# SKÅNSKA ENERGI TERMS AND CONDITIONS FOR ELECTRICITY SALES CONSUMER

Revised 2025-03-03

#### 1 Application

- 1.1 These terms and conditions apply when Skånska Energi AB or another company within the same group ("the Supplier") supplies electricity to an electricity user ("the Customer"). These terms form an integral part of the parties' electricity trading agreement.
- 1.2 The parties' agreement also includes the electricity industry's current general terms and conditions for the sale of electricity to consumers (currently EL 2012 K (rev 2)). The general terms and conditions and these contract terms can be obtained via the Supplier's website or ordered from customer service. In the event of any conflicts between the contract documents, they shall have internal priority in the following order: any individual terms, these contract terms, and general terms and conditions.
- 1.3 The Supplier has the right to amend these terms and conditions by written notification to the Customer. The new terms may 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, in amendment to point 6.1, third paragraph of the general terms and conditions, the Supplier shall inform the Customer in writing no earlier than 90 days and no later than 60 days before the expiry of a binding period about the date of the agreement's expiration and the consequences thereof.

#### 2 Validity

- 2.1 The agreement is valid from the day the Supplier accepts the Customer's order. A written agreement shall be drawn up at the request of either party. Standard credit checks may be carried out and may result in the order not being accepted.
- 2.2 For agreements entered into at a distance, the customer has the right, according to the Distance Contracts Act, to cancel the purchase within 14 days by contacting Skánska Energi via email, letter, or telephone. The cooling-off period begins on the day the agreement is entered into. If a customer exercises the right of withdrawal after delivery has commenced, the customer will be invoiced according to the agreed price for the period that delivery has taken place under the agreement. This assumes that the customer has expressly requested that delivery should begin during the cooling-off period. If delivery obligation remains after the date of a cancelled agreement, delivery will take place according to the terms of Skånska Energi Anvisat avtal (Designated Supplier Price) at the current standard price. For exercising the right of withdrawal, there is a standard form on the Swedish Consumer Agency's website.

# 3 Scope, etc.

- 3.1 The agreement covers the actual electricity consumption at agreed outlet points. The Supplier is not responsible if the agreed delivery start is delayed due to the Customer providing incorrect or incomplete information of significance for the Supplier's sales commitment.
- 3.2 The Customer is responsible for the proper fulfilment of any remaining obligations under previous agreements with other electricity trading companies or other electricity suppliers.
- 3.3 A customer who has received permission from the Swedish Energy Agency to handle their own quota obligation must notify the Supplier for exemption from the agreed electricity certificate fee. If such permission ceases to apply, the Customer shall promptly notify the Supplier thereof.

# 4 Taxes and fees, etc.

- 4.1 In the event of changes to or introduction of new taxes and fees that affect the pricing of electricity trading agreements, the Supplier has the right to adjust the price accordingly without prior notice to the Customer. This also applies during ongoing binding periods.
- 4.2 Furthermore, the Supplier has the right to change the stated prices if the Swedish electricity market's division into electricity areas changes or if another change in the electricity market's functioning (e.g., the introduction of a common Nordic electricity market) leads to increased costs for the Supplier in connection with its fulfilment of the agreement.
- 4.3 Current prices are presented on the Supplier's website.

### 5 Payment and invoicing

- 5.1 Unless otherwise agreed by the parties, settlement and invoicing take place monthly in arrears. In cases where the Customer's consumption is of minor extent, settlement and invoicing may occur every other month.
- 5.2 Unless otherwise agreed by the parties, payment shall be received by the Supplier no later than twenty (20) days after the relevant invoice date.
- 5.3 In case of late payment, interest on arrears is charged according to the Interest Act (1975:635).
- 5.4 Information about the Supplier's payment and invoicing options can be obtained through the Supplier's website or customer service.

#### 6 Transfer of agreement

6.1 The Customer is not entitled to transfer their 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 parts of the agreement to another party.

#### 7 Termination of agreement

- 7.1 Upon the Customer's relocation from the outlet point, the agreement ceases to apply. However, the parties may agree that the agreement shall apply to a new outlet point.
- 7.2 If the Customer terminates the agreement prematurely, or if the agreement otherwise expires 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 due to breach of contract. If the agreement concerns Fixed electricity price, the Customer shall pay compensation for the difference between the agreed electricity price and the electricity price applicable at the time of termination for a corresponding product, multiplied by 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 price with a binding period, the agreement concerns Variable electricity price with a binding period, the Customer shall pay an administrative fee of 500 SEK per outlet point. For agreements concerning Mixed electricity price or Winter-secured electricity price, a combination of the agreement, respectively.
- 7.3 The Customer's liability for compensation according to point 7.2 above shall also apply if the Customer terminates the agreement before the electricity supply 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 their electricity agreement at the end of the contract period and a new electricity supplier has not applied for delivery, the customer will receive a designated supplier price until the new supplier takes over the delivery.

# 8 Processing of personal data

In order for the Supplier to fulfil 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 in connection with such processing can be found on the Supplier's website: www.skanska-energi.se/gdpr. If a Customer does not have access to the internet, the Customer can contact the Supplier's customer service via telephone 010-1227000.

# 9 Consumer information

Information about consumer rights, complaint handling and other information regarding agreements, electricity prices and terms can be obtained through the Supplier's website, www.skanska-energi.se or customer service via telephone 046-507 00. The same applies to information about the Supplier's environmental work, the origin of the electricity and its environmental impact. In the event of any dispute and need for support for dispute resolution, the Customer can turn to the National Board for Consumer Disputes (ARN), a government agency. Their main task is to impartially, and without charge to the parties, try consumer disputes. More information can be found at www.arn.se Postal address: ARN, Box 174, 101 23 Stockholm.

## 10 Power of Attorney for Analysis Services

Analysis services are included in all of Skånska Energi's electricity contracts. In order to be able to perform these services, Skånska Energi AB always has the right, as long as an active electricity contract exists, to obtain all relevant information about the outlet point to which the electricity contract applies from the Grid operator. Relevant information refers to all information that the Customer himself has the right to request from the Grid operator. The information may include, but need not be limited to, historical measurement values in all available time resolutions, fuse-size, tariffs and General Terms and Conditions.

## 11 Special terms for different contract forms

11.1 "Fastpris (Fixed price)" refers to an agreement for a specified period. The price for delivered electricity is calculated based on a predetermined price per kWh for the relevant electricity area. The predetermined price includes costs for guarantees of origin, electricity certificates and all other procurement costs. In addition to the electricity price, there is a monthly fee that remains unchanged during the contract period, plus VAT. The agreement cannot be renegotiated during the ongoing contract period. If neither party has terminated the agreement at least one (1) month before the end of the contract period, the agreement is extended with the then applicable terms for the contract form Variable electricity price ongoing. Before the automatic extension, the Supplier will send a reminder to the customer.

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- 11.2 "Rörligt månadspris (Variable price monthly)" refers to an agreement that is valid until further notice. The electricity price is based on the Nordic energy exchange's spot price quotations for the current electricity area. Variable costs are added to the electricity price: volume cost (aggregated consumption profile on an hourly/15-minute basis for the Supplier's customers settled by template), guarantees of origin, purchase costs and electricity certificates. Then also agreed fixed mark-up, monthly fee and VAT. The Supplier has the right to change the surcharge and monthly fee during the contract period by written notification to the Customer. The new terms may 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.
- 11.3 "Rörligt timpris/kvartspris (Variable price hourly/15-minutes)" 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/15-minutes electricity usage and the Nordic energy exchange's price quotations hour by hour/15-minutes by 15-minutes for the relevant electricity area. Variable costs are added to the electricity price: guarantees of origin, purchase costs and electricity certificates. Then also agreed fixed mark-up, monthly fee and VAT. The Supplier has the right to change the surcharge and monthly fee during the contract period by written notification to the Customer. The new terms may 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.
- 11.4 "Vinteravtal (Winter price)" refers to an agreement for a specified period. The price for delivered electricity is calculated during certain months specified in the agreement based on a predetermined price per kWh for the relevant electricity area. The predetermined electricity price includes costs for guarantees of origin, electricity certificates and all other purchase costs. During other months, the price consists of a variable monthly average price for the delivery month. This is based on the Nordic energy exchange's spot price quotations for the current electricity area. Variable costs are added to the electricity price: volume cost (aggregated consumption profile on an hourly/15-minute basis for the Supplier's customers settled by template), guarantees of origin, purchase costs and electricity certificates. Then also agreed fixed mark-up, monthly fee and VAT. During the contract period when the price consists of variable price for the delivery month, the

Customer has the right to switch to a fixed electricity price agreement under the then applicable terms. This with one (1) calendar month's notice, counted from the next coming turn of the month. If neither party has terminated the agreement at least one (1) month before the end of the contract period, the agreement is extended with the then applicable terms for the contract form Variable electricity price ongoing. Before the automatic extension, the Supplier will send a reminder to the customer.

- 11.5 "Anvisat avtal (Designated contract)" refers to an 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 relevant electricity area and the aggregated consumption profile on an hourly basis for the Supplier's customers settled by template. In addition to the electricity price, there are guarantees of origin, procurement costs, electricity certificates, agreed surcharge, monthly fee and VAT. The Supplier has the right to change the surcharge and monthly fee during the contract period by written notification to the Customer. The new terms may 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
- 11.6 The contract forms according to points 11.2 and 11,4 require that the delivery point is settled by template, while the contract form 11.3 require that the delivery point is settled hourly.
- 11.7 Any discounts are only valid during the agreed period. Extension of the agreement is made on the then applicable terms.