

## Summary of amendments – Terms of electricity supply STE2024

The terminology across the terms has been harmonised with other terms and conditions as well as the amended Electricity Market Act. The references to law have also been updated and the references to sections of law have been replaced with general references to legislation.

### 1. Scope of application and definitions

1.6. Added electricity storages as a customer type.

(1.7) 1.16. 1.21 and 1.22. Added the following definitions to the terms: independent aggregator (1.16.) and imbalance settlement period (1.22.). Updated the terminology with regard to the connection point and the remotely readable metering equipment and noted the change of the imbalance settlement period from one hour to a quarter of an hour.

1.17., 2.4.1. and 2.4.3. The price list potentially annexed to the contract can also be presented electronically on the vendor's website or in another, separately agreed place. According to the terms already in force, the product price list does not need to be annexed at all if the pricing basis has been separately agreed in the individual terms. If there is a need to annex the product price list to the contract, it is enough to attach a link to the current product price list.

In addition, the service price lists have been completely separated from the contract. Moving forward, adding a link to the contract confirmation, through which the customer will find the price list valid at any given time, will suffice.

1.18. and 13.9. The use of electronic services was developed in a way that enables the contract confirmations and notifications of changes to prices and terms to be primarily sent to the customer electronically and, upon the consumer's request, on paper, free of charge. The user must be informed of the existence of the notification in the electronic services, as well as of the key content of the notification in a way agreed in advance, for example by email or text message. In addition, the vendor must clearly and understandably inform the consumer of the right to paper-formed communication before concluding the contract.

Removed the section of the previous terms (STE2019 1.22.) concerning compliance with the Electricity Market Act, as operators must comply with the law.

### 2. Concluding a contract for electricity supply

2.4.2. Removed unnecessary mention of the binding nature of the electronic contract. An electronically concluded contract is binding.

2.4.1. and 2.4.3. Due to a legal amendment, removed the requirement to inform the consumer of the energy consumer's checklist in connection with the contract or the contract confirmation, as well as the website address of the Energy Authority where it is available.

2.4.3. Updated the section to include the option of sending a contract confirmation in accordance with Section 1.18. also electronically without a separate contract. The contract confirmation must be sent either to the address of the delivery site, to another address indicated by the user or to another agreed channel of communication. In addition, clarified that the notification period under the Electricity Market Act is at least three weeks.

2.4.4. and 2.4.5. Added the main points of the post-confirmation procedure for telephone sales in accordance with Chapter 6, Section 12 of the Consumer Protection Act and noted that the consumer does not have the right to comment the contract concluded by telephone as mentioned in the Electricity Market Act if the consumer has accepted the contract after telephone conversation.

2.7. Clarified that the clause on the restriction of changing electricity products does not apply to fixed-term contracts.

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2.8.3. and 2.9. Noted new service providers of customers, i.e. independent aggregators, in accordance with electricity market legislation. The customer may also agree on the restrictions of the availability of electricity with an independent aggregator, and this must be notified to the open supplier.

### 3. Security or advance payment

3.11. Clarified the section by excluding consumers from pre-invoicing.

Deleted clause (STE2019 3.12.) that would allow consumers to invoice in advance. The section is contrary to the current Electricity Market Act.

### 4. The DSO's rights and obligations concerning electricity sales and issues related to network service

4.6. Added a new clause of terms, according to which the same electrical equipment cannot be part of more than one place of electricity use simultaneously or alternatively. However, this clause of terms does not apply to the places of electricity use, nor to the places of electricity generation with a nominal capacity of up to 100 kVA or less, which are metered by the same electricity meter of the DSO in accordance with the legislation on metering.

4.7. With regard to sub-measurements, it is noted that electrical installations shall be carried out in such a way that interruption of electricity supply to one place of electricity use does not affect the electricity supply to other places of electricity use, unless otherwise separately agreed. This clause of terms does not apply to the places of electricity use, nor to the places of electricity generation with a nominal capacity of up to 100 kVA or less, which are metered by the same electricity meter of the DSO in accordance with the legislation on metering.

4.8. It is noted that the electricity use or generation at the place of electricity use shall not exceed the maximum current (fuse size) or the agreed maximum capacity specified in the supply contract for network service or connection contract. If the network contract specifies a lower maximum current or maximum capacity than the connection agreement, the lower maximum current or maximum capacity shall apply.

4.9.2. Added electric vehicle charging equipment and energy storage systems to the list of equipment requiring advance clarification.

4.11. Specified that the user/contracting parties shall notify each other without delay of all faults and disturbances they have detected in their electrical installations and equipment.

### 5. Metering of electricity and the metering equipment

5.1. Clarified that the DSO shall not be responsible for organising metering of the internal distribution of electricity use.

### 6. Reading of the meter and transfers of metering data

6.4. Added that the DSO is also entitled to estimate the metering data of electricity generation.

### 7. Invoicing and payments

7.1.1. and 7.1.2. Updated the clauses concerning the vendor's invoicing to comply with the new legislation by adding a mention of the electricity consumption data maintained by the centralised information exchange system for electricity market.

7.6., 7.6.1., 7.6.4., 6.5. and 6.6.5. Clarified the definition of a metering error and the wording for charges.

### 9. Commencement of electricity supply and delays in it

9.2. Added to the section on the prerequisites for commencing the supply of electricity that the term references 2.2. and 2.3. are exemplary.

9.4.1. Specified that no compensation shall be paid for damages caused by delay in commencement of the electricity supply if the commencement of the electricity supply is delayed because the user has not confirmed to the DSO the enabling of a safe connection of electricity supply when requested by the DSO.

### 11. Compensation of damages

11.6. Clarified in case of misunderstandings that the consumer's right to receive compensation for damage caused to their family or family member applies to those living in the same place of electricity use.

### 12. Standard compensation

12.1. and 12.2. Clarified to correspond to the current electricity market legislation. The vendor will not pay standard compensation if the interruption is attributable to the vendor. Standard compensation will only be paid for an interruption of the network service.

12.3. and 12.4. Updated the new standard compensation limits, which entered into force on 1 January 2024, to comply with the Electricity Market Act and harmonised the terminology.

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### 13. Changing the terms of contract and prices

13.5. Removed the option to change prices in accordance with this clause.

13.9. Amended the section about sending a notification to take into account the different ways of using the service. The notification is to be sent to the address of the place of electricity use, some other address provided by the user, or other service channel agreed on; it can be included, for example, in an invoice to be sent to the user.

### 15. Expiration of the contract for electricity supply

15.2.4. When terminating a fixed-term contract, the user is required to provide proof of the move at the vendor's request.

15.4.3. Clarified that the vendor may not terminate the consumer's contract subject to the obligation to deliver. The vendor may terminate at three months' notice the contract, subject to obligation to deliver, of a user that is not a consumer.

15.5. The user's 15-day right (in case of the consumer, 30-day right) to terminate a contract that is valid indefinitely due to changes in the terms of prices is calculated from the moment the notification of changes is sent. In addition, removed an unclear sentence that stated that the user does not have the right to terminate a fixed-term contract.

15.8. For clarity, international sanctions are noted in the terms concerning the termination of the contract. Moving forward, the vendor has a right, at its discretion and without liability for compensation, to terminate the sale contract immediately when the user is subject to international sanctions imposed by legislation or by the authorities. The vendor shall also be entitled to demand that the user compensate for any damages incurred by the vendor as a result of the termination of the contract.

15.10. Updated the section to reflect industry practices. Moving forward, the notification in writing of the termination of the network contract will only be sent to the user.

### 17. Customer service and dispute resolution

17.1. Added as a new section, in accordance with the guidelines of the consumer authorities, the basic principles for the availability of customer service. The consumer has the right to receive customer service from the vendor within a reasonable time through various channels.

17.2. Instructed consumer customers to contact the Consumer Advisory Services before submitting a request for resolution to the Consumer Disputes Board.

17.3. Added the right of business customers in accordance with the law to bring any disputes concerning the interpretation of the contract to the Energy Markets Disputes Board for consideration, as stipulated by legislation.

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