

# Eesti Energia AS Standard Conditions of Electricity sales contract

Valid from 1 Jan 2023

## 1. GENERAL PROVISIONS

1.1. These Standard Terms and Conditions of Electricity Contracts (hereinafter referred to as "Standard Terms") regulate the sale of electricity by Eesti Energia AS (hereinafter referred to as "Seller" or "Party") as open supply to the Buyer under the conditions set out in the contract. Open supply is the sale of all electricity required 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 metering point at the Buyer's point of consumption.

1.3. The Seller shall sell electricity to the Buyer only if the network operator provides for the transmission of electricity to the Buyer's connection point and if the Buyer has a functioning network connection in accordance with legislation and the network agreement.

## 2. PRICE OF ELECTRICITY, CALCULATION OF QUANTITIES AND BILLING

2.1. The Seller shall sell and the Buyer shall purchase 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 amount of electricity consumed has been measured by network operator's metering equipment or designated by the network operator in accordance with legislation and/or the network agreement.

2.3. If the Buyer has selected the price package Vördne (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 18%, the Seller shall have the right to adjust the monthly charge established for the Buyer as equal payments.

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

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

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. In the event of debt, the Seller has the right to terminate the 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 reason for terminating settlement on the basis of equal payments, settlement for electricity shall take place in accordance with the quantities actually consumed.

2.3.8. If the Seller submits joint bills to the Buyer for electricity and 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 in an open-ended contract by informing the Buyer at least 30 days in advance in the manner indicated in Clause 9.1. Generally, the Seller shall 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 by the 12th day of the calendar month following the billing period. If the amount indicated on the bill is smaller than the minimum amount indicated on the Seller's website, the Seller shall have the right not to issue the bill. The amount below the minimum amount shall be added to the next bill to be issued.

2.6. The Seller shall issue bills to the Buyer either on paper or in digital form, as the Buyer wishes.

2.7. If the Buyer has not received a bill from the Seller under the terms and by the due date stipulated in the contract, taking into account the reasonable time it takes to send it, the Buyer must immediately notify the Seller.

2.8. If the Seller has not received a notification from the Buyer by the 20th day of the current month that the Buyer has not received a bill for the previous billing period, the Parties agree that it is assumed that the Buyer has received the bill on time and has no claims regarding the information provided 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 one 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 Clause 2.4.

2.10. If the Buyer has chosen a price package with daytime and night-time rates, the daytime rate shall apply from Monday to Friday from 7:00 to 22:00, and the night-time rate from Monday to Friday from 22:00 to 7:00 as well as on Saturdays, Sundays and public holidays throughout the day. In case of conflict between this clause and other clauses (including clauses of other electricity contract documents), this clause takes precedence.

## 3. PAYMENT

3.1. The Buyer shall pay the Seller for the electricity consumed and other charges set out in the Standard Terms and Conditions by the due date indicated on the bill, stating the reference number on the bill. The payment term is usually 14 days from the issue of the bill, unless otherwise agreed.

3.2. The fee is considered to have been paid on the day the funds are transferred to the bank account of the Seller or 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. Of the amount received, expenses incurred (such as debt collection expenses), penalties, interest and early contract termination fees are considered to be covered first, and only then the principal obligation. The obligation that became due first is deemed to be fulfilled first.

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**3.4** If the Buyer wishes to dispute a 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 the disagreement. 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 notification. If the Buyer's complaint is not justified, the Buyer shall pay the bill together with the penalties.

**3.5** The Buyer's obligation may be fulfilled by a third party, but this cannot be considered as consent to the transfer of the obligation from the Buyer to the third party.

**3.6** The Buyer has the right to make advance payments. No interest is charged or paid on advance payments. Upon 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 2 business days of the moment of the Buyer's request. In case the metering system readings need to be determined at the Buyer's point of consumption, the advance payments shall be returned within 30 days of the moment of the Buyer's request. The mentioned term shall not apply if it is impossible to obtain the readings for reasons beyond the control of the Seller or the network operator. In cases not listed in this clause, the advance payment is kept to cover incurred and/or future liabilities.

**3.7** In the event that the Buyer (legal entity) has entered into a fixed-term contract and the contract is terminated prematurely for one of the following reasons:

**3.7.1.** cancellation of the contract by the Buyer;

**3.7.2.** termination of the network agreement;

**3.7.3.** termination of the contract by the Seller due to breach of contract by the Buyer;

the Seller shall have the right to charge the Buyer for early termination of the contract. The fee is 20% of the expected consumption of the months remaining until the end of the contract and the price agreed in the contract. The estimated consumption is based on the electricity consumption of the Buyer's point of consumption in the last 12 months, or in the case of a shorter consumption period, the estimated 12 months based on this. In the case of a combined package, the fixed price is applied as the basis of calculation, and the fee is subject to collection in accordance with the proportion of the quantity billed at the fixed price agreed in the contract.

## 4. GUARANTEE FEES AND ADVANCE PAYMENTS

**4.1** The Seller has the right to demand an advance payment and/or a guarantee fee from the Buyer if:

**4.1.1** The Buyer has been late in paying the fees for more than 10 days and more than 3 times in the last 12 months;

**4.1.2** The Seller has reasonable doubts about the Buyer's solvency.

**4.2** The amount of the guarantee fee may not exceed the charge for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar point of consumption for the last 12 months.

**4.3** The amount of an advance payment may not exceed the charge for 2 settlement periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of the specified consumption data, on the basis of the consumption of a similar point of consumption for the last 12 months.

**4.4** No interest is calculated or paid on advance payments paid on the basis of Clause 4.1. Interest is calculated on the guarantee fee at the rate and procedure specified in the guarantee fee agreement. The Seller has the right to retain the guarantee fee until the end of the contract. If the Buyer fulfills its obligations under the contract correctly, the Seller shall return the guarantee fee within 12 months from receiving the fee.

**4.5** If the Buyer has any unfulfilled financial obligations to the Seller at the end of the contract, the Seller shall cover those to the extent and at the expense of the guarantee fee. Obligations not covered at the expense of the guarantee fee shall be additionally fulfilled by the Buyer. If the Buyer has no obligations to the Seller at the end of the contract, the Seller shall return the guarantee fee with accrued interest to the Buyer within 30 days of the end of the contract.

**4.6** Detailed terms and conditions concerning advance payments and guarantee fees shall be provided in the advance payment and/or guarantee fee agreement concluded between the Buyer and the Seller.

## 5. LIABILITY FOR VIOLATION OF OBLIGATIONS

**5.1** The Parties shall be liable for improper performance or non-performance of the obligations set forth in the contract, including for the actions of persons whom they use in the exercise of their rights and obligations or who they authorize to do so.

**5.2** A Party shall not be liable for a violation of its contractual or legal obligation if the Party violated the obligation due to force majeure. Force majeure is a circumstance beyond the control of the Party, and, proceeding from the principle of reasonability, it could not be expected from the Party that it would take such circumstance into consideration at the moment of entry into the contract, or avoid it, or overcome the impediment or its consequence.

**5.3** A Party shall compensate the other Party for direct patrimonial damage caused by a breach of the obligations provided for in the contract. Loss of revenue and non-patrimonial damage shall not be subject to compensation.

**5.4** The Seller shall not be responsible for the quality of electricity and power outages in the electrical installations of both the Buyer and the network operator, as a result of which the electricity supply to the Buyer is disrupted or interrupted.

**5.5** If the Buyer fails to pay a bill by the due date, a legal person shall pay a penalty of 0.20% per day of the unpaid amount until all fees are received in full, and a natural person shall pay a penalty of 0.066% per day. The calculation of penalty starts on the day following the due date and ends on the day of receiving the fees.

**5.6** The Buyer shall bear all responsibility for the damage caused to the Buyer and/or third parties due to non-performance of the obligations provided in Clause 9.3 and 9.4.

**5.7** If the Buyer has failed to perform an obligation, the Seller shall have the right to assign the claim and/or transfer it to a third party for

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collection. The Buyer is obliged to reimburse the Seller and/or a third party for the costs incurred in collecting the claim.

**5.8** If a bill is not paid by the due date, the issuer of the bill shall have the right to send the Buyer a reminder at the price specified in the price list.

## 6. VALIDITY OF THE CONTRACT

**6.1** The contract shall come into effect upon the exchange of the declarations of intent relevant to the form of the contract selected by the Buyer and Seller or at the time specified in the contract.

**6.2** The Seller shall start selling electricity at 00:00 o'clock on the start day of the delivery period agreed in the contract. The term of the contract is stipulated in the contract.

**6.3** A Buyer who is a natural person shall have the right to withdraw from a contract concluded using a means of communication within 14 days from the conclusion of the contract, except in the case stipulated in Clause 6.5, by notifying the Seller in the manner provided in Clause 9.1.

**6.4** If a Buyer who is a natural person has entered into an exchange-rate contract, according to which the sale of electricity begins before the end of the withdrawal period specified in Clause 6.3, the Buyer is obliged to pay the Seller for the electricity consumed at the point of consumption specified in the contract based on the electricity rate specified in the contract.

**6.5** A Buyer who is a natural person shall not have the right to withdraw from the contract if the Buyer wants to enter into a fixed-rate contract, according to which the sale of electricity begins before the end of the withdrawal period specified in Clause 6.3, and the Buyer has confirmed to lose the right of withdrawal by concluding the contract.

## 7. AMENDMENTS TO THE CONTRACT

**7.1** The contract can be amended upon the agreement of the Parties in writing, or in a form that can be reproduced in writing, or on other grounds established by the contract or law, except for in the case specified in Clause 7.2.

**7.2** The Seller shall have the right to unilaterally change the price package in the contract if the Buyer is in debt to the Seller or if bankruptcy proceedings have been initiated against the Buyer. The Seller shall notify the Buyer at least 14 days in advance about changing the price package.

**7.3** The Seller shall have the right to unilaterally change the Standard Terms or to establish new ones if this is required by changes in current legislation or practices, by the substantive development of the relevant field or goods, by the creation of additional or better opportunities for buyers to use goods or services, or by the need to specify the circumstances related to the sale of goods or the provision or use of services or business risks.

**7.4** The Seller shall publish a corresponding notice on its website regarding changes to the Standard Terms or establishment of new ones, and shall inform the Buyer in the manner stipulated in Clause 9.1 at least one (1) month before the changes or new terms enter into force. The new full text of the Standard Terms or new Standard Terms shall be published on the Seller's website.

**7.5** If the Buyer does not agree to the changes to the Standard Terms or new ones, the Buyer has the right to cancel the contract by notifying the Seller as provided in Clause 9.1 within 14 days before the changes or new Standard Terms enter into force, unless the changes to the Standard Terms or the introduction of new ones are due to changes in the current legislation. Cancellation of the contract does not release the Buyer from fulfilling the obligations arising from the contract up to the time of its cancellation, whereas the current Standard Terms shall apply to the Buyer in terms of the fulfillment of these obligations.

**7.6** If the Buyer does not cancel the contract in accordance with the procedure provided in Clause 7.5, it is considered that the Buyer accepts the amended Standard Terms or new ones and has no claims against the Seller in this regard. The amended or new Standard Terms shall become an integral part of the contract from the date of their entry into force and shall be binding on the Parties. The Standard Terms or its provisions previously in force shall be deemed terminated.

## 8. EXTENSION AND TERMINATION OF THE CONTRACT

**8.1** Within one (1) month before the end of the validity period stipulated in the contract, the Seller has the right to submit a price offer to the Buyer for a new delivery period and for the same or equivalent electricity package. The Parties have agreed that if the Buyer does not notify of a wish to terminate the contract within 14 days before the end of the validity of the contract or the end of the delivery period, the contract will be extended for the next delivery period at the price specified in the price offer.

**8.2** The contract ends:

**8.2.1** upon arrival of the termination date, if the Buyer does not wish to extend the contract in accordance with Clause 8.1;

**8.2.2** by agreement of the Parties;

**8.2.3** upon regular or extraordinary termination of the contract for the reasons specified in the Standard Terms and/or legislation based on the application of a Party;

**8.2.4** upon termination of the Buyer who is a legal entity;

**8.2.5.** upon termination of the network agreement.

**8.3** The Buyer who is a legal entity has the right to cancel the contract at any time by notifying the Seller as stipulated in Clause 9.1 at least 14 days in advance and by paying the fee for early termination of the contract as stipulated in Clause 3.7.

**8.4** The Buyer who is a natural person has the right to cancel the contract at any time by notifying the Seller at least 14 days in advance as stipulated in Clause 9.1. If the contract stipulates the right of the Seller to demand a contractual penalty and/or compensation upon early termination of the contract, and the Seller submits a corresponding claim, the Buyer is obliged to pay the specified amounts in the event of early termination of the contract.

**8.5** If the Buyer does not agree to changing the price stipulated in Clause 2.4, it shall have the right to cancel the contract by notifying the Seller within 14 days before the new price takes effect.

**8.6** The Parties shall have the right to extraordinarily terminate the Contract due to a significant breach by the other Party, provided that the breaching Party has not eliminated the breach within a reasonable

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period given by the other Party. The Seller is obliged to notify the Buyer of extraordinary termination of the contract in writing or in a form that can be reproduced in writing at least 30 days in advance. The Buyer is obliged to notify the Seller of extraordinary termination of the contract in writing or in a form that can be reproduced in writing at least 14 days in advance. Among other things, but not only, Buyer's indebtedness to the Seller is considered a significant breach of the contract.

**8.7** In the event of the death of the Buyer (natural person), the contract shall pass on to the general legal successor of the Buyer. Upon learning of the Buyer's death and provided that the Buyer's legal successor has not redrafted the contract in its own name, the Seller shall terminate the contract.

**8.8** At the end of the contract, the Seller shall terminate the sale of electricity to the Buyer. In a situation where the contract ends and the Buyer's network connection is not interrupted and consumption continues, the Buyer shall be no longer consuming electricity sold by the Seller under the contract.

**8.9** Upon termination of the contract for any reason, those contract provisions, which due to their nature set out the rights and obligations of the Parties after the termination of the contract, shall be applied.

## 9. NOTIFICATIONS

**9.1** Notices, consents, approvals and other declarations of intent are deemed to have been submitted and delivered in accordance with the contract, if the declaration of intent has been delivered to the other Party in oral, written, reproducible, or electronic form using the contact details specified in the contract or notified to the other Party, unless a specific permitted form has been separately agreed in the contract or Standard Terms for the submission of a specific declaration of intent. An oral declaration of intent shall be deemed to have been submitted in accordance with the contract if it has been recorded by the Seller. The Seller may forward a declaration of intent on a bill.

**9.2** The Seller shall inform the Buyer in advance of a change in the contact details stipulated in the electricity contract on its website and in at least one national daily newspaper.

**9.3** The Buyer shall immediately notify the Seller of any changes in the contact details provided in the contract. Changes made in the self-service, made by submitting an application to the Seller in a form that can be reproduced in writing to the e-mail address [teenindus@energia.ee](mailto:teenindus@energia.ee), made over the phone by calling 777 4040 are considered to be a proper amendment of contact data.

**9.4** The Parties shall immediately notify each other of all circumstances that prevent the performance of the contract.

## 10. PROCESSING OF PERSONAL DATA

**10.1** The Seller shall ensure the protection and processing of the personal data of a Buyer who is a natural person in accordance with the procedure provided for in the Standard Terms, in accordance with legislation and the "Principles of Processing Customer Data" published on the Seller's website.

**10.2** The chief processor of the personal data of natural persons is Eesti Energia AS (registry code 10421629, location Lelle 22, Tallinn 11318). The names of the Seller's authorized processors and their contact details are available on the Seller's website.

## 11. SETTLEMENT OF DISPUTES

**11.1** Any disagreements or disputes arising from the performance, change or termination of the contract shall be resolved by the Parties primarily through negotiations.

**11.2** A Party may submit a written complaint to the Competition Authority against the actions or omissions of the other Party which are in conflict with the Electricity Market Act or legislation established on the basis thereof.

**11.3** In order to resolve disputes arising from the contract that the Parties have not been able to resolve by agreement, the Buyer who is a natural person may file a complaint with the Consumer Disputes Committee of the Consumer Protection and Technical Surveillance Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

**11.4** Disputes arising from the contract that the Parties are unable to resolve by agreement shall be settled in the local court of the Buyer on the basis of the legislation of the Republic of Estonia. If the Buyer settles abroad or transfers its place of business or registered office abroad after entering into the contract, or if the Buyer's place of business, residence or registered office is not known at the time of filing the action, the dispute shall be settled in a court of the Republic of Estonia on the basis of the legislation of the Republic of Estonia. The foregoing shall not preclude the right of the Parties to file an application in expedited payment order procedure in accordance with the jurisdiction provided for such proceedings.

## 12. CONTACT DETAILS OF THE SELLER

Seller's business name: Eesti Energia AS  
Registry code: 10421629  
Address: Lelle 22, 11318 Tallinn  
For private customers: 777 4040, [teenindus@energia.ee](mailto:teenindus@energia.ee)  
For business customers: 777 2020, [arikliendid@energia.ee](mailto:arikliendid@energia.ee)  
Website: [www.energia.ee](http://www.energia.ee)