

# Eesti Energia AS – appointed electricity seller for Elektrilevi OÜ standard conditions of open supply in the case of the discontinuance of an open supply contract

Valid from 01.06.2021

## 1. GENERAL PROVISIONS

- 1.1 These standard conditions (hereinafter the Standard Conditions) of Eesti Energia AS (hereinafter the Purchaser or Party) shall regulate the open supply sales of electricity (hereinafter the open supply) to a market participant (hereinafter the Purchaser or Party) in the case of the discontinuance of an open supply contract.
- 1.2 Where there is no appropriate open supply contract, the network operator's appointed electricity seller, to whose network the market participant's electrical installation is connected, shall be regarded as the open supplier.
- 1.3 Open Supply shall be performed by Elektrilevi OÜ's appointed electricity seller Eesti Energia AS.

## 2. DEFINITIONS

- 2.1 Open supply means the market participant can buy all necessary electricity, or the market participant can buy the quantity of electricity the market participant needs for each trading period, or the market participant can sell an excess of electricity in each trading period.
- 2.2 Discontinuance of an open supply contract means that electricity is no longer sold to the market participant by the electricity seller as open supply on the basis of an electricity sales contract.
- 2.3 Price of balancing electricity means the price of electricity calculated for each trading period by the transmission system operator in accordance with the law; the transmission system operator shall publish the price of balancing electricity on its web page [www.elering.ee](http://www.elering.ee).
- 2.4 Electricity seller means a licensed electricity supplier who has concluded an appropriate open supply contract with a market participant.
- 2.5 Trading period means one full hour.
- 2.6 Market participant under these Standard Conditions means a consumer, producer or network operator.

## 3. ELECTRICITY CONTRACT AND PRICE

- 3.1 In the case of the discontinuance of an open supply contract, the Seller shall sell and the Purchaser shall buy

electricity in accordance with these Standard Conditions without a written contract.

- 3.2 In the case of the discontinuance of an open supply contract, the Seller shall sell open supply electricity at the price of balancing electricity, to which the costs associated with providing open supply and a profit margin shall be added. The price of electricity shall be stated per kilowatt-hour, and VAT shall be added to the price.

## 4. ACCOUNTING FOR ELECTRICITY QUANTITIES AND BILLING

- 4.1 The quantity of open supply electricity sold in accordance with the Standard Conditions shall stand for the electricity quantities measured or determined in each trading period at the measuring point of the Purchasers' place of consumption in accordance with the network contract.
- 4.2 The Seller shall issue an invoice to the Purchaser for the consumed electricity no later than on the 12th of the following calendar month.
- 4.3 The invoice shall be issued to the Purchaser's address stated in the network contract either on paper or in digital form as agreed in the network contract.

## 5. PAYMENT

- 5.1 The Purchaser shall pay the Seller for the electricity consumed and other charges set out in the Contracts by the due dates stated on the bill, quoting the reference number shown on the bill.
- 5.2 The payment shall be considered to have been made on the day the funds are transferred to the Seller's current account.
- 5.3 If the Purchaser fails to pay any invoice by its due date, the Seller shall be entitled to charge interest on arrears on the overdue principal at the rate of 0.20% per day until all amounts owed are received in full for a legal entity and 0.066% for a private person. Interest is calculated starting from the next day after the payment

due date until the day the bills are paid. If the Purchaser is to pay interest on arrears in addition to the overdue principal, the interest on arrears shall be covered first, and then the overdue principal shall be covered. The payment that was charged earlier shall be covered before the payment that was charged later.

- 5.4 If the Purchaser disagrees with the invoice submitted by the Seller, or agrees with the invoice only in parts, the Purchaser shall notify the Seller of this immediately after receipt of the invoice, stating the reasons for the disagreement. If the Purchaser only accepts a part of the bill, the Purchaser shall pay the part that has been accepted. The Seller shall verify the Purchaser's complaint and shall notify the Purchaser of the results of the verification within 10 days of receipt of the Purchaser's notice. The Seller can set a later due date for the payment. If the Purchaser's complaint is found to be groundless, the Purchaser shall pay the amount due and the appropriate fine.

## **6. LIABILITY FOR BREACH OF OBLIGATIONS**

- 6.1 The Parties shall be liable for any incorrect performance or nonperformance of their obligations that are set forth in the Standard Conditions, and 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. There shall be no compensation for lost profit.
- 6.2 Neither party shall be liable for a breach of contractual or statutory obligations if the breach of an obligation is excusable. A breach of obligations shall generally be considered non-excusable. A breach of obligations shall be considered excusable where a Party has violated an obligation due to force majeure.
- 6.3 In case of a violation of the standard conditions, the Parties shall be entitled to resort to any separate or combined legal remedies set forth in the Standard Conditions or the law unless the law or the standard conditions state which legal remedy is to be used and unless the damage has been caused with malicious intent or due to gross negligence or unless the law forbids the limitation of liability.
- 6.4 The network connection of the Purchaser's place of consumption shall be deactivated in accordance with the procedure set forth in the network contract if the Purchaser has violated these Standard Conditions and/or the conditions of the network contract signed by the Purchaser and the network operator.

## **7. NOTIFICATIONS**

- 7.1 Any notifications, confirmations and other information are considered to have been presented and received if the information is presented to a Party in spoken form, in writing, in printable form, or in digital form to the contact address indicated in the network service contract or to another contact address communicated to the Party in writing. A declaration of intent submitted

orally shall be considered to have been delivered if the Seller has recorded it.

- 7.2 The Purchaser shall immediately notify the Seller of any circumstances preventing the Purchaser from meeting the Standard Conditions.

## **8. VALIDITY PERIOD OF STANDARD CONDITIONS**

- 8.1 The Standard Conditions shall enter into force on the due date set by the Seller after the Standard Conditions have been published on the Seller's web page and shall remain compulsory for the Parties for the period the Purchaser's open supply contract is discontinued.
- 8.2 The Standard Conditions shall regulate electricity sales in accordance with section 1.1 starting from 00:00 of the day following the termination of the open supply contract with the electricity seller and until 00:00 of the day the new open supply contract enters into force.
- 8.3 After the end of the term of the Standard Conditions, the provisions essentially setting forth the rights and responsibilities of the Parties after the Standard Conditions expire shall apply to the Purchaser.
- 8.4 The Seller is obliged to execute the Standard Conditions if the Purchaser has a network connection operating in accordance with the law and the network contract.
- 8.5 The Purchaser shall have the right to change the Standard Conditions in accordance with the procedure established by law.

## **9. SETTLEMENT OF DISPUTES**

- 9.1 The Parties shall resolve any conflicts and disputes stemming from the performance, amendment or termination of the Standard Conditions by negotiation.
- 9.2 A Party may file a written complaint with the Competition Authority against any action or omission of the other Party, which is in conflict with the Electricity Market Act or any law derived from it.
- 9.3 Any disputes pertaining to the Standard Conditions where the Parties have failed to arrive at a compromise shall be settled in court in the place of residence or registration of the Purchaser under the law of the Republic of Estonia. If the Purchaser's business or registration are relocated to a foreign country after starting electricity consumption in accordance with these Standard Conditions or if the place of business or registration of the Purchaser is not known at the time the claim is filed, the dispute shall be settled in a court of the Republic of Estonia in accordance with the law of the Republic of Estonia. This shall not affect the Parties' right to apply for a simplified debt collection procedure in accordance with the law regulating such procedures.