

Product terms 11 November 2024

HELEN CONSTRUCTOR HEATING



DEFINITIONS OF TERMS USED

The definitions of the general terms and conditions for district heating apply to this product contract, in addition to which:

Constructor Heating Price List refers to descriptions of the pricing and pricing systems used as the basis for invoicing. The Construction Heating Price List specifies product-based fees, such as the fixed fee and energy fee.

Heat Supply Contract means the contract between Helen ("the Heat Vendor") and the owner or controller of the property mentioned in the Heat Supply Contract ("the Customer") concerning the district heating connection of the Heat Consumption Site.

Basic Product refers to a district heating product that is automatically selected for the Customer at the start of the heat supply or at the end of a fixed-term product contract.

Energy Certified with Guarantees of Origin refers to heat energy based on renewable energy sources classified as zero-emissions energy

Contract Confirmation means the confirmation sent to the Customer by the Heat Vendor, which includes, among other things, information about the entry into force of the contract.

Rated Output refers to the required district heat output that serves as the basis for the fixed fee. The rated output is based on the latest circuit diagram approved by the heat vendor.

Required District Heat Output refers to the required district heat output at the rated outdoor temperature of -26 C, as presented in the technical documentation for the delivery site (HVAC plan).

PURPOSE OF THE CONTRACT

With this product contract, the Heat Vendor and the Customer agree on the delivery of the Constructor Heating product to the Customer's Heat Consumption Site.

1 CONCLUSION OF THE CONTRACT

- 1.1 In addition to these terms and conditions and prices, the terms and conditions for a district heat contract in force at any given time apply to this product contract. This product contract is part of the contract package, the documents of which are listed below. In the event of a conflict between the contents of the documents, the documents apply and are interpreted in the following order:
 - 1) Product and additional service terms and conditions (these terms and conditions) and Contract Confirmation
 - 2) Heat Supply Contract and other individual contract terms and conditions
 - 3) Price lists
 - 4) General terms and conditions for a district heat contract
- 1.2 The commencement and continuation of the supply of heat is subject to the validity of the Heat Supply Contract for the delivery site.
- 1.3 The product contract is concluded when the Heat Vendor sends the Customer the Contract Confirmation. The product contract applies from the beginning of the calendar month following the order. If this is the first product of a new district heating connection, the application of the product contract can be agreed to start from the time when the commissioning permit has been granted for the Customer's heating equipment, or at the latest from the start of heat supply.

2 TERMS AND CONDITIONS SPECIFIC TO THE PRODUCT CONTRACT

- 2.1 The pricing of the product contract consists of the fixed fee and energy fee.
- 2.2 The pricing of the product contract is based on the price list for Constructor Heating in force at the time of the conclusion of the contract. The price list includes both the energy fee and fixed fee, and is valid throughout the contract period. The Constructor Heating price list replaces the price list of the Basic Product for the duration of the contract period.
- 2.3 The contract period begins from the date specified in the Contract Confirmation. At the end of the contract period, the Customer is automatically transferred to the delivery, contract terms and price list-based invoicing of the Basic Product. However, the Customer is transferred to the Basic Product at the latest in connection with the final inspection of the district heating equipment, at which time this product contract ends.
- 2.4 The fixed fee is based on Rated Output. The fixed fee is calculated directly (€/KWh) according to the price list multiplied by the Rated Output.
- 2.5 The energy fee is based on the amount of heat delivered to the Customer, in other words, the measured amount of energy.
- 2.6 The Heat Vendor has the right to transfer any tax increases, new taxes and tax-like charges as well as increases in any existing and future official fees entering into force during the contracting period to the price of this product in accordance with their price effect.
- 2.7 The Heat Vendor notifies the Customer of the price increases due to the increase in taxes or other official charges affecting the price of heating energy in accordance with section 2.6, after being informed of the date of their entry into force and the price effect. The notification is sent to the address or billing address indicated by the Customer. The notification includes information on how and from which date the prices will change and the reason for the change. The notification may be enclosed with, for example, an invoice to be sent to the

Customer. The price change takes effect from the effective date of the tax increases or other official fees. The contract period remains unchanged after the price change.

- 2.8 The Heat Vendor may decide to terminate the delivery of the product to non-consumer customers for compelling or unforeseeable reasons. The Customer is notified of the termination of the delivery and contract one (1) month before the termination of the contract.

3 OTHER TERMS AND CONDITIONS

- 3.1 The product contract remains in force until the Basic Product enters into force. If the Customer terminates the connection before the commissioning of the Basic Product, the Customer undertakes to pay a withdrawal fee in accordance with the Constructor Heating price list.
- 3.2 The Heat Vendor has the right to terminate this product contract and transfer the customer to an alternative product. In this case, the Vendor must notify the Customer in writing at least one month before the termination and the Customer's transfer to an alternative product.
- 3.3 This product contract is intended solely for the construction/renovation period and cannot be used for any other purpose.
- 3.4 This product contract is intended for and available only to customers who are committed to remaining as Helen's district heating customers even after the construction period, or who are already district heating customers.
- 3.5 If the owner or controller of the Customer's property changes and the Customer agrees with the new owner or controller on the transfer of the Heat Supply Contract, this product contract continues automatically in accordance with these terms and conditions, unless otherwise agreed between Helen and the recipient of the Heat Supply Contract transfer.



- 3.6 The energy supplied to the Customer under this product contract has been certified with guarantees of origin as 100% renewable heat. The price of energy certified with guarantees of origin is included in the product pricing of Constructor Heating.
- 3.7 The Heat Vendor may restrict the provision of Energy Certified with Guarantees of Origin based on the available production volume or other reason based on ensuring supply reliability. The Heat Vendor shall not be liable for any costs caused to the Customer by Energy Certified with Guarantees of Origin that has been limited or interrupted in accordance with this product contract.