



Special terms and conditions for companies

These terms apply to the electricity sales agreement between your company and Lumo Energia Plc. These terms and conditions shall also apply to all subsequent agreements as commercial practices between the parties, unless otherwise agreed in writing.

These special terms and conditions are supplemented by the recommended [Terms of Electricity Sales](#) by Finnish energy (TES 2014).

Electricity supply



We promise to deliver the ordered electricity product to the agreed place of use at the agreed date.

This requires that we have received the necessary information from you no later than five days before the agreed delivery date.

- Please note that if the electricity market legislation requires changes in measurement methods, you must agree with your local network operator to implement these changes for the place of use and give us information about the place of use no later than five days before the delivery date.
- The prerequisite for starting the electricity supply is that the place of use does not already have an active electricity agreement with another electricity supplier. However, we will take care of all practical arrangements for changing electricity supplier. This contract serves as a power of attorney that you have given us to carry out the exchange on your behalf.



We promise that our electricity supply will be as agreed throughout the contract.

We are therefore liable for any immediate damage caused to you by a delay, interruption or cessation of the power supply if the power supply is delayed, interrupted or terminated for any reason on our part in violation of this contract. However, related to our electricity supply, the upper limit for our liability is always 100,000 euros per calendar year.

- If the electricity supply to the place of use has been delayed or interrupted for at least five days for a reason on our part, you have the right to terminate the contract for that place of use.

Determining the energy consumption



The amounts of electricity supplied to you are determined with the help of measurement data provided by the local electricity network company and other metering managers.

If, for any reason, we do not receive this measurement data, we have the right to estimate your consumption using your previous consumption data and other data to help us.

- You must ensure that the electricity meters at the place of use, as well as its data transmission connections, are fully functional in accordance with the electricity market legislation during the contract period. Otherwise, we may need to exclude such a place of use from the scope of the contract, which means that the contract is terminated regarding that place of use.

Payment and pricing



We bill you every month in arrears.

The invoice is due 7 days from the invoice date. If you have any comments regarding our invoice, they must be submitted to us within seven days of the invoice date. Otherwise, we have the right to trust that the invoice is correct, contractual and undisputed in all respects.

➤ If we have not received full payment from you before the invoice due date, we can take debt collection measures for which you are responsible. Also note that your negligence can lead to an interruption in the power supply.



Please note that the pricing of our electricity product is based on the estimated amount of electricity consumption that you have provided us.

➤ If it turns out that your actual electricity consumption differs significantly from the estimated use, i.e. with at least 5%, we cannot guarantee our offered price and therefore have the right to terminate the contract with two (2) weeks' notice, even if it is valid for a fixed-term.

Our pricing is also based on your credit rating at the conclusion of the contract.

➤ We monitor this classification while the contract continues, and if we deem it necessary, we have the right to require you to provide a guarantee/prepayment or to replenish a previously established equivalent that is proportionate to our view of our increased credit risk. If you are unable to complete the requested security arrangement, we have the right to terminate the contract with two (2) weeks' notice, even if it is valid for a fixed-term.

Validity of the contract

If we have a fixed-term contract, it automatically continues as an on-going contract after the fixed-term contract expires, unless one of us notifies of the termination no later than two (2) weeks before the end of the contract period.

We both have the right to terminate an on-going agreement with 90 days' notice.

General

None of us is liable for indirect damages unless we have acted intentionally or with gross negligence.

We respect the privacy of your representatives and treat all personal information in accordance with our [Privacy policy](#).

If, contrary to our understanding, a dispute arises in connection with this agreement, which we cannot resolve with each other, the dispute will be finally settled in arbitration in accordance with the arbitration rules of the Central Chamber of Commerce. The arbitral tribunal shall consist of one member. The arbitral tribunal is in Helsinki and its language is Finnish. The law applicable to the contract is Finnish law.

Translation

In the event of any inconsistency between the Finnish language version and this translated English version, the Finnish version will at all times prevail and take precedence.