

# General Agreement for Nibela AB

## Summary

- The agreement refers to the supply of electricity to the consumer.
- The price for the electricity is dynamic and is based on the spot price, i.e. the actual market price at each hour. In addition, there is a monthly fee from Nibela AB and fees for electricity certificate and VAT.
- Electricity grid charges and energy tax are not covered by the agreement.
- The customer is invoiced monthly in arrears of the application of 20-day payment terms.
- The customer has the right to cancel the Agreement within 14 days of the agreement being entered into.
- The agreement runs indefinitely with a notice period of 14 days from when the agreement is confirmed by Nibela AB.

## 1. Applicability

1.1. These general terms and conditions (hereinafter the **"Terms"**) shall apply when a customer who is a consumer (hereinafter the **"Customer"**) enters into a separate electricity contract (hereinafter the **"Agreement"**) with Nibela AB (559418-9192) (hereinafter **"Nibela"**) on the condition that the Agreement refers to the Terms and Conditions.

1.2. The Terms and Conditions, as well as the industry's general terms and conditions for consumers (EL2012K(rev2)) apply to the Agreement. In the event that, there are conflicts between these Terms and the general terms and conditions of (EL2012K(rev2)), the Terms take precedence.

## 2. Definitions

2.1 When applying the Terms and Conditions, the following concepts shall be given the meanings described below:

**"Agreement"** is to be understood as the separate agreement signed between the Customer and Nibela regarding the supply of electricity, including its annexes.

**"Customer"** shall be understood as the consumer who entered into an Agreement with Nibela regarding the supply of electricity under the Agreement and who has the right to withdraw electricity at the Withdrawal Point.

**"Delivery Address"** refers to the Withdrawal Point in Sweden where the Customer, who has an agreement with an Electricity Company, withdraws electricity for consumption.

**"Electricity Certificate"** is to be understood as the electricity certificate that the electricity supplier is obliged to buy for the electricity that is sold. The customer pays a fee for the Electricity Certificate. The fee is determined based on the price at which the electricity supplier has purchased the electricity certificates, the year's quota and the type of electricity contract the customer has. More information about Electricity certificates can be found at [www.energimyndigheten.se](http://www.energimyndigheten.se).

**"Electricity Network Company"** is to be understood as the company that, with the support of the network concession, connects and transmits electricity to the consumer/customer.

**"Electricity Consumption"** means the actual measured consumption that can be read on the electricity meter or, when measured values are missing, refers to calculated consumption.

**"Electricity Contract"** is to be understood as the contract that the customer has with another electricity supplier.

**"Electricity Supplier"** means the company from which the Customer buys its electricity.

**"Facility"** shall be understood as the facility for the use of electricity within the property/dwelling after the Withdrawal Point.

**"Network Concession"** refers to permission to lay out, use and maintain power lines in the area where the Customer's Facility is located.

**"Power Grid Agreement"** refers to an agreement to use the power grid signed between the Customer and the Power Grid company that, with the support of the grid concession, connects and transmits electricity to the Customer.

**"Spot Price"** refers to the spot price per hour on the Nordic electricity exchange Nord Pool, which is the market platform for physical trading of electricity.

**"Start Date"** is to be understood as the specified date for the start of delivery of electricity to the Customer in accordance with the Agreement.

**"Terms"** are to be understood as these general terms and conditions.

**"Withdrawal Point"** is to be understood as the point where the customer, who has an agreement with an electricity network company, withdraws their electricity for consumption.

### **3. Services under the Agreement**

3.1. Nibela undertakes to deliver electricity to the Customer on the Terms stated in the Agreement including the electricity that is consumed at the Delivery Address specified in the Agreement.

3.2. Additional services may, after written agreement between the parties, be added in accordance with the information/price list applicable at any time which can be found on Nibela's website.

#### **4. Supplier change**

4.1. The customer shall, at the latest upon signing the Agreement, provide Nibela with a power of attorney including a right for Nibela to;

- change the Customer's, at the conclusion of the Agreement, Electricity Supplier to Nibela,
- information obtained from the existing Electricity Network Company that aims to obtain information about the Facility as well as contractual terms linked to the delivery of electricity to the Delivery Address.

#### **5. Start Date**

5.1. Electricity deliveries must begin in accordance with the specified Start Date in the Agreement clause 8.1, provided that the Customer has provided Nibela with correct information in accordance with the Agreement clause 5.1. The Customer is responsible for ensuring that Nibela receives correct information in writing in accordance with the Agreement.

5.2. The following prerequisites must be met, at the conclusion of the Agreement, for the delivery of electricity under the Agreement to take place:

5.2.1. The Customer must provide Nibela with correct information in accordance with clause 5.1 of the Agreement.

5.2.2. The Customer must hold a valid Electricity Network Agreement for connection to the electricity grid and delivery of electricity to the outlet point and

5.2.3. The customer must provide Nibela with a power of attorney in accordance with clause 4.1 for termination of the existing electricity agreement.

5.3. In the event that Nibela has not received correct information in accordance with clause 5.2 point 1, Nibela has the right to obtain the information through a power of attorney from the Customer and/or the right to terminate the Agreement until immediate termination.

5.4. Nibela will, after the conclusion of the Agreement, carry out the necessary checks to ensure that clause 5.2 point 2 is fulfilled. In the event that the condition according to point 2 is not met, the Agreement cannot be fulfilled, whereupon Nibela has the right to terminate the Agreement with immediate effect.

In the event that there is an existing electricity agreement according to clause 5.2 point 2, Nibela has the right to terminate such an electricity agreement with the relevant Electricity Supplier, Nibela has no obligation, nor will it adjust the Customer's termination and binding

period with the relevant Electricity Supplier. It is the Customer's responsibility to check such conditions himself. In the event that the electricity agreement with the current Electricity Supplier is subject to a certain notice period/binding period, delivery of electricity will begin no earlier than the day after the Customer's existing electricity agreement has expired/terminated. Notwithstanding the foregoing, Nibela has the right to terminate the Agreement with immediate effect in the event that the notice period on the Customer's electricity agreement exceeds 3 months.

5.5. The Agreement assumes that the Customer's electricity consumption is measured per hour. In the event that the Customer does not have access to such measuring equipment, the Customer undertakes to ensure that the Customer has an electricity meter that can measure electricity consumption per hour (hereinafter the "**Electricity Meter**")

## **6. Electricity Price**

6.1. Nibela charges the Customer per kWh consumed at the Delivery Address, which is a dynamic electricity price. The price per kWh is in accordance with the Nordic electricity exchange Nord Pool's Spot Price for the electricity price range of the Delivery Address, meaning the price set for electricity for each hour of the next 24 hours for the current electricity price range "**Spot Price**". The spot prices are not something that Nibela determines or can influence, they are determined on the Nordic electricity exchange. The spot prices including the relevant electricity price range can be seen on Nord Pool's website ([www.nordpoolgroup.com](http://www.nordpoolgroup.com)).

6.2. Nibela charges the Customer for the actual purchase price of the electricity. The customer's price is calculated based on Sport Price multiplied by the customer's consumption of electricity per hour, VAT is added and the cost of electricity certificates in accordance with clause 6.8 is added. The purchase price varies depending on which price range the delivery address belongs to. For information on prices in the respective price range, Nibela refers the customer to the Nordic electricity exchange Nord Pool.

6.3. A reading from the Elmätaren is carried out at the end of each month by Elnätsbolaget. Invoicing is based on read or estimated consumption according to information received from the power companies. Any estimated invoicing in accordance with clause 6.6 is equalized in connection with the next invoice after the read meter readings have been received, however, at the latest in connection with the final invoice received in the event of possible termination of the Agreement.

6.4. Nibela informs the Customer that there are both risks and opportunities with having a dynamic electricity price, a so-called variable price based on the Spot Price, compared to agreements that run on a fixed price or a variable price based on average prices during the current period. Prices under the Agreement that are based on the Spot Price may be lower than, for example, a fixed price, whereby the Customer makes a saving. It can also be a higher Spot Price in relation to a fixed price, which means that the Customer makes a loss in relation to if the price had been fixed. There is thus no guarantee that the Customer's Spot Price is more favorable/lower than the fixed price. An opportunity for the Customer who has a Spot Price may be that the Customer is given the opportunity to see the electricity price/hour in advance and then adjust their consumption to the time of the next day that is

more favorable than a fixed price. If you have more questions about risks and opportunities, please contact customer service.

6.5. In addition, Nibela has the right to invoice the Customer on an ongoing basis for a fixed administrative fee that amounts to the following monthly "Monthly Fee". Nibela has the right to change the Monthly Fee by giving the Customer written notice of the change at least two (2) months before the change takes place. Whereby the Customer, in the event that the Customer does not terminate the Agreement in accordance with the Terms and Conditions clause 10.1 , becomes bound by the new Monthly Fee after two (2) months have passed.

6.6. In the event that the Electricity Network Company does not deliver information about electricity consumption per hour, Nibela has the right to charge the Customer in accordance with the information about estimated measured values that the Electricity Network Company provides.

6.7. Electricity grid charges and energy tax are not covered by the Agreement. It is the Customer's responsibility to pay these directly to their electricity grid company.

6.8. To the electricity price is added at any time the fee for Electricity Certificates including VAT. The foregoing means that Nibela has the right to continuously adjust the fee for the electricity certificate to the corresponding extent without prior notification.

## **7. Billing and Payment Terms**

7.1. The Customer must make payment to Nibela for all electricity delivered to the specified Delivery Address in accordance with the Agreement.

7.2. The Customer is invoiced monthly in arrears and the invoicing refers to the monthly fee applicable at any time as stated on [www.nibela.se](http://www.nibela.se) , the variable electricity price, purchase price, as well as the cost of the Electricity Certificate and applicable taxes.

7.3. The payment must reach Nibela no later than the specified due date which appears on the invoice. Payment terms are 20 days.

7.4. Invoicing takes place by e-mail. The customer will also have the option of receiving an invoice directly through the app.

7.5. Payment can be made via direct debit, bank giro or via e-invoice.

7.6. In the event that payment is available to Nibela by the due date, Nibela will send a reminder by e-mail. In the event that payment is not made in accordance with the reminder, Nibela will take debt collection measures. Nibela is entitled to interest in accordance with the Interest Act from and including the due date of the invoice until payment is made. In addition, Nibela has the right to request compensation for the costs associated with the delay.

## **8. Lending and Security**

8.1. Nibela has the right to carry out customary credit checks in connection with the conclusion of the agreement and may, on the basis of such credit checks, terminate the Agreement with immediate effect in the event that it does not correspond to the creditworthiness that can reasonably be expected for the conclusion of the Agreement.

## **9. Right of Withdrawal**

9.1. The Act on Distance Agreements and Agreements Outside Business Premises (2005:59) is applied when the Customer enters into the Agreement with Nibela via the app or the website.

9.2. According to the law, the customer has the right to cancel the Agreement within 14 days from when the Customer receives the Agreement confirmation from Nibela via e-mail (hereinafter the "**Revocation period**").

9.3. The Customer applies his right of withdrawal by contacting Nibela's Customer Service via email: support@nibela.se.

## **10. Contract Period**

10.1. The Agreement is valid indefinitely with a mutual notice period of 14 days. The party wishing to terminate the Agreement must notify the other party in writing by contacting Nibela via their customer service; support@nibela.se.

10.2. The Agreement can be canceled free of charge. The only costs are for consumed electricity and the monthly fee during the notice period.

10.3. When changing Electricity Supplier, Nibela undertakes that the Customer will receive a final invoice within six weeks from the day the electricity supply ceased.

## **11. Force Majeure**

11.1. The party is not responsible for delay or damage due to circumstances beyond the party's reasonable control, such as statutory provisions, government action, instructions and regulations from banks, power outages, sabotage against electricity or other supply, war event, strike, blockade, boycott, lockout, computer viruses or others based on future attacks or other similar circumstances.

11.2. The reservation regarding strikes, blockades or boycotts and lockouts applies even if Nibela itself is subject to or takes such conflict measures. If there is an obstacle for a Party to fully or partially implement a measure due to a circumstance as described above, the measure may be postponed until the obstacle has ceased.

11.3. If the Party's performance is substantially prevented for a period longer than three months due to circumstances as described above, the Party has the right to withdraw from the Agreement, without liability for compensation.

## **12. Breach of Contract**

12.1. If the Customer substantially disregards its obligations under the Agreement, Nibela has the right to interrupt the transmission of electricity to the Customer in accordance with the conditions set out in the applicable law.

12.2. The customer must, before measures according to 15.1 may be taken, receive a request to take corrective action within a reasonable time and be informed that disconnection of electricity may otherwise result. If such a correction has not been taken, the transmission of electricity to the Customer may be interrupted without further communication.

### **13. Complaints and Disputes**

13.1. Claims and complaints are primarily submitted to Nibela's Customer Service, which can be found via email; [support@nibela.se](mailto:support@nibela.se).

13.2. The customer also has the opportunity to turn to the General Complaints Board and have their case tried.

13.3. Disputes about the interpretation and/or application of the Agreement and/or the Terms and Conditions shall be settled according to Swedish law at the general court, where the Linköping district court shall be the first instance.

### **14. Adaptation to Laws**

14.1. If any provision in the Agreement and/or the Terms and Conditions is or becomes invalid, the validity of other parts of the Agreement is not affected. The content of the Agreement/Terms shall be adjusted to the extent necessary to remove the invalidity, and with the aim of re-establishing the original balance of the Agreement.

### **15. Transfer of contract**

15.1. Nibela has the right, on unchanged terms, to transfer the Agreement to another party.

15.2. The customer does not have the right to transfer the Agreement to another party.

### **16. Terms**

16.1. An overview of Nibela's prices, other additional services, terms and consumer rights can be found at [www.nibela.se](http://www.nibela.se).

### **17. Change of Terms**

17.1. The terms may change and the Customer will in that case be informed, no later than two months before the new terms come into effect, via e-mail specified in the Agreement, whereby the Customer is given an opportunity to terminate the Agreement as long as the change affects the Customer's costs and/ or supply of electricity under the Agreement. It is

the Customer's responsibility to ensure that Nibela always has updated contact details for the Customer.

## **18. Change of Terms**

18.1. Nibela is the personal data controller for the processing of personal data that takes place within the framework of Nibela's operations and is responsible for complying with applicable data protection legislation. Read the full personal data policy.

### **Contact information:**

Company name: Nibela AB

Address: Stora Torget 3, 582 19 Linköping

Organization number : 559418-9192

Email address : [support@nibela.se](mailto:support@nibela.se)

Web address : [www.nibela.se](http://www.nibela.se)