

# Standard terms and conditions of electricity works of Eesti Energia AS

Valid from 01 June 2021

The standard terms and conditions of Eesti Energia AS services apply to the following services:

- Audit of an electrical installation
- Electrical installation inspection
- Electrical work
- Maintenance service
- Energy Performance Certificate
- Energy audit
- Thermal inspection

## 1. GENERAL PROVISIONS

- 1.1. The standard terms of services of Eesti Energia AS (hereinafter: the standard terms) regulate the provision of services (hereinafter: service) by Eesti Energia AS (hereinafter: Eesti Energia or party) to the contracting party (hereinafter: the customer or party).
- 1.2. Eesti Energia provides services to the customer on the basis of an agreement concluded between the parties in written, oral or reproducible form.

## 2. DEFINITIONS

In the standard terms, definitions are used as follows:

- 2.1. **service** - a service provided by Eesti Energia on the basis of a price list;
- 2.2. **price list** - a list of services and fees established by Eesti Energia. The price list is provided on Eesti Energia's website (hereinafter: website).

## 3. PROVISION OF SERVICES

- 3.1. The customer submits a letter of intent to Eesti Energia to order the service and the parties enter into a contract for the provision of the service in writing, orally or in a form that can be reproduced in writing.
- 3.2. Eesti Energia provides the service at the time and by the due date agreed with the customer.
- 3.3. Eesti Energia may use subcontractors to provide services.
- 3.4. The provided service is considered handed over to the customer at the moment when the parties have signed the acceptance certificate.
- 3.5. If the customer discovers shortcomings in the performed services, the customer has the right to submit a claim to Eesti Energia before signing the acceptance certificate. Eesti Energia undertakes to eliminate the shortcomings set out in the claim within a reasonable time.
- 3.6. Eesti Energia shall resubmit the acceptance certificate to the customer for signing after the elimination of the shortcomings.
- 3.7. If the customer has not signed the acceptance certificate within three working days after the -submission of an acceptance certificate by Eesti Energia and the customer has not submitted to Eesti Energia any claims regarding the services provided, the

provided service shall be deemed to have been transferred to the customer.

## 4. SERVICE FEES AND PROCEDURES FOR PAYMENT

- 4.1. The customer pays for the service according to the price list referred to in clause 2.2.
- 4.2. Eesti Energia will issue an invoice to the customer for the provision of the service upon delivery of the provided service to the customer. The customer shall pay for the service by the due date indicated on the invoice, referring to the reference number on the invoice.
- 4.3. The fee is considered paid on the day it is credited to the Eesti Energia's bank account.

## 5. LIABILITY

- 5.1. The parties shall be liable for improper fulfillment or non-fulfillment of obligations (hereinafter: breach of obligation). The parties shall not be liable for a breach of obligation, if the breach of obligation is excusable.
- 5.2. If the customer delays the payment of the invoice, Eesti Energia has the right to demand:

- 5.2.1. a 0.2% interest on arrears of the amount due for each day of delay from the customer who is a legal entity until the amount due is paid in full;
- 5.2.2. a 0.066% interest on arrears of the amount due for each day of delay from the customer who is a natural person until the amount due is paid in full;

Interest on arrears shall begin on the day following the due date and shall end on the date of payment of the amount due (inclusive).

- 5.3. The party shall compensate for the other party for direct material damage caused by the breach of obligations arising from the provision of the service. Non-property damage and lost profits are not subject to compensation.
- 5.4. Eesti Energia can ensure proper fulfillment of its obligations in case it obtains the necessary permits, coordinations and/or land use contracts needed for the provision of the Service.
- 5.5. In the event of a breach of obligation arising from the provision of a service, a party may, individually or jointly, use all legal remedies provided by law or the standard terms.

## 6. TERMINATION OF THE CONTRACT

- 6.1. Customer who is a natural person has the right to withdraw from a service provision agreement within 14 days from the conclusion of the service provision agreement without giving a reason. If the customer withdraws from the service provision agreement, Eesti Energia has the right to demand compensation from the customer for the expenses incurred for the provision of the service.
- 6.2. Upon withdrawal from the agreement in the case provided for in clause 6.1, the customer shall submit a corresponding application by e-mail to [teenindus@energia.ee](mailto:teenindus@energia.ee).

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**6.3.** Eesti Energia has the right to terminate the service provision agreement, if the service cannot be provided, or if the customer has delayed with the payment of the contractual fee by more than 30 days, or has substantially violated other obligations set out in the contract or legislation and has not eliminated the breach within the extended due date given by Eesti Energia. Eesti Energia notifies the customer of the termination of the service provision agreement by sending a corresponding statement in a reproducible written form to the customer's contact e-mail address.

## **7. NOTIFICATION**

**7.1.** Eesti Energia publishes information on services and their fees on the website, via Eesti Energia's customer telephone number 777 1545.

**7.2.** The parties shall notify each other within a reasonable time of any circumstances that prevent proper performance of obligations, including provision of the service.

**7.3.** The contact addresses of Eesti Energia are listed on the website.

**7.4.** The customer shall notify of any changes in the contact details related to the provision of the service via the contact details provided on Eesti Energia's website.

## **8. FINAL PROVISIONS**

**8.1.** The Parties confirm that by concluding the service provision agreement, they have not violated any of law, articles of association or other legal acts applicable to them or any obligations assumed by them in previous contracts and arrangements and they have the necessary powers, permits and competence to enter into the service provision agreement under the conditions and pursuant to the procedure provided by it.

**8.2.** If any of the provisions of the service provision agreement turn out to be completely or partially invalid due to contradiction to legal acts of the Republic of Estonia, it shall not affect the validity of other provisions or their parts. The parties shall do their best to replace a void provision with a valid one which would correspond to the content and idea of the agreement.

**8.3.** With regard to the requirements not provided in the service provision agreement, the work must meet the usual requirements for similar services and/or enable the customer to achieve the objective of the service provision agreement and be of reasonable but not lower than average quality, taking into account the circumstances.

**8.4.** If one of the parties is forced to bear expenses related to the collection of a debt from the other party (including expenses related to waiving the right of claim), the other party undertakes to compensate for all of the expenses related to the collection of the debt. From the amounts paid for covering the debt, overdue interest on arrears shall be regarded as paid first, then the expenses related to the collection of debt (including legal aid expenses), and lastly the principal debt.

**8.5.** The customer's personal data, including the personal identification code, the amount of the debt, the start and end date of the debt and other data necessary for the processing of the

debt, may be published in the payment default register in case of breach of the service provision agreement.

**8.6.** Eesti Energia shall process the personal data of customer in accordance with the Principles of Processing Client Data of Eesti Energia that are available on Eesti Energia's homepage [www.energia.ee](http://www.energia.ee).

**8.7.** All disputes arising from the service provision agreement shall be attempted to be resolved through negotiations by the parties.

**8.8.** In order to resolve disputes arising from the service provision agreement, which the parties have not been able to resolve by agreement, the customer 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.

**8.9.** Disputes arising from the service provision agreement, which the parties are unable to resolve by agreement, shall be settled in the local court of the customer on the basis of the legislation of the Republic of Estonia. If the customer settles abroad or transfers its place of business or registered office abroad after concluding the service provision agreement, or if the customer'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.

**8.10.** Eesti Energia keeps the information obtained during the audit of the electrical installation confidential and does not disclose it to third parties without the customer's permission, except in cases prescribed by law and in other justified cases (incl. Submission of information to the Consumer Protection and Technical Surveillance Authority and Estonian Accreditation Centre) and in the situation when the customer has disclosed the information in advance.