



HELEN FIXED-PRICE DISTRICT HEATING, PRODUCT TERMS AND CONDITIONS 16 MAY 2024

DEFINITIONS OF TERMS USED

The definitions of the general terms and conditions for district heating apply to this product contract, in addition to which:

Fixed-price District Heating Price List refers to descriptions of the pricing and pricing systems used as the basis for invoicing. The Fixed-price District Heating Price List defines the fees based on the fixed-price district heating product, such as the fixed fee and the energy fee.

Usage Power refers to the basis of the fixed fee.

Heat Supply Contract means the contract between Helen ("the Heat Vendor") and the owner or controller of the property mentioned in the Heat Supply Contract ("the Customer") concerning the district heating connection of the Heat Consumption Site.

Basic Product means the Heat Supply Contract, including appendices, at varying prices concluded between Helen and the Customer ("the District Heating Product"), which is valid at the beginning of the heat supply or at the end of the fixed-term product contract.

Contract Confirmation means the confirmation sent to the Customer by the Heat Vendor, which includes, among other things, information about the entry into force of the contract.

Required District Heat Output refers to the required district heat output at the rated outdoor temperature of -26 C, as presented in the technical documentation for the delivery site (HVAC plan).

PURPOSE OF THE CONTRACT

With this product contract, the Heat Vendor and the Customer agree on the delivery of the fixed-price district heating product which is valid for a fixed period to the Customer's Heat Consumption Site.

1 CONCLUSION OF THE CONTRACT

1.1 In addition to these terms and conditions and prices, the terms and conditions for a district heat contract in force at any given time apply to this product contract. This product contract is part of the contract package, the documents of which are listed below. In the event of a conflict between the contents of the documents, the documents apply and are interpreted in the following order:

1) Product and additional service terms and conditions (these terms and conditions) and Contract Confirmation



- 2) Heat Supply Contract and other individual contract terms and conditions
- 3) Price lists
- 4) General terms and conditions for a district heat contract

- 1.2 The commencement and continuation of the supply of heat is subject to the validity of the Heat Supply Contract for the delivery site.
- 1.3 The product contract is concluded when the Heat Vendor sends the Customer the Contract Confirmation. The product contract applies from the beginning of the calendar month following the order. If it is the first product of a new district heating connection, it can be agreed that the application of the product contract starts from the starting date of the heat supply.
- 1.4 After receiving the order, the Heat Vendor has the right to negotiate the final terms and conditions of the product contract with the Customer before sending the Contract Confirmation to the Customer. The Heat Vendor may propose a change to the pricing criteria or the date of entry into force of the product contract. If the Customer accepts the amendment proposal made by the Heat Vendor, the approved amendment will be added to the binding Contract Confirmation sent to the Customer. If the Customer does not accept the change within seven (7) days of the Heat Vendor's proposal, the order is deemed to have been cancelled and the product contract does not enter into force.

2 TERMS AND CONDITIONS SPECIFIC TO THE PRODUCT CONTRACT

- 2.1 The pricing of the product contract consists of the fixed fee and energy fee.
- 2.2 The pricing of the product contract is based on the Prices for Fixed-price District Heating in force at the time of the conclusion of the contract. The price list includes both the energy fee and fixed fee, and is valid throughout the contract period. The price list of this product replaces the price list of the Basic Product for the duration of the contract period.
- 2.3 The contract period of the Fixed-price District Heating product is 36 months. The contract period begins from the date specified in the Contract Confirmation.
- 2.4 The fixed fee is based on Usage Power. Usage Power is based on the measured maximum daily average power used by the Customer between 1 October and 31 March during the previous 36 months. Usage Power is further multiplied by the coefficient of the energy efficiency impact, which is determined by the average temperature of the return water of district heating for the periods in question. The coefficient is specified in more detail in the Prices for Fixed-price District Heating.
- 2.5 Usage Power may be checked at the Customer's request if, for example, energy efficiency improvement measures have been taken in the building. The inspection of Usage Power at the Customer's request can be carried out no more than once a year. The inspected Usage Power serves as a new basis for the fixed fee for the next Usage Power inspection or until the end of the contract period. The Customer is notified of the inspected Usage Power at least one (1) month before it enters into force. Usage Power is inspected at the earliest when measurement data on



hourly power has been collected from the Heat Consumption Site for a period of at least 36 months after the establishment of the Heat Consumption Site (date of commissioning of the district heating connection). The basis for the fixed fee is 55% of the Required District Heat Output until 36 months after the establishment of the Heat Consumption Site and when the Heat Vendor completes the next annual determination on an aggregate basis for all Heat Consumption Sites. Usage Power of a fixed-price district heating product is also inspected if more than 36 months have passed since the last inspection.

- 2.6 The energy fee is based on the amount of heat delivered to the Customer.
- 2.7 The Heat Vendor has the right to transfer any tax increases, new taxes and tax-like charges as well as increases in any existing and future official fees entering into force during the contracting period to the price of this product in accordance with their price effect.
- 2.8 The Heat Vendor notifies the Customer of the price increases due to the increase in taxes or other official charges affecting the price of heating energy in accordance with section 2.7, after being informed of the date of their entry into force and the price effect. The notification is sent to the address or billing address indicated by the Customer. The notification includes information on how and from which date the prices will change and the reason for the change. The notification may be enclosed with, for example, an invoice to be sent to the Customer. The price change takes effect from the effective date of the tax increases or other official fees. The contract period remains unchanged after the price change.
- 2.9. If the number of heated squares or the purpose of use included in the district heating connection of the Customer's property changes, the Customer is obligated to notify the Heat Vendor of this. In such a case, the Heat Vendor reserves the right to terminate this product contract and transfer the Customer to the delivery and invoicing in accordance with the price list of the Basic Product from the beginning of the next calendar month at the earliest.
- 2.10. The Heat Vendor may decide to terminate the delivery of the product to non-consumer customers for compelling or unforeseeable reasons. The Customer is notified of the termination of the delivery and contract one (1) month before the end of the contract.

3 OTHER TERMS AND CONDITIONS

- 3.1 The product contract is a fixed-term contract. The Customer cannot terminate the product contract or the Heat Supply Contract during the contract period unless otherwise provided by the general terms and conditions of a district heating contract.
- 3.2 At the end of the contract period, the Customer is automatically transferred to the delivery and invoicing of the Basic Product in accordance with the price list.
- 3.3 If the owner or controller of the Customer's property changes and the Customer agrees with the new owner or controller on the transfer of the Heat Supply Contract, the Contract continues automatically at a fixed price and for a fixed period in accordance with these terms and conditions.