

# Mälarenergi AB's electricity supply contract terms – PRIVATE CUSTOMER

Terms and conditions valid as from 20 May 2020

## Validity

The present agreement ("the Agreement") is valid from the date on which Mälarenergi AB, company reg. no. ("Mälarenergi") approves the order from the Customer until further notice. A credit check may be performed and result in non-approval of the order. Should the Agreement have been concluded remotely, the provisions of the Swedish Distance and Off-Premises Contracts Act (*Lag om distansavtal och avtal utanför affärslokaler*) shall apply. This means that the Customer may withdraw from the Agreement within fourteen (14) days of having been informed of his right to withdraw. The right to withdraw can be exercised by the Customer orally contacting Mälarenergi's Customer Service Centre ("Customer Centre") or filling in a standard form – which is available from the Swedish Consumer Agency – and submitting it to Mälarenergi. The balance manager for the electricity delivery is Mälarenergi AB. The grid fee from the local power transmission and distribution network company is therefore not covered by the Agreement.

## General contractual terms and conditions

The general contractual terms and conditions for electricity sales, currently EL 2012 K, 2 version, apply over and above the Agreement. The terms and conditions can be downloaded from the Mälarenergi website ([www.malarenergi.se](http://www.malarenergi.se)) or supplied on request via the Customer Centre. In the event of any disputes, the terms and conditions of the Agreement shall take precedence.

## Consumer rights

Information about consumer rights, complaints processing, dispute resolution and independent consumer advice is available online at [www.malarenergi.se](http://www.malarenergi.se). This information is also available on request from the Mälarenergi Customer Centre. In the event of any disputes, or if support is required in dispute resolution, the Customer may contact the National Board for Consumer Disputes (ARN). ARN is a state authority whose principal task is to settle consumer disputes impartially and at no expense to the parties. Additional information is available to download from the ARN website, [www.arn.se](http://www.arn.se). Postal address: ARN, Box 174 101 23, Stockholm, Sweden.

## Commencement of contract

If the Customer has provided complete and accurate information to Mälarenergi, the Agreement will normally come into effect twenty (20) days from the date of contract in the absence of any agreement to the contrary. If the Customer has an agreement with another electricity supplier, the Customer is responsible for terminating this contract in the absence of any agreement to the contrary. The Customer is solely responsible for any and all costs that may apply to agreements with other electricity suppliers.

## Payment

Mälarenergi is to have received payment for the power supplied no later than the date stated as the due date on the invoice from Mälarenergi. If payment is not received on time, Mälarenergi shall be entitled, over and above the sum of the invoice, to charge interest in accordance with the terms of the Swedish Interest Act from the date stated as the due date on the invoice, as well as to request compensation for any and all costs associated with the delay.

## Statutory fees (general Terms and conditions applying to Fixed rate electricity agreements)

If, during the contractual period, an authority makes the decision to amend the Renewable Energy Certificate Act, duties and other tax rates, and/or if Mälarenergi's Renewable Energy Certificate costs are altered on account of changes to quota obligations, the price will be adjusted in accordance with the new decision, even during a current binding period. Notification of any such changes will be issued before the adjustment is introduced, through a separate message to the Customer, and changes will also be stated on the Customer's invoice following implementation.

## Information and advice

Information and advice on the part of Mälarenergi with regard to the electricity market and choice of form of agreement do not entail the Customer allowing Mälarenergi to make decisions concerning choice of supply agreement. Mälarenergi shall accept no liability for the Customer's decision.

## Undertaking

Should Mälarenergi neglect its obligations, and should said neglect result in material breach of contract, the Customer – as the consumer – shall be entitled to terminate the Agreement. However, the Customer may not terminate the Agreement without having given Mälarenergi reasonable opportunity to remedy the situation. EL 2012 K, 2015 version, regulates the compensation payable if Mälarenergi should fail to fulfil its undertakings towards the Customer.

## Transfer

Mälarenergi is entitled to transfer the Agreement to another party on identical terms and conditions. The Customer is not entitled to transfer the Agreement to any other party.

## Expiry

Should the Agreement expire without the Customer having entered into a new electricity supply contract, Mälarenergi's temporary tariff shall apply to the continued supply of electricity.

## Temporary tariff

The temporary tariff is based on prevailing conditions on the electricity market. The tariff is set monthly in arrears. A fixed monthly fee will also be charged. The Customer may switch to another of Mälarenergi's products at any time during the current month. Should the Customer fail to sign a new electricity supply contract, the temporary tariff shall remain in effect until further notice. Information about the prevailing tariff is published online under "My Pages" on the Mälarenergi website ([www.malarenergi.se](http://www.malarenergi.se)) and also appears on the Customer's invoice.

## Change of address

Should the Customer move to a different address, the Agreement shall accompany the Customer to the new residence. The Customer must inform the Mälarenergi Customer Centre of the date of occupancy of the new address no later than one month prior to occupancy. The Customer must also communicate this information to the local power transmission and distribution network company in the new area.

## Standard tariff contract

Customers who have not signed an electricity agreement on occupancy are given a standard tariff contract. The tariff is set monthly in arrears. A fixed monthly fee will be added to the standard tariff. After three months, the standard tariff will be replaced by Mälarenergi's temporary tariff unless the Customer has previously chosen a different form of agreement. Information about the prevailing tariff is published online under "My Pages" on the Mälarenergi website ([www.malarenergi.se](http://www.malarenergi.se)) and also appears on the Customer's invoice.

## Choice of renewable source of energy

A stated choice that the electricity supplied should be generated from a specific source of energy constitutes a supplement to the Customer's electricity supply contract. Mälarenergi undertakes to purchase sufficient electricity from the Customer's chosen source to cover the volume of electricity the Customer consumes. For contracts with an electricity price valid for a given period, the supplementary choice and agreed price apply for the same period as the fixed rate electricity contract. For other forms of agreement, the price for the chosen source of energy is a variable rate that can be adjusted every month. The current price for the selected source of energy is specified on the Customer's "My Pages" for all forms of agreement with the exception of fixed rate electricity contracts, where the cost of the chosen source of energy is included in the total electricity price.

## Terms and conditions for Fixed rate electricity contracts

The fixed electricity rate comprises the electricity supply price, the renewable energy certificate duty and VAT. The element that is agreed and fixed is the actual electricity supply price. The electricity supply price and the agreed fixed annual fee remain unchanged during the agreed binding period. The contract ceases to apply on the agreed expiry date without having to be specifically terminated; the Customer will then revert to Mälarenergi's Temporary Tariff unless the Customer has previously selected a different form of agreement. Mälarenergi will issue notification that the Agreement is approaching expiry 60–90 days prior to the agreed expiry date.

## Early termination of Fixed rate electricity contracts

Should the Customer wish to terminate the Agreement for whatever reason, notification of termination of the Agreement must be issued at least one month prior to the agreed expiry date. In the event of early termination, Mälarenergi shall be entitled to compensation pursuant to the General Terms and Agreement for the damage Mälarenergi suffers on account of early termination of the Agreement by the Customer. Unless Mälarenergi can demonstrate higher damages, the sum payable will be calculated as 25 per cent of the electricity price for the Customer's estimated consumption during the residual part of the binding period, with a surcharge for fixed electricity duties. However, the minimum compensation payable shall be SEK 1,500. Compensation shall also be payable even if the supply of electricity under the Agreement has not commenced when the Customer issues notification of early termination. The residual part of the binding period is calculated in whole months, where the monthly consumption is calculated as one twelfth of the annual consumption stated by the grid owner. In the event of disputes, Mälarenergi shall be entitled to collect information about consumption from the Customer's electricity grid company. No compensation shall be payable for terminations attributable exclusively to definitive change of the Customer's address.

## Terms and conditions, Managed Electricity Fund contracts

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 performed by Mälarenergi AB's Power Trading. The price is set after the end of the month. The price for the Managed Electricity Fund is supplemented, a guarantee of origin for the selected energy source and electricity certificates, which together constitute the price for the relevant electricity area that the Customer pays. In addition to the price, a fixed monthly fee is added.

The agreement is currently running with a mutual notice period of three months. In the event of termination, and if the Customer has not signed another electricity agreement with Mälarenergi AB or another electricity trading company after the expiry of the notice period, the Customer will receive Temporary monthly price according to applicable contract terms, see Terms Temporary monthly price.

## Terms and conditions, non-bound Variable rate electricity contracts

The variable electricity rate is based on Nord Pool Spot hourly prices for the electricity area in question. The variable electricity rate comprises Mälarenergi's purchase price (spot price, renewable energy certificate duty, related costs in connection with the purchase of electricity – and costs for source labelling, where appropriate) and a surcharge. A fixed monthly fee is charged in addition to the variable electricity rate. The variable electricity rate is invoiced monthly in arrears. On informing the Customer of changes at least two months in advance, Mälarenergi is entitled to change the surcharge, fixed monthly fee and Contractual Terms and Conditions. During the current contractual period, it is permitted to bind the price to the prevailing fixed contractual rate.

## Terms and conditions, bound Variable rate electricity contracts

The Agreement runs for the stated contractual period, and the electricity rate is set according to the above-mentioned terms and conditions for the variable rate, one calendar month at a time. Mälarenergi will issue notification that the Agreement is approaching expiry 60–90 days prior to the agreed expiry date. If the Customer has not signed a new agreement prior to this expiry date, the Agreement will subsequently switch to Mälarenergi's Temporary tariff.

#### Early termination, Variable rate electricity contracts, bound and non-bound

Variable rate electricity contracts, bound and non-bound, can be terminated by either party on one month's notice. Notice of termination must be issued in writing by the Customer to the Customer Centre, unless the Customer with a variable rate contract has previously signed a new contract with Mälarenergi for a fixed period, in which case the Agreement shall expire on the date on which the fixed period contract commences.

If Customers with a bound Variable electricity rate contract choose to terminate the contract early, Mälarenergi shall be entitled to compensation under the General Terms of the Agreement. Unless Mälarenergi can demonstrate higher damages, the compensation payable shall be calculated at a minimum of SEK 1,500. Compensation shall also be payable if the supply of electricity under the Agreement has not commenced when the Customer issues notification of early termination. No compensation shall be payable if termination is attributable exclusively to definitive change of the Customer's address. Notification of change of address must be issued to the Customer Centre and to the local power transmission and distribution network company no later than one month prior to the vacation date.

#### Terms and conditions, Variable rate electricity contracts, 3-month trial

For 3-month trials of Variable rate electricity contracts, the Customer pays Mälarenergi's purchase price, i.e. no surcharge and no fixed monthly fee during the first three months. The agreement subsequently reverts automatically to the standard terms and conditions for Variable rate contracts, see above.

#### Terms and conditions, Winter hedging

Variable rate electricity contracts constitute the basis for Winter hedging, see the terms and conditions for Variable rate contracts above. Winter hedging can be taken out for the period December–March. During the binding period, the electricity supply price – including the renewable energy certificate cost and the agreed monthly fee – remains unchanged. In April, the electricity supply price reverts to the Variable rate again. In the event of termination of Winter hedging, the terms and conditions for termination of Fixed rate contracts apply.

#### Terms and conditions, Mix 50/50 electricity contracts

During the agreed binding period, 50% of the electricity consumption is charged at a fixed rate, and the remaining 50% at a variable rate. The fixed electricity rate consists of the electricity supply price, the renewable energy certificate duty and VAT; the element that is agreed and bound is the electricity supply price, which remains unchanged throughout the binding period. The variable rate is based on Nord Pool Spot hourly rates for the electricity area in question, which are volume weighted. The variable electricity supply price comprises Mälarenergi's purchase price (spot price, renewable energy certificate duty, related costs in connection with the purchase of electricity – and costs for source labelling, where appropriate) and a surcharge. A fixed monthly fee is charged in addition to the variable electricity supply price. The electricity supply price is adjusted monthly and invoiced in arrears. The contract ceases to apply on the agreed expiry date without having to be specifically terminated; the Customer will then revert to Mälarenergi's Temporary tariff. Mälarenergi will issue notification that the Agreement is approaching expiry 60–90 days prior to the agreed expiry date.

#### Early termination of Mix 50/50 electricity contracts

On termination of Mix 50/50 electricity contracts, the same terms and conditions apply as for termination of fixed rate electricity contracts.

#### Right to re-sign, Fixed rate electricity contracts

The opportunity to re-sign at any point during the contractual period is included in 3- and 5-year fixed rate electricity contracts. There is no right to re-sign in any other type of contract. The right to re-sign allows the Customer to re-sign the agreement, on condition that the Customer take out a new fixed rate electricity contract with Mälarenergi. On exercising the right to re-sign, the new contractual period must be at least the same as the period agreed in the original Agreement. The new Agreement is to be taken out on Mälarenergi's prevailing prices at the time of re-signing, and with supply commencing no earlier than the start of the next month. The cost for the Customer exercising the right to re-sign only becomes payable when the Customer chooses to do so. The price for exercising the right to re-sign depends on the Customer's annual electricity consumption measured in kWh.

Prices are based on the contractual period signed for in this Agreement:

kWh/year:	0–5999	6000–14999	15000–29999	30000–49999	50000–70000
Price, 3 years:	SEK 400	SEK 1,000	SEK 2,000	SEK 3,500	SEK 6,000
Price, 5 years:	SEK 750	SEK 2,500	SEK 5,000	SEK 7,500	SEK 15,000

# Contractual terms and conditions, Equal payment

Terms and conditions valid as from 01/07/2018

## General information about Equal payment

This service is a payment service that allows Mälarenergi's customers to distribute their payments evenly across the year.

## The Parties

Service provider: Mälarenergi AB ("Mälarenergi"). Customer: The applicant for Mälarenergi's Equal payment service. Hereinafter, Mälarenergi's service is referred to as "Equal payment".

## Application for Equal payment

This service is granted on application and subsequent to a standard credit check. Once the application has been approved, Mälarenergi issues a confirmation of the agreement concluded to the customer. The customer is entitled to terminate the agreement at any time once the debt has been settled.

## How the service works

Mälarenergi recommends a monthly fee intended to distribute the customer's annual expenses evenly across the year. The equalised sum is based on the customer's registered total calculated annual expenses, and it is an estimated cost. In the event of altered energy consumption or change in the form of contract, the Customer is to contact Mälarenergi for recalculation of the equalised sum. The balance for equal payment is stated on each invoice and in the "My Pages" section of the Mälarenergi website. After twelve (12) months, Mälarenergi balances the account and a new equalised sum is calculated, taking into account the customer's new annual expense and the existing positive/negative balance on the Equal payment account. Mälarenergi will inform the customer of the new equalised sum.

## Equal payment and own production

Equal payment cannot be applied in combination with own production. If the customer has an Equal payment agreement and begins to generate his own electricity, the Equal payment agreement will be terminated.

## Invoicing and terms of payment

The customer is invoiced one twelfth of the calculated total annual cost every month. An invoice specification showing the consumption value and the actual cost is enclosed. Certain other costs in addition to the previously calculated monthly charge – reminder fees, for example – may be added. The invoice states the due date on which the payment must have been registered on Mälarenergi's account. Mälarenergi is entitled to decide that payment is to be settled in the following order: interest, charges and principal.

## Payment options

Mälarenergi offers payment via e-invoices. Customers can subscribe to this option via their online banking service. Customers may also apply for a direct debit solution. Direct debit entails the invoice sum being withdrawn automatically from the customer's account precisely on the due date. See the special terms and conditions for direct debit.

## Charges and interest

A fixed monthly fee will also be charged. A reminder fee will be charged in the event of late or non-payment. Any debt collection costs will be charged pursuant to the applicable legislation. In the event of late or non-payment, penalty interest will be charged at reference interest rate plus eight percentage points, pursuant to Section 6 of the Swedish Interest Act.

## Breach of contract

Mälarenergi is entitled to terminate the present agreement with immediate effect in the event that the customer has committed material breach of contract. On termination of the agreement, the residual amount owing shall fall due for immediate payment, in accordance with standard debt-collection routines and sanctions for respective utility.

## Change of name or address

The customer must inform Mälarenergi without delay in the event of change of name and/or address, and of any other circumstance that may influence the relationship between the customer and Mälarenergi.

## Conveyance

Mälarenergi is entitled to convey any claims under the present agreement to another party.

## Validity

The Equal payment agreement shall run until further notice. The customer may terminate the agreement with immediate effect at any time during the contractual period. Any and all amounts owing must be settled before the service can be terminated. The terms of the agreement shall apply for as long as there remain amounts owing.

## On termination

On termination of Equal payment by either party, the customer will be notified of his total balance for Equal payment. In the event of an account outstanding in favour of Mälarenergi, payment must be made in full within ten (10) days. In the event of an account outstanding in favour of the customer, payment will be made on termination of the agreement.

## Changes to terms of the agreement

Mälarenergi is entitled to change the applicable terms of the agreement while the agreement is still in effect. Mälarenergi is also entitled to transfer the present agreement to any other company within the same group. The customer shall be notified of any such changes through a separate letter, for example, or on an invoice. Any such changes shall come into effect as from the start of the next calendar month.

## Force majeure/liability

Mälarenergi cannot be held liable for damage attributable to legal enactments, decisions from the authorities, acts of war, sabotage, strikes or lockouts, boycotts, riots or similar circumstances.

## Customer centre; all enquiries concerning the service will be dealt with by:

Mälarenergi AB  
Box 14  
724 03 Västerås, Sweden  
[post@malarenergi.se](mailto:post@malarenergi.se)  
Tel. +46 21 39 50 50

Information about consumer rights, complaints processing, dispute resolution, independent consumer advice and general terms and conditions of agreements is published online at [malarenergi.se](http://malarenergi.se). This information is also available on request from the Customer Centre.

## **Processing personal data**

**Terms and conditions valid as from 01/07/2018**

Pursuant to the General Data Protection Regulation (GDPR) and other applicable legislation, Mälarenergi AB, Company Reg. No. 556448-9150, ("Mälarenergi") is the Data Controller for the personal data processed by this entity. Complete information about the Consumer's rights and Mälarenergi's guidelines for privacy are published on the Mälarenergi website, [www.malarenergi.se/om-webbplatsen](http://www.malarenergi.se/om-webbplatsen).

Mälarenergi collects and processes personal data to ensure fulfilment of the statutory obligation that is incumbent on Mälarenergi, to allow the provision of information about products and services, to facilitate the performance of marketing activities, and, where necessary, to enter into and execute the agreement with the Consumer. In cases where the Consumer has personally supplied information about email address and mobile phone number to Mälarenergi, this entails the Consumer simultaneously consenting to Mälarenergi using this information during the customer relationship to make available to the Consumer such information as is regulated in the constitution, or which Mälarenergi otherwise considers to be significant to the Consumer.

Mälarenergi may also process personal data collected in order to perform market analyses, to prepare statistics and to evaluate, develop and provide information about products and services. This processing is necessary to Mälarenergi's legitimate interest in being able to develop and improve products and services, and to maintain good customer contact.

With regard to the processing of personal data for given purposes, Mälarenergi may commission subcontractors (Data Processors).

Personal data may also be collected from or supplied to third parties if such derives from the constitution, or if Mälarenergi has a legitimate interest in supplying personal data to such parties – another Group company, for example.

Otherwise, personal data may be supplied to or collected from credit information companies for assessment of the Consumer's financial conditions for fulfilling the agreement.

Personal data may be compared to and updated against public and private registers to ensure they are correct, and to allow fulfilment of the agreement with the Consumer.

The Consumer has the right to request information about the personal data that Mälarenergi is processing. The Consumer may also request rectification of inaccurate information. Under certain conditions, the Consumer also has the right to restrict processing of his/her personal data, the right to have personal data deleted, as well as the right to object to processing based on balancing of interests, and the right to object to processing for the purposes of direct marketing.

Consumers who consider that the processing of personal data in this regard is in violation of the General Data Protection Regulation are entitled to submit complaints to the Swedish Privacy Protection Authority (formerly the Swedish Data Protection Authority).

**Contact details for the Data Controller, Mälarenergi AB (Company Reg. No. 556448-9150)**

Customer Centre: +46 21 39 50 50

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