

# FORTUM MARKETS AB:S SPECIAL TERMS AND CONDITIONS FOR CONSUMERS

Applicable to agreements signed on or after August 26th 2016

## 1. Agreement with a Fixed Electricity Price

The agreement involves a Fixed Electricity Price pursuant to the specified terms and conditions, term and relevant electricity area.

In the absence of notice of termination by either party prior to the expiry of the term, the agreement will be renewed for a period of 12 months subject to the Fixed Electricity Price terms and conditions as applicable at the time in question.

## 2. Agreement with a Fixed Electricity Price – 3 months

The agreement is valid until further notice, and implies that electricity prices are set for a calendar month at a time. The agreement may be terminated by either party with a notice period of two months from the date of termination. If the customer terminates the contract during the period Fortum Markets AB under the contract have the right to charge the redemption fee, the redemption fee is calculated in accordance with paragraph 9.

The customer's energy price is based on the price at which Fortum Markets AB can hedge the electricity supply during the relevant calendar quarter (Quarterly Price) and subject to a supplement for the agreed surcharge. The Quarterly Price for the price area is set on the penultimate trading day prior to each quarter and consists of the price in respect of the futures contract for electricity and any electricity certificate as well as fees to Svenska Kraftnät for the forthcoming quarter.

The Quarterly Price is published on Fortum Markets AB:s website in conjunction with the start of each new calendar quarter.

## 3. Terms for the switching guarantee (Sw. *bytesgaranti*)

The switching guarantee entitles the customer to terminate the electricity price agreement and concurrently therewith to enter into another electricity price agreement with Fortum Markets AB.

The new electricity price agreement must have at least the same term as the agreement that was terminated and be entered into at the current standard prices. An administration fee of SEK 150 is charged when the switching guarantee is utilized. The switching guarantee only applies to power supply points with a maximum consumption of 50,000 kWh/year.

## 4. Agreement with a variable electricity price and variable clean electricity price

The agreement applies until further notice and entails that the electricity price is determined for one calendar month at a time. The agreement may be terminated by either party subject to two months' notice calculated from the termination date.

The price used for pricing purposes is Fortum Markets AB:s purchase price for electricity during the current calendar month in the relevant electricity price area. For hourly-metered power supply points, Fortum Markets AB:s purchase price is a weighted average of single hour prices and actual measured consumption.

The customer's price consists of Fortum Markets AB:s purchase price subject to a supplement for the agreed surcharge and the electricity supplier's electricity certificate fee. "Variable Clean Electricity Price Apartment" only applies to power supply points with an annual use of less than 8 000 kWh. Fortum Markets AB reserves the right to invoice "Variable Clean Electricity Price House" for power supply points with an annual use exceeding 8 000 kWh.

## 5. Agreement with a variable clean electricity price EuroBonus

The agreement is subject to a fixed subscription period of 12 months following start of delivery and applies thereafter until further notice and may be terminated by either party subject to two months' notice calculated from the termination date.

The agreement entails that the electricity price is determined for one calendar month at a time. The price used for pricing purposes is Fortum Markets AB:s purchase price for electricity during the current calendar month in the relevant electricity price area. For hourly-metered power supply points, Fortum Markets AB:s purchase price is a weighted average of single hour prices and actual measured consumption.

The customer's price consists of Fortum Markets AB:s purchase price subject to a supplement for the agreed surcharge and the electricity supplier's electricity certificate fee.

Fortum Markets AB is not responsible for any changes to the SAS EuroBonus programme.

In the event that Fortum Markets AB is unable to offer variable clean electricity price EuroBonus, Fortum Markets AB has the right to change to another variable price contract for the customer during the contract period. Information about such a change will be provided to the customer no later than two months before the change becomes effective.

## 6. Agreement with Djurgården Power (Sw. *Djurgårdskraft*)

The agreement runs for 12 months and means that electricity prices are set for a calendar month at a time. The price used for pricing consists of Fortum Markets AB:s purchase price for electricity during the current calendar month and in the current electricity area. For hourly measured delivery sites the purchase price is an average of hourly rates and their actual hourly usage.

Customer price consists of Fortum Markets AB:s purchase price plus agreed mark-up and the supplier certificate fee. If no party terminates the contract before the contract period the contract is extended to the then prevailing conditions of Djurgården Power. In the event that Fortum Markets AB is no longer able to offer Djurgården Power reserves the Fortum Markets AB the right under the contract to change the customer's agreement to another variable-price contract.

Information about such a change should be the customer no later than two months before the change takes effect.

## 7. Agreement with a variable electricity price for 1 year

The agreement is valid for 12 months and involves setting the electricity price for one calendar month at a time. The price used for pricing purposes is Fortum Markets AB:s purchase price for electricity during the current calendar month in the relevant electricity price area.

For hourly-metered power supply points, Fortum Markets AB:s purchase price is a weighted average of single hour prices and actual measured consumption. The customer's price consists of Fortum Markets AB:s purchase price subject to a supplement for the agreed surcharge and the electricity supplier's electricity certificate fee.

In the absence of notice of termination by either party prior to the expiry of the term, the agreement is thereafter extended subject to the terms and conditions governing Variable Electricity Prices as applicable at the time in question.

## 8. Agreement with a winter-proof electricity price

The agreement is valid during the specified term and involves a Fixed Electricity Price in accordance with the stated price in the current electricity price area for the period from November until March and a variable electricity price for the remaining part of the year. The variable price is set for one calendar month at a time and consists of Fortum Markets AB:s purchase price for electricity during the current calendar month and in the relevant electricity price area.

For hourly-metered power supply points, Fortum Markets AB:s purchase price is a weighted average of single hour prices and actual measured consumption. The customer's price consists of Fortum Markets AB:s purchase price subject to a supplement for the agreed surcharge and the electricity supplier's electricity certificate fee.

In the absence of notice of termination by either party prior to the expiry of the term, the agreement will be renewed for 12 months subject to the terms for the winter-proof electricity price as applicable at the time in question.

## 9. Fortum Simple (Sw. *Fortum Enkel*)

The agreement applies until further notice and entails that the electricity price is determined by Fortum Markets AB. The agreement may be terminated by either party without prior notice thereof.

## 10. Premature termination of the agreement

In the event the customer fails to comply with the terms of the agreement up to the end of the term thereof, Fortum Markets AB shall be entitled to charge a release fee of 12 öre/kWh (not subject to VAT) on the remaining estimated agreement volume and an administration fee of SEK 400.

If the customer does not fulfil the agreement to the contract period, or terminates the contract during the period Fortum Markets AB under the contract have the right to charge the redemption fee, Fortum Markets AB is entitled to charge a redemption fee consisting of a variable part amounting to 12 öre/kWh (not subject to VAT) on the remaining estimated contract volume and partly an administrative fee of 400 SEK.

## 11. Choice of energy source or power station

An agreement for the supply of electricity from a specific energy source or designated power station is valid until further notice and may be terminated by

either party subject to two months' notice. Good Environmental Choice (Sw. *Bra Miljöval*) electricity is supplied in accordance with the criteria prescribed by the Swedish Society for Nature Conservation. In the event of an unexpected drop in production, Fortum Markets AB reserves the right to replace the supply from a designated power station with a supply from another power station that has the same energy source.

## 12. Credit assessment

Fortum Markets AB is entitled to perform a normal credit assessment when the agreement is signed. If the customer has a poor credit rating, Fortum Markets AB reserves the right to require the customer to provide acceptable security or make advance payments for future sales.

## 13. Assignment of the agreement

The agreement may not be assigned to any third party customer without the consent of Fortum Markets AB. Fortum Markets AB is entitled to assign the agreement to another company within the Fortum Group.

## 14. Start of supply

The agreement is binding from and including the date on which it is signed. Oral agreements shall be binding following the expiration of the statutory right of withdrawal period. The indicated start date for supply may be postponed if a problem arises during the transfer of the electricity supply.

## 15. Changes to terms and conditions

In relation to agreements with a variable electricity price, Fortum Markets AB shall be entitled to change the surcharge and the terms and conditions governing the agreement.

The electricity price shall be subject to the addition of applicable statutory taxes, fees and other charges as applicable from time to time. In the event that any statutory taxes, fees and other charges, including quota obligations for electricity certificates are changed, Fortum Markets AB shall be entitled during the relevant fixed subscription period to amend the electricity price to a corresponding extent without prior notification thereof. Reporting of such changes occurs on subsequent invoices.

In other respects, Fortum Markets AB is entitled to amend these special terms and conditions.