

E.ON Energilösningar AB:

Terms and Conditions Pertaining to Large Customers

The following Terms and Conditions refer to the supply of electricity to large customers and form an integral part of the Customer's agreement with E.ON Energilösningar AB.

The Terms and Conditions apply from 1/6/2018.

1. General Terms and Conditions

- 1.1 The agreement between the Customer and E.ON Energilösningar AB (hereinafter "E.ON") consists of an Electricity Trading Agreement including E.ON's Terms and Conditions Pertaining to Large Customers as well as the electricity industry's General Terms and Conditions for the sale of electricity for use in a business context or other similar activity, currently EL2012N (rev). The electricity industry's Terms and Conditions are available at www.eon.se or may be ordered from E.ON's customer service. In the event of discrepancies, the Electricity Trading Agreement including E.ON's Terms and Conditions Pertaining to Large Customers shall supersede the above mentioned Terms and Conditions of the electricity industry. E.ON is entitled to make alterations to the Terms and Conditions Pertaining to Large Customers by notifying the customer of any alteration at least one (1) month prior to the Terms and Conditions Pertaining to Large Customers becoming effective. Such notification shall be effected either by way of a specific communication to the customer or by communication via www.eon.se.
- 1.2 Any amendments or additions to the pre-printed text of the Agreement by the Customer must be explicitly approved in writing by E.ON in order for such amendments or additions to be valid.
- 1.3 The Agreement enters into force from the date on which it is signed by the Customer or the Customer's duly appointed representative, subject to the limitations stated in clauses 1.2 and 1.4 and provided that the Agreement is submitted to E.ON no later than on the date specified in the tender. However, E.ON reserves the right to accept the Agreement even if the Agreement is submitted at a later date. In the case of oral orders, the Agreement takes effect immediately, subject to the limitation stated in clause 1.4.
- 1.4 E.ON may carry out an evaluation of the Customer's creditworthiness, which may lead to E.ON requesting a guarantee from the Customer before entering into an agreement.
- 1.5 E.ON is entitled to transfer the present Agreement or parts thereof to a third party without any amendment to the Terms and Conditions. The Customer is not entitled to transfer the present Agreement or parts thereof to a third party without E.ON's prior written consent.
- 1.6 Communications from E.ON to the Customer shall be considered to have been received by the Customer immediately, if the message was sent by e-mail, and within three days from the date of the postage stamp, if the message was sent by post.
- 1.7 The Customer undertakes to purchase electricity from E.ON during the term of the Agreement at the price agreed. The price consists of the price for electricity supplied (öre/kWh) (hereinafter the "Energy Price") as well as an annual charge (SEK/annum) (hereinafter the "Annual Charge"). In addition, the Customer shall pay the market price for the electricity certificate applicable to supply quota (see Clause 1.8 below) as well as any surcharges specified in the Agreement, if applicable.
- 1.8 Any indicated prices are exclusive of the energy taxes and value-added tax applicable at any time. In the event of changes to such taxes or the introduction of new taxes and fees, E.ON has the right to alter its charges without prior notification. The same applies to alterations of e.g. the rules and fees that apply to Nord Pool or to Svenska Kraftnät's agreements on balance responsibility. In the event that charges have been based on erroneous information about the quota obligation in accordance with the legislation on electricity certificates, or in case of an alteration to the quota obligation, E.ON must adjust its charges for the period in question immediately as soon as E.ON has become aware of the situation.
- 1.9 During the term of the Agreement, E.ON has the right to introduce such amendments to the Agreement as may result from changes to legislation or decisions by an authority. The Customer shall be notified of any such amendments.
- 1.10 The delivery period is specified in the Electricity Trading Agreement. E.ON shall not be liable for any such delay to the commencement of delivery as is due to inadequate or erroneous information from the Customer or the Customer's representative.
- 1.11 E.ON bases its charges for plants charged on a monthly basis on the consumption measured. In the event that E.ON receives incorrect measuring data, either whole series of data or individual hourly data and meter readings, E.ON will estimate such data and adjust them once the correct measuring data have been supplied.
- 1.12 Charges for plants measured on an hourly basis depend on the consumption volume reported by the electricity supplier. In the event that E.ON receives incorrect measuring data, either whole series of data or individual hourly data and meter readings, E.ON will estimate such data and adjust them once the correct measuring data have been supplied.
- 1.13 If the Customer is in breach of the Agreement, E.ON shall be entitled to financial compensation from the Customer. If the Customer terminates the Agreement before it expires, compensation shall amount to the difference between the agreed Energy Price and the price of the underlying power exchange contract at the time of the termination, with the addition of the Annual Charge for the remainder of the term of the Agreement as well as an administration fee. Taxes and fees will be added, where applicable. If the Agreement concerns a Spot Price, a Flexible Price or a Spot Price with added regular mark-up, the compensation payable to E.ON is calculated as E.ON's mark-up multiplied by the remaining calculated consumption in accordance with the Agreement plus the above mentioned additions. Such compensation is payable even if delivery has not yet commenced at the time of the Customer's breach of the Agreement. The remainder of the Agreement period is calculated in whole months. Monthly consumption is calculated as the twelfth part of the annual consumption stated by the electricity supplier.
- 1.14 Unless otherwise agreed, the Agreement shall be valid with a mutual period of notice of three (3) calendar months prior to the expiry of the term of the Agreement. Unless there is written notification of termination, the Agreement shall be extended by one (1) year at a time with the same period of notice, and delivery shall continue at the Terms and Conditions and Spot Prices (for plants with hourly readings) or Flexible Prices (for plants with monthly readings) applicable at the time and at the mark-up applicable on the market at the time in öre/kWh.
- 1.15 If the termination of the Agreement does not correspond to an actual change of supplier, the Agreement shall on expiry be converted to a Spot Price Agreement with added regular mark-up (for plants with hourly readings) or to a Designated Agreement (for plants with monthly readings) respectively or a different equivalent agreement, unless otherwise agreed.
- 1.16 The contents of the present Agreement and any other information that the Parties may have obtained from each other shall be considered the respective party's business secret. The Parties undertake to not disclose to a third party the contents of the present Agreement or any such information as the Parties may have obtained from each other or from a third party and which is to be considered a business secret of either Party. This provision shall apply to authorities in its applicable parts only with regard to the transparency principle, the legislation on confidentiality applicable at any time as well as the Public Procurement Act.
- 1.17 Disputes arising from the present Agreement shall be settled finally by arbitration in accordance with the proceedings of the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter "SCC"). The rules regarding simplified arbitration proceedings shall apply, if the SCC in view of the significance of the case, the value of the dispute and other circumstances decides that Arbitration Rules shall apply. In the latter instance, SCC shall also decide whether the arbitration board shall consist of one or three arbitrators. Arbitration proceedings shall be held in Malmö. However, in cases of certain and due claims, E.ON has the right to bring legal action before an ordinary court or the Enforcement Authority.

Special conditions for particular agreements

2. Fixed price

- 2.1 Price conditions: A Fixed Price, consisting of the Energy Price, E.ON's electricity certificate costs and the Annual Charge, remains unchanged for the term of the Agreement. However, a Fixed Price may be subject to changes during the term of the Agreement in accordance with Clauses 1.8 and 1.9.
- 2.2 Volume flexibility: E.ON has the right to charge compensation, should the volume of the Customer's consumption deviate from the agreed volume for the relevant pricing area. In the event that the Customer's consumption deviates from the agreed delivery volume, the Customer shall pay compensation amounting to the difference between the agreed price and Nord Pool's medium Spot Price for the calendar quarter in question for that part of the consumption, which deviates by more than five (5) per cent from the agreed delivery volume during a calendar quarter, plus E.ON's regular mark-up for handling costs.

3. Spot Price

- 3.1 Price conditions: The Energy Price is determined per hour on the basis of Nord Pool's Electricity Spot Price recordings for the electricity area in question as well as E.ON's mark-up.
- 3.2 Change of Agreement: The Customer may change their Agreement from a Spot Price Agreement to a different agreement during the term of the Agreement. The earliest date for such change is the end of the current calendar month. The agreement is concluded at the Terms and Conditions and prices applicable at the time and shall be valid at least until the expiry of the current Agreement.

4. Flexible Price

- 4.1 Price conditions: The Energy Price for the delivery month is based on Nord Pool's Electricity Spot Price recordings for the electricity area in question, on E.ON's profiles of customers' monthly consumption readings plus E.ON's mark-up.
- 4.2 Change of Agreement: The Customer may change their Agreement from a Flexible Price agreement to a different agreement during the term of the Agreement. The earliest date for such change is the end of the current calendar month. The agreement is concluded at the Terms and Conditions and prices applicable at the time and shall be valid at least until the expiry of the current Agreement.

5. Etage*

- 5.1 Special terms and conditions specified in the Agreement apply to Etage*Flex, Etage*Fix and Etage*Index.

6. Designated Agreement/Spot Price with regular mark-up

- 6.1 Price conditions for Designated Agreements for plants with monthly readings: The Energy Price, electricity certificate costs and the Annual Charge are determined by E.ON. Any changes are publicised or otherwise communicated no later than fifteen (15) days before taking effect.
- 6.2 Price conditions for Spot Price Agreements with regular mark-up for plants with hourly readings: the Energy Price is determined per hour on the basis of Nord Pool's Electricity Spot Price recordings for the electricity area in question with a mark-up in öre/kWh (hereinafter "Regular Mark-up").
- 6.3 Any changes to the Regular Mark-up are publicised or otherwise communicated no later than fifteen (15) days before taking effect.
- 6.4 Period of notice: The Agreement shall remain valid until further notice with a mutual period of notice of fourteen (14) days.

7. Environmental Choice

- 7.1 The Environmental Choice represents an addition to the Customer's existing Electricity Trading Agreement with E.ON.
- 7.2 Under the Environmental Choice, E.ON undertakes to supply the Customer with electricity generated in accordance with the Customer's choice and corresponding to the agreed volume. The Customer is entitled to a certification of the agreed

Environmental Choice. The Environmental Choice does not affect the handling of the electricity certificate charge.

- 7.3 Alternative agreements: Electricity generated from wind power or hydropower as well as electricity labelled Sound Environmental Choice. The cost of this consists of an agreed mark-up or fee.
- 7.4 The delivery period stipulated for electricity deliveries shall also apply to any agreed Environmental Choice. If the Electricity Trading Agreement is extended in accordance with Clause 1.14 above, the Environmental Choice shall be extended accordingly. Where electricity deliveries until further notice have been agreed, the Environmental Choice shall also apply until further notice. The Environmental Choice shall end automatically upon the ending of the Customer's current Electricity Trading Agreement with E.ON.
- 7.5 Obstruction of (electricity) supplies: If for any reason beyond E.ON's control, e.g. production loss or government decisions etc., E.ON should be unable to supply electricity in accordance with the Customer's Environmental Choice or in any other way fail to fulfil the Customer's Environmental Choice, E.ON has the right to supply the Customer with electricity from other sources until the obstruction has been removed. In this case the Customer shall not pay any mark-up or monthly fee for their Environmental Choice for the duration of the obstruction. E.ON shall inform the Customer of any problems related to the delivery of electricity in accordance with the Customer's Environmental Choice.