

## 1. Scope of the agreement

This agreement ("Agreement") covers VBE's purchase of surplus electricity produced from renewable energy sources, such as solar, wind, or water ("Surplus Production") from private individuals who have installed an electricity production facility primarily for their own use ("Seller"). The agreement only applies to electricity production facilities that are connected to the grid and covered by a special subscription for both input and output of electricity with a main fuse of max 63 A and that can input a power of up to 43.5 kW. VBE ensures agreements with the balance responsible party in accordance with Svenska Kraftnät's regulations. For electricity delivery, written agreement confirmation and these terms apply. In case of any contradiction, the agreement confirmation takes precedence over the terms of the Agreement.

## 2. Agreement Entry and Validity

The Agreement is valid from the day VBE accepts the Seller's offer and is valid indefinitely. The Agreement can be terminated by either party with one month's notice.

VBE's purchase of Surplus Production according to the Agreement starts from the date agreed upon by the parties, provided that the Seller has provided complete and correct information, and that the conditions stated in point 1, paragraphs 1-2 of the Agreement are met and the seller has fulfilled their obligations according to point 5 of the Agreement.

## 3. Personal Data

VBE is the data controller and will process the Seller's personal data in accordance with the purposes stated in the current Privacy Policy available at [vbenergi.se/personuppgifter-hos-vb-energi](http://vbenergi.se/personuppgifter-hos-vb-energi). The Privacy Policy also contains information about the rights the Seller has and how the Seller exercises them, including the right to object to certain processing.

## 4. Contact information

The Seller can reach VBE's customer service via phone 0771-98 70 00 or email [info@vbenergi.se](mailto:info@vbenergi.se). From time to time, a chat function is available on VBE's website, [vbenergi.se](http://vbenergi.se). VBE can also be reached at the address: VB Energi, Box 860, 771 28 LUDVIKA.

## 5. Sellers obligations

The Seller undertakes to sell and deliver all their Surplus Production that is fed from the Seller's input point to VBE. The Seller further undertakes to maintain a valid electricity trading agreement with VBE for the entire consumption need at the facility address from which the Surplus Production is fed in during the validity period of the Agreement. The entire consumption need refers to the electricity that the Seller, in their capacity as a customer of VBE, actually withdraws from the grid at the facility address. The Seller undertakes to sign a separate agreement for input with the grid company whose grid the Seller's electricity production facility is connected to ("Grid Company"). The Seller is responsible for all costs related to this. If the Seller is or becomes VAT registered during the term of the agreement, it is the Seller's responsibility to immediately notify VBE of the assigned VAT registration number. If a VAT registered Seller ceases to be VAT registered, the Seller is responsible for immediately notifying VBE of this and the time at which the VAT registration ceased.

## 6. VBE:s obligations

VBE undertakes to purchase and receive all the Seller's Surplus Production that is fed in from the Seller's input point. VBE ensures agreements with the balance responsible party in accordance with Svenska Kraftnät's regulations for the Seller's electricity delivery to VBE from the Seller's electricity production facility. VBE is responsible for notifying the Grid Company that VBE will start purchasing and receiving the Seller's Surplus Production at the Seller's input point and that VBE has ensured agreements with the balance responsible party for this.

## 7. Taxes, other fees and adaptations to laws

The Seller is responsible for paying all possible taxes or fees related to the sale of Surplus Production. If any provision of the Agreement is or becomes invalid, this shall not affect the validity of the other parts of the Agreement. The content of the Agreement shall be adjusted to the necessary extent to eliminate the invalidity, with the aim of preserving or restoring the original balance of the Agreement.

## 8. Complaints and Disputes

Complaints are primarily made to VBE's Customer Service, which handles the matter. If the matter is not resolved satisfactorily, a

continued dispute can be tried by a general court.

## 9. Transfer of agreement

The Seller agrees that VBE may transfer the Agreement to another party under unchanged conditions. The Seller may not transfer this agreement to another party.

## 10. Measurement of Seller's input

Measurement of the Seller's input of Surplus Production shall be done through quarterly measurement performed and reported by the Grid Company. If the Seller has reason to suspect that the measuring device is not working, that it has registered other input than the actual one, or that errors have occurred in the collection of measurement values, the Seller shall immediately contact the Grid Company. VBE only compensates the Seller for the input that the Grid Company has reported to VBE.

## 11. Electricity price and compensation

**11a. Transition to quarterly price:** A quarter refers to a 15-minute interval starting on the hour, 15 minutes past, half past, or 15 minutes to the hour. At the time Nord Pool's pricing transitions from hourly to quarterly, the pricing will be based on Nord Pool's quarterly prices instead of their hourly prices. The transition occurs without prior notice. If the Seller's grid company lacks measured quarterly values, the grid company will, in accordance with regulations, send replaced measurement values approved for invoicing. VBE shall base invoicing on these measurement values.

**11b. Electricity price and compensation:** The electricity price that VBE has to pay for Surplus Production according to this Agreement is the hourly/quarterly spot price on Nord Pool for the electricity area where the Seller's facility is located. Additionally, a deduction or surcharge in öre/kWh is made according to the agreement. When invoicing, the price for electricity is shown as the Seller's average price for all hours/quarters of the invoicing period. Information for individual hours/quarters is available on VBE's website.

**11c. Electricity markets:** Other equivalent electricity markets for physical electricity trading shall be equated with Nord Pool according to this Agreement in the event that VBE would use such an electricity market instead of Nord Pool.

## 12. Invoicing and payment terms

VBE's purchase of Surplus Production according to the Agreement will be self-invoiced and co-invoiced with the Seller's electricity trading agreement for electricity delivery to the facility address and is, except for what is stated in this point, subject to the same payment terms as apply to the Seller's electricity trading agreement with VBE. Self-invoicing occurs by compensation for Surplus Production being deducted from the total amount on VBE's invoice regarding the Seller's electricity trading agreement with VBE. If the compensation for VBE's purchase of Surplus Production at an invoicing occasion exceeds the amount the Seller has to pay for electricity delivery, the excess amount will either be paid out to the Seller in connection with invoicing or deducted from the next invoice.

## 13. Amendment of terms

Unless otherwise agreed, VBE has the right to change the pricing of electricity price and compensation according to point 11b of the Agreement and the terms of the agreement provided that the Seller is notified of the changes at least two months in advance.

## 14. Premature termination

If the conditions stated in point 1, paragraphs 1-2 of the Agreement no longer exist, the seller has not fulfilled their obligations according to point 5, or if the Seller significantly breaches any condition of the Agreement, VBE has the right to terminate the agreement immediately. In such termination, the Seller is not entitled to compensation from VBE due to the termination. Upon the Seller's definitive departure, the Agreement ceases to apply.

## 15. Force Majeure

A party is not obliged to fulfill the agreement if fulfillment is significantly hindered due to obstacles beyond their control. Obstacles include war, government decisions, disruptions in public transport, extreme weather conditions, or other events of exceptional nature that significantly affect the fulfillment of the Agreement and that the party could not foresee and whose adverse impact the party could not reasonably eliminate.