

Oomi Terms of contract, consumers

The terms will come into effect on 1 January 2023

1. General

An electricity sale contract can be concluded by a consumer customer, with the maximum main fuse at their site being 3x63 A and maximum electricity consumption 100,000 kWh per year. The contract concerns the sale of electricity and is signed between the customer and Oomi Oy (the vendor). The contract is primarily governed by 1. these terms and conditions, 2. product-specific terms and conditions and relevant terms of the supplementary services and 3. the general Terms of Electricity Sales (SME 2014). In addition, a separate service price list of Oomi Oy will apply in accordance with the current service price list available at oomi.fi/service-price-list. Sections 1 to 3 constitute the contract (hereinafter 'contract').

For the electricity network service (electricity transmission), the customer must have a separate electricity network contract with the local electricity network company, which takes care of the transmission of electricity to the place of delivery. By accepting this contract and its terms and conditions, the customer authorises Oomi Oy to terminate the existing electricity sales contract if necessary and sign a new electricity network contract in the customer's name.

Before the contract enters into force, Oomi Oy reserves the right to carry out a credit check on the party drawing up the contract from the register of Suomen Asiakastieto Oy and request a reasonable security, or refuse to draw up the contract if there is a serious reason to do so.

Oomi Oy complies with the applicable legislation in the processing of personal data, such as the Electricity Market Act and the Data Protection Act, as well as the EU's General Data Protection Regulation. The privacy policy of Oomi Oy is available at oomi.fi/privacy-statements.

The checklist for energy consumers is available at www.energiavirasto.fi/kuluttajainfo.

The electricity supplied based on this contract is generated by combining different energy sources depending on Oomi Oy's supply situation at the time. If a separate supplementary service regarding the determination of the origin of the electricity has been selected for the contract, the electricity is produced from energy sources according to the applicable product-specific terms and conditions of the supplementary service in question.

2. Start, duration, withdrawal and termination of the contract

The contract will come into effect in accordance with the customer's subscription but no later than on the date on which the distribution system operator confirms to Oomi Oy that the customer's electricity sales contract can start. This date is confirmed to the customer with a contract confirmation notification. A contract is always specific to the customer and location of use.

Once the contract has been drawn up, the customer has a right of withdrawal of 14 days starting from the time of drawing up the contract. The withdrawal must be notified to the customer service of Oomi Oy by post or telephone or through the website. If the contract is withdrawn from within the withdrawal period, but not until after the electricity delivery has started, the customer must pay Oomi Oy for any electricity that has been delivered up until the withdrawal notification was submitted in accordance with the confirmation of contract.

The fixed-term contract is binding and valid until the end of the contract period confirmed in the confirmation notification. If the customer has not given a notice of termination to Oomi Oy 14 days before the expiry date of the fixed-term contract or signed a new fixed-term contract, the contract will continue to be automatically valid until further notice with the product and prices separately confirmed by Oomi Oy.

A continuous contract is valid until further notice, and its term of notice is 14 days for the customer and one (1) month for Oomi Oy. A termination does not require a specific reason from either party, and it can be done by any written notice of termination.

When moving houses, the customer is obligated to notify Oomi Oy no later than two weeks before the moving date. A continuous contract will also end when the customer moves away from the location of use (housing unit). For avoidance of doubt, Oomi Oy is entitled to terminate the customer's continuous or fixed-term contract if the location of use to which the contract applies changes due to the customer moving. The customer may sign a completely new fixed-term contract for the new location at the prices valid at the time.

If a fixed-term contract ends before its specified end date for a reason attributable to the customer, other than moving or the reasons specified in sections 10.2.1–10.2.5 of the Terms of Electricity Sales (SME 2014), Oomi Oy is entitled to collect a reasonable contractual penalty from the customer. The contractual penalty is determined by the difference between the price of the customer's fixed-term contract and the market price¹ for the remaining contract period, multiplied by the electricity consumption of the remaining contract period. The volume is based on monthly consumption over the previous 12 months. If the contract has been in force for a shorter period, the volume is based on the monthly projection calculated based on the estimated annual consumption at the time the contract was signed.

¹The price in the Finnish price area (SYS+EPAD) for derivatives on the Nasdaq Commodities electricity exchange at the time of notification or when Oomi Oy becomes aware of the change

3. Changes to the terms, conditions and prices

In fixed-term contracts, terms and conditions and the price remain the same until the end of the selected contract period, after which the contract will remain valid until further notice under the terms and conditions and prices separately confirmed by Oomi Oy. At the end of the contract's validity period and after the contract has been continued until further notice, Oomi Oy may change the contract's terms and conditions or prices by notifying the customer about the change one (1) month before it comes into effect.

We will notify the customer about changes to the terms and prices of continuous contracts no later than one (1) month before the changes come into effect.

A separate, current service price list of Oomi Oy applicable to contracts is available at oomi.fi/service-price-list. The service price list is valid until further notice and Oomi has the right to change it by notifying the customers of the changes no later than one (1) month before the change comes into force. For the avoidance of doubt, changes to the service price list, which is separate from the customer's contract, do not constitute a change to a continuous contract or a fixed-term contract and, therefore, do not justify, for example, the termination of a fixed-term contract.

Any changes to and increases in taxes and tax-like charges are taken into account in the sales prices of electricity immediately from the start of the obligation to pay the tax or charge. We will notify the customer of the change once the exact effect of the change on the price is known. These changes, where applicable, also apply to fixed-term contracts.

Oomi Oy reserves the right to change the terms of any contract other than fixed-term contracts, unless otherwise stated in the product-specific terms. We will notify the customer about changes to the prices of continuous contracts no later than one (1) month before the change comes into effect.

Notifications of any contractual changes (prices, taxes, tax-like charges, contract terms and other details) will be provided to the postal or e-mail address provided by the customer, in an invoice attachment or in the context of the customer accessing Oomi's online services.

4. Other terms

Oomi Oy is not liable for service outages, damage or errors in the self-service caused by disruptions in telecommunications, data system errors or malware. In the event of disruptions, Oomi Oy has the right to cancel a contract signed by the customer by notifying the customer.

Any disputes concerning the contract shall always be settled primarily through negotiation. The customer can also obtain information and help from the consumer advisory services (www.kkv.fi/kuluttajaneuvonta). The customer has the right to submit the matter in writing to the Consumer Disputes Board, which can provide recommendations for resolving the dispute (www.kuluttajariita.fi). Should you so desire, you can also use EU's online dispute resolution (ODR) forum for consumer disputes (<https://ec.europa.eu/consumers/odr/main/?event=main.n.home2.show>).

Metering of electricity consumption and invoicing

The local electricity network company is responsible for metering electricity consumption (electricity transmission). Whenever possible, invoicing is based on the hourly electricity consumption metered. Otherwise, the projected consumption reported for the location of use by the local electricity network company is used.

On a contract for which the time-of-day or seasonal electricity product has been selected, the price of day electricity is valid from 7:00 to 22:00 from Monday to Sunday in time-of-day electricity, while the price of winter day electricity is valid from 7:00 to 22:00 from Monday to Saturday from 1 November to 31 March in seasonal electricity.

The network company will invoice the customer for electricity transmission in accordance with its price list.

Oomi Oy has the right to tell the customer of the e-invoice option offered by it by notifying banks providing the e-invoice service, in which case the customer will see the suggestion in their online bank and can then submit an e-invoice request to Oomi Oy.