



## FORTUM MARKETS AB:S SPECIAL TERMS AND CONDITIONS FOR CONSUMERS

Applicable to contracts signed on or after March 14<sup>th</sup> 2018

Please note: this translation is not an official, legally binding document; in the event of a legal dispute the original Swedish version will be relied upon.

### 1. CONCEPT AND DEFINITIONS

"Delivery-related costs" refers to price adjustments to the customer's consumption, partly over the day's hours, compared with the spot price on the Nordic electricity exchange (Nord Pool Spot monthly price), and a deviation from the consumer or consumer collective spending forecast. Delivery-related costs also include balancing costs for balancing power and control power imposed by statutory electricity balances.

### 2. CONTRACT WITH FAST ELPRIS

The agreement involves fixed electricity price according to the stated terms, maturity and current electricity area.

The customer's electricity price consists of Fortum Markets AB's cost price (market price estimate), adjusted for Delivery-related costs, electricity certificate fees and fees to Swedish power grids (which vary depending on the customer's consumption). The electricity price is added to the electricity dealer's surcharge and fixed monthly fee as well as current statutory taxes, such as VAT. If no party terminated the agreement before the end of the contract period, the agreement will be renewed by 12 months until the prevailing conditions for fixed electricity prices.

### 3. CONTRACT WITH FAST ELPRIS 3 MONTH (QUARTLY)

The agreement is valid until further notice without binding period and with a fixed electricity price per calendar quarter. The agreement can be terminated by both parties and the notice period is two months from the date of notice. The customer's electricity price during the first three months of the agreement consists of Fortum Markets AB's cost price (market price assessment), adjusted for Delivery-related costs, electricity certificate fees and fees for Swedish power grids (which vary according to the customer's consumption). The electricity price is added to the electricity dealer's surcharge and fixed monthly fee as well as current statutory taxes, such as VAT.

The quarterly prize is announced on Fortum's website at the start of each new calendar quarter.

### 4. TERMS FOR BYTESGARANTI

Bytesgaranti means that the customer is entitled to terminate his electricity price agreement and at the same time sign a new electricity price agreement with Fortum Markets AB.

The new electricity price agreement shall have at least the same maturity as the denominated and subscribed to the prevailing regular prices. When the replacement guarantee is used, we charge a fee of 150 kr. The replacement guarantee applies only to plants with a consumption below 50,000 kWh / year.

### 5. CONTRACT WITH RÖRLIGT ELPRIS, RÖRLIGT RENT ELPRIS, RÖRLIGT ELPRIS FLEX, RÖRLIGT ELPRIS MINI OCH ANVISAT RÖRLIGT ELPRIS

The agreement is valid until further notice, and means that the electricity price is set for one calendar month at a time. The agreement can be terminated by either party with a notice period of two months from the date of termination, with the exception of Rörligt Elpris Flex, which can be terminated without notice. For Provisioned Movable Electricity Price, a notice period of 14 days applies. If the customer terminates the agreement during the period of time Fortum Markets AB under the agreement is entitled to take out the payroll fee, the payroll fee is calculated in accordance with item 10.

The price used for pricing consists of Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area, adjusted for Delivery-related costs and fees to Svenska Kraftnät (which

vary according to the customer's consumption). For timed billing points, Fortum's purchase price is an average of the unit prices (weighted against the customer's actual hourly consumption). Electricity prices are added to the fixed price of electricity certificates, with the electricity dealer agreed upon (with the exception of Rörligt Rent Elpris) and fixed monthly fee as well as statutory taxes as a VAT.

"Variable Clean Electricity Price Apartment" and "Designated Variable Electricity Price Apartment" apply only to plants with an annual consumption of less than 8,000 kWh. Fortum Markets AB reserves the right to invoice "Variable Clean Electricity Villa" and "Recommended Mobile Electricity Villa" for plants with an annual consumption exceeding 8,000 kWh.

### 6. CONTRACT WITH RÖRLIGT RENT ELPRIS (EUROBONUS)

The agreement has a term of 12 months after delivery, and is valid until further notice and with a mutual notice period of two months from the date of termination.

The agreement means that the electricity price is set for one calendar month at a time. The price used for pricing consists of Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area, adjusted for Delivery-related costs, electricity certificate fees and fees to Swedish power grids (which vary according to the customer's consumption). For timed-calculated withdrawal points, the purchase price is a weighted average of the unit prices (weighted against actual and actual measured actual hourly consumption). Electricity prices include fixed price for electricity certificates, electricity dealer's fixed monthly fee and statutory taxes, such as VAT.

Fortum Markets AB is not responsible for changes in the SAS Eurobonus program.

In the event that Fortum Markets AB is no longer able to offer Mobil Rent Electricity Eurobonus, Fortum Markets AB reserves the right to change the customer's agreement to another agreement on mobile electricity price during the contract period. Information about such change shall be made available to the customer no later than two months before the change enters into force.

### 7. CONTRACT WITH FAST ELPRIS 1 YEAR

The agreement lasts for 12 months and means that the electricity price is set for one calendar month at a time. The price used for pricing consists of Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area, adjusted for Delivery-related costs and fees to Swedish power grids (which vary according to the customer's consumption). For time-calculated withdrawal points, the purchase price is an average of the unit prices (weighted against the customer's actual hourly consumption). Electricity prices are subject to a fixed price for electricity certificates, with the electricity dealer contractual and fixed monthly fees as well as current statutory taxes such as VAT.

If no party terminated the agreement before the end of the contract period, the agreement is extended to the current Terms of Rörligt Elpris.

### 8. CONTRACT ON VINTERSÄKRAT ELPRIS

The agreement is valid for the specified maturity and means that the electricity price is fixed according to the stated conditions and in the current electricity area from November through March. The customer's electricity price then consists of Fortum Markets AB's cost price (market price estimate), adjusted for Delivery-related costs and fees to Swedish power grids. (which vary depending on the customer's consumption). Electricity prices are subject to a fixed price for electricity certificates, with the

electricity dealer contractual and fixed monthly fees as well as current statutory taxes such as VAT.

The electricity price is variable for the remaining period from April through October. The variable price is determined for one calendar month at a time, and is then made up of Fortum Markets AB's purchase price for electricity during the current calendar month and in the current electricity area, adjusted for Delivery-related costs and fees for Svenska Kraftnät (which vary according to the customer's consumption). For timed billing points, Fortum's purchase price is an average of the unit prices (weighted against customer's actual hourly consumption). Electricity prices are subject to a fixed price for electricity certificates, with the electricity dealer contractual and fixed monthly fees as well as current statutory taxes such as VAT.

If no party terminated the agreement before the end of the contract period, the agreement is extended by 12 months to the prevailing conditions for Vintersäkrat Elpris.

## **9. FORTUM ENKEL**

The agreement is valid until further notice, and means that the electricity price is determined by Fortum Markets AB. The agreement can be terminated by either party without notice period.

The customer's electricity price consists of Fortum Markets AB's cost price (market price estimate), adjusted for Delivery-related costs and fees to Swedish power grids (which vary depending on the customer's consumption). Electricity prices are subject to a fixed price for electricity certificates, with the electricity dealer contractual and fixed monthly fees as well as current statutory taxes such as VAT.

## **10. CANCELLATION OF CONTRACT IN ADVANCE**

If the customer fails to complete the contract at the end of the contract period, or alternatively, the contract terminates during the period of time that Fortum Markets AB under the agreement is entitled to charge a solvency fee, Fortum Markets AB is entitled to charge a solvency fee consisting of a variable portion of 12 öre / kWh ( not taxable) on the remaining estimated contract volume and partly an administrative fee of 400 SEK.

## **11. CHOICE OF ENERGY SOURCE OR POWER PLANT**

Contracts for the supply of electricity from a particular power source or a named power plant are valid until further notice and can be terminated by both parties with a two-month notice period. Delivery of Good Environmentally Selected Electricity is done in accordance with the Nature Conservation Association's criteria. Fortum Markets AB reserves the right to replace the delivery from a named power plant with delivery from other power plants with the same source of energy in the event of unforeseen loss of production.

## **12. CREDIT CHECK**

Fortum Markets AB has the right to make customary credit check upon the signature of the agreement. Fortum Markets AB reserves the right to claim acceptable collateral or security in case of insufficient creditworthiness.

## **13. TRANSFER OF THE AGREEMENT**

The agreement may not be transferred to another customer without the consent of Fortum Markets AB. Fortum Markets AB has the right to transfer the agreement to other companies within the Fortum Group.

## **14. DELIVERY START**

The agreement is binding as of the day it is signed. Oral agreements are binding after statutory repayment period. The date of the specified delivery start may be delayed if problems arise when the electricity is taken over.

## **15. CHANGE IN TERMS**

For mobile price agreements, Fortum Markets AB has the right to change the terms and conditions of the contract.

The electricity price is subject to statutory taxes, such as VAT, taxes and other charges specified under the respective terms and conditions. If statutory taxes, fees and other charges including quota for electricity certificates are changed, Fortum Markets AB has the right to adjust the electricity price accordingly, without prior notice, during the current term of binding. The accounts of such adjustments are made on the subsequent invoice. Fortum Markets AB is also entitled to change these terms and conditions.