

GENERAL TERMS AND CONDITIONS FOR THE CONNECTION OF ELECTRICAL HIGH-VOLTAGE INSTALLATIONS TO THE NETWORK AND THE DISTRIBUTION OF ELECTRICITY TO OR FROM SUCH INSTALLATIONS

GENERAL TERMS AND CONDITIONS drawn up by Energiföretagen Sverige.

The terms and conditions are intended to supplement the individual connection and distribution agreements that the parties shall enter into in writing.

1. Introductory provisions

1.1 These general terms and conditions relate to the connection of high-voltage electrical installations and the distribution of electricity to or from such installations and shall apply when agreed in writing by the parties. Deviations from these general terms and conditions apply if they have been agreed in writing.

If the written agreement and ELNÄT 2025 H contain conflicting terms and conditions, the agreement shall prevail.

1.2 If the customer is the keeper of a property or part of a property in a capacity other than owner, the customer shall ensure that the network operator is guaranteed the same rights in relation to the property owner as if the customer were the owner of the property.

1.3 For the purposes of these general terms and conditions, the following definitions shall apply

- *designated electricity supplier*: the electricity supplier that sells electricity to customers 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 system operator, has assumed financial responsibility for ensuring that the electricity system is supplied with as much electricity as is withdrawn at the customer's outtake point.

- *electricity supplier* (electricity provider according to the Electricity Act (1997:857)): the company from which a customer buys their electricity.

- *network operator*: the undertaking which connects and distributes electricity to the customer with the support of a network concession.

- *network concession*: authorisation to lay, use and maintain electricity lines in the area where the customer's installation is located.

- *system operator*: the authority, Affärsverket svenska kraftnät, which has overall responsibility for ensuring that the country's production and consumption of electricity are in balance.

- *outtake point*: according to the Electricity Act, the point at which a customer who has a contract with a network operator withdraws electricity for consumption.

2. Connection of electrical installation

- 2.1** The network operator shall provide a connection to the electricity network for three-phase alternating current of normally 50 Hz and at the nominal mains voltage specified in the contract. The network operator shall seek to keep the voltage variations and the proportion of harmonics within limits consistent with good engineering practice.

3. Obstacles to the performance of the contract

- 3.1** A party is not obliged to perform the contract if such performance is significantly hampered as a result of obstacles that are beyond its control. Obstacles include war, decisions by public authorities, major operational disturbances, disruptions in public transportation or other circumstances that neither party has caused, 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.
- 3.2** If the authority with system responsibility Svenska kraftnät requests that the withdrawal or feed-in of electricity in the area be limited or interrupted, then under the Electricity Act, the network operator may be obliged to interrupt or limit the distribution of electricity to or from the customer's connection point.
- 3.3** The network operator is entitled to interrupt the distribution of electricity in order to take measures that are justified for reasons of electricity safety or to maintain good operational and supply reliability. In any case, the interruption must not last longer than the action requires.
- 3.4** If the network operator can foresee an interruption or restriction in distribution, the customer must be informed in good time by appropriate means.
- 3.5** Interruptions shall be kept as short as possible and as far as possible scheduled at times that cause the least overall inconvenience to the customers concerned.
- 3.6** Where it is necessary to interrupt or restrict the withdrawal or feed-in of electricity by customers pursuant to Clauses 3.1 or 3.3, the network operator must allocate available capacity among its customers as fairly as possible.

When it is necessary to interrupt or limit the withdrawal of electricity in accordance with Clause 3.2, this must be done in such a way as to give priority to essential electricity users.

The customer is obliged to restrict its withdrawal or feed-in according to the instructions of the network operator.

4. Compensation for loss or damage and interruption

- 4.1** The network operator must inform the customer about security of supply in the network and about the right to outage compensation and compensation for loss or damage under the Electricity Act.

Compensation for loss or damage

- 4.2** The Electricity Safety Act (2016:732) contains provisions on liability for loss or damage caused by electricity.
- 4.3** In cases where the liability provisions of the Electricity Safety Act do not apply, the customer is entitled to compensation from the network operator for interruption,

restriction or other disruption of distribution only if this has been caused by carelessness or omission on the part of the network operator.

The right to compensation does not cover pure economic loss or consequential loss in the event of personal injury or damage to property.

4.4 If a customer complains that supplier switch has not been carried out correctly or in good time, the network operator is responsible for investigating the matter, following consultation with the notifying electricity supplier. The network operator must also inform the customer of the cause of the fault. Unless there are special reasons, the notice must be given to the customer within one month of the date on which the customer contacted the network operator.

4.5 If the commencement of electricity supply or supplier switch has not been carried out in accordance with the legislation and this is due to the network operator, the customer is entitled to compensation for the resulting loss or damage.

If the customer has proven it likely that they have suffered loss or damage but the amount of loss or damage does not amount to SEK 1500 per outtake point and incident of loss or damage, the customer shall still receive compensation of SEK 1500. To receive a higher amount of compensation, the customer must prove the loss or damage and its extent.

4.6 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.

Outage compensation

4.7 If the outtake point is electrically disconnected in one or more phases from the energised, licenced network for a continuous period of at least twelve hours, the customer is entitled to outage compensation, unless one of the following situations applies.

1. The interruption is due to the customer's negligence.
2. The distribution has been suspended pursuant to Clause 3.3.
3. The network operator is able to show that the interruption was due to an obstacle beyond the control of the network operator concerned, which it could not reasonably have anticipated and the consequences of which it could not reasonably have avoided or overcome.
4. The interruption is attributable to a fault in a network the lines of which have a voltage of 220 kilovolts or more.

4.8 The network operator to whose network the customer's installation is connected must pay outage compensation to the customer in accordance with Clauses 4.9 to 4.13.

The right to outage compensation does not apply to the customer's feed-in of electricity.

4.9 When calculating outage compensation, a period of interrupted distribution of electricity (outage period) shall be deemed to have ended at the time when the interruption ceased, if the distribution has thereafter operated continuously for the next two hours.

Outage compensation for an outage period of at least twelve hours and no more than twenty-four hours shall be paid amounting to 12.5 per cent of the customer's estimated annual network cost, but no less than 2 per cent of the price base amount according to the Social Insurance Code (2010:110), rounded to the nearest hundred kronor.

If the outage period is longer than twenty-four hours, additional compensation shall be paid for each subsequent commenced twenty-four-hour period, amounting to 25 per cent of the customer's estimated annual network cost, but no less than 2 per cent of the price base amount, rounded up to the nearest hundred kronor.

The outage compensation for an outage period shall amount to a maximum of 300 per cent of the customer's estimated annual network cost.

- 4.10** Outage compensation may be adjusted as is reasonable
- if the outage compensation is unreasonably burdensome with regard to the financial circumstances of the network operator or of the owner of another network liable under the Electricity Act to pay compensation to the network operator due to the interruption; or
 - if the work of getting the distribution of electricity started has had to be delayed in order to avoid exposing the workers to significant risks.
- 4.11** The network operator shall pay outage compensation without unreasonable delay and never later than six months from the end of the month in which the network operator became or should have become aware of the interruption.

If payment is not made in due time, interest on unpaid compensation is payable in accordance with Section 6 of the Interest Act (1975:635).

- 4.12** If the customer has not received outage compensation, the customer must notify the network operator of the claim for outage compensation within two years of the end of the interruption. If the customer does not do so within said timeframe, they will subsequently lose the right to outage compensation for the interruption in question.
- 4.13** Compensation for outage shall be deducted from compensation for loss or damage paid for the same electricity interruption.

5. Installations

General rules

- 5.1** Each party shall keep its installations in good condition and in accordance with the regulations in force from time to time and shall ensure that their construction and operation do not interfere with or damage the installations of the other party or equipment connected to its network.

In the event of a disruption of distribution due to a fault in the installations for which a party has operational responsibility, that party shall promptly eliminate the cause of the disruption. That party shall immediately notify the other party when the defect is detected and when it is remedied.

- 5.2** At the connection point specified in the agreement, the party shall, by special agreement, provide space and facilities for the equipment needed for connection, operation and maintenance of the installations required for the connection.

The party which owns the installation in which distribution is metered is obliged, at no cost to the other party, to provide space and facilities for the latter's metering equipment specified in Clause 5.8, and to run the necessary lines for this.

- 5.3** The parties are entitled, at their own expense and if space is available, to install metering equipment other than the metering device specified in Clause 5.8 and to carry out the other activities necessary for checking the amount of electricity distributed. Unless otherwise agreed with the network operator, metering equipment

owned by the customer may only be installed after the metering device specified in Clause 5.8.

- 5.4 A party that keeps part of an installation at the other party's premises is liable for any damage caused to the part of the installation, unless the damage was caused by the other party's negligence.
- 5.5 Each party shall inform the other party as early as possible regarding its plans with respect to such technical conditions that may be of significance for the construction and operation of the electrical installations.

The network operator's installations

- 5.6 For a connection fee, the network operator runs the necessary lines to a connection point chosen by the network operator. The network operator owns the lines and determines their location after consultation with the customer. If the customer wishes to alter the connection point, change the location or increase the capacity, the network operator arranges for such work to be done against special payment.
- 5.7 The network operator's lines are intended for the connection and distribution of electricity and may not be used for any other purpose without the written permission of the network operator.
- 5.8 The network operator is entitled to instal and maintain meters and other equipment required for metering, referred to here as the "metering device", within the property where the connection is located. The location for this is chosen by the network operator after consultation with the customer, and the location shall be made available at no cost to the network operator.

The metering device is the property of the network operator or at its disposal, and may only be handled by the network operator or someone engaged by it.

- 5.9 The customer must ensure that the metering device is easily accessible to the network operator. The seals or other barriers of the network operator must not be broken.
- 5.10 The network operator shall allow the customer to access such parts of the installation that belong to the customer and are housed at the premises of the network operator. In addition, the customer shall be given access for meter reading.

Customer's installation

- 5.11 According to the Electrical Safety Act, the operator of the installation is responsible for ensuring that the installation is safe and used safely. Existing seals do not affect this responsibility.

All work on the customer's installation must be carried out in accordance with the Electrical Safety Act and other applicable regulations. The work must be carried out by a registered electrical installation company or an authorised electrical installer with the correct authorisation for the carrying out the work, subject to the provisions in force.

- 5.12 Electrical installation work that entails a need for a new connection, altered connection or significant change to the customer's consumption, consumption pattern or installation must be notified in advance in writing to the network operator by a registered electrical installation company or an authorised electrical installer before the work begins.

Electrical installation work may only be carried out with the approval of the network operator.

- 5.13 Notice of the completion of the electrical installation work in accordance with the first paragraph of Clause 5.12 must be provided in writing to the network operator by a registered electrical installation company or an authorised electrical installer, and the items covered by the notification may only be put into operation following approval by the network operator.

- 5.14 When planning new construction or renovation of the customer's installation for the voltage specified in the contract at the connection point, the customer shall obtain information about the conditions that apply for connection to the electricity network. The same applies to the customer's other installations that are of significance for the operation of the network operator's installations.

The advance-notification, maps, drawings and other information must be submitted to the network operator for review in good time before the construction work begins. Such review shall be carried out without undue delay.

- 5.15 The connection of the customer's installation to the network may only be carried out by the network operator or in consultation with it.

- 5.16 The customer may not connect the network operator's installations to another power source or installation unless otherwise agreed.

Customers who do not have a network concession for an area or line may only distribute electricity to another party's installation if this is permitted by statute. If such distribution takes place, the customer shall inform the network operator of this.

- 5.17 Following consultation with the customer, the network operator or a person engaged by the operator must be given access to the installation and metering device.

- 5.18 The network operator is entitled to carry out an inspection of the customer's installation with the voltage specified in the contract at the connection point.

If the network operator discovers faults in the customer's installation during connection or inspection, the network operator must inform the customer of this.

The customer is obliged to make, at its own expense, any changes to its installations that are necessary in connection with the above-mentioned inspection to achieve satisfactory operating conditions.

An inspection does not mean that the network operator assumes the responsibilities and obligations that the customer or the person who carried out work on the customer's installation may have.

- 5.19 Unless otherwise agreed, the feed-in of reactive power to the network operator's installations may only occur temporarily and unintentionally. At the request of the network operator, the customer shall adapt the operation of its installations for the production of reactive power to the conditions regarding reactive power on the network operator's installation if this can be done without significant cost or inconvenience to the customer.

- 5.20 The customer shall ensure that the proportion of harmonics or other impact from its installation on other customers' or the network operator's installations does not contravene good technical practice or cause inconvenience to the network operator's other customers.

6. Metering, collection and reporting of meter readings, and invoicing

Metering

- 6.1 Electricity distributed to or from the customer's installation is registered by the electricity network operator's meter.**

If the metering device includes electricity meters with transmission of metered values or pulses to terminals or central systems and the transmitted record does not match the electricity meter record, the electricity meter record shall apply.

The customer's distribution shall be measured and settled in accordance with the applicable statutes.

- 6.2 If the customer has reason to believe that there is a fault in the metering device, the customer must notify the network operator without undue delay. The customer then has the right to request that the metering device be tested. The test is carried out by the network operator or, if the customer agrees, by an agent of the network operator. However, the customer has the right to request that the test be checked or carried out by an impartial expert.**
- 6.3 During testing, the information registered by the meter shall be considered acceptable if the deviation does not exceed that which is permitted under the regulations in force at the time. If the deviation is greater, the meter readings must be corrected and the amount of electricity distributed corrected to correspond to the corrected values.**
- 6.4 If testing is carried out at the customer's request and it is then established that the information registered by the meter is acceptable according to Clause 6.3, the customer must reimburse the network operator for no more than the out-of-pocket costs incurred for the testing. Otherwise, the test is paid for by the network operator. The network operator must inform the customer requesting the test in advance of the estimated cost of the test.**

Collection and reporting of meter readings and invoicing

- 6.5 The network operator's metering, collection and reporting of meter readings must be carried out in accordance with the statutes.**

A customer who requests that electricity distribution be metered in a manner that exceeds the scope of the statutory requirements shall be charged by the network operator for the additional cost of this metering and for reporting the results of these meterings. If the metering of the customer's distribution then requires different metering equipment than in the case of statutory metering, the customer must cover the cost of the meter with the associated collection equipment, as well as its installation.

Metering costs other than those mentioned above may not be charged to the customer.

- 6.6 The network operator's invoice to the customer must be clear and state**
- 1. the amount to be paid;**
 - 2. a breakdown of the amount into components, one component of which shall relate to tax;**
 - 3. the due date;**
 - 4. the current prices on which the invoice is based; and**
 - 5. where applicable, if the contract provides for a future change in the product or price, together with the date on which the change will take effect.**

- 6.7 The network operator must invoice the customer on the basis of metered actual distribution.**

Nonetheless, for particular reasons, invoicing may be provisional and based on an estimated quantity of distributed electricity. The estimated quantity of distributed electricity shall then be determined on the basis of the customer's previously known distribution and other circumstances, such as changes reported by the customer that can be assumed to affect the quantity of distributed electricity.

Where a network operator applies an advance payment system, this must be reasonable.

- 6.8 If, during testing or in some other way, it is discovered that the metering device is not working, or if it has registered a different amount of distributed electricity than the actual amount, or if errors have occurred in the collection of meter readings, then after consultation with the customer and the electricity supplier concerned, the network operator must estimate the amount of electricity that has been distributed. The estimate is made on the basis of the customer's previously known meter readings and other circumstances that may have affected the distribution. The estimate shall form the basis for the network operator's invoicing.**

An estimate of this kind shall go back no longer than twelve months from the date on which the fault became known to both contracting parties. If a party should have known of a circumstance referred to in the first paragraph without informing the other party, an estimate may be made for a longer period.

If the quantity distributed has been estimated in accordance with this clause, the network operator shall inform the customer of this no later than in connection with the invoicing.

- 6.9 If the customer has been invoiced an incorrect amount, the incorrectly invoiced amount shall be adjusted. The adjustment is normally applied in the next invoice.**
- 6.10 Unless there are particular reasons to the contrary, the final invoice must be based on the collected meter readings.**

7. Payment and security

- 7.1 The customer must pay for being connected to the network and for the distribution of electricity. The payment obligation also covers the distribution of electricity that the customer has been unable to use due to a fault in their installation or for other reasons not attributable to the network operator.**
- 7.2 If the customer starts to withdraw electricity from the outtake point without having a valid contract with an electricity supplier, the customer must provide payment for the electricity to the electricity supplier that the network operator is obliged to designate under Clause 10.3, in accordance with the terms and conditions applied by this electricity supplier.**
- 7.3 Payment must be received by the network operator no later than the due date stated in the network operator's invoice, which may be no sooner than 15 days after the network operator sent the invoice, unless otherwise agreed in writing.**
- 7.4 If payment is not made on time, then in addition to the invoiced amount, the network operator is entitled to claim from the customer 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.

- 7.5 If the network operator has reasonable cause to fear that the customer will not meet their payment obligations, the network operator is entitled to request an acceptable security or advance payment for continuing connection and distribution. However, security shall not be requested for more than half of the estimated charges in any one year. Advance payment shall not be requested for more than the estimated charges for the next three-month period.

If the customer has provided security under this clause, the deposited funds must be placed in an interest-bearing account separate from the network operator's own assets.

8. Interruption of electricity transmission (disconnection) and reconnection

- 8.1 If the customer omits to pay charges which are due, provide security or make an advance payment, and the omission is not insignificant, the network operator may disconnect the customer's installation from the network. Disconnection may also take place if the customer is guilty of another material omission in accordance with these terms and conditions and what has otherwise been agreed.

- 8.2 Before the network operator takes the action described in Clause 8.1, the customer shall be given the opportunity to take remedial action.

If the omission relates to payment, the customer must be given a reasonable time, at least 15 days from the request to take remedial action, to pay before the supply may be disconnected.

- 8.3 Disconnection may also take place when the customer breaches terms in an electricity supply contract regarding the electricity that the network operator distributes to the customer, and the breach entitles the electricity supplier to request disconnection. The responsibility for ensuring that the right to disconnect exists always lies with the electricity supplier that requested the measure.

If the customer has changed electricity supplier after disconnection in accordance with the first paragraph, the network operator may not refuse to reconnect the customer.

- 8.4 Disconnection may not take place if the claim is in dispute. However, if the claim is only partially in dispute, the non-disputed part of the claim may, if the other conditions set out in Clauses 8.1 and 8.2 are met, constitute grounds for disconnection.

- 8.5 Reconnection shall not take place until the customer has fulfilled all their obligations under the contract, paid compensation for the network operator's costs in connection with the measures taken to disconnect and reconnect the distribution, and provided any requested security or advance payment.

9. Disposal of land, etc.

- 9.1 For the construction and maintenance of the network operator's installations for the distribution of electricity within the network operator's network concession area, the customer must grant the use of land to the extent necessary and allow the network operator access to the properties concerned. This includes the right of the network operator to maintain and repair the installations and to cut down trees and bushes

that constitute a danger or obstacle to the installations. In these situations, due account must be taken of the interests of the customer.

- 9.2 The customer must be compensated in accordance with the applicable laws and practices for any loss or damage resulting from the measures referred to in Clause 9.1.

If the network operator's installations are intended exclusively for the connection and distribution of electricity to the customer's installation, compensation is only provided for temporary loss or damage.

In no case will compensation be paid for insignificant temporary loss or damage.

- 9.3 The customer may not erect a building, change the ground level, or take other measures that jeopardise the safety, function or operation of the network operator's installations, or access to them.

- 9.4 If one of the parties requests the network operator's installations to be moved or otherwise altered, or takes measures that require such a move or alteration, the other party shall cooperate to ensure that the move or alteration is carried out to the extent possible. Costs arising from the move or alteration shall be borne by the party requesting the move or alteration. A decision in a planning matter by a municipality, solely in the municipality's capacity as a planning authority, does not entail for the municipality such a payment obligation as is referred to in this clause.

- 9.5 If the network operator's installation is not in operation and will not be used in the future, the network operator must remove the installation at its own expense if the customer so requests and the installation causes significant harm to the customer.

- 9.6 The customer is obliged, upon request, to sign an easement agreement or to help the network operator obtain a right of way for its installations and to ensure that the network operator obtains a registration in the property as security for the easement agreement.

10. Change and designation of electricity supplier

- 10.1 Upon commencement of electricity supply, the network operator is obliged to ensure that the customer's choice of electricity supplier is implemented, provided that notification from the electricity supplier to the network operator has been made in the prescribed manner.

- 10.2 The supplier switch must be carried out at no extra cost to the customer.

The network operator must implement the supplier switch as notified by the new electricity supplier chosen by the customer.

The network operator is obliged to carry out the switch by the date agreed between the electricity supplier and the customer, provided that notification by the electricity supplier has been provided no later than 14 days before the switch is to be carried out.

If the change of electricity supplier and/or balance responsible party has not taken place in the prescribed manner, the previous electricity supplier will continue to supply, or the balance responsibility will remain with the previous balance responsible party until the change can take place.

- 10.3 If a customer does not have an electricity supply contract with an electricity supplier, the network operator is obliged by law assign a supplier to the customer (designated electricity supplier).

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in the event of a legal dispute the original Swedish version will be relied upon.

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The network operator must inform the customer without delay of the electricity supplier it has assigned them and of the customer's possibility of changing electricity supplier.

10.4 If the network operator refers the customer to an electricity supplier in accordance with Clause 10.3, the network operator must simultaneously inform the referred electricity supplier of this.

11. Adjustment of charges, etc.

11.1 If the network operator's costs for connection and distribution change as a result of a special tax or charge prescribed by an authority or as a result of new or amended legislation or regulation or as a result of any other measure by the public authorities, the charges may be adjusted in line with the changes in costs if this was not taken into account in the agreement when the charges were determined.

11.2 The Swedish Energy Markets Inspectorate is the national regulatory authority under the Electricity Act and can, among other things, supervise the network operators' network tariffs for the distribution of electricity. The Swedish Energy Markets Inspectorate can also review the conditions and costs of connection.