

Standard terms and conditions of electricity test

Valid from 16.11.2020

1. GENERAL SETTINGS

1.1 The standard terms and conditions of the electrical test of Elektrilevi OÜ (hereinafter: standard terms and conditions) are regulated by Elektrilevi OÜ (hereinafter: Elektrilevi or the party) provides an electrical test (hereinafter: service) to the contracting party (hereinafter: customer or party) through an agreement entered into between the parties (hereinafter: agreement).

1.2 Elektrilevi and the Customer are hereinafter also jointly referred to as the Parties, separately the Party.

2. DEFINITIONS

The terms used in the standard terms have the following meanings:

2.1 Basic data - data entered by the Customer for the purpose of ordering the service, on the basis of which Elektrilevi provides the service.

2.2 service - within the framework of the electrical test service, Elektrilevi provides the customer with an overview of the consumption of the customer's electrical equipment at the customer's place of consumption according to the basic data provided by the customer and assess the suitability and/or need for modification of the main fuse at the place of consumption; the electricity test requests current data from the meter in different phases and this does not create an additional load on the customer's electrical installation. Depending on the design and condition of the customer's electrical installation, overloading may occur when the Equipment is switched on at the same time;

2.3 Invoice submitter- Elektrilevi or its partner who is mentioned on the website.

2.4 self-service environment - a self-service environment found on Elektrilevi's website, where the customer can enter into contracts electronically and get acquainted with the terms and conditions of services and additional information and use the functionalities made available by Elektrilevi with the service.

3. PLACING ORDERS AND CONCLUDING A CONTRACT

3.1 To order the service, the customer enters the self-service environment, gets acquainted with the standard terms and conditions, enters the basic data necessary for ordering the service and selects a suitable price package. A description of the service can be found on Elektrilevi's website.

3.2 The Agreement shall be deemed concluded after the Customer has confirmed the order in the self-service environment. By concluding the Agreement, the Customer confirms acceptance of the offer and the applicable standard terms and conditions.

4. SERVICE FEES AND THE PROCEDURE FOR THEIR PAYMENT

4.1 The customer pays for the service according to the selected price package and price list, which is available in the self-service environment and/or on the website. The obligation to pay for the service arises only for the successful performance of the service.

4.2 The invoice submitter shall issue an invoice to the customer for the provision of the service. The invoice payment term is 14 days from the issuance of the invoice. An invoice is considered received by the customer if it has been sent to the customer's contact address agreed in the service provision agreement and 5 days have passed since the invoice was issued.

4.3 The customer pays for the service by the due date indicated on the invoice, referring to the reference number on the invoice.

4.4 The invoice is considered paid from the day when the service fee is received by the submitter of invoice.

5. RESPONSIBILITY

5.1 The parties are liable for improper performance or non-performance of obligations (hereinafter: breach of obligation). The parties shall not be liable for a breach of the obligation if the breach of the obligation is excusable. The service provider is not liable for damage caused by voltage quality fluctuations and/or interruptions in the customer's electrical installation.

5.2 If the use of the service repeatedly fails due to a reason arising from Elektrilevi, the customer is not obliged to pay Elektrilevi for the service. A situation where the use of the service has failed at least three consecutive times is considered a repeated failure of the service.

5.3 If the customer is late in paying the fee by the agreed due date, they shall pay the service provider a late payment interest of 0.02% of the unpaid part of the service fee for each day of delay in payment of the unpaid part.

5.4 A party shall compensate the other party for direct property damage caused by a breach of obligations incurred in the course of providing the service. Non-pecuniary damage and loss of income are not subject to compensation.

5.5 A party may, separately or together, use all legal remedies arising from law or standard terms and conditions in the event of a breach of obligations arising in the course of providing the service. Limitation of liability is not permitted in cases provided by law or if the damage is caused intentionally or due to gross negligence.

5.6 The customer confirms that he/she is aware that the service has not been prepared with his/her individual needs in mind and that Elektrilevi is not responsible for the existence of any feature of the service that is not described in the contract or conditions;

5.7 The customer confirms that the electrical installation owned or possessed by him/her and measured during the service complies with legislation, standards and regulations.

5.8 Elektrilevi does not guarantee the compliance of the service with all the requirements and wishes of the Customer and the completely error-free operation of the service. Also, the service may not always be available depending on the customer's electrical installation and other external factors.

5.9 Elektrilevi is not responsible for any damage caused by any decisions, forecasts or other conclusions made by the customer with the help of the service. The use of data received within the framework of the service is at the customer's own risk.

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6. TERMINATING THE CONTRACT

6.1 Upon termination of the contract after performance of the contract by Elektrilevi, the service fee will not be refunded to the customer. In the case of fixed-term price packages, Elektrilevi's contract is considered fulfilled after the successful completion of the first test.

6.2 Based on the structure and conditions of the service, the customer does not have the right to withdraw from the contract.

7. NOTIFICATION

7.1 The customer has the right to receive information about the services and their fees on the website, via Elektrilevi customer services and via the information telephone 777 1545 and e-mail address info@elektrilevi.ee. In order to submit complaints, the customer has the right to contact Elektrilevi through Elektrilevi's contact information.

7.2 The parties shall inform each other within a reasonable time of any circumstances that impede the proper performance of the obligations, including the provision of the service.

7.3 Elektrilevi's contact addresses are listed on the website.

8. DISPUTE RESOLUTION

8.1 The customer submits a complaint to Elektrilevi related to the provision of the service, which the parties resolve if possible by agreement of the parties. Elektrilevi shall review the customer's complaint submitted in writing or in a form that can be reproduced in writing within 15 days of receiving it and informs the customer of the possible resolution of the complaint or the extension of the term for resolving the complaint.

8.2 In order to resolve disputes arising from the provision of a service which the parties have not been able to resolve by agreement, a natural person, the buyer, may file a complaint with the Consumer Disputes Committee of the Consumer Protection and Technical Surveillance Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

8.3 The other party may file a written complaint with the Competition Authority against an act or omission of a party which is in conflict with the Electricity Market Act or legislation established on the basis thereof.

8.4 Disputes arising from the provision of the service, which the parties are unable to resolve by agreement of the parties, are subject to settlement in the court of the customer's place of residence or domicile on the basis of the legislation of the Republic of Estonia. If the customer moves abroad or transfers his or her place of business or location there after concluding the contract, or if the buyer's activity, residence or location is not known at the time of filing the claim, the dispute shall be settled in the court of the Republic of Estonia. The foregoing shall not preclude the parties from submitting an application in an expedited order for payment procedure in accordance with the jurisdiction provided for in that procedure.

9. PROCESSING OF PERSONAL DATA

9.1 Elektrilevi ensures the protection and processing of personal data of a natural person customer in accordance with the procedure provided in the standard terms and conditions, in accordance with

legislation and the "Principles of Elektrilevi customer data processing" published on the website.

9.2 The chief processor of the personal data of a natural person customer is Elektrilevi OÜ (registry code 11050857, location Veskiposti 2, Tallinn 10138). The names of the authorized processors of Elektrilevi and their contact details are available on the website.

9.3 The customer's personal data, including the personal identification code, the amount of the debt, the start and end dates of the debt and other data necessary for the processing of the debt, may be published in the payment default register managed by Creditinfo Eesti AS. In this case, the customer can get acquainted with the data processed by him/her on the website www.creditinfo.ee.