

# Electricity sales contract General provisions

Valid from 06.09.2022.

## 1 Electricity trading

- 1.1 The Trader shall sell electricity to the Customer, and the Customer shall purchase electricity in accordance with the terms of the Contract, subject to the requirements (rights and obligations) for the sale of electricity to households set out in regulatory enactments.
- 1.2 The Customer and the Trader agree that these Provisions supplement and clarify the special provisions of the Contract.
- 1.3 The Electricity price includes all taxes specified in legal acts in force on the day of concluding the Contract, including the Electricity tax and fees. Upon changes in the Electricity tax rate or in the application of other charges related to the purchase of Electricity, the parties shall be entitled to request an identical change in the Electricity price or in the additional charges provided for in the Contract.
- 1.4 The Parties shall notify each other of any change in their details necessary for the performance of the Contract by sending information to the e-mail addresses of the contact persons specified in the Contract or by making changes on the self-service portal no later than 10 working days from the date of the change. All correspondence under the Contract (notices, consents, approvals, etc.) shall be deemed to have been given in accordance with the Contract if sent to the other Party in writing or electronically using the contact details provided.
- 1.5 The Trader shall have the right to unilaterally amend the electricity trading terms and conditions in case of amendments to regulatory enactments governing electricity trading or binding instructions issued by the authorities involved in the regulation of energy markets, by informing the Customer in writing at least 30 days in advance.
- 1.6 The customer has the right to choose additional services such as "Green Energy" and "Electric Appliance Insurance" for a fixed monthly fee of €1 incl. VAT. [More information on additional services.](#)

## 2 Calculation of the amount of electricity and the payment procedure

- 2.1 The invoice shall be drawn up on the basis of the amount of electricity consumed at the Metering points, which shall be accounted for by the Distribution System Operator (hereinafter - "DSO") specified in the Contract, and the price of Electricity specified in the Contract.
- 2.2 The invoice shall be sent to the Customer from the Trader's e-mail address to the e-mail address of the Customer's billing contact specified in the Contract within 15 (fifteen) days after the end of the billing period.
- 2.3 If meter readings are not obtained at site by distance communication, the Customer shall record and transmit consumption data from the 27th of each month to the 3rd of the following month. If the Customer has not reported the readings of the commercial metering device in time, the DSO shall calculate the consumption based on the Customer's historical average monthly consumption or the meter reading obtained during the inspection.
- 2.4 The Customer delegates the Trader to settle the system services and other services received by the Customer and the mandatory purchase components. The trader will include this service charge in the invoice according to the information provided by the DSO.
- 2.5 The Customer is obliged to pay for the electricity within the time specified in the invoice. The invoice shall be deemed to be paid on the day on which the payment is credited to the current account specified by the Trader. If the due date falls on a bank holiday, the last day for payment is the next working day.
- 2.6 If the Customer makes an advance payment, the Trader shall allocate the advance payment to cover future payments under the Contract. The Customer shall have the right to request reimbursement of the advance payment, which shall be made by the Trader within five working days from the date of receipt of the Customer's written request.
- 2.7 If the Customer disagrees (in whole or in part) with the invoice submitted by the Trader, the Customer shall notify the Trader about it in writing, stating the disContract (the preferred deadline for submitting the disContract is the receipt of the following month's invoice). The submission of the Customer's notice to the Trader does not relieve the Customer from the obligation to pay the invoice on time. The Trader shall, within 10 (ten) days of receipt of the Customer's notice, review it, verify the amount of the invoiced payment and inform the Customer of the results of its review. If, as a result of the Trader's verification, it is determined that the invoiced amount should be reduced and the Customer has already paid it, the amount overpaid by the Customer shall be credited to the next payments due

under the Contract or returned to the Customer if the Customer has indicated such wish in its claim.

- 2.8** If the Customer fails to pay the invoice within the time limit set out in the Contract, the Trader shall be entitled to charge the Customer default interest of 0.15% (zero point fifteen percent) of the principal amount for each day of delay, payable by the Customer at the same time as payment of the current invoice.
- 2.9** Payments made by the Customer under the Contract are first directed to cover overdue interest, then to repay the principal debt.
- 2.10** If the Customer delays the payment of the invoice for more than 10 (ten) days, the Trader shall send the Customer a warning about the interruption of electricity supply. If the Customer fails to fulfil his payment obligations within a further 20 (twenty) days after receipt of the notice, the Trader may instruct the DSO to disconnect the Customer from the Electricity Supply System. After the Customer has fulfilled all debt obligations arising from the Contract (including payment of default interest under the Contract) and notified the Trader about it, the Trader shall within one working day send a notice to the DSO to terminate the disconnection procedure or to restore the electricity supply. All actions referred to in this paragraph shall be carried out by the DSO in accordance with its procedures.

### **3 Term, amendment and termination of the Contract**

- 3.1** The Contract shall enter into force on the date on which the Trader has registered a mutually signed Contract in the system.
- 3.2** If the Contract is concluded by means of distance communication, the Customer has the right to withdraw from the Contract within 14 days from the date of conclusion of the Contract by calling the Trader's contact centre at 6000 0055 or by filling in [Right of withdrawal form](#) and sending it to [elektriba@enefit.lv](mailto:elektriba@enefit.lv).
- 3.3** The Customer shall have the right to withdraw from this Contract prior to the commencement of electricity supply by notifying the Trader by the twentieth day of the preceding month.
- 3.4** If the Customer has entered into an Contract on the Enefit Fixed tariff plan, the Trader shall send the Customer a written offer for the following period at least 45 (forty-five) days before the end of the electricity trading period to the e-mail address provided. The offer submitted by the Trader shall become effective if the Customer does not object to it within the period specified in the offer, which shall not be less than 10 (ten) days. If the Customer does not agree to

the Trader's offer and the Parties have not agreed on other terms before the end of the electricity trading period, the Contract shall continue in accordance with the Trader's then current Universal product terms.

- 3.5** The Customer is responsible for having a valid System services Contract with the DSO. In the event that the Customer's System services Contract is terminated or becomes null and void, the Contract shall be deemed to have been unilaterally terminated by the Customer.
- 3.6** The User shall be entitled to terminate the use of electricity at the Facility or terminate the Contract in its entirety by notifying the Trader at least five working days in advance and specifying the time of termination of the use of electricity.
- 3.7** If the Contract is terminated before the expiry of the Contract in accordance with Clause 3.6, the Customer shall pay the invoices issued by the Trader for the electricity received before the termination of the Contract and shall pay the Trader a fee for the early termination of the Contract in accordance with Clause 3.10.
- 3.8** The Trader has the right to unilaterally terminate the Contract in accordance with the procedure established by law if the Customer fails to comply with the provisions of this Contract and/or fails to comply with the obligations of an electricity user established by regulatory enactments, including if the Trader becomes aware that the electricity at the connection address specified in the Contract is used for the needs of legal entities or the annual electricity consumption exceeds 20 MWh.
- 3.9** The Trader shall have the right to unilaterally make amendments to the electricity sales Contract related to the need to update the customer service due to the development of the Trader's business, including the introduction of modern technological and functional solutions in customer service.
- 3.10** The early termination fee is EUR 32 and is reduced by EUR 4 per quarter of each calendar year during the term of the Contract. If the customer has entered into an agreement on the Enefit Energy independence tariff plan, the early termination fee is 160 EUR and is reduced by 20 EUR per quarter of each calendar year during the term of the Contract.
- 3.11** If the Contract is terminated prior to the expiry of the Contract pursuant to Clause 3.6 of the Terms and Conditions and a new Contract is concluded between the Customer and the Trader, the Trader shall charge the Customer a product change fee of EUR 6. If the Contract on Enefit tariff Energy independence is terminated before the expiry of the Contract in accordance with Clause 3.6. at the same time

concluding a new Contract between the Customer and the Trader, the Trader shall charge the Customer a commission fee of 160 EUR for the replacement of the product. In such case, the Customer shall not be subject to the early termination fee referred to in Clause 3.10.

#### **4 Liability for breach of obligations**

**4.1** The Parties shall be responsible for the due performance and non-performance of their obligations and duties under the Contract, including responsibility for the acts of persons whom the Party engages to exercise its rights and perform its obligations or whose acts it approves.

**4.2** A Party shall not be liable for a breach of its obligation or duty under the Contract or under any law if the breach of such obligation is due to force majeure of which it has notified the other Party (together with documents confirming the occurrence of the force majeure) within three business days of the occurrence of such force majeure.

#### **5 Data protection**

**5.1** For the purpose of performance of this Contract, the Trader shall process the Customer's personal data to the extent necessary for the execution of the electricity trading transaction (conclusion of the Contract) and for the provision of services (cooperation with the DSO), including settlement (accounting).

**5.2** If the Customer fails to fulfil its payment obligations under the Contract and the laws and regulations, the Trader shall have the right to transfer data on the Customer and the services received to third parties for debt collection purposes, as well as to include such data in the Trader's customer credit history aggregation database.

**5.3** The full SIA "Enefit" Data Protection Policy can be [found on the website](#). The Privacy Policy is an integral part of this Contract.

#### **6 Dispute settlement**

Any disputes arising under this Contract shall be settled by mutual Contract of the Parties. If this is not possible, any disputes or controversies arising out of or in connection with the Contract shall be settled in the courts of the Republic of Latvia according to its jurisdiction.

#### **General rules for the sale of Green Energy**

##### **1 General terms and conditions**

**1.1** These general terms and conditions for the sale of Green Energy govern the trade in electricity produced from renewable energy sources (hereinafter "Green Energy").

**1.2** The general rules for the trading of electricity apply.

##### **2 Sale of Green Energy**

**2.1** If the subject of the Contract is the sale of Green Energy, the Seller undertakes to sell to the Buyer electricity whose renewable origin can be proven by Certificates of Origin.

**2.2** The buyer may purchase solar energy, wind energy or Green Energy as a whole, depending on the Contract in the body of the text.

**2.3** The Seller shall provide Certificates of Origin issued in a country of the European Economic Area to certify the quantity of Green Energy sold (Certificate of Origin; Guarantee of Origin (GO)).

**2.4** The Seller will cancel the relevant Certificates of Origin registered in the name of the Seller and corresponding to the electricity purchased by the Buyer (solar or wind GO, both guarantees or Green Energy as a whole, depending on the Contract referred to in the main text).