

## Västerbergslagens Elförsäljning AB's ("VBE") Special Terms and Conditions for Electricity Supply Agreements with Business Customers Valid from 18 March 2026 (SE)

### 1. Conclusion and Validity of the Agreement

This agreement ("the Agreement") becomes valid from the day VBE accepts the Customer's order. A customary credit check may be carried out and may result in the order not being accepted, or that an acceptable security or prepayment is required before the agreement can begin.

Electricity delivery will start according to the parties' agreement, provided that the Customer has submitted complete and accurate information. The Customer is responsible for any costs related to agreements with other electricity suppliers.

### 2. Personal Data

VBE is the data controller and will process the Customer's personal data for the purposes stated in the applicable Privacy Policy, available at [vbenergi.se/personuppgifter-hos-vb-energi/](http://vbenergi.se/personuppgifter-hos-vb-energi/).

The Privacy Policy also includes information about the Customer's rights and how to exercise them, including the right to object to certain types of processing.

### 3. Contact Information

The Customer can reach VBE's customer service by phone at 0771-98 70 00 or by email at [info@vbenergi.se](mailto:info@vbenergi.se).

VBE's business customer service can also be reached by mail at: Västerbergslagens Elförsäljning AB, Box 860, 771 28 LUDVIKA.

### 4. Scope of the Terms and Conditions

Electricity delivery is governed by the written order confirmation, these special terms, and the industry's current General Terms and Conditions for the sale of electricity used in business or similar activities, currently *Elhandel 2025 N*.

In the event of any conflict, the order confirmation prevails first, then these special terms, and finally the General Terms and Conditions. The limitations in the General Terms and Conditions regarding VBE's right to require security or prepayment do not apply to this Agreement.

### 5. Information, Advice and Recommendations

#### 5a. Information on terms, prices and services

The applicable agreement terms, general terms, electricity prices, and information about VBE's other services are available via VBE's customer service or website.

#### 5b. Information, advice and recommendations

Any information, advice or recommendations provided by VBE—such as regarding the electricity market, choice of contract type, or similar—do not mean that the Customer assigns to VBE the responsibility to decide on, for example, the choice of electricity contract.

VBE is not responsible for the Customer's decisions and cannot be held liable for their financial outcome.

### 6. Exceptional Situations, Taxes and Fees, etc.

VBE has the right, even during an agreed fixed contract period, to adjust the electricity price without prior notice as a result of events beyond VBE's control. Such events include war, governmental decisions (for example, changes in electricity bidding-zone classifications), disruptions in public transportation, extreme weather conditions, or any other exceptional event that significantly affects VBE's costs and that VBE could not have foreseen or reasonably prevented.

This also applies if existing taxes or fees are changed, if new ones are introduced, or if regulations regarding the electricity market are amended.

If any provision of the Agreement is or becomes invalid, this does not affect the validity of the remaining parts. The Agreement shall be adjusted as necessary to remove the invalidity, with the objective of maintaining or restoring the original balance of the Agreement.

If the Customer terminates a fixed-term contract or a Winter Protection (Vintertrygg) contract before the agreed period ends due to such changes, VBE is entitled to compensation in accordance with sections 17c, 18d, or 16c, respectively.

### 7. Complaints and Disputes

Complaints shall first be submitted to VBE's customer service, which will handle the matter. If the issue cannot be resolved to the Customer's satisfaction, the dispute may in certain cases be resolved outside of court following supervision by the Swedish Energy Markets Inspectorate (*Energimarknadsinspektionen*).

Any dispute that, at the time legal action is initiated, exceeds two price base amounts shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The

seat of arbitration shall be Stockholm. The arbitration proceedings and all documents arising from them, including the arbitration award, shall be confidential.

Either party is, however, entitled to apply for a payment order (*betalningsföreläggande*) or similar summary procedure for a clear and due claim, notwithstanding the above.

### 8. Transfer of the Agreement

The Customer agrees that VBE may transfer the Agreement to another party under unchanged terms.

The Customer does not have the right to transfer the Agreement to another party without VBE's written consent.

However, the Customer may transfer the Agreement to a wholly or partially owned subsidiary.

Both parties must notify the other party in writing and in good time if the Agreement is transferred to another company.

### 9. Invoicing and Payment

The Customer's Agreement is invoiced monthly in arrears based on measured consumption values provided by the Customer's grid operator.

The payment period is at least 15 days.

If the grid operator does not have measured values available, it will instead submit substitute values approved for billing in accordance with applicable regulations.

VBE must base its invoicing on these values.

### 10. Choice of Energy Source

The Customer may add an option requiring the supplied electricity to be produced from a specific energy source.

This option is not available for Assigned Contracts ("Anvisat avtal").

For fixed-price contracts, the option and agreed price apply until the end of the fixed term.

For Variable Price with Winter Protection and Quarter-Hour Price with Winter Protection, special terms apply according to section 16a.

For all other contracts, the option and agreed price for the selected energy source apply until further notice.

### 11. Supply Obligation and Move-out

If the Agreement is terminated without the Customer entering into a new electricity supply contract, VBE's current terms and prices for Assigned Contracts ("Anvisat avtal") will apply to continued electricity delivery.

The Agreement ends when the Customer permanently moves out.

VBE has the right to require proof that a permanent move has taken place.

### 12. Special Terms for Variable Price - Monthly Price

#### 12a. Electricity Price

The final electricity price is determined monthly in arrears and consists of a volume-weighted average of the quarter-hour spot prices on Nord Pool for the relevant bidding zone, VBE's variable electricity procurement costs, the fixed electricity certificate fee, and a fixed markup (öre/kWh). A fixed annual fee is added.

The volume-weighting of spot prices is based on the consumption profile of all VBE installations settled monthly within each bidding zone. VBE's variable procurement costs consist of costs for electricity trading, and costs for guarantees of origin for the fossil-free mix.

### 13. Special Terms for Quarter-Hour Pricing (Kvartspris)

#### 13a. Definition

A *quarter* refers to a 15-minute interval starting on the hour, at 15 minutes past, at the half-hour, or at 15 minutes to the hour.

#### 13b. Ordering Quarter-Hour Pricing

Quarter-Hour Pricing requires that the Customer's electricity consumption is measured every 15 minutes.

Before the Agreement begins, VBE has the right—according to applicable regulations—to request that the Customer's grid operator adjusts metering and reporting to support quarter-hour measurement.

If electricity delivery begins before the installation has been adjusted, delivery will initially follow the terms for *Variable Price - Monthly Price* until the grid operator has completed the adjustment.

#### 13c. Electricity Price

The final electricity price per quarter is determined monthly in arrears and consists of the quarter-hour spot price on Nord Pool for the relevant bidding zone, VBE's variable electricity procurement costs, the fixed electricity certificate fee, and a fixed markup (öre/kWh).

VBE's variable procurement costs consist of costs for electricity trading and costs for guarantees of origin for the fossil-free mix. On

the invoice, the price is shown as the Customer's volume-weighted price.

This is calculated for the billing period based on the Customer's quarter-by-quarter consumption, and Nord Pool's quarter-hour spot prices,

after deducting VBE's variable procurement costs.

Quarter-level consumption and price information is available under "Mina sidor" on VBE's website.

#### **14. Special Terms for Assigned Contracts (Anvisat avtal)**

##### **14a. Electricity Price**

The final electricity price is determined monthly in arrears and consists of a volume-weighted average of the quarter-hour spot prices on Nord Pool for the relevant bidding zone, VBE's variable costs for electricity trading, the fixed electricity certificate fee, and a fixed markup (öre/kWh).

A fixed annual fee is added.

The volume weighting of spot prices is based on the consumption profile of all VBE installations settled monthly within each bidding zone.

#### **15. Common Special Terms for Variable Price - Monthly Price, Quarter-Hour Price, and Assigned Contracts**

##### **15a. Electricity Markets**

Other equivalent electricity markets used for physical electricity trading shall be treated the same as Nord Pool under this Agreement if VBE uses such a market instead of Nord Pool.

##### **15b. Changes to Terms**

VBE has the right to change agreement terms and prices for the fixed electricity certificate fee, fixed markups, the fixed annual fee, and the selected energy source.

For Variable Price and Quarter-Hour Price, the Customer must be notified of such changes no later than two months before they take effect.

For Assigned Contracts, notification must be provided no later than two weeks before the change takes effect.

**15c. Duration and Termination** The Agreement is valid until further notice. Variable Price and Quarter-Hour Price contracts may be terminated by either party with one month's notice. Assigned Contracts may be terminated by the Customer without any notice period. If the Customer chooses to enter into a new electricity contract with VBE, this Agreement ends on the day electricity delivery under the new contract begins.

#### **16. Special Terms for Variable Price with Winter Protection (Vintertrygg) and Quarter-Hour Price with Winter Protection**

##### **16a. Electricity Price and Choice of Energy Source**

The Agreement begins with an agreed Winter Protection period, during which the electricity price, annual fee, and the price for the selected energy source remain unchanged.

When the Winter Protection period ends, a subsequent period.

#### **17. Special Terms for Fixed-Price Contracts**

##### **17a. Fixed-Term Electricity Price**

The electricity price and the annual fee remain unchanged during the agreed fixed term. Applicable VAT is added.

As stated in section 6, VBE may, in certain situations—such as the introduction of new taxes or changes in electricity bidding-zone classifications—adjust the electricity price even during the fixed term.

##### **17b. Automatic Renewal**

If the Agreement is not terminated, it will automatically renew with the contract type, prices, and terms specified in the notice sent to the Customer no earlier than 90 days and no later than 60 days before the end of the current fixed term.

The new fixed-term period may not exceed twelve months.

##### **17c. Termination**

Either party may terminate the Agreement no later than one month before the end of the current fixed term.

If the Customer terminates and breaks the Fixed-Price Agreement before the fixed term has ended, VBE is entitled to compensation.

The compensation is based on the Customer's estimated electricity consumption for the remaining contract period.

The compensation per kWh corresponds to the difference between the Agreement's electricity price + the Agreement's price for the selected energy source, and the electricity price + selected-energy-source price of a comparable contract available at the time of termination.

If no comparable active customer offer exists at the time of termination, a linear weighting is applied between the closest comparable contracts.

VAT is not included in the compensation.

Compensation is due even if electricity delivery has not yet started at the time of early termination.

No compensation is charged if the termination is solely due to the Customer's permanent move, or the electricity price +

selected-source price of a comparable contract at the time of termination is higher than or equal to the Agreement's corresponding sum.

#### **18. Special Terms for Mixed Price Contracts (Mixat elpris)**

##### **18a. Contract Structure**

The Agreement is fixed-term for the agreed contract period.

It consists of Fixed Price for half of the monthly electricity consumption, and Variable Monthly Price for the other half.

##### **18b. Electricity Price and Choice of Energy Source**

For the portion billed at Fixed Price, section 17a applies.

For the portion billed at Variable Monthly Price, sections 12a and 15a apply.

A fixed annual fee and applicable VAT are added.

If an energy-source option is selected, the option applies to the entire electricity consumption and remains fixed for the full contract period.

##### **18c. Automatic Renewal**

If the Agreement is not terminated, it will automatically renew with the contract type, prices, and terms specified in the notice sent to the Customer between 90 and 60 days before the end of the current fixed term.

The renewed contract may not exceed twelve months in duration.

##### **18d. Termination**

Either party may terminate the Agreement no later than one month before the end of the current fixed-term period.

If the Customer terminates and breaks a Mixed Price Agreement before the end of the fixed term, VBE is entitled to compensation for the portion that would have been delivered at the Fixed Price.

The compensation is calculated according to section 17c.

It begins (valid until further notice), during which for *Variable Price with Winter Protection*, the electricity price follows sections 12a and 15a, for *Quarter-Hour Price with Winter Protection*, the electricity price follows sections 13c and 15a. The supply based on the chosen energy source ends at the same time as the Winter Protection period. Electricity is thereafter supplied with a Fossil-Free mix. During the Winter Protection period, the contract is referred to as Vintertrygg, and during the subsequent period as Variable Price or Quarter-Hour Price.