

Elektrilevi OÜ standard terms and conditions of the connection contract

Valid from 01.01.2023

1. GENERAL PROVISIONS

1.1 'Standard terms and conditions of the Elektrilevi OÜ connection contract' (hereinafter: standard terms and conditions) govern the connection to the network by Elektrilevi OÜ (hereinafter: network operator or party) or amendment of consumption or generation conditions to a connectee (hereinafter: connectee or party) who wishes to connect an electrical installation to the network operator's network (hereinafter: network) or change the consumption or generation conditions of an existing network connection.

1.2 The standard terms and conditions are an integral part of the connection contract, regardless of having been annexed to the connection contract.

1.3 The network operator ensures the availability of standard terms and conditions on its website and service offices.

1.4 The network operator may perform the obligations provided for in the connection contract itself or use third parties to perform its obligations. By signing the connection contract, the connectee confirms their consent to such transfer of the network operator's obligations and rights, and the willingness to be responsible for the performance of their obligations to either the network operator or a third party appointed by them.

1.5 In matters not regulated in the connection contract and/or standard terms and conditions, the parties are guided by the legislation, 'Connection conditions of Elektrilevi OÜ', and 'Methodology for calculation of the Elektrilevi OÜ connection charge and charge for changing consumption and generation conditions', published on the network operator's [website](#). By signing the connection contract, the connectee has confirmed that he or she has examined the content of the connection contract, including the standard terms and conditions, understands its content, and agrees to the connection contract.

1.6 In the case of connection or amendments to the conditions of consumption or generation, which is accompanied by the connection of a network operator to the transmission network or changes to the conditions of connection to the existing transmission network, the valid 'Standard **terms and conditions** of connection to the transmission network of Elering AS' shall also be adhered to.

2. DEFINITIONS

2.1 temporary technical solution – a temporary electrical installation built by the network operator to prevent the risk of proper non-fulfilment of the terms of the connection contract by the due date;

2.2 Connection conditions of Elektrilevi OÜ – a document established by the network operator, which includes the conditions required for connecting to the network based on the Electricity Market Act and network regulations, including technical conditions and the principles of calculating the charge for connecting to the network and amending consumption or generation conditions;

2.3 electrical installation – an installed operational assembly of electrical installation, conductors and accessories used to generate, transmit, convert, meter, sell or consume electricity;

2.4 connectee – a consumer, electricity manufacturer, line possessor, or other network operator who submits a request to connect his or her electrical installation to the network or to amend the conditions of consumption and generation;

2.5 connection – in the meaning of this document, the first connection of the connectee's electrical installation to the network;

2.6 connection contract – a contract concluded between the network operator and the connectee regarding the connection or the change of consumption and generation conditions that is in writing or in a format that can be reproduced in writing or in an electronic format. The standard terms and conditions of the connection contract valid at the time of the entry into force of the connection contract apply to the connection contract;

2.7 junction box – a distribution board belonging to the network operator, equipped with a circuit breaker limiting the load current and an electrical energy metering system, in which the connection point is located;

2.8 connection point – agreed connection point to the electrical installation of the user or connectee of the network operator's network;

2.9 connection charge – the charge paid by the connectee for connecting to the network;

2.10 payment due date – the calendar day when the payment must have been received in the current account of the network operator;

2.11 metering point – a location where electricity passing through an electrical installation is measured;

2.12 consumption conditions – voltage system, network capacity when electricity is consumed from the network, permitted interruption time of electricity supply or time of restoration of electricity supply, location of the connection point;

2.13 charge for amendment of conditions – a charge for amendment of the conditions of consumption or generation;

2.14 generation conditions – voltage system, type and maximum capacity of the power-generating module, network capacity when electricity is supplied to the network, permitted interruption time of electricity supply or time of restoration of electricity supply, location of the connection point.

2.15 website – the website of the network operator at www.elektrilevi.ee;

2.16 network capacity – the maximum usable capacity of the network connection agreed between the parties, or the rated or set current of the protective equipment for the consumption of electricity and the supply to the network separately. Network capacity is considered to be in the direction of consumption from the network, unless otherwise agreed;

2.17 network – an electrical installation of the network operator or a part thereof, designed to convey electricity to the connection point and/or from the connection point.

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3. CONNECTION AND AMENDING THE CONSUMPTION AND GENERATION CONDITIONS

3.1 The network operator guarantees the connectee amendments to the connection or consumption and generation conditions under the conditions and at the time agreed in the connection contract.

3.2 If, during the performance of the connection contract, a situation arising from the connectee prevents the performance of the connection contract, i.e. the network operator cannot design or build or perform other actions (among other things, if the connectee's registered immovable does not have a detailed plan or building right, the location of the electricity network is not specified in the detailed plan, the connectee's registered immovable has not been prepared, including that the construction front is not guaranteed, the soil is not guaranteed according to the vertical plan, the road locations are not marked, there are no property boundary markers, there is no access road, there is no surface water drainage), the network operator informs the connectee of the circumstances preventing the performance of the connection contract and sets a reasonable deadline for the connectee to eliminate the obstacle.

3.3 If, during the performance of the connection contract, a situation arising from the law prevents the performance of the connection agreement, i.e. the network operator cannot design or build or perform other actions, the network operator informs the connectee of the circumstance preventing the performance of the connection contract and sets a new deadline for the connectee to perform the contract.

3.4 The network operator confirms the completion of the network connection or the amendment of consumption and generation conditions to the connectee with a notification letter sent by the network operator.

3.5 The network operator describes the location of the agreed connection point in the connection contract. Illustrative descriptions of the most common locations of the connection points specified in the connection contract with additional clarifications are provided on the [website](#). If the location of the agreed connection point changes during the performance of the connection contract, an addendum to the connection contract is concluded.

3.6 The connectee fulfils his or her own obligations arising from the connection contract and legislation by the agreed deadline for connecting the electrical installation to the network or amending the consumption or generation conditions.

3.7 The network established as a result of the performance of the connection agreement belongs to the network operator up to the connection point.

3.8 The metering point is located in the junction box, unless otherwise determined by the network operator.

3.9 If the connectee has not started to use the network connection within 3 (three) years as from when the network operator sent the document mentioned in clause 3.4 under the consumption and/or generation conditions agreed in the connection contract, including having agreed to it in the network contract and/or has not paid for the use of the network connection, the network operator does not have to guarantee the possibility of using the network connection under the

consumption and/or generation conditions that were established in the connection contract and agreed upon.

4. REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

4.1 The parties ensure that the electrical installations in their ownership or possession that are required and/or to be built for the performance of the connection contract comply with legislation, standards, and regulations.

4.2 When the consumption or generation conditions change, the connectee ensures the compliance of his or her electrical installation with the changed conditions.

4.3 If, according to the regulation on electrical installation requirements established on the basis of § 9 of the Equipment Safety Act, an audit is not required prior to the commissioning of the electrical installation, the network operator energises the network connection after it has received confirmation of the electrical installation's compliance with the requirements and the safety of use as provided for in the aforementioned regulation.

4.4 The network operator energises the connection point for the first time after determining the adequacy of the electrical installation to be connected to the network in accordance with the network regulations for the operation of the electricity system.

5. PAYMENT OF THE CONNECTION CHARGE AND CHARGE FOR AMENDMENT OF CONDITIONS

5.1 The connectee pays the network operator the charge agreed in the connection contract. The connection charge and the charge for amendment of conditions are calculated according to the methodology for calculating the connection charge and the charge for amendment of conditions of the network operator. Taxes stipulated by legislation are added to the connection charge and the charge for amendment of conditions.

5.2 The network operator issues an invoice to the connectee for the payment of the connection charge or the charge for amendment of conditions. The connectee pays the network operator the connection charge or the charge for amendment of conditions by the payment due date indicated on the invoice, referring to the reference number on the invoice.

5.3 The network operator issues an invoice to the connectee as agreed on paper or electronically.

5.4 The paper invoice submitted by the network operator is deemed to have been received by the connectee if it has been sent to the connectee's address specified in the connection contract and 5 (five) calendar days have passed since mailing it. An electronically submitted invoice is deemed to have been received by the connectee if it has been sent to the connectee's email address specified in the connection contract.

5.5 The charge is deemed to be paid from the day it is received in the network operator's current account. From the amount received, expenses incurred (e.g. court costs), interest on arrears, interest, contractual penalty, and then the main obligation are considered to be covered first. If, when paying the main obligation, the connectee does

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not specify the kind of main obligation the payment was made for, the Law of Obligations Act shall be used.

5.6 A third party may also fulfil the connectee's obligation, but regardless of the unconditional acceptance of performance by the network operator, the said shall not be considered as consent to transfer of the obligation from the connectee to a third party.

5.7 The network operator energises the network connection of the connectee's electrical installation for its commissioning after the full receipt of the connection charge or the charge for amendment of conditions, the conclusion of the network contract, and verification from the technical supervision information system established on the basis of § 12 of the Equipment Safety Act that the electrical installation has been audited, the conclusion of which is that the equipment is in good mechanical condition and use of the equipment for its intended purpose is safe.

5.8 The network operator may energise the connection point, including under modified conditions, before the termination of the connection contract in the following cases:

5.8.1 It is not possible to determine the final cost on which the cost-based connection charge or charge for amendment of conditions is based due to non-electrical works that will be completed later due to seasonal effects, a fixed-term network contract has been concluded and 80% of the connection charge or charge for changing the conditions has been received.

5.8.2 With an agreement of the parties, the network operator can guarantee part of the agreed transmission capacity of the network connection before the execution of the connection contract, a fixed-term network contract has been concluded and 80% of the connection charge or charge for amendment of conditions has been received.

5.9 For the network service consumed before the network contract comes into force, the connectee pays the transmission charge based on the price of the temporary use of the network connection.

5.10 If the connectee has not paid the connection charge, the charge for amendment of conditions, or the charge specified in clause 5.9 in full, the network operator has the right to disconnect the relevant network connection.

6. LIABILITY

6.1 The parties are liable for improper performance of or failure to perform the obligations set out in the connection contract (hereinafter: breach of obligations). The Parties shall not be liable for breach of obligation if the breach is excusable.

6.2 The network operator is not responsible for any breach of the obligation if:

6.2.1 the network operator cannot fulfil the connection contract due to the circumstance arising from the network operator specified in point 3.2;

6.2.2 The network operator does not obtain the permits, approvals and/or land use rights necessary for the construction of the electricity network;

6.2.3 the connectee unduly refuses the possibility of using the network connection with the help of a temporary technical solution in the case of delay in the performance of the obligations of the network operator. A refusal is considered to be undue if the temporary technical solution ensures the transmission capacity agreed in the network contract. With an agreement of the parties, a temporary technical solution may allow the connectee to use a network connection with partial transmission capacity.

6.3 If the network operator is late in performing its obligations by the date agreed in the connection contract, the connectee has the right to claim a contractual penalty of 0.06% of the amount of the connection charge or charge for amendment of conditions for each calendar day when the performance of the obligations was delayed, except in the case stipulated in clause 6.2.

6.3.1 If the network operator is late in performing the obligations related to the connection or amendment of the consumption and generation conditions, but guarantees the connectee the possibility of using the network connection agreed with a temporary technical solution or with a partial capacity, then the network operator does not have to pay the contractual penalty specified in clause 6.3 to the connectee, or must pay it in proportion to the missing transmission capacity.

6.4 If the connectee is late in paying the connection charge or charge for amendment of conditions by the due date agreed in the connection contract, he or she shall pay the network operator interest on arrears of 0.06% of the unpaid amount for each calendar day when the amount due is delayed.

6.5 The party compensates the other party for the direct material damage caused by the breach of their obligations under the connection contract. Other damages caused by the breach of obligations, including non-property damage and lost income, are not subject to compensation, unless the obligation was violated intentionally or due to gross negligence. The damages payable to the other party for any breach of the connection contract shall be limited to an amount equal to the total amount of the connection charge payable under the connection contract, unless the breach was intentional or due to gross negligence. The party shall notify the other party of the amount of the damage and the basis for compensation within a reasonable time after becoming aware of the damage and submit documents proving the occurrence and amount of the damage.

6.6 In the event of a violation of the connection contract, the party may use separately or together all legal remedies arising from the law and/or the connection contract (including the standard terms and conditions), which can be used simultaneously, unless otherwise provided by the law and/or the connection contract.

6.7 If the connectee has failed to perform an obligation, the network operator has the right to assign the claim and/or transfer it to a third party for collection. The connectee is obliged to compensate the network operator and/or a third party for the costs incurred in collecting the claim.

7. AMENDMENT OF THE CONNECTION CONTRACT

7.1 The connection contract may be amended by agreement between the parties, as well as on other grounds, in writing or in a format that

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can be reproduced in writing or in electronic form, as provided for in the connection contract or standard terms and conditions.

7.2 The network operator may suspend execution of the connection contract for up to 90 (ninety) calendar days at the request of the connectee submitted at least in a format reproducible in writing, if the electrical network construction works required for connection or amendment of the conditions have not been started. The term of performance of the contract is extended by the number of suspended days.

8. VALIDITY OF THE CONNECTION CONTRACT

8.1 The connection contract ends:

8.1.1 with the proper fulfilment of the obligations of the parties stipulated in the contract;

8.1.2 by written agreement of the parties;

8.1.3 upon termination of the contract on the basis of one party's application;

8.1.4 at the termination of a business customer.

8.2 The connectee may terminate the connection contract by notifying the network operator at least 14 (fourteen) calendar days in advance.

8.3 The network operator may terminate the connection contract by notifying the connectee at least 14 (fourteen) calendar days in advance, if:

8.3.1 the connectee does not eliminate the obstacle specified in clause 3.2 by the deadline set by the network operator and the network operator has given the connectee an additional reasonable deadline to eliminate the obstacle, and the connectee has not eliminated the obstacle by that time and the parties have not agreed on a new deadline;

8.3.2 the connectee has delayed paying the charge under to the connection contract for more than 30 (thirty) calendar days or has significantly violated other obligations stipulated in the connection contract or legislation and has not eliminated the violation within a reasonable additional period given by the network operator;

8.3.3 the network operator is not able to provide the network service and the legislation allows the possibility to refuse to provide the service in such a case.

8.4 A request for termination of the connection contract must be notified to the other party in writing or in a format which can be reproduced in writing.

8.5 Upon termination of the connection contract after the network operator has executed the connection contract, the connection charge or charge for amendment of conditions will not be returned to the connectee.

8.6 If the connection contract is terminated before the network operator performs the connection contract, the network operator will return the

already paid connection charge or charge for amendment of conditions to the connectee, taking into account the expenses already incurred for the connection or amendment of conditions and the processing charge of the connection contract. If a party has terminated the connection contract and the connectee has paid a smaller amount for the connection charge or charge for amendment of conditions than the expenses incurred for the performance of the connection contract, the network operator has the right to claim from the connectee compensation for reasonable expenses incurred for the performance of the connection contract to the extent agreed in the connection contract.

9. SETTLEMENT OF DISAGREEMENTS

9.1 The connectee may submit a complaint to the network operator in writing or in a format reproducible in writing, arising from a violation of the connection contract, which the parties will resolve, if possible, by agreement of the parties. The network operator examines the complaint submitted by the connectee in writing or in a format reproducible in writing within 15 calendar days of receiving it and informs the connectee about a possible resolution of the complaint or an extension of the deadline for resolving the complaint.

9.2 A connectee who is a natural person may, for the settlement of disputes arising from the connection contract, which the parties have not been able to settle by agreement, apply to the Consumer Protection and Technical Regulatory Authority acting on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

9.3 In response to an action or inaction by a party that violates the Electricity Market Act or any legislation established on the basis of this act, the other party may file a written complaint with the Competition Authority.

9.4 Disputes that the parties cannot resolve through negotiations will be resolved in the court of the location of the network operator, i.e. Harju county court, unless otherwise provided by legislation. A dispute is also resolved in the Harju county court if the connectee takes up residence in a foreign country after concluding the connection contract or transfers their place of business or seat there, or if their place of business, place of residence, or seat is not known when the action is filed.

9.5 Disputes arising from clauses 6.5 and 6.6, which the parties cannot resolve through negotiations, will only be resolved in the consumer disputes committee operating at the Consumer Protection and Technical Regulatory Authority following the procedure provided for in clause 9.2 and/or in the county court pursuant to clause 9.4.

10. NOTIFICATION

10.1 Notices, consents, approvals and other declarations of intent are deemed to have been submitted and delivered in accordance with the connection contract, if the declaration of intent has been delivered to the other party orally, in writing, in a form reproducible in writing, using the contact details specified in the connection contract or provided to the other party, unless a specific permitted form has been separately agreed in the connection contract or standard terms and conditions for the submission of a specific declaration of intent. An oral declaration of intent is submitted in accordance with the contract if it has been recorded by the network operator.

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10.2 The network operator publishes information about the connection charge and the charge and standard conditions for amendment of consumption and generation conditions on the network operator's website and in the network operator's service office.

10.3 The parties shall inform each other within a reasonable period of time of any circumstances preventing the performance of the connection contract.

10.4 The network operator informs the connectee about an amendment to the information of the network operator's contact address provided in the connection contract on the website and in at least one national daily newspaper.

10.5 The connectee shall notify the network operator of any amendment to the contact information specified in the connection contract within 14 (fourteen) calendar days.

11. PROCESSING OF PERSONAL DATA

11.1 The network operator provider must ensure the natural person the protection and processing of the personal data of the connectee pursuant to the procedure provided for in the Standard Terms and conditions and in compliance with the legislation and the 'Principles of Processing Customer Data of Elektrilevi' published on the network operator's website.

11.2 The controller of the connectee's personal data is Elektrilevi OÜ (registry code 11050857, located at Veskiposti 2, 10138, Tallinn 10138). The names of the processors of the Network Provider and their contact details are available on the website of the Network Provider.

11.3 The connectee's personal data, including personal identification number, amount of debt, start and end date of the debt, and other information necessary for processing the debt can be published in the default register managed by Creditinfo Eesti AS. In this case, the connectee can view the data processed by Creditinfo Eesti AS on the website. In Creditinfo Eesti AS's default register, said personal data is available for up to 3 (three) years from the date of performance of the connection contract by the connectee.

11.4 The network operator has the right to record and store any calls between the parties for the purpose of performing the connection contract or to ensure its performance and for business communication and, if necessary, use the relevant recordings to prove the orders given or other actions performed by the connectee and to serve the connectee.

Coordinated with decision No. 7-10/2022-007 of the Competition Authority of 24.11.2022