

Oomi Terms of contract, corporate customers

The terms will come into effect on 19 November 2024

1. General

An electricity sales contract can be signed in accordance with these terms by a corporate customer whose electricity consumption does not exceed 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/companies-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.

Oomi Oy has the right to check the customer's credit information from the register of Suomen Asiakastieto Oy before the contract's entry into effect and during the contract period. If the customer's credit risk category is RL4 or worse according to Suomen Asiakastieto, or if the customer neglects their payment obligation that is based on this or another contract, Oomi Oy has the right, at any time, to require the customer to arrange a sufficient security or advance payment or supplement an existing security or advance payment or refuse to sign the contract. If a security required during the contract period is not paid by the due date, Oomi Oy has the right to discontinue the sale of electricity immediately without a separate notification.

The pricing of the contract is based on the initial information provided by the customer on the location of use and its electricity consumption. If this information is incorrect, Oomi Oy has the right to adjust the pricing to correspond to the actual costs incurred. If the amount of electricity consumed at the customer's location of use or the nature of the location changes materially from what was agreed upon when the contract was signed, the customer and Oomi Oy will decide its effect on the contract's prices through negotiations. If an agreement cannot be reached through negotiations, Oomi Oy has the right, by way of derogation from the provisions of section 2 below, to terminate the contract with two (2) weeks' notice.

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, termination and premature 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.

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, unless otherwise stated in the product-specific terms and conditions.

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.

If the customer moves or the customer's operations cease for any reason, the customer must notify Oomi Oy of these changes no later than 14 days prior to the change. When the customer moves, the old contract will expire, and the customer must make a new contract for the new location of use.

If the fixed-term contract ends before the expiry date of the fixed-term contract for the above reasons (moving or cessation of the customer's operations) or any other reason on the part of the customer, Oomi Oy has the right to charge the difference between the price of the customer's fixed-term contract and the market price¹ for the remaining contract period, multiplied by the volume of electricity. 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.

¹ The price in the Finnish price area (SYS-HEPAD) 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 two (2) weeks before it comes into effect.

A separate, current service price list of Oomi Oy applicable to contracts is available at oomi.fi/companies-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 two (2) weeks 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 two (2) weeks before the change comes into effect. Notifications about changes to the contract and its terms and conditions will be sent to the postal or email address provided by the customer attached to the invoice.

4. Exceptional market situation and invoicing the customer for the additional costs linked to it

In the exceptional market situation, there may be a shortage of electricity generation, in which case the required amount of electricity cannot be purchased on the Nord Pool electricity exchange for the different hours of the day at the hourly spot price. When the demand for electricity is greater than the supply, the market participants' bids are cut according to the mechanism of the electricity exchange and the replacement electricity is purchased at a higher price on

the balancing market, for example (exceptional market situation).

Oomi Oy has the right to take into account the actual additional costs of the exceptional market situation (e.g. the difference between the electricity price on the balancing market and the price on the Nord Pool spot day ahead market) in the customer's invoice for the month in question and charge the customer for this. Additional costs can also be charged retroactively, if the costs cannot be charged when the invoice is issued for the month in question.

We will disclose the basis and amount of the additional costs caused by the exceptional market situation when the exact impact of the additional costs on the price is known. The terms applicable in this section concerning the exceptional market situation apply to all types of contracts, including new fixed-term contracts signed from 1 December 2022 onwards (excluding fixed-term contracts in force before 1 December 2022, to which this section 4 does not apply).

5. Other terms

Oomi Oy has the right to cancel this contract if the customer materially breaches the terms of this contract or repeatedly neglects to pay the invoices by their given due dates and fails to rectify the breach within a reasonable time after receiving a written notification.

Oomi Oy has the right to transfer this contract to a third party. The customer may not transfer the contract to a third party without Oomi Oy's prior written consent.

Both parties are entitled to compensation for direct damage that have resulted from the other party's negligence or intentional breach of contract. The parties are not liable to each other for indirect or consequential damage, such as interruptions in production, lost profits or incurred losses, unless the damage is due to the intent or gross negligence of a party.

In any case, Oomi Oy's liability for damages is limited to an amount corresponding to no more than ten (10) per cent of the amount invoiced by Oomi Oy from the customer in the previous twelve (12) months, excluding value-added tax (VAT 0%).

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.

This contract is governed by Finnish law. Disputes arising from this contract will be settled by a single arbitrator in Helsinki in accordance with the rules of the Arbitration Institute of the Finland Chamber of Commerce.

However, disputes based on the contract that concern payment obligations can be settled in the District Court of Helsinki.

In so far as it has not been agreed upon in these terms, the contract is subject to the Terms of Electricity Sales (SME 2014) recommended by Finnish Energy. In the event of any discrepancy between these terms and the general terms, these terms will prevail.

6. 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. The term of payment is 14 days net from the date on the invoice.

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.