VATTENFALL

Please note: On January 1, 2027, the Electricity Act will be replaced by the new Electricity Market Act. From that date, references to the Electricity Act in the General terms and conditions should be read as references to the Electricity Market Act. This does not affect you as a customer; the rights and obligations in the General terms and conditions remain in effect.

Elhandel 2025 K – General terms and conditions for the sale of electricity to consumers

General terms and conditions drawn up by Energiföretagen Sverige in agreement with the Swedish Consumer Agency.

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. Introductory provisions

1.1 These General Terms and Conditions apply between the electricity supplier and the consumer and concern the sale of electricity to consumers. Other terms and conditions apply to those who conduct business or other similar activities.

Where the customer acts as a seller in relation to the electricity supplier, for example when feeding in electricity from electrical generation and energy storage installations, these terms and conditions do not apply.

1.2 These General Terms and Conditions apply until further notice and may only be changed after the joint approval of Energiföretagen Sverige and the Swedish Consumer Agency.

The electricity supplier shall be entitled to make such amendments to the General Terms and Conditions vis-à-vis the consumer in respect of contracts of unlimited duration. Where the electricity supplier introduces such changes, the new terms and conditions shall not apply until at least two months after a specific notification of the changes has been sent to the consumer.

Where the specific contractual terms and conditions of the electricity supplier conflict with these General Terms and Conditions, the terms and conditions which are most advantageous to the consumer shall apply.

1.3 For the purposes of these General Terms and Conditions, the following definitions shall apply

- *aggregation*: an aggregation of the consumption of several electricity users or the aggregation of electricity produced for sale, purchase or auctioning on electricity markets.
- *aggregation service*: a service that requires aggregation.
- designated electricity supplier: the electricity supplier that sells electricity to consumers who do not choose an electricity supplier themselves. The designated electricity supplier is assigned by the network operator.
- *balance responsible party*: the party who, in an agreement with the authority with system responsibility, Affärsverket svenska kraftnät, has assumed financial responsibility for ensuring that the electricity system is supplied with as much electricity as is withdrawn at the consumer's outtake point.
- *dynamic electricity prices*: prices that reflect the prices prevailing at any given time in spot markets, at a frequency at least equal to the market settlement frequency.
- *electricity supplier* (electricity provider according to the Electricity Act (1997:857)): the company from which a consumer buys their electricity.
- *network operator*: the undertaking which connects and transmits electricity to the consumer with the support of a network concession.
- *consumer*: a natural person to whom electricity is sold mainly for non-business purposes.
- *network concession*: authorisation to lay, use and maintain electricity lines in the area where the consumer's installation is located.
- *outtake point*: according to the Electricity Act, the point at which a consumer who has a contract with a network operator withdraws electricity for consumption.

2. Sales of electricity

General sales commitments

2.1 The electricity supplier undertakes to sell electricity to the consumer under the following conditions.

2.2 If the electricity supplier or the consumer so wishes, a written notification must be made or a written contract concluded for the sale.

A contract between an electricity supplier and a consumer for the supply of electricity to the consumer's outtake point must contain information about

1. the name, address, telephone number and website of the electricity supplier,
2. when the contract is concluded and when the electricity supplier plans to start supplying the consumer,
3. the period of validity of the contract or whether it is of indefinite duration,
4. the services covered by the contract,
5. the obligations of the electricity supplier to the consumer,
6. the terms and conditions for invoicing and payment,
7. the arrangements for contract renewal in the case of contracts concluded for a specified period,
8. the terms and conditions for terminating the contract and whether the contract can be terminated free of charge,
9. how compensation is to be calculated in the event of early termination of a fixed-term contract,
10. the terms and conditions for compensation in the event that the supplier fails to fulfil its contractual obligations,
11. where the consumer can find information on the electricity supplier's prices, other services and conditions, and consumer rights, and
12. how to initiate out-of-court dispute resolution.

This information, together with information on the terms and conditions of the contract, must be provided to the consumer before the contract is concluded or confirmed.

The information referred to in the second paragraph must also contain information on the comparison price and be structured in accordance with the Swedish Consumer Agency's regulation on price information. Where the information referred to in the second paragraph is not provided in writing or in another durable medium, the electricity supplier must provide the consumer with such information within a reasonable time after the conclusion of the contract.

The electricity supplier must provide the consumer with a concise and easily accessible summary of the most important terms and conditions of the contract, as required by law.

2.3 Before entering into a dynamic pricing contract with a consumer, the electricity supplier must inform the consumer of the possibilities, costs and risks associated with such a contract and, in particular, obtain the consumer's consent to the terms and conditions of the dynamic pricing.

Distance and off-premises sales

2.4 For contracts concluded at a distance or outside business premises, before the contract is concluded, in addition to what is stated in Clause 2.2 and, where applicable, Clause 2.3, information must be provided as set out in Chapter 2, Sections 2 and 2a of the Act on Distance Contracts and Off-Premises Contracts (2005:59) in the manner set out in Chapter 2, Sections 3 and 5 of the same Act. If the electricity supplier contacts the consumer by telephone on its own initiative with a view to concluding a distance contract (direct telephone sales), the electricity supplier must also provide the information set out in Chapter 2, Section 3a of the Act on Distance Contracts and Off-Premises Contracts before concluding a contract.

In the case of unsolicited telesales, in accordance with Chapter 2, Section 3a of the Distance Contracts Act, the electricity supplier must confirm its offer in a document or other readable and durable form accessible to the consumer. In the case of such telephone sales, contracts are concluded when the consumer accepts the offer in writing after the call. The offer is accepted in the manner specified by the electricity supplier, for example by letter, email or SMS. If such acceptance is not provided, the

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contract is invalid. The confirmation of the offer by the electricity supplier 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 covered by the offer.

When a distance contract is concluded, the electricity supplier 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 sentence of the first paragraph of 2.4, unless the information has already been provided in such a manner.

When contracts are concluded off-premises, the electricity supplier 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, with the consumer's consent, in another readable and durable format accessible to the consumer.

Right of withdrawal

2.5 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).

Where a distance contract has been 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 in accordance with Chapter 2, Section 2, Paragraph 1, Item 10 of the Distance Contracts Act, in the manner set out in Chapter 2, Section 3 of that Act.

Where the contract has been concluded outside of business premises, the withdrawal 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 in accordance with Chapter 2, Section 2, Paragraph 1, Item 10 of the Distance Contracts Act, in the manner set out in Chapter 2, Section 5, Paragraph 1 of that Act. 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.

The cooling-off period never starts until the consumer has been informed of the right of withdrawal in the prescribed manner. However, the right to withdraw expires no more than one year after the withdrawal period would have expired if the information had been provided in the prescribed manner.

Miscellaneous sales commitments

2.6 The electricity supplier shall, in accordance with the legislation, inform the consumer of:

– the share of each energy source in the average composition of energy sources used to produce the electricity sold by the electricity supplier in the preceding calendar year

– the environmental impact in terms of carbon dioxide emissions and the amount of radioactive waste caused by the production of the electricity sold.

2.7 The electricity supplier is responsible for ensuring that there is a balance responsible party for the consumer's outtake point.

According to the Electricity Act, the electricity supplier may only sell electricity at the outtake point if there is a balance responsible party for it.

If at any stage the electricity supplier is unable to ensure that there is a balance responsible party, it must immediately inform the consumer and the network operator of this.

2.8 Changing electricity suppliers must be free of charge for the consumer. However, it follows from Clause 5.6 that, in certain cases, a charge may be levied if a consumer prematurely terminates a fixed-term contract where the price of the electricity is wholly or partly fixed.

2.9 An electricity supplier must ensure that a supplier switch can be implemented within three weeks of the consumer's request.

2.10 An electricity supplier that is to start selling electricity at the consumer's outtake point must notify the network operator of this and state who has assumed balance responsibility for the outtake point. In order for the supply to start on the day agreed between the electricity supplier and the consumer, the notification must be made at least 14 days before the supply is due to start.

2.11 The consumer shall be able to buy and sell electricity services other than electricity supply independently of their contract with the electricity supplier and without the approval of the electricity supplier.

The electricity supplier shall not make unreasonable charges or demands to the consumer on the grounds that the consumer has a contract for the provision of an aggregation service.

Obligations of the consumer

2.12 The consumer is obliged to have the contract with the network operator required for the distribution of electricity.

2.13 Unless otherwise specifically stated in these terms and conditions or in the legislation, the consumer must pay for all electricity consumed at the outtake point. The payment obligation also covers electricity that the consumer has been unable to use due to a fault in their installation or for other reasons not attributable to the network operator or the electricity supplier.

Obstacles to the performance of the contract

2.14 A party is not obliged to perform the contract if such performance is significantly hampered as a result of impediments that are beyond its control. Obstacles include war, decisions by public authorities, disruptions in public transportation, extreme weather conditions or other events of an exceptional nature that significantly affect the performance of the contract and which the party could not have foreseen and whose detrimental effect the party could not reasonably have avoided.

Compensation for loss or damage, etc.

2.15 If the consumer complains that a supplier switch has not been carried out correctly or on time, the electricity supplier that provided notification of the switch is responsible for investigating the matter, after consultation with the consumer's network operator. The electricity supplier must also inform the consumer of the reason for the fault. Unless there are special reasons, the information must be provided to the consumer within 14 days of the consumer contacting the electricity supplier.

2.16 If the electricity supplier has not fulfilled its obligations in connection with the taking over or commencement of electricity supply and this is due to circumstances within the control of the electricity supplier, the consumer is entitled to compensation from the electricity supplier for the loss or damage thereby incurred.

If the consumer has proven it likely that they have suffered loss or damage but the amount of loss or damage does not amount to SEK 200 per outtake point and incident of loss or damage, the consumer shall still receive compensation of SEK 200. To receive a higher amount of compensation, the consumer must prove the loss or damage and its extent.

2.17 If the distribution of electricity has been interrupted due to the consumer's breach of contract but the electricity supplier did not have a legal basis to request the disconnection of the consumer's installation from the network, the consumer is entitled to compensation for loss or damage from the electricity supplier.

2.18 If the electricity supplier does not perform the contract with the consumer, the consumer shall be entitled to compensation for the loss or damage they suffer, unless the electricity supplier proves that the non-performance is due to an obstacle beyond its control which it could not reasonably have foreseen and the consequences of which it could not reasonably have avoided or overcome.

2.19 The right to compensation does not cover loss or damage attributable to business activities.

2.20 The injured party must take reasonable steps to limit the loss or damage. If the injured party omits to do so, the compensation may be reduced accordingly.

3. Metering and reporting of meter readings and invoicing

Metering and reporting

3.1 The consumer's consumption is registered by the network operator's meter or by meters approved by the network operator. Metering is regulated by statute and in the consumer's contract with the network operator.

3.2 In accordance with the legislation, the electricity supplier shall provide information on actual and historical electricity

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consumption via the electricity supplier's website or app, which requires the consumer to log in.

Invoicing and the format of the invoice

3.3 The electricity supplier's invoice to the consumer must be clearly structured. The form and content of the invoice are regulated by statute.

3.4 The electricity supplier must invoice the consumer on the basis of metered actual consumption or, in the absence of meter readings, on estimated consumption. Invoicing shall take place at the agreed interval, but at least once a quarter. The consumer always has the right to choose monthly invoicing.

Invoicing based on estimated consumption shall be determined on the basis of the consumer's previously known consumption and other circumstances, such as changes reported by the consumer that can be assumed to affect consumption. If consumption has been estimated in accordance with this paragraph, the electricity supplier must notify the consumer of this no later than upon issuance of the invoice.

3.5 When reconciling invoicing based on estimated consumption in accordance with Clause 3.4 (provisional invoicing), the reconciliation based on metered actual consumption (reconciliation invoicing) must take into account the different prices applied for the period covered by the reconciliation.

If provisional invoicing has gone on for longer than eight months from the last invoice based on meter readings, the reconciliation invoice must be reduced by 15 per cent of the difference between what has been finally and preliminarily invoiced. Furthermore, the consumer is entitled to a cost- and interest-free instalment plan for a reconciled amount, where the number of instalments is proportional to the duration of the provisional invoicing.

3.6 If it is established that meter readings can never be obtained, for example because the metering device is not working, then after consultation with the consumer and the electricity supplier, the network operator shall estimate the missing readings. The estimate is based on the consumer's previously known consumption at the outtake point and other circumstances that may have affected consumption. The estimate shall form the basis of the electricity supplier's invoicing.

If consumption has been estimated in accordance with the preceding paragraph, the electricity supplier must notify the consumer of this no later than upon invoicing.

3.7 If invoices have not been issued at the agreed intervals, the consumer is entitled to a cost- and interest-free instalment plan, where the number of instalments is proportional to the number of missing invoices.

If there has been no invoicing for a period of at least eight months since the last invoice based on meter readings, the invoice relating to the period of non-invoicing shall be reduced by 15 per cent.

If there has been a complete failure to invoice for a certain period due to circumstances within the control of the electricity supplier, the electricity supplier shall not be entitled to demand payment of claims relating to the failure to invoice that are more than twelve months old.

3.8 If the consumer has previously been overcharged, the overcharged amount must be settled without delay after the error has been discovered. If the settlement is a small amount in relation to the annual cost, it should normally be made on the following invoicing occasion, unless the consumer requests that it be paid separately.

3.9 If there is reason to assume that the consumer has paid an invoice in good faith that can reasonably be perceived as final for a certain period of time, there is no further payment obligation for such period.

3.10 At the end of the contractual relationship, the consumer must receive a final invoice within six weeks from the date the supply ceased to be provided. After the electricity supplier has sent a final invoice, no further invoicing may take place. Unless there are exceptional reasons to the contrary, the final invoice must be based on the collected meter readings.

4. Payment and security

4.1 Payment must be received by the electricity supplier no later than the due date stated in the electricity supplier's invoice, which may be no sooner than 20 days after the electricity supplier sent the invoice. As a general rule, the due date should be no sooner than the 28th day of the month.

Unless otherwise agreed with the electricity supplier or other operator, the invoice must be sent by post..

4.2 The electricity supplier must offer several payment methods for invoicing and may not disadvantage the consumer on the basis of the payment method chosen by the consumer.

4.3 If payment is not made on time and no other written agreement has been made, the electricity supplier is entitled to claim from the consumer, in addition to the invoiced amount, interest in accordance with the Swedish Interest Act from the due date stated on the invoice, and reimbursement of the costs associated with the delay. This also includes costs for written payment reminders and costs for enforcement of a payment obligation or other obligation.

4.4 If, at the time the contract is concluded, the electricity supplier has reasonable cause to fear that the consumer will not meet their payment obligations, the electricity supplier is entitled to request acceptable security or advance payment for the sale of electricity. Examples of reasonable cause include problems or delays with previous payment obligations to the electricity supplier or one or more entries in the consumer's credit history.

If the consumer has defaulted on their payment obligations to the electricity supplier during the contract period, the electricity supplier shall be entitled to request an acceptable security or advance payment for continued supply.

Where, pursuant to the first or second paragraph, the electricity supplier is entitled to require security or advance payment, the electricity supplier shall also be entitled to require monthly invoicing.

The security or advance payment must not exceed an amount corresponding to the estimated cost of four months' supply.

If the consumer meets their payment obligations on time for a period of six months from the date on which the security was provided or the first advance payment was made, the security provided will be returned or advance payment will be no longer be required.

If the consumer has provided security, the deposited funds must be placed in an interest-bearing account, separate from the electricity supplier's own assets.

5. Breach of contract

5.1 The Electricity Act contains specific provisions on the right of the electricity supplier to interrupt the supply of electricity due to a breach of contract by the consumer.

Supply is interrupted through the network operator's disconnection of the consumer's installation from the network at the request of the electricity supplier.

5.2 The supply of electricity to a consumer may be interrupted if

1. the consumer has failed to fulfil their obligations under their contract with the electricity supplier for the supply of electricity;
2. there is a material breach of contract;
3. the consumer has been requested to take remedial action within a reasonable time and, if the case does not involve non-payment, has been informed, together with this request, that their electricity supply may otherwise be suspended;
4. the period referred to in subparagraph 3 has expired;
5. rectification has not taken place, and
6. the circumstances are such that there is no reason to fear that an interruption would result in non-negligible personal injury or extensive material loss or damage.

If the consumer has acted improperly, the supply may be interrupted even if the circumstances are not those referred to in the first paragraph, subparagraph 6.

Once the contract has been concluded, supply may not be interrupted solely on the grounds that the consumer has not provided security or paid in advance.

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5.3 In the event of non-payment, the supply of electricity to the consumer may only be interrupted if

1. the payment is for the supply of electricity;
2. the conditions for discontinuation set out in Clause 5.2 are met and the consumer has been informed in good time of the options available to avoid discontinuation;
3. the consumer, after the expiry of the period for rectification referred to in Clause 5.2, paragraph 1, subparagraph 3, has been requested to pay within three weeks of being served with the request and informed that their electricity supply may otherwise be interrupted;
4. a notification of the non-payment has been submitted to the Social Welfare Board of the municipality where the consumer is supplied with electricity at the same time as the request referred to in subparagraph 3;
5. the three weeks referred to in subparagraph 3 have expired;
6. the Social Welfare Board has not notified the person who gave the notice under subparagraph 4 in writing that it is assuming liability for the debt, and done so within those three weeks;
7. the payment has not been made, and
8. the claim is not disputed.

For a claim to be considered disputed, the consumer must have raised a legally relevant objection on the merits. Such objection should be raised in writing.

If the claim is disputed, the supply of electricity may not be interrupted under the first paragraph, subparagraph 8. However, the consumer must pay the part of the claim that the consumer and the electricity supplier agree that the consumer should pay. The part that is in dispute does not have to be paid until the dispute is settled.

5.4 Where the electricity supplier has the right to suspend supply under Clauses 5.2 to 5.3, the electricity supplier may instead choose to cancel the contract. Cancellation can also occur if the consumer's installation has been disconnected for at least six months. If the electricity supplier cancels the contract, it must immediately notify the network operator of the cancellation.

5.5 The supply shall not be resumed until the consumer has fulfilled all their obligations under the contract and has paid reasonable compensation for the costs incurred by the electricity supplier in connection with the measures taken to interrupt and resume the supply. However, such remuneration shall not be charged for information relating to the options available to avoid the interruption of the supply. Supply must also be resumed if the remaining non-compliance is insignificant.

If supply has been interrupted due to the consumer's non-payment, the electricity supplier shall be entitled to request acceptable security or advance payment in accordance with the fourth to sixth paragraphs of Clause 4.4 in order to resume supply. The electricity supplier is also entitled to require monthly invoicing.

5.6 If the consumer prematurely cancels a fixed-term contract for electricity to be supplied in whole or in part at a fixed price, without grounds for cancellation under Clause 5.7, the electricity supplier may charge a fee. The charge may only relate to costs associated with the electricity supplied at a fixed price, must be reasonable, and may not exceed the direct financial loss caused by the early termination.

The charge may only be levied if the electricity supply contract clearly states that it may be levied and what it covers.

5.7 If the electricity supplier fails to fulfil its obligations and this constitutes a material breach of contract, the consumer has the right to cancel the contract. However, before cancellation can take place, the electricity supplier must be given the opportunity to take remedial action within a reasonable time.

If the consumer cancels the contract, the electricity supplier must immediately inform the network operator thereof.

6. Supply obligation, validity, amendments and additions

6.1 Unless otherwise agreed, the contract will terminate no later than 14 days after the consumer terminates the contract. The consumer is entitled to give notice to terminate the contract either orally or in writing.

Under the Electricity Act, the electricity supplier is obliged to supply electricity to the consumer's outtake point. The supply obligation ceases if the consumer stops withdrawing electricity at the outtake point, if another electricity supplier starts supplying electricity to the consumer at the outtake point, or if the consumer is guilty of a breach of contract that entitles the electricity supplier to request that the supply of electricity be interrupted on the basis of the provisions of the Electricity Act.

6.2 Where the electricity supplier and the consumer have concluded a fixed-term contract for the supply of electricity, the electricity supplier must inform the consumer, in a separate notice, not earlier than 90 days and not later than 60 days before the expiry of the contract, of the date of expiry of the contract and the consequences thereof.

6.3 An electricity supplier that intends to change the terms of a contract of indefinite duration must inform the consumer of the change and of the consumer's right to terminate the contract in a separate notice. If the change of the terms and conditions concerns the price for the supply of electricity, the reasons and terms and conditions for the change must also be stated in the notice.

The electricity supplier must inform the consumer at least two months before the new conditions will begin to apply.

If the consumer then chooses to terminate the contract, the contract will expire at the latest on the date on which the change of terms and conditions enters into force, provided that the consumer has given one month's notice, unless a shorter notice period has been agreed.

6.4 In the event of a price change, the new price will be applied on the basis of either the collected meter reading, if it is collected within a reasonable period of time from the date of the change, or an estimated meter reading calculated on a reasonable basis.

6.5 A current electricity contract may not be converted into a contract with a dynamic electricity price without the consumer having been informed of the possibilities, costs and risks associated with such a contract and having given their consent.

7. Information, guidance and dispute resolution

7.1 The electricity supplier is required by law to provide on the invoice, or where appropriate by clear reference on the invoice to a website or application, information about

1. contact details of independent user guidance regarding available energy efficiency measures;
2. how consumers can make complaints and how complaints are handled;
3. the rights of the consumer;
4. an independent dispute resolution entity and the contact details of such entity, as well as those of
5. the Swedish Consumer Energy Markets Bureau, to which consumers can turn for information on their rights, applicable law, and available dispute resolution mechanisms in case of a dispute.

7.2 For information and guidance, consumers can contact the Swedish Consumer Energy Markets Bureau, the Swedish Energy Markets Inspectorate, the Swedish Consumer Agency, or consumer advisers.

7.3 These General Terms and Conditions shall be interpreted and applied in accordance with Swedish law. Disputes concerning the validity, interpretation and application of the contract will primarily be settled through dialogue between the parties. If such a dialogue does not resolve the dispute, at the consumer's request, the dispute may be considered by the Swedish National Board for Consumer Complaints, Box 174, 101 23 Stockholm, www.arn.se. The dispute may also be heard by a general court.

7.4 The party that has a claim against the other party is entitled to interest under the Swedish Interest Act (1975:635).

7.5 If a dispute is being considered by any of the bodies described in Clause 7.3, recovery of the debt to which the dispute relates may not take place until the dispute is finally settled.

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