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AS Tallinna Sadam

## STANDARD CONDITIONS OF ELECTRICITY SALES CONTRACT

### 1 General provisions

- 1.1 These AS Tallinna Sadam (former TS Energia OÜ, hereinafter Seller or Party) Electricity Contract Standard Terms and Conditions (hereinafter Standard Terms) regulate the sales of all required electric power by the Seller to a non-household consumer (hereinafter Consumer or Party).
- 1.2 A prerequisite of concluding and performing relevant electricity contract (hereinafter Electricity Contract) is the Consumer's right to use network services at the connection point and metering point based on a valid network agreement concluded with relevant network operator.
- 1.3 The Standard Terms do not regulate provision of network services to the Consumer. The Consumer must conclude a separate network agreement with the network operator. If the Consumer's metering point is located in the service area of the distribution network operator assigned to the Seller, the network operator to provide network services to the Consumer is AS Tallinna Sadam. If the Consumer's metering point is located outside of the service area of AS Tallinna Sadam's distribution network, the distribution network operator to provide network services to the Consumer is the distribution network operator in whose service area the metering point is located.
- 1.4 By concluding this Electricity Contract, the Consumer confirms having reviewed and understood these Standard Terms. Should the Consumer so desire, the Seller provides clarifications as to the Standard Terms and relevant electricity price list.

### 2 Definitions

- 2.1 In the Electricity Contract, Standard Terms, and electricity price list, definitions are used in the meaning provided in the Republic of Estonia Electricity Market Act and legislation enacted based thereon, unless otherwise resulting from the Standard Terms.
- 2.2 The following definitions are used in the meaning provided below:
  - 2.2.1 **open supply** - the sale to the Consumer of the total amount of electricity needed by the Consumer;
  - 2.2.2 **open supplier** – a person that at the metering point sells to the Consumer the total amount of electricity needed by the Consumer and bears the balance responsibility provided for in legislation as pertaining to the metering point;
  - 2.2.3 **interruption in the open supply chain** – a situation in which no person is selling electric power to the Consumer;
  - 2.2.4 **changing of open supplier** – a process that takes place pursuant to relevant procedure provided by legislation, resulting in the change of the open supplier that sells electricity to the Consumer at the metering point;
  - 2.2.5 **prognosticated amount of consumption** – the amount of electricity that the Consumer is likely to consume or likely consumed at the metering point. The prognosticated amount of consumption is determined based on either the amount of consumption for the preceding relevant period at the same metering point or, if this is not possible, on the amount of consumption for the relevant period at a similar metering point;
  - 2.2.6 **EIC code** – a unique identifier of a market participant or metering point, based on which data exchange related to the market participant or metering point is undertaken, incl. data exchange required to change an open supplier;
  - 2.2.7 **base rate of electricity** – the price of electric power (measurement unit cents/kWh);

- 2.2.8 **daytime rate of electricity** – the price of electric power from Monday to Friday 7 AM – 11 PM local time and 8 AM – 12 midnight daylight saving time (measurement unit cents/kWh);
- 2.2.9 **nighttime rate of electricity** – the price of electric power from Monday to 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);
- 2.2.10 **power interruption** – partial or full interruption of electricity supply or limiting of the capacity of the network connection in the network operator’s network, at the Consumer’s connection point and/or metering point and/or in the Consumer’s electrical installation which may also bring about interruption of the network connection;
- 2.2.11 **price package** – the package of the electricity price and other sales terms and conditions described in the Seller’s electricity price list, subject to which the Consumer can purchase electricity from the Seller and which, as a rule, is agreed between the Parties in the Electricity Contract;
- 2.2.12 **metering point** – a location identified based on relevant EIC code and agreed in the Electricity Contract where the amounts of electricity sold to the Consumer are metered or determined;
- 2.2.13 **network operator** – an electricity undertaking, based on a network contract concluded with whom the Consumer may use network services at the connection point and metering point. In cases and pursuant to the procedure provided for in relevant legislation and in the Standard Terms, the network operator provides to the Consumer relevant universal service or open supply in the event of an interruption in an open supply chain;
- 2.2.14 **contract margin** – the Seller’s expenses related to purchases from the power exchange.

### 3 Electricity sales

- 3.1 The Parties agree in the Electricity Contract at which metering point, during which period, and subject to which price package noted in the Seller’s electricity price list the Seller sells to the Consumer the total amount of electricity needed by the Consumer.
- 3.2 During performance of the Electricity Contract, the Seller is the only open supplier for the Consumer at the metering point agreed in the Electricity Contract.
- 3.3 The amounts of electricity sold at the metering point are metered and/or determined on the basis of relevant legislation, network contract, and standard terms of the network contract (hereinafter network contract and standard terms of the network contract jointly designated as “network contract”) by the network operator in whose service area the Consumer’s metering point is located.
- 3.4 If the Seller for whichever reason does not receive from the network operator or the Data Warehouse the previous month’s consumption data on the Consumer’s metering point by the 7th date of the current month at the latest, the Seller submits to the Consumer a prognosticated invoice for the prognosticated amount of consumption of the previous month; if relevant consumption data is received from the Data Warehouse or the network operator, the Seller adjusts said invoiced amount in the following month’s invoice.

### 4 Electricity price, registration of amounts, and invoicing

- 4.1 Invoices for the Consumer are prepared based on relevant price package and the amount of electricity consumed at the Consumer’s metering point and metered and/or determined by the network operator, including, in cases provided for the network contract, electricity losses determined on estimated bases and/or prognosticated amounts of electricity.

- 4.2 If, after submitting an invoice, the network operator adjusts the amount of electricity metered and/or determined at the Consumer's metering point which was the basis of preparation of the invoice, the Parties have the right to adjust accordingly the amount and cost of electricity sold to the Consumer, yet not going back more than 3 (three) years as from taking place of the adjustment undertaken by the network operator.
- 4.3 The Seller has the right to change the margin of a contract concluded without a term, giving the Buyer at least 30 (thirty) days advance notice thereof.
- 4.4 The settlement period is 1 (one) calendar month, unless the Parties have agreed otherwise in the Electricity Contract.
- 4.5 The Seller has the right to postpone submission of the invoice to the Consumer for as long as the invoiced amount is smaller than the minimum invoice amount noted on the Seller's web page.
- 4.6 An invoice is issued to the Consumer either as a hard copy or a soft copy.
- 4.7 If the Buyer has not received from the Seller an invoice under the terms and conditions and by the due date provided for in relevant Contract, considering the time it reasonably takes to send the invoice, the Buyer must immediately inform the Seller thereof.
- 4.8 If by the 20th date of the current month the Seller has not received from the Buyer a notice informing the Seller that the Buyer has not received the invoice for the preceding settlement period, the Parties have agreed that it is deemed that the Buyer has received the invoice on due time and has no complaints as to the data presented on relevant invoice.
- 4.9 An invoice must be paid at the latest by the due date of payment noted on the invoice. Relevant charge is deemed to be paid on the day on which it is received by the Seller.
- 4.10 From the received amount first accessory obligations (incl. default interests, interests, contractual penalties) are deemed to be paid and thereafter the principal obligation. A principal obligation that fell due earlier is deleted before a principal obligation that fell due later.
- 4.11 If the Consumer fails to pay an invoice by the due date of payment, the Seller has the right to request from the Consumer, until full receipt of all charges noted on the invoice, default interest of 0.15 % a day on the unpaid amount. Default interest is calculated as from the third day following the due date of payment and said calculation is terminated on the day the charges noted on the invoice are fully paid.
- 4.12 The Seller has the right to request from the Consumer a down payment, without the obligation to pay interests, the amount of which may not exceed the fee for 2 (two) settlement periods, determined based on electricity consumption during the past 12 (twelve) months if:
  - 4.12.1 during the past 12 (twelve) months, the Consumer has failed at least twice fully or partially to pay on its due date of payment an invoice submitted based on the Electricity Contract; or
  - 4.12.2 the Seller has reasonable doubt as to the Consumer's solvency.

## **5 Liability for violation of obligations**

- 5.1 The Parties are liable for undue performance of or failure to perform obligations provided for in relevant contract (violation of obligations), including for actions by persons the Parties use in performing or completing their obligations or whom the Parties allow to engage in above.
- 5.2 The Parties are not liable for violation of their obligations arising from relevant contract or legislation if a Party violated an obligation due to force majeure. Force majeure is a fact or circumstance which the Party could not influence and, proceeding from the principle of reasonableness, it could not have been expected from the Party upon conclusion of the contract to consider this fact or circumstance or to prevent it or to overcome the hindering fact or circumstance or the outcome thereof.
- 5.3 A Party compensates to the other Party any direct damage caused to the other Party by violation of their contractual obligations. Any loss of profit is not subject to compensation.

- 5.4 The Buyer bears full liability for damage caused to the Buyer and/or third persons by failure to perform the obligations provided for in items 9.3 and 9.4.
- 5.5 If the Buyer fails to perform an obligation, the Seller has the right to assign the claim and/or to hand the claim over for collection to third persons. The buyer undertakes to compensate to the Seller and/or third person any expenses incurred in relation to collection of the claim.

## **6 Validity of electricity contract and standard terms**

- 6.1 The Electricity Contract takes effect by conclusion of the Electricity Contract or at a time agreed in the Electricity Contract. The Electricity Contract may be concluded either for a specified term or for an unspecified term – this is agreed in the Electricity Contract or proceeds from the terms and conditions of the price package selected by the Consumer.
- 6.2 If conclusion of the Electricity Contract brings about for the Consumer a change of the open supplier, the Seller commences electricity sales to the Consumer based on the Electricity Contract at midnight upon changing of the month during which change of the open supplier provided for in relevant legislation took place.
- 6.3 Valid Standard Terms and valid electricity price list, published on the Seller's home page, apply to all Electricity Contracts in force and to be concluded, regardless of whether or not the Standard Terms are annexed to relevant Electricity Contract.

## **7 Amendment of contract**

- 7.1 A contract can be amended upon agreement of the Parties in writing or in a format enabling written reproduction or on other grounds provided for in the contract or by law.
- 7.2 The Seller has the right to unilaterally amend the Standard Terms or to enact new Standard Terms if this is called for by amendments to legislation in force or to usages, substantial developments of relevant field or goods, so as to establish supplementary and better opportunities for buyers to use relevant goods or services, or due to the need to specify the facts and circumstances or commercial risk related to sales of goods or provision or use of services.
- 7.3 On amendment of the Standard Terms or enacting of new Standard Terms, the Seller published a corresponding notice on their web site. The notice on amendment of the Standard Terms as well as the new full text of the Standard Terms or the new Standards Terms are published on above home page at least 30 (thirty) days prior to taking effect of the amendments to the Standard Terms or new Standard Terms.
- 7.4 If the Buyer does not consent to the amendments to the Standard Terms or new Standard Terms, the Buyer has the right to cancel relevant Contract, informing the Seller thereof within 30 (thirty) days as from publication of the notice concerning taking effect of relevant amendment or new Standard Terms. Cancellation of the Contract does not exempt the Buyer from the obligation to perform their such contractual obligations which arose before said cancellation; in performing said obligations, the Buyer is subject to the former Standard Terms.
- 7.5 If within 30 (thirty) days as from publication of the notice concerning talking effect of amendment to the Standard Terms or new Standard Terms the Buyer does not cancel the Contract, the Buyer is deemed by default to have expressed their volition to agree to the amended Standard Terms or the new Standard Terms and not to have any complaints against the Seller in this respect. As from the day they take effect, the amended or new Standard Terms become integral parts of the Contract and are binding upon the Parties. The provisions of the Standard Terms or the Standard Terms that were in effect before are deemed to have expired.

## 8 Renewal and expiry of contract

- 8.1 No later than 1 (one) month prior to expiry of the term of the Contract, the Seller has the right to submit to the Buyer a price quote as pertaining to the next supply period with the same length and the same electricity package. The Parties have agreed that if no later than 21 days before expiry of the Contract or the supply period the Buyer does not express their volition to terminate the Contract, the Contract is renewed for the next supply period as subject to the price noted in the price quote.
- 8.2 The Contract expires:**
- 8.2.1 upon expiry of the final deadline if the Buyer does not wish for renewal of the Contract in adherence to item 8.1;
  - 8.2.2 upon written agreement of the Parties;
  - 8.2.3 upon ordinary or extraordinary cancellation of the Contract due to reasons noted in the Standard Terms and/or legislation on the basis of statement by one Party;
  - 8.2.4 upon expiry of a Buyer that is a body corporate;
  - 8.2.5 upon expiry of the network contract.
- 8.3 The Contract expires upon changing of the month or upon expiry of the network contract at another time.
- 8.4 A Buyer that is a body corporate has the right at any time to cancel the Contract by way of ordinary cancellation, giving the Seller thereof at least 30 days of advance notice in the manner provided for in item 9.1. Upon canceling the Contract, the Buyer considers provisions of item 8.3.
- 8.5 If the Buyer does not consent to taking effect of a new marginal, they have the right to cancel the Contract, informing the Seller thereof no less than 21 (twenty one) days before taking effect of the marginal. Upon such cancellation, the Buyer considers provisions of item 8.3.
- 8.6 The Parties have the right to cancel the Contract unilaterally due to significant violation of the Contract by the other Party and only if the violating Party has failed to remove the violation within a reasonable term given therefor by the other Party, giving the other Party thereof at least 30 (thirty) days of advance notice in writing or in a format enabling written reproduction. Significant violations of the Contract, among other things, include the Buyer's debt before the Seller. Upon such cancellation, the Buyer considers provisions of item 8.3.
- 8.7 Upon expiry of the Contract, electricity sales by the Seller to the Buyer also expire. Upon expiry of the Contract in a situation where the Buyer's network connection is not severed and consumption continues, the Buyer no longer consumes electricity sold by the Seller based on the Contract.
- 8.8 To the Buyer that is not subject to the Electricity Contract, open supply is provided by a network operator to whose network the Buyer's electrical installation is connected at a price prescribed in adherence to the Electricity Market Act and subject to the Standard Terms of open supply.
- 8.9 Upon expiry of the Contract for whichever reason, such provisions of the Contract apply after expiry of the Contract which as a result of their nature provide for rights and obligations of the Parties following expiry of the Contract.

## 9 Notices

- 9.1 Notices, consents, approvals, and other declarations of intention are deemed to be submitted and delivered in adherence to the Contract if such declarations of intention are given to the other Party orally, in writing, in a format enabling written reproduction, or electronically, using contact details provided for in the Contract, unless a specific permissible format is agreed in the Contract or the Standard Terms for submission of a specific declaration of intention. A declaration of intention submitted orally is deemed to be given if the Seller has recorded it.
- 9.2 The Seller notified the Buyer of changes to the contact details provided for in the Electricity Contract on the Seller's web site and at least in one national newspaper.

- 9.3 The Buyer immediately notified the Seller of changes to the contact details provided for in the Electricity Contract. The Buyer can change their contact details, submitting a statement at least in a format enabling written reproduction to the Seller's representation or contact address. In said case, relevant contact details are deemed to be changed no later than upon expiry of 5 (five) working days as from receipt by the Seller of relevant statement.
- 9.4 The Buyer immediately informs the Seller of any facts and circumstances which hinder performance of the Contract.

## **10 Dispute resolution**

- 10.1 The Parties resolve any disagreements arising from the Electricity Contract by way of agreement.
- 10.2 On a Party's such actions or failure to act which contradicts the Electricity Market Act or legislation enacted based thereon the other Party may submit a written complaint to the Republic of Estonia Competition Authority.
- 10.3 Any disputes arising from the Electricity Contract which the Parties fail to resolve extrajudicially are resolved in a court of law.