



## Helen Oy terms and conditions of electricity sales for small businesses

These terms shall be appended to the electricity sales contract (Contract) between Helen Ltd (Vendor) and the Customer concerning a specific place of electricity use. These terms shall be applied to business customers with maximum annual electricity consumption of 300 000 kWh. These terms shall not be applied to business customers, more than half of whose electricity consumption in the place of electricity use covered by the Contract is used for private purposes.

### 1. Commencing the electricity supply

In order to start supplying electricity to the places of electricity use specified in the Contract on the agreed day, the Customer will have to provide the Vendor with the required information at least 21 days before the agreed start date of supply.

With this Contract, the Customer authorises the Vendor to seek any insufficient information about the place of electricity use on behalf of the Customer for a fee complying with the Vendor's general service price list. The Customer shall issue a separate assignment on this work. The Customer shall also bear any other expenses related to this seeking of insufficient information. The Customer shall be responsible for ensuring that the metering arrangements, including data communication connections, at the place of electricity use covered by the Contract will comply with the electricity market legislation throughout the Contract period. Otherwise, the Vendor may have to exclude the place of electricity use from the Contract.

When the electricity market legislation requires changes to be made in the metering method, the Customer shall agree on the implementation of the changes at the place of electricity use with the local distribution system operator and deliver to the Vendor the information on the place of electricity use 45 days before the start date of supply.

To start the supply according to the Contract, it is also required that there is no valid contract with another electricity vendor at the place or places of electricity use covered by the Contract on the day of starting electricity supply. If the start date of supply is delayed for a reason attributable to the Customer, the Vendor shall have the right to always receive full

compensation for the losses incurred (e.g. the value of electricity procured in advance).

With this Contract, the Customer authorises the Vendor to take care of the practical arrangements related to the change of electricity vendor without a separate mandate.

### 2. Verifying the amounts of electricity

The supplied amounts of electricity are verified with the metering data provided by the distribution system operator and other metering responsible parties. If any shortcomings or errors are detected in the metering data, the supplied amounts of electricity are verified in this respect by estimating them on the basis of metering values for the previous billing period or other reliable information.

The Contract and its pricing are based on the amounts of electricity use notified by the Customer to the Vendor at the time of concluding the Contract or obtained from the system operator or the previous electricity vendor. If the actual electricity use does not correspond to the notified amount of electricity use or if it deviates from it by more than five per cent, the Vendor shall be entitled to terminate the contract.

### 3. Conclusion of the Contract

The Contract is concluded when the Customer has accepted the Vendor's offer in writing or verbally. The Contract is only meant for business customers. If the Contract has been drawn up between the Vendor and a consumer customer, the Vendor shall have the right to transfer the contract to the Helen Basic Electricity contract valid until further notice. The consumer customer is notified of the change 30 days before the change enters into force, at which time the consumer customer has a 14-day right to give notice.

### 4. Changes in the Customer's ownership and legal position

The Customer is obliged to notify the Vendor at the latest within 3 days of any changes taking place in the company's ownership and legal position, such as changes in the form of business, merger, or division. In the case of placing the company in liquidation or submitting an application on reorganisation, the Customer must notify the Vendor by the next working day from the application at the latest.



## 5. Credit check, security or advance payment

Before the Contract enters into force and during the validity of the Contract, the Vendor shall have the right to check the Customer's credit data and have access to the Customer's audited accounts for the previous financial year. If, on the basis of the credit check, the Customer's financial standing is deemed to be insufficient and if the Vendor finds it necessary, the Vendor is entitled at any time to require a sufficient security or advance payment to be arranged or to increase the amount of an existing security or advance payment paid to the Vendor.

The amount of security or advance payment must be sufficient in order to cover the overall risk of the Contract during the contract period. If the Customer has several contracts with the Vendor, all contracts are regarded as one entity with respect to securities or advance payments, and the security or advance payment may be used for meeting any contractual obligations. The Vendor shall be entitled to terminate the Contract if the Customer will not issue a security or make an advance payment within the specified time at the Vendor's request.

The Customer is obliged to pay for any electricity they have used until the time of terminating the Contract according to the contract prices, as well as the costs arisen from any termination procedure (e.g. the costs of electricity already procured).

## 6. Payment term and interest on overdue payments

Any complaints about bills must be made in writing within 7 days of the date of the bill.

The Vendor shall reserve the right to change the billing frequency.

With respect to overdue payments, the Vendor shall be entitled to charge interest on overdue payments in addition to the missing payments, which is applied by the Vendor at any given time, starting from the due date of the bill. The Vendor shall also be entitled to claim compensation for costs arising from the delay, also including the costs of sending a reminder and implementing debt collection.

## 7. Breach of Contract

If the Customer neglects to pay the overdue payments, securities or the advance payment, the Vendor is entitled to suspend the electricity supply to the Customer. The Vendor is also entitled to suspend the electricity supply if the Customer in any other way materially neglects to comply with the terms of Contract.

If the Customer has not paid an overdue bill, the Vendor may send a payment reminder including a warning of disconnecting the electricity supply. The disconnection warning will state the time when electricity supply will be suspended unless the bill has been paid in full by that date. The Vendor must not suspend the supply of electricity until after 5 working days from sending the disconnection warning to the billing address given by the Customer. The disconnection may be carried out sooner than this in case of bankruptcy or similar liquidation. After the suspension, electricity supply shall continue once all of the Customer's outstanding bills, including interest and expenses, have been paid.

If the Vendor is entitled to suspend the electricity supply by virtue of the above chapter, the Vendor is also entitled to terminate the Contract.

## 8. Notifications concerning the Contract

The Vendor shall send to the Customer the notifications concerning the Contract (e.g. order confirmation, confirmation of contract, termination of contract, disconnection warning, price changes, amendments to the terms of Contract) primarily by email or text message. Alternatively, notifications can be sent to the Customer's billing address. The Customer shall be responsible for keeping their contact details up to date.

## 9. Recording of telephone calls

The Vendor shall be entitled to record telephone calls related to the implementation of the Contract.

## 10. Damages

Both of the contracting parties are entitled to compensation for direct damage that the injured contracting party shows to have suffered as a result of negligent or wilful material breach of contract by the other contracting party.



The liability for damages is limited to the payments made under the Contract for each calendar year; however, to a maximum of EUR 8,500, with the exception of cases in which it is proven that the contracting party breaching the contract has acted through gross negligence or intentionally or has breached the sanction obligations. However, in connection with a premature conclusion of the Contract, the Vendor is always entitled to full compensation for the losses incurred (e.g. the value of electricity procured in advance).

The contracting parties are not liable to each other for indirect or consequential damages, such as interruption to production or loss of profit, or for any loss incurred.

#### 11. Confidentiality and professional secrecy

The contracting parties shall agree to keep confidential all materials and information received from one another and not to use them for purposes other than those referred to in this Contract or required by the authorities.

The contracting parties shall make sure in their own areas of responsibility that provisions concerning data protection or other non-disclosure and the regulations issued by the authorities are observed. The contracting parties are entitled to provide unspecified statistical information to organisations in their branch of industry. The contracting parties understand that this contract entity does not include personal data other than the contact details of the contact persons.

The Customer shall undertake not to pass any material and information it has received (incl. analyses and reports) or disclose their content to third parties, including electricity vendors, consultants, or other providers of electricity portfolio management services. The Customer shall agree to keep confidential the contents of this Contract.

The confidentiality obligation of the contracting parties shall also continue for three years after the termination of the Contract.

The Customer shall give their consent to the Vendor to use the Customer's name, scope of electricity supply and the duration of customer relationship as reference data in the marketing of similar services.

#### 12. Other terms

In other respects, product-specific terms valid at any given time and the terms of electricity sales and terms of electricity supply (SME 2014 and STE 2019 are valid at the time of drawing up the Contract) shall be complied with. If the terms are mutually contradictory, the product-specific terms shall take precedence, to be followed by these terms, and after that the terms of electricity sales and terms of electricity supply valid at any given time shall be complied with.

#### 13. Law and jurisdiction

This Contract shall be subject to Finnish law. Any disputes arising from this Contract shall be ultimately settled through arbitration according to the expedited arbitration rules of the Finland Chamber of Commerce. The place of arbitration is Helsinki and the language to be used is Finnish. However, disputes concerning payment obligations based on the contract may be settled in the District Court of Helsinki.