arrears towards the Seller, or at any other time upon the Buyer's request and if there are no arrears towards the Seller, the Seller shall return to the Buyer the prepayment paid by the same within 2 (two) working days as of the receipt of the request submitted by the Buyer.
- 5.7 If the Buyer has not received an invoice from the Seller pursuant to the conditions and by the deadline stated in the Contract, considering the reasonable time necessary for sending it, the Buyer shall notify the Seller immediately thereof.
- 5.8 The Parties have agreed that if the Seller has not received a notice from the Buyer by the 20th (twentieth) day of the current month that the Buyer has not received the invoice for the previous accounting period, the Buyer shall be deemed to have received the invoice in time and not have any claims as to the data presented therein.
- 5.9 If a component of the gas fee is month-based fee and the accounting period is longer or shorter than one calendar month, the Buyer shall pay the fee pursuant to the days in the accounting period, whereas the daily fee is found by dividing the month-based fee by 30 (thirty). A month-based fee is added to the invoice for each month, regardless of whether or not the Seller uses the right to issue the invoice pursuant to clause 5.2.
- 5.10 If the Buyer of gas, who is a legal person, terminates a fixed-term Contract prematurely, or if the Seller terminates the Contract prematurely due to the violation thereof by the Buyer, the Seller shall have the right to demand from a Buyer, who is a legal person, a fee for the premature termination of the Contract. The fee shall be 20% of the product of the estimated consumption in the months remaining until the end of the Contract and the price agreed in the Contract. The basis for estimated consumption is the consumption of gas at the Buyer's place of consumption in the last 12 months, or if the consumption period is shorter, consumption for the 12 months, estimated on the basis thereof. In case of a combined package, the basis for calculation shall be the fixed price and the fee is subject to collection within the extent of the proportion of the amount calculated with the fixed price agreed in the Contract.
- 5.11 If the Buyer does not agree with the invoice issued by the Seller or agrees only partially, the Buyer shall notify the Seller thereof at least in a format which can be reproduced in writing, immediately after the receipt of the invoice, adding an explanation as to the disagreement. In the event of partial agreement, the Buyer shall pay for the part as to which they agree with the invoice. The Seller shall check the Buyer's statement and notify the Buyer of the results of the check within 10 (ten) days after the receipt of the Buyer's notification. If the Buyer's objection is justified, the invoice shall be corrected and the paid amount will be left as prepayment or, at the request of the Buyer, returned according to clause 5.6. If the Buyer's statement was not justified, the Buyer shall pay the invoice together with the accumulated penalty for late payment.
- 5.12 If, in addition to the principal monetary obligation, the Buyer also has to pay a penalty for late payment (including interest), and other fees, first the expenses incurred shall be settled from the debt, followed by contractual penalty, penalty for delay, interests, other fees, and finally the principal monetary obligation. Fees that fall due earlier shall be settled before the fees that fall due later.
- 5.13 If the Buyer has concluded with the Seller several contracts for the sale of goods and/or provision of services and the Buyer has not specified in the explanation when making the payment, which contract is covered with the payment, the Seller shall decide pursuant to the order of fulfilling the obligations specified in clause 5.12, the contract, the obligation of which is covered by the payment.
- ### 6. DEPOSIT AND PREPAYMENT
- 6.1 The Seller is entitled to demand from the Buyer a prepayment and/or deposit, if:
- 6.1.1 The Buyer has within the last 12 (twelve) months delayed payment of the fee more than 10 (ten) days and more than 3 (three) times;
- 6.1.2 The Seller has reasonable doubts about the solvency of the Buyer.
- 6.2 The amount of deposit may not exceed the fee for 2 (two) accounting periods that has been determined based on the consumption of the last 12 (twelve) months, or, in case of absence of such data, on the consumption of a similar place of consumption in the last 12 (twelve) months.
- 6.3 The amount of prepayment may not exceed the fee for 2 (two) accounting periods that has been determined based on the consumption of the last 12 (twelve) months, or, in case of absence of such data, on the consumption of a similar place of consumption in the last 12 (twelve) months.
- 6.4 No interest is calculated or paid on the prepayment and deposit paid under clause 6.1. The Seller is entitled to keep the deposit until the end of the Contract; however, if the Buyer duly performs its contractual obligations, the Seller shall return the deposit within 12 (months), at the latest, after receipt of the deposit. If upon termination of the Contract the Buyer has outstanding commitments towards the Seller, the Seller shall cover the said commitments on the account of the deposit and/or prepayment and/or within the prepayment and/or deposit; in addition, commitments not satisfied on the account of the deposit and/or prepayment shall be fulfilled by the Buyer. If upon termination of the Contract the Buyer does not have any commitments towards the Seller, the Seller shall return the deposit to the Buyer within 30 (thirty) days as of termination of the Contract.
- 6.5 More specific conditions concerning the prepayment and deposit shall be stipulated in a prepayment and/or deposit arrangement to be signed between the Seller and the Buyer.
- ### 7. LIABILITY FOR VIOLATION OF OBLIGATIONS
- 7.1 The Parties shall be liable for undue performance or non-performance of the contractual obligations (violation of obligations), including for activities of the persons they use in exercise of their rights and performance of their obligations or those who are allowed to do so.
- 7.2 If a Party has breached the obligation due to force majeure, it shall not be liable for breaching its contractual or legal obligation. Force majeure is a circumstance that the Party could not have influence over and based on the principle of reasonableness, the Party could not have been expected to consider this circumstance, avoid it, or overcome the hindrance or its consequence upon conclusion of the Contract.
- 7.3 A Party shall compensate the other Party for all direct material damage caused by its violation of obligations. Loss of profit shall not be compensated.
- 7.4 The Seller shall not be liable for the quality of the network service and interruptions in the supply of gas both in the consumer installations of the Buyer and the network operator, causing disturbances or breaks in the supply of gas to the

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- Buyer. The quality and disturbances in the network service is not the subject of this Contract.
- 7.5 If the Buyer fails to pay the invoice by the payment deadline, the Seller shall have the right to request from the Buyer, who is a consumer, a fine for delay in the amount of 0.07% (zero point zero seven per cent) per day on the unpaid principal debt until all fees are fully received, and from a Buyer who is a legal person 0.20% (zero point twenty per cent). Calculation of the fine for delay starts on the day following the payment deadline and ends at the date (included) of receipt of the fees.
- 7.6 The Buyer is liable for the damage incurred by the Seller and/or third parties due to failure to perform the obligations stipulated in clauses 11.3 and/or 11.4.
- 7.7 The Seller shall send to the Buyer, who is a consumer, the first reminder of an outstanding invoice free of charge. If the Buyer, who is a consumer, does not pay the invoice regardless of the first reminder, the Seller shall send the Buyer a second reminder at the price stipulated in the <https://www.energia.ee/en/tingimused-vormid>
- 7.8 If the Buyer has failed to perform the obligation, the Seller shall have the right to assign the claim and/or deliver it to a third party for collection. The Buyer is liable for compensation to the Seller and/or a third party for the costs incurred in connection with the collection.
- 8. TERM OF CONTRACT**
- 8.1 The Contract shall enter into force upon the exchanging of expressions of will corresponding to the form of the Contract chosen by the Buyer and the Seller, or at the time stated in the Contract.
- 8.2 The Seller shall start selling gas on the first date and at the time of the supply period agreed in the Contract. The term of the Contract is set out in the Contract document.
- 8.3 A Buyer, who is a consumer, has a right to withdraw from the Contract within 14 (fourteen) days as of conclusion of the Contract, informing the Seller thereof in a manner stipulated in clause 11.1.
- 9. AMENDMENT OF THE CONTRACT**
- 9.1 The Contract can be amended upon agreement of the Parties in writing or in a format which can be reproduced in writing, or on other grounds provided in the Contract or in the law.
- 9.2 The Seller has the right to unilaterally amend the standard conditions or to establish new standard conditions if it is required by amendments in the valid legislation or practices, substantial development of the respective field or goods, creating additional or improved opportunities for the Buyers to use the goods or services, or by the need to specify the circumstances or business risks related to the sales of goods or provision of services.
- 9.3 The Seller shall publish a respective notice on the amendment or establishment of new standard conditions on its webpage and shall inform the Buyer in the manner laid down in clause 11.1 at least one (1) month before the amendments or the new standard conditions enter into force. The new consolidated text of the standard conditions or the new standard conditions shall be published on the Seller's webpage.
- 9.4 If the Buyer does not agree to the amendment of the standard conditions or the new standard conditions, the Buyer shall have the right to terminate the Contract by notifying the Seller in a manner stipulated in clause 11.1 within one (1) month from publication of the notification of entry into force of the amendments or new standard conditions. Termination of the Contract does not release the Buyer from the obligation to perform the obligations arising from the Contract until its termination, whereas the former standard conditions shall apply to the Buyer upon performance of such obligations.
- 9.5 If the Buyer does not terminate the Contract within one month from entry into force of the amendment of the standard conditions or the new standard conditions, the Buyer is deemed to have agreed to the new standard conditions and does not have any claims against the Seller in relation to these. The amended or new standard conditions shall become an integral part of the Contract from the date of entry into force and shall be binding on the Parties. The earlier standard conditions or the provisions thereof shall be deemed expired.
- 10. EXTENSION AND TERMINATION OF THE CONTRACT**
- 10.1 The Seller has the right to submit a price quotation to the Buyer, at least one (1) month before the end of the validity term of the Contract set out in the Contract, for a product package with the same supply period and with the same content. The Parties have agreed that if the Buyer fails to inform the Seller of its intention to end the Contract within 21 (twenty-one) days, at the latest, before the end of the validity of the Contract or supply period, the Contract shall be extended for the next supply period at the price specified in the price quotation.
- 10.2 The Contract ends:
- 10.2.1. upon arrival of the final term, if the Buyer does not wish the extension of the Contract pursuant to clause 10.1;
- 10.2.2. upon written agreement of the Parties;
- 10.2.3. upon ordinary or extraordinary termination of the Contract due to reasons stated in the standard conditions and/or legislation on the basis of the application of one Party;
- 10.2.4. upon expiry of the network contract.
- 10.3 Pursuant to subsection 234 (3) of the Law of Obligations Act, the Buyer, who is a consumer, has the right to ordinarily cancel the Contract, by notifying the Seller thereof in a manner set out in clause 11.1 at least one (1) month in advance.
- 10.4 If the Buyer does not agree to the amendment of the price stipulated in clause 3.2, the Buyer shall have the right to terminate the Contract by notifying the Seller within 21 (twenty-one) days, at the latest, as of entry into force of the new price.
- 10.5 The Parties have the right to extraordinarily terminate the Contract due to material breach of Contract by the other Party and provided that the Party in breach has not eliminated the violation within the reasonable term given by the other Party, by notifying the other Party 14 (fourteen) days in advance thereof in a format which can be reproduced in writing. A material breach of Contract is deemed to be (including, but not limited to) the debt of the Buyer towards the Seller.
- 10.6 In case of the death or liquidation of the Buyer the Contract shall transfer to the universal successor of the Buyer. After having learned of the death of the Buyer and provided that the universal successor has not registered the Contract in its name, the Seller shall terminate the Contract.
- 10.7 Upon expiry of the Contract, the Seller shall stop selling gas to the Buyer. Upon expiry of the Contract in a situation where the Buyer's network connection is not cut off and consumption continues, the Buyer shall no longer use the gas sold by the Seller under the Contract.
- 10.8 Upon expiry of the Contract for any reason, the provisions that by their nature establish the rights and commitments after the expiry of the Contract, shall also be applied after

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the expiry of the Contract.

- 10.9 The Buyer has the right to ordinarily terminate the Contract due to replacement of the gas seller within 3 (three) weeks as of delivering to the Seller a notice on the termination of the Contract provided that all contractual obligations of the Buyer have been duly fulfilled. The Buyer shall not incur any costs in connection with the replacement of the gas seller.
- 10.10 The Seller shall notify the network operator of termination of the Contract within 7 (seven) days as of receipt of the notification stated in clause 10.9.
- 10.11 In the event of termination of the Contract, the Buyer or the network operator shall send to the Seller the meter reading as at the date of termination of sale within 7 (seven) days from the date of termination. If the Buyer or network operator do not send to the Seller the meter reading of the day of ending the sale within 7 (seven) days, the Seller shall deliver to the Buyer an estimated invoice. The basis for estimated consumption is the consumption of gas at the Buyer's place of consumption in the last 12 (twelve) months, or if the consumption period is shorter, consumption for the 12 (twelve) months, estimated on the basis thereof.
- 10.12 Upon termination of the Contract, the Seller shall deliver to the Buyer a final invoice. The Buyer shall pay all fees arising from the expiry of the Contract by the date indicated on the final invoice.

11. NOTICES

- 11.1 Notifications, consents, approvals, and other expressions of will shall be deemed submitted and received according to the Contract when the respective expression of will has been submitted to the other Party in an oral or written form, or in a format which can be reproduced in writing or electronically, to the contact details stated in the Contract, unless a different form is agreed upon in the Contract for submitting the expression of will. An oral expression of will shall be deemed submitted when the Seller has recorded it. The Seller may also express its will on an invoice.
- 11.2 The Seller shall inform the Buyer of changes in the contact data stipulated in the Contract via the webpage and at least one nation-wide daily newspaper.
- 11.3 The Buyer shall inform the Seller immediately of changes in its contact data related to the Contract. The Buyer can change its contact data in the self-service section of the Seller's webpage, presenting to the Seller an application in a format which can be reproduced in writing at the Seller's contact address as well as by phone, calling the phone number notified by the Seller on its webpage, the calls to which the Seller shall record. In this case the contact data is deemed to have been amended within 5 (five) days, at the latest, as of receipt of the respective application by the Seller.
- 11.4 The Parties shall notify each other immediately of all circumstances preventing the performance of the Contract.

12. PERSONAL DATA PROCESSING

- 12.1 The Seller ensures the protection and processing of the Buyer's personal data pursuant to the procedure stipulated in the standard conditions, in compliance with legislation and the principles of "Processing Customer Data", published on the webpage of the Seller.
- 12.2 The responsible processor of the Buyer's personal data is Eesti Energia AS (registry code 10421629, located at Lelle 22, Tallinn 11318) and the authorised processors of the Seller. The names of authorised processors and their contact data are available on the Seller's webpage.

- 12.3 The Seller processes the personal data of the Buyer and its representative for the following purposes:

12.3.1. The Buyer's personal data, including the Buyer's name, personal ID code, date of birth, personal identity document data, address, gas consumption volume and cost, debt obligations and contact data forwarded by the Buyer to the Seller about the Buyer or the persons authorised by the same (i.e. the phone numbers, addresses, e-mail addresses, etc.) are used for the identification and servicing of the Buyer or its representative, for forwarding invoices and information to the Buyer, and for other notifications and operations necessary for the performance of or securing the performance of the Contract;

12.3.2. The Buyer's personal data and information about the use of services rendered by the Seller are used for marketing purposes or for conducting customer satisfaction surveys. The aim of using the Buyer's data for marketing purposes is the development of new services and offers that better correspond to the Buyer's needs and the preparation of personal marketing offers to the Buyer and the sending of these to the Buyer by using their contact data (including electronic contact data). The Seller may also forward the data, for marketing purposes, to other partners, the names and contact addresses of which are available on the Seller's webpage;

12.3.3. In case of payment default, the Seller shall forward the Buyer's data (name, personal identification code, contact data, communication language, information on debt) to its cooperation partners, whose names and contact addresses are available on the Seller's webpage and who shall disclose the data in order to enable third parties to assess the Buyer's creditworthiness or obtain information for similar purposes. When processing the said personal data, the Seller undertakes to follow the requirements established in the Personal Data Protection Act.

- 12.4 If it does not proceed from legislation that the Seller has the right to process the respective data under the legislation and without the Buyer's consent, the Buyer may withdraw the consent given for processing the data, informing the Seller thereof in writing or in a format which can be reproduced in writing or by making a relevant change via self-service. In this case the data processing will be ended no later than on the next working day following the receipt by the Seller of the application submitted by the Buyer. Withdrawal of consent has no retroactive effect.
- 12.5 The Seller has the right to record and save the phone calls between the Parties for the purpose of performance of or securing the performance of the Contract and for business communication and, if necessary, to use the respective recordings for certifying the orders given or operations made by the Buyer and for servicing the Buyer.
- 12.6 The Buyer has the right to request the amendment or specification of its personal data and the termination of the processing thereof pursuant to the Personal Data Protection law.

13. SETTLEMENT OF DISPUTES

- 13.1 Any differences and disputes arising from the performance, amendment or termination of the Contract shall first and foremost be settled between the Parties by negotiations.
- 13.2 In the event of acts or omissions by a Party, contrary to the Natural Gas Act or the provisions established on the basis of it, the other Party shall have the right to submit a written request to the Estonian Competition Authority.

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- 13.3 To settle the disputes arising from the Contract, which the Parties were not able to resolve by agreement, the Buyer may file a claim with the Consumer Disputes Committee, operating at the Consumer Protection Board, on the grounds and pursuant to procedure as stipulated in law.
- 13.4 Any contractual disputes, which the Parties are unable to resolve by mutual agreement, shall be subject to settlement according to the legislation of the Republic of Estonia in a court of the Buyer's residence or location. If the Buyer settles in a foreign country after conclusion of the Contract or if its location is unknown at the time of filing the claim, the dispute shall be settled in a court of the Republic of Estonia based on its legislation. The abovementioned does not rule out the right of the Parties to file for an expedited processing of payment order according to the jurisdiction over the procedure.

14. 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
Homepage: www.energia.ee