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AS Tallinna Sadam

STANDARD TERMS OF PROVISION OF NETWORK SERVICES

1 General provisions

- 1.1 Private limited company AS Tallinna Sadam Standard Terms of provision of network services at connection points operating on 0.4 kV voltage and connection points operating on 6 - 10 kV voltage (hereinafter V Standard Terms) regulate provision of network services by private limited company AS Tallinna Sadam (hereinafter Network Operator or Party) to the buyer (hereinafter Buyer or Party) whose electrical installation(s) are connected to the Network Operator's network at low voltage and medium voltage connection points.
- 1.2 V Standard Terms apply to contracts to be concluded and contracts of provision of network services that are valid upon enforcement of all of the Standard Terms (hereinafter Contract). The Standard Terms are integral parts of the Contract.
- 1.3 The Network Operator itself may perform obligations prescribed by the Contract or use third persons to perform said obligations. By signing the Contract, the Buyer confirms their consent to above transfer of the Network Operator's obligations and readiness to be liable for performance of their obligations before either the Network Operator or a third person designated by the Network Operator.
- 1.4 By concluding the Contract, the Buyer grants the Network Operator their consent to process, forward, or disclose data, including the Buyer's personal ID code and location, to persons whom the Network Operator uses to perform its rights and obligations as well as in connection to preparing and forwarding of the Network Operator's invoices to providers of printing and postal services and providers of banking and collection services.
- 1.5 By concluding the Contract, the Buyer confirms that it has been given sufficient opportunities to review the contents of the Contract, including the Standard Terms and price list, and that it has reviewed the above, understood the content of the Contract, and approve the Contract.
- 1.6 A standard term that deviates from a significant principle of the law is null and void.

2 Definitions

- 2.1 In contracts and Standard Terms, definitions are used in the following meaning:
 - 2.1.1 **transmission charge time rates** – daytime rate and nighttime rate of transmission charge;
 - 2.1.2 **transmission** - transport of electricity in the network;
 - 2.1.3 **transmission charge** – a charge for the transmission of electricity (measurement unit cents/kWh);
 - 2.1.4 **transmission charge base rate** – the price of transmission of kilowatt-hour of electricity, not dependant on the time of transmission of electricity (measurement unit cents/kWh);
 - 2.1.5 **daytime rate of transmission charge** - the price of transmission of kilowatt-hour of electricity Monday through Friday 7 AM – 11 PM local time and 8 AM – 12 midnight daylight saving time (measurement unit cents/kWh);
 - 2.1.6 **nighttime rate of transmission charge** - the price of transmission of kilowatt-hour of electricity Monday through Friday 11 PM – 7 AM local time, 12 midnight – 8 AM daylight saving time, and on Saturday and Sunday for 24 hours (measurement unit cents/kWh);
 - 2.1.7 **electrical installation** - an operational assembly of equipment, conductors and accessories used to generate, transmit, transform, meter, sell, or consume electricity;

- 2.1.8 **restriction of the supply of electricity** – interruption of network services and electricity supply in one connection point or more connection points so as to guarantee balance of power system capacities and operating reliability of the power system as a whole;
- 2.1.9 **capacity utilization rate** – average active power of a network connection hour at connection point (measurement unit kW (kilowatt));
- 2.1.10 **medium voltage** – nominal voltages 6 kV, 10 kV, 15 kV, 20 kV, or 35 kV;
- 2.1.11 **operation** – activity related to keeping electrical installations in operation, including use, inspection, and maintenance;
- 2.1.12 **connection point** - a specific, defined point where a network connection user's or Buyer's electrical installation and the Network Operator's network connect;
- 2.1.13 **supplementary services** – services directly related to the provision of network services;
- 2.1.14 **low voltage** - nominal voltages 1 x 220 V, 1 x 230 V, 3 x 220 V, 3 x 220/380 V, or 3 x 230/400 V;
- 2.1.15 **metering point** - a location where the network service and electricity are measured;
- 2.1.16 **metering devices** – devices used at the metering point to measure the network service and electricity;
- 2.1.17 **metering system** – collection of metering devices and supplementary devices for determining the amount of electricity and capacity and the direction thereof, including program clock;
- 2.1.18 **nominal voltage** – voltage used to determine or characterize an electrical installation or a part thereof;
- 2.1.19 **buyer** – a person that purchases network services in adherence to the Contract;
- 2.1.20 **scheduled power interruption** – power interruption that takes place as initiated by the Network Operator, incl. during repairs and construction;
- 2.1.21 **prognosticated invoice** – an invoice submitted by the Network Operator in which consumed amounts are calculated based on prognosticated consumption;
- 2.1.22 **program clock** – a control device that aligns metering systems so that they will read electricity amounts forwarded during application of daytime rate and nighttime rate separately. The program clock is aligned to local time;
- 2.1.23 **malfunction** – a status that differs from the expected status of the power system or a defect that may cause disturbances in the power system or electrical installations connected thereto;
- 2.1.24 **prognosticated consumption** – a calculation prepared by the Network Operator on the amounts of provided network services, calculated based on the Buyer's earlier or expected consumption;
- 2.1.25 **place of consumption** – a place where the Buyer consumes or can consume network services;
- 2.1.26 **network operator** - an electricity undertaking that provides network services via a distribution network;
- 2.1.27 **network services** - services provided to the Buyer by the Network Operator, including enabling of use of the network connection at the connection point in the agreed extent, transmission of electricity to the connection point, and determination of amounts of electricity supplied to and from the network;
- 2.1.28 **network connection** - an electrical connection between the Network Operator's network and the Buyer's electrical installation;
- 2.1.29 **user of network connection** – a person that in adherence to the Contract uses the network connection or arranges for use thereof;
- 2.1.30 **capacity of the network connection** – the maximum capacity utilization rate or nominal current of the protective device permitted by the Network Operator to the user of network connection or the Buyer;

2.1.31 **network** - an electrical installation or a part thereof designed to convey electricity to the connection point.

3 Price list

- 3.1 The Network Operator's price lists, valid at whichever time, are integral parts of the Contract, including all of the existing and future Annexes, amendments, and supplements to and integral parts of the Contract, regardless of whether or not the price list is directly annexed to the Contract.
- 3.2 The Network Operator has the right to unilaterally amend the price list pursuant to the procedure and subject to the terms and conditions prescribed by law. Amended price lists become parts of the Contract as from taking effect thereof.

4 Provision of network services

- 4.1 The Network Operator ensures the possibility to use the network service at the connection point and transmission of electricity to the connection point.
- 4.2 The location of the connection point, the capacity of the network connection, and other significant factors that determine relevant capacity are agreed between the Parties.
- 4.3 The Buyer may use the network connection within the extent of the agreed capacity.
- 4.4 The capacity of the network connection is determined by the nominal current or nominal capacity of the device that limits relevant maximum load, unless otherwise agreed by the Parties.
- 4.5 Values of devices that determine the capacity of the network connection may be changed only upon written agreement with the Network Operator. The Buyer may not exceed the agreed capacity of the network connection.
- 4.6 The Network Operator installs at its own expense metering devices to determine the volume of use of the network connection and of transmission of electricity.
- 4.7 The Network Operator installs at metering points built in adherence to the Network Operator's requirements metering devices to determine the amounts of network services and electricity and ensures that metering devices that are the basis of relevant calculations are in running order and adhere to legislation and technical norms valid in the Republic of Estonia.
- 4.8 The Network Operator arranges for collection and processing of metering devices required to provide network services and sell electricity. The Buyer undertakes to submit to the Network Operator on a monthly basis the metering system readings, unless a remote reading metering system has been installed at the place of consumption or the Parties have agreed differently.
- 4.9 The Buyer immediately notifies the Network Operator of any damage, loss, absence, or destruction of sealed protective devices, metering systems, verification marks on the metering devices, and seals of unmetered electric circuits as well as of a malfunction of a metering system or interference with or distortion of the readings of a metering system.
- 4.10 The Buyer ensures to the Network Operator for the purpose of performance of the latter's contractual obligations access to all of the Network Operator's protective devices, metering systems, and unmetered electric circuits and permits the changing of the location of metering devices if required. The Network Operator may replace metering devices and change their location without the Buyer's presence, informing the Buyer thereof beforehand.
- 4.11 Written documents, prepared by the Network Operator, that include readings of the metering system and other data related to metering must be adhered to by the Parties and serve as basis for invoicing.
- 4.12 Upon the Buyer's written request, the Network Operator arranges for an extraordinary inspection of the metering system. If it becomes apparent upon verification that a metering device does not adhere to relevant requirements, related costs are borne by the Network Operator. In other cases, relevant costs are borne by the Buyer.

- 4.13 If an error of a metering device is more extensive than permitted, the Parties have the right to demand recalculation of the amounts of the network service and electricity within the extent of up to one year.

5 Quality requirements for network services

- 5.1 The Network Operator provides network services and related additional services in adherence to the Republic of Estonia Minister of Economic Affairs and Communications regulation "Quality requirements for network services and conditions for the reduction of network charges in the event that those quality requirements are violated" (hereinafter quality requirements).
- 5.2 The Network Operator ensures that voltage at the connection point corresponds to the voltage standard approved in the Republic of Estonia. Upon establishment of these Standard Terms, the standard EVS-EN 50160:2000 "Voltage characteristics of electricity supplied by public distribution systems" applies.
- 5.3 The Network Operator is responsible for voltage quality at the connection point.
- 5.4 Assurance of adherence to requirements of servicing and security of supply of network services is based on the April 6, 2005 regulation No. 42 of the Republic of Estonia Ministry of Economic Affairs and Communications (with amendments effected on June 22, 2006).
- 5.5 The Network Operator ensures that the duration of a one-off power interruption and the total duration of power interruptions in one year will not exceed the time provided for in the Contract or legislation.
- 5.6 Requirements provided for in item 5.5 do not apply in the case of force majeure provided for in item 18.4.
- 5.7 Calculation of the duration of a power interruption commences upon the Network Operator discovering the start of the power interruption or the Buyer informing the Network Operator of said start.
- 5.8 The Network Operator is not responsible for a power interruption beyond the connection point in the Buyer's electrical installation.

6 Requirements to electrical installations

- 6.1 The Parties ensure that electrical installations in their ownership or possession adhere to legislation, standards, and rules.
- 6.2 The Buyer ensures integrity of sealed protective devices, metering systems, and seals of unmetered electric circuits in adherence to valid legislation and contracts/agreements concluded between the Parties.
- 6.3 The Network Operator ensures the working order of the Network Operator's metering systems.
- 6.4 The Buyer may not use electrical devices that interfere with the use of other electrical devices or the use of which is prohibited based on norms enacted in the Republic of Estonia.

7 Operation of electrical installations

- 7.1 The Parties ensure the operation and reconstruction of electrical installations in their ownership or possession in an extent that guarantees their adherence to relevant legislation, rules and requirements, enabling the Parties to perform the Contract duly, unless otherwise agreed by the Parties.
- 7.2 The Parties keep and use electrical installations in their ownership or possession so that they would not cause disturbances of the power systems or would worsen distribution of electricity. Furthermore, the Parties use electrical devices so that electrical installations of other persons that

have joined the network would not be subjected to side effects or disturbances that do not adhere to legislation or rules.

- 7.3 The Buyer submits to the Network Operator in writing information requested by the Network Operator on the parameters and use of lines, transformers, generators, and compensating devices.
- 7.4 The Buyer ensures that during daytime hours (8 AM – 8 PM) the Network Operator can without hindrance inspect the Buyer's electrical installation that may affect the functioning of the distribution network if the Network Operator has given the Buyer prior notice of the wish to carry out said inspection.
- 7.5 Persons with sufficient qualifications, authorized by the Buyer and included in a list submitted to the Network Operator beforehand, have the right to inspect during daytime hours the Buyer's electrical installations at the Network Operator's substation, notifying the Network Operator thereof a reasonable time in advance in writing.

8 Relay control and automation

- 8.1 The Parties keep in working order the network relay control and automation devices and event recorders.
- 8.2 The Network Operator provides technical information on the compatibility of the protective devices of the electrical installation to be connected to the distribution network and the network's electrical installation; the Network Operator also gives to the Buyer the values of settings of the protective devices.

9 Power interruptions and switching operations

- 9.1 One Party may independently switch on and off an electrical installation managed by the other Party only in cases provided for by the Contract as well as if there is direct danger to life, health, or property, informing the other Party thereof immediately.
- 9.2 The Network Operator's power keys switched off by the emergency stop device may, in the case of absence of special instructions, be switched on based on the Network Operator's order.
- 9.3 The Parties coordinate network connection interruptions as follows:
 - 9.3.1 A Party sends in writing to the other Party for approval the time and duration of a planned power interruption related to electrical installations if one Party needs to interrupt the network connection for a reasonable preplanned reason and this affects the other Party's activity.
 - 9.3.2 The other Party must within no later than 15 days as from receipt of the notice noted in item approve the time and duration of the power interruption or, if the other Party will not approve said time and duration, submit within the same term reasoned objections to the time and/or duration of the power interruption related to electrical installations.
 - 9.3.3 If a Party fails to submit its approval in adherence to the procedure provided in item 9.3.2 or if its objections cannot be resolved by changing the time and duration of the power interruption related to electrical installations in adherence to the procedure provided for in item 9.3.2, the Party that received the notice has the right to perform relevant power interruption related to electrical installations at a time chosen by the latter Party.
 - 9.3.4 If a Party for the second time fails to approve the time and duration of the power interruption related to the same electrical installations or if its objections cannot be resolved by changing the time and duration of the power interruption related to electrical installations in adherence to the procedure provided for in item 9.3.2, the Party that received the notice has the right to perform relevant power interruption related to electrical installations at a time chosen by the latter Party.

- 9.4 The Network Operator has the right in extraordinary circumstances to limit electricity consumption by the Buyer in adherence to the limitation schedule enacted in adherence to the procedure provided for in legislation.
- 9.5 The Network Operator has the right to interrupt power or allow power to be interrupted:
 - 9.5.1 if this is unavoidable to ensure the protection of life, health, or property, to guarantee operating reliability of the power system, to prevent and remove an accident or malfunction or to prevent damage;
 - 9.5.2 if the Buyer is using electrical installations that lower, as compared to valid requirements, the quality of electricity or security of electricity supply in the distribution network;
 - 9.5.3 if use of network services or electricity has been opened without permission;
 - 9.5.4 if the Network Operator's access for the purpose of inspecting or replacing metering systems located on a plot or in a building in the ownership or possession of the Buyer or of performing work required to operate relevant electrical installation located on above plot or in above building is hindered;
 - 9.5.5 if the Network Operator has received relevant request from the Buyer;
- 9.6 If power was interrupted in cases provided for in items 9.5.1–9.5.3, 17.2, or 18.4, the Network Operator has to neither seek the Buyer's approval to the electricity interruption nor inform the Buyer thereof beforehand.
- 9.7 If electricity was interrupted due to the Buyer's fault, the Network Operator restores network connection after the Buyer has compensated any costs related to restoration of network connection.

10 Determination of amounts of network services and electricity

- 10.1 The amounts of network services and electricity are measured or determined pursuant to the procedure provided for by the Contract or legislation.
- 10.2 The Buyer undertakes to submit to the Network Operator on a monthly basis the metering system readings if a remote reading metering system has not been installed at the metering point or if the Parties have not agreed otherwise.
- 10.3 If the metering system malfunctions or if the metering system or its seals are damaged, lost, missing, or destroyed as not caused by the Buyer's actions or failure to act, also in other cases if the amount of network services and electricity determined on the basis of metering system readings does not, for reasons unrelated to the Buyer's activity or failure to act, correspond to the amount of actually rendered network service or electricity consumed, the Parties apply the calculation principle to determination of the amount of network services and electricity. Taken into consideration are metering results of analogous preceding days, metering results of the Buyer's control metering systems, extraordinary changes in consumption etc.
- 10.4 If the Buyer wishes for capacity metering results to be monitored in real time and if this is technically possible, the Parties agree to such monitoring. In such a case, the Buyer pays the costs of implementing relevant metering, communication, and information systems and reasonable costs of periodical activities.
- 10.5 If the metering system malfunction, its reading is affected or distorted or if the metering system or its seals are damaged, lost, or destroyed as caused by the Buyer's actions or failure to act, the amount of used electricity and rendered network services is determined in adherence to legislation.
- 10.6 Written documents prepared by the Network Operator as including metering system readings and other data related to metering are mandatory for the Parties to adhere to and constitute the basis for invoicing.

11 Calculation of charges for network services when buyer's connection point at place of consumption operates on 0.4 kv voltage

- 11.1 The Buyer pays the Network Operator a transmission charge for network services for transmission of electricity to the place of consumption based on relevant price list.
- 11.2 If the Buyer buys electricity at base rate, it pays the transmission charge at base rate.
- 11.3 If the Buyer buys electricity at timed rate, it pays the transmission charge at timed rate.

12 Ordering of network services and calculation of charges when buyer's connection point at place of consumption operates on medium voltage

- 12.1 The Buyer pays the Network Operator for network services based on relevant price list.
- 12.2 If the place of consumption has a number of connection points, the Buyer pays a transmission charge for transmission of electricity separately for each connection point.
- 12.3 If the Buyer buys electricity at base rate, it pays the transmission charge at base rate.
- 12.4 If the Buyer buys electricity at timed rate, it pays the transmission charge at timed rate.
- 12.5 The Network Operator ensures capacity at the connection point within the extent of the network connection's capacity.

13 Purchase of reactive power

- 13.1 The Buyer pays for reactive power consumed at the place of consumption and supplied to the network during the accounting period based on the Network Operator's price list.
- 13.2 The Network Operator installs the metering system required to meter reactive power.

14 Invoicing for provided network services

- 14.1 The Network Operator submits to the Buyer a calculation of the amount and cost of rendered network services generally once a month.
- 14.2 If invoices are submitted based on readings taken by the Buyer, the Buyer informs the Network Operator of the readings taken on the first date of each month within 2 days, unless otherwise agreed.
- 14.3 The Network Operator issues an invoice to the Buyer within 6 days after receiving the meter readings.
- 14.4 If invoices are submitted based on readings taken by the Network Operator, the Network Operator takes the readings once a month and issues an invoice to the Buyer within 6 days.
- 14.5 If the Buyer fails to submit relevant metering system readings by the deadline prescribed by the Contract, the Network Operator has the right to submit a prognosticated invoice based on the average amount of electricity of the past year or to take relevant meter readings itself.
- 14.6 In the case of free access, the Network Operator has the right to take at any time control readings of the measuring systems and bring network services calculation into conformity with actual use, including to submit an additional invoice. In the case of lack of free access, the Buyer enables metering system readings to be verified within two working days as from relevant official inquiry.
- 14.7 The Network Operator takes a control reading from each metering point at least once a year.
- 14.8 Invoices are issued to the Buyer as agreed in the Contract as either hard copies or soft copies.
- 14.9 If the Buyer has not received an invoice from the Network Operator in adherence to the terms and conditions and by the due date provided for in the Contract, considering the time it reasonably takes to send an invoice, the Buyer must immediately inform the Network Operator thereof.
- 14.10 If the Network Operator has not received a notice from the Buyer by the 15th date of the current month stating that the Buyer has not received an invoice for the previous month, the Buyer is

deemed to have received the invoice on time and not have any complaints as to the data presented on the invoice.

15 Payment of charges

- 15.1 The Buyer pays the Network Operator for provision of network services and any other contractual charges by the due dates of payment noted on relevant invoices, noting the invoice number and date.
- 15.2 A charge is deemed to be paid on the day at which it is received on the Network Operator's bank account.
- 15.3 If the Buyer fails to pay an invoice by the noted due date of payment, the Network Operator has the right to demand from the Buyer a late charge until full receipt of all relevant charges. The percentage of such late charges is determined in the contract of purchase and sale of network services. Late charges are calculated starting from the third day following the due date of payment and such calculation stops on the day of receipt of relevant charges. If the Buyer must pay late charges in addition to the principal obligation, the Seller has the right to first delete from the debt the late charge and thereafter relevant monetary principal obligation. Charges to be collected earlier are deleted before charges to be collected later.
- 15.4 If the Buyer does not agree to an invoice submitted by the Network Operator or only partially agrees thereto, the Buyer informs the Network Operator thereof in writing immediately after receiving the invoice, providing the reasons for relevant disagreement. In the case of partial agreement, the Buyer pays the accepted part in adherence to the Contract. The Network Operator verifies the Buyer's statement and notifies the Buyer of the results of such verification within 10 days after receipt of relevant notice. Based on the results of such verification, the Network Operator may prescribe a later due date of payment. If the Buyer's statement is not reasoned, the Buyer pays relevant charges and late charges.
- 15.5 If the Buyer incurs a prepayment, it is left to cover the next payment. Upon the Buyer's written request, the Network Operator refunds any overpaid amounts within 2 working days.
- 15.6 Upon the Network Operator's request, the Buyer makes a prepayment:
 - 15.6.1 if within the last 12 months, the Buyer has been in delay of payment for more than 10 days and more than three times;
 - 15.6.2 if the Buyer has used network services and electricity without authorization;
 - 15.6.3 if with regard to the Buyer a bankruptcy warning or a bankruptcy petition is filed or bankruptcy and liquidation proceedings are instituted, also if it is apparent based on other facts and circumstances that it might be impossible for the Buyer in the near future to perform their contractual obligations;
 - 15.6.4 if in the Buyer's place of consumption the network connection has been interrupted as a result of violation of the Contract by the Buyer;
 - 15.6.5 in other cases provided for in the Contract.
- 15.7 The Network Operator has the right to request prepayment before the following period of provision of network services.
- 15.8 Any amount of prepayment may not exceed two months' charges, prescribed based on consumption during the past 12 months.

16 Other obligations of parties

- 16.1 The Network Operator undertakes:
 - 16.1.1 if the Buyer so requests, to provide information on the causes of such accidents which may have affected the Buyer's electrical installations;
 - 16.1.2 to immediately inform the Buyer of an accident in the distribution network if this reduces the Buyer's security of electricity supply;

- 16.1.3 to explain to the Buyer, if the Buyer expresses a wish therefor, the content of the Contract (incl. relevant rules) and the rights and obligations of the Parties arising from such content;
 - 16.1.4 to immediately inform the Buyer in writing:
 - 16.1.4.1 if a relevantly competent person or body has resolved to dissolve, incl. by way of compulsory dissolution, the Network Operator;
 - 16.1.4.2 if against the Network Operator a statement of claim has been filed in an amount that exceed 20% of the Network Operator's equity capital;
 - 16.1.4.3 if with regard to the Network Operator, a petition has been filed to declare bankruptcy or bankruptcy warning has been issued;
 - 16.1.4.4 if the Network Operator merges, is divided or transformed;
 - 16.1.4.5 of all facts and circumstances that worsen or may worsen the Network Operator's ability to duly perform their contractual obligations;
 - 16.1.5 during validity of the Contract as well as after expiry of the Contract, to keep secret any such information learned in relation to concluding or performing the Contract as concerning the Buyer, the disclosure of which may damage the Buyer's interests or towards the keeping secret of which the Buyer presumably has or may have an interest;
 - 16.1.6 to perform all other obligations arising from the Contract, legislation, rules, and the Buyer's corresponding rights.
- 16.2 The Buyer undertakes:
- 16.2.1 if the Network Operator so requests, to submit to the Network Operator information required to plan the distribution network's operating modes;
 - 16.2.2 to adhere to the relay control and automation requirements prescribed by the Network Operator;
 - 16.2.3 to plan the operating modes of the Buyer's electrical installations so that said modes upon provision of network services would not cause to other market participants' electrical installations connected to the Network Operator's network deviations greater than those prescribed by relevant standards;
 - 16.2.4 to ensure that the Network Operator can inspect the Network Operator's electrical installations, including metering systems, at the Buyer's place of consumption;
 - 16.2.5 to enable, in the case of reasoned need, the Network Operator to change the location of the metering point;
 - 16.2.6 upon the Network Operator's request, to file, for the purpose of preparing a schedule of restrictions, a list of such network connections which the Network Operator has the right to switch off in the case of an accident without seeking prior approval;
 - 16.2.7 to adhere to the power system restrictions schedule;
 - 16.2.8 to adhere without deviation to all of the Network Operator's orders related to management of the operation of the power system if adherence to said orders does not endanger human lives and imperishability of devices and to be guided by the procedure for management of the power system agreed in the Contract;
 - 16.2.9 to adhere to instructions, agreed in the Contract, concerning clarification and removal of power system accidents;
 - 16.2.10 to keep operational relay control and automation devices for accident prevention agreed in the Contract;
 - 16.2.11 if required to previously seek the Network Operator's approval to the electrical installation repair schedules;
 - 16.2.12 to immediately inform the Network Operator in writing:
 - 16.2.12.1 if a relevantly competent person or body has resolved to dissolve, incl. by way of compulsory dissolution, the Buyer that is a body corporate;
 - 16.2.12.2 if against the Buyer a statement of claim has been filed in an amount that exceed 20% of the Buyer's equity capital;

- 16.2.12.3 if with regard to the Buyer, a petition has been filed to declare bankruptcy or bankruptcy warning has been issued;
 - 16.2.12.4 if the Buyer that is a body corporate merges, is divided or transformed;
 - 16.2.12.5 of all facts and circumstances that worsen or may worsen the Buyer's ability to duly perform their contractual obligations.
- 16.2.13 to perform all other obligations arising from the Contract, legislation, rules, and the Network Operator's corresponding rights.

17 Interruption of network connection

- 17.1 The Network Operator has the right, after notifying the Buyer, to interrupt the network connection of all of the Buyer's places of consumption or to restrict the use of the network connection pursuant to the procedure prescribed by legislation if the Buyer has failed to pay the charge prescribed by the Contract or has in another way significantly violated the Contract.
- 17.2 The following are deemed to constitute significant violations of the Contract:
 - 17.2.1 the Buyer uses electrical devices that do not adhere to relevant requirements, are dangerous, or interfere with the operation of the network, or endanger the security of electricity supply;
 - 17.2.2 the Buyer uses network services and electricity without authorization.
- 17.3 If the Buyer fails to pay to the Network Operator a contractual monetary amount, the Network Operator may request that the Buyer compensate any costs related to actions taken to interrupt the network connection.
- 17.4 The Buyer may not restore a network connection interrupted by the Network Operator. If the Buyer restores a network connection interrupted by the Network Operator, the Network Operator may request that the Buyer compensate any costs undertaken to once again interrupt the network connection.

18 Liability for violation of obligations

- 18.1 The Parties are liable for undue performance of or failure to perform obligations provided for in the Contract.
- 18.2 The Parties are liable for the activity of persons that they use to perform their obligations.
- 18.3 The Parties are not liable for their failure to perform and/or undue performance of their obligations arising from the Contract or legislation (violation of obligations) if the violation is excusable. Violation of obligations is presumed not to be excusable.
- 18.4 A violation of obligations is excusable if the Party violated the obligation as a result of force majeure. Force majeure is a circumstance which the Party could not affect and, proceeding from the principle of reasonableness, it could not have been expected from the Party that the Party would consider or prevent this circumstance or would overcome the hindering circumstance or a consequence thereof upon concluding the Contract; force majeure includes:
 - 18.4.1 natural disasters;
 - 18.4.2 thunder, wind, and ice that exceed design norms that were valid upon construction of the electrical installations;
 - 18.4.3 fire;
 - 18.4.4 strike;
 - 18.4.5 act of diversion;
 - 18.4.6 declaring of an emergency situation.
- 18.5 If the effect of force majeure is temporary, violation of an obligation is excusable only throughout the time period during which force majeure hindered performance of the obligation.

19 Compensation for damage

- 19.1 A Party compensates to the other Party any direct material damage caused by failure to perform or undue performance of contractual obligations.
- 19.2 Within a reasonable period of time of learning of the incurrence of damage, the Party must notify the other Party in writing of the presumed extent of damage and the grounds for compensation of damage.
- 19.3 A Party has the right to request from the other Party submission of evidence, other documents, and information required to certify the existence and amount of damage.
- 19.4 A Party must review the other Party's claim for damages and compensate the damage noted in the claim within 30 days as from receipt of the claim and documents listed in items 19.2–19.3 or, if the claim is not recognized, submit in writing within the same term their reasoned objections.

20 Notification

- 20.1 All notices, consents, approvals, and other declarations of intent related to performance of or proceeding from the Contract as well as other information is deemed to be submitted officially and in adherence to the Contract if the declaration of intent has been handed over to the other Party against signature or sent, using contact addresses or numbers noted in the Contract or notified to the other Party in writing, by letter, fax, e-mail, or telephone if it is recorded.
- 20.2 A notice is deemed to be received if one of the below conditions has been met:
 - 20.2.1 the notice has been handed over against signature;
 - 20.2.2 the notice has been sent via a post office by registered mail;
 - 20.2.3 five calendar days have expired as from posting of the notice;
 - 20.2.4 the sending of the fax or e-mail is technologically registered;
 - 20.2.5 relevant phone call has been recorded with the Buyer's consent.
- 20.3 The Buyer immediately informs the Network Operator of all facts and circumstances that hinder performance of the Contract.
- 20.4 The Buyer notifies the Network Operator of a power interruption on webpage <https://www.ts.ee/en/electricity/> contact numbers:
- 20.5 The Network Operator notifies the Buyer of any scheduled power interruptions by the due date prescribed by legislation.
- 20.6 The Parties undertake to notify each other of changes to their contact information provided for in the Contract within 14 days as from taking place of said changes. Harmonized with the Standard Terms of electricity sales.

21 Amendment of contract

- 21.1 The Contract can be amended upon agreement of the Parties or on other grounds prescribed by the Contract or legislation.
- 21.2 The Network Operator has the right to unilaterally amend the price lists and Standard Terms, adhering to the procedure prescribed by legislation. Upon the Buyers relevant request, the Network Operator provides clarifications on such amendments.

22 Expiry of contract

- 22.1 The Contract expires:
 - 22.1.1 in the case of a fixed-term Contract, upon expiry of the term if a Party notifies the other Party in writing of expiry of the Contract at least 1 month before the expiry of the Contract's term of validity;
 - 22.1.2 upon written agreement of the Parties;

- 22.1.3 upon cancellation of the Contract for reasons noted in the Contract and legislation based on a written notice of a Party;
 - 22.1.4 upon dissolution of a Buyer that is a body corporate;
 - 22.1.5 if the Buyer dies;
 - 22.1.6 if the place of consumption is destroyed.
- 22.2 If a network contract and an electricity contract have been separately concluded between the Parties, the electricity contract expires upon expiry of the network contract.
 - 22.3 The Buyer has the right to cancel the Contract at any time, except in the case provided for in item 22.4, notifying the Network Operator thereof in writing at least 30 days in advance.
 - 22.4 The Buyer may not cancel the Contract and may not request interruption of the network connection if regarding the Buyer's network connection there is a valid electricity contract concluded with a third person and this person has not concluded a network contract with the Network Operator.
 - 22.5 The Network Operator has the right to cancel the Contract and disconnect the place of consumption from the network in adherence to the procedure prescribed by law.
 - 22.6 Upon expiry of the Contract, the Buyer notifies the Network Operator of the final readings of the metering systems, enables the Network Operator to inspect the metering systems in the place of consumption and disconnect such systems from the network of the place of consumption; furthermore, the Buyer pays all contractual charges by the due date noted on relevant invoice.
 - 22.7 If the Contract expires for whichever reason, including invalidity of the Contract, the provisions of the Contract that by their nature provide for rights of the Parties after expiry of the Contract will be applied also after expiry of the Contract.
 - 22.8 If the Buyer cancels the Contract, the Network Operator will not preserve the possibility of using the network connection in relevant connection point.

23 Resolution of disputes

- 23.1 The Parties resolve any differences of opinion and disputes arising from performance, amendment, or termination of the Contract foremost by way of negotiations.
- 23.2 On a Party's such activity or failure to act which is contrary to the Republic of Estonia Electricity Market Act or legislation enacted based thereon, the other Party may file a written complaint to the Republic of Estonia Competition Authority.
- 23.3 If disputes arising from the Contract cannot be resolved by negotiations between the Parties, such disputes are resolved in a court of law provided for in the Contract; if a provision to this effect is lacking, in the court of law of the defendant's location.