

# Product terms 1 February 2026

## HELEN OPTIMAL HEATING



### DEFINITIONS OF TERMS USED

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

**Optimal Heating Price List** refers to descriptions of the pricing and pricing systems used as the basis for invoicing. The Optimal Heating Price List specifies product-based fees, such as the fixed fee and 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.

**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).

**Basic Product** refers to a district heating product that is automatically selected for the Customer at the start of the heat supply or at the end of a fixed-term product contract.

### PURPOSE OF THE CONTRACT

With this product contract, the Heat Vendor and the Customer agree on the delivery of the Optimal Heating product, valid until further notice, to the Customer's Heat Consumption Site.

### 1. CONCLUDING 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.

- 1.5. Helen and a person authorised by Helen may process the data provided by the Customer and collect data about the property and the technical systems of the property.
- 1.6. Helen and a person authorised by Helen may log in to the Customer's systems and process data from the systems.
- 1.7. The Customer must allow Helen and a person authorised by Helen access to the property free of charge if the Optimal Heating product so requires, as well as the installation of the equipment in the Customer's premises and their storage, maintenance, reading, programming and other necessary actions in the Customer's premises.
- 1.8. Helen is not responsible for any disturbances in the communication networks or for other factors beyond its control, or for their consequences.

## **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 price list for the Optimal Heating product 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 until further notice.
- 2.3. The Optimal Heating contract period is valid until further notice. The contract period begins from the date specified in the Contract Confirmation.
- 2.4. The fixed fee is based on Usage Power. The Usage Power is inspected no more than once a year. The Customer is notified of the inspected Usage Power at least one (1) month before it enters into force. 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 price list.

2.5. 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 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.

- 2.6. The energy fee is based on the amount of heat delivered to the Customer.
- 2.7. The prices of the product are determined in accordance with the price list valid at the time. The product price list valid at each time can be found on the company's website. Energy and fixed fees are invoiced monthly.
- 2.8. The prices of the product are valid until further notice and, if necessary, they are revised twice a year so that they always enter into force on 1 January or 1 July. Price changes will be announced at least one month in advance.

## **3. OTHER TERMS AND CONDITIONS**

- 3.1. The product contract is valid until further notice.
- 3.2. The Heat Vendor has the right to terminate this product contract and transfer the Customer to an alternative product. In this case, the Vendor must notify the Customer in writing at least one month before the termination and the transfer to the contract.
- 3.3. At the end of the connection contract, the product contracts concerning the delivery site, as defined in the connection contract, also end.
- 3.4. In other respects, the general terms and conditions for district heating apply to the termination of the contract.
- 3.5. 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 in accordance with these terms and conditions and valid until further notice.

- 3.6. The connection devices and other possible devices installed in the property for Optimal Heating will become Helen's property. The heat distribution centre itself remains the property of the housing company, as before.
- 3.7. Helen has the right to the existing controller and automation password and usernames. If the customer does not know the required passwords and usernames, Helen is entitled to find out the password and the username.
- 3.8. Helen is responsible for the maintenance of the connection devices and other devices that it has installed for Optimal Heating. The Customer is responsible for the maintenance, service and operation of the heat distribution centre, excluding devices installed by Helen.
- 3.9. The Customer must notify Helen if the Customer makes changes to the Optimal Heating connections made by Helen or other programme changes to the automation systems or control devices that influence the operation of the heating network.
- 3.10. The Customer must notify Helen without delay if the Customer wishes to switch off Optimal Heating.
- 3.11. Control may be switched off in an emergency. Helen must be informed immediately of the switching off of control.
- 3.12. If the optimal heating control is switched off for a period of more than one (1) month due to reasons attributable to the Customer or an emergency, invoicing will be transferred so that it is in accordance with the valid price list for the Basic Product.
- 3.13. The Optimal Heating product can be changed for another product at the earliest within 12 months of the product entering into force on the contract. If the installation of the equipment is delayed for reasons attributable to the Customer, the product can be changed at the earliest 12 months after the installation of the equipment.
- 3.14. When changing from the Optimal Heating product to another product, the related installed equipment remains Helen's property and Helen retains the right to store the equipment on the Customer's premises and collect district heating consumption data on it. After the product change, the property's heat use will no longer be controlled by Helen.
- 3.15. If the site experiences a fault due to the Customer's automation system, Helen is not obligated to repair the fault or compensate for the damage caused by it.
- 3.16. No intellectual property rights are transferred under this contract.
- 3.17. In Sections 3.21–3.24, terms such as "data", "data holder", "process", "user", "connected product", and "related service" have the meanings set out in the Data Act (Regulation (EU) 2023/2854) of the European Parliament and of the Council. Unless otherwise specified, "data holder" refers to Helen and "user" to the Customer.
- 3.18. Helen has an unlimited and irrevocable right to process the data produced by the related service without a separate fee, in particular for the following purposes: ensuring the conditions of the premises of the property, optimising the production and building automation systems related to the heating of the property, quality assurance and development of the software service and products and services related to heating, providing customer support and fulfilling its obligations under the agreement.

For the above-mentioned purposes, Helen has the right to process and use the data alone or in cooperation with third parties, including the right to combine, analyse and compile statistics on the data in addition to other data materials in accordance with the applicable legislation, the Data Act and as separately agreed.

- 3.19. The Customer retains the right to their own data, but the Customer is required not to a) use the data it receives for unlawful purposes; b) transfer it to third parties for commercial use; and c) use it in a way that jeopardises Helen's or its group companies' rights or business.

The Customer may not use the data received to develop a networked product that competes with the product from which the data originates and may not share the data with third parties for this purpose. Furthermore, the Customer may not use the data in a way that would lead to the acquisition of knowledge about Helen's or its group companies' financial situation, assets or production methods or otherwise use the data in violation of the Data Act.

3.20. If the Customer cannot obtain data directly from the related service, the Customer has the right to request easily available data from Helen in accordance with the Data Act. For the avoidance of doubt, the Customer has no right to the raw data and metadata of a non-networked product and/or service related to the product, unless otherwise agreed on other rights related to the data. In order to set the data, the Customer shall provide Helen with the information requested by Helen to identify the Customer, if necessary. Further information on submitting a data access request and on the data collected in connection with the Optimal Heat product is available on Helen's website:  
<https://www.helen.fi/en/customer-support/private-customers/conditions>

3.21. If the Customer requests Helen to make data available to a third party, this shall be agreed separately in accordance with the requirements of the Data Act.