

# Standard terms and conditions of Enefit Connect OÜ services

Valid from 01.01.2021

The standard terms and conditions of Enefit Connect OÜ services apply to the following services:

- Audit of electrical installation
- Business customer electrical installation inspection
- Rental of a temporary network connection board
- Construction electric board
- Generator lease
- Reactive energy compensator
- Cable specialist service

## 1. GENERAL SETTINGS

1.1 The standard terms and conditions of Enefit Connect OÜ services (hereinafter: standard terms and conditions) regulate Enefit Connect OÜ (hereinafter: Enefit Connect or a party) by the provision of services (hereinafter: the service) to the contracting party (hereinafter: the customer or the party).

1.2 Enefit Connect provides services to the customer by written or oral agreement between the parties.

## 2. DEFINITIONS

The terms used in the standard terms have the following meanings:

2.1 service - a service provided by Enefit Connect on the basis of a price list;

2.2 price list - a list of services and fees established by Enefit Connect. The price list is available on the Enefit Connect website [www.energia.ee/enefitconnect](http://www.energia.ee/enefitconnect) (hereinafter: website);

2.3 "service without a written contract" means an agreement between the parties to provide a service for which no bilaterally signed contract is drawn up;

2.4 "service provided by a written contract" means an agreement between the parties to provide a service for which a bilaterally signed contract is drawn up;

2.5 Invoicer - Enefit Connect or its partner named on the website.

## 3. PROVISION OF SERVICES

3.1 The customer submits a letter of intent to Enefit Connect to order the service and the parties enter into either a written or oral agreement.

3.2 Enefit Connect provides the service by the due date agreed with the customer.

3.3 Enefit Connect may use the assistance of third parties to provide services.

3.4 Changes in the provision of the service shall be agreed between the parties.

3.5 The service provided by a written agreement shall be deemed provided if Enefit Connect has notified the customer of the completion of the service at least in a form that can be reproduced in writing. A service provided without a written contract is considered to have been provided if Enefit Connect has notified the customer by telephone, in a form that can be reproduced in writing or if the customer has confirmed the completion of the work on site.

## 4. SERVICE FEES AND THE PROCEDURE FOR THEIR PAYMENT

4.1 The customer pays for the service according to the price list available on the website.

4.2 The invoice submitter shall issue an invoice to the customer for the provision of the service. The invoice payment term is 14 days from the issuance of the invoice. An invoice is considered received by the customer if it has been sent to the customer's contact address agreed in the service provision agreement and 5 days have passed since the invoice was issued.

4.3 The customer pays for the service by the due date indicated on the invoice, referring to the reference number on the invoice.

4.4 The invoice is considered paid from the day when the service fee is received by the submitter of invoice.

# Standard terms and conditions of Enefit Connect OÜ services

Valid from 01.01.2021

## 5. RESPONSIBILITY

5.1 The parties are liable for improper performance or non-performance of obligations (hereinafter: breach of obligation). The parties shall not be liable for a breach of the obligation if the breach of the obligation is excusable.

5.2 If Enefit Connect is late by the due date agreed with the provision of the service, the customer has the right to demand a contractual penalty of 0.06% of the service fee for each day of delay in fulfilling the obligation.

5.3 If the customer is late in paying the fee by the agreed due date, they shall pay the service provider a late payment interest of 0.06% of the unpaid part of the service fee for each day of delay in payment of the unpaid part.

5.4 A party shall compensate the other party for direct property damage caused by a breach of obligations incurred in the course of providing the service. Non-pecuniary damage and loss of income are not subject to compensation.

5.5 Enefit Connect can ensure the proper fulfilment of its obligations if it receives the necessary permits, approvals and/or land use agreements for the provision of the service.

5.6 A party may, separately or together, use all legal remedies arising from law or standard terms and conditions in the event of a breach of obligations arising in the course of providing the service. Limitation of liability is not permitted in cases provided by law or if the damage is caused intentionally or due to gross negligence.

## 6. TERMINATING THE CONTRACT

6.1 If the customer notifies the waiver of the service, the customer pays to the invoice submitter the costs incurred for the provision of the service, but not more than the service fee.

6.2 Enefit Connect has the right to terminate the agreement if it is not possible to provide the service by notifying the customer in writing or if the customer has delayed the payment of the contractual fee for more than 30 days or has materially breached other obligations under the agreement or legislation and has not remedied the breach within the additional period granted by Enefit Connect.

6.3 Upon termination of the agreement after performance of the agreement by Enefit Connect, the service fee will not be refunded to the customer.

## 7. NOTIFICATION

7.1 Enefit Connect publishes information about the services and their fees on the website, via the Enefit Connect customer telephone number 777 1545.

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

7.3 Enefit Connect's contact addresses are listed on the website.

7.4 The customer shall notify of any changes in the customer's contact information related to the provision of the service via the contact information provided on the Enefit Connect website.

## 8. DISPUTE RESOLUTION

8.1 The customer submits a complaint to Enefit Connect related to the provision of the service, which the parties resolve if possible by agreement of the parties. Enefit Connect shall review the customer's complaint submitted in writing or in a form that can be reproduced in writing within 15 days of receiving it and informs the customer of the possible resolution of the complaint or the extension of the term for resolving the complaint.

8.2 In order to resolve disputes arising from the provision of a service, which the parties have not been able to resolve by agreement, a natural person, the buyer, may file a complaint with the Consumer Disputes Committee of the Consumer Protection Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

8.3 Disputes arising from the provision of the service, which the parties are unable to resolve by agreement of the parties, are subject to settlement in the court of the customer's place of residence or domicile on the basis of the legislation of the Republic of Estonia. If the customer moves abroad or transfers his or her place of business or location there after concluding the contract, or if the buyer's activity, residence

# Standard terms and conditions of Enefit Connect OÜ services

Valid from 01.01.2021

or location is not known at the time of filing the claim, the dispute shall be settled in the court of the Republic of Estonia. The foregoing shall not preclude the parties from submitting an application in an expedited order for payment procedure in accordance with the jurisdiction provided for in that procedure.

## 9. PROCESSING OF PERSONAL DATA

9.1 Enefit Connect ensures the protection and processing of personal data of a natural person customer in accordance with the procedure provided in the standard terms and conditions, in accordance with legislation and the “Principles of Enefit Connect OÜ customer data processing” published on the website.

9.2 The chief processor of personal data of a natural person customer is Enefit Connect OÜ (registry code ..... .., location Veskiposti 2, Tallinn 10138). The names of the authorized processors of Enefit Connect and their contact details are available on the website.

9.3 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 contract.

9.4 Enefit Connect 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 disclosed).