

NÄT 2009 K

GENERAL CONDITIONS FOR THE CONNECTION OF ELECTRICAL INSTALLATIONS TO ELECTRICITY NETWORKS AND THE TRANSMISSION OF ELECTRICITY TO SUCH INSTALLATIONS (domestic consumers)

GENERAL CONDITIONS prepared by Svensk Energi following agreement with the Swedish Consumer Agency.

1. Introductory provisions

- 1.1 These general conditions relate to the connection of electrical installations and the transmission of electricity to such installations, where the proprietor of the installation is a domestic consumer. Different conditions apply for the connection and transmission of electricity to a party 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 network undertaking is entitled to introduce such amendments. The electricity network undertaking shall notify the consumer of the amendments at least three months before they enter into force.

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)* 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 mainly transmitted for purposes that fall outside business operations.

- *consumer's installation* means the installation for consumption of electricity within the property/dwelling after the outtake point.

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

NÄT 2009 K

- *fuse limiter housing* means that part of the fuse housing equipment that limits the amount of the cartridge fuse link (fuse) that can be used.

- *consumer profile computation* means the calculation of the amount of electricity transmitted and its distribution over time that an electricity network undertaking makes within a geographical area determined by an authority in respect of customers subscribing to a fuse of 63 amperes at most and who are not subject to a special agreement where supply is measured by the hour.

- *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 The electricity network undertaking is, under the Personal Data Act (1998:204), the controller for the personal data processed in accordance with this clause.

Personal data provided to the electricity network undertaking will be processed to enable it to perform contracts entered into or obligations applicable according to statute or other enactment.

Furthermore, personal data may be used for market analyses, statistics and to evaluate and provide information about services and products. Personal data may also be processed for marketing purposes by both the electricity network undertaking and group undertakings together with the collaborating partners of such undertakings.

A consumer who does not wish to have personal data processed for marketing purposes may notify the electricity network undertaking at any time to prevent such processing.

Personal data can be disclosed to and collected from subsidiaries and other companies within the group and collaborating partners for the purposes specified above. Information may also be obtained from public and private records in order to update personal data.

The consumer is entitled, upon request, to obtain information free of charge once per year regarding the data that has been registered concerning them and the purposes for which this information has been processed. The consumer can also request rectification of erroneous data concerning the consumer.

A request for such information or for rectification shall be signed by the consumer in person and addressed to the electricity network undertaking.

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

NÄT 2009 K

2. Connection of electrical installations

Connection and transmission

- 2.1 These conditions apply to connections to the electrical supply system and the transmission of electricity to the consumer's outtake point. The electricity network undertaking shall apply the provisions on prices applicable from time to time.
- 2.2 If the electricity network undertaking or the consumer so wishes, written notification shall be given or a written contract entered into.
- 2.3 The electricity network undertaking shall determine voltage and type of power. The electricity network undertaking shall compensate the consumer for any costs in connection with the exchange of equipment, etc. Any change in value that may have arisen shall be taken into account.

Impediments to the performance of the contract

- 2.4 A party is not liable to perform the contract if the 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 circumstances 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.

Even if the electricity network undertaking is not liable to perform the contract in accordance with the first paragraph, the consumer is still entitled to damages in the event of the discontinuation of transmission as referred to in the Electricity Act (1997:857) as shown in Clauses 2.9 - 2.11 below.

- 2.5 According to the Electricity Act, the electricity network undertaking is liable to discontinue or limit the transmission of electricity to the consumer's outtake point if the system management authority requests that the outtake of electricity in the area should be limited or discontinued.
- 2.6 The electricity network undertaking is entitled to discontinue the transmission of electricity in order to take any measures justified for electricity safety reasons or for maintaining good operational and supply security. The discontinuation may not, in any event last, for any longer than required by the measure.
- 2.7 If the electricity network undertaking is able to anticipate that the discontinuation to transmission may last for more than a short time, the consumer shall be notified of this in good time by a personal notification or when appropriate by public notice.

NÄT 2009 K

2.8 When it is necessary to discontinue or limit the outtake of electricity under Clauses 2.4 - 2.6, the electricity network undertaking shall share the available transmission capacity as fairly as possible.

Compensation for damage/injury, etc.

2.9 If the transmission is discontinued owing to the consumer's neglect, but the electricity network undertaking did not have legal grounds to discontinue the transmission, then the consumer is entitled to compensation from the electricity network undertaking for any damage/injury.

2.10 If the electricity network undertaking has not notified the consumer as prescribed by Clause 2.7, the consumer is entitled to compensation from the electricity network undertaking for any damage/injury.

2.11 If transmission is discontinued without this being due to the consumer's neglect and without there being any right to do so under Clause 2.6, the consumer is entitled to compensation from the electricity network undertaking for any damage/injury if the electricity network undertaking does not prove that the discontinuation resulted from an impediment outside the electricity network undertaking's control that the electricity network undertaking could not reasonably have been expected to have anticipated and whose consequences the electricity network undertaking could not reasonably have avoided or overcome.

2.12 If the discontinuation has been caused by someone who has been engaged by the electricity network undertaking to perform maintenance, repair or similar work, the electricity network undertaking is only exempt from a liability to pay damages if the person it has engaged would also have been exempt according to Clause 2.11.

2.13 The right to compensation under Clauses 2.9-2.12 includes expenses and loss of income and also other losses owing to discontinuation.

2.14 The Electricity Act contains provisions on strict liability for damage/injury caused by the effects of electricity. The Act also contains provisions on product liability.

The Tort Liability Act (1972:207) applies to damage/injury caused by intent or negligence.

Chapter 5 of the Tort Liability Act applies when determining compensation for damage/loss, except in such cases as referred to in Clause 2.19.

Under the Electricity Act, an amount of SEK 3,500 shall be deducted when determining compensation for property damage according to the rules on product liability.

2.15 The consumer shall notify the electricity network undertaking about their claims for compensation under Clauses 2.9-2.13 within two years from when the damage/loss occurred.

The consumer shall notify the electricity network undertaking about their claims for compensation according to the rules on product liability within three years from when the consumer became aware of that it was possible to present the claim. However, proceedings for

NÄT 2009 K

compensation must be instituted within ten years from when the party who is alleged to be liable to pay damages supplied the electricity.

If the consumer does not comply with the provisions of this clause, the consumer has lost their right to compensation for the damage/loss incurred.

2.16 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 network undertaking is responsible for the matter being investigated, following consultation with the notifying electricity trading undertaking, and for the consumer being notified of the cause of the error. Unless there are special reasons, notice shall be given to the consumer within fourteen days from when the consumer contacted the electricity network undertaking.

2.17 If the electricity network undertaking has not performed its obligations under Clause 8.2 or has not reported meter values collected in the event of a change of electricity trading undertaking or in the event of an electricity supply commencing under Clause 4.6, the consumer is entitled to compensation for the 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 for this amount. In order for compensation of a higher amount to be paid, the consumer must substantiate the damage/injury and its extent.

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

2.19 The right to compensation for damage/loss does not include damage/injury attributable to business operations.

Compensation for discontinuation

2.20 If transmission of electricity is discontinued completely for a consecutive period of at least 12 hours, the consumer is entitled to compensation for discontinuation, unless any of following situations apply:

1. The discontinuation is due to the consumer's neglect.

2. Transmission has been discontinued under Clause 2.6.

3. The electricity network undertaking can prove that the discontinuation resulted from an impediment outside the control of the electricity network undertaking involved, which it could not reasonably have been expected to anticipate and whose consequences it could reasonably neither have avoided nor overcome.

4. The discontinuation is referable to a fault in a cable network where the cables have a voltage of 220 kilovolts or more.

NÄT 2009 K

- 2.21 The electricity network undertaking to whose network the consumer's installation is connected shall pay the consumer compensation for discontinuation according to Clauses 2.22-2.26.
- 2.22 When the compensation for discontinuation is calculated, a period during which the transmission of electricity was discontinued (discontinuation period) shall be deemed to be concluded from the point in time at which the discontinuation ceased, provided the transmission has thereafter functioned without interruption for the immediately following two hours.
- For a discontinuation period of at least twelve hours and at most twenty-four hours, compensation for discontinuation shall be paid at 12.5 per cent of the consumer's estimated annual network cost, though at least 2 per cent of the price base amount under the National Insurance Act (1962:381) rounded to up the nearest hundred kronor.
- If the discontinuation period is longer than twenty-four hours, further compensation shall be paid for each twenty-four hour period started thereafter at 25 per cent of the consumer's estimated annual network cost, though at least a further 2 per cent of the price base amount rounded up to the nearest hundred kronor.
- Compensation for discontinuation shall not exceed 300 per cent of the consumer's estimated annual network cost for a discontinuation period.
- 2.23 Compensation for discontinuation may be adjusted to a reasonable amount
- if the compensation for discontinuation is unreasonably onerous considering the financial circumstances of the electricity network undertaking or of the concessionaire for another network who, owing to the discontinuation, is liable to pay compensation in relation to the electricity network undertaking under the Electricity Act, or
 - if the work to recommence the transmission of electricity has had to be delayed in order not to expose workers to significant risks.
- 2.24 The electricity network undertaking shall pay compensation for discontinuation without unreasonable delay and never later than six months from the end of the month when the electricity network undertaking became aware or ought to have been aware of the discontinuation.
- If the payment is not made in due time, interest for compensation that has not been paid shall be paid under Section 6 of the Interest Act.
- 2.25 If the consumer has not received compensation for discontinuation, the consumer shall notify the electricity network undertaking of a claim for compensation for discontinuation within two years from when the discontinuation ceased. If the consumer does not notify the electricity network undertaking, the right to compensation for discontinuation for the discontinuation in question shall lapse.
- 2.26 Compensation for discontinuation shall be deducted from any damages paid owing to the same electrical discontinuation.

Information

- 2.27 The electricity network undertaking shall provide information to the consumer about the supply security in the electricity network and about the right to compensation for discontinuation and damages.

NÄT 2009 K

3. Installations

- 3.1 The parties may not use their installations in such a way that damage may arise to the other party's installations, or in such a way that disruptions may arise for the network or for other customers.

According to the Electricity Act, the electricity network undertaking shall ensure that the transmission of electrical power is of good quality.

The electricity network undertaking's installations

- 3.2 The electricity network undertaking shall lay the necessary cables to a connection point selected by the electricity network undertaking for a single fixed price. The electricity network undertaking owns the cables and shall determine their position following consultation with the consumer. If a consumer wishes to have another connection point, another location or increased capacity, the electricity network undertaking shall arrange such measures in return for special payment of any additional costs that thereby arise.

- 3.3 The electricity network undertaking's cables are intended for electrical connections and the transmission of electricity and may not be used for any other purpose without the permission of the electricity network undertaking.

- 3.4 The electricity network undertaking is entitled to install and keep a meter within the connected property together with any other equipment necessary for controlling consumption; referred to here as *metering equipment*. The location of this shall be chosen by the electricity network undertaking following consultation with the consumer and shall be made available without cost to the electricity network undertaking. The metering equipment is the property of the electricity network undertaking or is available for its use and may only be dealt with by the electricity network undertaking or someone engaged by it.

If the electricity network undertaking intends to change metering equipment, unless there are special conditions, the consumer shall be informed in good time in advance about the reason and date of the change.

The Electricity Act contains special provisions on the cost of meters, etc. for those consumers wishing to have other metering than the metering applied by the electricity network undertaking for consumers within the consumer profile computation.

- 3.5 The consumer shall ensure that the metering equipment available to them is easily accessible for the electricity network undertaking. The electricity network undertaking's seals or other blocking devices may not be broken.

The consumer's installation

- 3.6 All work on the consumer's installation shall be performed in accordance with the electricity network undertaking's instructions and applicable regulations. An authorised installer shall be engaged to perform such work, unless otherwise prescribed by the applicable regulations.

NÄT 2009 K

- 3.7 The consumer is responsible for having the correct fuse limiter housing and fuse in relation to the network charge paid by the consumer. Changes to the said fuse limiter housing or fuse may only be made with the electricity network undertaking's consent.
- 3.8 The consumer's installation may only be connected up to the network by the electricity network undertaking.
- 3.9 Equipment that is necessary for the metering equipment, such as meter board, meter cabinet and meter cables shall be paid for and owned by the consumer. The consumer shall also arrange and pay for the installation of this equipment.
- 3.10 The electricity network undertaking is entitled to request that the consumer changes their installation at their own cost in order to achieve secure operational conditions and satisfy applicable regulations.
- 3.11 The consumer is liable, at the request of the electricity network undertaking, to provide information about the apparatus and utility equipment connected and about their nature and power ratings.
- 3.12 The consumer may not link the electricity network undertaking's installation to another source of power or installation unless otherwise agreed.
- 3.13 The electricity network undertaking or anyone engaged by it shall be afforded access to the consumer's installation and to metering equipment following consultation with the consumer.
- 3.14 The electricity network undertaking is entitled to conduct an inspection of the consumer's installation.

If the electricity network undertaking discovers deficiencies in the consumer's installation when connecting or during an inspection, the electrical network undertaking shall notify the consumer of this.

An inspection does not mean that the electricity network undertaking assumes the responsibility and obligations that the consumer or the party who performed the work on the consumer's installation may have.

- 3.15 If the electricity network undertaking and the consumer agree that there should be a complete five-wire system within the network station area, the respective party shall have the necessary control of the five-wire system so that its function can be maintained at a reasonable level. This agreement requires a separate contract between the parties.

4. Metering, collection and reporting of meter values and also invoicing

Metering

- 4.1 Electricity transmitted to the consumer will be recorded by the electricity network undertaking's meters or by meters approved by the undertaking.

NÄT 2009 K

If the metering equipment includes an electricity meter that can transfer meter values or pulses to terminals or central systems and the recording transferred does not correspond to the electricity meter, the electricity meter's recording shall apply.

- 4.2 If the consumer has cause to assume that there is a fault with the metering equipment, they shall notify the electricity network undertaking of this without unreasonable delay. The consumer is then entitled to call for the installation to be tested. The testing shall be performed by the electricity network undertaking provided the consumer agrees. However, the consumer is entitled to request that the test is checked or performed by an impartial expert.
- 4.3 When testing, the meter's recording shall be deemed acceptable in those cases where the deviation is not greater than permitted according to the provisions of the regulations applicable from time to time. If the deviation is greater, the meter values shall be rectified and the outtake of electricity be deemed to correspond with the rectified values.
- 4.4 If testing takes place at the consumer's request and it is then concluded that the meter's recording is acceptable in accordance with Clause 4.3, the consumer shall compensate the electricity network undertaking with an amount not exceeding the cost of carrying out the test. Otherwise, the electricity network undertaking shall pay for the testing. The undertaking shall inform consumers requesting a test of the estimated cost of the test in advance.

Collection and reporting of meter values and also invoicing

- 4.5 Collection of meter values shall take place in accordance with the statutory provisions applicable from time to time.

Collection of meter values at a consumer whose purchase of electricity is included in the basis for the consumer profile computation shall take place at the turn of each month. In addition to this, the meter values shall be collected in conjunction with a change of electricity trading undertaking, commencement and conclusion of electricity supply and also in conjunction with a new connection, permanent disconnection and change of metering equipment.

If the electricity network undertaking cannot carry out a collection of meter values in accordance with the above, the meter value shall be estimated instead in accordance with the regulations applicable from time to time.

Unless otherwise provided by an enactment, collection of meter values shall take place at the point in time and in the manner determined by the electricity network undertaking.

The electricity network undertaking may charge the consumer for any reasonable expenses arising in conjunction with collection of meter values other than as referred to above, though except for collection of meter values in conjunction with disconnection under Clause 6.4 below.

- 4.6 The electricity network undertaking's obligations to report meter values are governed by statute.

NÄT 2009 K

The electricity network undertaking shall inform a consumer whose purchase of electricity is included in the basis for the consumer profile computation, no later than in conjunction with the invoicing, about the following:

- meter readings at each turn of the month,
- energy consumption during the metering period,
- estimated annual consumption, and
- consumption statistics per month as kilowatt per hour and as per cent of the annual consumption for the last thirteen months.

Upon the commencement of the electricity supply or in conjunction with change of electricity trading undertaking (commencement or take-over of electricity supply), the electricity network undertaking shall, no later than 15 working days after the supply has started/been taken over, inform the consumer about the following:

- the date of the commencement or take-over of electricity supply,
- the reason for the notification (commencement or take-over of electricity supply),
- which electricity trading undertaking has the contract for electricity supply at the outtake point,
- installation identity (inst. ID),
- network reconciliation area identity (area ID), and
- metering equipment identity.

Corresponding reports shall be provided to the relevant electricity trading undertakings as provided by statute.

4.7 Invoicing shall be based on meter values collected.

However, if there are special reasons, 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, such as, for example, changes notified by the consumer that it may be assumed would affect the quantity of electricity transmitted.

Invoicing shall be effected at intervals of at most three months unless the parties otherwise agree. However, the consumer shall always be entitled to choose monthly invoicing.

If invoicing based on meter values collected has not been effected and there are no special reasons according to the second paragraph, the consumer is entitled upon request 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 invoicing, according to the second paragraph, has lasted for more than 12 months, the consumer is upon request entitled to a reduction of the reconciliation invoice of 15 per cent of the difference between what was actually and preliminarily invoiced, respectively. As of 1 July 2010, 8 months shall apply instead of 12 months.

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

NÄT 2009 K

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 the normal consumption patterns for that category of consumer.

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

Unless extraordinary reasons apply, invoicing shall be based on meter values collected when the contractual relationship ceases.

- 4.8 If it is by testing or in another way concluded that the metering equipment is not working or if it has recorded another quantity of electricity transmitted than the real quantity 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 electricity trading undertakings involved. This estimate shall form the basis of the electricity network undertaking's invoicing.

If the quantity transmitted has been estimated in accordance with the previous paragraph, the electricity network undertaking shall give notice of this no later than in conjunction with the invoicing.

- 4.9 Estimated transmission under Clause 4.8 shall be determined with the guidance of the consumer's previously known meter values and other circumstances that may have affected the scope of the transmission.
- 4.10 If the estimated transmission 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.

5. Payment and collateral

- 5.1 The electricity network undertaking shall inform the consumer about the means of payment and invoicing alternatives that are available to the consumer and, if there is any, the amount of the invoicing charge.
- 5.2 The consumer shall pay for being connected to the network and for the transmission of electricity. This payment obligation also covers the transmission of electricity that the consumer has not been able to make use of owing to faults within their own installation, or for other reasons that are not due to the electricity network undertaking.

NÄT 2009 K

- 5.3 If the consumer starts to take out electricity at the outtake point without having any valid contract with an electricity trading undertaking, the consumer shall pay for the electricity to the electricity trading undertaking that the electricity network undertaking is liable to nominate under Clause 8.3, in accordance with the conditions applied by that electricity trading undertaking.
- 5.4 Payment shall be received by the electricity network undertaking no later than on the due payment date stated in the electricity network undertaking's invoice, such date shall be at the earliest 15 days after the electricity network undertaking has sent the invoice. The due date should as a main rule fall after the 25th day of a month.
- 5.5 If payment is not made in due time, the electricity network undertaking 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.
- 5.6 If the electricity network undertaking has reasonable cause to fear that the consumer will not perform their payment obligations, the electricity network undertaking is entitled to request acceptable collateral or advance payment for further connection and transmission. Reasonable cause may, for example, be underpayments or delays regarding previous payment obligations to the electricity network undertaking, knowledge that the consumer has incurred payment default registrations or knowledge that the consumer has a manifest incapacity to pay when due.

Advance payment may not comprise a greater amount than a sum corresponding to four months' estimated charges for the transmission of electricity.

Collateral may not comprise a greater amount than a sum corresponding to six months' estimated charges for the transmission of electricity.

If the consumer has satisfied their payment obligations at the proper time for a period of eight calendar months from when the collateral was furnished or the advance payment has been paid for the first time, the collateral furnished shall be returned and the demand for advance payment withdrawn.

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 network undertaking's own funds.

6. Discontinuation of the transmission of electricity (disconnection) and reconnection
- 6.1 The Electricity Act contains special provisions regarding the electricity network undertaking's right to discontinue the transmission of electricity owing the consumer's breach of contract.
- 6.2 Disconnection may be effected if the consumer neglects their obligations and this default constitutes a fundamental breach of contract.

NÄT 2009 K

Before discontinuation is effected, the consumer shall be urged to, within a reasonable period of time, implement rectification and, in cases other than those referred to in Clause 6.3 below, be notified that disconnection may otherwise be effected. If rectification is made, disconnection may not be effected.

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

If the circumstances give cause to fear that disconnection would involve not insignificant personal injury or substantial property damage, disconnection may not be effected. However, this does not apply if the consumer has acted improperly.

- 6.3 If the breach of contract comprises the consumer neglecting to pay for the transmission of electricity, besides that provided by Clause 6.2, 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 disconnection may otherwise be effected.

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 transmitted.

Disconnection may not be effected if payment is made or if the claim is disputed. Nor may disconnection be effected 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.

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

- 6.4 Disconnection may also be effected when the consumer breaches conditions under the contract regarding the electricity that the electricity network undertaking transmits to the consumer and the breach entails a right for the electricity trading undertaking to request disconnection. The responsibility for ensuring that there is a right to disconnect always rests with the party requesting the measure.

If the consumer changes electricity trading undertaking following disconnection having been effected in accordance with the first paragraph, the electricity network undertaking may not refuse the reconnection of the consumer.

- 6.5 Reconnection is only effected when the consumer has satisfied all their obligations under the contract and compensation has been paid for the electricity network undertaking's costs owing to measures for disconnection and reconnection. Reconnection shall also be effected if the part of the default that remains unsatisfied is insignificant.

NÄT 2009 K

7. Grant of land, etc.

7.1 The consumer shall grant land to the extent necessary and allow the electricity network undertaking access to the properties affected for the performance and maintenance of the electricity network undertaking's installations for the transmission of electricity within the undertaking's network concession area. This also includes the right for the electricity network undertaking to maintain and repair installations and to fell trees and cut down bushes that constitute a danger or impediment to the installations. In this connection, reasonable regard shall be taken of the consumer's interests.

7.2 The consumer shall receive payment according to the applicable statutes and practice for any damage/injury as a result of measures under Clause 7.1.

Compensation is only paid for temporary damage/injury if the electricity network undertaking's installations are exclusively intended for connection and transmission of electricity to the consumer's installation.

Compensation is not payable in any case for insignificant temporary damage/injury.

7.3 The consumer may not erect buildings, change ground levels or implement any other measures that jeopardise the function or operation of the electricity network undertaking's installations.

7.4 If the consumer demands that the electricity network undertaking's installations be moved or otherwise changed, the electricity network undertaking shall cooperate with this unless there is a significant impediment of a technical nature. The consumer shall pay for any costs caused by moving or making changes to the installation.

7.5 If the electricity network undertaking's installation is not operating and will not be used in the future, the electricity network undertaking shall at its own cost remove the installation if the consumer so requests and the installation entails an inconvenience to the consumer.

7.6 The consumer is liable on request to sign an easement agreement or participate in the electricity network undertaking obtaining a cable wayleave for its installations and also acting to ensure that the electricity network undertaking is granted a registration against the land unit in order to secure the easement agreement.

7.7 If the consumer occupies a property with a right other than ownership, the relevant parts of the above provisions shall apply. The consumer shall work to ensure that the electricity network undertaking is ensured the same rights as though the consumer were the owner of the property.

8. Change and nomination of electricity trading undertaking

8.1 Under the Electricity Act, a change of electricity trading undertaking and/or balance controller can only take place on the first day of a calendar month. It is an obligation of the new electricity trading undertaking to notify the electricity network undertaking of the change of electricity trading undertaking no later than the fifteenth day of the calendar month before the change is intended to take place.

NÄT 2009 K

If a change of electricity trading undertaking and/or balance controller has not taken place in the prescribed manner, the former electricity trading undertaking will continue to supply, and the balance control responsibility will remain with the former balance controller until the change can take place.

- 8.2 It is an obligation of the electricity network undertaking, after an application for a new electricity trading undertaking or a new balance controller has been received, to notify the notifying electricity trading undertaking as to whether the application is complete or incomplete. If the application is complete, the electricity network undertaking shall confirm the information provided and, if the application relates to a new electricity trading undertaking, state the estimated annual consumption at the outtake point. If the application is incomplete, the notification of this shall specify what is incomplete/wrong with the application.
- 8.3 If a consumer does not have a contract for electricity supply with an electricity trading undertaking, the electricity network undertaking is according to law liable to nominate such an electricity trading undertaking (nominated electricity trading undertaking) for the consumer.

The electricity network undertaking shall immediately advise the consumer which electricity trading undertaking has been nominated and about the consumer's possibility of changing electricity trading undertaking.

- 8.4 If the electricity network undertaking makes a nomination for the consumer under Clause 8.3, the electricity network undertaking shall at the same time notify the electricity trading undertaking nominated of this.

9. Term, amendments and supplements

- 9.1 The contract applies until further notice.

Unless otherwise agreed, the transmission contract shall cease at the latest one month following notice of termination from the consumer. The consumer is entitled to terminate the contract either verbally or in writing.

The consumer shall as soon as possible after the notice of termination be given a written confirmation by the electricity network undertaking.

- 9.2 Unless otherwise agreed, the electricity network undertaking may change its prices. In the event of such price changes, the electricity network undertaking shall notify the consumer of the changes. Such notification shall be given at least 15 days prior to such changes taking effect either through special notification to the consumer or through an advertisement in the daily press and information on the electricity network undertaking's website. *Daily press* means the daily newspaper that has the largest distribution in the municipality where the transmission is made.

Price changes as a consequence of changes to special taxes or levies decided by the government may be made and implemented without any preceding notification.

NÄT 2009 K

The subsequent invoice shall clearly indicate when the price changes were made and the amount of the change.

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

10 Guidance and dispute resolution

- 10.1 The consumer may refer to the Swedish Consumer Electricity Advice Bureau or the municipal consumer advice officer for guidance.

- 10.2 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.

- 10.3 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.

- 10.4 The Energy Markets Inspectorate is the supervisory authority under the Electricity Act and can, among other things, exercise supervision regarding the electricity network undertakings' network tariffs for transmission of electricity. Conditions and prices for connection may also be reviewed by the Energy Markets Inspectorate.