

## NÄT 2012 N (rev)

# **GENERAL CONDITIONS FOR THE CONNECTION OF ELECTRICAL INSTALLATIONS TO ELECTRICITY NETWORKS AND THE TRANSMISSION OF ELECTRICITY TO SUCH INSTALLATIONS (business operations or other similar activities, low voltage)**

**GENERAL CONDITIONS** prepared by Svensk Energi.

## 1. Introductory provisions

1.1 These general conditions relate to the connection of electrical installations and the transmission of electricity to such installations, when the connection and the transmission relates to business operations or other similar activities. Different conditions apply for the connection and transmission of electricity to domestic consumers.

1.2 These general conditions apply until further notice:

The party that prepared these general conditions may amend the conditions. The electricity network undertaking is entitled to introduce such amendments in relation to the customer. When the electricity network undertaking introduces such amendments, the new conditions may not start to apply until two months have elapsed since the electricity network undertaking has notified the customer of the amendments.

1.3 In these general conditions:

- *nominated electricity trading undertaking* means the electricity trading undertaking that sells electricity to a customer who does not personally select electricity trading undertaking. The nominated electricity trading undertaking is appointed by the electricity network undertaking.

- *balance controller* means a party who, through an agreement with the system management authority, has undertaken the financial responsibility for input into the electricity system of as much electricity as is taken out at the customer's outtake point.

- *electricity trading undertaking (electricity supplier under the Electricity Act (1997:857))* means the undertaking from which a customer buys their electricity.

- *electricity network undertaking (network concessionaire under the Electricity Act)* means the undertaking that pursuant to a network concession connects and transmits electricity for the customer.

- *network concession* means a licence to run, use and maintain electrical cables in the area where the customer's installation is located.

- *fuse limiter housing* means that part of the fuse housing equipment that limits the size of the cartridge fuse link (fuse) that can be used.

- *consumer profile computation* means the calculation of the quantity of electricity transmitted and its distribution over time that an electricity network undertaking makes within a geographical area determined by an authority in respect of customers subscribing to a fuse of 63 amperes at most and who are not subject to a special agreement where supply is settled by the hour.

- *system management authority* means the authority, Affärsverket svenska kraftnät (hereafter Svenska kraftnät), which has the overall responsibility to ensure that the generation and consumption of electricity in Sweden is in balance.

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- *outtake point* under the Electricity Act means the point at which a customer, who has a contract with an electricity network undertaking, takes out electricity for consumption.

- 1.4 The electricity network undertaking is, under the Personal Data Act (1998:204), the controller for the personal data processed in accordance with this clause.

Personal data provided to the electricity network undertaking will be processed to enable it to perform contracts entered into or obligations applicable according to statute or other enactment.

Furthermore, personal data may be used for market analyses, statistics and to evaluate and provide information about services and products. Personal data may also be processed for marketing purposes by both the electricity network undertaking and group undertakings together with the collaborating partners of such undertakings.

A customer who does not wish to have personal data processed for marketing purposes may notify the electricity network undertaking at any time to prevent such processing.

Personal data can be disclosed to and collected from subsidiaries and other companies within the group and collaborating partners for the purposes specified above. Information may also be obtained from public and private records in order to update personal data.

The customer is entitled, upon request, to obtain information free of charge once per year regarding the data that has been registered concerning them and the purposes for which this information has been processed. The customer can also request rectification of erroneous data concerning the customer.

A request for such information or for rectification shall be signed by the customer in person and addressed to the electricity network undertaking.

## **2 Connection of electrical installations**

### Connection and transmission

- 2.1 These conditions and the provisions otherwise agreed apply to connections to the electrical supply system and the transmission of electricity to the customer's outtake point. The electricity network undertaking shall apply the provisions on prices applicable from time to time.
- 2.2 If the electricity network undertaking or customer so wishes, written notification shall be given or a written contract entered into.
- 2.3 The electricity network undertaking shall determine the voltage and type of power. The electricity network undertaking shall compensate the customer for any costs in connection with the exchange of equipment etc. Any change in value that may have arisen shall be taken into account.

### Impediments to the performance of the contract

- 2.4 A party is not liable to perform the contract if performance is substantially impeded as a consequence of impediments over which they have no control. Impediments are deemed to include war, public authority decisions, substantial operational disruptions, disruptions to public transport services or other circumstances not caused by a party that have a substantial impact on the performance of the contract and which a party could not have anticipated and whose adverse effects a party could not reasonably have overcome.
- 2.5 According to the Electricity Act, the electricity network undertaking may be liable to discontinue or limit the transmission of electricity to the customer's outtake point if the system management authority requests that the outtake of electricity in the area should be limited or discontinued.

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- 2.6 The electricity network undertaking is entitled to discontinue the transmission of electricity in order to take any measures justified for electricity safety reasons or for maintaining good operational and supply security. The discontinuation may not, in any event, last for any longer than required by the measure.
- 2.7 If the electricity network undertaking is able to anticipate that the discontinuation to transmission may last for more than a short time, the customer shall be notified of this in good time and in an appropriate manner.
- 2.8 When it is necessary to discontinue or limit customers' outtake of electricity under Clauses 2.4 or 2.6, the electricity network undertaking shall share the available transmission capacity between its customers as fairly as possible.

When it is necessary to discontinue or limit the outtake of electricity under Clause 2.5, this shall be implemented prioritising electricity users that are vital to society.

### Compensation for damage/injury, etc.

- 2.9 The Electricity Act contains provisions on strict liability for damage/injury caused by the effects of electricity.
- 2.10 In those cases where the provisions on strict liability contained in the Electricity Act do not apply, the customer is only entitled to compensation from the electricity network undertaking for discontinuation, restriction or other disruption to transmission if this has been caused by carelessness or neglect on the part of the electricity network undertaking.

The right to compensation covers neither pure financial loss nor consequential loss in connection with personal injury or property damage.

- 2.11 If a customer complains that a change of electricity trading undertaking has not been implemented in the proper manner or at the proper time, the electricity network undertaking is responsible for the matter being investigated, following consultation with the notifying electricity trading undertaking. The electricity network undertaking shall also notify the customer of the cause of the error. Unless there are special reasons, notice shall be given to the customer within one month from when the customer contacted the electricity network undertaking.
- 2.12 If the electricity network undertaking has not performed its obligations under Clause 8.2 or has not reported meter values collected in the event of a change of electricity trading undertaking or in the event of an electricity supply commencing under Clause 4.6, the customer is entitled to compensation for the damage/injury that thereby arises.

If a customer shows that it is probable that they have been adversely affected by damage/injury, but that the amount of the damage/injury does not amount to SEK 300 per outtake point and loss occurrence, the customer shall nonetheless receive compensation of SEK 300. In order for compensation of a higher amount to be paid, the customer must substantiate the damage/injury and its extent.

- 2.13 The party suffering the loss shall implement reasonable measures in order to limit their loss. If the party suffering the loss fails to do so, the compensation may be reduced to a corresponding extent.

### Compensation for discontinuation

- 2.14 If the outtake point is electrically disconnected by one or more phases from an energised concessioned network for a consecutive period of at least twelve hours, the customer is entitled to compensation for discontinuation, unless any of the following situations apply:

1. The discontinuation is due to the customer's neglect.
2. Transmission has been discontinued under Clause 2.6.

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3. The electricity network undertaking can prove that the discontinuation resulted from an impediment outside the control of the electricity network undertaking involved, which it could not reasonably have been expected to anticipate and whose consequences it could reasonably neither have avoided nor overcome.

4. The discontinuation is referable to a fault in a cable network where the cables have a voltage of 220 kilovolts or more.

2.15 The electricity network undertaking to whose network the customer's installation is connected shall pay the customer compensation for discontinuation according to the more detailed provisions prescribed below.

2.16 When the compensation for discontinuation is calculated, a period during which the transmission of electricity was discontinued (discontinuation period) shall be deemed to be concluded from the point in time at which the discontinuation ceased, provided the transmission has thereafter functioned without interruption for the immediately following two hours.

For a discontinuation period of at least twelve hours and at most twenty-four hours, compensation for discontinuation shall be paid at 12.5 per cent of the customer's estimated annual network cost, though at least 2 per cent of the price base amount under the Social Insurance Code (2010:110) rounded up to the nearest hundred kronor.

If the discontinuation period is longer than twenty-four hours, further compensation shall be paid for each twenty-four hour period started thereafter at 25 per cent of the customer's estimated annual network cost, though at least a further 2 per cent of the price base amount rounded up to the nearest hundred kronor.

Compensation for discontinuation shall not exceed 300 per cent of the customer's estimated annual network cost for a discontinuation period.

2.17 Compensation for discontinuation may be adjusted to a reasonable amount

- if the compensation for discontinuation is unreasonably onerous considering the financial circumstances of the electricity network undertaking or of the concessionaire for another network who, owing to the discontinuation, is liable to pay compensation in relation to the electricity network undertaking under the Electricity Act, or

- if the work to recommence the transmission of electricity has had to be delayed in order not to expose workers to significant risks.

2.18 The electricity network undertaking shall pay compensation for discontinuation without unreasonable delay and never later than six months from the end of the month when the electricity network undertaking became aware or ought to have been aware of the discontinuation.

If the payment is not made in due time, interest for compensation that has not been paid shall be paid under Section 6 of the Interest Act (1975:635).

2.19 If the customer has not received compensation for discontinuation, the customer shall notify the electricity network undertaking of a claim for compensation for discontinuation within two years from when the discontinuation ceased. If the customer does not notify the electricity network undertaking, the right to compensation for discontinuation for the discontinuation in question shall lapse.

2.20 Compensation for discontinuation shall be deducted from any damages paid owing to the same electrical discontinuation.

### Information

2.21 The electricity network undertaking shall provide information to the customer about the supply security in the electricity network and about the right to compensation for discontinuation and damages.

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### 3. Installations

- 3.1 The parties may not use their installations in such a way that damage may arise to the other party's installations, or in such a way that disruptions may arise for the network or for other customers.

#### The electricity network undertaking's installations

- 3.2 The electricity network undertaking shall lay the necessary cables to a connection point selected by the electrical network undertaking for a single fixed price. The electricity network undertaking owns the cables and shall determine their position following consultation with the customer. If a customer wishes to have another connection point, another location or increased capacity, the electricity network undertaking shall arrange such measures in return for special payment of any additional costs that thereby arise.
- 3.3 The electricity network undertaking's cables are intended for electrical connections and the transmission of electricity and may not be used for any other purpose without the written permission of the electricity network undertaking.
- 3.4 The electricity network undertaking is entitled to install and keep a meter within the connected property together with any other equipment necessary for controlling consumption; referred to here as *metering equipment*. The location of this shall be chosen by the electricity network undertaking following consultation with the customer and shall be made available without cost to the electricity network undertaking. The metering equipment is the property of the electricity network undertaking or is available for its use and may only be dealt with by the electricity network undertaking or someone engaged by it.

The Electricity Act contains special provisions on the cost of meters, etc. for those customers wishing to have other metering than the metering applied by the electricity network undertaking for customers within the consumer profile computation.

- 3.5 The customer shall ensure that the metering equipment available to them is easily accessible for the electricity network undertaking. The electricity network undertaking's seals or other blocking devices may not be broken.

#### The customer's installation

- 3.6 All work on the customer's installation shall be performed in accordance with applicable regulations. An authorised electrical installer shall be engaged to perform such work, unless otherwise prescribed by the applicable regulations.
- 3.7 The customer's installation may only be connected up to the network by the electricity network undertaking.

An authorised electrical installer shall give written advance notice to the electricity network undertaking prior to the start of electrical installation work that entails a need for new connection or changes to a connection, or that entails significant changes to the customer's outtake of electricity.

- 3.8 The customer is responsible for having the correct fuse limiter housing or fuse in relation to the network charge paid by the customer. Changes to the said fuse limiter housing or fuse may only be made with the electricity network undertaking's consent.

An authorised electrical installer shall notify the electricity network undertaking in writing of the completion of the electrical installation work in accordance with the second paragraph of Clause 3.7, and also work relating to electricity meter, charge-determining fuse limiter housing or charge-determining fuse.

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- 3.9 The electricity network undertaking is not the owner of or responsible for paying for, installing or maintaining equipment that is necessary for the metering equipment, such as meter board, meter cabinet and meter cables.
- 3.10 The electricity network undertaking is entitled to request that the customer changes their installation at their own cost in order to achieve secure operational conditions and satisfy applicable regulations.
- 3.11 The customer is liable, at the request of the electricity network undertaking, to provide information about the number of apparatus and utility equipment connected and about their nature and power ratings.
- 3.12 The customer may not link the electricity network undertaking's installation to another source of power or installation unless otherwise agreed.
- 3.13 The electricity network undertaking or anyone engaged by it shall be afforded access to the installation and metering equipment available to the customer following consultation with the customer.

In the event that the customer has an outtake point within its installation that is used by another electricity user, the customer shall ensure that the electricity user is afforded access to the metering equipment that belongs to such outtake point.

- 3.14 The electricity network undertaking is entitled to conduct an inspection of the customer's installation.

If the electricity network undertaking discovers deficiencies in the customer's installation when connecting or during an inspection, the electrical network undertaking shall notify the customer of this.

An inspection does not mean that the electricity network undertaking assumes the responsibility and obligations that the customer or the party who performed the work on the customer's installation may have.

- 3.15 If the electricity network undertaking and the customer agree that there should be a complete five-wire system within the network station area, the respective party shall have the necessary control of the five-wire system so that its function can be maintained at a reasonable level. This agreement requires a separate contract between the parties.

## **4. Metering, collection and reporting of meter values and also invoicing**

### Metering

- 4.1 Electricity transmitted to the customer will be recorded by the electricity network undertaking's meters or by meters approved by the electricity network undertaking.

If the metering equipment includes an electricity meter that can transfer meter values or pulses to terminals or central systems and the recording transferred does not correspond to the electricity meter, the electricity meter's recording shall apply.

- 4.2 If a party has cause to assume that there is a fault with the metering equipment, they shall notify the other party of this without unreasonable delay. The customer is then entitled to call for the installation to be tested. The testing shall be performed by the electricity network undertaking, or someone engaged by the electricity network undertaking, provided the customer agrees. However, the customer is entitled to request that the test is checked or performed by an impartial expert.
- 4.3 When testing, the meter's recording shall be deemed acceptable in those cases where the deviation is not greater than permitted according to the provisions of the regulations applicable from time to time. If the deviation is greater, the meter values shall be rectified and the outtake of electricity be deemed to correspond with the rectified values.

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- 4.4 If testing takes place at the customer's request and it is then concluded that the meter's recording is acceptable in accordance with Clause 4.3, the customer shall compensate the electricity network undertaking with an amount not exceeding the cost of carrying out the test. Otherwise, the electricity network undertaking shall pay for the testing. The electricity network undertaking shall inform the customer requesting a test of the estimated cost of the test in advance.

### Collection and reporting of meter values and also invoicing

- 4.5 Collection of meter values shall take place in accordance with the statutory provisions applicable from time to time.

Collection of meter values at a customer, unless more accurate metering has been requested, shall take place at the turn of each month for customers whose purchase of electricity is included in the basis for the consumer profile computation and daily for other customers. In addition to this, the meter values shall be collected in conjunction with a change of electricity trading undertaking, commencement and conclusion of electricity supply. The meter's recorder shall be read in conjunction with a new connection, permanent disconnection and change of metering equipment.

If the electricity network undertaking cannot carry out a collection of meter values in accordance with the above, these will be determined in some other way in accordance with the regulations applicable from time to time.

Unless otherwise provided by an enactment, collection of meter values shall take place at the point in time and in the manner determined by the electricity network undertaking.

A customer who requests that their energy consumption should be metered in some other way than as stated above shall be charged by the electricity network undertaking for the additional cost of such metering and for the reporting of the results of these meterings. If the metering in that connection requires other metering equipment, the customer shall be charged the cost of the meter with associated collection equipment and for its installation at the outtake point.

The customer may not be charged other costs for metering than those mentioned here. Notwithstanding the provisions contained in the preceding paragraph a customer who has entered into a contract for the supply of electricity a precondition of which is that the quantity of electricity transmitted shall be metered per hour, may not be charged additional costs for this.

- 4.6 The electricity network undertaking's obligations to report meter values are governed by statute.

The electricity network undertaking shall inform a customer whose purchase of electricity is included in the basis for the consumer profile computation, and on request to the undertaking that the customer has nominated, no later than in conjunction with the invoicing, without special cost for the customer about the following:

- meter readings at each turn of the month,
- energy consumption during the metering period,
- estimated annual consumption, and
- consumption statistics per month as kilowatt per hour for the last thirteen months. In those cases where it is requested, the electricity network undertaking shall provide information about the customer's consumption statistics for a longer period if this information is available.

Individual meter values from an outtake point that is to be settled by the hour per 24-hour period shall after the end of the month of the supply and no later than upon invoicing be reported to the customer and, on request, to the undertaking that the customer has nominated. If invoicing covers more than one month and the metering system can supply meter readings, meter readings at the turn of each month shall also be included in reports.

For a customer with an outtake point that is settled by the hour per 24-hour period and for a customer with an outtake point that is measured by the hour and profile settled, the electricity network

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undertaking shall without special cost provide information about consumption that at least covers the last three years or the term of the current electricity network contract, if this is shorter. This information shall correspond to the intervals for which the invoicing information has been presented. The electricity network undertaking shall also at the request of the customer provide the information without special cost to the undertaking that the customer has nominated. The electricity network undertaking shall without special cost for the customer also provide information about consumption per day, week, month and year for a period that at least covers the last two years or the term of the current electricity network contract, if this is shorter. The electricity network undertaking shall also at the request of the customer provide the information without special cost to the undertaking that the customer has nominated. The information referred to in this paragraph shall be made available each quarter if the customer so requests and otherwise at least twice per year.

Upon the commencement of the electricity supply or in conjunction with change of electricity trading undertaking (commencement or take-over of electricity supply), the electricity network undertaking shall, no later than 15 working days after the electricity supply has started or been taken over, inform the customer about the following:

- the date of the commencement or take-over of electricity supply,
- the reason for the notification (commencement or take-over of electricity supply),
- which electricity trading undertaking has the contract for electricity supply at the outtake point,
- installation identity (inst. ID),
- network reconciliation area identity (area ID), and
- metering equipment identity.

Corresponding reports shall be provided to the relevant electricity trading undertakings as provided by statute.

### 4.7 Invoicing shall be based on meter values collected.

However, if there are special reasons, preliminary invoicing may take place and be based on the estimated quantity of electricity transmitted. The estimated quantity of electricity transmitted shall then be determined with the guidance of the customer's previously known consumption and other circumstances, such as, for example, changes notified by the customer that it may be assumed would affect the quantity of electricity transmitted.

When reconciling invoicing that has been based on estimated meter values, the reconciliation following the collection of meter values shall be effected with account taken to the various prices that have applied for the period covered by the reconciliation. Unless there are special reasons for applying another basis of estimation, the estimate shall thereupon be conducted as if the customer's consumption followed the normal consumption patterns for that category of customer.

Invoicing may only include costs that arise after the due payment date of the invoice if a separate agreement has been entered into regarding this.

Unless special reasons apply, the final invoice shall be based on meter values collected.

### 4.8 If it is by testing or in another way concluded that the metering equipment is not working or if it has recorded another quantity of electricity transmitted than the real quantity or if an error has been made during collection of meter values, the electricity network undertaking shall estimate the quantity of electricity that has been transmitted in consultation with the customer and electricity trading undertakings involved. This estimate shall form the basis of the electricity network undertaking's invoicing.

This estimate may not go further back than three years from when the fault became known to both contractual parties. An estimate may be made for a longer period if a party was obviously aware of a circumstance according to the first paragraph but did not notify the other party of such circumstance.

If the quantity transmitted has been estimated in accordance with this clause, the electricity network undertaking shall give notice of this no later than in conjunction with the invoicing.



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4.9 Estimated transmission under Clause 4.8 shall be determined with the guidance of the customer's previously known meter values at the outtake point and other circumstances that may have affected the scope of the transmission.

4.10 If the estimated transmission in any of the above-mentioned cases is based on incorrect assumptions, the incorrectly invoiced charge shall be adjusted. The adjustment shall normally be made when invoicing next occurs.

### **5. Payment and collateral**

5.1 The customer shall pay for being connected to the network and for the transmission of electricity. This payment obligation also covers the transmission of electricity that the customer has not been able to make use of owing to faults within their own installation, or for other reasons that are not due to the electricity network undertaking.

5.2 If the customer starts taking out electricity at the outtake point without having any valid contract with an electricity trading undertaking, the customer shall pay for the electricity to the electricity trading undertaking that the electricity network undertaking is liable to nominate under Clause 8.3, in accordance with the conditions applied by that electricity trading undertaking.

5.3 The customer's payment shall be received by the electricity network undertaking no later than on the due payment date stated in the electricity network undertaking's invoice, which date shall be at the earliest 15 days after the electricity network undertaking has sent the invoice, unless otherwise agreed in writing.

5.4 If payment is not made in due time, the electricity network undertaking is entitled to demand from the customer, besides the amount of the invoice, interest under the Interest Act from the due date for payment stated in the invoice together with compensation for any costs associated with the delay. This also includes costs for written payment reminders and costs for the enforcement of payment or other obligations.

5.5 If the electricity network undertaking has reasonable cause to fear that the customer will not perform their payment obligations, the electricity network undertaking is entitled to request acceptable collateral or advance payment for further connection and transmission.

If the electricity network undertaking is entitled to request collateral or advance payment in accordance with the first paragraph, the electricity network undertaking is also entitled to require monthly invoicing.

Collateral or an advance may not comprise a greater amount than a sum corresponding to six months' estimated charges for the transmission of electricity.

If the customer has satisfied their payment obligations at the proper time for a period of one year from when the collateral was furnished or the advance payment has been paid for the first time, the collateral furnished shall be returned and the demand for advance payment withdrawn.

If the customer has furnished collateral in accordance with this clause, the funds deposited shall be placed into an interest-bearing account, to be held separately from the electricity network undertaking's own funds.

### **6. Discontinuation of the transmission of electricity (disconnection) and reconnection**

6.1 The electricity network undertaking may disconnect the customer's installation from the network if the customer fails to pay charges due, furnish collateral or make an advance payment and the default is not trivial. Disconnection may also be effected if the customer commits some other fundamental default under these conditions and the provisions otherwise agreed.

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- 6.2 The customer shall be afforded an opportunity to implement rectification prior to the electricity network undertaking taking measures under the provisions of Clause 6.1.

If this default refers to payment, the customer shall be given reasonable time, of at least 15 days computed from a demand to pay, before disconnection may be effected.

- 6.3 Disconnection may also be effected when the customer breaches conditions under the contract regarding the electricity that the electricity network undertaking transmits to the customer and the breach entails a right for the electricity trading undertaking to request disconnection. The responsibility for ensuring that there is a right to disconnect always rests with the party requesting the measure.

If the customer changes electricity trading undertaking following disconnection having been effected in accordance with the first paragraph, the electricity network undertaking may not refuse the reconnection of the customer.

- 6.4 Disconnection may not be effected for a claim insofar as it is the subject of a dispute.

- 6.5 Reconnection is only effected when the customer has satisfied all their obligations under the contract, paid compensation for the electricity network undertaking's costs owing to measures for disconnection and reconnection and paid any collateral or advance payments requested.

## **7. Grant of land, etc.**

- 7.1 The customer shall grant land to the extent necessary and allow the electricity network undertaking access to the properties affected for the performance and maintenance of the electricity network undertaking's installations for the transmission of electricity within the electricity network undertaking's network concession area. This also includes the right for the electricity network undertaking to maintain and repair installations and to fell trees and cut down bushes that constitute a danger or impediment to the installations. In this connection, reasonable regard shall be taken of the customer's interests.

- 7.2 The customer shall receive payment according to the applicable statutes and practice for any damage/injury as a result of measures under Clause 7.1.

Compensation is only paid for temporary damage/injury if the electricity network undertaking's installations are exclusively intended for connection and transmission of electricity to the customer's installation.

Compensation is not payable in any case for insignificant temporary damage/injury.

- 7.3 The customer may not erect buildings, change ground levels or implement any other measures that jeopardise electrical safety or the function or operation of the electricity network undertaking's installations.

- 7.4 If the customer demands that the electricity network undertaking's installations be moved or otherwise changed, the electricity network undertaking shall cooperate with this unless there is a significant impediment of a technical nature. The customer shall pay for any costs caused by moving or making changes to the installation.

- 7.5 If the electricity network undertaking's installation is not operating and will not be used in the future, the electricity network undertaking shall at its own cost remove the installation if the customer so requests and the installation entails a significant inconvenience to the customer.

- 7.6 The customer is liable on request to sign an easement agreement or participate in the electricity network undertaking obtaining a cable wayleave for its installations and also acting to ensure that the electricity network undertaking is granted a registration against the land unit in order to secure the easement agreement.

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7.7 If the customer occupies a property with a right other than ownership, the relevant parts of the above provisions shall apply. The customer shall work to ensure that the electricity network undertaking is ensured the same rights as though the customer were the owner of the property.

## **8. Change and nomination of electricity trading undertaking**

8.1 It shall be possible to change electricity trading undertaking without a special cost for the customer.

It is an obligation of the electricity network undertaking to implement a change of electricity trading undertaking in accordance with the notification from the new electricity trading undertaking chosen by the customer.

The electricity network undertaking is obliged to implement the change on the day on which the electricity trading undertaking and customer have agreed, provided that the notification from the electricity trading undertaking took place no later than 14 days prior to the change being implemented.

If a change of electricity trading undertaking and/or balance controller has not taken place in the prescribed manner, the former electricity trading undertaking will continue to supply, and the balance control responsibility will remain with the former balance controller until the change can take place.

8.2 It is an obligation of the electricity network undertaking, after an application from a new electricity trading undertaking or a new balance controller has been received, to notify the notifying electricity trading undertaking as to whether the application is complete or incomplete. If the application is complete, the electricity network undertaking shall confirm the information provided and, if the application relates to a new electricity trading undertaking, state the estimated annual consumption at the outtake point. If the application is incomplete, the notification of this shall specify what is incomplete/wrong with the application.

8.3 If a customer does not have a contract for electricity supply with an electricity trading undertaking, the electricity network undertaking is according to law liable to nominate such an electricity trading undertaking (nominated electricity trading undertaking) for the customer.

The electricity network undertaking shall without delay advise the customer which electricity trading undertaking has been nominated and about the customer's possibility of changing electricity trading undertaking.

8.4 If the electricity network undertaking makes a nomination for the customer under Clause 8.3, the electricity network undertaking shall at the same time notify the electricity trading undertaking nominated of this.

## **9. Term, amendments and supplements**

9.1 The contract applies until further notice.

Unless otherwise agreed, the contract shall cease at the latest one month following written notice of termination from the customer.

9.2 Unless otherwise agreed, the electricity network undertaking may change its prices. In the event of such price changes, the electricity network undertaking shall notify the customer of the changes. Such notification shall be given at least 15 days prior to such changes taking effect either through special notification to the customer or through an advertisement in the daily press and information on the electricity network undertaking's website. *Daily press* means the daily newspaper that has the largest distribution in the municipality where the transmission is made.

Price changes as a consequence of changes to special taxes or levies may be made and implemented without any preceding notification.

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The subsequent invoice shall clearly indicate when the price changes were made and the amount of the change.

- 9.3 When there is a price change, the new price is to be applied on the basis of either the meter value collected, providing the collection takes place within a reasonable time from the date of the change, or meter readings estimated on reasonable grounds.
- 9.4 The Energy Markets Inspectorate is the supervisory authority under the Electricity Act and can, among other things, exercise supervision regarding the electricity network undertakings' network tariffs for transmission of electricity. Conditions and prices for connection may also be reviewed by the Energy Markets Inspectorate.