

GENERAL TERMS AND CONDITIONS OF 11 kV ONSHORE ELECTRICITY SERVICE

1 Definitions

Customer - body corporate (ship operator) that has a Contract with the Harbor;

Harbor - aktsiaselts TALLINNA SADAM (public limited company Port of Tallinn), registry code 10137319, owner of onshore electricity network;

Party - Harbor or Customer, jointly referred to as Parties;

Service - onshore electricity service, rendered by the Harbor to the Customer, which enables ships with relevant technical capacity to be connected to the 11kV onshore electricity connection point, located on shore, reducing environmental nuisance (noise and air pollution) during ships' presence in port;

Contract - 11 kV onshore electricity service contract;

Network Agreement - agreement in which are agreed the terms and conditions under which (electricity) network service is rendered to the Customer, incl. determination of connection points;

Terms and conditions - general terms and conditions, price list, and/or other rules, instructions, and technical conditions enacted by the Harbor;

Price list - document in which are prescribed service rates, price packages and service packages, discounts related to said packages, or other pricing related terms and conditions;

General terms and conditions - this document in which are prescribed the terms and conditions of provision of onshore electricity service as well as the rights and obligations applicable between Parties;

Data - Customer's data learned by the Harbor in relation to provision of the onshore electricity service;

Web Site - the Harbor's web site www.ts.ee, <https://www.ts.ee/en/electricity/>;

Invoicing period - time period during which services are rendered as pertaining to which the Harbor invoices the Customer;

Control panel - the radio communication device required to control the cable dispenser.

2 Validity and procedure for amendment of terms and conditions

2.1 The terms and conditions apply to all Customers using the Service. The Parties deem a comprehensive agreement to comprise of the Contract with all of the terms and conditions that regulate use and rendition of relevant Service.

2.2 The terms and conditions can be accessed for review on the Web Site.

2.3 In the case of discrepancy between the terms and conditions and contractual provisions, the following order of priority applies (starting with the highest priority):

2.3.1 Contract;

2.3.2 Terms and conditions.

2.4 The Customer and the Harbor have agreed that the harbor has the right to amend the terms and conditions unilaterally, notifying the Customer at least one (1) month in advance of such amendment to the terms and conditions;

2.5 The Harbor notifies the Customer of an amendment to the terms and conditions by sending the Customer an e-mail (if the Customer does not have an e-mail address, by sending a letter to the Customer's postal address). The Harbor may submit to the Customer in said notice of amendment a summary of relevant amendments to the terms and conditions, in such an event adding a remark to the notice indicating that the Customer can review relevant supplemented notice and amended terms and conditions on the Web Site.

2.6 If the Customer does not agree to the amendment to the terms and conditions, they may cancel the Contract within one (1) month as from receiving the notice of relevant amendments. If within one (1) month as from receiving the notice of relevant amendments, the Customer does not cancel

the Contract related to said amendments, the Customer is deemed to have expressed, by remaining silent, their intent to accept the amendments and the amended terms and conditions take effect in full as pertaining to the Contract concluded with the Customer.

3 Communication and contracts/agreements between parties

- 3.1 The Contract can be concluded given that a valid Network Agreement exists.
- 3.2 Relevant declaration of intent, sent by the Harbor to the Customer using the e-mail address the Customer previously provided to the Harbor, brings about legally binding consequences. The Customer is responsible for the functionality of the e-mail address they provide to the Harbor as well as for any consequences (incl. consequences arising from transactions concluded via relevant e-mail) brought about by use of said e-mail. Among other things, the Customer is liable if the Customer's e-mail address is used by a third person.
- 3.3 The Contract is cancelled and expires on grounds provided for in the Contract, the terms and conditions, and/or legislation. Cancellation or expiry of the Contract does not exempt a Party from the obligation to perform before the other Party any obligations that arose as based on the Contract during validity of the Contract.
- 3.4 The Parties have the right to cancel the contract at any time, giving one (1) calendar month' notice thereof, unless otherwise provided by the Contract. Upon termination of the Contract, the Network Agreement likewise expires.

4 Invoicing

- 4.1 The Harbor issues to the Customer an invoice for services provided no later than by the following month's fifteenth (15th) date. Unless otherwise agreed by the Parties, the invoicing period is one (1) calendar month and the term for payment of relevant invoices is fourteen (14) calendar days, unless otherwise provided in the Contract.
- 4.2 The Harbor sends invoices as per the Customer's choice as either e-invoices (machine-processable invoices) or PDF invoices to the e-mail address designated by the Customer. The Harbor also sends notices related to the Contract, additional information pertaining to invoices, and debt notices electronically.
- 4.3 If the Customer delays payment of an invoice, the Harbor has the right to demand from the Customer default interest of 0.15% (zero point fifteen percent) on the delayed amount per day. Default interest is calculated as from the day following the due date of payment and such calculation is terminated on the day at which relevant monies are received.

5 Data processing and protection

- 5.1 The Harbor processes the Customer's Data purposefully and on legal basis in adherence to agreements/contracts, legislation, and good business practice.
- 5.2 The Harbor processes Data based on legislation without separate consent to performance of the Contract concluded with the Customer or in the harbor's legitimate interest foremost for the following purposes:
 - 5.2.1 calculation of contractual service fees, preparation and sending to the Customer of notices and invoices;
 - 5.2.2 documentation of commercial and service activities and other business related information exchange (incl. for the purpose of filing said documentation to auditors upon a Harbor audit), forwarding of relevant Data to relevant contractual security company and IT service provider;
 - 5.2.3 protection of any rights of the Harbor that have been violated or disputed and for debt claiming (incl. for the purpose of forwarding Data related to violation of the Contract and/or

- to a debt to a debt collector, attorney, or other person authorized by the Harbor on the basis of relevant agreement for such data processing);
- 5.2.4 in the case of violation of the Contract, forwarding of the Customer's default (data (incl. the debtor's name, personal ID code, information related to the debt amount, time of emergence of debt, and the type of transaction related to the debt) related to a debt that is overdue for more than 30 days) to a credit information company authorized by the Harbor.
- 5.3 The Harbor stores data for as long as necessary to achieve the purpose of use of such Data or for a term prescribed by legislation.

6 Rights and obligations of parties

In addition to the rights and obligations provided for in the Contract and the terms and conditions, the Harbor and the Customer are, in providing and using the Service, subject to the rights and obligations provided in this Chapter.

6.1 The Customer has the following rights in using relevant Service:

- 6.1.1 consumption of the Service, while liable for due performance of obligations arising from the Contract concluded with the Harbor;
- 6.1.2 obtainment from the Harbor of information related to the Service used;
- 6.1.3 obtainment for free-of-charge use from the Harbor of the cable dispenser control panel;
- 6.1.4 obtainment from the Harbor of information as pertaining to use of the Customer's Data in adherence to legislative requirements;
- 6.1.5 demanding that the Harbor remove, in adherence to provisions of the Contract and the terms and conditions, any malfunctions that hinder proper functioning of the Service.

6.2 The Customer has the following obligations in using relevant Service:

- 6.2.1 performance of obligations provided for in the Contract and the terms and conditions;
- 6.2.2 informing the Harbor as soon as possible, yet not later than within fifteen (15) calendar days as from occurrence of relevant change, of a change in the Customer's name or address, contact details of contractual contact persons, and any other important contact information;
- 6.2.3 immediate informing of the Harbor of institution of bankruptcy, liquidation, or compulsory liquidation proceedings as pertaining to the Customer, dissolution of relevant body corporate, and any other such facts and circumstances which may hinder or render impossible the performance of the Contract by the Customer;
- 6.2.4 payment to the Harbor of charges in adherence to relevant submitted invoices and requisites (account number, reference number etc.) and by the deadline noted in such invoices.
- 6.2.5 enabling persons authorized by the Harbor to access the Harbor's technical solutions that are in the Customer's possession (e.g. if a crane's cables were left onboard a vessel or other similar events) if this is required to perform work necessary for the purpose of commencing the provision of the Service or for alteration, checking, maintenance, or removal of malfunctions of the technical solution used to provide the Service;
- 6.2.6 not using the Service contrary to the Contract, the terms and conditions, legislation, or good practice. Among other things, upon consuming the Service, the Customer may not take measures or enable other third persons to take measures which bring about any functional interference of relevant electricity network of equipment connected thereto;
- 6.2.7 in the case of damage or loss of the cable dispenser control panel, payment of contractual penalty of 500 euros;
- 6.2.8 upon expiry of the Contract, returning of the cable dispenser control panel to the Harbor;
- 6.2.9 Violation of obligations listed in items 6.2.5 – 6.2.6 is deemed to constitute significant breach of the Contract, in the case of which the Harbor has the right to suspend provision of the Service to the Customer.

6.3 The Harbor has the following rights in providing relevant:

- 6.3.1 prescription, amendment, or specification of the terms and conditions and descriptions of providing the Service, making relevant terms and conditions available on its Web Site;
- 6.3.2 amendment of the price list and the terms and conditions on grounds provided in the general terms and conditions;
- 6.3.3 updating of the Harbor's 11kV onshore electricity network and technical solutions used to provide the Service and making of such changes therein which affect use of the Services, incl. unilateral changes to the technical solutions used to provide the Service in adherence to provision of the general terms and conditions and, as resulting from above, unilateral amendment of the terms and conditions related to the Service on grounds and pursuant to the procedure provided for in the general terms and conditions;
- 6.3.4 processing of Data in adherence to legislation;
- 6.3.5 unilateral suspension of provision of the Service to the Customer on grounds provided for in item 7.8 and pursuant to the procedure provided for in item 7.9;
- 6.3.6 amendment or cancellation of the Contract in adherence to provisions of the Contract or the general terms and conditions.

6.4 The Harbor has the following obligations in providing relevant Service:

- 6.4.1 adherence to obligations provided for in the Contract, the terms and conditions, and legislation;
- 6.4.2 provision of the Service to the Customer in adherence to the concluded Contract, the terms and conditions, and legislation;
- 6.4.3 submission of invoices to the Customer in adherence to the invoicing procedure provided for in the general terms and conditions;
- 6.4.4 if the Customer so wishes, issue to the Customer of information on the Service, the terms and conditions, or submitted invoices;
- 6.4.5 maintenance at the Harbor's expense of the Harbor's onshore electricity network and removal of malfunctions of the onshore electricity network and power lines in adherence to legislative and contractual provisions, and the terms and conditions;
- 6.4.6 informing of the Customer of any such significant disruptions in the functioning of the electricity network which the Harbor is aware of and which concern the Customer;
- 6.4.7 informing of the Customer of amendments to the price list and the terms and conditions via the Harbor's home page in adherence to provisions of the general terms and conditions.

7 Terms and conditions of providing and using the Service

- 7.1 The Harbor arranges for the construction of technical solutions, incl. power lines and structures, required to provide the Service in a manner the Harbor considers best, based on the Customer's propositions.
- 7.2 The Harbor enables the Customer to connect to 11kV onshore electricity by way of automated systems, using for said purpose the cable dispenser control panel issued by the Harbor. The ship operator is responsible for the safety of onshore electricity connection and prudent use of property issued to the ship operator and compensates any costs related to repairs and/or replacement of damaged equipment.
- 7.3 Connecting of onshore electricity to the electricity network must be done in adherence to standards IEC/IEEE 80005-1 and IEC/IEEE 80005-2. Any deviation from said standards must be separately agreed with the Harbor's technical staff.
- 7.4 If construction of a power line is required so as to commence or recommence (e.g. upon relocation) use of the Service, the Customer bears the costs of such line construction. If the Customer so wishes, the Harbor constructs the power line, requesting a charge from the Customer based on relevant agreement prepared by the Harbor and approved by the Customer.
- 7.5 The Harbor has the right to alter the technical solution used to provide the Service. Parties cooperate to find the best solution when there are alternative solutions. If relevant alterations

require replacement of installations that are part of the Harbor's onshore electricity network, upgrading of the software, or alignment of such installations, or making of other changes related to relevant installations, the Customer bears any costs related thereto.

- 7.6 The Harbor notifies the Customer at least 12 (twelve) months in advance of any such alterations to the technical solution used to provide the Service which bring about additional costs to the Customer. If the Customer does not agree to said alterations, they may, prior to making relevant alteration, cancel the Contract based on which relevant Service is provided, notifying the Harbor thereof in writing.
- 7.7 The Customer is liable before the Harbor for all kWh-s used by the Customer until the Service is suspended or terminated.
- 7.8 The Harbor may unilaterally suspend provision of the Service to the Customer if:
 - 7.8.1 the Customer is in significant breach of contractual terms and conditions (provisions of items 6.2.5 – 6.2.6);
 - 7.8.2 the Customer is in delay of payment for the Service for more than fourteen (14) calendar days;
 - 7.8.3 the Customer is connected to the onshore electricity network by way of an installation which is not in working order, is electrically hazardous, or does not adhere to requirements of relevant standards;
 - 7.8.4 by using an installation, the Customer is disturbing the functioning of the onshore electricity network or relevant electricity network or other network service users;
 - 7.8.5 the Customer is exceeding the capacity agreed in the Network Agreement;
 - 7.8.6 suspension of the provision of the onshore electricity network is required so as to install, repair, replace, or maintain a device related to the onshore electricity network or power line structure;
 - 7.8.7 suspension is required based on legislation.
- 7.9 If the Service is suspended based on grounds provided for in items 7.8.1 – 7.8.5 and 7.8.7, the Harbor notifies the Customer thereof by e-mail or telephone a reasonable period of time in advance, at the same time referring to the time and reason for relevant suspension. Upon removal of grounds for suspension of the provision of the Service, the Harbor has the right to demand from the Customer compensation of any costs incurred in relation to restoration of means to use the Service. If the Service is suspended on grounds provided in item 7.8.6, the Harbor notifies the Customer thereof by e-mail at least five (5) working days in advance in the case of scheduled work and one (1) working day in advance in the case of urgent work required to prevent a malfunction, also referring to the time of and reason for relevant suspension.
- 7.10 The Harbor has the right to cancel the Contract without notifying the Customer in advance thereof if provision of the Service is suspended on grounds provided for in legislation, the terms and conditions, or the Contract and such grounds for suspension have not ceased within one (1) month as from the day on which the grounds for implementation of suspension came to be.
- 7.11 In the case of temporary overload of the Harbor's 10kV electricity network (e.g. in very hot or cold weather or due to overload caused by multiple operators using the onshore electricity service simultaneously or due to another extraordinary event), the Harbor cannot ensure uninterrupted functioning of the Service and is not liable for above temporary disruptions in the functioning of the onshore electricity network.
- 7.12 The Customer has the right to make suggestions to the Harbor to amend the technical solutions used to provide the Service if the technical requirements of the devices used by the Customer change and there are no alternative solutions, by notifying the Harbor at least 12 (twelve) months in advance. Parties cooperate to develop the best technical solution. The Customer has the right to cancel the Contract if the Harbor unreasonably refuses to modernize the technical solutions.

8 Removal of malfunctions of onshore electricity network and maintenance work

- 8.1 The Harbor removes any malfunctions of the onshore electricity network within a reasonable term. A reasonable term is deemed to constitute said removal no later than within five (5) working days following the day on which the malfunction was reported if materials required to remove the malfunction can be obtained or relevant removal is technically possible within this time period.
- 8.2 Costs related to maintenance of the Harbor's onshore electricity network and removal of malfunctions thereof are borne by the Harbor.

9 Liability and resolution of disputes

- 9.1 The Parties are liable for violation of obligations provided for in the Contract or the terms and conditions. The violating Party compensates to the other Party any direct proprietary damage brought about by violation of an obligation. The Parties do not undertake to compensate to each other any loss of profit or other similar damage.
- 9.2 Violation of obligations is justifiable if the Party violated an obligation due to force majeure. Force majeure is deemed to mean any unforeseeable fact or circumstance or event which a Party cannot control and, proceeding from the principle of reasonableness, it could not have been expected from the Party to consider or prevent this fact or circumstance or to overcome the hindering fact or circumstance or its consequence. Force majeure may, among other things, include fire, explosion, natural disaster, war, terrorism, strike, physical damaging of electrical cables and equipment by third persons, malfunctions in third party electrical networks or power lines, thunder, wind or ice exceeding the design requirements of the time of construction of the electrical installation, or other circumstances beyond a Party's control that render it impossible to perform contractual obligations. If the effect of force majeure is temporary, violation of a given obligation is justifiable only during such time at which force majeure hindered performance of the obligation.
- 9.3 Any disagreements between the Parties are endeavored to be resolved by way of negotiations. Disputes that cannot be resolved in negotiations are to be resolved by Harju County Court.
- 9.4 The Customer has the right to file complaints, including claims for compensation for damage, against the Harbor at first relevant opportunity but not later than within six (6) months as from when the Customer learned or should have learned of the fact or circumstance that constitutes grounds for filing of the complaint or claim for damages.

10 Implementing provisions

- 10.1 This wording of the general terms and conditions takes effect on **September 1, 2020**.
- 10.2 In concluding, performing, terminating, and interpreting this Contract as well as upon resolving disputes arising from the Contract, provisions of the Contract apply; if relevant provisions are not provided in the Contract, provisions of Estonian legislation apply.
- 10.3 In issues not regulated by the Contract or the terms and conditions, the Parties are guided by legislation and the principles of good faith and reasonableness.
- 10.4 If a provision of the Contract or the terms and conditions becomes contrary to legislation, the Contract and/or the terms and conditions remain valid in all other respects. In terms of the terms and conditions or contractual provision that became contrary to legislation, the regulation provided for in legislation applies. Within a reasonable period of time, the Harbor replaces any provisions that are contrary to legislation with provisions that are in compliance with legislation.