

## NÄT 2012 H

### **GENERAL CONDITIONS FOR THE CONNECTION OF HIGH VOLTAGE ELECTRICAL INSTALLATIONS TO ELECTRICITY NETWORKS AND THE TRANSMISSION OF ELECTRICITY TO AND FROM SUCH INSTALLATIONS**

These general conditions have been prepared by Svensk Energi and serve as a complement to the individual contracts on connection and transmission that the parties are to enter into in writing.

#### 1. Introductory provisions

- 1.1 These general conditions relate to the connection of high voltage electrical installations and the transmission of electricity to or from such installations and shall be applied when the parties agree to do so in writing. Deviations from these general conditions only apply if they have been agreed in writing.

In the event that there are any conditions that conflict with each other in this written contract and NÄT 2012 H, this contract shall apply.

- 1.2 In these general conditions:

- *nominated electricity trading undertaking* means the electricity trading undertaking that sells electricity to a customer who does not personally select electricity trading undertaking. The nominated electricity trading undertaking is appointed by the electricity network undertaking.

- *balance controller* means a party who, through an agreement with the system management authority, has undertaken the financial responsibility for input into the electricity system of as much electricity as is taken out at the customer's outtake point.

- *electricity trading undertaking (electricity supplier under the Electricity Act (1997:857))* means the undertaking from which a customer buys their electricity.

- *electricity network undertaking (network concessionaire under the Electricity Act)* means the undertaking that pursuant to a network concession connects and transmits electricity for the customer.

- *network concession* means a licence to run, use and maintain electrical cables in the area where the customer's installation is located.

- *system management authority* means the authority, Affärsverket svenska kraftnät (hereafter Svenska Kraftnät), which has the overall responsibility to ensure that the generation and consumption of electricity in Sweden is in balance.

- *outtake point* under the Electricity Act means the point at which a customer, who has a contract with an electricity network undertaking, takes out electricity for consumption.

- 1.3 The electricity network undertaking is, under the Personal Data Act (1998:204), the controller for the personal data processed in accordance with this clause.

Personal data provided to the electricity network undertaking will be processed to enable it to perform contracts entered into or obligations applicable according to statute or other enactment.

Furthermore, personal data may be used for market analyses, statistics and to evaluate and provide information about services and products. Personal data may also be processed for marketing purposes by

3 April 2012

## **NÄT 2012 H**

both the electricity network undertaking and group undertakings together with the collaborating partners of such undertakings.

A customer who does not wish to have personal data processed for marketing purposes may notify the electricity network undertaking at any time to prevent such processing.

Personal data can be disclosed to and collected from subsidiaries and other companies within the group and collaborating partners for the purposes specified above. Information may also be obtained from public and private records in order to update personal data.

The customer is entitled, upon request, to obtain information free of charge once per year regarding the data that has been registered concerning them and the purposes for which this information has been processed. The customer can also request rectification of erroneous data concerning the customer.

A request for such information or for rectification shall be signed by the customer in person and addressed to the electricity network undertaking.

## **2. Connection of electrical installations**

### Connection and transmission

- 2.1 The electricity network undertaking shall provide a connection to the electrical network for a 3-phase alternating current of normally 50 Hz and at the nominal line voltage specified in the contract. The electricity network undertaking shall endeavour to maintain the voltage variations and the proportion of harmonics within limits in compliance with good engineering practice.

### Impediments to the performance of the contract

- 2.2 A party is not liable to perform the contract if performance has been substantially impeded as a consequence of impediments over which they have no control. Impediments are deemed to include war, public authority decisions, substantial operational disruptions, disruptions to public transport services or other circumstances not caused by a party that have a substantial impact on the performance of the contract and which a party could not have anticipated and whose adverse effects a party could not reasonably have overcome.
- 2.3 According to the Electricity Act, the electricity network undertaking may be liable to discontinue or limit the transmission of electricity to the customer's outtake point if the system management authority requests that the outtake of electricity in the area should be limited or discontinued.
- 2.4 The electricity network undertaking is entitled to discontinue the transmission of electricity in order to take any measures justified for electricity safety reasons or for maintaining good operational and supply security. The discontinuation may not, in any event, last for any longer than required by the measure.
- 2.5 If the electricity network undertaking is able to anticipate the discontinuation or limitation of transmission, the customer shall be notified in good time and in an appropriate manner.
- 2.6 Any discontinuation shall be made as short as possible and as far as practical shall be scheduled for such times when the least total inconvenience will arise for the customers affected.
- 2.7 When it is necessary to discontinue or limit customers' outtake of electricity under Clauses 2.2 or 2.4, the electricity network undertaking shall share the available transmission capacity between its customers as fairly as possible.

When it is necessary to discontinue or limit the outtake of electricity under Clause 2.3, this shall be implemented prioritising electricity users that are vital to society.

3 April 2012

## NÄT 2012 H

The customer is liable to limit their outtake or their infeed in accordance with the electricity network undertaking's instructions.

### Compensation for damage/injury, etc.

- 2.8 The Electricity Act contains provisions on strict liability for damage/injury caused by the effects of electricity.
- 2.9 In those cases where the provisions on strict liability contained in the Electricity Act do not apply, the customer is only entitled to compensation from the electricity network undertaking for discontinuation, restriction or other disruption to transmission if this has been caused by carelessness or neglect on the part of the electricity network undertaking.

The right to compensation covers neither pure financial loss nor consequential loss in connection with personal injury or property damage.

- 2.10 If a customer complains that a change of electricity trading undertaking has not been implemented in the proper manner or at the proper time, the electricity network undertaking is responsible for the matter being investigated, following consultation with the notifying electricity trading undertaking. The electricity network undertaking shall also notify the customer of the cause of the error. Unless there are special reasons, notice shall be given to the customer within one month from when the customer contacted the electricity network undertaking.
- 2.11 If the electricity network undertaking has not performed its obligations under Clause 8.2 or has not reported the meter values collected in the event of a change of electricity trading undertaking or in the event of an electricity supply commencing under Clause 4.6, the customer is entitled to compensation for the damage/injury that thereby arises.

If a customer shows that it is probable that they have been adversely affected by damage/injury, but that the amount of the damage/injury does not amount to SEK 1 000 per outtake point and loss occurrence, the customer shall nonetheless receive compensation of SEK 1 000. In order for compensation of a higher amount to be paid, the customer must substantiate the damage/injury and its extent.

- 2.12 The party suffering the loss shall implement reasonable measures in order to limit their loss. If the party suffering the loss fails to do so, the compensation may be reduced to a corresponding extent.

### Compensation for discontinuation

- 2.13 If transmission of electricity is discontinued completely for a consecutive period of at least 12 hours, the customer is entitled to compensation for discontinuation, unless any of the following situations apply:

1. The discontinuation is due to the customer's neglect.
2. Transmission has been discontinued under Clause 2.4.
3. The electricity network undertaking can prove that the discontinuation resulted from an impediment outside the control of the electricity network undertaking involved, which it could not reasonably have been expected to anticipate and whose consequences it could reasonably neither have avoided nor overcome.
4. The discontinuation is referable to a fault in a cable network where the cables have a voltage of 220 kilovolts or more.

- 2.14 The electricity network undertaking to whose network the customer's installation is connected shall pay the customer compensation for discontinuation according to the more detailed provisions prescribed below.

3 April 2012

## **NÄT 2012 H**

2.15 When the compensation for discontinuation is calculated, a period during which the transmission of electricity was discontinued (discontinuation period) shall be deemed to be concluded from the point in time at which the discontinuation ceased, provided the transmission has thereafter functioned without interruption for the immediately following two hours.

For a discontinuation period of at least twelve hours and at most twenty-four hours, compensation for discontinuation shall be paid at 12.5 per cent of the customer's estimated annual network cost, though at least 2 per cent of the price base amount under the Social Insurance Code (2010:110) rounded up to the nearest hundred kronor.

If the discontinuation period is longer than twenty-four hours, further compensation shall be paid for each twenty-four hour period started thereafter at 25 per cent of the customer's estimated annual network cost, though at least a further 2 per cent of the price base amount rounded up to the nearest hundred kronor.

Compensation for discontinuation shall not exceed 300 per cent of the customer's estimated annual network cost for a discontinuation period.

2.16 Compensation for discontinuation may be adjusted to a reasonable amount

- if the compensation for discontinuation is unreasonably onerous considering the financial circumstances of the electricity network undertaking or of the concessionaire for another network who, owing to the discontinuation, is liable to pay compensation in relation to the electricity network undertaking under the Electricity Act, or

- if the work to recommence the transmission of electricity has had to be delayed in order not to expose workers to significant risks.

2.17 The electricity network undertaking shall pay compensation for discontinuation without unreasonable delay and never later than six months from the end of the month when the electricity network undertaking became aware or ought to have been aware of the discontinuation.

If the payment is not made in due time, interest for compensation that has not been paid shall be paid under Section 6 of the Interest Act (1975:635).

2.18 If the customer has not received compensation for discontinuation, the customer shall notify the electricity network undertaking of a claim for compensation for discontinuation within two years from when the discontinuation ceased. If the customer does not notify the electricity network undertaking, the right to compensation for discontinuation in question shall lapse.

2.19 Compensation for discontinuation shall be deducted from any damages paid owing to the same electrical discontinuation.

### Information

2.20 The electricity network undertaking shall provide information to the customer about the supply security in the electricity network and about the right to compensation for discontinuation and damages.

## **3. Installations**

### General rules

3.1 Each of the parties shall maintain its installations in good condition and in accordance with the applicable statute, and should also ensure that their design and operation does not cause any disruption or damage to the other party's installations or to equipment connected to their network.

3 April 2012

## **NÄT 2012 H**

If a disruption in transmission should arise owing to a fault in the installations, for which a party has operational responsibility, such a party shall rapidly eliminate the cause of the disruption. Such a party shall immediately notify the other party when the fault is discovered and when it has been rectified.

- 3.2 At the connection point referred to in the contract, a party shall, in accordance with a separate agreement, permit the use of space and facilities for the equipment necessary for the connection and for the service of installations that are necessary for the connection.

The party who owns the installation in which the transmission is metered is liable without cost to permit the use of space and facilities for its metering equipment referred to in Clause 3.8 and lay/run the cables necessary for this.

- 3.3 The parties are entitled, at their own expense and provided the space is available, first to set up metering equipment other than the equipment referred to in Clause 3.8, second to implement the other measures that may be deemed necessary for checking the quantity of electricity transmitted.
- 3.4 A party who has a component of an installation located with another party is personally responsible for any damage that is caused to such component, provided the damage was not caused by the other party's negligence.
- 3.5 Each party shall notify the other party as soon as possible of their plans regarding any technical aspects that may be of importance for the development and operation of the electrical installations.

### The electricity network undertaking's installations

- 3.6 The electricity network undertaking shall lay the necessary cables to a connection point selected by the electricity network undertaking for a single fixed price. The electricity network undertaking owns the cables and shall determine their position following consultation with the customer. If a customer wishes to have another connection point, another location or increased capacity, the electricity network undertaking shall arrange such measures in return for special payment of any additional costs that thereby arise.
- 3.7 The electricity network undertaking's cables are intended for electrical connections and the transmission of electricity and may not be used for any other purpose without the written permission of the electricity network undertaking.
- 3.8 The electricity network undertaking is entitled to install and keep a meter within the connected property together with any other equipment necessary for controlling consumption; referred to here as *metering equipment*. The location of this shall be chosen by the electricity network undertaking following consultation with the customer and shall be made available without cost to the electricity network undertaking. The metering equipment is the property of the electricity network undertaking or is available for its use and may only be dealt with by the electricity network undertaking or someone engaged by it.
- 3.9 The customer shall ensure that the metering equipment available to them is easily accessible for the electricity network undertaking. The electricity network undertaking's seals or other blocking devices may not be broken.
- 3.10 The electricity network undertaking shall grant the customer access to its installation so that the customer can care for such components of installations that belong to the customer and that are housed by the electricity network undertaking. Furthermore, the customer shall be granted access for reading the meter.

### The customer's installation

3 April 2012

## **NÄT 2012 H**

3.11 All work on the customer's installation shall be performed in accordance with the applicable regulations. An authorised electrical installer shall be engaged to perform such work, unless otherwise prescribed by the applicable regulations.

3.12 An authorised electrical installer shall give written advance notice to the electricity network undertaking prior to the start of electrical installation work that entails a need for new connection or changes to a connection, or that entails significant changes to the customer's outtake of electricity. An authorised electrical installer shall also notify the electricity network undertaking of the completion of electrical installation work in writing.

3.13 The customer shall obtain information about the preconditions applicable for connection to the network in respect of the voltage at the connection point specified by the contract when extension or rebuilding work to a customer's installation is being planned. The same applies for the customer's other installations that are of importance for the operation of the electricity network undertaking's installations.

Charts, drawings and other information shall be provided to the electricity network undertaking for review in good time prior to the commencement of installation work. Such review shall be conducted without unreasonable delay.

3.14 The customer's installation may only be connected up to the network by the electricity network undertaking or in consultation with the electricity network undertaking.

3.15 The customer may not link the electricity network undertaking's installation to another source of power or installation unless otherwise agreed.

A customer who does not have an area network concession or a line network concession may only transmit electricity to another's party's installation if this is permitted by statute. If such transmission takes place, the customer shall notify the electricity network undertaking of this transmission.

3.16 The electricity network undertaking or anyone engaged by the undertaking shall be afforded access to the installation and to metering equipment available to the customer following consultation with the customer.

In the event that the customer has an outtake point within its installation that is used by another electricity user, the customer shall ensure that the electricity user is afforded access to the metering equipment that belongs to such outtake point.

3.17 The electricity network undertaking is entitled to conduct an inspection of the installation at the customer's premises that have the voltage specified in the contract for the connection point.

If the electricity network undertaking discovers deficiencies in the customer's installation when connecting or during an inspection, the electricity network undertaking shall notify the customer of this.

The customer is liable to at their own expense implement any changes to their installation that are necessary in order to achieve secure operational conditions in conjunction with the above-mentioned inspection.

An inspection does not mean that the electricity network undertaking assumes the responsibility and obligations that the customer or the party who performed the work on the customer's installation may have.

3.18 The infeed of reactive power to the electricity network undertaking's installations may only occur temporarily and unintentionally, unless otherwise agreed. The customer shall, at the electricity network undertaking's request, adapt the operation of their installation for the generation of reactive power according to the conditions relating to reactive power prevailing at the electricity network undertaking's installation, provided this can be done without significant cost or inconvenience to the customer.

3 April 2012

## **NÄT 2012 H**

3.19 The customer shall ensure that the proportion of harmonics or other effects from their installation on the installations of other customers or the electricity network undertaking do not violate good engineering practice or cause inconvenience to the electricity network undertaking's other customers.

### **4. Metering, collection and reporting of meter values and also invoicing**

#### Metering

4.1 Electricity transmitted to or from the customer's installation will be recorded by the electricity network undertaking's meters or by meters approved by the electricity network undertaking.

If the metering equipment includes an electricity meter that can transfer meter values or pulses to terminals or central systems and the recording transferred does not correspond to the electricity meter, the electricity meter's recording shall apply.

The customer's consumption shall be metered and invoiced by the hour unless more accurate metering has been requested.

4.2 If a party has cause to assume that there is a fault with the metering equipment, they shall notify the other party of this without unreasonable delay. The customer is then entitled to call for the installation to be tested. The testing shall be performed by the electricity network undertaking, or someone engaged by the electricity network undertaking, provided the customer agrees. However, the customer is entitled to request that the test is checked or performed by an impartial expert.

4.3 The recording of the meter shall be deemed to be acceptable if the deviation from the true value under loaded conditions, such as those prevailing during the time when the fault is assumed to have prevailed, is not greater than the percentage rates for meter accuracy that are specified to apply for different categories in the regulations applicable from time to time.

4.4 If testing takes place at the customer's request and it is then concluded that the meter's recording is acceptable in accordance with Clause 4.3, the customer shall compensate the electricity network undertaking with an amount not exceeding the cost of carrying out the test. Otherwise, the electricity network undertaking shall pay for the testing. The electricity network undertaking shall inform the customer requesting the test of the estimated cost of the test in advance.

#### Collection and reporting of meter values and also invoicing

4.5 Collection of meter values shall take place in accordance with the statutory provisions applicable from time to time.

Collection of meter values at a customer shall take place daily, unless more accurate metering has been requested. In addition to this, the meter values shall be collected in conjunction with a change of electricity trading undertaking, commencement and conclusion of electricity supply. The meter's recorder shall be read in conjunction with a new connection, permanent disconnection and change of metering equipment.

If the electricity network undertaking cannot carry out a collection of meter values in accordance with the above, the meter value shall be estimated instead in accordance with the regulations applicable from time to time.

Unless otherwise provided by an enactment, collection of meter values shall take place at the point in time and in the manner determined by the electricity network undertaking.

The electricity network undertaking may charge the customer for any reasonable expenses arising in conjunction with collection of meter values other than as referred to above, though except for collection of meter values in conjunction with disconnection under Clause 6.3 below.

3 April 2012

## **NÄT 2012 H**

4.6 The electricity network undertaking's obligations to report meter values are governed by statute.

The electricity network undertaking shall after the end of the month of the supply and no later than upon invoicing of a customer, provide information about values by the hour at the customer's outtake point, unless the customer and the electricity network undertaking otherwise agree. If invoicing covers more than one month and the metering system can supply meter readings, meter readings at the turn of each month shall also be included in reports.

Upon the commencement of the electricity supply or in conjunction with change of electricity trading undertaking (commencement or take-over of electricity supply), the electricity network undertaking shall, no later than 15 working days after the electricity supply has started or been taken over, inform the customer about the following:

- the date of the commencement or take-over of electricity supply,
- the reason for the notification (commencement or take-over of electricity supply),
- which electricity trading undertaking has the contract for electricity supply at the outtake point,
- installation identity (inst. ID),
- network reconciliation area identity (area ID), and
- metering equipment identity.

Corresponding reports shall be provided to the relevant electricity trading undertakings as provided by statute.

4.7 Invoicing shall be based on meter values collected. However, if there are special reasons, preliminary invoicing may take place and be based on the estimated quantity of electricity transmitted. The estimated quantity of electricity transmitted shall then be determined with the guidance of the customer's previously known consumption and other circumstances, such as, for example, changes notified by the customer that it may be assumed would affect the quantity of electricity transmitted

Unless special reasons apply, the final invoice shall be based on meter values collected.

4.8 If it is by testing or in another way concluded that the metering equipment is not working or if it has recorded another quantity of electricity transmitted than the real quantity or if an error has been made during collection of meter values, the electricity network undertaking shall estimate the quantity of electricity that has been transmitted in consultation with the customer and electricity trading undertaking involved. This estimate shall form the basis of the electricity network undertaking's invoicing.

This estimate may not go further back than twelve months from when the fault became known to both contractual parties. An estimate may be made for a longer period if a party was obviously aware of a circumstance according to the first paragraph but did not notify the other party of such circumstance.

If the quantity transmitted has been estimated in accordance with this clause, the electricity network undertaking shall give notice of this no later than in conjunction with the invoicing.

If the time at which a fault arose cannot be determined, a correction shall be made from the turn of the month that occurred immediately prior to the time when the fault was discovered.

4.9 Estimated transmission under Clause 4.7 or 4.8 shall be determined with the guidance of the customer's previously known meter values at the outtake point and other circumstances that may have affected the scope of the transmission.

4.10 If the estimated transmission in any of the above-mentioned cases is based on incorrect assumptions, the incorrectly invoiced charge shall be adjusted. The adjustment shall normally be made when invoicing next occurs.

## **5. Payment and collateral**



3 April 2012

## **NÄT 2012 H**

- 5.1 The customer shall pay for being connected to the network and for the transmission of electricity. This payment obligation also covers the transmission of electricity that the customer has not been able to make use of owing to faults within their own installation, or for other reasons that are not due to the electricity network undertaking.
- 5.2 If the customer starts taking out electricity at the outtake point without having any valid contract with an electricity trading undertaking, the customer shall pay for the electricity to the electricity trading undertaking that the electricity network undertaking is liable to nominate under Clause 8.3, in accordance with the conditions applied by that electricity trading undertaking.
- 5.3 The customer's payment shall be received by the electricity network undertaking no later than on the due payment date stated in the electricity network undertaking's invoice, which date shall be at the earliest 15 days after the electricity network undertaking has sent the invoice, unless otherwise agreed in writing.
- 5.4 If payment is not made in due time, the electricity network undertaking is entitled to demand from the customer, besides the amount of the invoice, interest under the Interest Act from the due date of payment stated in the invoice together with compensation for any costs associated with the delay. This also includes costs for written payment reminders and costs for the enforcement of payment or other obligations.
- 5.5 If the electricity network undertaking has reasonable cause to fear that the customer will not perform their payment obligations, the electricity network undertaking is entitled to request acceptable collateral or advance payment for further connection and transmission. However, collateral may not be demanded for an amount greater than half of the estimated charge for one year. Advance payment may not be demanded for more than the estimated charges for the next three-month period.

If the customer has furnished collateral in accordance with this clause, the funds deposited shall be placed into an interest-bearing account, to be held separately from the electricity network undertaking's own funds.

## **6. Discontinuation of the transmission of electricity (disconnection) and reconnection**

- 6.1 The electricity network undertaking may disconnect the customer's installation from the network if the customer fails to pay charges due, furnish collateral or make an advance payment and the default is not trivial. Disconnection may also be effected if the customer commits another fundamental default under these conditions and the provisions otherwise agreed.
- 6.2 The customer shall be afforded an opportunity to implement rectification prior to the electricity network undertaking taking measures under the provisions of Clause 6.1.

If this default refers to payment, the customer shall be given reasonable time, of at least 15 days computed from a demand to pay, before disconnection may be effected.

- 6.3 Disconnection may also be effected when the customer breaches conditions under the contract regarding the electricity that the electricity network undertaking transmits to the customer and the breach entails a right for the electricity trading undertaking to request disconnection. The responsibility for ensuring that there is a right to disconnect always rests with the party requesting the measure.

If the customer changes electricity trading undertaking following disconnection having been effected in accordance with the first paragraph, the electricity network undertaking may not refuse the reconnection of the customer.

- 6.4 Disconnection may not be effected for a claim insofar as it is the subject of a dispute.

3 April 2012

## **NÄT 2012 H**

6.5 Reconnection is only effected when the customer has satisfied all their obligations under the contract, paid compensation for the electricity network undertaking's costs owing to measures for disconnection and reconnection and paid any collateral or advance payments requested.

### **7. Grant of land, etc.**

7.1 The customer shall grant land to the extent necessary and allow the electricity network undertaking access to the properties affected for the performance and maintenance of the electricity network undertaking's installations for the transmission of electricity within the electricity network undertaking's network concession area. This also includes the right for the electricity network undertaking to maintain and repair installations and to fell trees and cut down bushes that constitute a danger or impediment to the installations. In this connection, reasonable regard shall be taken of the customer's interests.

7.2 The customer shall receive payment according to the applicable statutes and practice for any damage/injury as a result of measures under Clause 7.1.

Compensation is only paid for temporary damage/injury if the electricity network undertaking's installations are exclusively intended for connection and transmission of electricity to the customer's installations.

Compensation is not payable in any case for insignificant temporary damage.

7.3 The customer may not erect buildings, change ground levels or implement any other measures that jeopardise electrical safety or the function or operation of the electricity network undertaking's installations.

7.4 If any of the parties requests to move or change the electricity network undertaking's installations specified under Clauses 3.8 and 7.1 or takes a measure that requires a move or a change, the other party shall cooperate so that the move or change is implemented to the extent possible. Costs resulting therefrom shall be paid by the party that requested or caused the move or change. Decisions on planning matters by a municipality in its capacity as planning authority do not entail any such payment obligations for the municipality as referred to in this clause.

7.5 If the electricity network undertaking's installation is not operating and will not be used in the future, the electricity network undertaking shall at its own cost remove the installation if the customer so requests and the installation entails a significant inconvenience to the customer.

7.6 The customer is liable on request to sign an easement agreement or participate in the electricity network undertaking obtaining a cable wayleave for its installations and also acting to ensure that the electricity network undertaking is granted a registration against the land unit in order to secure the easement agreement.

7.7 If the customer occupies the property with a right other than ownership, the relevant parts of the above provisions shall apply. The customer shall work to ensure that the electricity network undertaking is ensured the same rights as though the customer were the owner of the property.

### **8. Change and nomination of electricity trading undertaking**

8.1 It shall be possible to change electricity trading undertaking without a special cost for the customer.

It is an obligation of the electricity network undertaking to implement a change of electricity trading undertaking in accordance with the notification from the new electricity trading undertaking chosen by the customer.

3 April 2012

## **NÄT 2012 H**

The electricity network undertaking is obliged to implement the change on the day on which the electricity trading undertaking and customer have agreed, provided that the notification from the electricity trading undertaking took place no later than 14 days prior to the change being implemented.

If a change of electricity trading undertaking and/or balance controller has not taken place in the prescribed manner, the former electricity trading undertaking will continue to supply, and the balance control responsibility will remain with the former balance controller until the change can take place.

8.2 It is an obligation of the electricity network undertaking, after an application for a new electricity trading undertaking or a new balance controller has been received, to notify the notifying electricity trading undertaking as to whether the application is complete or incomplete. If the application is complete, the electricity network undertaking shall confirm the information provided and, if the application relates to a new electricity trading undertaking, state the estimated annual consumption at the outtake point. If the application is incomplete, the notification of this shall specify what is incomplete/wrong with the application.

8.3 If a customer does not have a contract for electricity supply with an electricity trading undertaking, the electricity network undertaking is according to law liable to nominate such an electricity trading undertaking (nominated electricity trading undertaking) for the customer.

The electricity network undertaking shall immediately notify the customer of which electricity trading undertaking has been nominated and about the customer's possibility of changing electricity trading undertaking.

8.4 If the electricity network undertaking makes a nomination for the customer under Clause 8.3, the electricity network undertaking shall at the same time notify the electricity trading undertaking nominated of this.

## **9. Changes to charges, etc.**

9.1 If the electricity network undertaking's costs for connection and transmission should change owing to a special tax or owing to a charge prescribed by a public authority or owing to new or amended legislation or ordinance or owing to another measure on the part of the public authorities, the charges may be adjusted in accordance with these changes to costs if regard to this has not been taken into account in the contract when the charges were determined.

9.2 The Energy Markets Inspectorate is the supervisory authority under the Electricity Act and can, among other things, exercise supervision regarding the electricity network undertakings' network tariffs for transmission of electricity. Conditions and prices for connection may also be reviewed by the Energy Markets Inspectorate.