

E.ON Energy Solutions AB's Agreement terms for natural gas delivery to the Customer

These agreement terms refer to natural gas delivery to the Customer and constitute an integrated part of the customer's agreement with E.ON Energy Solutions AB.

Valid from Jan 1, 2018 onwards

1. General terms

- 1.1. The agreement between the customer and E.ON Energy Solutions AB (hereinafter referred to as "E.ON") consists of a natural gas agreement including these 'Agreement terms Customer' and the Industry's current and applicable General agreement terms for the sale of natural gas used in business operations or other similar operations, currently referred to as Gas 2013 N. The Industry's terms can be found at www.eon.se or can be ordered from E.ON's customer service. If differences arise, the Natural Gas Agreement, including these Agreement terms, shall supersede the above-mentioned industry terms. E.ON has the right to change these Agreement by notifying the Customer at least one (1) month before the date of the agreement entering into force. Such notification shall occur either by a special message to the customer or via the information section of www.eon.se.
- 1.2. Any changes or supplements by the customer in the pre-printed text in the agreement must be expressly approved by E.ON in order to be considered valid.
- 1.3. The Agreement shall enter into force upon signature by the customer or their authorised representative with the limitations imposed by the requirements in sections 1.2 to 1.4 and provided that the agreement is received by E.ON not later than the date stated in the agreement. E.ON, however, reserves the right to accept the agreement even if the agreement is received at a later date. Upon a verbal order, the agreement shall enter immediately into force, yet with the restriction stated in section 1.4.
- 1.4. E.ON may undertake a credit assessment of the customer, which may lead to E.ON requiring security from the customer in order to enter into an agreement with E.ON.
- 1.5. E.ON reserves the right to, upon unchanged terms, in whole or in part, to transfer the agreement to another party. The Customer does not reserve the right to transfer the agreement or parts thereof to another party without E.ON's prior written consent.
- 1.6. Notification from E.ON to the customer shall be deemed to have been received by the customer immediately upon dispatch of the notification via e-mail and within three (3) days from the letter's date if the notification is sent via post. The Customer undertakes to purchase natural gas from E.ON to the agreed price during the term of the agreement. The price partly entails the price of delivered natural gas (öre/kWh), (hereinafter referred to as the "Energy price"), and, if it is stated in the agreement, an annual cost (SEK/year), (hereinafter referred to as "The annual fee"). In addition, taxes and fees are incurred (see section 1.8 below) and - where appropriate - supplementary fees stated in the agreement.
- 1.7. The stated prices exclusively apply in relation to applicable energy and carbon dioxide taxes as well as value added tax. If these change or new if relevant taxes or fees apply, E.ON reserves the right to change their fees without prior notification. This includes changes to the rules and fees that apply to Gas Point Nordic, Swedegas and Energinet.dk.
- 1.8. E.ON reserves the right to make changes to the agreement during the term of the agreement as a result of the new legislation or decisions by authorities. Changes will be communicated to the customer.
- 1.9. The delivery period stated in the agreement. E.ON is not responsible upon any circumstance for late delivery start-up due to poor or incorrect information from the customer or from the customer's representative.
- 1.10. Estimated meter reading: For facilities measured annually, E.ON bases a calculated meter reading on an annual consumption per facility and according to a fixed consumption which E.ON has established for the facility. After the line owner's annual reading of the meter, a credit or fee is applied to the customer's next invoice.
- 1.11. Read measurements: For facilities measured on an hourly and monthly basis, the line owner's reported consumption is the basis for fee-based volume. If E.ON were not to obtain accurate measurements, for hourly-read, entire series or individual hourly values or meter readings, these are estimated by E.ON and then corrected after the correct measurements have been obtained.
- 1.12. Change in heating value: E.ON reserves the right to change the conversion factor between the upper and lower heating value in the case of value changes significantly.
- 1.13. Upon breach of agreement by the customer, E.ON has the right to financial compensation from the customer. If the customer terminates the agreement without complying with the agreed period of notice, compensation to E.ON is calculated as the difference between the agreed Energy price and the price of the underlying natural gas agreement at the time of termination, with the additional Annual fee for the remaining agreement period as well as an administrative fee. In some cases, taxes and other fees apply. If the agreement entails a Fixed price, Variable price or Monthly price, the compensation is calculated as E.ON's premium multiplied by the estimated remaining consumption according to the agreement with the aforementioned supplementary fee. Compensation is paid even in cases where the delivery had not begun at the time of the customer's agreement breach. The remaining agreement period is counted in whole months. Monthly consumption is calculated as stated in the agreement's monthly profile.
- 1.14. If the customer has a credit or receivable with E.ON, E.ON reserves the right to decide which invoice the credit is applied to, unless the customer, via invoice number, specifies which one.
- 1.15. Unless otherwise agreed, the agreement applies with a mutual period of notice of three (3) calendar months prior to the expiration of the agreement's term. If the agreement is not terminated, delivery continues for (1) year in compliance with current terms and price regarding the Monthly price list or other equivalent agreement form. Information about the applicable Monthly price list is available via E.ON's customer service or website, www.eon.se.
- 1.16. In the event of a termination which does not include an actual supplier replacement or termination of natural gas deliveries, the agreement transfers, unless otherwise agreed, upon the expiration of the agreement period, to the Monthly price list or other equivalent agreement form.
- 1.17. The contents of the agreement and any other information that the parties received from each other are to be considered by either party as trade secrets. The Parties undertake to not divulge, to external parties, the contents of the agreement or such information which the parties received from each other or other party, and which are considered to be either party's trade secret. For authorities, this only applies to relevant parts with regard to the principle of transparency, and with regard to applicable privacy laws and the law on public procurement.
- 1.18. Disputes arising from this agreement shall be finally settled by arbitration which is administered by the Stockholm Chamber of Commerce's Arbitration Institute (herein referred to as "SCC"). Rules for simplified Arbitration procedure should be applied if the SCC, with regard to the degree of difficulty, the dispute case's value and other circumstances, determines that the Arbitration rules should be applied. In the latter case, the SCC shall also decide whether the arbitration tribunal shall consist of one or three arbitrators. The arbitration procedure shall take place in Malmö.
With regard to finished and payable receivables, E.ON may start an action via a general court or with a Swedish Enforcement Authority.

Special terms for the different agreement forms

2. Fixed price

- 2.1. Price terms: Energy price is unchanged per calendar year during the agreement term. Changes during the agreement term can only occur in accordance with sections 1.8. and 1.9 above.

3. Variable price

- 3.1. Price terms: The energy price is determined in accordance with the agreement.
If the calculation of the index is changed or information regarding index is no longer issued, another equivalent index is used. Selection of a new index should occur based on an agreement between the parties. Changes during the agreement term can only occur in accordance with sections 1.8. and 1.9 above.
- 3.2. Settlement: Hourly measured consumption is determined on a daily basis and the Energy price is calculated according to the agreed formula. Monthly measured consumption is determined on a monthly basis

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and the Energy price is calculated in accordance with the agreed formula together with E.ON's monthly measured customer consumption profile.

- 3.3. Change of agreement form: The customer may change from a Variable price to another agreement form during the agreement term. Change of agreement form takes place at the earliest upon the start of the next month. A new natural gas agreement is entered into in accordance with prevailing terms and prices and applies at least until the end of the agreement term according to the current agreement.
- 4. Etage Flex and Etage Fix**
 - 4.1. Price terms: The energy price is determined in accordance with the agreement. If the calculation of the index is changed or information regarding the index is no longer issued, another equivalent index is used. Selection of a new index should occur based on an agreement between the parties. Changes during the agreement term can only occur in accordance with sections 1.8. and 1.9 above.
 - 4.2. The settlement of a variable part: Hourly measured consumption is determined on a daily basis and the Energy price is calculated according to the agreed formula. Monthly measured consumption is determined on a monthly basis and the Energy price is calculated in accordance with the agreed formula together with E.ON's monthly measured customer consumption profile.
- 5. Monthly price list**
 - 5.1. Price terms: The Energy price and the Annual fee are set by E.ON and are continuously updated. Information about the applicable Monthly price list is obtained via E.ON's customer service or website, www.eon.se.
 - 5.2. Notice: The agreement continues to apply with a mutual period of notice of one (1) calendar month.
- 6. Designated agreement/Natural gas price list**
 - 6.1. Price terms for Designated agreement, upon entry into the gas network without any agreement with natural gas supplier: The Energy price and the Annual fee are set by E.ON and are continuously updated. Information about the applicable Natural gas price list is obtained via E.ON's customer service or website, www.eon.se. Changes are communicated on www.eon.se within fifteen (15) days before they enter in force.
 - 6.2. Notice: The agreement continues to apply with a mutual period of notice of one (1) calendar month.