

HELEN MONTHLY COOLING, PRODUCT TERMS 16 JUNE 2025**1. DEFINITIONS**

The definitions of the general terms and conditions for district cooling apply to these product terms, in addition to which:

The Main Agreement refers to a contract document signed by the Parties.

Product Terms refer to these product-specific terms and conditions that form part of the Agreement concluded between Helen and the Customer.

2. PRODUCT-SPECIFIC TERMS AND CONDITIONS

2.1. GENERAL

For the sake of clarity, these Product Terms shall apply to an Agreement valid until further notice, i.e. also to an Agreement originally concluded for a fixed period of time after the fixed period of validity of the Agreement in question has expired. For the sake of clarity, even if these Product Terms are appended to a fixed-term Agreement valid at the time of its signing, Helen's product terms for district cooling valid until further notice in force at the time of expiry of the fixed Agreement Period shall apply to the Agreement that has become valid until further notice.

2.2. CONTRACT DOCUMENTS

These Product Terms are an integral part of the Agreement, and the other contractual documents forming part of it are listed in the General Terms and Conditions.

If these Product Terms (or their valid version) are applied and form part of the Agreement because the Agreement that was valid for a fixed term has become valid until further notice, in which case the terms related to the fixed term no longer apply and if the contents of the contractual documents specified in the Main Agreement or another contractual document are contradictory, the documents shall be applied and interpreted in the following order while the Agreement is valid until further notice:

- 1) These Product Terms (or their valid version)
- 2) the currently valid Price Lists
- 3) The Main Agreement and other individual terms and conditions
- 4) General terms and conditions of contract for district cooling

2.3. FEES AND PRICING

The pricing of the Agreement valid until further notice consists of the Connection Fee, Fixed Fee and Energy Fee paid by the Customer to Helen.

2.3.1. CONNECTION FEE AND INVOICING

If a Connection is established for the Customer Site referred to in the Customer's Main Agreement in connection with this Agreement and there is no Connection previously agreed upon between Helen and the Customer and established, the Customer must pay a one-off Connection Fee. The Connection Fee is invoiced to the Customer in full once the Customer Site can be connected to the District Cooling Network, i.e. once Helen has installed the Branch Lines in the Customer Site so that the Branch Line can be connected to the Metering Panel. The consequences of a delay in connection are described in the General Terms and Conditions.

If the Customer has concluded an Agreement valid until further notice and has paid the Connection Fee on the basis of it and concludes a fixed-term Agreement with Helen, the Customer is not obligated to pay the Connection Fee

again. For the sake of clarity, the Connection Fee will not be refunded to the Customer at the end of the validity of the Agreement.

2.3.2. FIXED FEE AND ITS INVOICING, REVIEW AND ADJUSTMENT

The amount of the Fixed Fee is determined on the basis of the Contract Capacity and Water Flow values valid at the Customer Site and in accordance with the Price List valid at the time.

The Fixed Fee is divided into monthly instalments and invoiced to the Customer on a monthly basis. The invoicing of the Fixed Fee commences from the start of the supply of cooling energy. The consequences of a delay in the start of cooling energy supply are described in the General Terms and Conditions.

If these Product Terms are applied because a fixed-term Agreement has become valid until further notice, Helen will start invoicing the Fixed Fee determined in accordance with the currently valid Price List from the beginning of the month following the change in question.

2.3.3. ENERGY FEE AND ITS INVOICING, REVIEW AND ADJUSTMENT

The invoicing of the monthly Energy Fee commences from the start of the supply of cooling energy. The Energy Fee is determined in accordance with the price list valid at the time.

If these Product Terms are applied because a fixed-term Agreement has become valid until further notice, Helen will start invoicing the Energy Fee determined in accordance with the currently valid Price List from the beginning of the month following the expiry of the fixed term.

2.3.4. CHANGES IN CONTRACTUAL CAPACITY AND/OR WATER FLOW AND IMPACTS

Helen has the right to change the Contractual Capacity and/or Water Flow of the Customer Site as agreed in the General Terms and Conditions. Changes to the Contractual Capacity and/or Water Flow may also be agreed upon in writing.

If the Contractual Capacity and/or Water Flow are changed in accordance with the General Terms and Conditions or as separately agreed, Helen shall change the Fixed Fee determined in accordance with the currently valid Price List to correspond to the changed Contractual Capacity and/or Water Flow. Helen shall notify the Customer of the change in writing or in another permanent manner.

2.3.5. TARGET TIME FOR CONNECTING THE CUSTOMER SITE AND STARTING THE SUPPLY OF COOLING ENERGY

Unless otherwise agreed separately in writing, Helen shall endeavour to connect the Customer Site and commence the supply of cooling energy no later than six (6) months after the entry into force of the Agreement ("target date").