

# Mälarenergi AB's electricity trading agreement terms – PRIVATE CUSTOMER

Terms valid from 9 September 2022

## Validity

This Agreement (the "Agreement") is valid from the date Mälarenergi AB, corporate registration no. 556448-9150, ("Mälarenergi"), accepts the Customer's order and until further notice. Credit checks may be carried out and result in the order not being accepted. Should the Agreement have been concluded by distance, the Act on Distance Contracts and Off-premises Contracts applies. This means that the Customer may withdraw from the Agreement within 14 days of the Customer receiving information about the right of withdrawal. The right of withdrawal is exercised by the Customer orally by contacting Mälarenergi's Customer Centre ("Customer Centre") or by using the standard form attached to the contract confirmation, and sending it to Mälarenergi. The form is also available on Mälarenergi's website and at the Swedish Consumer Agency. Mälarenergi AB is responsible for the balance of the electricity supply. The grid fee from local electricity network companies is not covered by the Agreement.

## General terms and conditions

General Terms and Conditions for electricity sales, currently EL 2012 K rev 2 apply in addition to the Agreement. The General Terms and Conditions are attached to the contract confirmation. They can also be read on Mälarenergi's website ([www.malarenergi.se](http://www.malarenergi.se)) and can be obtained through the Customer Centre. In the event of a dispute, the terms of the Agreement take precedence.

## Consumer protection

Information on consumer rights, complaint handling, dispute resolution and independent user advice can be found on [www.malarenergi.se](http://www.malarenergi.se). Upon request, this information is also available through Mälarenergi's Customer Centre. In the event of a dispute and the need for support for dispute resolution, the Customer can contact the National Board for Consumer Complaints, ARN. ARN is a government agency whose main task is to examine consumer disputes impartially, and without charge to the parties. More information can be found on ARN's website [www.arn.se](http://www.arn.se). Mailing address: ARN, Box 174, 101 23 Stockholm.

## Start of contract

If the Customer has provided information that is correct and complete to Mälarenergi, the Agreement usually starts to be valid 20 days from the date of the agreement unless otherwise agreed. If the Customer has an agreement with another electricity trading company, the Customer is responsible for possibly terminating this unless otherwise agreed. The Customer shall bear any costs related to contracts with another electricity supplier.

## Payment

Payment for the delivery must be received by Mälarenergi no later than on the due date specified in Mälarenergi's invoice. If payment is not made in a timely manner, Mälarenergi has the right, in addition to the invoice amount, to charge interest according to the Interest Act from the due date specified in the invoice and compensation for the costs associated with the delay.

## Statutory fees (superordinate to *Conditions regarding Fixed electricity price contracts*)

If during the contract period authorities decide on changes in the Electricity Certificate Act, levies and other tax rates, the price will be adjusted in accordance with the new decisions, even during a current commitment period. The changes will be announced before adjustment is made by special notice to the Customer and reported on the Customer's invoice after the change.

## Information and advice

Information and advice from Mälarenergi regarding the electricity market and the choice of contract form does not mean that the Customer leaves it to Mälarenergi to decide on the choice of electricity trading agreement. Mälarenergi accepts no responsibility for the Customer's decision.

## Commitment

If Mälarenergi neglects its obligations and the negligence constitutes a material breach of contract, the Customer as a consumer has the right to cancel the Agreement. However, before cancellation may take place, Mälarenergi shall be given the opportunity to take remedial action within a reasonable time. EL 2012 K rev 2 includes a provision on compensation if Mälarenergi should fail to fulfil its obligations to the Customer.

## Assignment

Mälarenergi has the right to assign the Agreement to another party on unchanged terms. The Customer may not assign the Agreement to another party.

## Cessation

If the Agreement expires without the Customer entering into a new electricity trading agreement, Mälarenergi's Temporary Monthly Price will apply for the continued supply of electricity.

## Terms Temporary monthly price

Temporary monthly price is based on the market situation in the electricity market. The price is set monthly in arrears. A fixed monthly fee will be added. Switching to another of Mälarenergi's products can be done at any time during the current month. If the customer does not sign a new electricity trading agreement, the Temporary Monthly Price continues without an end date. Information about the current price can be found on Mälarenergi's website ([www.malarenergi.se](http://www.malarenergi.se)) and is announced on the Customer's invoice.

## Relocation

In the case of the Customer's relocation, the Agreement will transfer to the facility to which the Customer is moving. Occupancy at a new facility must be notified to Mälarenergi's Customer Centre no later than one month before the moving-in date. The Customer must also report this to the local electricity grid company at the new location.

## Designated agreement with designated monthly price

Customers who have not signed an electricity contract at the time of moving in will be offered a fixed contract with a fixed monthly price. The price is set monthly in arrears. A fixed monthly fee will be added to the designated price. After three months the designated monthly price will change to Mälarenergi's Temporary monthly price unless another form of contract is selected. Information about the current price can be found on Mälarenergi's website ([www.malarenergi.se](http://www.malarenergi.se)) and is set out on the Customer's invoice.

## Choice of renewable energy source

The option that supplied electricity is to be produced by a special energy source constitutes an addition to the Customer's electricity trading agreement. Mälarenergi undertakes to purchase electricity for the Customer's chosen energy type corresponding to the volume of electricity the Customer consumes. In the case of fixed-term electricity price contracts, the option and agreed price apply for the same period as the fixed electricity price contract. For other forms of contract, the price of the selected energy source is a variable price that can be adjusted monthly. The current price for the selected energy source is specified on the Customer's My Pages for all forms of contract except for fixed electricity price agreements where the cost of the selected energy source is included in the total electricity trading price.

## Terms and conditions regarding fixed electricity price agreement

The fixed electricity price consists of electricity trading price, electricity certificate fee and VAT. During the agreed binding period, the electricity price and the agreed fixed annual fee remain unchanged. The agreement expires at the end of the contract term without the requirement of termination and then changes to Mälarenergi's Temporary Monthly Price unless another form of contract is selected. Information that the Agreement expires is communicated by Mälarenergi 60-90 days before the end date of the term of the agreement.

## Early termination of fixed electricity price agreement

In case of termination of the Fixed Electricity Price Agreement, one month's mutual notice period applies and must be given at least one month before the end of the contract period. Upon the Customer's termination, this must be done in writing to the Customer Centre.

In the event of early termination, Mälarenergi is entitled to compensation under the General Terms and Conditions for damage suffered by Mälarenergi if the Customer terminates the Agreement in advance. Unless Mälarenergi can demonstrate a higher amount of damages, compensation is calculated as a variable part amounting to 15 öre/kWh for the Customer's estimated consumption during the remaining commitment period and the remaining fixed monthly charges plus an administrative fee of SEK 750. VAT is not included in the compensation. Compensation is payable even when the supply of electricity under the Agreement has not commenced in the event of the Customer's early termination. The remaining part of the commitment period is calculated in whole months and the monthly consumption is then calculated as one twelfth of the annual consumption declared by the network owner. In the event of a dispute, Mälarenergi has the right to retrieve consumption data from the Customer's electricity grid company. No compensation will be charged if the termination is due solely to the Customer's definitive relocation. Relocation must be notified no later than one month before the moving date, to the Customer Centre and to the local electricity grid company.

## Terms and conditions regarding Variable hourly rate agreement

The variable electricity price is based on Nord Pool Spot's hourly rates, for the relevant electricity. The variable electricity price consists of Mälarenergi's purchase price (spot price, electricity certificate fee, related costs in connection with the purchase of electricity and, where applicable, the cost of origin marking) and mark-ups. In addition to the variable electricity price, a fixed monthly fee will be added. The variable electricity price is invoiced monthly in arrears. If the Customer is notified of changes at least two months in advance, Mälarenergi has the right to change the mark-up, fixed monthly fee and the Terms and Conditions. It is possible to bind the price to the currently valid fixed contract price during the current contract period.

#### **Termination of Variable Hourly Rate Agreement**

One month's mutual notice of termination applies to variable hourly rate contracts. Termination shall be made in writing by the Customer to the Customer Centre unless the Customer with a variable agreement signs a fixed-term agreement with Mälarenergi, in which case the Agreement expires on the starting date of the fixed-term agreement.

#### **Terms and conditions regarding Variable hourly rate agreement Trial 3 months**

With a Variable hourly rate agreement 3 months trial, the Customer pays Mälarenergi's purchase price, i.e. no mark-up and no fixed monthly fee, for the first three months. After that, the agreement automatically switches to the ordinary terms and conditions for variable price, see the above terms and conditions.

#### **Terms And Conditions Managed Electricity Fund**

Managed Electricity Fund is a product that combines variable price with fixed price. The price is a mix of the volume-weighted spot price and the result of the active management of financial positions carried out by Mälarenergi AB's Krafthandel. The price is set after the end of the month and also consists of a guarantee of origin for the selected energy source and electricity certificate. In addition to the price, there is a fixed monthly fee. The agreement runs until further notice.

#### **Termination of Managed Electricity Fund**

For Managed Electricity Fund, a three calendar months mutual notice period applies. In the event of termination, and if the Customer has not signed another electricity contract with Mälarenergi AB or another electricity trading company after the notice period has expired, the Customer receives a Temporary monthly price in accordance with the applicable terms and conditions, see Terms Temporary monthly price.

In the event of early termination of the Managed Electricity Fund, Mälarenergi is entitled to compensation under the General Terms and Conditions. Unless Mälarenergi can show higher amounts of damages, compensation is calculated with remaining fixed monthly fees and an administrative fee of SEK 750. VAT is not included in the compensation. No compensation will be charged if the termination due solely to the Customer's definitive relocation. Relocation must be notified no later than one month before the moving date, to the Customer Centre and to the local electricity grid company.

#### **Terms and conditions regarding Winter price hedging**

Variable hourly rate agreement is the basic product for Winter price hedging, see Terms and conditions regarding Variable hourly rate agreement. Winter price hedging is subscribed for during the period December to March. During the binding period, the electricity trading price including the cost of electricity certificates and the agreed monthly fee remains unchanged. In April, the price of electricity trading will change to variable electricity prices again. The condition Termination of Fixed electricity price agreement applies to the possible termination of Winter price hedging.

#### **Terms and conditions regarding Mix 50/50 electricity price agreement**

During the agreed binding period, 50% of electricity consumption is at a fixed price and the remaining 50% at a variable price. The fixed electricity price consists of electricity trading price, electricity certificate fee and VAT, the electricity trading price is agreed and fixed, remaining unchanged throughout the commitment period. The variable electricity price is based on Nord Pool Spot's hourly rates, for the current electricity area that is weighted in volume. The variable electricity trading price consists of Mälarenergi's purchase price (spot price, electricity certificate fee, related costs in connection with the purchase of electricity, where applicable also the cost of origin marking) and surcharges. In addition to the variable electricity price, a fixed monthly fee will be added. The electricity trading price will be adjusted monthly and invoiced in arrears. The agreement expires at the end of the contract term without the requirement of termination and then changes to Mälarenergi's Temporary Monthly Price. Information that the Agreement expires is communicated by Mälarenergi 60-90 days before the end date of the term of the agreement.

#### **Early termination of Mix 50/50 electricity price agreement**

The same conditions apply as in the case of termination of fixed electricity price agreements apply to termination of Mix 50/50 electricity price agreements.

## Terms Equalized Payment

Terms valid from 10 February 2022

### Validity

This Agreement (the "Agreement") is valid from the date Mälarenergi AB, corporate registration no. 556448-9150, ("Mälarenergi"), accepts the Customer's order and until further notice. Credit checks may be carried out and result in the order not being accepted. When the application has been granted, Mälarenergi will send a confirmation of the contract entered into to the Customer. Should the Agreement have been concluded by distance, the Act on Distance Contracts and Off-premises Contracts applies. This means that the Customer may withdraw from the Agreement within 14 days of the Customer receiving information about the right of withdrawal. The right of withdrawal is exercised by the Customer orally by contacting Mälarenergi's Customer Centre ("Customer Centre") or by using the standard form attached to the contract confirmation, and sending it to Mälarenergi. The form is also available on Mälarenergi's website and at the Swedish Consumer Agency.

### Terms Equalized Payment

Equalized payment is a payment service that allows the Customer to equalize their payments over the year. The equalized amount is based on the customer's registered total calculated annual cost and is an estimated cost. A fixed monthly fee will be added. In case of a change in energy use or a change in the contract, the Customer should contact Mälarenergi for a recalculation of the equalized amount.

The balance of Equalized Payment is reported on each invoice and on Mälarenergi's web service Mitt Mälarenergi. After twelve months, a reconciliation is made by Mälarenergi and a new Equalized amount is calculated taking into account the Customer's new annual cost and the existing surplus or deficit balance on the Equalized payment. Mälarenergi will inform the Customer about the new Equalized amount.

Mälarenergi reserves the right to make a recalculation before the annual reconciliation if there is a change of the Customer's subscription or the Customer's annual cost so that the monthly amount needs to be corrected earlier. This is so that the Customer does not run the risk of receiving a larger increase in his monthly amount at the time of the annual recalculation.

### Termination Equalized payment

One month's mutual notice period applies to Equalized Payment. Upon termination of Equalized Payment by either party, the Customer is notified of their total balance for Equalized Payment. If the Customer has a debt to Mälarenergi, it is due for payment in connection with the final invoice. If the Customer has a credit balance, it will be refunded upon termination of the contract, at the earliest on the first working day of the month. The terms of the agreement apply as long as the debt remains.

### Breach

Mälarenergi has the right to terminate this Agreement with immediate effect if the Customer is guilty of a material breach of contract. Upon termination of the agreement, the total debt falls due for immediate payment in accordance with the normal collection procedures and penalties for each utility as specified.

### Equalized payment and own production

Equalized payment does not work in combination with own production. If the Customer has equalized payment and starts producing electricity, equalized payment is terminated.

### Equalized payment and submetering

Equalized payment does not work if the facility in the property is linked to a collective subscription via submetering. Even if the property owner has assigned the invoicing assignment to Mälarenergi, Mälarenergi no longer has the legal possibility to offer the Equalized Payment service.

### Invoicing and payment terms

The Customer is billed one twelfth of the estimated total annual cost each month. Invoice specification with consumption values and actual cost is attached. Some other costs in addition to the previously calculated monthly amount such as reminder fees may be added. Payment for the delivery must be received by Mälarenergi no later than on the due date specified in Mälarenergi's invoice. If payment is not made in a timely manner, Mälarenergi has the right, in addition to the invoice amount, to charge interest according to the Interest Act from the due date specified in the invoice and compensation for the costs associated with the delay. Mälarenergi has the right to order that payment be settled in the following order; interest, fees and principal amounts.

### Fees and interest

In case of late or non-payment, a reminder fee will be charged. Any collection costs will be charged in accordance with applicable law. In the event of late payment or non-payment, interest on arrears will be charged at the reference rate plus eight percentage points, in accordance with Article 6 of the Interest Rate Act.

### Payment alternatives

Mälarenergi offers payment via e-invoice. Registration is made through the Customer's online bank. For Equalized Payment, Mälarenergi recommends that the Customer apply for direct debit. Direct debit means that the full amount of the invoice is automatically taken from your bank account on the due date. See special conditions for direct debits on Mälarenergi's website.

### Assignment

Mälarenergi has the right to assign this Agreement to another company within the same group. Mälarenergi also has the right to assign the claims arising under this Agreement to another party.

### Change of contract terms

Mälarenergi has the right to change the current terms and conditions under current agreements. Such changes shall be communicated to the Customer by special notice. The change will then apply from the next calendar month.

### Force majeure/liability

Mälarenergi shall not be liable for damage caused by an injunction, government action, act of war, sabotage, strike or lockout, boycott, riot or other similar circumstance.

### Change of name or address

The customer shall immediately notify Mälarenergi of a change of name and/or address or other request that may affect the relationship between the Customer and Mälarenergi.

### Customer Centre, all matters relating to the service are handled by:

Mälarenergi AB  
Box 14  
721 03 Västerås  
[post@malarenergi.se](mailto:post@malarenergi.se)  
Telephone: +46 (0)21-39 50 50

Information on consumer rights, complaint handling, dispute resolution, independent user advice and general terms and conditions is available at [malarenergi.se](http://malarenergi.se). Upon request, this information is also available through the Customer Centre.

## Processing of personal data

Terms valid from 1 November 2020

Mälarenergi AB, corporate registration No. 556448-9150, ("Mälarenergi") is, according to the General Data Protection Regulation and other applicable law, the data controller of the personal data that it processes. Full information about the Customer's rights and Mälarenergi's privacy policy is published on Mälarenergi's website, [www.malarenergi.se/om](http://www.malarenergi.se/om).

Mälarenergi collects and processes personal data in order to fulfil the legal obligation incumbent on Mälarenergi, to enable information about products and services, and to carry out marketing activities, and where necessary, to be able to conclude and fulfil the agreement with the consumer. In cases where the Customer has provided Mälarenergi with his/her e-mail address and mobile phone number, Mälarenergi may use this information to provide the Customer with information that is regulated by law, that is needed in the contractual relationship or that Mälarenergi otherwise considers to be essential for the Customer. Updating these contact details is the responsibility of the Customer himself.

Personal data collected may be processed by Mälarenergi to carry out market analyses, prepare statistics and to evaluate, develop and inform about services and products. This processing is necessary for Mälarenergi's legitimate interest to be able to develop and improve products and services and maintain good customer relations.

Mälarenergi may, in relation to the processing of personal data for specified purposes, engage subcontractors (data processors).

Personal data may also be collected from or disclosed to third parties if required by law or if Mälarenergi has a legitimate interest in disclosing the personal data to such parties, such as a group company.

In addition, personal data may be provided to or collected from credit reference agencies for the purpose of assessing the Customer's financial ability to perform the Agreement.

Personal data may be updated against public and private records to ensure its accuracy and for the performance of the contract with the Customer.

The Customer has the right to request information about the personal data processed by Mälarenergi. The Customer may also request correction of incorrect information. Furthermore, the Customer has, under certain conditions, the right to restriction of the processing of his/her personal data, the right to erasure of personal data, as well as the right to object to processing based on a balancing of interests, and the right to object to processing for direct marketing purposes.

Customers who believe that the processing of their personal data is in breach of the General Data Protection Regulation have the right to lodge a complaint with the Swedish Authority for Privacy Protection (formerly the Data Protection Authority).

### **Contact details of Data Controller Mälarenergi AB (org.nr 556448-9150)**

Customer service centre: +46 (0)21-39 50 50

Data Protection Officer: [dataskyddsbud@malarenergi.se](mailto:dataskyddsbud@malarenergi.se)