

KRAFTRINGENS CONTRACTUAL TERMS FOR ELECTRICITY SALES CONSUMER

reviderade 2023-06-05

Please note: this translation is not an official, legally binding document; in the event of a legal dispute the original Swedish version will be relied upon

1 Application

- 1.1 These terms and conditions apply when Kraftringen Energi AB (Publ.) or another company within the same group ("the supplier") delivers electricity to an electricity user ("the customer"). These conditions form an integral part of the parties electricity supply agreements.
- 1.2 The parties' agreements also include the electricity industry's current general terms and conditions for the sale of electricity to consumers (EL 2012 K (rev2.)). The general terms and conditions and these terms and conditions can be obtained through the supplier's website or ordered from customer service. In the event of any inconsistencies between the contractual documents, the priority shall be in the following order: any individual conditions, these contractual conditions and general contractual conditions.
- 1.3 The supplier has the right to change these terms and conditions by written notification to the customer. The new conditions may begin to be applied no earlier than two months after such notification has been sent.
- 1.4 If the parties have entered into a fixed-term agreement the third paragraph of point 6.1 of the general terms and conditions applies with amendment to the fact the supplier informs the customer in writing of the time of the termination of the agreement and the consequences thereof no earlier than 90 days and no later than 60 days before the end of a binding period.

2 Validity

- 2.1 The agreement is valid from the day the supplier accepts the customer's order. A written agreement must be drawn up at the request of either party. Customary credit checks may occur and may lead to the order not being accepted.
- 2.2 For contracts concluded at a distance, the customer has, according to the Distance contracts act, the right to cancel the purchase within 14 days, by contacting the supplier via e-mail, mail or phone. The cooling-off period starts to apply from the day the agreement is concluded. If the customer exercises the right of withdrawal after the delivery has begun, the customer will be invoiced according to the agreement. This assumes that the customer has explicitly requested that the delivery shall start during the cooling-off period. If the obligation to deliver remains after the date of cancellation of the agreement, delivery will take place according to the terms of Kraftringens default rate at the current regular price. For exercising the right of withdrawal, a standard form is available on the Swedish Consumer Agency's website.

3 Scope etc.

- 3.1 The agreement covers the actual electricity consumption in agreed offtake points. The supplier is not responsible for the agreed start of delivery being delayed as a result of the customer providing incorrect or incomplete information of importance to the supplier's sales commitment.
- 3.2 The customer is responsible for the correct fulfillment of any remaining obligations according to previous agreements with another electricity supplier.
- 3.3 A customer who has received permission from the Swedish Energy Agency to manage their own quota obligation must notify the supplier for exemption from the agreed electricity certificate fee. If such permission expires, the customer must immediately notify the supplier thereof.

4 Taxes, fees etc

- 4.1 Stated prices apply, unless otherwise expressly stated, excluding applicable value added taxes and other statutory charges. In the event of changes or the introduction of new fees, the supplier has the right to adjust the price accordingly without prior notice to the customer. This also applies during the ongoing binding period.
- 4.2 The supplier also has the right to change the stated prices if the Swedish electricity market's division into bidding areas changes or if other changes in the functioning of the electricity market (e.g. the introduction of a common Nordic electricity market) cause increased costs for the supplier due to its fulfillment of the agreement.
- 4.3 Current prices are presented on the supplier's website.

5 Payment and invoicing

- 5.1 Unless the parties have agreed otherwise, settlement and invoicing are done monthly in arrears. However, in cases where the customer's consumption is of a small extent, settlement and invoicing may take place every two months.
- 5.2 Unless the parties have agreed otherwise, payment must be received by the supplier no later than twenty (20) days after the current invoice date.
- 5.3 In the event of a late payment, interest on late payment is payable in accordance with the Interest Act (1975:635).

- 5.4 Information about the supplier's payment and billing options can be obtained through the supplier's website or customer service.

6 Transfer of contract

The customer is not entitled to transfer its rights and obligations under the Agreement to another party without the supplier's prior written consent. The supplier has the right to transfer all or part of the agreement to another party.

7 Termination of the agreement

- 7.1 Upon the customer's relocation from the offtake point, the agreement ceases to apply. The parties can, however, agree that the agreement shall apply to another offtake point.
- 7.2 If the customer terminates the contract prematurely, or the agreement is otherwise terminated prematurely due to circumstances attributable to the customer, the supplier is entitled to compensation from the customer. The administrative fee shall cover the supplier's additional costs in case of breach of contract. If the agreement refers to Fast elpris (Fixed electricity price), the customer must pay compensation with the difference between the agreed electricity price and the electricity price applicable at the time of termination for the corresponding product, multiplied with the customer's estimated consumption for the remaining contract period. Estimated remaining consumption shall be calculated based on the customer's annual consumption registered by the electricity grid company. The remaining contract period is calculated in whole months. In addition to the remuneration now stated, the customer must also pay the remaining monthly fees and an administrative fee of 500 SEK per offtake point. If the agreement refers to a Rörligt elpris (Variable electricity price) with a binding period, the customer must pay an administrative fee of 500 SEK per offtake point. For agreements regarding Mixat elpris (Mixed electricity price), Vintersäkrat elpris (Winter-protected electricity price) or Närpris, a combination of the above calculation methods applies to the fixed and variable parts of the agreement.
- 7.3 The customer's compensation obligation according to point 7.2 above shall apply even if the customer terminates the agreement before the electricity delivery has begun. However, this does not apply if the agreement is terminated as a result of the customer exercising any right of withdrawal.
- 7.4 If the customer terminates the contract at the end of the contract period and a new electricity supplier has not applied for delivery, the customer will receive a default price until the new supplier takes over delivery.

8 Processing of personal data

In order for the supplier to fulfill its obligations under the agreement, the supplier may need to process personal data about the customer or the customer's personnel. Information about the supplier's processing of personal data and the customer's rights and obligations due to such processing can be found on the supplier's website: www.kraftringen.se/gdpr. If the customer does not have access to the internet, the customer can contact the supplier's customer service by phone 020-326100.

9 Customer information

Information on consumer rights, complainthandling and other information regarding agreements, electricity prices and terms and conditions can be obtained through the supplier's website www.kraftringen.se or customer service by phone 020-326100. The same applies to information about the suppliers environmental work, the origin of the electricity and its environmental impact. In the event of a dispute and the need for support for dispute resolution, the customer can turn to the Allmänna reklamationsnämnden (ARN), a government authority. Their main task is to impartially, and without charge for the parties, try customer disputes. More information is available at www.arn.se Postal address: ARN, Box 174, 101 23 Stockholm.

10 Special conditions for different forms of agreement

- 10.1 "Fast elpris" (fixed electricity price) refers to an agreement for a fixed period. The price for delivered electricity is calculated based on a predetermined price per kWh for the current electricity area. The predetermined price includes costs for guarantees of origin, electricity certificates and all other acquisition costs. A monthly fee is added to the electricity price, which remains unchanged during the contract period, as well as VAT. The agreement cannot be renegotiated during the current agreement period. If neither party terminates the agreement no later than one (1) month before the end of the agreement period, the agreement is extended with the then-current conditions for the variable electricity price contract form on an ongoing basis. Prior to the automatic extension, the Supplier will send a notification to the customer.
- 10.2 "Rörligt elpris löpande" (Variable electricity price on an ongoing basis) refers to an agreement that is valid until further notice. The electricity price consists of a volume-weighted monthly average price for the delivery

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month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for the Supplier's flat-rate customers. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, monthly fee and VAT. The supplier has the right to change the mark-up and monthly fee during the contract period by notifying the customer in writing. The new conditions may begin to be applied no earlier than two months after such notification has been sent. The agreement can be terminated by the Customer with one (1) month notice.

10.3 "Timpris/TimAktiv" (hourly price) refers to an agreement that is valid until further notice. The price for delivered electricity is calculated monthly in arrears and is based on the customer's hourly electricity use and the Nordic energy exchange's price quotations hour by hour for the current electricity area. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, monthly fee and VAT. The supplier has the right to change the mark-up and monthly fee during the contract period by notifying the customer in writing. The new conditions may begin to be applied no earlier than two months after such notification has been sent. The agreement can be terminated by the Customer with one (1) month notice from the coming change of month.

10.4 "El från trakten" refers to a flexible ongoing agreement that is valid until further notice. The electricity price consists of a volume-weighted monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for flat-rate customers. The electricity price includes guarantees of origin from local powerplants, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, monthly fee and VAT. The supplier has the right to change the mark-up and monthly fee during the contract period by notifying the customer in writing. The new conditions may begin to be applied no earlier than two months after such notification has been sent. The agreement can be terminated by the Customer with one (1) month notice.

10.5 "El från trakten Tim" (hourly price) refers to an agreement that is valid until further notice. The price for delivered electricity is calculated monthly in arrears and is based on the customer's hourly electricity use and the Nordic energy exchange's price quotations hour by hour for the current electricity area. The electricity price includes guarantees of origin from local powerplants, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, monthly fee and VAT. The supplier has the right to change the mark-up and monthly fee during the contract period by notifying the customer in writing. The new conditions may begin to be applied no earlier than two months after such notification has been sent. The agreement can be terminated by the Customer with one (1) month notice from the coming change of month.

10.6 "Mixat elpris" refers to an agreement for a fixed period and consists of an agreed distribution between Fixed electricity price and Variable electricity price. Fixed electricity price for delivered electricity is calculated based on a predetermined price per kWh for the current electricity area. The predetermined price includes costs for guarantees of origin, electricity certificates and all other acquisition costs. Variable electricity price consists of a volume-weighted monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for the Supplier's flat-rate customers. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. An agreed surcharge is added to the electricity price. During the entire contract period, a monthly fee is also added, which remains unchanged during the contract period, as well as VAT. If neither party terminates the agreement no later than one (1) month before the end of the agreement period, the agreement is extended with the then current conditions for the variable electricity price contract on an ongoing basis. Prior to the automatic extension, the Supplier will send a notification to the customer.

10.7 "Vintersäkrat elpris" refers to an agreement for a fixed period. The price for delivered electricity is calculated during certain months specified in the agreement based on a predetermined price per kWh for the electricity area in question. The predetermined electricity price includes costs for guarantees of origin, electricity certificates and all other acquisition costs.

During other months, the price is a volumeweighted monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for the Supplier's flat-rate customers. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. An agreed surcharge is added to the electricity price. During the entire contract period, there is also a monthly fee, which remains unchanged during the contract period, as well as VAT. During the contract period, when the price consists of a volume-weighted monthly average price for the delivery month, the Customer has the right to switch to a fixed electricity price contract under the then current conditions. This with one (1) calendar month notice, calculated from the next new month, the contract period must be at least as long as the existing contract period at the time the contract was signed. If neither party terminates the agreement no later than one (1) month before the end of the agreement period, the agreement is extended with the then-current conditions for the variable electricity price contract form on an ongoing basis. Prior to the automatic extension, the Supplier will send a notification to the customer.

10.8 "Anvisningspris" (Default price) refers to an agreement that is valid until further notice. The electricity price consists of a volumeweighted monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for the Supplier's flat-rate customers. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, monthly fee and VAT. The supplier has the right to change the mark-up and monthly fee during the contract period by notifying the customer in writing. The new conditions may begin to be applied no earlier than two months after such notification has been sent. The agreement can be terminated by the Customer with fourteen (14) days' notice.

10.9 "Rörligt elpris med bytesrätt" (Variable electricity price with exchange right) **This form of agreement is no longer offered, only information for existing agreements.** Refers to an agreement valid for a fixed period. The electricity price consists of a volume-weighted monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area and the aggregated consumption profile on an hourly basis for the Supplier's flat-rate customers. The electricity price includes guarantees of origin, acquisition costs and electricity certificates. The electricity price includes an agreed surcharge, a monthly fee, which remains unchanged during the contract period, and VAT. The customer has the right to switch to a fixed electricity price agreement at the then current terms and conditions, at any time during the agreement period with one (1) calendar month's notice, counted from the next change of month, the agreement period must be at least as long as the existing agreement period at the time the agreement was signed. If neither party terminates the agreement no later than one (1) month before the end of the agreement period, the agreement is extended with the then-current conditions for the variable electricity price contract form on an ongoing basis. Prior to the automatic extension, the Supplier will send a reminder to the customer.

10.10 The forms of agreement according to clauses 10.2, 10.4, 10.6 och 10.7 require that the offtake point is reported on a monthly basis with a monthly value (schablonavräknad), while the form of agreement 10.3 och 10.5 requires that the offtake point be reported by the hour (timavräknad).

10.11 Any discounts apply only during the agreed period. Extension of the agreement is made on the terms then in force.