

**MAIN GRID CONTRACT NO. XXXX/2016**

**CUSTOMER OY**

**AND**

**FINGRID OYJ**

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## **1 CONTRACTING PARTIES AND PURPOSE OF CONTRACT**

With this contract (hereinafter Contract), Customer Oy, Business ID xxxxxxx-x (hereinafter Customer), and Fingrid Oyj, Business ID 1072894-3 (hereinafter Fingrid), agree on the Contracting Parties' responsibilities, rights and obligations.

Through this Contract, the Customer obtains the right to transmit electricity in the main grid via the Customer's connection points listed in Appendix 3. The Contract requires that the Customer has valid connection agreements for its connection points in the main grid, as well as an open electricity delivery contract. Appendix 3 of this Contract shall be amended to conform to any changes that take place in the Customer's connection points, and in the electricity network, power plants or measurements connected to them.

## **2 VALIDITY OF CONTRACT**

This Contract will enter into force when it has been signed by both parties. This Contract shall be applied as of 1 January 2016, and is valid until further notice.

## **3 TERMS AND CONDITIONS OF CONTRACT**

The documents listed below, together with the Contract, constitute the entire Contract.

Appendix 1 Main Grid Service Terms and Conditions  
Appendix 2 Main Grid Service Pricing  
Appendix 3 Customer's Connection Points, and Measurement and Invoicing Details

The appendices that are in effect are published on Fingrid's internet and extranet pages.

## **4 AMENDMENTS TO CONTRACT**

If new regulations concerning the single European electricity market, amendments to the Finnish Electricity Market Act, or new implementation provisions which bind Fingrid come into effect while this Contract is in force, Fingrid will change the Contract or its terms and conditions accordingly. If the scope of the main grid changes, Fingrid will change the Customer's connection points and measurement and invoicing details listed in the Contract appendix to correspond to the new situation.

Changing the Service Terms and Conditions requires approval from the Energy Authority or that the new regulations are binding as such on the Contracting Parties. If possible, changes concerning the main grid service terms and conditions are announced at least six (6) months before the change takes effect. Fingrid additionally has the right to make changes, if necessary, to the Contract appendices and application instructions; such changes are not used to change the Customer's rights and obligations.

Before the Contract, its appendices or application instructions are changed, Fingrid processes the changes together with the Energy Authority, who assesses whether the change in question requires advance approval from the authorities.

## **5 CONFIDENTIALITY**

The Contracting Parties agree to maintain the confidentiality of any information about one another that has been deemed confidential. Both Contracting Parties are obligated to carefully store confidential information. The confidentiality obligation shall continue after the Contract expires for as long as the confidentiality of the information

is of significance to the party handing over the confidential information. The confidentiality obligation is valid, however, for a maximum of ten (10) years, unless otherwise agreed in writing by the contracting parties or unless otherwise required by legislation.

The confidentiality obligation does not, however, prevent a Contracting Party from handing over or revealing confidential information if the Contracting Party is under obligation to do so on the grounds of the law or a decree, or by order of the authorities or the court.

## **6 TRANSFERRING, TERMINATING AND DISSOLVING THE CONTRACT**

### **6.1 Transferring the Contract**

A Contracting Party may transfer the Contract to a third party upon the advance written consent of the other Contracting Party.

### **6.2 Terminating and dissolving the Contract**

The Customer has the right to terminate this Contract with a period of notice of one (1) month. Without limiting Fingrid's obligations pursuant to the Electricity Market Act, Fingrid has the right to terminate the agreement upon giving twelve (12) months' notice if any material changes that take place after the Contract is concluded require that changes be made to the main grid contracts or if the Contract otherwise no longer corresponds with the new circumstances. The notice of termination must be submitted in writing.

A Contracting Party has the right to dissolve the Contract if the other Contracting Party has substantially breached the Contract and has not rectified the breach within a reasonable period of time after receiving written notice to do so.

## **7 DISPUTES**

Any disagreements caused by this Contract which cannot be solved through mutual negotiations are to be solved by the Helsinki District Court as the first instance if the contracting parties do not agree in writing on another procedure.

## **8 OTHER CONTRACTUAL TERMS**

The contracting parties shall, without delay, provide one another with the information required for the application of this Contract and shall contribute to the implementation of this Contract. In providing information, the aim is for the exchange of information to be as automatic as possible.

**9 SIGNATURES**

This Contract has been drawn up and signed in two identical copies, one for each Contractual Party.

Place Day Month 2015  
Customer Oy

In Helsinki on Day Month 2015  
Fingrid Oyj

Appendices Appendix 1 Main Grid Service Terms and Conditions  
Appendix 2 Main Grid Service Pricing  
Appendix 3 Customer's Connection Points, and Measurement and Invoicing Details