

**PEAK LOAD CAPACITY AGREEMENT NRO XXXX / 2015**

**CUSTOMER**

**AND**

**FINEXTRA OY**

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## **PEAK LOAD CAPACITY AGREEMENT**

### **1 PURPOSE OF AGREEMENT**

The customer (hereafter Customer) and Finextra Oy (hereafter Finextra) use this agreement (hereafter Agreement) to agree on the parties' rights and obligations.

Finextra, a fully-owned subsidiary of Fingrid Oyj, takes care of the public service obligation referred to in the peak load capacity act (117/2011, act on peak load capacity which secures a balance between electricity production and consumption, hereafter Act).

### **2 VALIDITY OF AGREEMENT**

This Agreement will enter into force once both parties have signed it.

The application of this Agreement will commence on 1 July 2015.

This Agreement shall be valid until 30 June 2017.

### **3 PEAK LOAD CAPACITY FEE AND ITS DETERMINATION**

The peak load capacity system is financed by means of separate fees based on the utilisation of the power system and the high-voltage transmission grid. The fees, which the transmission system operator with system responsibility is entitled to collect from the users of transmission services, are levied from electricity consumption.

The amount of the peak load capacity fee charged from the Customer is determined on the basis of the compensations paid to power plant units and facilities capable of demand response of electricity. The peak load capacity fee is also used for covering the reasonable costs borne by Finextra and a reasonable return for the management of the peak load capacity system.

Finextra pays power plant units and facilities capable of demand response of electricity a compensation specified by the procurement decision of the Energy Market Authority in retrospect in three-month periods.

#### **3.1 Peak load capacity fee**

The Customer shall pay the peak load capacity fee in retrospect in periods of three months on the basis of the volume of electricity consumption determined at the connection points used in the Customer's grid invoicing. The billing periods are from the 1 January to 31 March, 1 April to 30 June, 1 July to 30 September, and 1 October to 31 December. The connection points used in the invoicing and the related measurements refer to the main grid agreement's Appendix about the connection points and measurements as the basis of invoicing.

The unit price of the peak load capacity fee is determined by the total costs caused by the arrangement, presented under section 3, divided by the total consumption in accordance with grid invoicing, in three-month periods.

### 3.2 Value-added tax and other indirect taxes and charges

In addition to the fees specified in this Agreement, the Customer shall pay Finextra the valid value-added tax plus the potential other indirect taxes and charges imposed on Finextra by authorities, concerning the peak load capacity system specified in this Agreement.

## 4 TERMS OF PAYMENT

### 4.1 Period of payment

The Customer shall pay the fees specified under items 3.1 and 3.2 on the basis of an invoice sent by Finextra. The period of payment is 14 days. The due date shall be marked on the invoice.

### 4.2 Complaints

When necessary, the Customer shall make complaints regarding the invoice in writing. Finextra shall verify the invoice and send a potential credit note or rectification invoice to the Customer without delay. The complaint does not exempt the Customer from the payment obligation by the due date unless otherwise agreed upon between the parties.

### 4.3 Interest on arrears

If a payment to be made by the Customer is delayed and the invoice is not essentially incorrect, the Customer shall pay Finextra the annual interest on arrears stated on the invoice from the due date to the date of receipt of the payment. The annual interest on arrears is the reference rate of interest in accordance with the valid Interest Act.

## 5 TRANSFERRING OR TERMINATING THE AGREEMENT

### 5.1 Transferring the Agreement

A party is allowed to transfer this Agreement to a third party through an advance written consent given by the other party.

### 5.2 Terminating and dissolving the Agreement

If the duties of Finextra related to the administration of the peak load capacity, based on the Act, finish or change considerably, Finextra has the right to terminate this Agreement. Finextra's obligations and rights based on this Agreement shall finish at the moment of termination.

If the Customer's grid service agreement with Fingrid Oyj finishes, the validity of this Agreement shall also finish.

## 6 DISPUTES

If the Customer regards that a payment determined by what has been stipulated above does not conform to the said regulations, the Customer and Finextra shall negotiate on settling the matter. If the dispute cannot be settled, the matter shall be subjected to the Energy Market Authority.

**7 OTHER TERMS OF AGREEMENT**

The administration of the peak load capacity system is subject to this Agreement, the Act, the grounds for the determination of fees levied within the peak load capacity as confirmed through the decisions of the Energy Market Authority, and the rules of use of the peak load capacity.

If amendments are made to the Act or to the rules or terms of the Energy Market Authority, the valid regulations shall be followed as from their entry into force.

**8 SIGNATURES**

This Agreement has been made and signed in two identical copies one for either party.

\_\_\_\_\_ date \_\_\_\_\_ month \_\_\_\_\_ year  
Place

Customer

in Helsinki \_\_\_\_\_ date \_\_\_\_\_ month \_\_\_\_\_ year

Finextra Oy