

# Borås Elhandels AB's (Borås Elhandel) terms and conditions for consumer power purchase agreements (PPA)

MASSMK1810\_1.

Valid from 1 October 2018

## 1. Conclusion of the Agreement and its validity.

This agreement is valid from the day that Borås Elhandel accepts the Customer's order. Borås Elhandel is entitled to conduct customary credit investigations. If the credit investigation gives rise to doubt regarding the creditworthiness of the Customer, Borås Elhandel is entitled to reject the order/tender. The supply of electricity will commence on the condition that the information provided by the Customer is comprehensive and correct. The Customer is liable for costs resulting from agreements with other electricity trading companies.

## 2. General terms and conditions

In addition to Borås Elhandel's special agreement terms, the general agreement terms of the electricity trading industry applicable at any given time, currently EL2012 K (rev) Consumer, shall apply. In the case of discrepancy between Borås Elhandel's special agreement terms and the general agreement terms of the industry, Borås Elhandel's agreement terms shall take precedence. For more information on the general agreement terms of the electricity trading industry, see [www.boraselhandel.se](http://www.boraselhandel.se).

## 3. Taxes and charges

The Customer shall pay the statutory charges that apply at the time. Borås Elhandel is entitled to continuously adjust these costs without prior notice, even during the current lock-in period. The same shall apply in the case that Borås Elhandel's cost for electricity certificates changes due to changed quota obligations.

## 4. Transfer of the agreement

Borås Elhandel is entitled to transfer this agreement with unchanged terms and conditions to another party. The Customer is not entitled to transfer the agreement to another party.

## 5. Complaints and disputes

Complaints shall be made to Borås Elhandel's customer service as the first point of contact. Should you be dissatisfied with the help provided, you may contact the customer ombudsman at Borås Elhandel within six months of the conclusion of your case for an independent examination. In the case that the dispute is not resolved, the case can be examined by the National Board for Consumer Complaints.

## 6. Adaptation to laws, etc.

In the event that any of the provisions in this Agreement are or become invalid, this shall not affect the validity of the remainder of the Agreement. The contents of the Agreement shall be adjusted to the extent necessary to eliminate such invalidity, with the baseline being to restore the original balance of the Agreement. Should the Swedish electricity end customer market change due to implementation of a central information handling model and/or an electricity trading-centric marketing model, the Agreement and invoicing shall be adapted to the necessary degree. The Customer commits to pay to Borås Elhandel the costs that were previously related to the Customer's network agreement to the degree that the market change entails that such costs should instead be paid to the Customer's electricity trading company. To the degree that these market changes also entail increased costs for Borås Elhandel related to electricity grid and system services, Borås Elhandel is entitled to adjust the price of electricity to the equivalent degree, even during the current lock-in period, under the condition that the Customer is notified of the changes at least two months prior.

## 7. Termination

If the agreement is terminated without the Customer entering another PPA, Borås Elhandel will apply the Variable Electricity Tariff terms and price that apply at the time. The agreement will cease to apply if the Customer moves away.

## 8. Special terms and conditions for the Variable Electricity Tariff

**8a. Variable Electricity Tariff:** The electricity price consists of Borås Elhandel's variable costs for acquiring electricity, a fixed surcharge in öre/kWh, Borås Elhandel's fixed fee for handling and purchasing electricity certificates in öre/kWh and a fixed monthly charge. For installations with consumption calculated by the hour, Borås Elhandel's variable costs for purchasing electricity refer to the weighted average resulting from weighing Nord Pool's hourly spot price for the electricity area in which the Customer installation is located against the Customer's hourly energy consumption, with an additional fee for applicable and current charges to Svenska kraftnät and Nord Pool. For other installations, Borås Elhandel's variable costs for purchasing electricity refer to the weighted average resulting from weighing Nord Pool's hourly spot price for the electricity area in which the Customer installation is located against the energy volume acquired by Borås Elhandel for supply to installations with template-based consumption in the same electricity area, hour by hour, with an additional fee for applicable and current charges to Svenska kraftnät and Nord Pool. The current charges for Svenska kraftnät and Nord Pool can be found at [www.boraselhandel.se/rorligaavgifter](http://www.boraselhandel.se/rorligaavgifter).

**8b. Duration and termination:** The Variable Electricity Tariff Agreement applies until further notice and may be terminated by both parties with one month's notice. However, the Customer is always entitled to sign a Fixed Electricity Tariff Agreement with Borås Elhandel at the start of the next month.

## 9. Special terms and conditions for the Fixed Electricity Tariff

**9a. Fixed Electricity Tariff, lock-in period:** The price of electricity and monthly charge will remain unchanged during the agreed lock-in period.

**9b. Lock-in periods and price adjustments:** Between 60 to 90 days of the expiration of the Customer's current Agreement period, the Customer will receive information stating that the agreement is about to expire and be given the opportunity to enter a new Agreement. In the case that the Customer does not actively choose to enter a new Agreement, the supply of electricity will be transferred to a Variable Electricity Tariff Agreement according to section 8.

**9c. Termination:** In the case that the Customer gives notice of termination of the Fixed Electricity Tariff Agreement before the lock-in period has expired, Borås Elhandel is entitled to compensation. The compensation corresponds to SEK 250 per whole month for the time remaining on the agreement between the parties. The remaining agreement period is calculated in entire months, even in the case that the supply of electricity as indicated in the Agreement has not yet commenced. The compensation does not include energy tax, VAT and electrical grid fees.

**9d. Price Change Entitlement:** If the Customer has the Price Change Entitlement add-on in the Fixed Electricity Tariff Agreement, the Customer is entitled to cancel the current lock-in period on the condition that the Customer retains their Fixed Electricity Tariff Agreement with Borås Elhandel and commences a new lock-in period that is equivalent in duration to the current lock-in period, to start in the beginning of the next month. Borås Elhandel will then apply the electricity tariff and agreement terms and conditions that apply at the time to the supply of electricity. The Price Change Entitlement may only be used once per calendar year. In the case that the Price Change Entitlement is not utilised, the Customer is not entitled to compensation for paid charges. Borås Elhandel disclaims all responsibility to inform the Customer of any price reductions. The Customer undertakes themselves to stay informed of Borås Elhandel's current electricity prices by means of newsletters, website or by contacting customer services.

## 10. Special terms and conditions for Winter Hedging

**10a. Locked-in electricity price:** The price of electricity and monthly charge will remain unchanged during the agreed lock-in period for Winter Hedging.

**10b. Duration and termination:** In the case that the Customer gives notice of termination of Winter Hedging before the lock-in period has expired, Borås Elhandel is entitled to compensation in accordance with section 9c. When the lock-in period has expired, the Agreement is automatically transferred to a Variable Electricity Tariff Agreement in accordance with section 8.

**Consumer rights** - Information on consumer rights, complaints, advisory bodies or bodies for alternative dispute resolution, as well as independent energy advice, can be found on [www.boraselhandel.se/konsumentraett](http://www.boraselhandel.se/konsumentraett). The information can also be obtained from customer services.

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