

# Elektrilevi OÜ's network contract standard terms at low voltage over 63 A and medium voltage

Valid from 1 January 2023

## 1. GENERAL PROVISIONS

**1.1** Elektrilevi OÜ's (hereinafter: network operator or party) network contract standard terms at low voltage over 63 A and medium voltage (hereinafter: standard terms) regulate the provision of network services by the network operator to the consumer and the electricity undertaking (hereinafter: buyer or party) at low voltage in a substation with a connection point and on a line with a network connection capacity of over 63 A and at medium voltage.

**1.1.1** If the buyer concludes an agreement for the sale of a distributed network service to an apartment building, the Elektrilevi OÜ's network contract standard terms at low voltage of up to 63 A apply.

**1.2** The standard terms do not regulate the sale of electricity to the buyer.

**1.3** The standard terms apply to the network contracts that are valid at the time the network contracts to be concluded and the standard terms (hereinafter also jointly referred to as network contract) take effect, regardless of whether the standard terms have been actually attached to the network contract. The standard terms form an integral part of the network contract. The network operator ensures the availability of standard terms and conditions on its website and service offices.

**1.4** The network operator's price lists valid at any time form an integral part of the network contract, regardless of whether the price list has actually been attached to the network contract.

**1.5** The network operator may perform the obligations provided for in the network contract by themselves or use third parties to perform the obligations. The person designated by the network operator is authorised to perform the obligations and exercise the rights of the network operator in their own name and at their expense. By signing the network contract, the buyer confirms their consent to such a transfer of the network operator's obligations and rights, and the willingness to be liable for the performance of their obligations to either the network operator or a third party designated by them.

**1.6** By signing the network contract, the buyer has confirmed of having examined the content of the network contract, including the standard terms and the price list, understanding its content, and agreeing to the network contract.

## 2. DEFINITIONS

**2.1** The terms in the network contract (including in the standard terms and the price list) are used within the meaning provided in the Electricity Market Act and the legislation established on its basis, unless otherwise provided in the network contract.

**2.1.1 'basic transmission charge'** means electricity transmission charge (measurement unit: cents/kWh);

**2.1.2 'daytime transmission charge'** means electricity transmission charge from Monday to Friday, excluding public holidays, from 07:00 to 22:00 (measurement unit: cents/kWh), unless otherwise specified in the price package;

**2.1.3 'nighttime transmission charge'** means electricity transmission charge from Monday to Friday, except public holidays, from 22:00 to 07:00, and on Saturday, Sunday and national holidays throughout the day (measurement unit: cents/kWh), unless otherwise specified in the price package;

**2.1.4 'electricity undertaking'** means a producer of electricity, including a producer with a micro-generating installation, network operator, and line possessor;

**2.1.5 'electricity seller'** means a seller of electricity who has entered into a network invoicing agreement, who has entered into an open supply electricity contract with the buyer in relation to the place of consumption, or is a universal service provider;

**2.1.6 'electricity producer'** means a buyer who uses a power-generating installation to generate electricity and whose network contract includes the agreed upon production conditions ;

**2.1.7 'power-generating installation'** means a power-generating module and/or storage device, which is in parallel operation with the network and which can transmit active energy into the network;

**2.1.8 'interruption'** means an interruption of the electrical connection between the network and the buyer's electrical installation (including an interruption made at the initiative of the network operator during repair or construction works) or a partial or complete interruption of the electrical connection in the network operator's network, as a result of which the buyer's electrical installation does not operate under normal conditions. An interruption of electricity supply lasting up to 3 minutes during the operation of the emergency automation device is not considered an interruption;

**2.1.9 'remote reading device'** means a metering device which records data on the amounts of electricity and transmits the data to the network operator on a regular basis;

**2.1.10 'medium voltage'** means voltage above 1 kV to 35 kV;

**2.1.11 'low voltage'** means voltage up to 1000 V;

**2.1.12 'micro-generating installation'** means a single-phase power-generating installation or a group of such installations with a maximum capacity of up to 5 kW, or a three-phase power-generating installation or a group of such installations with a maximum capacity of up to 15 kW.

**2.1.13 'micro producer'** means a buyer who uses a micro-generating installation to generate electricity and whose network contract includes the agreed upon production conditions;

**2.1.14 'metering device'** means a technical instrument with certain metrological characteristics which is used for measurement, including electricity meter and instrument transformer;

**2.1.15 'meter reading'** means the cumulative amount of active or reactive energy consumed or supplied to the network as displayed on the meter or transmitted by the remote reading device;

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**2.1.16 'nano-generating installation'** means a power-generating installation or a group of such installations with a maximum total capacity of less than 0.8 kW;

**2.1.17 'rated voltage'** means 1x220 V, 1x230 V, 3x220 V, 3x220/380 V, 3x230/400 V, 6 kV, 10 kV, 15 kV, 20 kV, 35 kV;

**2.1.18 'proper metering system'** means a measurement system installed by the network operator that complies with legislation, technical standards and the requirements of additional documents established and disclosed by the network operator. The network operator uses instrument transformers that have been precision-tested according to the product standard. The measuring system is proper if it has not been damaged or its readings have not been distorted and the functioning of the metering device has not been affected in any other way, including the seals of the inspection and manufacturing plant and network operator, including the seals of the un-metered current circuit, have not been damaged or removed. In the absence of at least one of the aforementioned conditions, it is deemed that the metering system is not proper;

**2.1.19 'place of consumption'** means the place where the buyer uses/can use the network service and electricity;

**2.1.20 'website'** means the website of the network operator at the address [www.elektrilevi.ee](http://www.elektrilevi.ee);

**2.1.21 'network invoicing agreement'** means an agreement concluded between the network operator and the electricity seller for the submission of network service invoices to the buyer by the electricity seller;

**2.1.22 'network charges'** means the transmission charge, charges for using a network connection, including the monthly fee, capacity charge and usage capacity charge, and reactive energy fee;

**2.1.23 'network service'** means enabling the use of a network connection at the connection point and/or transmission of electricity in both directions relative to the connection point and/or measurement and/or determination of the amount of transmitted electricity;

**2.1.24 'network connection usage capacity'** means the hourly average measured or calculated active power (measurement unit: kW (kilowatt)) from the network separately in the direction of consumption and supply to the network;

**2.1.25 'network capacity'** means the maximum current or power that can pass through the network connection as agreed between the parties separately for the consumption of electricity and supply to the network. The network capacity is considered to be with a direction from the network to consumption, unless agreed otherwise;

**2.1.26 'small consumer'** means a household consumer, an apartment association, a building association, and such a commercial consumer whose electrical installation is connected to the network at low voltage and with network capacity of up to 63 A.

## 3. PROVISION OF NETWORK SERVICES AND QUALITY REQUIREMENTS

**3.1** The network operator provides network services to the buyer under the terms and conditions stipulated in the network contract and standard terms.

**3.2** If the location of the connection point is not determined by the document, the location of the connection point is determined according to the Grid Code.

**3.3** The network capacity, and the location of the protective device determining network capacity and the metering device are determined by the network operator, unless agreed otherwise.

**3.4** The network operator provides network services in accordance with Minister of Economic Affairs and Communications Regulation 'Quality Requirements for Network Services and the Conditions for Reducing Network Charges in case of Breaches of Those Requirements' (hereinafter: quality requirements).

**3.5** Regarding voltage variations, the network operator adheres to the Estonian Standard EVS-EN 50160 'Voltage characteristics of electricity supplied by public electricity networks', ensuring that the voltage at the connection point under normal operating conditions complies with the standard in terms of voltage variations in relation to the nominal supply voltage. The network operator is responsible for the voltage quality up to the connection point. Relevant excerpts from the Estonian Standard EVS-EN 50160 'Voltage characteristics of electricity supplied by public electricity networks' have been published on the website.

**3.6** At the buyer's request, the network operator organises a voltage quality check for voltage variations. If the voltage quality is found to be in compliance with the requirements, the cost of the voltage quality check will be incurred by the buyer.

**3.7** If upon checking with a measurement methodology corresponding to the voltage standard, it turns out that the network operator has not ensured that the voltage at the connection point complies with the voltage standard in terms of voltage variation, they shall lower network capacity and usage capacity charges for that month:

**3.7.1** at medium voltage by 25%;

**3.7.2** at low voltage by 100%.

**3.8** The network operator ensures that the duration of a single interruption and its accumulated duration per year does not exceed the duration specified in the network contract or legislation.

**3.9** Interruptions specified in clause 3.8 do not include interruptions that occur at the buyer's request or in breach of the network contract on the part of the buyer or relate to one of the reasons specified in clauses 7.5, 7.6, 12.4 and/or 12.5, or by agreement of the parties.

**3.10** Calculation of the duration of the interruption caused by failure starts when the network operator became aware or should have

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become aware of the interruption in their network and ends when the electricity supply at the connection point of the buyer's place of consumption is restored.

**3.11** In the case of a breach of the requirements for the security of electricity supply, the network operator will reduce the network charge of the buyer for the relevant calendar month pursuant to the procedure and to the extent set out in the quality requirements regulation specified in clause 3.4 after the restoration of the electricity supply, at the latest on the invoice issued for the invoicing period after the month that follows the month of the interruption.

**3.11.1** If due to the construction works taking place in the network it is necessary to limit the network connection capacity in the direction of consumption in order to ensure the operational voltage of the network, the reduction of network charges will be based on permitted durations of interruptions and network charge reduction rates specified in the quality requirements regulation specified in clause 3.4. The difference between the contractual transmission capacity in the direction of production and the capacity permitted during the construction works will be also taken as a basis.

**3.12** When reducing the network charge, the maximum usage capacity of the given calendar month is considered as the network connection usage capacity.

**3.13** The network operator is not liable for interruptions in the buyer's electrical installations that occur after the connection point, except in cases where it is caused by the network operator's metering device located in the buyer's electrical installation.

**3.14** The network connection capacity may be changed only by the written agreement of the parties. The buyer may not exceed the network capacity.

**3.15** If the buyer has not concluded a corresponding network contract within three years after the creation of the consumption and/or production conditions in accordance with the connection contract, the network operator does not have to ensure the possibility to use the network connection under such conditions.

**3.16** If the consumption and/or production conditions agreed in the expired network contract have not been agreed in a new network contract within three years of the cessation of the network contract, the network operator does not have to ensure the possibility to use the network connection under such conditions.

## 4. REQUIREMENTS FOR ELECTRICAL INSTALLATIONS AND MEASUREMENTS

**4.1** The parties ensure that the electrical installations in their ownership or possession comply with legislation, standards, and regulations.

**4.1.1** Power-generating installations together with their control equipment must comply with requirements throughout their operating life. If a power-generating installation has been found not to comply with the requirements, the buyer must eliminate the non-compliance within the time limit set by the network operator. Then, the network

operator has the right to carry out a compliance check of the power-generating installation.

**4.2** The network operator installs metering devices in metering points built according to the conditions required by the operator to determine the quantities of network services and electricity.

**4.3** The network operator ensures the compliance of the metering system they own and organises its periodic servicing (including inspection, replacement, or verification) according to the prescribed frequency.

**4.4** At the buyer's written request, the network operator will organise an inspection of the metering system. If the inspection reveals that the metering device does not comply with requirements, the costs of the inspection will be incurred by the network operator. If the metering device complies with requirements, the costs of the inspection and verification will be incurred by the buyer. If the fault of the metering device is greater than allowed, the parties may demand recalculation of network service and electricity quantities for up to 12 months. This time limit does not apply if the error was caused or was made possible by the intentional or grossly negligent actions of the party.

**4.5** The buyer may not use electrical equipment that interferes with the operation of the network, the use of other persons' electrical equipment, the operation of a remote reading device and/or the use of which is not permitted or requires special conditions. In order for the network to function without disturbances, the electrical and electronic devices connected to the network by the buyer must meet the relevant standards. Corresponding explanations are provided on the website. The network operator has the right to demand technical information from the buyer about the devices connected to the network in order to ensure the uninterrupted and normal functioning of the network.

**4.6** The buyer may not perform switching operations in the network operator's electrical installation, except in the junction box, without the consent of the network operator.

**4.7** The replacement of existing power-generating installations, except for nano-generating installations, connected to the network, with installations with different technical parameters and/or increasing their number is not allowed without the consent of the network operator.

**4.8** If the buyer wants to use a power-generating installation that is connected to the connection point through the buyer's electrical installation, the buyer concludes an additional connection contract and network contract with the network operator.

**4.9** Upon a change of production and consumption conditions, the network operator has the right to apply a trial period of up to 12 months to the electricity producer to inspect the parameters of the electricity supplied to the network. The beginning of the trial period is considered to be the start of operation of the power-generating installation(s) under changed production and consumption conditions. If the parameters of the electricity supplied to the network do not comply with requirements, the network operator may demand that the parameters of the electricity supplied to the network are made to comply with the requirements or refuse to provide the network service.

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**4.10** The parallel operation of the power-generating installation with the network and/or supplying electricity to the network without concluding a connection and network contract containing relevant provisions is not allowed, and the network connection usage capacity in the direction of supply to the network is considered equal to zero.

**4.10.1** In order to use a nano-generating installation at the place of consumption, the buyer registers it on the website in self-service and adheres to the network contract, according to which it is not allowed to supply electricity to the network. If the buyer wants to use the nano-generating installation to supply electricity from the metering point to the network, the buyer pays the costs of changing and/or setting up the metering system on the basis of the 'Meter replacement' service. If it is not possible to properly install the meter in the existing location, the buyer will pay the costs related to the reconstruction of the metering point. Then the network connection capacity is 0.79 kW in the supply direction. The total power of the nano-generating installation used in one place of consumption can be up to 0.79 kW.

**4.10.2** For the additional use of a nano-generating installation at the place of consumption, where the production conditions had previously been agreed upon, the production conditions must be amended.

**4.11** In the event of an interruption, the buyer ensures the disconnection of their electrical installation from the network when using a power-generating installation or storage device.

**4.12** The buyer can protect their electrical equipment against overvoltage that may accompany lightning by installing a multi-stage surge protector in the electrical installation.

**4.13** The parties take into account that there may be rapid voltage changes in the electrical network, including dips in the supply voltage, which cannot be avoided based on the principle of reasonableness and which may cause disturbances in the operation of the buyer's electrical equipment and appliances or cause damage to the electrical equipment and appliances. The buyer can protect their electrical equipment and appliances from rapid voltage changes by installing appropriate protection or additional devices in the electrical installation. Information on damage prevention is available on the website.

**4.14** The presence of the network operator's seal on the protective device is not considered as an agreement between the buyer and the network operator on the permitted rated current of the protective device. Upon a difference between the network connection capacity agreed in the contract and the rated current of the sealed protective device, the parties shall adhere to the contract.

## 5. MAINTAINING OPERATION OF ELECTRICAL INSTALLATIONS

**5.1** The parties ensure the operation of their electrical installations to the extent that ensures compliance of the electrical installation with legislation and regulations and conditions that enable the parties to properly fulfil the network contract.

**5.2** Securing the reserve power supply and reserve conditions in the case of construction works or operation shall be agreed between the parties in each individual case separately before the start of

construction work or operation, except in the case where the construction work or operation does not affect the security of electricity supply of electrical installations.

**5.3** At the request of the network operator, the buyer provides information on the parameters of lines, transformers, electricity generation and storage installations and compensation devices and their use.

**5.4** The buyer shall comply with the instructions regarding the explanation and elimination of emergency situations of the electricity system as agreed upon in the network contract.

**5.5** If necessary, the buyer coordinates the repair schedules of their electrical installations with the network operator in advance.

**5.6** The buyer ensures access to all electrical installations of the network operator (including metering systems, protective devices, and unmetered current circuits) within 14 days from the delivery of the relevant notice, for the purpose of their servicing and recording the readings of the metering system.

**5.7** The buyer ensures the network operator during the day (from 08:00 to 20:00) the opportunity to inspect without hindrance the buyer's electrical installations, which may affect the operating of the distribution network, if the network operator has notified the buyer of such a wish in advance.

**5.8** Persons with sufficient qualification authorised by the buyer and named in a list previously submitted to the network operator have the right to inspect at daytime the electrical installations of the buyer at the network operator's substation, by notifying the network operator of such a wish reasonably in advance.

## 6. AUTOMATION

**6.1** The parties keep the network automation equipment in their ownership or possession in working order.

**6.2** The network operator provides technical information on the compatibility of the electrical installation to be connected to the distribution network and the protective devices of the electrical installation of the distribution network and provides the buyer with the values of the settings of the protective devices.

**6.3** The automation of the buyer's electrical installation must comply with the conditions specified by the network operator.

**6.4** The buyer notifies the network operator of changes to the buyer's automation settings at least two months in advance and obtains approval from the network operator for these changes before applying them.

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## 7. SWITCHING OPERATIONS AND INTERRUPTION OF NETWORK CONNECTION

**7.1** Switching operations of the electrical installation, including its individual elements, protective relays, and automation are carried out in accordance with the procedure agreed upon in the network contract.

**7.2** One party may independently turn on or off the electrical installation under the control of the other party only in the cases stipulated in the network contract, as well as upon direct threat to life, health, or property, by immediately notifying the other party.

**7.3** In the absence of special instructions, the network operator's power switches that have been switched off by emergency response automation can be switched on at the order of the network operator.

**7.4** The network operator has the right to perform interruptions or switching operations at the buyer's place of consumption or to limit the network connection capacity, of which the operator notifies the buyer in the cases and according to the procedure prescribed in legislation and/or the standard terms.

**7.4.1** The electricity seller notifies the buyer about interruptions or limitations of the network connection at the place of consumption carried out under clause 7.5.5 in accordance with the procedure provided by legislation.

**7.4.2** The buyer takes measures to prevent damage that may be caused to them due to interruption, limitation, or switching operation.

**7.5** The network operator has the right to carry out an interruption at the buyer's place of consumption or allow its occurrence, or limit the network connection capacity:

**7.5.1** in an emergency situation and in the event of a failure, if it is unavoidable for the protection of life, health or property, ensuring the reliability of the electrical system, elimination or prevention of an emergency situation or failure, or the prevention of damage;

**7.5.2** if the buyer uses electrical installations that lower the quality of electricity or the security of the electricity supply in the distribution network compared to the valid requirements or prevent the operation of a remote reading device;

**7.5.3** in extraordinary situations, the buyer's consumption of electricity is limited in accordance with the schedule of limitations established in accordance with the procedure provided by legislation;

**7.5.4** if the interruption is caused by force majeure;

**7.5.5** upon interruption of the network contract, the universal service, or the open supply chain upon material breach of the terms and conditions of selling electricity, including in the case of debts owed to the network operator or the electricity seller;

**7.5.6** to perform construction or repair work to the network;

**7.5.7** at the buyer's request, if the buyer pays for it based on the network operator's price list;

**7.5.8** on another basis provided for in the legislation.

**7.6** A material breach of the network contract is considered to have occurred if the buyer:

**7.6.1** has not paid the charge prescribed by the network contract, the fee for the provision of the universal services and/or for the open supply provided in the event of an interruption of the open supply of electricity;

**7.6.2** exceeds the network connection capacity, damages the electrical installations of the network operator, the seals of the metering systems, or performs unauthorised work on the network operator's network;

**7.6.3** uses electrical devices that are not permitted, do not comply with regulations, are dangerous, disrupt the operation of the network, including the transmission of metering data, or threaten the security of the electricity supply;

**7.6.4** uses network services and electricity illegally, including if network services and electricity are used without an appropriate contract concluded with the network operator;

**7.6.5** does not ensure the network operator access, as needed to perform its contractual obligations, to all of the network operator's electrical installations, including protective devices, metering systems, and unmetered current circuits, or does not allow the possibility to change their location;

**7.6.6** is in breach of the obligations arising from the network contract in such a way that the network operator, taking into account all the circumstances, cannot reasonably be required to continue the performance of the network contract;

**7.6.7** has repeatedly interrupted the network connection at the place of consumption for longer than 24 hours in such a way that the remote reading device is de-energised (disconnected), as a result of which the network operator is unable to obtain the necessary information from the metering device;

**7.6.8** the power-generating installation cannot be properly operated, maintained, and controlled.

**7.7** If the interruption was caused by the buyer, including due to request, liquidation or destruction of the network connection and/or metering point, the buyer will compensate for the expenses related to the switching operations and/or the reactivation or relocation of the network connection. The buyer ensures the network operator access to the network operator's metering systems, protective devices, and unmetered current circuits.

**7.8** Interrupting the network connection or limiting the transmission capacity does not release the buyer from the obligation to pay the charges for using a network connection.

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**7.9** Interruptions of the network connection at medium voltage or for an electricity producer with a power-generating installation with a capacity of more than 500 kW shall be coordinated by the parties as follows:

**7.9.1** the party coordinates the time and duration of the planned interruption at least 15 business days before the planned interruption. Upon justified non-coordination of the time and duration of the interruption by the party, the interruption time can be postponed once by up to 30 days later than planned or, if possible, shorten the duration of the interruption;

**7.9.2** if the place of consumption has two or more medium voltage or low voltage network connections that can be reserved with each other, the parties may coordinate the time, duration and load transfer of the interruption up to two business days before the interruption occurs;

**7.9.3** if the party does not coordinate the initial time or duration of the interruption, or if the party's objections cannot be resolved by changing the time and duration of the network connection interruption, the interruption will not take place at the time and/or duration submitted for coordination;

**7.9.4** if the party does not coordinate the time and duration of the same interruption for the second time within 12 months, or the party's objections cannot be resolved by changing the time and duration of the interruption, then the party has the right to carry out said interruption at a time of their own choosing.

**7.9.5** The parties agree on the temporary limitation of network connection capacity planned due to the construction works taking place in the network pursuant to clause 7.9 similarly to the coordination of interruptions.

## **8. MEASUREMENT OR DETERMINATION OF THE AMOUNT OF TRANSMITTED ELECTRICITY**

**8.1** The network operator measures or, if necessary, determines the amount of transmitted electricity with a remote reading device and processes the measurement data in accordance with the procedure set out in legislation and/or the network contract. If necessary, the amount of transmitted electricity can be verified on the basis of the total readings (general readings) of the meter. It is possible to view the distribution of the amount of transmitted electricity across time segments on the website in self-service based on hourly data or on the issued invoice.

**8.1.1** For the transmission of measurement data by remote reading, the buyer gives permission, if necessary, for the installation of additional equipment on the meter, including an antenna and antenna cable, and the necessary construction works.

**8.2** If there is an obstacle in the transmission of remotely readable measurement data and they do not reach the network operator on time, the network operator may submit invoices based on the predicted amounts. If the meter has recorded the amounts, the buyer shall pay based on the actual measurement data.

**8.3** The network operator determines the volume and cost of illegally used electricity and network services in accordance with the procedure set out in legislation.

**8.4** Upon consumption or supply to the network of electricity not measured by a proper metering system, which is not caused by the buyer, the network operator shall adhere to comparative measurement results, taking into account seasonality, in determining the amounts of electricity and network services. If the above-mentioned data are missing, the network operator calculates the amount of electricity and network services based on the rated voltage of the network connection, the rated current of the protective device and its utilisation factor, and the period of electricity consumption, multiplying the network connection usage capacity taxed at medium voltage last month by the time period of hours. This calculation principle is not applied in cases where the electricity and network service has been used illegally.

**8.4.1** If the buyer has connected the power-generating installation to the network without having an agreement with the network operator, and as a result, electricity may have been supplied to the network, which the network operator could not measure, then the network operator has no obligation to recalculate the amounts consumed from the network and/or supplied to the network.

**8.5** The calculation period for amounts of electricity transmitted in a manner specified in clause 8.4 is deemed by the network operator as the period from the day of signing the network contract or the day of the previous metering system check, but not more than 12 months back. Taking reference readings or collecting measurement data is not deemed to be an inspection of the metering system.

**8.6** If network service provision and electricity consumption are measured from the connection point to the buyer's side, calculated losses are added to the measured amounts. If the consumption of electricity is measured from the connection point to the network operator's side, then the calculated losses are subtracted from the measured amounts.

**8.7** The network operator publishes information on the website about how the buyer can access data on the amounts of electricity taken from the network and supplied to the network and, if requested by the buyer, provides the requested data in accordance with the procedure set out in the legislation.

**8.8** The network operator makes measurement data of consumption and/or supply to the network as well as data on the place of consumption available to the buyer's chosen electricity seller in accordance with the procedure set out in the legislation.

**8.9** The amounts of electricity supplied to and taken from the network by the power-generating installation are measured separately by phase, and the amounts measured in the same direction are summed up.

## **9. INVOICING FOR THE NETWORK SERVICES PROVIDED**

**9.1** The invoicing period is one calendar month. The invoice is submitted after the end of the invoicing period within the period of the first and twelfth date.

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**9.2** If the electricity seller and the network operator have agreed on the submission of network service invoices, the network operator forwards the network service calculations to the electricity seller and the electricity seller submits an invoice for the network service to the buyer. If the electricity seller and the network operator have not agreed on the submission of invoices, the invoice will be submitted by the network operator or a representative of the network operator. Information about the submitter of the invoice is provided on the website.

**9.3** If the amount of the invoice is less than the minimum value published by the submitter of the invoice on the website, the submitter of the invoice has the right not to submit the invoice. The amount below the minimum value will be added to the next issued invoice.

**9.4** If the buyer has not received an invoice for the provided network service under the terms stipulated in the network contract and by the due date, taking into account the reasonable time it takes to send it, they must notify the submitter of the invoice thereof immediately.

**9.5** The network operator publishes information on the website about the resolving of cases where the buyer does not receive an invoice from the submitter of the invoice within 14 days after notifying the latter, or the submitted invoice is inaccurate for reasons attributable to the network operator.

**9.6** If the network operator has not received a notification from the buyer by the 15th of the current month that the previous month's invoice has not been received, it is deemed that the buyer has received the invoice on time and has no claims regarding the information provided on the invoice.

## 10. IMPLEMENTATION AND PAYMENT OF NETWORK CHARGES

**10.1** The buyer pays the submitter of the invoice the following charges and fees for the network services in accordance with the price package agreed in the contract and based on the price list and standard terms: the monthly network connection fee, the network connection capacity charge, the usage capacity charge, the transmission charge, and the reactive energy fee and other charges and fees that the buyer is obliged to pay to the network operator based on the network contract or legislation.

**10.2** If the place of consumption has several connection points, the buyer will pay for network services for each connection point separately.

**10.3** The transmission charge is paid by the buyer based on the amount of electricity consumed from the network.

**10.4** The basis for the application of the transmission charge and the reactive energy fee is the measurement data and other data sets or documents containing measurement data compiled by the network operator.

**10.5** The buyer pays the network connection capacity charge in accordance with the network connection capacity agreed in the network contract.

**10.6** The price list at medium voltage '110 kV alajaama alampinge pool' is applied to the buyer if the connection point is located on the lower voltage side of the 110 kV substation, in which the following price packages apply:

**10.6.1** 'Keskpingel alajaamas VKA2' with daytime and nighttime transmission charges;

**10.6.2** 'Keskpingel alajaamas Mega VKA4' with daytime and nighttime transmission charges;

**10.6.3** 'Keskpingel alajaamas Aeg VKA5' with daytime and nighttime transmission charges and transmission charges for peak price for daytime consumption and peak price for consumption on weekend and holidays.

**10.7** Additional conditions for the implementation of the price list '110 kV alajaama alampinge pool':

**10.7.1** the connection contract for establishing a network connection to the place of consumption or changing the location of the connection point was concluded earlier than 1 January 2014, except for a network operator with an activity licence;

**10.7.2** the network connection capacity is at least 6 MW at a voltage of 10 to 25 kV, and the connection contract for establishing a network connection has been concluded after 1 January 2020. Based on this, the price list is also applied to a buyer whose connection point is connected to a 110 kV substation only by a cable line feeding this connection point, being up to 1 km away from this substation. The network connection capacity charge is paid by the buyer for a minimum transmission capacity of 6 MW;

**10.7.3** if at the initiative of the network operator, the location of the network connection located on the lower voltage side of the 110 kV substation is changed, the price list 'Keskpingel 110 kV alajaama alampinge pool' will still be applied to the buyer.

**10.8** The price list 'Keskpingel liinil' is applied to the buyer if the connection point is at a voltage of 6-35 kV and the price list for the lower voltage side of the 110 kV substation according to the conditions of clause 10.6 or 10.7 does not apply to the connection point, and the following price packages apply:

**10.8.1** 'Keskpingel liinil VKL2' with daytime and nighttime transmission charges;

**10.8.2** 'Keskpingel liinil Mega VKL4' with daytime and nighttime transmission charges;

**10.8.3** 'Keskpingel liinil Aeg VKL5' with daytime and nighttime transmission charges and transmission charges for peak price for daytime consumption and peak price for consumption on weekend and holidays.

**10.9** The network connection capacity charge at medium voltage is applied if the network connection capacity exceeds 630 kW, the fee is charged for the transmission capacity exceeding 630 kW.

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**10.10** The price list 'Madalpingel üle 63 A' is applied to the buyer if the connection point is at low voltage with transmission capacity of over 63 A, in which the following price packages apply:

**10.10.1** 'Võimsus VMA2' with daytime and nighttime transmission charges;

**10.10.2** 'Võimsus Aeg VMA5' with daytime and nighttime transmission charges and transmission charges for peak price for daytime consumption and peak price for consumption on weekend and holidays.

**10.10.3** 'Võimsus Mega VMA9' with daytime and nighttime transmission charges;

**10.10.4** 'Amper VML2' with daytime and nighttime transmission charges;

**10.11** In the price packages 'Keskpingel alajaamas Aeg VKA5', 'Keskpingel liinil Aeg VKL5' and 'Võimsus Aeg VMA5':

**10.11.1** The transmission charge for peak time daytime consumption applies from November to March on business days and during the periods of 09:00–12:00 and 16:00–20:00;

**10.11.2** The transmission charge for peak price for the weekend and holidays applies from November to March on Saturdays, Sundays, and public holidays at 16:00–20:00.

**10.12** When changing the voltage system, the location of the connection point, or the network connection capacity, the network operator has the right to unilaterally change the price package agreed in the network contract and bring it into compliance with the price list of the network operator.

**10.13** If the applied price package does not comply with the provisions of this chapter and the standard terms, the network operator has the right to bring the price package into compliance with them by notifying the buyer thereof in advance.

**10.14** The buyer pays the submitter of the invoice the charges and fees arising from the network contract and the charges and fees and taxes set out in legislation, including excise duty on electricity and the renewable energy charge, and other charges and fees arising from the standard terms by the payment deadline indicated on the invoice, referring to the reference number on the invoice. The time limit for payment is 14 days after the invoice is prepared, unless otherwise stipulated by the submitter of the invoice.

**10.15** The charges and fees are deemed to be paid on the day they are received on the bank account of the submitter of the invoice or in the co-operation partner's cash account. The cooperation partners of the network operator are listed on the website.

**10.16** From the amount received, first, the expenses incurred (e.g. legal costs), interests on arrears, interests, contractual penalties, and then the principal obligation are considered to be covered. If upon paying the principal obligation, the buyer does not specify for the fulfilment of which principal obligation the payment was made, the

obligations are considered to have been fulfilled in the following order: first the obligation that first became enforceable; in the case of simultaneous enforceability, first the obligations arising from all other contracts; and last the obligations arising from the electricity and network contract.

**10.17** If the buyer does not pay the invoice by the payment date, a buyer who is a legal person pays the submitter of the invoice interest on arrears of 0.1% per day and a buyer who is a natural person interest on arrears of 0.066% per day of the unpaid amount until all charges and fees are received in full. The period of applicability of interest on arrears will commence on the day following the due date and will end on the day of receipt of the charges and fees.

**10.18** If the buyer does not agree with the submitted invoice in whole or in part, they must notify the submitter of the invoice immediately after receiving the invoice, giving reasons for the disagreement. In the case of partial acceptance, the buyer pays the share corresponding to the accepted part. The submitter of the invoice examines the buyer's application and informs the buyer of the results of the examination within 10 days after receiving the notification. The submitter of the invoice may set a later payment date for the payment of the invoice. If the buyer's application is not substantiated, the buyer pays the charge or fee together with interest on arrears.

**10.19** If the invoice is not paid by the due date of payment, the submitter of the invoice has the right to send a reminder letter to the buyer at the price specified in the price list.

**10.20** The buyer has the right to make advance payments. No interest is calculated or paid on advance payments. Upon cessation of the network contract and in the absence of debts or at any other time at the request of the buyer and in the absence of debts before submission of the invoice, the submitter shall return to the buyer the amounts paid in advance within 2 business days from the submission of the application by the buyer.

**10.21** At the request of the submitter of the invoice, the buyer pays a security fee, if the submitter of the invoice reasonably doubts the buyer's ability to perform the network contract properly.

**10.22** The amount of the security fee may not exceed the charge or fee of 2 invoicing periods, which is determined on the basis of the consumption of the last 12 months or, in the absence of said consumption data, on the basis of the consumption of the analogous place of consumption in the last 12 months.

**10.23** The network operator determines the price of network services on the basis of electricity amounts calculated on the basis of clause 8.4 based on the price list that was valid during the period specified in clause 8.5.

**10.24** The buyer's obligation may also be fulfilled by a third party, but regardless of this, the aforementioned cannot be considered as consent to the transfer of the obligation from the buyer to a third party.

**10.25** If the network charges include the charge for using a network connection and the invoicing period is longer or shorter than a calendar month, the buyer pays the charge for using a network connection

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proportionally to the number of days in the invoicing period, while the daily charge is found by dividing the monthly charge by 30.

**10.26** If the place of consumption has several connection points with the same voltage which are connected to each other through the buyer's electrical installation, a common network contract is concluded for the place of consumption for the provision of network service, under which an agreement is concluded on the conditions for the use of all connection points at the place of consumption, including the same price package for purchasing the network service from all connection points, and, if necessary, the total maximum simultaneous usage capacity of the place of consumption.

**10.27** The buyer pays the usage capacity charge monthly for the maximum usage capacity measured at each connection point of the place of consumption, if the measured capacity does not exceed the network connection capacity.

**10.27.1** If the place of consumption has several connection points with the same voltage which are connected to each other through the buyer's electrical installation, the buyer may choose to pay the usage capacity charge for the total maximum simultaneous usage capacity at the connection points with the same voltage and with the same price package of the place of consumption. Payment based on the total usage capacity of the place of consumption is agreed with the network contract, and in this case the buyer pays for the usage capacity on the basis of the usage capacity charge for place of consumption stated in the price list;

**10.27.2** if the service area of a buyer who is a licenced network operator constitutes one or more outlined land areas or parts of it, the electricity networks of which are interconnected through the buyer's network, the buyer may choose to pay the usage capacity charge for the total maximum simultaneous usage capacity at the connection points with the same voltage and with the same price package of the place of consumption. Payment based on the total usage capacity of the place of consumption is agreed with the network contract, and in this case the buyer pays for the usage capacity on the basis of the usage capacity charge for place of consumption stated in the price list.

**10.28** If the measured usage capacity exceeds the network connection capacity, the buyer will pay the month's usage capacity charge to the extent of the network connection capacity and for the usage capacity exceeding the network connection capacity (including separately for consumption from the network and supplying to the network) with 5 times the usage capacity charge specified in the price list;

**10.28.1** if the measured total maximum simultaneous usage capacity exceeds the agreed total maximum simultaneous usage capacity at the place of consumption, the buyer pays for the exceeded volume in the amount of 5 times the usage capacity charge of the place of consumption specified in the price list.

**10.28.2** If the price package selected by the buyer does not include usage capacity, a charge 5 times the usage capacity charge of the 'Võimsus VMA2' price package will be applied for cases specified in clause 10.30 and 10.32.

**10.29** The buyer pays for the reactive energy consumed and/or supplied to the network as follows:

**10.29.1** for the reactive energy consumed in the calculation period, if the ratio of the amounts of reactive energy consumed and active energy consumed is greater than 0.15. If this ratio is 0.15 or less, no fee is charged for the reactive energy consumed from the network;

**10.29.2** for the reactive energy supplied to the network, if the ratio of the amounts of reactive energy supplied to the network and active energy consumed is greater than 0.15. If this ratio is 0.15 or less, no fee is charged for the reactive energy supplied to the network.

**10.30** If the buyer supplies electricity to the network without having an agreement with the network operator regarding transmission capacity in the direction of electricity generation, then for that month the buyer will pay the charge for using a network connection in the amount equal to 5 times the kilowatt-based network connection usage charge at the corresponding voltage as specified in the network service price list.

**10.31** If the network operator and the electricity seller have entered into a network invoicing agreement, the network operator transfers (assigns) to the electricity seller the payment claims for each invoicing period arising from the network contracts against the buyer.

**10.32** During the period when the buyer uses the network service in agreement with the network operator before the network contract has taken effect, the buyer pays the transmission charge based on the price of the temporary use of the network connection.

**10.33** If the network operator has initiated a change in the voltage system, the buyer must ensure the compliance of their electrical installation and adjust it to the new voltage system within three years after receiving the relevant notification from the network operator. If the buyer has not connected their electrical installation to the network of the new voltage system within the set time limit, the buyer bears the additional costs for the provision of the network services on the old 220 V voltage system. The buyer pays the network charge according to the selected price package, plus the fee for using the 220 V voltage system pursuant to the price list.

**10.34** Changes in the implementation of price packages as from 1 March 2022:

**10.34.1** price package 'VKA1' will be discontinued, and instead the package 'Keskspingel alajaamas VKA2' will be applied to the users of the former package;

**10.34.2** price package 'VKL1' will be discontinued, and instead the package 'Keskspingel liinil VKL2' will be applied to the users of the former package;

**10.34.3** price package 'VMA1' will be discontinued, and instead the package 'Võimsus VMA2' will be applied to the users of the former package;

**10.34.4** price packages 'VML1', 'VMA3' and 'VMA4' will be discontinued, and instead the package 'Amper VML2' will be applied to the users of the former packages;

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**10.34.5** the 'VML9' and 'VMA9' price packages will be combined, and instead the package 'Võimsus Mega VMA9' will be applied to the users of the former packages.

## 11. ADDITIONAL CONDITIONS FOR THE IMPLEMENTATION NETWORK CHARGES TO THE ELECTRICITY PRODUCER (HEREINAFTER PRODUCER)

**11.1** This chapter does not apply to the user of a micro-generating installation.

**11.2** The producer pays the transmission charge based on the amount of electricity consumed and the price package selected by the producer.

**11.3** The producer pays usage capacity charge at medium voltage and at 0.4 kV voltage over 63 A as follows:

**11.3.1** If in a calendar month, the producer's electricity consumption from the network is recorded as more than 120 hours in total, regardless of the electricity supplied to the network during the same hours, the producer pays a fee for the usage capacity in the direction of consumption for the entire month:

**11.3.2** If in a calendar month, the producer's electricity consumption from the network is recorded as up to 120 hours (included) in total, regardless of the electricity supplied to the network during the same hours, the producer shall not pay the usage capacity charge for that month.

**11.4** If the measured maximum usage capacity for electricity consumption and/or supply to the network exceeds the network connection's transmission capacity in the corresponding direction, the producer shall pay the network operator for exceeding the network connection capacity for the exceeded volume in the amount of 5 times the usage capacity charge specified in the price list of network services. If the price package selected by the producer does not include usage capacity, a charge 5 times the usage capacity charge of the 'Võimsus VMA2' price package will be applied for the exceeded capacity.

**11.5** The producer pays for the consumed reactive energy pursuant to clause 10.31.1 and for the reactive energy supplied to the network, if the ratio of the total amounts of reactive energy supplied to the network and active energy supplied to the network and consumed from the network is greater than 0.15. If this ratio is 0.15 or less, the network operator will not charge for the reactive energy supplied to the network.

**11.6** The producer pays a monthly network connection fee and a network capacity charge pursuant to the price list and the selected package.

**11.7** The producer pays for the amounts of network services determined in accordance with clause 8.4 and consumed by the producer to the network operator or the submitter of the invoice for the network service in accordance with the price list of network services valid during that period. The producer performs invoicing for the

amounts of electricity transmitted through the network with the producer's open supplier.

**11.8** If the network connection capacity in the direction of production or consumption agreed in the network contract is different, the largest network connection capacity shall be adhered to in the application of the network charge price list and the capacity charge.

## 12. LIABILITY FOR BREACH OF OBLIGATIONS

**12.1** The parties are liable for improper performance or non-performance of the obligations set out in the network contract (breach of obligation), including for the actions of persons they use for exercising their rights and performing their obligations or who they authorise to do so.

**12.2** The buyer is responsible for the preservation and integrity of protective devices, switches and connections, the metering system and the seals installed on them located in the circuit of the unmetered current of the consumption point located in a construction work or part of it or in a fenced area owned or possessed by the buyer.

**12.3** The buyer notifies the network operator immediately of damage, loss, absence, or destruction of protective devices, switches and connections, the metering system and the seals installed on them located in the circuit of the unmetered current of the consumption point, as well as of tampering or distortion of the readings of the metering system.

**12.4** The party is not liable for the breach of their obligation arising from the network contract or legislation, if the breach is excusable. It is assumed that a breach of obligation is not excusable.

**12.5** A breach of obligation is excusable if the party was in breach of the obligation due to force majeure. *Force majeure* is a circumstance which could not be influenced by the party and which, at the time of conclusion of the network contract, the party could not reasonably have been expected to take into account or avoid or overcome the hindering circumstance or the consequences thereof, including:

**12.5.1** natural disasters;

**12.5.2** thunder, wind and ice exceeding the design standards applicable during the construction of electrical installations;

**12.5.3** fire;

**12.5.4** an economic blockade or the implementation of international sanctions between countries operating in an interconnected electricity system with the electricity system;

**12.5.5** strike;

**12.5.6** act of diversion;

**12.5.7** declaration of a state of emergency;

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**12.5.8** legitimate activity of the system operator to ensure the normal state of operation of the electricity system;

**12.5.9** limiting electricity consumption in accordance with legislation.

**12.6** Upon a breach of the network contract, the party may use separately or jointly all legal remedies arising from the law and/or the network contract, including the standard terms, which can be used simultaneously, unless otherwise provided by law and/or the network contract. Before using the legal remedy, the party must give the breaching party an opportunity to remedy the breach, unless the remedy is not possible given the circumstances or if the obligation was breached intentionally or due to gross negligence.

**12.7** If the failure, damaging, or loss of the metering system or part thereof was caused by the buyer, they will compensate the network operator for its repair, exchange, replacement, or reconstruction costs.

**12.8** Reconstruction of the network or changing the location of network connections (connection point) without permission is prohibited and constitutes a material breach. Upon detection of said activities, the network operator has the right to demand from the buyer a contractual penalty of 750 euros per breach. The network operator has the right, at the request of the buyer, to reduce the contractual penalty to a reasonable amount in a specific case. If as a result of the breach the costs associated with restoring the original situation or bringing the reconstructed network into compliance with the requirements exceed 750 euros, the buyer undertakes to compensate the network operator for the costs exceeding 750 euros.

**12.9** The party only compensates the other party for the direct proprietary damage caused by the breach of their obligations under the network contract. Costs related to the elimination and/or reconstruction of damage to the network or part thereof, including metering systems, due to a breach of obligation are also direct property damage. Other forms of damage caused by the breach of obligations, including non-proprietary damage and lost income, are not subject to compensation, unless the obligation was breached intentionally or due to gross negligence. Damage that is incurred by the other party on the basis of the transaction made by the other party, including compensation or contractual penalty, which the other party must pay to its contractual partner due to a breach of the obligations arising from the network contract, is also considered as other damage not subject to compensation. 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 existence and amount of the damage.

**12.10** The network operator has the right to change the location of the metering system in the case of illegal use of the network service and electricity or noncompliance with clause 7.6.5 and demand from the buyer compensation for the costs incurred for this purpose.

**12.11** If a situation is detected where the buyer has installed or uses a power-generating installation without agreement from the network operator and the place of consumption therefore does not have a metering device that measures the quantities supplied to the network, the network operator has the right to install the relevant metering

device and the buyer compensates for the costs related to the installation/calibration of the metering device.

**12.12** Damage is not subject to compensation to the extent that the prevention of damage was not the purpose of the obligation or provision, the breach of which resulted in the obligation to compensate for damage. The party must compensate only for the damage that they foresaw as a possible consequence of the breach or should have foreseen at the time of concluding the network contract, unless the damage was caused intentionally or due to gross negligence.

**12.13** The buyer may not reconnect the network connection interrupted by the network operator or replace the protective device that determines the agreed network capacity or use a power-generating installation without agreeing on the generation conditions. If the connection to the network interrupted by the network operator is reconnected without the consent of the network operator, or the protective device that determines the agreed network capacity is replaced, or a power-generating installation, including one with higher maximum capacity, is used without agreeing on the generation conditions, the network operator has the right to demand from the buyer a contractual penalty of 1 euro per ampere of the network capacity at low voltage, and at medium voltage 2 euros per kilowatt of the network capacity specified in the network contract.

**12.14** If the buyer repeatedly fails to ensure compliance with clause 5.6, the network operator has the right to demand from the buyer a contractual penalty of 200 euros for each repeated breach of the obligation.

**12.15** The buyer bears all liability for the damage caused to the buyer and/or third parties by the failure to perform the obligations specified in clauses 13.5 and 13.7.

**12.16** If the buyer 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 buyer is obliged to compensate the network operator and/or a third party for the costs incurred for collecting the claim.

**12.17** The occurrence of overvoltage caused by lightning as specified in clause 4.12 is not a breach of the network contract on the part of the network operator, and the network operator does not compensate the buyer for damage caused by damage to electrical equipment or appliances. Also, in the cases specified in clause 4.13, the network operator does not compensate for damage caused by damage to electrical equipment or appliances in the event of rapid voltage changes, including dips in the supply voltage, which have not been caused intentionally or by gross negligence of the network operator and no causal connection between them has been established. Damage is compensated for in accordance with the 'Damage Compensation Principles' presented on the website.

**12.18** Upon the illegal use of electricity and network service, the network operator has the right to demand from the buyer compensation for costs related to the processing of the incident.

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## 13. NOTIFICATION

**13.1** All notices, consents, approvals, and other declarations of intention related to the performance of the network contract are deemed to have been submitted and delivered in accordance with the network contract, if the declaration of intention has been sent to the other party orally, in writing, in a form reproducible in writing, or electronically, using the contact details specified in the network contract or provided to the other party, unless a specific format for the submission of a specific declaration of intention has been agreed in the network contract or set out in the standard terms. An oral declaration of intention is submitted in accordance with the network contract if it has been recorded by the network operator.

**13.2** The network operator notifies buyers about changes in the renewable energy charge and the excise duty on electricity rates via its website.

**13.3** The network operator notifies the buyer of planned interruptions in electronic format at least 2 business days in advance to the contact details specified in the network contract or separately notified by the buyer.

**13.4** The buyer notifies the network operator about the interruption and receives corresponding information using the phone number 1343.

**13.5** If the buyer who is a natural person has a dwelling that is used as a permanent residence and is heated entirely or mainly by electricity, the buyer shall notify the network operator of this.

**13.6** The network operator notifies the buyer in advance about a change in the network operator's contact details provided in the network contract on the website and in at least one national daily newspaper.

**13.7** The buyer notifies the network operator of any changes in the contact details set out in the network contract and in the details of the maintenance manager within 14 days. Changes made in self-service on the website and via the call centre (customer service) are also considered to be proper changes to the contact details.

**13.8** At the buyer's request, the network operator is obliged to provide information about the causes of such an emergency situation that could have affected the buyer's electrical installations.

**13.9** The buyer is obliged to provide the network operator, upon the latter's request, with the information needed to plan the operating modes of the distribution network.

**13.10** The network operator may on its own initiative release the buyer from fulfilling the buyer's obligation set out in the network contract or the standard terms by notifying the buyer thereof in writing.

## 14. AMENDMENT OF THE NETWORK CONTRACT

**14.1** The network contract may be amended by agreement between the parties, as well as on other grounds as provided for by the network contract or the standard terms or law in writing or in a format reproducible in writing or electronically.

**14.2** If during the validity of the network contract the parties enter into a connection contract that changes the location, description, or network capacity of the connection point, then after execution of the connection contract, the network contract is considered valid under the amended terms and conditions.

**14.3** The buyer can change their contact details and the selected price package on the network operator's website in self-service and/or by submitting an application to the network operator in the form specified in clause 13.1 at the contact address provided on the website of the network operator, as well as by phone by calling the number 777 1545 (or the telephone number additionally announced on the website of the network operator), to which the calls made will be recorded by the network operator. In the cases mentioned, the network contract is deemed to have been amended no later than 5 business days after the corresponding request reaches the network operator, or on a later date specified by the buyer. The amendments requested by the buyer will take effect if the network operator does not object to the requested amendments within 5 business days of the buyer's request reaching the network operator. The price package selected by the buyer will take effect from the beginning of the following month.

**14.4** The network operator has the right to unilaterally amend the price lists and standard terms adhering to the procedure provided by law. At the buyer's request, the network operator will provide explanations about the amendments.

**14.5** The network operator informs the buyer about amendments to price lists and standard terms in accordance with the procedure provided by law. The network operator submits to the buyer a notice about the amendment of the standard terms together with the invoice at least 30 days before the planned amendment takes effect. The buyer has the right to cancel the network contract if they do not agree with the amendments.

## 15. VALIDITY OF THE NETWORK CONTRACT

**15.1** The network contract enters into force in accordance with clause 15.2, upon its signing by both parties, or upon the exchange of respective declarations of intention of the buyer and the network operator which correspond to the format of the selected network contract, or at the time agreed between the parties, or if the network connection has been interrupted at the place of consumption during the conclusion of the network contract, then upon the reactivation of the network connection. If the buyer enters into a network contract for a place of consumption with a disconnected network connection, the buyer pays for the reconnection to the network:

**15.1.1** by connection switching or reconnecting to the network pursuant to the price list of the network operator;

**15.1.2** by connection reactivation according to the actual costs.

**15.2** The network contract or its amendment enters into force on the date agreed by the parties or at 00:00 on the day after the next day of the conclusion and ceases on a date at 24:00 arising due to grounds specified in clause 15.4.

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**15.3** A buyer who is a natural person may withdraw from a network contract concluded outside the business premises or through a means of communication without giving a reason within 14 days from the date specified in clause 15.2. If the buyer wants the provision of the network service to start during the withdrawal period specified in this clause, they shall submit an explicit statement to the network operator.

**15.4** Network contract ceases:

**15.4.1** in the case of a fixed-term network contract, when the term expires if one party notifies the other party in writing of the cessation of the network contract at least 1 month before the expiry of the validity period of the network contract;

**15.4.2** by written agreement of the parties;

**15.4.3** upon cancellation of the network contract for reasons specified in the network contract and legislation, on the basis of a written application of one party;

**15.4.4** upon dissolution of the business consumer.

**15.5** The buyer has the right to cancel the network contract at any time by notifying the network operator thereof at least 30 days in advance. If the cessation date of the network contract falls on a public holiday or other holiday, the network contract ceases on the first business day following the holiday.

**15.6** In the event of the death of a buyer who is a natural person, the network contract does not cease but is transferred to the universal successor of the buyer. Upon learning of the buyer's death, the network operator has the right to transfer the network contract to the name of the universal successor and notifying the universal successor thereof. If the universal successor of the buyer does not wish to use the network service at the same place of consumption, the network operator will terminate the network contract based on the corresponding application of the universal successor. If the network operator does not manage to identify the universal successor within 12 months from the death of the buyer who is a natural person, the network operator has the right to consider the network contract as ceased in the absence of a universal successor of the buyer and the owner of the registered immovable of the place of consumption.

**15.7** If the place of consumption has been destroyed and the buyer does not use network services, the network operator may cancel the network contract.

**15.8** A request for termination of or withdrawal from the network contract must be communicated to the other party in writing or in a format reproducible in writing or electronically.

**15.9** If a party cancels the network contract, then the network operator does not have to maintain the option of using the network connection at the corresponding connection point.

**15.10** If electricity has not been transmitted through the network connection for more than three (3) years, or the buyer has not paid for the use of the network connection, the network operator does not have to maintain the option of using the network connection. In order to

reactivate the network connection, the buyer must pay to the network operator the costs incurred for the purpose.

**15.11** If a party cancels the network contract or if the network contract ceases on another basis as provided for by law and/or the network contract, the open supply electricity contract shall cease on the day of cessation of the network contract. The network operator transmits the information to the electricity seller in accordance with the procedure provided by law.

## 16. PROVISION OF UNIVERSAL SERVICE

**16.1** If a small consumer has not entered into an open supply electricity contract with an electricity seller, the electricity seller designated by the network operator shall provide the consumer universal service as from the date following the date of cessation of the electricity contract. The electricity seller designated by Elektrilevi OÜ is Eesti Energia AS.

**16.2** The universal service is provided in accordance with the standard terms of the universal service. The standard terms of the universal service form an integral part of the network contract.

## 17. SETTLEMENT OF DISAGREEMENTS

**17.1** The buyer submits to the network operator a complaint arising from a breach of the network contract, which the parties will resolve by agreement of the parties, if possible. The network operator examines the complaint submitted by the buyer in writing or in a format reproducible in writing within 15 days of receiving it and notifies the buyer about a possible resolution or an extension of the time limit for resolving the complaint.

**17.2** A buyer who is a natural person may, for the settlement of disputes arising from the Network 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.

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

**17.4** Disputes that the parties cannot resolve through negotiations will be resolved in the court where the registered office of the network operator is situated, i.e. Harju County Court, unless otherwise provided by legislation. A dispute is also resolved in the Harju County Court if the buyer takes up residence in a foreign country after concluding the network contract or transfers their place of business or registered office there, or if their place of business, place of residence, or registered office is not known at the time the action is filed.

**17.5** Disputes arising from clauses 4.4, 12.6, 12.9, and 12.17, which the parties cannot resolve through negotiations, will be resolved only in the consumer disputes committee operating at the Consumer Protection and Technical Regulatory Authority pursuant to the procedure provided for in clause 17.2 and/or in the county court pursuant to the procedure provided for in clause 17.4.

# Elektrilevi OÜ's network contract standard terms at low voltage over 63 A and medium voltage

Valid from 1 January 2023

## 18. PROCESSING OF PERSONAL DATA

**18.1** The network operator ensures the protection and processing of the personal data of the buyer who is a natural person pursuant to the procedure provided for in the standard terms, in compliance with legislation and the 'Principles of Elektrilevi Customer Data Processing' published on the network operator's website.

**18.2** The controller of the personal data of a buyer who is a natural person is Elektrilevi OÜ (registry code 11050857, registered office at Veskiposti tn 2, Tallinn 10138). The names of the processors of the network operator and their contact details are available on the website of the network operator.

**18.3** The buyer's personal data, including personal identification code, amount of debt, start and end date of the debt, and other information necessary for processing the debt may be published in the Payment Default Register if the network contract has been breached.

Approved by the Competition Authority on 24 November 2022 under decision No. 7-10/2022-010