### **GENERAL TERMS AND CONDITIONS SPOT+ PRIVATE CUSTOMERS**

valid from 1.10.2025

### **Objections**

This confirmation contains the conditions for the sale of electricity. Please check that the information in the contract confirmation is correct. If they are correct, you do not need to take any action, and the contract will take effect according to the details set out in the confirmation.

If you discover any errors, you can lodge an objection within 21 days of the date on which the contract confirmation was sent. During the period between the conclusion of the contract and any objections, the contractual conditions set out in the confirmation will apply. If you do not submit any objections within the time limit, the contract is deemed to be accepted on the terms set out in the confirmation. In the event of a dispute, the seller has the burden of proof that the information in the contract confirmation is correct.

If your contract was concluded by phone and you have accepted it in writing (e.g. by SMS), there is no right to object, unless it is due to an error by the seller. However, as a consumer customer, you have a 14-day right of cancellation.

### **Terms of contract**

These general terms and conditions and the current version of the Finnish Energy Industries Terms of Electricity Sales 2024 shall apply to retail electricity sales, unless otherwise stated herein. The terms and conditions of your electricity sales contract are available at <a href="https://www.herrfors.fi/en/documents-for-electricity-customers">www.herrfors.fi/en/documents-for-electricity-customers</a>. You can read, print and download them free of charge. If you wish, you can also get a paper copy of the terms and conditions free of charge.

### Validity of the contract

\*) The electricity sales contract can enter into force earliest when the metering fulfils the requirements of the Electricity Market Act, the provisions issued under it and the necessary metering arrangements have been made. Entry into force of the contract may also be delayed for other reasons.

The contract is valid according to the agreed terms at a specific place of consumption and cannot be transferred to another place.

A fixed-term contract is valid for the agreed period and cannot be cancelled in the middle of the period. At the end of the contract period, it continues as an open-ended contract, priced on a spot basis, unless you have indicated your preference for another type of contract before the end of the contract period. An open-ended contract can be cancelled with 14 days' notice.



#### **Channel for notifications**

Contract confirmations and notifications of changes to prices and conditions are mainly sent electronically. If you wish, you can also request a paper version free of charge.

You can check and update your notification channel and address in our electronic service. You will be informed of the electronic notification in a pre-agreed way, for example by e-mail or SMS. As a consumer, you can also request notifications in paper form at no extra cost.

## Renewable electricity

If you have chosen a renewable electricity contract, the electricity you use will be certified as being produced from renewable sources. This is done through guarantees of origin, which are given for electricity produced from renewable sources.

If you have not chosen renewable electricity, the origin of the electricity will not be certified, and the energy source distribution will be specified according to the Finnish residual distribution

## Network services and metering data

The local distribution system operator is responsible for the network service provided (transmission and metering) in accordance with the terms and conditions applicable to the service. The DSO charges for the network service in accordance with the applicable tariff.

#### Pricing

The prices set out in this agreement are the basis for billing. The basic fee is charged monthly.

The prices for a fixed-term contract are valid for the agreed period.

The prices/margins for an open-ended contract are subject to change. The seller notifies any changes to prices/margins at least 30 days before they take effect. If the current price/margin stated in this contract is changed before the start of delivery, the new price/margin will apply.

For spot contracts, the price is determined based on Nord Pool Spot's Finnish area price plus the seller's margin.

Fingrid's balancing service fee included in the margin is invoiced according to actual consumption. If the fee changes, the margin will also change accordingly.

Changes in taxes, official fees and other similar charges are taken into account in pricing as soon as they enter into force.

If your electricity sales product is Vakaa+, the energy price consists of a fixed component and a consumption-based component, which is calculated monthly for each place of use.



### **Consumption impact**

Consumption impact means that your electricity bill is determined based on your electricity consumption during spot price periods. Consumption impact is calculated by comparing the weighted average price for your consumption with the average spot price for the month.

The calculation is made by multiplying your electricity consumption for each time period by the spot price for that time period. The resulting sum is divided by your consumption for the entire month to obtain the spot price weighted according to your consumption. This is compared with the average spot price for the month, and the difference is added to or deducted from your electricity bill.

If you have consumed electricity during periods when spot prices were particularly low, you will receive a discount. However, if your consumption is weighted towards higher spot prices, the impact of your consumption will increase your electricity bill.

# Invoicing

Your invoice will be sent according to the invoicing interval and delivery method you choose, such as e-invoice, e-mail, paper invoice or other optional method. E-invoicing requires your approval in your own online bank.

Interest is charged on unpaid invoices in accordance with the Interest Act. In addition, there are separate charges for any connection and disconnection of the electricity connection. Your electricity supply may be cut off if you do not pay your bills in accordance with the terms and conditions.

## **Accuracy of data**

The parties undertake to inform each other of any changes in the circumstances referred to in the contract. As a customer, you are responsible for keeping your own information, such as billing and contact details, up to date. If your details change, you must inform the seller without delay so that billing and customer service can function properly.

## **Right of Cancellation**

If the sales contract has been concluded via a remote medium (e.g. by telephone or online) or a door-to-door sales contract, as a consumer customer you can withdraw from the contract within 14 days of its conclusion without giving any reason.

You can cancel the contract, for example, by filling in a cancellation form available on our website. If the supply of electricity has started before the end of the cancellation period, you must pay the seller the contract price for the electricity supplied up to the date of cancellation.



The seller has the right to cancel the contract if, at the time of the conclusion of the contract, there are remarks in your credit history or if there is any other reason, such as a product restrictions, that prevents the contract from coming into force. In such cases, you will be informed of the cancellation without undue delay.

#### Checklist

The checklist for electricity users is available at https://energiavirasto.fi/en/frequently-asked-questions

# **Price Fixings in the Spot Agreement**

This section supplements the terms of the Spot Agreement when the Customer makes use of the opportunity to carry out price fixings in the electronic service provided by the Seller in order to hedge against Spot price fluctuations.

# **Making Price Fixings**

The Customer may make power-based price fixings in the Seller's electronic service. The fixings are made as average power (kW) for an agreed period prior to the start of the delivery month. The maximum level of a fixing is the forecasted monthly average power. Price fixings are advance commitments on the electricity price, by which the Customer purchases electricity in advance at an agreed fixed power, for an agreed period and at an agreed price. Price fixings apply per metering point and cannot be transferred to other metering points. A consumption forecast is required in order to make price fixings.

# **Consumption Forecast**

The consumption forecast is based on historical consumption or on an estimated forecast if sufficient detailed consumption data is not available.

The Customer is always responsible for the forecast of their metering point, regardless of whether the forecast has been prepared specifically for the Customer or generated automatically by the Seller. The Customer is obliged to verify the accuracy of the forecast and to notify the Seller of any material changes in electricity usage.

The consumption forecast is updated during the term of the Agreement.

# **Pricing**

The electricity price is calculated monthly in arrears. The total price under the Agreement is determined by the actual consumption, Nord Pool's Spot prices for the Finnish price area, the Seller's margin, Fingrid's balancing service fee, and the price fixings made. If the Customer has not made price



fixings, the price is based on actual consumption, Nord Pool's Spot prices for the Finnish price area, the Seller's margin, and Fingrid's balancing service fee. Additionally, the agreed basic fees per metering point will be invoiced.

Price calculation is made according to the pricing period used by the Seller, e.g. 15 minutes. If price fixings have been made but consumption exceeds the fixed average power, the excess consumption is priced at Nord Pool's Spot price for the Finnish price area.

If consumption falls below the fixed average power, the unused energy is credited/debited to the Customer. A debit is made if the fixing price is higher than the Spot price, and a credit is made if the fixing price is lower than the Spot price. The credit/debit amount is the difference between Nord Pool's Spot price for the Finnish price area and the fixing price.

The invoiced price is itemised in the Seller's electronic service.

# **Price Fixings and Termination of the Agreement**

The Agreement becomes fixed-term once price fixings are made. Executed price fixings cannot be cancelled.

By making a price fixing, the Customer accepts the fixing terms. If the fixing is made within 14 days of the Agreement's commencement, by making the fixing the Customer waives the 14-day cancellation right. The Customer is responsible for all fixings and their financial consequences. The Seller is not responsible for any errors in the information provided to the Customer or for decisions based on such information.

The Agreement cannot be terminated for a period in which valid price fixings exist, but remains fixed-term until the last price fixing expires. If the metering point is decommissioned (e.g. moving out), fixings cannot be transferred to another metering point.

Exception: If the Seller changes its margin for reasons other than a change in Fingrid's balancing service fee, taxes, official fees and other similar, the Customer has the right to terminate the Agreement with 14 days' notice. If the Customer has outstanding price fixings, the Customer remains responsible for such fixings. When the Customer terminates the Agreement due to a change in the Seller's margin, the Seller and the Customer will agree on invoicing the remaining market value. The market value is the difference between the fixing price at the time of the commitment and the prices at the time of contract termination, multiplied by the fixed volume.

Fixings can only be cancelled in accordance with Terms of Electricity Sales 2024 (section 10.2.5) in cases where consumption changes due to reasons outside the Customer's control.

# **Customer Responsibilities**

The Customer is responsible for keeping contact details up to date.

By making a fixing, the Customer confirms that they have not agreed to purchase electricity from another supplier for periods covered by fixings or deliveries under this Agreement. If the Customer has overlapping agreements, the Seller is entitled to charge all costs arising from termination of the Agreement. Such costs consist of the difference between the fixing price at the time of the Customer's hedge and the fixing price at the time of termination, as well as one hour of hourly charges according to the Seller's price list.



# **Disclaimer of Liability**

The Seller endeavours with the greatest possible care to ensure that the information provided is accurate. The Seller is not liable for possible errors in the information given to the Customer. The Seller is not liable for damage resulting from actions taken or not taken by the Customer based on information provided by the Seller. This disclaimer does not release the Seller from the obligation to correct any erroneous charges.

# **Order of Precedence of Agreement Terms**

In case of conflict between agreement terms, the following order of precedence shall apply:

- 1. Agreement Terms
- 2. Fixing Terms
- 3. Terms of Electricty Sales 2024

# **Effect of Price Fixings on Supply Obligation**

If the Agreement falls under supply obligation, the supply obligation ceases upon fixing, as the contract type changes to fixed-term.

