

## EL 2012 K (rev 2)

### GENERAL CONDITIONS FOR SALE OF ELECTRICITY TO DOMESTIC CONSUMERS

#### GENERAL CONDITIONS prepared by Energiföretagen Sverige following agreement with the Swedish Consumer Agency.

#### 1. Introductory provisions

1.1 These general conditions relate to the sale of electricity to domestic consumers. Different conditions apply for the sale of electricity to anyone conducting business operations or other similar activities.

1.2 These general conditions apply until further notice.

The party that prepared these general conditions may, following deliberations with the Swedish Consumer Agency, amend the conditions. The electricity trading undertaking is entitled to introduce such amendments. When the electricity trading undertaking introduces such amendments, the new conditions may not start to apply until two months have elapsed since a separate notification of the amendments has been sent to the consumer.

1.3 In these general conditions

- *nominated electricity trading undertaking* means the electricity trading undertaking that sells electricity to a consumer who does not personally select electricity trading undertaking. The nominated electricity trading undertaking is appointed by the electricity network undertaking.

- *balance controller* means a party who, through an agreement with the system management authority, has undertaken the financial responsibility for input into the electricity system of as much electricity as is taken out at the consumer's outtake point.

- *electricity trading undertaking (electricity supplier under the Electricity Act (1997:857))* means the undertaking from which a consumer buys their electricity.

- *electricity network undertaking (network concessionaire under the Electricity Act)* means the undertaking that pursuant to a network concession connects and transmits electricity for the consumer.

- *consumer* means a natural person to whom electricity is sold for purposes that mainly fall outside business operations.

- *network concession* means a licence to run, use and maintain electrical cables in the area where the consumer's installation is located.

- *system management authority* means the authority, Affärsverket svenska kraftnät (hereafter Svenska kraftnät), which has the overall responsibility to ensure that the generation and consumption of electricity in Sweden is in balance.

- *outtake point* under the Electricity Act means the point at which a consumer, who has a contract with an electricity network undertaking, takes out electricity for consumption.

1.4 repealed by decision 10 October 2018.

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- 1.5 Any party that has a claim against the other party is entitled to interest in accordance with the Interest Act (1975:635).

### **2. Electricity sales**

#### Sales obligation general

- 2.1 The electricity trading undertaking undertakes to sell electricity to the consumer on the following conditions.
- 2.2 If the electricity trading undertaking or the consumer so wishes, written notification shall be given or a written contract entered into regarding the sale.

A contract between a consumer and an electricity trading undertaking shall include information about

1. the name, address, telephone number and website of the electricity trading undertaking,
2. the obligations of the electricity trading undertaking in relation to the consumer,
3. when the contract was entered into and at what point the electricity trading undertaking plans to take over the supplies to the consumer,
4. where the consumer can find information about the electricity trading undertaking's prices and other conditions,
5. invoicing and payment conditions,
6. the period for which the contract runs or if it runs until further notice,
7. what applies in respect of extending a contract where the contract runs for a certain period,
8. conditions for giving notice terminating the contract,
9. how compensation is calculated when giving notice terminating a contract prematurely where a contract runs for a certain period,
10. conditions for compensation if the electricity trading undertaking has not satisfied its obligations under this contract, and
11. how the electricity trading undertaking provides the additional consumer-related information specified in Chapter 11, Section 18 of the Electricity Act on its website and, upon request, by other means.

The consumer shall be provided with this information, together with information about the contract conditions, before the contract is entered into or confirmed.

If the information under the second paragraph is not provided in writing or some other permanent form, the electricity trading undertaking shall provide the consumer with information in such form within reasonable time. This information shall also include information about unit prices laid out in accordance with the Swedish Consumer Agency's regulations on price information.

#### Distance and off-premises sales

- 2.2 A For contracts concluded at a distance or off-premises, prior to the conclusion of a contract, information other than that specified in clause 2.2 shall be provided in accordance with Chapter 2, section 2 of the Act (2005:59) on distance and off-premises contracts (Distance Contracts Act) as set out in Chapter 2, sections 3 and 5, respectively, of the same law. If the electricity undertaking contacts the consumer by telephone on its own initiative with a view to concluding a distance contract (direct telephone sales), the electricity undertaking must also, before concluding a contract, provide the information set out in Chapter 2, section 3a Distance Contracts Act.

In the case of direct telephone sales, in accordance with Chapter 2, section 3a Distance Contracts Act, the electricity undertaking must confirm its offer in a document or other readable and durable format that is accessible to the consumer. In the case of such telephone sales, contracts are concluded by the consumer accepting the offer in writing. The offer is accepted in the manner specified by the electricity undertaking,

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for example by letter, email or SMS. If such acceptance is not given, the contract is invalid. The confirmation of the offer by the electricity undertaking must indicate that contracts which have not been concluded in this way are invalid and that the consumer is not obliged to pay for services under the contract.

When a distance contract is concluded, the electricity undertaking must provide the consumer with a confirmation of the contract within a reasonable period of time. The confirmation must be provided in a document or in any other readable and durable format accessible to the consumer and must also include the information specified in the second paragraph of clause 2.2 and the first paragraph, first sentence of 2.2 A, unless the information has already been provided in such a manner.

When contracts are concluded off-premises, the electricity undertaking must provide the consumer with a copy of the signed contract or a confirmation of the contract. The copy or confirmation must be provided in a document or, if the consumer consents, in another readable and durable format accessible to the consumer.

### Cooling-off period

2.2 B In the case of contracts concluded at a distance or off-premises, the consumer is entitled to withdraw from the contract (right of withdrawal) by submitting or sending notice of this to the electricity supplier within a certain period of time (cooling-off period).

When a distance contract is concluded, the cooling-off period is 14 days and begins on the day the contract is concluded, provided that the consumer has been informed of the right of withdrawal under Chapter 2, section 2, paragraph 1, point 9 Distance Contracts Act, as specified in Chapter 2, section 3 of the same law.

When a contract is concluded off-premises, the cooling-off period is 14 days and begins on the day the contract is concluded, provided the consumer has been informed of the right of withdrawal under Chapter 2, section 2, paragraph 1, point 9 Distance Contracts Act, as specified in Chapter 2, section 5 of the same law. This information must be provided to the consumer at the time the consumer receives a copy of the signed contract or in a confirmation of the contract.

### Sales obligation miscellaneous

2.3 The electricity trading undertaking shall, in accordance with statute, inform the consumer about:

- each individual energy source's share of the average composition of energy sources used to generate the electrical power that the electricity trading undertaking sold during the immediately preceding calendar year
- the impact on the environment in the form of carbon dioxide emissions and the quantity of nuclear waste resulting from the generation of the electricity sold.

2.4 The electricity trading undertaking is responsible for ensuring that there is a balance controller for the consumer's outtake point.

Under the Electricity Act, the electricity trading undertaking may only sell electricity at the outtake point if there is a balance controller for this point.

If the electricity trading undertaking at some stage is unable to ensure that there is a balance controller, the undertaking shall immediately notify this to the consumer and electricity network undertaking.

2.5 A change of electricity trading undertaking shall be implemented without a special cost for the consumer.

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- 2.6 The electricity trading undertaking shall notify the electricity network undertaking that it will commence selling electricity at the consumer's outtake point and shall also state who has undertaken the balance control responsibility for this supply. This notification shall be given no later than 14 days before the sale starts in order for the sale to take place on the date agreed by the electricity trading undertaking and the consumer.

### Commitments of the consumer

- 2.7 The consumer is responsible for having the necessary contract for transmission of electricity with the electricity network undertaking.
- 2.8 Unless otherwise specifically indicated by these conditions, the consumer shall pay for all of the electricity consumed at the outtake point. The payment obligation also covers electricity that the consumer has been unable to make use of owing to faults within their own installation or for other reasons that are not attributable to the electricity network undertaking or the electricity trading undertaking.

### Impediments to the performance of the contract

- 2.9 A party is not liable to perform the contract if performance is substantially impeded as a consequence of impediments over which they have no control. Impediments are deemed to include war, public authority decisions, disruptions to public transport services, extreme weather conditions or other events of an exceptional nature that have a substantial impact on the performance of the contract and which a party could not have anticipated and whose adverse effects a party could not reasonably have overcome.

### Compensation for damage/injury, etc.

- 2.10 If a consumer complains that a change of electricity trading undertaking has not been implemented in the proper manner or at the proper time, the electricity trading undertaking that gave notice of the exchange is responsible for the matter being investigated, following consultation with the consumer's electricity network undertaking. The electricity trading undertaking shall also notify the consumer of the cause of the error. Unless there are special reasons, such notification shall be given to the consumer within fourteen days from when the consumer contacted the electricity trading undertaking.
- 2.11 If the electricity trading undertaking has not performed its obligations in conjunction with the takeover or start of electricity supplies and this is due to circumstances that lie within the control of the electricity trading undertaking, the consumer is entitled to compensation from the electricity trading undertaking for any damage/injury that thereby arises.

If a consumer shows that it is probable that they have been adversely affected by damage/injury, but that the amount of the damage/injury does not amount to SEK 100 per outtake point and loss occurrence, the consumer shall nonetheless receive compensation of SEK 100. In order for compensation of a higher amount to be paid, the consumer must substantiate the damage/injury and its extent.

- 2.12 If the transmission is discontinued owing to the consumer's neglect, but the electricity trading undertaking did not have legal grounds to request disconnection of the consumer's installation from the network, then the consumer is entitled to compensation from the electricity trading undertaking for any damage/injury.
- 2.13 If the electricity trading undertaking does not perform the contract entered into with the consumer, the consumer is entitled to compensation for the damage/injury they have suffered unless the electricity trading undertaking shows that the failure to perform the contract results from an impediment outside its control and which the undertaking could not reasonably have been expected to have anticipated and whose consequences it could not reasonably have avoided nor overcome.
- 2.14 The right to compensation does not include damage/injury attributable to business operations.

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2.15 The party suffering the loss shall implement reasonable measures in order to mitigate their loss. If the party fails to do so, the compensation may be reduced by a corresponding extent.

### **3. Metering, collection and reporting of meter values, and also invoicing**

#### Metering

3.1 The consumer's consumption will be recorded by the electricity network undertaking's meters or by meters approved by the electricity network undertaking. Provisions regarding metering are contained in legislation and also in the consumer's contract with the electricity network undertaking.

#### Collection and reporting of meter values, and also invoicing

3.2 Collection and reporting of meter values shall take place in accordance with statute or in the manner in which the parties have entered into a special agreement on.

3.3 Invoicing shall refer to the metered quantity of electricity transmitted.

If meter values have not been collected or they are incorrect, and this is due to circumstances that lie outside the control of the electricity trading undertaking and whose consequences the undertaking could not reasonably have avoided nor overcome, preliminary invoicing may take place and be based on the estimated quantity of electricity transmitted. The estimated quantity of electricity transmitted shall then be determined with the guidance of the consumer's previously known consumption and other circumstances, like, for example, changes notified by the consumer that it may be assumed would affect the quantity of electricity transmitted.

Invoicing shall be effected at least every quarter. However the consumer is entitled to choose monthly invoicing.

If the electricity trading undertaking was not entitled to issue the consumer with a preliminary invoice under the second paragraph, but this has nevertheless occurred, the consumer is entitled to an instalment payment plan, without charge or interest, regarding the reconciled amount where the number of instalments relates to the time that the default endured.

If preliminary invoicing has lasted for more than eight months counted from the last invoice based on meter values collected, the reconciliation invoice shall be reduced by 15 per cent of the difference between what was finally and preliminarily invoiced, respectively. Furthermore, the consumer is entitled to an instalment payment plan, without charge or interest, regarding the reconciled amount, where the number of instalments relates to the time that the default endured.

If the agreed invoicing has not been effected and this is due to the electricity trading undertaking, the consumer is entitled to an instalment payment plan, without charge or interest, where the number of instalments relates to the number of invoices missed.

If the agreed invoicing has not been effected at all for a certain period and this is due to circumstances that lie within the control of the electricity trading undertaking, the electricity trading undertaking is not entitled to require payment for claims that are more than twelve months old.

When reconciling invoicing that has been based on estimated meter values (preliminary invoicing), the reconciliation following the collection of meter values (final invoicing) shall be effected with account taken to the various prices that have applied for the period covered by the reconciliation. Unless there are special reasons for applying another basis of estimation, the estimate shall thereupon be conducted as if the consumer's consumption followed normal consumption patterns for that category of consumer.

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If there is reason to assume that the consumer has paid invoices in good faith where there was reason to believe that such invoices were final for a particular period of time, there is no further liability to pay for such period.

When the contractual relationship ceases, the consumer shall receive a final invoice within six weeks from the day on which the supply stopped. No further invoices may be issued after the electricity trading undertaking has sent a final invoice. Unless extraordinary reasons apply, the final invoice shall be based on meter values collected.

3.4 The electricity trading undertaking shall be granted access to the metering equipment available to the consumer following consultation with the consumer.

3.5 If the metering equipment is not working or if it has recorded consumption other than the real consumption or if an error has been made during collection of meter values, the electricity network undertaking shall estimate the quantity of electricity that has been transmitted in consultation with the consumer and the electricity trading undertaking. This estimate shall form the basis of the electricity trading undertaking's invoicing.

If consumption has been estimated in accordance with the preceding paragraph, the electricity trading undertaking shall give notice of this to the consumer no later than in conjunction with the invoicing.

3.6 Estimated consumption in accordance with the provisions of Clause 3.5 shall be determined with the guidance of the consumer's previously known consumption at the outtake point and other circumstances that may have affected consumption.

3.7 If the estimated consumption in any of the above-mentioned cases is based on incorrect assumptions, the incorrectly invoiced charge shall be adjusted without delay after the error was observed. If only a minor sum is involved viewed in relation to the annual charge, the adjustment shall normally be made when invoicing next occurs, unless the consumer requests a separate payment.

## **4. Payment and collateral**

4.1 Payment shall be received by the electricity trading undertaking no later than on the due payment date stated in the electricity trading undertaking's invoice, which shall be no earlier than 20 days after the electricity trading undertaking has sent the invoice. As a main rule, the due date should fall at the earliest on the 28<sup>th</sup> day of a month.

4.2 An electricity trading undertaking may not treat a consumer unfairly solely on the grounds of the method of payment chosen by the consumer.

4.3 If payment is not made by the due payment date, the electricity trading undertaking, unless otherwise agreed in writing, is entitled to demand from the consumer, besides the amount of the invoice, interest under the Interest Act from the due date for payment stated in the invoice together with compensation for any costs associated with the delay. This also includes costs for written payment reminders and costs for the enforcement of payment or other obligations.

4.4 If the electricity trading undertaking, at the time the contract is entered into, has reasonable cause to fear that the consumer will not perform their payment obligations, the electricity trading undertaking is entitled to request acceptable collateral for any sales. Reasonable cause may, for example, be underpayments or delays regarding previous payment obligations to the electricity trading undertaking or knowledge that the consumer has incurred payment default registrations.

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If the consumer has neglected their payment obligations to the electricity trading undertaking during the term of the contract, the electricity trading undertaking is entitled to request acceptable collateral for future supplies.

If the electricity trading undertaking is entitled to request collateral in accordance with the first or second paragraphs, the electricity trading undertaking is also entitled to require monthly invoicing.

Collateral may not comprise a greater amount than a sum corresponding to four months' estimated charges for the supply.

If the consumer has satisfied their payment obligations at the proper time for a period of six months from when the collateral was furnished, the collateral provided shall be returned.

If the consumer has furnished collateral in accordance with this clause, the funds deposited shall be placed into an interest-bearing account, to be held separately from the electricity trading undertaking's own funds.

### **5. Breach of contract**

- 5.1 The Electricity Act contains special provisions regarding the electricity trading undertaking's right to discontinue the supply of electricity owing to the consumer's breach of contract.

The supply is discontinued by the electricity network undertaking disconnecting the consumer's installation from the network at the electricity trading undertaking's request.

- 5.2 The supply of electricity may be discontinued if the consumer neglects their obligations and the default constitutes a fundamental breach of contract.

Before the supply of electricity is discontinued, the consumer shall be urged to implement rectification within a reasonable time and, in cases other than those referred to in Clause 5.3 below, notified that the supply of electricity may otherwise be discontinued. If rectification is implemented, the supply may not be discontinued.

After a contract has been concluded, a discontinuation may not be effected solely on the grounds that the consumer has not furnished collateral.

If the circumstances give cause to fear that a discontinuation of the supply would involve not insignificant personal injury or substantial property damage, the supply of electricity may not be discontinued. However, this does not apply if the consumer has acted improperly.

- 5.3 If the breach of contract comprises the consumer neglecting to pay for their consumption of electricity, besides that provided by Clause 5.2, the consumer shall, when the time for rectification has expired, be urged to pay within three weeks from when they were served with the demand and a notification that the supply may otherwise be discontinued. Notification regarding the non-payment shall at the same time be submitted to the social welfare committee in the municipality where the consumer receives the electricity supplied.

The supply may not be discontinued if payment is made or if the claim is disputed. Nor may the supply of electricity be discontinued if the social welfare committee, within the time stated in the first paragraph, has given notice in writing to the party that gave notice that the committee will assume the payment obligation for the debt. In order for a claim to be deemed disputed, it is required that the consumer submitted a legally relevant material objection. Such a submission ought to be in writing.

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If the claim is the subject of a dispute, the supply of electricity may not be discontinued. This means that the consumer must pay that part of the claim that the consumer and the electricity trading undertaking agree that the consumer should pay. That part that is disputed need not be paid before the dispute has been determined.

5.4 When the electricity trading undertaking is entitled to discontinue the supply in accordance with Clauses 5.2-5.3, the undertaking is also entitled to revoke the contract. If the electricity trading undertaking revokes the contract, it shall immediately notify the electricity network undertaking.

5.5 If the consumer has entered into a fixed-term contract and breaches it, without having grounds for revocation according to Clause 5.6, by entering into a new contract with another electricity trading undertaking, the consumer shall compensate the former electricity trading undertaking. This compensation must correspond to no more than what the electricity trading undertaking can demonstrate it will suffer during the remaining term of the contract.

Such compensation shall be calculated in accordance with the principles that according to Clause 2.2 shall be specified in the electricity trading undertaking's contract with the consumer.

5.6 If the electricity trading undertaking neglects its obligations and the default involves a fundamental breach of contract, the consumer is entitled to revoke the contract. However, the electricity trading undertaking shall be afforded an opportunity to implement rectification within a reasonable time before revocation may be effected.

If the consumer revokes the contract, the electricity trading undertaking shall immediately notify the electricity network undertaking of the revocation.

## **6. Supply obligation, term of validity, amendments and supplements**

6.1 Unless otherwise agreed, the contract shall cease no later than 14 days following notice of termination given by the consumer. The consumer is entitled to terminate the contract either verbally or in writing.

The electricity trading undertaking's obligations to supply electricity to the consumer's outtake point is regulated by the Electricity Act. The supply obligation ceases if the consumer stops taking out electricity at the outtake point, if some other electricity trading undertaking starts to supply electricity to the consumer at the outtake point, or if the consumer commits such a breach of contract that entitles the electricity trading undertaking to request that the electricity supply is discontinued in accordance with the provisions of the Electricity Act.

In the event that the electricity trading undertaking and the consumer have concluded a fixed term contract for the supply of electricity, the electricity trading undertaking shall no earlier than 90 days and no later than 60 days prior to the expiry of the contract inform the consumer of the expiry date of the contract and the consequences thereof.

6.2 An electricity trading undertaking that intends to amend the conditions for a contract with a consumer that runs until further notice shall notify the consumer of the amendment. This notice shall be given through a special notification to the consumer. The notification shall state that the consumer is entitled to give notice terminating the contract. If the consumer then chooses to give notice terminating the contract, there shall be a maximum period of notice of one month for the consumer. Such notice of termination shall be given no later than one month prior to the new conditions entering into force.

The new conditions may not start to apply less than two months after the notification has been sent.

Such an amendment of conditions also covers an amendment of the conditions concerning how the price is calculated or that the electricity trading undertaking is applying a larger increase than previously.

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When there has been a price increase, the consumer shall be notified of this in the next invoice from the electricity trading undertaking. This shall show when the price amendment entered into force and how the price was amended.

- 6.3 When there is a price change, the new price is to be applied on the basis of either the meter value collected, provided the collection takes place within a reasonable time from the date of the change, or meter readings estimated on reasonable grounds.

## **7 Information, guidance and dispute resolution**

- 7.1 The electricity trading undertaking shall provide clear information on its website about

- the consumer's rights,
- how the consumer shall go about making a complaint,
- which bodies the consumer can turn to for information or dispute resolution, and also
- independent user advice, where the consumer can obtain advice about the energy efficiency measures and comparison profiles available.

This information shall be provided in another way at the request of the consumer.

The electricity trading undertaking shall on or in conjunction with the invoice refer to information under the first paragraph being available on the electricity trading undertaking's website and that it can on request be provided in some other way.

- 7.2 The consumer may refer to the Swedish Consumer Energy Markets Bureau or the consumer advice officer for information and guidance.
- 7.3 Disputes regarding the validity, interpretation and application of these conditions shall in the first instance be determined by negotiations between the parties. If such negotiations do not result in the dispute being resolved, the dispute may, at the request of the consumer, be considered by the National Board for Consumer Complaints. The dispute may also be considered by a general court or other body that is competent according to statute.
- 7.4 If a dispute is pending at any of the above-mentioned bodies, an action to collect the debt to which the dispute refers may not be taken before the dispute has been finally determined.