

## **GENERAL TERMS AND CONDITIONS FOR THE CONNECTION OF ELECTRICAL INSTALLATIONS TO THE NETWORK AND THE DISTRIBUTION OF ELECTRICITY TO SUCH INSTALLATIONS (CONSUMERS)**

**GENERAL TERMS AND CONDITIONS drawn up by Energiföretagen Sverige, after agreement with the Swedish Consumer Agency.**

### **1. Introductory provisions**

- 1.1 These General Terms and Conditions apply between the network operator and the consumer and concern the connection of electrical installations and the distribution of electricity. Other terms and conditions apply to those who conduct business or other similar activities.

For the feed-in of electricity from electrical generation and energy storage installations, different terms and conditions 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 network operator shall be entitled to make such amendments to the General Terms and Conditions vis-à-vis the consumer. Where the network operator 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.

- 1.3 If the consumer owns a property or part of a property, or holds a right to a property or part thereof other than ownership, such as a right of tenancy or right of tenant-ownership, the consumer shall actively work to ensure that the network operator is granted the same rights in relation to the owner of the property as if the consumer were the owner of the property.

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

- *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.

- *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 distributes electricity to the consumer with the support of a network concession.

- *consumer*: a natural person to whom electricity is distributed, mainly for non-business purposes.

- *consumer's installation*: installation for the use of electricity within the property/residence, after the connection point.

- *network concession*: authorisation to construct, use and maintain heavy current power lines in the area where the consumer's installation is located.

- *fuse limiter housing*: refers to the part of the fuse equipment that limits the size of the fuse (plug fuse) that can be used.

- *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. The parties' agreement**

2.1 These General Terms and Conditions apply to connection to the network and the distribution of electricity to the consumer's outtake point. The network operator applies the network tariffs in force at any given time.

2.2 If the network operator or the consumer so wishes, a written notification must be made or a written network contract must be drawn up.

The consumer must provide proof of identity at the time of conclusion of the contract, if the network operator so requests.

A contract between a consumer and a network operator must contain information about

1. the name, address, telephone number and website of the network operator,
2. when the contract is concluded and its period of validity,
3. the obligations of the network operator to the consumer,
4. the terms and conditions for invoicing and payment,
5. the terms and conditions for terminating the contract,
6. the terms and conditions for compensation in the event that the network operator fails to fulfil its contractual obligations,
7. where the consumer can find information about the prices and other terms and conditions of the network operator, and
8. how consumer-related information is provided.

2.3 The network operator determines the voltage and current type. If changes to these entail costs for the consumer for the replacement of appliances etc., these costs must be reimbursed by the network operator. In doing so, account must be taken of the resulting change in value.

2.4 The consumer may not connect an electrical generation or energy storage installation to the network without the approval of the network operator.

If the distribution of electricity to the consumer's installation is interrupted, the feed-in of electricity to the network will also cease.

## **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 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.

Even if the network operator is not obliged to perform the contract in accordance with the first paragraph, the consumer is entitled to compensation for loss or damage in the event of interruption of distribution, in accordance with the provisions of the Electricity Act set out in Clauses 4.2 to 4.4 below.

- 3.2 If the authority with system responsibility Svenska kraftnät requests that the withdrawal 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 the consumer's outtake 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 something other than a short-term interruption in distribution, the consumer must be informed of this in good time via personal notification or, where appropriate, through the posting of notices.
- 3.5 Where it is necessary to interrupt or restrict the withdrawal of electricity pursuant to Clauses 3.1 or 3.3, the network operator must allocate available capacity 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.

#### **4. Compensation for loss or damage and outage compensation**

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

If the consumer makes a claim for compensation, the consumer should initially contact the network operator. See also Clause 4.9 for the consumer's right to take legal action.

##### Compensation for loss or damage under the Electricity Act

- 4.2 If distribution is interrupted due to the consumer's breach of contract, but the network operator did not have a legal basis for interrupting distribution, the consumer is entitled to compensation for loss or damage caused by the network operator.
- 4.3 If the network operator has not informed the consumer in accordance with Clause 3.4, the consumer is entitled to compensation for loss or damage caused by the network operator.
- 4.4 A consumer is entitled to compensation for loss or damage caused by the network operator if the distribution of electricity is interrupted without this being due to the consumer's breach of contract and without there being a right to interrupt the distribution under Clause 3.3.

However, this does not apply if the network operator shows that the interruption is due to an obstacle beyond its control which the network operator could not reasonably have been expected to have anticipated and the consequences of which the network operator could not reasonably have avoided or overcome.

- 4.5 If the interruption is caused by someone engaged by the network operator to carry out maintenance, repairs, or similar work, the network operator is only exempt from liability for loss or damage if the person engaged would also be exempt under Clause 4.4.
- 4.6 The right to compensation under Clauses 4.2 to 4.5 includes expenses and loss of income and other losses due to the interruption.

- 4.7 The consumer must notify the network operator of claims for compensation under Clauses 4.2 to 4.6 within two years of the occurrence of the loss or damage.

If the consumer does not do so, they lose their right to compensation for the loss or damage incurred.

Compensation for loss or damage under the Electricity Safety Act and the Tort Liability Act

- 4.8 The Electricity Safety Act (2016:732) contains provisions on liability for loss or damage caused by electricity. There are also provisions in the Tort Liability Act (1972:207) that regulate liability for loss or damage caused by intent or negligence.

In determining compensation for loss or damage, Chapter 5 of the Tort Liability Act shall apply, with the exception of what applies under Clause 4.13 of these Terms and Conditions.

When determining compensation for material loss or damage pursuant to the rules on safety defects in electricity (product liability provisions), an amount of SEK 3,500 must be deducted in accordance with the Electrical Safety Act.

- 4.9 A consumer wishing to take legal action regarding a claim for compensation under the product liability provisions of the Electrical Safety Act must bring the action within three years of becoming aware that the claim could be brought. However, the claim for compensation must be submitted within 10 years of the distribution of the electricity by the allegedly liable party.

A consumer who wishes to take legal action regarding compensation pursuant to other rules on liability contained in the Electrical Safety Act must bring an action for such compensation within two years of the occurrence of the loss or damage.

If the consumer fails to take legal action in due time as described in this clause, then according to the Electricity Safety Act, the consumer is not entitled to compensation for the loss or damage incurred.

Other provisions on compensation for loss or damage

- 4.10 If a consumer complains that a 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 consumer of the cause of the fault. Unless there are special reasons, the notice must be given to the consumer within 14 days of the date on which the consumer contacted the network operator.

- 4.11 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 consumer is entitled to compensation for the resulting loss or damage.

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.

- 4.12 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.

- 4.13 The right to compensation for loss or damage does not cover loss or damage attributable to business activity.

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- 4.14 The Limitation Act (1981:130) contains general provisions on the limitation of rights to compensation.

### Outage compensation

- 4.15 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 consumer is entitled to outage compensation, unless one of the following situations applies
1. The interruption is due to the consumer'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.

- 4.16 The network operator to whose network the consumer's installation is connected must pay outage compensation to the consumer in accordance with Clauses 4.17 to 4.21.

The right to interruption compensation does not apply to the feed-in of electricity.

- 4.17 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 consumer'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 up 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 consumer'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 consumer's estimated annual network cost.

- 4.18 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.
- 4.19 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).

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

## 5. Installations

- 5.1 The parties may not use their installations in such a way that loss or damage may occur at the other party's installations, or in such a way that disruptions may occur in the network or for other customers.

### The network operator's installations

- 5.2 Under the Electricity Act, the network operator must ensure that the distribution of electricity is of good quality.
- If there are reasonable grounds to assume that the electricity quality is deficient, the network operator must carry out an investigation of the electricity quality at the consumer's outtake point, free of charge to the consumer.

If a deficiency is identified, the network operator may be obliged under the Electricity Act to remedy deficiencies in distribution.

- 5.3 For a one-off 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 consumer. If the consumer wishes to alter the connection point, change the location or increase the capacity, the network operator arranges for such work to be done against payment to cover the additional costs incurred.
- 5.4 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 permission of the network operator.
- 5.5 The network operator is entitled to instal and maintain meters and other equipment required for checking consumption, 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 consumer, 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 the network operator.

The consumer must ensure that the metering device, if available to the consumer, is easily accessible to the network operator, so that the network operator can safely carry out work on and check the metering device.

If the network operator plans to replace a meter, the consumer must be informed well in advance why and when this will happen, unless there are special reasons. Other appropriate information, e.g. on the operation of the meter, must according to regulation also be provided in connection with the installation of new meters.

- 5.6 The seals or other barriers of the network operator must not be broken. However, a registered electrical installation company engaged by the consumer or an authorised electrical installer is entitled to break the seals of the network operator in connection with troubleshooting or inspection of the consumer's installation. Such breaking of the seal shall

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be reported to the network operator by the registered electrical installation company or the authorised electrical installer as soon as possible, but no later than the next working day.

### Consumer's installation

- 5.7 According to the Electrical Safety Act, the holder 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 consumer'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, subject to the provisions in force.
- 5.8 The consumer is responsible for ensuring that the main fuse (meter fuse) and associated fuse limiter housings meet the consumer's needs. This includes checking that the fee-determining fuse limiter housing and the main fuse are in line with what has been agreed with the network operator.
- 5.9 The connection of the consumer's installation to the network may only be carried out by the network operator.
- Electrical installation work that entails a need for a new connection, altered connection or significant change to the consumer's installation must be notified in advance and in writing to the network operator by a registered electrical installation company or an authorised electrical installer. Such a change may, for example, be a change in the fee-determining fuse limiter housing and main fuse, installation of a permanently connected charging box, solar cells, heat pump, battery (energy storage), spa bath, or similar.
- Electrical installation work may only be carried out with the approval of the network operator.
- 5.10 Notice of completion of electrical installation work in accordance with the second paragraph of Clause 5.9 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.
- 5.11 The consumer owns and is responsible for paying for, installing, maintaining and, if necessary, renewing the equipment required for the connection and the metering device, such as the meter board, meter cabinet and meter cables.
- 5.12 The network operator is entitled to require the consumer to modify their installation at their own expense and without unreasonable delay, so that safe operating conditions are achieved and compliance with applicable regulations is ensured.
- 5.13 At the request of the network operator, the consumer is obliged to provide information about the connected appliances and equipment and their nature and power requirements.
- 5.14 The consumer may not connect the network operator's installation to another power source or installation unless otherwise agreed.
- 5.15 Following consultation with the consumer, the network operator or a person engaged by the operator must be given access to the installation and metering device available to the consumer.
- 5.16 The network operator is entitled to carry out an inspection of the consumer's installation.

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

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

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

### Metering

- 6.1 Electricity distributed to the consumer is registered by the network operator's meter.
- If the collected meter readings do not match the meter's records, the meter's records shall take precedence.
- 6.2 If the consumer has reason to believe that there is a fault in the meter, the consumer must notify the network operator without undue delay. The consumer then has the right to request that the meter be tested. The test is carried out by the network operator or, if the consumer agrees, by an agent of the network operator. However, the consumer 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 consumer's request and it is then established that the information registered by the meter is acceptable according to Clause 6.3, the consumer 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 operator must inform the consumer 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 consumer who requests that electricity consumption 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 this metering. If the metering of the consumer's consumption then requires different metering equipment than in the case of statutory metering, the consumer must cover the cost of the meter with the associated collection equipment, as well as its installation at the outtake point.
- Metering costs other than those mentioned above may not be charged to the consumer.
- 6.6 The network operator's invoice to the consumer 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 take will take effect.



- 6.7 The network operator must invoice the consumer on the basis of metered actual consumption at least once a quarter. However, the consumer has the right to choose monthly invoicing.
- Nonetheless, in exceptional circumstances, invoicing may be provisional and based on estimated consumption. The estimated consumption shall then 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.
- Where a network operator applies an advance payment system, this must be reasonable and based on expected consumption.
- 6.8 When reconciling invoicing based on estimated consumption in accordance with Clause 6.7 (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.
- 6.9 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 consumer 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 consumer'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.
- If the quantity distributed has been estimated in accordance with the preceding paragraph, the network operator shall inform the customer of this no later than in connection with the invoicing.
- 6.10 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 network operator, the network operator shall not be entitled to demand payment for claims relating to the failure to invoice that are more than twelve months old.
- 6.11 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.

- 6.12 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.
- 6.13 At the end of the contractual relationship, the consumer must receive a final invoice within six weeks from the date the contractual relationship ended. After the network operator 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.

## **7. Payment and security**

- 7.1 The network operator must inform the consumer of the payment methods and invoicing options available to the consumer.
- A network operator may not discriminate against a consumer solely on the basis of the payment method chosen by the consumer.
- 7.2 The consumer 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 consumer has been unable to use due to a fault in their installation or for other reasons not attributable to the network operator.
- 7.3 If the consumer starts to withdraw electricity from the outtake point without having a valid contract with an electricity supplier, the consumer 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.
- 7.4 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 20 days after the network operator 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 network operator or other operator, the invoice shall be sent by post.
- 7.5 If payment is not made on time, then in addition to the invoiced amount, the network operator is entitled to claim from the consumer 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.
- 7.6 If, at the time the contract is concluded, the network operator has reasonable cause to fear that the consumer will not meet their payment obligations, the network operator is entitled to request an acceptable security or advance payment for the distribution. Examples of reasonable cause include problems or delays with previous payment obligations to the network operator or one or more entries in the consumer's credit history.
- If the consumer has defaulted on their payment obligations to the network operator during the contract period, the network operator is entitled to request an acceptable security or advance payment for continued distribution.
- If the network operator is entitled to demand a guarantee or advance payment under the first or second paragraphs, the network operator is also entitled to demand monthly invoicing.

The security or advance payment may not exceed an amount equal to four months' estimated charges for the connection and distribution, including associated taxes and other governmental charges.

Where a network operator applies an advance payment system, this must be reasonable and based on expected consumption.

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 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 distribution (disconnection) and reconnection**

8.1 The Electricity Act contains specific provisions on the right of the network operator to interrupt the distribution of electricity due to a breach of contract by the consumer.

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

1. the consumer has failed to fulfil their obligations under the contract with the network operator regarding the distribution 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 the request for action, that the distribution may otherwise be interrupted;
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 distribution may be interrupted even if the circumstances are not those referred to in the first paragraph, subparagraph 6.

Once the contract has been concluded, disconnection may not take place solely on the grounds that the consumer has not provided security or paid in advance.

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

1. the payment relates to the distribution of electricity;
2. the conditions for disconnection under Clause 8.2 are met and the consumer has been informed in good time of the options available to avoid disconnection;
3. the consumer, after the expiry of the period for rectification referred to in Clause 8.2, first paragraph, subparagraph 3, has been requested to pay within three weeks of being served with the request and informed that the distribution may otherwise be interrupted;
4. a notification of the non-payment has been sent, at the same time as the request referred to in subparagraph 3, to the Social Welfare Board of the municipality where the consumer receives the electricity;
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 distribution 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 network operator agree that the consumer should pay. The part that is in dispute does not have to be paid until the dispute is settled.

- 8.4 Disconnection may also take place when the consumer breaches terms in an electricity supply contract regarding the electricity that the network operator distributes to the consumer, 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 consumer has switched electricity supplier after disconnection in accordance with the first paragraph, the network operator may not refuse to reconnect the consumer.

- 8.5 Reconnection shall not take place until the consumer has fulfilled all their obligations under the contract and paid reasonable compensation for the network operator's costs arising from disconnection and reconnection measures. However, such remuneration shall not be charged for information relating to the options available to avoid the interruption of the distribution. Reconnection must also take place if the remaining non-compliance is insignificant.

If distribution has been interrupted due to the consumer's non-payment, the network operator is entitled to request acceptable security or advance payment in accordance with the third to seventh paragraphs of Clause 7.6, in order to resume distribution.

## **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 operator's network concession area, the consumer 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 consumer.

- 9.2 The consumer 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 consumer'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 consumer 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 the consumer requires the network operator's installations to be moved or otherwise modified, the network operator shall cooperate with this demand, barring the existence of a

significant technical obstacle to doing so. The costs incurred by the move or alteration must be borne by the consumer.

- 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 consumer so requests and the installation causes harm to the consumer.
- 9.6 The consumer 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. Commencement of electricity supply and switch and designation of electricity supplier**

- 10.1 Upon commencement of electricity supply (move-in), the network operator is obliged to ensure that the consumer's choice of electricity supplier is implemented, provided that complete notification from the electricity supplier to the network operator has been made no later than the move-in date.

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

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

The network operator is obliged to carry out the switch by the date agreed between the electricity supplier and the consumer, 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 supplier switch has not taken place in the prescribed manner, the previous electricity supplier will continue to supply electricity until the switch can take place.

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

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

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

## **11. Validity, amendments and additions**

- 11.1 The network contract is valid until further notice.

Unless otherwise agreed, the agreement will end one month after the consumer's notice of termination. The consumer is entitled to give notice to terminate the contract either orally or in writing.

The consumer must provide proof of identity upon termination, if the network operator so requests.

As soon as possible after the notice to terminate, the consumer must receive a written confirmation from the network operator.

- 11.2 The network operator may change its prices. In the event of such price changes, the network operator must inform the consumer of the changes. Such notification must be made at least 15 days before the date the change is to take effect, either by means of a specific notice to the consumer or by means of an advertisement in the daily press and information on the network operator's website. "Daily press" means the daily newspaper with the widest circulation in the municipality where the distribution takes place.

Changes in prices due to changes in special taxes or charges imposed by the Swedish State may be made and implemented without prior notice.

The subsequent invoice must clearly state when the price change occurred and its amount.

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

## **12. Information, guidance and dispute resolution**

- 12.1 The network operator must provide clear information on its website about

1. the rights of the consumer;
2. how the consumer can make a complaint;
3. the bodies to which the consumer can turn for information or dispute resolution, and
4. independent user guidance, where consumers can get advice on available energy efficiency measures and comparative profiles.

On the invoice or when it is issued, the network operator must refer to the fact that the information mentioned in the first paragraph is available on the network operator's website and can be provided by other means upon request.

- 12.2 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.
- 12.3 These General Terms and Conditions shall be interpreted and applied in accordance with Swedish law. Disputes concerning the validity, interpretation and application of these General Terms and Conditions will primarily be settled through dialogue between the parties. If such a dialogue does not resolve the dispute, then 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](http://www.arn.se). The dispute may also be heard by a general court or another statutorily authorised body.
- 12.4 If a dispute is considered by any of the bodies described in Clause 12.3, recovery of the debt to which the dispute relates may not take place until the dispute is finally settled.
- 12.5 The party that has a claim against the other party is entitled to interest under the Swedish Interest Act.

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- 12.6 The Swedish Energy Markets Inspectorate is the national regulatory authority under the Electricity Act. Among other things, it supervises the network operators' network tariffs for the distribution of electricity, the quality of the distribution of electricity, and compliance with the consumer protection provisions of the Electricity Act. The Swedish Energy Markets Inspectorate can also review the conditions and price of connection.