

MAIN GRID SERVICE TERMS AND CONDITIONS 2020

Expired

Contents

1	APPLICATION OF MAIN GRID SERVICE TERMS AND CONDITIONS	3
2	DEVELOPMENT OF MAIN GRID.....	3
3	CUSTOMER'S CONNECTIONS TO THE MAIN GRID	3
4	SYSTEM RESPONSIBILITY	4
4.1	Contents of system responsibility	4
4.2	Customers connected to the Customer's electricity network	4
4.3	Power system management	4
4.4	Other necessary information exchange	5
4.5	Market information.....	5
5	QUALITY, RESTRICTIONS AND INTERRUPTIONS OF MAIN GRID SERVICE	5
5.1	Voltage and frequency variations in electricity transmission	5
5.2	Faults and disturbance situations	5
5.3	Maintenance, repairs and modifications to the main grid	6
5.4	Termination of open delivery	7
5.5	Interruption of grid service	7
5.6	Restriction of electricity usage	7
6	REACTIVE POWER AND REACTIVE POWER RESERVE	7
6.1	Use of reactive power.....	7
6.2	Reactive power reserve capacity and its maintenance	8
7	MEASUREMENTS AND ELECTRICITY PRODUCTION REPORTS.....	8
7.1	Arranging the measurements	8
7.2	Measurement at a location other than the connection point	8
7.3	Quality requirements concerning measurements.....	9
7.4	Space reservation for measurement.....	9
7.5	Production reports concerning the Customer's electricity network	9
7.6	Production and consumption reports concerning the Customer's electricity network	10
7.7	Consumption reports concerning the Customer's electricity network	10
7.8	The Customer's electricity network forms a distinct measurement area in imbalance settlement	10
8	FEES AND THEIR DETERMINATION	11
8.1	Netting.....	11
8.2	Electricity tax and related guarantees.....	12
8.3	Value-added tax and other indirect taxes and charges	13
8.4	Invoice correction	13
9	TERMS OF PAYMENT.....	13
9.1	Period of payment	13
9.2	Complaints	13
9.3	Interest on arrears	13
9.4	Default of payment	14
10	ADJUSTMENT OF FEES AND CONTRACTUAL TERMS	14
10.1	Measures by authorities	14
10.2	Elimination of disparity.....	14
11	DAMAGES	15
11.1	General conditions	15
11.2	Damages payable to the Customer	15
11.3	Damages payable to the Customer's customer	15
11.4	Customer's liability for damages.....	16
11.5	Other liability	16
12	FORCE MAJEURE.....	17

1 APPLICATION OF MAIN GRID SERVICE TERMS AND CONDITIONS

These Main Grid Service Terms and Conditions apply to the transmission of electricity on the main grid and they are a fixed component of the Main Grid Contract (hereinafter Contract) between the Customer and Fingrid (hereinafter Contracting Parties and, separately, Contracting Party).

These Main Grid Service Terms and Conditions are valid for the time being and will be updated as necessary if the circumstances change. The guidelines, technical terms and conditions and Fingrid's contact information referred to in the Main Grid Service Terms and Conditions are published on Fingrid's website.

2 DEVELOPMENT OF MAIN GRID

Fingrid develops the main grid and transmission links to other interconnected electricity networks on the basis of anticipated transmission needs by following the European electricity network dimensioning principles and engineering practices. The obligation to develop the main grid is based on the Finnish Electricity Market Act, Fingrid's electricity network licence and the European Union's electricity market legislation.

Fingrid's 400 kV main grid is developed according to the common European dimensioning principles, and Fingrid's other electricity networks are primarily developed on the basis of national criteria. Development of the main grid is based on customers' future needs, maintaining system security, promoting the functioning of the electricity market, cost-effectiveness, and managing the ageing of the grid.

The extent of the main grid can change as the electricity network is developed. Fingrid names the electricity network parts for its main grid according to the main grid definition. If an electricity network part that previously belonged to the main grid does not fulfil the criteria for the main grid at the time of naming, Fingrid can sell the transmission line in question or include it in its own high-voltage distribution network. Fingrid shall, as early as possible, provide the Customer with information about significant changes in the main grid affecting the Customer. Similarly, Fingrid can purchase grid parts that meet the main grid criteria and which are necessary for the main grid, and include them in the main grid.

The ten-year development plan for Finland's main grid is published every two years. The main grid development plan is used as the basis for Finland in the Europe-wide electricity network plan. For drawing up the main grid development plan, the Customer shall at Fingrid's request provide Fingrid with information on both Customer's development plans for high voltage electricity network and on electricity consumption and production forecasts concerning its connection points. Fingrid agrees to carefully store the confidential information and not to disclose it to third parties.

3 CUSTOMER'S CONNECTIONS TO THE MAIN GRID

The Customer's connections to the main grid are planned in co-operation with the Customer. New main grid connections are agreed on through a connection agreement that defines the Contracting Parties' rights, responsibilities and obligations concerning the connections, as well as ownership limits.

Fingrid's General Connection Terms (YLE), which are part of the connection agreement, specify the general technical requirements of electrical equipment connected to the electricity network. In addition, a power plant connected to the electricity network must meet both Grid Code Specifications for Power Generating Facilities (VJV) and Grid Code Specifications for Demand Connections (KJV). These

terms and requirements also apply to electrical equipment and power plants that are connected to the Customer's electricity network to the extent defined in the requirements.

The connection method influences the electricity network's availability and system security. The connection method and place in the main grid is determined on a case-by-case basis, taking into account the technical options, implementation costs and the system security and transmission capacity of the surrounding main grid. A solution that is, in terms of overall costs, techno-economically reasonable and has high system security is chosen as the method for implementing a connection, taking into account environmental and land-use aspects. A new connection and its surrounding electricity network must be safe to operate and maintain, and must not weaken the availability of the main grid and other connections to an unreasonable degree.

If the main grid must be reinforced due to the import or export of electricity directly or indirectly connected to the Customer's new or existing connection points, or due to an exceptionally large volume of electricity production or growth in consumption or due to some other reason, the reimbursement of expenses shall be agreed on separately by the Contracting Parties.

4 SYSTEM RESPONSIBILITY

4.1 Contents of system responsibility

As the organisation with system responsibility, Fingrid is responsible for Finland's power system pursuant to the Electricity Market Act and the decree on system responsibility.

4.2 Customers connected to the Customer's electricity network

The Customer is obligated, jointly with the customers who are directly or indirectly connected to the Customer's electricity network, to ensure that the customers' electricity networks and related electrical equipment fulfil Fingrid's General Connection Terms, and that these customers comply with the terms laid down by virtue of Fingrid's system responsibility and other terms and guidelines required in the Contract.

4.3 Power system management

Fingrid maintains and operates its main grid and its transmission links to other electricity networks by following the principles agreed upon with other transmission system operators and the terms of the electricity system licence granted by the Energy Authority.

Fingrid's Main Grid Control Center's operation control system monitors both the status of the power system and the networks of the customers connected to Fingrid's power grid to the extent necessary to maintain the system security required by system responsibility. The real-time measurement and status data must be in Fingrid's use before commissioning of a new connection. The real-time measurement and status data must be implemented and maintained according to the application instruction 'Real-Time Information Exchange'.

4.4 Other necessary information exchange

At least every five years, the Customer shall report to Fingrid any maintenance measures performed on a 110 kV network connected to the Customer's grid without protective equipment, including the trimming and harvesting of growing tree stock in the transmission line area and its immediate vicinity.

4.5 Market information

Fingrid publishes electricity market information in accordance with its statutory obligations and with the application instruction 'Commission regulation on submission and publication of data in electricity markets'. The Customer shall comply with, and make sure that third parties connected to its electricity network comply with, the statutory obligations related to the publication of market information.

5 QUALITY, RESTRICTIONS AND INTERRUPTIONS OF MAIN GRID SERVICE

5.1 Voltage and frequency variations in electricity transmission

The report 'Power Quality in Fingrid's 110kV Grid' maintained by Fingrid describes the general quality factors of electricity in Finland. The customer must be prepared for changes in the electricity quality at the 110 kV connection point and dimension their electrical equipment in such a way that they can withstand the voltage and frequency variation described in the report. In addition, the Customer is obliged to comply with the limits set in the report at their connection points for feeding currents with a frequency higher than the operating frequency into the main grid. If the Customer needs uninterrupted electricity supply or better than usual quality of electricity, the Customer shall ensure this by means of its own systems.

5.2 Faults and disturbance situations

Fingrid takes care of the clearing of serious disturbance situations which concern the entire power system and of restoring the system to a normal state. The Contracting Parties shall comply with the principles of Fingrid's 'General instructions for the management of serious disturbance situations in the power system'. In order to develop collaborative efforts, the Customer shall provide Fingrid with its own valid instructions concerning serious disturbances on the main grid electronically, in addition to the contact details of the monitoring facility or person responsible for the clearing of disturbances.

The Contracting Parties shall notify each other as soon as possible of faults and disturbances that have impact on the operation of the main grid, and will launch immediate isolation and security measures in the event of a disturbance.

The Contracting Parties have the right to disconnect their electrical equipment from the electricity network or to disconnect themselves from the network without advance warning in the event of, or to prevent, faults or disturbance situations in the electricity network.

If the electrical system or electrical equipment connected to the electricity network shows faults or shortcomings which disturb the operation of the power system and whose correction is considerably delayed, Fingrid has the right to restrict the Customer's main grid service or to interrupt it entirely.

The Customer shall report to Fingrid's operation center or shall require the electricity producer to report to Fingrid's Main Grid Control Center any disturbance situations in power plants that have a power rating of more than 50 MW and which are connected directly or indirectly to the Customer's electricity network. Such situations shall be reported within ten minutes from the start of the disturbance. Fingrid also has the right, upon separate request, to obtain information about smaller power plants in maintenance and disturbance situations. The Customer shall, at the earliest opportunity, give a more specific estimated duration of the production interruption.

5.3 Maintenance, repairs and modifications to the main grid

The Contracting Parties shall plan transmission outage arrangements together and attend to the implementation of the measures. The goal is for the transmission outages to cause as little disturbance as possible to the Contracting Parties. The Contracting Parties will provide one another with a transmission outage plan and the contact details of the switching directors. Each Contracting Party shall be responsible for its own transmission outage costs.

Fingrid draws up and maintains a transmission outage plan for the main grid. The transmission outages that concern the main grid and which affect the operation of the main grid are compiled in the transmission outage plan. Fingrid shall provide the Customer with the transmission outage plans that concern the Customer by the end of January of the current year.

Every year by the end of November, the Contracting Parties shall report to one another the preliminary transmission outage needs and extraordinary operating situations in their electricity networks with a rated voltage of at least 110 kV, where such outage needs and operating situations have an impact on the operation of the main grid for the next calendar year. The Contracting Parties shall inform each other immediately of any known transmission outage changes and extraordinary operating situations.

The Customer shall report to Fingrid or shall require the electricity producer to report to Fingrid the maintenance periods for power plants that have a power rating of more than 10 MW and which are connected directly or indirectly to the Customer's electricity network. Fingrid also has the right, upon separate request, to obtain information about smaller power plant units. The Customer must notify Fingrid of the maintenance periods annually by the end of November for the next calendar year, and any changes in the maintenance periods must be reported to Fingrid immediately. Upon separate request, the Customer must inform Fingrid of the production plans of power plants that are directly or indirectly connected to its electricity network.

Fingrid has the right to restrict or interrupt the main grid service due to maintenance, repair, modification, inspection, testing or other similar work on its grid. In such cases, Fingrid will take the Customer's needs into account when determining the schedule of the interruption and will aim to plan supplementary outage arrangements for grid service where possible.

In addition to the aforementioned schedules, European legislation and network codes may affect the planning of certain transmission outages. If the legislation or network codes require planning that deviates from what has been laid down above, the legislation or network codes shall take precedence.

5.4 Termination of open delivery

The Customer must have an open power supplier. If the Customer changes or takes on a new open supplier, Fingrid must be notified of such at least fourteen (14) days before the end of the open supplier's contract. If the Customer's open power delivery contract ends and Fingrid has not been notified of a new open supplier fourteen (14) days before the end of the open delivery, Fingrid has the right to immediately interrupt the Customer's grid service.

5.5 Interruption of grid service

Fingrid has the right to interrupt the Customer's electricity transmission if the customer has substantially defaulted on its payment to Fingrid or has otherwise substantially neglected the obligations arising from the Main Grid Contract.

5.6 Restriction of electricity usage

Fingrid, as the grid operator with system responsibility, has the right to restrict its customers' direct or indirect use, production, imports or exports of electricity if the functioning of the power system is threatened, by taking into account the vital functions of society overall, potential orders given by authorities, valid plans and obligations concerning the management of a electricity shortage and clearing of serious disturbance situations as well as the prevailing circumstances.

In an electricity shortage situation the Contracting Parties shall comply with the power shortage instructions maintained by Fingrid. In order to develop and harmonise the instructions, the Customer shall provide Fingrid with its existing power restriction plan electronically.

If the frequency of the grid drops as a result of a serious disturbance, and the maintained disturbance reserve is not sufficient to cover the resulting power shortage, according to the Network Code on Emergency Restoration (COMMISSION REGULATION (EU) 2017/2196), the automatic underfrequency protection shall disconnect certain amount of electricity consumption to avoid a major disturbance of the electricity system. The disconnection of loads must be carried out in accordance with the document "Implementation of low-frequency demand disconnection (LFDD) schemes in Finland" which is part of the system defence plan drawn up by Fingrid.

6 REACTIVE POWER AND REACTIVE POWER RESERVE

6.1 Use of reactive power

Fingrid delivers and receives reactive power on an hourly basis without separate compensation in accordance with the reactive power window specified for the individual connection points. The delivery and invoicing of reactive power shall be subject to the application instruction 'Supply of reactive power and maintenance of reactive power reserves'. Fingrid's reactive power delivery obligations shall remain in force during the normal operating situation of the main grid.

The hourly mean power of the Customer's reactive power output and input is monitored by connection point. If the use of reactive power at an individual connection point is exceeded, Fingrid has the right to invoice the operator of the connection point the excess amount in accordance with the service pricing in Appendix 2.

Fingrid shall report to the Customer on the use of reactive power at an individual connection point in Fingrid's digital services.

6.2 Reactive power reserve capacity and its maintenance

Power plants over 10MW or having connection point voltage of at least 110kV must support the power system's voltage by means of the reactive power reserves during faults and disturbances at power plants and in the electricity network; and if so agreed upon separately, for short periods of time also during repairs and maintenance at power plants and in the electricity network.

The reactive-power-generating capacity of power plants over 10MW or having connection point voltage of at least 110kV must be consistent with Fingrid's setpoint values for voltage and reactive power.

The reactive-power-generating capacity and intake capacity of a power plant connected to the main grid with a rated voltage of 400kV shall, while the power plant is connected to the grid, be reserved as a reactive power reserve in full, with the exception of the reactive power consumed by the transformer(s) of the power plant in question and by the power plant's house load.

For power plants with a rated voltage of 220kV or 110kV that are connected to the electricity network and for power plants over 10MW, half of the reactive-power-generating capacity and intake capacity of the power plant, measured at the connection point, shall be reserved as a reactive power reserve for the main grid while the power plant is connected to the grid. The Customer shall also oblige any third party connected to its electricity network to follow the maintenance obligation concerning the reactive power reserve of a power plant.

The reactive-power-reserve capacity and the maintenance thereof is obligation-based and draws on the applicable Specifications for the Operational Performance of Power Plants. No compensation is paid for maintaining reactive power reserve capacity and for generating the reactive power reserve.

7 MEASUREMENTS AND ELECTRICITY PRODUCTION REPORTS

7.1 Arranging the measurements

Fingrid is responsible for arranging and maintaining the necessary measurements of electric power transmitted through the connection point. The measurement can take place at the connection point or elsewhere in the Customer's network or in Fingrid's grid if the measurement cannot be reasonably arranged directly at the connection point.

The Customer shall inform Fingrid without delay of any building projects, switching changes or faults in the network or in a power plant which require changes in the measurements, correction of measurement readings or the determination of calculated measurement readings.

7.2 Measurement at a location other than the connection point

If the measurement takes place in the Customer's electricity network, the hourly transmission and transformer losses between the connection point and the measurement point shall be included in Fingrid's power balance. If the measurement takes place in Fingrid's electricity network at a point other than the Customer's connection point, the losses shall be included in the Customer's power balance.

Fingrid shall calculate the hourly losses between the connection point and measurement point by means of line and transformer constants and measured hourly energies and, based on the location of the measurement, shall invoice or credit the Customer in accordance with the calculated hourly loss energy volumes twice a year.

Losses are not invoiced or credited if the amount is less than one hundred (100) euros.

The Customer is responsible for the accuracy of the given transformer data and for updating the data. If the reported transformer data contains significant errors, the Contracting Parties shall agree on a retroactive correction extending further back in time, however no longer than the start of the current year.

The price of loss energy is based on the daily market hourly price within a bidding area in Finland. If the determination of the above hourly price is no longer applicable, the price of loss energy shall be the corresponding hourly price of Finland's bidding area. The Contracting Parties shall agree separately on the introduction of a new definition basis for the price of loss energy.

7.3 Quality requirements concerning measurements

The measurement instruments and their installation shall be subject to the applicable public recommendations for information exchange in electricity trade that are generally applied to measurements in electricity trade.

The Contracting Parties are obligated to report to each other without delay any defects detected by them in the measurement instruments and other measurement errors which exceed the values specified in relevant standards, and to take immediate action so as to remove the detected defects and errors.

7.4 Space reservation for measurement

If the measurement instruments are not located at Fingrid's facilities, the Customer shall reserve sufficient space at its own substations or at substations of third parties connected to its electricity network for the instruments measuring the electric energy transmitted through the connection point, and the Customer shall arrange the instrument transformers with wiring and necessary connections, and secured auxiliary power supply. The Customer shall grant Fingrid's representative or a representative of Fingrid's service provider access to the substation at no cost.

7.5 Production reports concerning the Customer's electricity network

The Customer shall provide Fingrid with the net production data, given in hourly series, of its power plants and electricity network or of the power plants connected via its network for the previous 24 hours on the next weekday after the 24-hour usage period in question.

Fingrid may use the electricity production data of power plants which has been provided for imbalance settlement for checking and correction of the main grid invoicing. The Customer's production reports shall be delivered as specified in the recommendations for information exchange in electricity trade. The production data of the power plants must be acceptably confirmed at the latest by the third weekday after the invoicing period.

Main grid invoicing shall not take into account generators or plants with a nominal power of less than 1 MW, where such generators or power plants are not included in the nationwide imbalance settlement.

The net production of power plants shall be determined by deducting from the gross production the power plants' own hourly-metered consumption energy as defined in Decree 309 by the Finnish Ministry of Trade and Industry, issued on 11 April 2003, or in any revised decree. At Fingrid's request, the Customer shall deliver the measurement and calculation criteria for the internal consumption energy used in the determination of net production.

At Fingrid's request, the Customer shall provide Fingrid with information concerning the previous year's total volumes of electricity production and internal consumption energy itemised by individual power plants, conforming to the Customer's own reports made by virtue of the Excise Tax Act and such reports made by parties which are liable to pay electricity tax and which are connected to the Customer's electricity network directly or indirectly. The Customer is responsible for the accuracy of the given power plant data and for updating the data.

Corrections to production reports shall be made retroactively for a period of six (6) months. There shall be no correction if the amount to be compensated is less than one hundred (100) euros. If the reported production information contains significant errors, the Customer and Fingrid shall agree on a retroactive correction extending further back in time, however for a period no longer than three (3) years.

7.6 Production and consumption reports concerning the Customer's electricity network

The Customer shall provide Fingrid with the net power generation capacity of its power plants or electricity network or of the power plants connected via its electricity network by using Fingrid's digital services.

Net power generation capacity refers to the upper limit of production potential, meaning the highest net power rating that a power plant can produce within at least one hour in a normal operational situation. The net production of power plants shall be determined by deducting from the gross production the power plants' own hourly consumption energy as defined in Decree 309 by the Finnish Ministry of Trade and Industry, issued on 11 April 2003, or in any revised decree. At Fingrid's request, the Customer shall deliver the measurement and calculation criteria for the internal consumption energy used in the determination of net production. In setting the net power generation capacity, the machinery and equipment of the power plant is also taken into account: for instance, boilers and the joint production process with industrial plants.

If significant changes take place in the net power generation capacity or if a new power plant is commissioned or an existing power plant is decommissioned beyond the Customer's connection point, the impact of the changes shall be assessed and the information contained in Appendix 3 of the Main Grid Contract shall be revised immediately after the change has taken place to correspond to the new situation. The revised values shall come into force from the beginning of the calendar month following the date of review.

7.7 Consumption reports concerning the Customer's electricity network

For electricity network and transmission outage planning, the Customer shall provide, upon Fingrid's request, the consumption measurements and other connection point measurements of its 110 kV network, or of its customers' 110 kV network connected via its network, as hourly series as specified in the recommendations for information exchange in electricity trade.

7.8 The Customer's electricity network forms a distinct measurement area in imbalance settlement

The Customer's electricity network behind a connection point forms a distinct measurement area separate from the main grid in imbalance settlement. The Customer is obligated to ensure the organisation of the duties of the maintainer of the measurement area, including the imbalance settlement of the measurement area and related information exchange.

The Customer may authorise a third party to handle the above-mentioned duties of the maintainer of the measurement area. The maintainer of the measurement area shall have the capabilities in place for handling the imbalance settlement and related information exchange in accordance with Chapter 4 of the Government Decree on the settlement of electricity delivery and measurement. If the maintainer of the measurement area is a party other than a transmission system operator or balance responsible party engaging in licensed electricity system operation, the duties and responsibilities of the maintainer of the measurement area in imbalance settlement shall be agreed on by a separate agreement concluded with Fingrid.

8 FEES AND THEIR DETERMINATION

The Customer shall pay the fees for electricity transmission in the main grid as specified in this Contract monthly on the basis of an invoice sent by Fingrid. The measurements used as the basis for the Customer's fees are presented in Appendix 3 of this Contract.

Fingrid will notify the Customer of the unit price, along with the grounds for the pricing, of electricity transmission for the next year annually by the end of October. If Fingrid's income or expenditure deviates significantly from the level presented in the grounds for the pricing, the unit prices can be adjusted also at some other point in time by informing the Customer of such at least three months in advance.

8.1 Netting

If the Customer has several connection points at the same busbar at the switchyard, the energy volume forming the basis of the fee for output from the main grid and the fee for input into the main grid shall be the net sum of hourly active and reactive energy volumes at these connection points.

Similarly, the same net sum principle can apply to the hourly energy volumes at connection points of different customers connected to the same busbar of the switchyard. The condition for this procedure is that a separate netting agreement be drawn up between the customers and Fingrid on the calculation method in accordance with Fingrid's agreement model. The netting agreement states which measurements shall be added together and names one responsible Customer who will receive the credited amount. The aforementioned responsible customer shall distribute the amount among the netting agreement parties. This distribution principle shall be applied from the beginning of the month following the signing of the netting agreement. The netting of hourly mean reactive power and energy shall be approved in a similar manner.

If the system security of the Customer's electricity network requires ring operation and it is connected parallel to the main grid, the hourly energy volumes of the connection points can similarly be added up. The condition for this procedure is that a separate netting agreement be drawn up between the Customer and Fingrid on the calculation method in accordance with Fingrid's agreement model, and that the nettable electricity can be determined unambiguously with the measurements in all operating situations. The netting of hourly mean reactive power and energy shall be approved in a similar manner.

Netting is not applied in fault, maintenance and modification situations on the main grid that affect the busbar in question.

8.2 Electricity tax and related guarantees

Electricity tax comprises energy tax and an strategic stockpile fee contribution, as well as other possible statutory charges. In its capacity as the network operator, Fingrid collects electricity tax from its customers who are subject to electricity tax and who are not licenced electricity network or registered electricity producers.

Fingrid bears responsibility for the payment of electricity tax by the customers that are subject to electricity tax and connected to Fingrid's electricity network. As a guarantee for this payment liability of parties who do not participate in main grid operations, a bank guarantee or advance payment, in accordance with Fingrid's model, is required from customers who are subject to electricity tax to cover the Customer's estimated amount of electricity tax, including value-added tax for a period of three (3) months. The guarantor must be a bank approved by Fingrid.

The customer must provide Fingrid with a bank guarantee or advance payment by the date when this Contract enters into force. The Customer is responsible for all payments and costs related to guarantees. Fingrid has the right to redeem a guarantee or advance payment, even if the Customer disputes the redemption, by presenting (to the guarantor) a written demand stating that the Customer is in breach of the Contract. Fingrid has the right to use a bank guarantee or advance payment to cover the Customer's overdue payment, accrued late-payment interest and reasonable collection costs. If Fingrid uses a bank guarantee or advance payment or part of it to cover its receivables, Fingrid has the right to demand that the Customer supplement the bank guarantee or advance payment to match the original sum owed, if the contractual relationship continues.

A bank guarantee must be valid until further notice. The guarantor can terminate the bank guarantee upon giving three (3) months' written notice of the termination. If the bank terminates a valid bank guarantee, the Customer must provide a new bank guarantee in accordance with the model published by Fingrid no later than two (2) months before the terminated bank guarantee ends. The replacement bank guarantee must be in effect before the terminated bank guarantee ends.

In order to deliver electricity under tax class II, the Customer must provide Fingrid with a written declaration of belonging to the tax class in question. If the Customer's electricity usage is divided between tax classes I and II, the Customer must submit the measured energy volumes under tax class I in the manner specified in the recommendations on information exchange in electricity trade. Monthly data for invoicing must be submitted and acceptably confirmed at the latest by the third weekday of the month after the invoice.

If electricity is transmitted via the electricity network of a Customer subject to taxation to a user with an electricity network licence or to a producer of electricity, the electricity transmission in question must be reported in the manner specified by electricity trade. For invoicing, the hourly average data energy measurements for the month to be invoiced must be submitted and acceptably confirmed at the latest by the third weekday of the month after the invoice.

8.3 Value-added tax and other indirect taxes and charges

In addition to the fees specified in this Contract, the Customer shall pay Fingrid the valid value-added tax and any other potential indirect taxes and charges imposed on Fingrid by the authorities concerning the electricity transmission specified in this Contract.

8.4 Invoice correction

If a measurement instrument or some other reason is found to have caused a measurement error exceeding 2%, the Contracting Party that has been affected by this error has the right to demand correction of grid invoicing. The amount of the correction shall be specified on the basis of available measurement information and, if necessary, through assistance from an outside expert at the expense of the Contracting Party demanding the correction. If the correction is justified, the Contracting Party responsible for the defect or error shall bear the costs.

Fingrid and the Customer shall agree on a retroactive correction extending further back in time, however for no more than three (3) years. If the time when the measurement error occurred cannot be reliably defined, the correction shall not be made without a specific reason for a period exceeding six (6) months. There shall be no correction if the amount to be compensated is less than one hundred (100) euros. In addition to the correction of invoicing, neither Contracting Party is obligated to compensate the other party interest expenses or other expenses caused by a measurement error by virtue of this Contract.

9 TERMS OF PAYMENT

9.1 Period of payment

The Customer shall pay the fees specified in this Contract monthly on the basis of an invoice sent by Fingrid. The period of payment is fourteen (14) days. The due date shall be marked on the invoice.

If invoicing is delayed for a reason attributable to the Customer, the period of payment shall be shortened accordingly. If invoicing is delayed for a reason attributable to the Customer by more than fourteen (14) days, the Customer shall pay an interest on arrears for the overdue period as specified under article 9.3.

9.2 Complaints

The Customer shall make complaints regarding the invoice in writing and without delay. Fingrid shall verify the invoice and send the necessary 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 Contracting Parties.

9.3 Interest on arrears

If a payment to be made by the Customer is delayed and the invoice is not, for the most part, incorrect, the Customer shall pay Fingrid 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.

9.4 Default of payment

If the Customer's payment is overdue, Fingrid will send the Customer a written reminder.

If Fingrid has not received the payment within one week of the payment reminder, Fingrid has the right to send the Customer a written warning notice that the electricity transmission will be interrupted. Fingrid also has the right to send the Customer a warning notice if the latter has repeatedly neglected to pay the invoices by the due date.

The warning notice will indicate the time when the electricity transmission according to the Contract will be interrupted. The warning notice shall be sent to the Customer at least two (2) weeks before the electricity transmission will be interrupted per the Contract.

Fingrid has the right to interrupt the electricity transmission per the Contract at the time stated in the warning notice. The interruption will not take place, however, if Fingrid has received the payment, including interest charges, from the Customer by the interruption date and the Customer has submitted to Fingrid a bank guarantee corresponding to a grid invoice covering at least a three (3) months as referred to in article 8.2 or an advance payment for at least three (3) months within two (2) weeks of the warning notice. The bank guarantee procedure will be discontinued if the Customer has made the payment on time over the next twelve (12) months.

Fingrid has the right to use a bank guarantee or advance payment to cover the Customer's overdue payment, accrued late-payment interest and reasonable collection costs. If Fingrid uses a bank guarantee or advance payment or part of it to cover its receivables, Fingrid has the right to demand that the Customer supplement the bank guarantee or advance payment to match the original sum owed, if the contractual relationship continues.

Fingrid does not pay interest on bank guarantees or advance payments.

Fingrid additionally has the right to demand that the Customer make advance payments on the invoicing period if the Customer's invoices are continuously paid after the due date or, if the Customer has payment default entries, is undergoing corporate restructuring or bankruptcy. Such a demand can be made for a maximum of one (1) year at a time.

10 ADJUSTMENT OF FEES AND CONTRACTUAL TERMS

10.1 Measures by authorities

Changes which have a direct and essential impact on Fingrid's costs and which could not have been taken into account when preparing this Contract and which are not compensated on the basis of article 8 shall be taken into account as factors increasing or reducing the fees in accordance with their respective impacts. Such changes include taxes, public charges and obligations due to national or European legislation or other measures by authorities, and other changes due to the above causes which concern the electricity transmission referred to in this Contract.

10.2 Elimination of disparity

If reasons beyond the Contracting Parties lead to an evident disparity in the performance of the contractual obligations, the Contracting Parties shall negotiate on the adjustment of the fees or other terms of this Contract in order to eliminate the disparity. Such reasons include changes in financial or commercial circumstances,

changes taking place in legislation, measures by authorities, or other reasons which could not have reasonably been taken into account when entering into this Contract.

11 DAMAGES

11.1 General conditions

The Customer's electrical equipment shall conform to Fingrid's General Connection Terms. The Customer is entitled to receive damages for personal injury or damage to property inflicted on the Customer in Finland under the conditions mentioned below if the electricity transmission does not conform to the Contract or connection agreement. The Customer's own liability for damages is specified under article 11.4.

11.2 Damages payable to the Customer

Fingrid shall be liable for damages payable to the Customer for damage to property or personal injury caused by negligence which cannot be considered slight by Fingrid or Fingrid's subcontractor, if the damage or injury has been caused by voltage or frequency fluctuations exceeding Fingrid's General Connection Terms, repeated outages, or a single outage caused by neglect of the obligation to develop the main grid pursuant to the Electricity Market Act. However, there shall be no liability for damages if the Customer's electrical equipment does not conform to the connection agreement and this has had an impact on the occurrence of the damage or injury, or if the Customer could otherwise have been required to prepare for the prevention or restriction of the damage or injury resulting from the outage or disturbance by means of protective equipment, instructions or other arrangements.

Fingrid shall not be liable for damage to property caused by an individual outage in electricity transmission, or for damage to property caused by disturbances in electricity networks owned by others.

Fingrid shall not be liable, unless otherwise stated under article 11.3, for profit not received, loss of production, damaged raw material, costs of restarting production, costs of replacing arrangements for the transmission service as a result of the outage, damage to the equipment of the Customer's customer, damages paid or ordered to be paid by the Customer, or other consequential damage similar to the types described above, resulting from the damage or injury.

Fingrid's total liability for all damage or injury suffered by customers in the relevant year, to be compensated by virtue of this article, shall not exceed twelve million (12,000,000) euros per calendar year. Compensation for damage or injury can only be claimed for the relevant year. The damages for each year shall be paid in January in the following year or immediately after the annual total amount of damages to be paid has been established. If the annual total amount of damages exceeds twelve million (12,000,000) euros, all damages shall be reduced in proportion to the respective amount of damages.

11.3 Damages payable to the Customer's customer

In conjunction with a damage or injury specified under article 11.2, Fingrid shall pay the Customer damages which the Customer has paid to its customer if the Customer's liability is based on imperative legal provisions. If the Customer's customer is an electricity user connected to a distribution network, the network service terms drawn up by Finnish Energy Industries and valid on the date of signing of this Contract, shall be applied to the damages in conjunction with a damage or injury specified under article 11.2 of this Contract. No indirect damage or injury needs to be compensated to the Customer's customer when the Customer is connected to a

high-voltage distribution network. Fingrid's liability for damages does not concern the standard compensations for power outages.

Damages payable by virtue of this article require that the amount of the underlying damage or injury per Customer and per each damage or injury exceeds one thousand (1,000) euros and that the Customer has immediately informed Fingrid in writing of the damage or injury and agreed on the grounds and amount of the damages with Fingrid before the damages are paid. However, there is no liability for damages if the Customer or the Customer's customer could have been required to prepare for the prevention or restriction of the damage or injury resulting from the outage or disturbance by means of protective equipment, instructions or other arrangements.

If the damage or injury referred to in this article has been inflicted on such user of electricity whose electricity transmission is carried out by a party other than Fingrid's Customer who is connected to the main grid directly, the aforementioned principles in this article shall be applied where applicable.

Fingrid's total liability for all damage or injury suffered by customers in the relevant year, to be compensated by virtue of this article, shall not exceed two million (2,000,000) euros per calendar year. Compensation for damage or injury can only be claimed for the relevant year. The damages for each year shall be paid in January in the following year or immediately after the annual total amount of damages to be paid by virtue of this article has been established. If the annual total amount of damages exceeds two million (2,000,000) euros, all damages shall be reduced in proportion to the respective amount of damages. The Customer shall ascertain and pay damages to the Customer's customer.

11.4

Customer's liability for damages

The Customer shall be liable to Fingrid for material damage or personal injury caused by negligence which cannot be considered slight by the Customer or the Customer's subcontractor, if the damage or injury has been caused by voltage and frequency fluctuations exceeding Fingrid's recommendations. However, there shall be no liability for damages, if Fingrid could have been required to prepare for the prevention or restriction of the damage or injury resulting from the outage or disturbance by means of protective equipment, instructions or other arrangements.

The Customer shall not be liable for damage or injury arising from an electricity outage. The Customer shall not be liable for profit not received, loss of production, damaged raw material, costs of restarting production, costs of replacing arrangements for the transmission service as a result of the outage, damage to the equipment of Fingrid's customer, damages paid or ordered to be paid by Fingrid, or other consequential damage similar to the types described above, resulting from the damage or injury.

The Customer's total liability for damage or injury to be compensated by virtue of this article shall not exceed five hundred thousand (500,000) euros per calendar year.

11.5

Other liability

Fingrid shall not be liable for damage or injury other than that specified under articles 11.2 and 11.3.

The Customer shall not be liable for damage or injury other than that specified under article 11.4.

12

FORCE MAJEURE

In the case of force majeure, Fingrid has the right to restrict the Customer's electricity transmission or to interrupt it completely.

Cases of force majeure are deemed to cover any events which Fingrid could not have prevented through reasonable caution and which make Fingrid's electricity transmission specified in this Contract impossible or impair it essentially or make it financially or otherwise unreasonable.

Cases of force majeure include war, the country's internal unrest, sabotage, explosion, fire, exceptional and unpredictable weather conditions, general interruption in traffic, strike or stoppage of a key employee group, lock-out ordered by an employer organisation, measures by authorities, insufficient production capacity, or other similar reason with as significant and unusual consequences. Force majeure is also considered to cover interruption in power production or such damage in the power production or power transmission system caused by the above causes which could not have been prepared for with principles generally applied to European power systems or legislative or official requirements.

Fingrid shall inform the Customer of the occurrence of force majeure as well as of its end without delay.