



Effectives as from 1 June 2021

FIXED-PRICED DISTRICT HEAT, TERMS OF CONTRACT

These Terms of Contract supplement the terms of contract for the Contract Confirmation, Heat Contract and District Heat of the Fixed-Priced District Heat product.

1 Definitions

Customer means the heat consumer who acts as the contracting party to Helen.

Helen means Helen Ltd or a company that is a member of the Helen Group, which is acting as the contracting party to the Customer.

Price period is the general term used for the price periods complied with in the energy fees of district heat.

District heat means normal district heat that is priced according to the price list for energy and water flow fees in District Heat.

Price list for the energy fee and water flow charge in District Heat mean Helen's effective price list for the energy fee and water flow charge in District Heat.

An extra product in District Heat is, for example, a heat product such as Renewable District Heat or Recycled Heat.

Terms of contract for district heat mean Helen's effective terms of contract for District Heat.

Fixed-Priced District Heat means the energy product agreed with a Confirmation of Contract.

Heating site means the property or building owned, rented, occupied or otherwise managed by the Customer and specified in the Confirmation of Contract, where the Fixed-Priced District Heat is delivered.

Heat contract means the contract between Helen and the Customer concerning the district heat connection of the Heating Site. Confirmation of Contract means the contract between Helen and the Customer concerning the Fixed-Priced District Heat product.

2 Concluding a Fixed-Priced District Heat contract

2.1 The Fixed-Priced District Heat product is sold to Heating Sites with a valid Heat Contract. Application of the contract starts from the Confirmation of Contract, which is sent to the Customer in electronic format to the email address notified by the Customer. The Confirmation of Contract is deemed to have been received immediately. The delivery of the Product will start from the beginning of the calendar month following the time of order.

2.2 In addition to these terms and prices, the terms of contract for District Heat and the Heat Contract valid at any given time shall be applied to the contract. If the contents of the documents

are contradictory, they shall be applied in the following order: (1) Confirmation of Contract for Fixed-Priced District Heat, (2) Terms of Contract for Fixed-Priced District Heat, (3) Heat Contract, and (4) terms of contract for District Heat.

3 Product-specific terms

3.1 The basis of the product's pricing is the price list of Fixed-Priced District Heat.

3.2 Water flow fees are charged according to the price list for the energy fee and water flow charge in Helen's District Heat valid at any given time.

3.3 The term of contract of Fixed-Priced District Heat is 36 months. The term of contract is agreed with the Confirmation of Contract according to the price list for Fixed-Priced District Heat valid at the time of drawing up the contract.

3.4 The energy fee for Fixed-Priced District Heat complies with the price list for Fixed-Priced District Heat valid at the time of drawing up the contract. The energy fee is fixed for each Price Period throughout the contract period.

3.5 Helen has the right to transfer any tax increases, new taxes, tax-like payments and increases in existing and future official fees that enter into force during the contract period to the price of the Fixed-Priced District Heat product according to their price impacts.

3.6 Helen shall notify the Customer of price increases resulting from tax increases having an impact on the price of heating energy in accordance with section 3.5 or from an increase in other official fees after becoming aware of the time they will enter into force and of their impact on the price. The notification shall be sent to the address or billing address notified 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, a bill sent to the customer.

3.7 The price change will enter into force on the date when the tax increases or other official fees enter into force.

3.8 If the Customer has an extra product of District Heat, the energy fee for Fixed-Priced District Heat only applies to the share of energy fee for district heat.

3.9 If the number of heated square metres or purpose of use included in the district heat connection of the Customer's property changes, the Customer is obliged to notify of it. In such a case, Helen reserves the right to terminate this contract and transfer the Customer to billing in accordance with District Heat delivery and the price list for the energy fee and water flow charge for District Heat from the beginning of the next calendar month at the earliest.



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3.10 Helen may terminate the delivery of a product for other than consumer customers for valid or unforeseen reasons, the Customer shall be notified of the termination of delivery and contract one (1) month before the termination of contract.

4 Other terms

4.1 When the owner or occupant of a property of other than consumer customers changes, the contract shall continue automatically, and it will be transferred to the new owner or occupant in accordance with the original contract.

4.2 Upon termination of the contract period, the Customer will automatically be transferred to billing in accordance with the delivery of District Heat and the price list for the energy fee and water flow charge for District Heat.

4.3 If the contract is drawn up with a Consumer Customer by means of distance communication, the Consumer Customer has the right to cancel the contract in accordance with the cancellation right related to distance selling in the Consumer Protection Act.