

TERMS AND CONDITIONS OF FORTUM VIISAS PRODUCT AGREEMENT

1 APRIL 2023

1. CONCLUDING THE PRODUCT AGREEMENT

- 1.1 In addition to these terms and conditions and prices, the current general terms and conditions for district heating apply to this product agreement.
- 1.2 This product agreement is part of a set of agreement documents which are listed below. In the event of any conflict between the content of the documents, the documents shall be applied and interpreted in the following order:
 - 1) Product agreement (confirmation of product agreement and these terms and conditions)
 - 2) Connection agreement (district heating contract)
 - 3) Price lists
 - 4) General terms and conditions for district heating contracts
- 1.3 In addition, the commencement and continuation of the sale of heat requires that the customer has fulfilled the obligations under the connection agreement and that the customer's delivery point meets the relevant technical requirements.
- 1.4 Application of the product agreement starts from the beginning of the month following the order. In the case of the first product for a new connection, it may be agreed that the application of the product agreement begins on the date when the supply of heat begins.
- 1.5 An order confirmation for the product agreement will be sent to the customer by e-mail. The agreement will enter into effect if the customer does not cancel it within two weeks from the date of sending by notifying the heat supplier of the cancellation.

2. PRODUCT AGREEMENT-SPECIFIC TERMS AND CONDITIONS

- 2.1 This product is a basic district heating product for corporate customers.
- 2.2 Product prices are valid until further notice and revised four times a year, if necessary, on 1 January, 1 April, 1 July and 1 October. Price changes shall be announced at least one month in advance.
- 2.3 Notification of changes in prices or the terms and conditions will be sent to the e-mail address of the customer's primary contact person. If an e-mail address has not been provided or an electronic notification is otherwise impossible, the information will be sent to the postal address of the invoice recipient.
- 2.4 The product's power fee is revised automatically once a month and is based on the measured heating power used by the customer (peak load) and the power reserved for the customer (reserved power). Peak load means the highest average heating power for three consecutive hours in the last 36 months. Reserved power is the difference between the power reserved for the customer's use under the agreement and the peak load.
- 2.5 If the property undergoes a renovation that improves its energy efficiency or a system that optimises energy consumption is installed and the customer notifies Fortum thereof, the peak load may be reviewed and updated. The review will be carried out on the basis of the entire winter following the renovation. The peak load shall be updated to the highest average heating power for three consecutive hours during the winter period under review.
- 2.6 The customer's contracted heating power must cover the property's demand for heating power at the temperature of -26 degrees Celsius. The agreed power is therefore higher than the peak load unless the peak load was reached at the same temperature.

- 2.7 If a customer's property has a system in place to physically limit the use of heating power, the agreed power may be lower than it would be in accordance with section 2.6.
- 2.8 If necessary, the contracted power for the property will be revised upwards if the peak load exceeds the agreed amount of power. The review will be carried out once a year in April for the previous heating season from 1 October to 31 March, and the new contracted power for the customer will take effect from 1 May.
- 2.9 If, in the future, the contracted power exceeds the originally agreed power which the payment of the connection fee was based on or the contracted power is revised upwards as of 1 April 2023, an additional connection fee will be charged in accordance with the current general terms and conditions for district heating.
- 2.10 If the peak load exceeds the contracted heating power during the review period for contracted heating power, the peak-load fee will be invoiced in accordance with the actual measured three-hour average power consumption. In this case, the reserve power is zero until its level is checked as part of the review of contracted heating power.
- 2.11 For new properties, the invoicing for reserve power starts with the default contracted power being set to 80% of the calculated heating power for the connection. If the peak load exceeds this agreed amount of heating power, the procedure in paragraphs 2.9 and 2.10 shall be followed.
- 2.12 At the customer's request, the contracted heating power for the property can be revised downwards when at least five years have passed since the property was connected and the heating conditions and consumption of the property have been such that it is possible to reliably estimate the property's need for heating power.
- 2.13 The price of heating energy is determined by calendar month, which means that the price of energy varies month by month.
- 2.14 Product prices are determined in accordance with the price list in effect at the time. Energy and power fees are invoiced monthly.

3. TRANSFER OF THE PRODUCT AGREEMENT

- 3.1 The customer cannot transfer the product agreement to a third party.
- 3.2 The heat supplier may transfer the product agreement to another heat supplier. The terms of the product agreement cannot be changed upon transfer. The new heat supplier must notify the customer of the transfer in connection with the first invoice, at the latest.
- 3.3 The product agreement cannot be transferred from one delivery point to another.

4. MODIFICATION OR TERMINATION OF THE PRODUCT AGREEMENT

- 4.1 The product agreement is valid until further notice.
- 4.2 The heat supplier has the right to change the product terms and terminate this product agreement and change the customer's product to an alternative one. In this case, the supplier shall notify the customer at least two months before the change date.
- 4.3 Upon termination of the connection agreement, the product agreements relating to the place of use under the connection agreement shall also terminate.
- 4.4 In other respects, the general terms and conditions for district heating shall apply to the termination of the agreement.