

# Standard terms and conditions of contract granting access to the network of AS Gaasivõrk

Valid as of 01/01/2020

## 1. General provisions

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- 1.1. The standard terms and conditions for the provision of gas network services (hereinafter referred to as the Standard terms and conditions) regulate the provision of gas network services by AS Gaasivõrk (hereinafter referred to as the network operator) to a consumer of network services located in its network area, including another network operator of which the consumer's installation or network is connected to the network belonging to the network operator and with whom a contract for the provision of network services has been entered into (hereinafter referred to as the Customer). The Standard terms and conditions shall not regulate the relationship that arises when the gas enters the network owned by the Network operator.
- 1.2. In order to provide network service, the customer and the network operator shall enter into a gas network service agreement (hereinafter referred to as the contract granting access to the network) consisting of these standard terms and conditions, special terms and conditions signed by the parties (hereinafter referred to as the special terms and conditions), their annexes and the price list established by the network operator.
- 1.3. The standard terms and conditions shall apply to all contracts granting access to the network and network service agreements entered into that were previously concluded, whether or not the Standard terms and conditions are annexed to the special terms and conditions.
- 1.4. The Network operator may perform the obligations provided for in the contract granting access to the network itself or use third parties to perform the obligations. The person appointed by the Network operator is authorised to perform the obligations and rights of the network operator in its own behalf and on its own account. By concluding the contract granting access to the network, the customer confirms his or her consent to such transfer of the obligations and rights of the network operator and the readiness to be liable for the performance of his or her obligations to the network operator or a third party appointed by the network operator.

## 2. Definitions

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- 2.1. In the contract granting access to the network, the terms used in the Natural Gas Act and regulations issued on the basis thereof, the Metrology Act and the Equipment Safety Act are used, the terms missing or in need of addition or clarification are used in the following meanings:
  - 2.1.1. the data exchange platform - a digital environment for the exchange of data between market participants created on the basis of §102 of the Natural Gas Act;
  - 2.1.2. the accounting period - the period beginning at 7.00 a.m. on the morning of the first day of the calendar month and ending at 7.00 a.m. on the morning of the first day of the following calendar month according to Estonian local time;
  - 2.1.3. gas - any gas which is transmitted through a distribution network, including natural gas, biomethane, gas from biomass and other types of gas, provided that it meets the gas quality requirements and can be technically and safely fed into and transmitted through the distribution network.
  - 2.1.4. gas pressure - the difference between the absolute pressure of the gas in the gas pipeline and the atmospheric pressure;
  - 2.1.5. a remotely readable meter - a measuring device that allows the automatic transmission of measurement data to the Network operator's database;

- 2.1.6. apartment building - a residential building with two or more apartment ownerships;
- 2.1.7. conversion device - a measuring instrument compatible with the gas meter which automatically converts the quantity of gas measured under the measuring conditions into the quantity of gas corresponding to the contractual conditions;
- 2.1.8. contractual conditions - a gas temperature of 20°C and an absolute gas pressure of 1,01325 bar;
- 2.1.9. supply point - the connection point between the network owned by the network operator and the customer installation;
- 2.1.10. measurement data - the readings of the measuring instrument at the beginning and at the end of the respective period and the difference between the measured gas volume in cubic metres (m<sup>3</sup>) and the amount of gas converted according to legislation in energy units in kilowatt hours (kWh);
- 2.1.11. measuring point - the place on the gas pipeline where the quantity of the gas passing through the cross-section of the pipe is measured;
- 2.1.12. measuring instrument - a gas meter, a conversion device or any other device used alone or in combination with one or more accessories to measure and display the quantity of gas passing through a measuring point;
- 2.1.13. reading of a measuring instrument - the numerical value of the quantity of gas, if measured, in cubic meters read from the measuring instrument specified in 5.8;
- 2.1.14. customer installation - a functional set of gas pipelines connected to one or more immovables, buildings or a complex of functionally connected buildings forming a single economic unit and the land necessary for servicing them to supply the Customer, or the network of another network operator;
- 2.1.15. consumption mode - the important parameters of gas consumption agreed between the network operator and the Customer, including the consumption capacity on the basis of which the network service is provided at the connection point or at another point agreed by the Parties;
- 2.1.16. consumption capacity is the maximum amount of gas agreed between a Network operator and a customer through a cross-section of a pipe per unit time;
- 2.1.17. Network operator's website - the Network operator's Internet home page at [www.gaasivork.ee](http://www.gaasivork.ee) ;
- 2.1.18. network operation - an operation to interrupt or restore gas supply or network connection;
- 2.1.19. joint invoice - a joint invoice prepared by the gas seller and presented to the Customer for the network service, excise duty and gas sold;
- 2.1.20. Network connection - an opportunity created by a Network operator to flow gas from the network to a customer installation.

### **3. Network service provision and quality**

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- 3.1. The content of the network service is the distribution of gas by the Network operator through the network owned by the Network operator, ensuring a permanent network connection necessary for gas consumption and measuring the amount of gas consumed from the network and submitting metering data and other data to the data exchange platform.
- 3.2. The provision of network services does not include the sale of gas to Customers. To purchase gas, the customer must enter into a sales contract with the gas provider. Gas is sold in accordance with the conditions established by the gas seller. If the Customer does not have a valid gas sales contract, the gas seller appointed by the network operator shall be deemed to be the gas seller consumed by the customer during the given period. The gas seller appointed by AS Gaasivõrk is AS Eesti Gaas.
- 3.3. The Network operator shall provide the network service to the Customer under the conditions and with the quality provided for in legislation, the supply agreement or the agreement on changing the consumption regime and the network agreement.
- 3.4. The Network operator distributes scented gas.
- 3.5. The Network operator shall publish on the website, no later than the third working day of each month,

the weighted average composition and the lower and upper calorific values of the gas transmitted through the network owned by the Network operator in the previous month.

- 3.6. The Customer's gas supply may be restricted or the gas supply may be interrupted on the bases and pursuant to the procedure provided for in the Natural Gas Act and other legislation. The Network operator shall ensure that the duration of a single interruption and the total duration of interruptions per year do not exceed the time provided by law. The duration of the interruption shall be calculated from the time when the network operator became aware or should have become aware of the interruption in its network and the calculation of the duration of the interruption shall end at the time when the gas supply of the customer installation is restored. The interruptions referred to in this clause do not include interruptions carried out in accordance with clauses 8.2 and 8.3 or by agreement between the Parties. The Network operator shall not be liable for any interruption of gas supply caused by the gas transmission service provider and shall not compensate for the resulting damage or costs unless the activities or orders of the transmission service provider have been unlawful.
- 3.7. The transmission of gas distributed by the network operator shall take place at the connection point unless the Parties have agreed otherwise in special conditions. The network operator is not responsible for the customer installation or the gas in it. If the gas supply is provided to several customers simultaneously via a customer installation, the gas shall be delivered to these customers at the connection point of the common customer installation.
- 3.8. The location of the connection point is defined in the special conditions of the network contractor in the connection agreement. If there is no written agreement between the Parties on the location of the connection point, the connection point shall be located at the intersection of the border between the gas pipeline belonging to the Network operator and the Customer's immovable property. If the gas pipeline owned by the Network operator passes through the Customer's immovable property on the basis of a limited real right or a legal obligation to tolerate, the connection point is located at the point where the pipeline supplying gas from the Customer's installation branches off the network operator's network.
- 3.9. The consumption mode of the Customer's connection point is defined in the Special terms and conditions of the contract granting access to the network, the subscription agreement or the agreement on changing the consumption mode, and according to which the Network operator has set the measuring instrument and devices limiting the consumption capacity. In the absence of an agreement between the parties on the consumption mode, the actual gas consumption and the measuring range of the existing measuring instrument shall be applied.
- 3.10. The Customer undertakes to ensure the consumption of gas in accordance with the agreed consumption mode. If the Customer wishes to change the consumption mode, the Parties enter into an agreement to change the consumption mode, which agrees on the conditions for changing the consumption mode and the reimbursement of the costs involved.
- 3.11. If the Customer consumes gas significantly differently from the consumption mode agreed upon in the special conditions, the Network operator has the right to limit or interrupt the gas supply. In addition, the Network operator has the right to demand compensation from the Customer for the costs necessary for changing the consumption mode and for the damage caused to the Network operator by breach of the consumption mode. The Network operator shall inform the Customer of its intention to do so and of the costs of changing the consumption capacity. If necessary, the Parties shall negotiate to maintain the consumption mode.
- 3.12. The Parties shall ensure that the gas installations in their ownership or possession comply with legislation, standards and regulations, including the customer's commitment to ensure that the Customer installation does not impair the gas supply of another customer or the technical parameters of the network owned by the Network operator. The Network operator shall be responsible for ensuring that the network it owns is in order, maintained and complies with the requirements up to the connection point. The Client is responsible for and ensures the condition, maintenance and conformity of the Customer installation from the supply point.
- 3.13. The customer undertakes to possess prudently and ensure the integrity of the equipment necessary for the provision of network services and the measurement of the amount of gas in its building or property (including the gas pressure regulator, closing device between the network and the Customer installation, measuring instrument), inter alia, following the instructions of the Network operator and taking reasonable steps not to endanger the preservation and integrity of the equipment.
- 3.14. The customer undertakes to immediately notify the Network operator of damage, loss, absence or

destruction of equipment specified in clause 3.13 , as well as of damage to the measuring instrument and influence or distortion of readings.

- 3.15. The customer undertakes to provide the Network operator with access to the equipment specified in clause 3.13 to ensure the correct measurement of the amount of gas and to perform other activities related to the provision of network services, including network operations, assessment of the condition of the measuring instrument and determination of the control display. The Customer is obliged to ensure access to the equipment at the time requested by the Network operator, which the Network operator shall notify at least 7 calendar days in advance. Access to the Network operator's equipment may be requested without prior notice for the purpose of determining the control display.
- 3.16. If the customer is not able to provide access to the equipment at the time requested by the network operator, he or she shall immediately notify the network operator thereof and agree on a new time with the network operator within 7 calendar days, which may not be later than 14 calendar days.
- 3.17. If the customer does not provide access to the equipment at the agreed time and has not immediately notified the Network operator thereof, the customer undertakes to pay the network operator an unladen fee in accordance with the valid price list.

#### **4. Differences in the provision of network services for apartment buildings**

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- 4.1. The transfer of gas distributed by the network operator in an apartment building takes place at the supply point of the apartment building and the network operator enters into a contract granting access to the network only with the apartment association as the person responsible for the customer installation of the apartment building, except in the case specified in clause 4.2.
- 4.2. The network operator may, at the joint request of apartment owners, enter into separate contracts granting access to the network with apartment owners only if the apartment building has up to 10 apartment properties, all equipped with a suitable measuring instrument, and the network operator is able to interrupt the gas supply of each apartment property without entering the apartment property and without disturbing the gas supply of other apartment properties. In this case, the gas distributed by the network operator is transferred at the supply point of the apartment building, and the network operator is not responsible for the customer installation of the apartment building or the gas located therein.
- 4.3. Upon entering into a contract granting access to the network with an apartment association, the network operator has the right to unilaterally terminate the previous network contracts entered into separately for apartment ownership from the moment the network contract concluded with the apartment association becomes effective. The network operator shall inform the apartment owners 14 calendar days in advance of the termination of the contract granting access to the network concluded with them and the entry into force of the new common network contract.

#### **5. Calculation of the amount of gas consumed**

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- 5.1. The network operator shall ensure the measurement, collection and processing of the amount of gas consumed from the network, keep records thereof and ensure the exchange of data with the data exchange platform in accordance with the network code for the operation of the gas market.
- 5.2. In order to measure the amount of gas consumed by the customer, the network operator shall, at its own expense, instal a measuring instrument as close as possible to the supply point and in a place prepared by the customer in accordance with the requirements provided by the network operator, unless otherwise agreed by the parties. There shall be no measuring instrument between the measuring instrument on which the calculation is based and the supply point, which shall measure the amount of gas consumed under a contract granting access to the network with a third party. Changing the location and type of a measuring instrument at the customer's request is treated as a change in the consumption mode.
- 5.3. The network operator shall ensure that, in the cases provided for in the Natural Gas Act, the measuring point is supplied with a remotely readable meter. In other cases, the network operator shall equip the measuring point with a remotely readable meter if the network operator considers that the installation of the remotely readable meter is technically feasible and economically reasonable.
- 5.4. Where the permanent supply of electricity to a measuring instrument is necessary, it is agreed that the customer shall ensure the permanent supply of electricity at his own expense. In such an event, the customer may not interrupt the supply of electricity to the measuring instrument for more than

24 consecutive hours without the consent of the network operator. If a customer wishes to interrupt the supply of electricity to a measuring instrument for a longer period of time, he must coordinate it with the network operator in advance.

- 5.5. The network operator shall ensure that the measuring instruments are properly maintained and maintained, unless otherwise agreed in the Special terms and conditions. If the measuring instrument does not comply with legal or technical requirements, the network operator shall replace the instrument with a compliant measuring instrument and the customer shall undertake to allow it in accordance with clause 3.15. The costs of replacing a measuring instrument shall be borne by the network operator unless the destruction or damage of the measuring instrument is due to an act or omission by the customer.
- 5.6. The customer undertakes to ensure the integrity of the measuring instrument and the seals installed. The customer undertakes to immediately notify the network operator of damage to the seals of the measuring instrument, failure of the measuring instrument and distortion of the reading.
- 5.7. Extraordinary verification of a measuring instrument shall be carried out in compliance with the conditions laid down in the Measurement Act.
- 5.8. The amount of gas consumed by the customer is the amount of gas determined by the measuring instrument on which the settlement is based. The measuring instrument on which settlement is based shall be a conversion device and, upon its absence, a gas meter, unless the parties have agreed otherwise in the special terms and conditions.
- 5.9. The customer shall inform the network operator of the indication of the measuring instrument at the reasoned request of the network operator and, in the absence of a remotely readable meter at the measuring point, in the following cases:
  - 5.9.1. at the end of the accounting period;
  - 5.9.2. on the day of the start and expiry of the contract granting access to the network.
- 5.10. The customer shall communicate the reading of the measuring instrument as follows:
  - 5.10.1. via a link to the reading entry on the website of the network operator;
  - 5.10.2. by calling the network operator's telephone, in which case the network operator shall assume in good faith that the provider of the reading is the customer or a person authorised for that purpose by the customer;
  - 5.10.3. by using the network operator's e-mail, in which case the network operator shall assume in good faith that the provider of the reading is the customer or a person authorised for that purpose by the customer;
- 5.11. The reading of the measuring instrument at the end of the accounting period notified in a timely manner shall be the reading of the measuring instrument notified by the customer from the 26th day of the accounting period to the 1st working day of the following month.
- 5.12. If the customer declares that he or she will not consume the gas for an extended period of time, the network operator may exempt the customer from the obligation to report the reading of the measuring instrument for a maximum period of six consecutive months. The customer undertakes to submit a corresponding request prior to the obligation to notify the reading of the measuring instrument from which the exemption is requested arises.
- 5.13. If the customer has not reported the instrument in a timely manner and the customer is not exempted from reporting the reading of the measuring instrument, the amount of gas consumed during a given accounting period is determined by prediction based on the customer installation's previous consumption history and the quantities of gas consumed by other similar customers during the predicted accounting period. In this case, the network operator has the right to charge the customer a prediction fee according to the current price list.
- 5.14. Upon receipt of a control display of a measuring instrument or notification by the customer of the instrument reading, the network operator shall adjust the customer's consumption data according to the amount of gas actually consumed as follows:
  - 5.14.1. if the actual reading of the measuring instrument is less than the last reading reported by the customer or predicted by the network operator, whichever is the later, the network operator shall adjust the customer's consumption data in the data exchange platform according to the quantities actually consumed. The issuer of the invoice shall carry out a conversion of the amounts paid by the customer for the network fee and excise duty up to

the amount of gas in the last three calendar months. For the remaining quantity of gas, the conversion shall be carried out only if the need to correct consumption data is not due to inappropriate performance by the customer of the obligation arising from the contract. The overpaid amount resulting from the adjustment of the amount of gas consumed is generally considered to be an advance payment by the customer;

- 5.14.2. if the actual reading of the measuring instrument is greater than the last reading reported by the customer or predicted by the network operator, whichever is the later, the difference between the readings shall be considered to be the quantity of gas consumed in the last calendar month.

## **6. Differences in calculating the amount of gas consumed in an apartment building**

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- 6.1. In an apartment building, unless in an apartment building meeting the conditions set out in clause 4.2 all apartment properties are equipped with a remotely readable meter, the network operator shall instal the measuring instrument as close as possible to the supply point of the apartment building and thereby measure the total amount of gas entering the customer installation of the apartment building from the network operator's network.
- 6.2. If separate contract granting access to the network have been concluded with apartment owners of apartment buildings which do not comply with the conditions referred to in clause 4.2 prior to the establishment of these Standard terms and conditions and the apartment ownership does not have the necessary measuring instrument to measure the amount of gas consumed, the amount of gas consumed in a given apartment ownership shall be taken into account until the conclusion of a contract granting access to the network with the apartment association or the installation of a separate measuring instrument for measuring the amount of gas consumed in the apartment ownership during the accounting period the average quantity per calendar month calculated on the basis of the annual amount of gas consumed. The annual amount of the gas consumed shall be determined on an annual basis by the network operator on the grounds of the amount of gas consumed during the preceding 12 calendar months, under the following principles:
  - 6.2.1. if the amount of gas transmitted to the Customer installation of the apartment building is measurable, the quantity of gas measured in the apartment ownerships equipped with a measuring instrument shall be subtracted from the measured gas transmitted to the Customer installation at the supply point of the apartment building and the difference obtained shall be divided among the apartment ownerships without a measuring instrument in proportion to the area of the apartment ownership;
  - 6.2.2. if the amount of gas transmitted to the Customer installation of the apartment building has not been measured, the annual amount of gas consumed shall be determined on the basis of the amount of gas consumed by other similar customers during the previous 12 calendar months.

## **7. Payment for network service and excise duty**

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- 7.1. The customer undertakes to pay the network fee and other charges prescribed in the contract granting access to the network to the network operator for the network service provided according to the price list.
- 7.2. The customer undertakes to pay excise duty to the network operator in accordance with the provisions of legislation.
- 7.3. The customer pays the network fee according to the price package agreed upon in the Special terms and conditions of the contract granting access to the network and the amount of gas consumed.
- 7.4. If the customer wishes to change the price package, he or she shall inform the network operator accordingly. The price package chosen by the customer will take effect from the beginning of the next accounting period. When changing the price package, the customer pays the network operator a price package change fee according to the current price list. The customer has the right to change the price package free of charge if at least 12 months have passed since the previous change.
- 7.5. If the network operator changes the price list, the network operator shall, if necessary, change the customer's current price package for the most similar conditions or the more favourable price package free of charge, informing the customer thereof at least 30 calendar days before the change takes effect. If the customer does not agree with that, he or she shall inform the network operator thereof before the change takes effect.

- 7.6. If the agreed network service plan includes a monthly fee and the validity of the network contract in a given accounting period is shorter, the customer pays the network fee according to the number of days of validity of the contract granting access to the network in the accounting period, the daily fee being calculated by sharing the monthly fee by the number of calendar days of the respective month. The monthly fee shall be added to the invoice for each month, regardless of whether the invoice submitter exercises the right to invoice in accordance with clause 7.10 of the Standard terms and conditions.
- 7.7. The invoice is issued to the customer by the network operator or a person designated by him or her (hereinafter together referred to as the issuer of the invoice). Where the network operator and the gas seller have agreed to issue a joint invoice, the invoice shall be issued by the gas seller to whom the network operator assigns claims on the customer arising from the contract granting access to the network for each accounting period. The network operator shall make public on its website information on the issuer of the invoice, including data on gas sellers with whom an agreement has been concluded to issue a joint invoice.
- 7.8. The invoice provides the customer with information about the amount of gas consumed by the latter. If the network fee consists of more than one component, all components of the network fee are shown separately on the invoice.
- 7.9. The issuer of the invoice issues the invoice to the customer on the 10th day of the month or on the first working day thereafter, unless otherwise agreed between the issuer of the invoice and the customer.
- 7.10. Failure by the issuer of the invoice to submit an invoice does not constitute a waiver of a claim. If the amount of the invoice is less than the minimum value notified to the customer by the issuer of the invoice, the issuer of the invoice shall have the right not to submit the invoice and to add that amount to the next invoice to be issued.
- 7.11. The Customer pays the issuer of the invoice the network fee, the fees and taxes specified in legislation, including excise duty, and other fees arising from the contract granting access to the network by the due date indicated on the invoice, referring to the reference number on the invoice. The payment term is generally the 21st day of the invoicing month, unless otherwise agreed with the customer by the issuer of the invoice.
- 7.12. The invoice shall be deemed to have been paid on the day on which the amount indicated on the invoice is received in the current account of the issuer of the invoice.
- 7.13. If the customer does not pay the invoice submitted by the issuer of the invoice on time, the issuer of the invoice has the right to charge the customer interest on the outstanding amount of 0.06% per calendar day or interest agreed between the issuer of the invoice and the customer, which may not exceed 0.2% per calendar day. Interest for late payment is calculated from the day following the due payment date and ends on the day the charges are received. In addition to interest on late payment, the issuer of the invoice may ask the customer to reimburse the collection costs in accordance with the law. If the customer has to pay interest or recovery costs in addition to the principal financial obligation, the recovery costs and interest shall be deemed to have been paid first, and then the principal financial obligation. Fees accrued in the past shall be deemed to have been paid in advance of any fees subsequently collected.
- 7.14. If the customer does not agree with or only partially agrees to the invoice submitted, he or she shall inform the issuer of the invoice thereof before the due date, giving reasons for disagreement. Upon partial acceptance, the Client shall pay the accepted share in accordance with the contract granting access to the network. The issuer of the invoice checks the customer's application and informs him or her of the results of the check within 10 working days of receipt of the notification. On the basis of the results of the checking, the issuer of the invoice may set a later due date. If the customer's application was not justified, the customer pays the outstanding amount together with the interest.
- 7.15. The customer has the right to make a prepayment. Interest is not charged or paid on the prepayment. Upon termination of the contract granting access to the network in the absence of a debt or at any other time at the customer's request and in the absence of a debt to the issuer of the invoice, the issuer of the invoice shall return the prepayment to the customer within 3 working days of the submission of the application by the customer.
- 7.16. The network operator or issuer of the invoice shall be entitled to charge the customer a guarantee fee if:
- 7.16.1. if the customer has been delayed more than 3 times in the last 12 months by payments

arising from this contract granting access to the network or any other contract granting access to the network concluded with the network operator more than 3 times more than 20 calendar days or more than 50 calendar days in a row;

- 7.16.2. a failure of a measuring instrument, a distortion of its reading, a violation, loss or destruction of a measuring instrument or its seals and verification marks resulting from a failure or improper performance of the customer's obligations or other acts or omissions of the customer shall be detected;
  - 7.16.3. the customer is the subject of a bankruptcy warning or bankruptcy petition or bankruptcy proceedings are initiated, as well as where, under other circumstances, the network operator has reasonable grounds to believe that the customer is not properly fulfilling its obligations under the contract granting access to the network.
- 7.17. The network operator or invoice provider shall have the right to charge the customer a guarantee fee up to three accounting periods up to the amount of the network fee and excise duty determined on the basis of the consumption prediction. Interest shall not be charged or paid on the guarantee fee. The issuer of the invoice has the right to keep the guarantee fee until the end of the contract concluded between the issuer of the invoice and the customer. The issuer of the invoice shall return the guarantee fee to the customer at the termination of the contract in the absence of a debt or if the customer has correctly performed his or her contractual obligations in the last 12 months and has submitted a corresponding application to the issuer of the invoice. In this case, the issuer of the invoice shall refund the guarantee fee within 3 working days of receipt of the customer's application.

## **8. Interruption of gas supply**

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- 8.1. The customer has the right to request the interruption of the gas supply at any time.
- 8.2. The system operator shall have the right to interrupt the gas supply or to allow the interruption of the gas supply without prior notice if:
  - 8.2.1. people's lives, health, property or environment are at risk;
  - 8.2.2. the customer uses the gas or network service unlawfully.
- 8.3. The network operator has the right to interrupt the gas supply or to allow the interruption of the gas supply by notifying the customer 7 calendar days in advance if:
  - 8.3.1. the customer installation deteriorates the gas supply of another customer or the technical parameters of the network belonging to the network operator;
  - 8.3.2. the customer has materially violated the obligations arising from the network contractor the conditions set out in legislation and has not eliminated the violation and compensated for the damage within a reasonable period of time granted by the network operator;
  - 8.3.3. the customer has violated contracts entered into under the Natural Gas Act or the conditions provided for in the Natural Gas Act;
  - 8.3.4. on any other basis provided by law.
- 8.4. Among other things, the following cases are considered to be a material breach of the contract granting access to the network by the Customer:
  - 8.4.1. if the customer has been in delay more than 3 times in the last 12 months by payments more than 3 times more than 20 calendar days or more than 50 calendar days in a row;
  - 8.4.2. the customer does not pay the guarantee fee within 14 calendar days of receiving the corresponding claim from the issuer of the invoice;
  - 8.4.3. the customer does not provide the network operator or its representative, in compliance with clause 3.15 , with access to equipment located in the territory owned or held by the customer for the purpose of checking or replacing it, performing a network operation, performing the work necessary for the operation of the customer installation or checking the readings of the measuring instrument;
  - 8.4.4. the customer has performed a network operation without the consent of the network operator;
  - 8.4.5. the customer installation does not comply with the requirements of legislation or the agreed conditions of the consumption regime.



- 8.5. The network operation shall be carried out by the network operator or, with its consent, by another person with the relevant competence.
- 8.6. The customer may not perform a network operation without the consent of the network operator. At the customer's request, the customer submits an application to the network operator, which performs the necessary network operation or issues the customer with the technical conditions for performing the network operation. If, with the consent of the network operator, the network operation is carried out by a person chosen by the customer, the customer shall ensure that the report drawn up on the execution of the network operation is forwarded to the network operator within 5 working days.
- 8.7. At the customer's request or for reasons arising from the client when performing a network operation by a network operator, the customer pays the network operator for the execution of the network operation according to the current price list.
- 8.8. Interruption of gas supply does not exempt the customer from the obligation to pay the fees that have become collectible at the time of interruption.
- 8.9. The gas supply interrupted at the customer's request or for reasons arising from the customer shall be restored after the circumstances underlying the interruption of the gas supply have been removed and the customer has paid the requirements submitted to the network operator under clauses 7.16 and 8.7.

## **9. Validity, amendment and termination of contract granting access to the network**

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- 9.1. The contract granting access to the network shall enter into force on the third working day after the signature of the contract by both parties unless the parties have agreed otherwise in the Special terms and conditions.
- 9.2. A Customer, who is a natural person, may withdraw from the network contract concluded by means of distance communication or outside business premises within 14 calendar days without disclosing the reason. The withdrawal period shall run from the date of conclusion of the contract granting access to the network. In order to exercise the right of withdrawal, the customer must submit a withdrawal application to the network operator before the expiry of the withdrawal period at the contacts indicated on the network operator's website. If, at the customer's request, the provision of the network service to the customer began within the withdrawal period specified in this clause, the Customer undertakes to allow the network operator to immediately perform the termination of the contract granting access to the network specified in clause 9.12 and 9.13 upon submission of the withdrawal application and to pay the network operator the network fee and excise duty according to the amount of gas consumed by the contract granting access to the network until the termination of the operations of the contract granting access to the network.
- 9.3. The contract granting access to the network can be amended by agreement between the parties or on other grounds prescribed in the contract granting access to the network or law. Amendments to the Special terms and conditions shall be made in writing.
- 9.4. If, during the term of the network contract, the Parties enter into a subscription agreement or an agreement on changing the consumption mode, which changes the location or consumption mode of the supply point, then after the performance of a subscription agreement or an agreement to change the consumption mode shall be deemed to be valid under the conditions amended by the contract granting access to the network.
- 9.5. The network operator shall have the right to unilaterally amend the standard terms and conditions and the price list in the case of changes in the organisation of the gas market, the general economic situation, legislation or case-law, as well as where other relevant circumstances arise. Changes to the standard terms and conditions and the price list shall follow the procedure provided by law. The network operator shall notify the Customer of changes to the Standard terms and conditions and the price list in accordance with the procedure provided by law. In case of disagreement with the changes, the customer has the right to cancel the contract granting access to the network within 30 calendar days from the issuance of the notice.
- 9.6. The contract granting access to the network shall be terminated:
  - 9.6.1. by a written agreement between the Parties;
  - 9.6.2. upon cancellation of the contract granting access to the network on the grounds specified in the contract granting access to the network and legislation;

- 9.6.3. upon termination of a customer who is a legal person, unless the contract granting access to the network has been transferred to the legal successor of the legal person;
- 9.6.4. if, at the customer's request or for reasons at the customer's request, the gas supply has been interrupted for more than 3 consecutive years or the gas has not been consumed over a network connection for more than 3 years, unless the parties have agreed otherwise;
- 9.6.5. on other grounds provided for in the legislation.
- 9.7. In the event of the death of a customer who is a natural person, the contract granting access to the network does not expire but is transferred to the person who inherited the customer installation. Upon becoming aware of the death of the customer, the network operator has the right to reformat the network contract in the name of the heir by notifying the heir thereof.
- 9.8. The customer has the right to terminate the contract granting access to the network at any time, notifying the network operator at least 1 month in advance.
- 9.9. If the customer wishes to terminate the contract granting access to the network due to the transfer of the customer installation and the customer submits the application for cancellation of the contract granting access to the network together with the application of the new owner of the customer installation for concluding the contract granting access to the network, the contract granting access to the network shall terminate on the business day following the day of submission of the joint application, unless otherwise agreed. It is not possible to terminate the contract granting access to the network retroactively.
- 9.10. The network operator has the right to cancel the contract granting access to the network if:
  - 9.10.1. the gas supply has been interrupted due to a breach of the contract granting access to the network and this interruption has lasted for at least 180 consecutive calendar days and the customer has not eliminated the circumstance which was the basis for the interruption of the gas supply during that period;
  - 9.10.2. the customer has materially violated the obligations arising from the contract granting access to the network or the conditions provided by legislation and has not eliminated the violation within a reasonable time given by the network operator and therefore the network operator cannot reasonably be expected to continue performing the contract;
  - 9.10.3. the customer installation has been transferred and the customer has no legal basis for its use;
  - 9.10.4. the customer installation or network connection has been destroyed or liquidated and the customer has not expressed a wish to restore the network connection within a reasonable time;
  - 9.10.5. there is another basis provided by law.
- 9.11. Unless another notice period is prescribed in the contract granting access to the network or legislation, the network operator shall notify the customer of the cancellation of the network contract at least 30 calendar days in advance. In the case specified in clause 9.10.2, the network operator shall notify the customer of the cancellation of the contract granting access to the network at least 7 calendar days in advance. In the case specified in clause 9.10.3, the network operator has the right to cancel the contract without observing the notice period.
- 9.12. If the gas supply of the customer installation has not been interrupted earlier, the gas supply shall be interrupted no later than on the day of termination of the network contract, unless an application for cancellation of the contract granting access to the network is submitted in accordance with clause 9.9.
- 9.13. Upon termination of the contract granting access to the network, the customer undertakes to allow the network operator to perform network operations, inspect the metering device of the customer installation and, if necessary, record the meter reading, and the customer undertakes to pay all outstanding payments by the due date.
- 9.14. If the measuring point is equipped with a remotely readable meter, the final reading of the measuring instrument on the date of termination of the contract granting access to the network shall be deemed to be the final reading of the measuring instrument. If the customer does not allow the network operator to perform operations in accordance with clause 9.13, the final reading of the measuring instrument shall be the reading recorded by the network operator at the earliest opportunity after the termination of the contract granting access to the network.

- 9.15. If the measuring point is not equipped with a remotely readable meter, the final reading of the measuring instrument on the date of termination of the contract granting access to the network shall be deemed to be the final reading of the measuring instrument:
- 9.15.1. a set out reading when performing a network operation;
  - 9.15.2. a reading set out during the performance of a previous network operation if the gas supply has been interrupted earlier and the network operator does not consider it necessary to inspect the measuring instrument and record the reading of the measuring instrument upon termination of the contract granting access to the network;
  - 9.15.3. the indication fixed in the application specified in clause 9.9 or the indication notified in accordance with the procedure specified in this application, if the gas supply of the customer installation is not interrupted in accordance with clause 9.12;
  - 9.15.4. the reading recorded by the network operator at the earliest opportunity after the termination of the contract granting access to the network, if the final reading of the measuring instrument has not been established pursuant to the procedure specified in the preceding clauses.
- 9.16. Upon termination of the contract granting access to the network, the network operator does not have to ensure that the possibility to use the network connection is maintained. After the termination of the contract granting access to the network, the network connection shall be restored under the conditions agreed in the subscription agreement concluded with the network operator.
- 9.17. If the parties have agreed in writing that, unlike the provisions of clause 9.6.4 , the contract granting access to the network is not terminated, the customer undertakes to pay the network operator a fee for maintaining the possibility of restoring the network connection in accordance with the valid price list.
- 9.18. Upon termination of the contract granting access to the network for any reason, the provisions of the contract granting access to the network which, by their very nature, establish the rights and obligations of the Parties after the termination of the contract granting access to the network shall continue to apply.

## **10. Liability of the parties**

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- 10.1. The parties shall be liable for improper performance or non-performance of the obligations provided for in the contract granting access to the network (breach of the obligation), including for the activities of persons whom they use in the exercise of their rights and obligations or who they authorise to do so.
- 10.2. A breach of an obligation is excusable if the party breached the obligation due to force majeure. Force majeure is an incidence that could not be influenced by a party and, in accordance with the principle of reasonableness, it could not be expected that the party, at the time of concluding the contract granting access to the network or incurring a non-contractual obligation, would take this incidence into account or avoid it or exceed the impending circumstance or its consequence.
- 10.3. Failure to comply with the financial obligations arising from the contract granting access to the network is not, as a rule, excused by force majeure.
- 10.4. If the effect of the force majeure is temporary, the breach of the obligation shall be excusable only for the period during which the force majeure prevented the performance of the obligation.
- 10.5. The limitations and exclusions of liability set out in the contract granting access to the network shall not apply if such liability cannot be limited or excluded in accordance with applicable law.
- 10.6. A party shall indemnify the other Party for direct property damage caused by non-performance or improper performance of the obligations provided for in the contract granting access to the network, but not more than 25% of the amount of the 12-month network fee for the customer installation. Other damage, including non-pecuniary damage and income foregone, is not subject to compensation. At the request of the injured party, the proven damage shall be compensated no later than within 60 calendar days as of the submission of the application.
- 10.7. In the event of a breach of the obligation specified by the customer in clause 3.13 or 5.4 , the network operator has the right to demand a contractual penalty of 20% of the minimum monthly fee established by the Government of the Republic for full-time employment.

- 10.8. In the event of a breach of the obligation specified in clause 3.15 by the customer, if the network operator is unable to identify the customer's actual consumption or perform network operations on the bases and pursuant to the procedure established in clause 8, the network operator has the right to demand a contractual penalty of 20 euros for each repeated breach.
- 10.9. If the gas supply interrupted by the network operator has been restored without the consent of the network operator, the network operator has the right to demand a contractual penalty of 20% of the minimum monthly fee established by the Government of the Republic for full-time employment.
- 10.10. The network operator has the right to change the location of the measuring instrument in the event of illegal use of the network service and gas or in the event of non-compliance by the customer with clause 3.15 and demand compensation from the customer for the costs incurred.

## **11. Governing law and dispute resolution**

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- 11.1. The legislation of the Republic of Estonia applies to the content of the contract granting access to the network.
- 11.2. Disagreements and disputes arising from the performance, amendment or termination of the contract granting access to the network shall be resolved by the parties primarily via negotiation, based on law and the contract granting access to the network and taking into account established traditions and practice, unless the traditions or practice is contrary to law or contract granting access to the network.
- 11.3. The network operator shall respond to the complaint submitted by the customer within 10 working days. If it takes a longer time to respond to the complaint, the network operator shall notify the customer thereof and submit a response to the complaint no later than within one month after receiving the complaint.
- 11.4. The customer may file a complaint with the Competition Authority against the acts or omissions of the network operator which are in conflict with the Natural Gas Act or legislation established on the basis thereof.
- 11.5. If disputes arising from the contract granting access to the network cannot be resolved through negotiations between the Parties, the dispute shall be resolved in the court of the customer's place of residence or domicile. If the buyer settles abroad or transfers his or her place of business or location there after concluding the contract granting access to the network, or if the buyer's activity, residence or location is not known at the time of filing the action, the dispute shall be settled in the court of the Republic of Estonia. The foregoing shall not preclude the Parties from submitting an application in an expedited order for payment procedure in accordance with the jurisdiction provided for that procedure.

## **12. Notification**

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- 12.1. Notices related to the contract granting access to the network shall be forwarded to the other party in oral, written or reproducible form with the contact details indicated in the special conditions or communicated to the other party, unless a specific permitted form has been separately agreed in the contract granting access to the network for submitting a specific declaration of intent.
- 12.2. Unless otherwise provided in the contract granting access to the network, a notice giving immediate legal effect, in particular a notice giving rise to financial claims or obligations or affecting the validity of the contract granting access to the network, shall be deemed to have been given in writing or in a form that can be reproduced in writing. A digitally signed form is equivalent to a written form.
- 12.3. The network operator shall notify buyers of changes in the price list via its website.
- 12.4. Information which does not have direct legal effect may also be transmitted by telephone or electronic means.
- 12.5. A party is obliged to inform the other party of a change in contact details within 14 calendar days. If the contact details of a party have changed during the term of the contract granting access to the network and it has not informed the other Party, the notice shall be deemed to have been received by the party if it has been sent using the most recent contact details provided by the party. Publication of the relevant information on the website is also considered to be a notification of the change of the contact details of the network operator.
- 12.6. The parties shall immediately notify the other party of any circumstances that prevent the performance of the contract granting access to the network.

12.7. The customer has the right to access the consumption data of the customer installation via the network operator's website and, if the customer so requests, the network operator transmits the consumption data of the customer installation to the customer pursuant to the procedure provided by legislation.

### 13. Processing of personal data

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13.1. The network operator shall ensure the protection and processing of the personal data of the individual customer in accordance with the legislation and the principles for the use of personal data applied by the network operator, which are available on the network operator's website.

13.2. In the event of payment defaults, the network operator or the biller transmits data on the customer (name, personal identification code, contact information, language of communication, indebtedness information) to credit information authorised by the network operator (incl. AS Krediidiinfo, Creditinfo Eesti AS) which publishes customer data in the payment default register to enable third parties to assess the creditworthiness of the customer or to obtain information for other similar purposes. The personal data in the payment default register shall be available for up to 3 years as of the performance of the obligation by the customer.