

HEP ENERGIJA d.o.o., Tivolska cesta 48, 1000 Ljubljana, registration number: 2348489000, entered in the court register on 19th November 2007, capital of the company: 7.600,00 EUR, VAT ID: SI95872175

GENERAL CONDITIONS FOR THE SUPPLY OF ELECTRICITY TO BUSINESS CUSTOMERS

I. GENERAL PROVISIONS

1.1. Introductory provisions

The General Terms and Conditions for the Supply of Electricity to Business Customers (hereinafter: SP PO) are governed by the contractual relations between HEP ENERGIJA doo, Tivolska cesta 48, 1000 Ljubljana, registration number 2348489000 (hereinafter: HEP ENERGIJA doo and / or the supplier and / or electricity supplier energy) and business customers (hereinafter: PO). By concluding the Contract on Electricity Supply to business customers (hereinafter: the Contract), they become a part of it. The PO confirms that it is aware of the SP PO content and accepts them in full. In cases where the provisions of the contract and the General Terms and Conditions for the Supply of Electricity to Business Customers differ, the provisions of the contract shall apply. The General Terms and Conditions are published on the supplier's website <http://www.hep-energija.si> and are available in the suppliers information office(s).

1.2. Definitions

The term "SP PO" has the following meanings:

- **Electricity supplier** (hereinafter: the supplier) is: HEP ENERGIJA d.o.o., Tivolska cesta 48, 1000 Ljubljana, registration number 2348489000 (HEP ENERGIJA d.o.o.), i.e. a legal entity that performs the energy activity of electricity supply and supplies electricity to the customer;
- **business customer** (hereinafter: PO): is a customer of electricity that uses electricity to perform business or professional activities. The PO is usually the owner of the metering point, the holder of the connection consent, the signatory of the contract and the payer. If that is not the case, the condition for the validity of the Contract is the submitted signed consent of the owner of the measuring point in accordance with the conditions of the operator. PO, which is not the holder of the consent for connection, explicitly allows that the supplier may inform the holder of the consent for connection in case of unpaid obligations. The holder of the connection consent is obliged to provide all the data on the payer at his disposal;
- **payer**: is the owner of the metering point or a person who, under the owner's authorization, assumes the obligation to pay financial obligations to the supplier and is thus also the addressee for the delivery of invoices and other messages from the supplier;
- **owner of the metering point**: is the holder of the consent for connection to the electricity network;
- **metering point**: is a place where electricity is measured and is usually at the transfer point. There may be several measuring points.
- **metering data**: data determined by the transmission system operator (TSO) or the distribution system operator with help of metering devices at metering points in accordance with the applicable regulations in the field of energy;
- **operator**: is a legal or natural person who carries out the activity of electricity distribution operator and is responsible for the operation, maintenance and development of the electricity distribution network in a given area, for interconnections with other systems, where possible, and to ensure the long-term capacity of the system to meet reasonable electricity distribution needs;
- **Network usage price**: is the price paid by the customer for network usage. It consists of the network charge and

supplements to the network charge, which are determined by the positive legislation;

- **green energy**: is electricity from HEP hydropower plants that is TÜV SÜD Standard "Generation EE" certified. This means that it is certified for production from renewable energy sources ("Green Certificate");
 - **electricity supply contract**: is a contract between a supplier and a customer, the subject of which is the supply of electricity to a specific transfer point;
 - **commercially sensitive data**: is data that indicates the characteristics of the business operations of a legal or natural person, such as data on prices, concluded contracts and their content, scope of operations, business results, etc. ;
 - **appropriate notice**: is a notice on the supplier's website, on the back of the electricity supply invoice, a notice by e-mail or notice sent in another appropriate way;
- Other terms used in the SP have the same meaning as defined in the Energy Act (Ur. l. RS, No. 17/2014; hereinafter: EZ-1) and other positive legislation on the territory of the Republic of Slovenia.

II. OFFER

The supplier's electricity offer is published on the supplier's website or is available in the supplier's information office(s).

III. CONCLUSION, DURATION AND WITHDRAWAL OF THE CONTRACT

1.1. Conditions for concluding the contract

The conditions for concluding the contract are:

- legal and business capacity of the supplier and the customer;
 - valid consent for connection and valid connection contract for the measuring point;
 - the absence of mutual disputes that could affect the ability to perform the obligations and rights under the contract;
 - the absence of insolvency proceedings against the client (or compulsory settlement), bankruptcy proceedings or liquidation proceedings under applicable insolvency law. It is important that there are no reasons that constitute or could constitute an obstacle on the part of the customer to the ability to fulfill obligations or rights under the Contract;
 - the absence of the customer's outstanding due liabilities to the other supplier of electricity and other liabilities from mutual contractual relations;
 - the truthfulness and completeness of the information provided, which is guaranteed by signing the Contract.
- At the time of concluding or for the duration of the Contract, the supplier may request from the customer appropriate security for the repayment of obligations.

1.2. Form and content of the contract

The Contract shall be concluded in writing and for an indefinite period of time, unless otherwise agreed in the Contract. In the case of concluding the Contract by e-mail or by accepting the offer, the contract is considered concluded when the parties agree on the essential components of the Contract.

The essential components of the Contract are: title / name or the name of the contracting parties, address, identification number (tax number or registration number), information on the metering point (through which the electricity will be supplied), quantity, price and payment terms, contact details of the supplier and the duration of the Contract. The client is obliged to submit documents from which the data he provides are evident. In the Contract or subsequently with a written request, the customer may decide to purchase electricity produced from environmentally friendly sources (green energy).

1.3. Obligations of the supplier and the customer

By concluding the Contract, the supplier undertakes to supply electricity to the customer and the customer to take over electricity in the manner and under the conditions specified by applicable law, SP PO and the Contract, except in situations beyond the supplier's control (force majeure). and in other cases specified in EZ-1 and implementing regulations. The supplier is not liable for the obligations of the operator.

In the event of disruptions in the supply of electricity, which cannot be influenced by the supplier, the supplier is not liable for damages, nor is he liable if he is unable to fulfill his obligations for reasons on the part of the operator. Prior to concluding the Contract, the customer or, upon authorization, the supplier must terminate all previous contracts on the supply of electricity with other suppliers in a timely manner.

1.4 Other supplier services

The supplier may also offer the customer other services or products, the content, conditions and prices of which are published on the supplier's website and available in the information office (s), such as: account statement at the customer's request, transcript of all invoices...;

1.5. Authorization

By concluding the contract, the customer authorizes

the supplier to access the network with the operator on his behalf, to regulate all issues related to access to the network, and to obtain from the operator all information necessary for delivery of electricity. The customer may also authorize the supplier for other tasks related to the performance of the contract offered to him by the supplier and published on the website.

IV. ACCOUNT STATEMENT, INVOICE AND PAYMENT

1.1. Account statement elements

Used power is charged monthly in accordance with the applicable regulations, which determine the method of metering power. The network charge is determined in the implementing regulations and is published on the website of the "Agencija za energijo". Contributions: the amount of legally prescribed contributions is determined and published in the applicable legislation. Electricity prices are determined by the supplier and are specified in the contract or price list, usually separately for a higher daily tariff item (VT), a lower daily tariff item (MT) and a single daily tariff item (ET). The duration of each daily tariff item is defined by the applicable regulations. The prices of other services or products are determined by the supplier and are specified in the Contract or Price List of Services. Excise duty: the amount is determined in the Excise Duties Act or in legal acts. Average daily consumption (PDP) is the average daily electricity consumption of the customer's metering point in kWh, which is calculated on the basis of the customer's consumption in the previous period and the number of days in the same period.

1.2. Calculation of used energy

The supplied electricity is calculated by multiplying the supplied kWh during each daily tariff item by the price for energy in each daily tariff item. The supplier will issue an invoice to the customer for the supplied electricity on the basis of metering data registered on the metering devices of the associated metering point. The billing data is provided by the operator and is responsible for their accuracy and correctness. The supplier will issue an invoice to the customer for all metering points and a bill for consumption after each metering point within 5 (five) days from the day of receipt or receipt of metering data. The invoice will cover the charged electricity consumed with valid charges / credits and with contributions to promote the production of electricity from renewable sources, the supply fee and any other fees and charges that are in accordance with the positive legislation. Immediately after issuance, the supplier will deliver the invoice and bills for all metering points to the customer in electronic form to his e-mail address specified in the Contract. The Supplier will issue an invoice to the customer in writing and, upon written request, to the address specified in the Contract. The customer is obliged to notify the supplier if he does not receive the invoice by the 15th day of the current month, whereby the supplier is not responsible for incorrect or delayed billing because of incorrect or untimely data from the operator or customer. The billing method (monthly or annual) and the billing period are determined by the operator. For metering points that have a monthly billing method based on regular meter reading, the operator checks the meter at least once a year for the annual billing method. In the annual billing method, the customer will pay monthly bills based on the customer's PDP in the previous billing period. For a new customer, the supplier determines the PDP based on the customer's data. The amount of the invoice issued on the basis of the bill is the difference between the amount for the actual supply of electricity and the amounts already charged during the billing period. The supplier will also charge excise duty, all statutory duties and contributions, and VAT on the invoice. Based on the contract concluded with the operator, the supplier will also be able to charge the amount for the use of the network on the electricity supply bill, which the operator charges to the customer through the supplier. This enables the customer to pay for electricity and network use with a joint account. If the customer is late in paying at least two invoices, the supplier may, at his own discretion, start issuing a separate invoice only for the billing items he determines himself and the statutory contributions. The costs of this change are borne by the customer. Green energy is calculated by multiplying all delivered or calculated monthly quantities by the selected share of Green energy and the price of the Green Energy supplement. In the contract or subsequently for an individual metering point, the customer selects the share of the purchase of Green Energy.

1.3. Payment deadline and method of settling liabilities

The supplier will issue an invoice to the customer for financial obligations once a month. The deadline for payment of all financial obligations is 15 (fifteen) days from the issuance of the invoice, unless otherwise provided by legal acts or the Contract. In the event of late payment, the supplier will be able to charge the customer the costs of reminders, the associated statutory default interest

and any recovery costs. In the event of late payment of obligations, the supplier calculates penalty for delay in accordance with the provision of the OZ by first paying the costs, then interest and the final principal. The customer can settle his account with a bank transfer, direct debit, using modern banking channels or in another appropriate way. In the event that the customer does not pay all obligations even after the deadline for payment specified in the reminder, the supplier may withdraw from the contract without prior notice without notice and notify the operator and submit a request to stop the supply of electricity. In the event of suspension of supply due to non-payment, the supplier will start supplying electricity to the customer again, when the customer settles all obligations to the supplier, the cost of reconnection and concludes the relevant supply contract.

1.4.Reclamation of the invoice

The customer who does not agree with the received invoice is obliged to pay the undisputed part within the contractually specified period, and for the disputed part no later than 8 (eight) days after issuing the invoice to submit a written objection to the supplier, stating the reason for objection, number of the measuring point, invoice number, meter reading and date of reading. The client must also sign the objection in his own handwriting and return the original invoice. The customer can send an reclamation/claim only by registered shipment.

V. NOTIFICATION/DELIVERY

The supplier and the customer will inform each other in the manner specified in these SP and the Contract. All information on PO rights and information that the supplier must communicate to customers in accordance with EZ-1 is published on the supplier's website <http://www.hep-energija.si> or customers receive them with the electricity bill. The Contracting Parties shall send all notices and other communications to each other in writing to the addresses indicated in the Contract, unless otherwise provided in the Contract. A written notice or other communication sent by registered post to the address specified in the Treaty shall be deemed to have been served on the addressee after the (8) days from the delivery of the registered postal item at the post office. To the extent that mutual communication is carried out by e-mail, it is considered that the addressee received the mail on the day when the sender's e-mail received a confirmation of successful delivery of e-mail to the addressee's address specified in the Contract.

VI.CHANGES AND WITHDRAWALS

1.1. Change of data

The customer must notify the supplier in writing of any changes in the data relevant to the regulation of rights and obligations arising from the contractual relationship, in particular the change of name, address, ownership / lease of the metering point, initiated insolvency proceedings (bankruptcy, compulsory settlement) or liquidation. The customer has to inform supplier within 8 (eight) days after the change, otherwise he is liable to the supplier for damages. If the client does not report changes to the name, address or to the company, ownership / rental of the metering point within the period specified above, invoices and other messages sent to the customer in the name / company and address specified in the Contract shall be deemed to have been received.

1.2. Changes in electricity prices or SP PO

The supplier has the right to change the prices of electricity or SP PO in case of changed market conditions. The prices in the contract are valid until the price changes and are changed in accordance with the provisions of the SP PO, with which the customer expressly and in advance agrees. The supplier will notify the customer at least one month before the entry into force of the change about the change in the price of electricity, which means an increase for the customer, or about the change in the SP PO, if they relate to the fulfillment of contractual obligations. If the customer does not agree with the changes, he may withdraw from the contract by written notice within one month after the entry into force of the changed prices or amended SP without notice and without penalty. If the supplier does not receive a written notice of withdrawal within the specified period, it is considered that the customer agrees with the changes and accepts them. From the date of entry into force of the changed price or SP PO until the change of supplier, the supplier will supply electricity at the changed price or in accordance with the amended SP PO. If the price change does not coincide with the end of the billing period, the operator does not read the meter and the supplier will take into account the estimated quantities based on the customer's PDP.

1.3. Changes in service prices, network usage prices, excise duties and statutory duties and contributions

The supplier will inform the customer about the change in the prices of services.

The supplier may change the price of electricity produced from environmentally friendly sources, and will inform the customer accordingly. The Supplier and the Customer agree that the written notice of the price change is considered as an annex to the Contract and is legally binding. If the customer does not agree with the change, he can cancel the purchase of this type of energy in writing. The notice shall be taken into account on the first day of the month following the end of the month in which the supplier received the written notice from the customer.

The supplier will inform the customer about the change in the price for the use of the network, excise duty and legally prescribed duties and contributions. A change in the price for the use of the network, excise duty and other legally prescribed fees and contributions does not mean a change in the price of electricity and is not a reason for the customer to withdraw from the contract.

1.3.Withdrawal from the Contract by the customer

The customer may withdraw the Contract in writing in addition to the reasons specified in these SP PO, also due to the change of supplier, disconnection from the distribution network at his own request, change of ownership of the metering places and payer changes.

In this case, the customer bears the consequences provided for the early withdrawal from the contract, if the contract is effective for less than one year. The change of supplier is carried out in accordance with the rules of the operator. In the event of withdrawal from the Contract, the customer must settle all outstanding financial obligations to the supplier.

1.4.Withdrawal from the Contract by the Supplier

The Supplier may withdraw from the Contract if the Customer no longer fulfills the conditions and obligations set out in the Contract and these SP PO. In the event of withdrawal of the supplier from the Contract due to non-payment, the supplier may cancel the withdrawal from the Contract after the customer has paid all obligations and costs, up to performing a final condition reading at the measuring point. If there is a change in the measuring point (owner or payer) or the termination of an individual measuring point, the Contract concluded for that measuring point shall be terminated. A new Contract or an annex to the existing Contract shall be concluded for each metering point that the customer will subsequently acquire.

1.5.Consequences of withdrawal from the contract

In case of withdrawal from the contract by the customer before the end of the contract period for any reason (except due to breach of contractual obligations by the supplier or non-acceptance of the change in the price of billing elements) or in case of withdrawal from the contract by the supplier due to breach of contractual obligations is obliged to pay compensation for damage in the amount of the total credit for the charged electricity supplied to the customer in the period from the entry into force of the Contract until the termination of the contract, increased by the amount of compensation for damage proved by the supplier in accordance with the rules of law.

The supplier will notify the customer in writing of the amount of damage that the customer is obliged to pay to the supplier in accordance with the provisions of this article of the SP PO, and the customer must pay for the damage within 15 days of receiving notice from the supplier.

VII.PROTECTION OF PERSONAL DATA

The Supplier and the Customer are obliged to protect commercially sensitive and personal data with which they become acquainted in connection with the contractual relationship and undertake to treat the data and information from the contract and its execution (commercially sensitive data) as their business secret. In the event of a breach of this provision, also liable for damages. That provision shall not apply to data transmitted under the applicable regulations to the operator and other entities, nor to data used for the purpose of debt recovery. By signing the Contract the client authorizes the supplier to collect, process, use and transmit his personal data for the purposes of concluding and implementing the contract and within the framework of its own marketing activities. The supplier may check the veracity and changes in the contract with the competent authorities.

VIII.GREEN ENERGY

If the customer's annual electricity consumption is more than 1 GWh, he can submit a request to the supplier to provide him with a TÜV SÜD Standard "Generation EE" certificate. That means that the customer is using energy from renewable energy sources ("Green Certificate").

If the supplier satisfies the request referred to in the previous paragraph, the contractual relations regarding the said service shall be regulated by a special contract between the contracting parties.

IX.FINAL PROVISIONS

1.1.Legal basis

The provisions of EZ-1 and other regulations that affect the relationship between the contracting parties shall apply to the regulation of mutual rights and obligations that are not agreed with the SP PO and the contract. All amendments to the said regulations shall apply *mutatis mutandis*.

1.2.Dispute Resolution

The Supplier and the Customer will endeavor to resolve any disagreements arising from the SP PO and / or the Agreement by mutual agreement. If an amicable settlement of the dispute is not possible, the court in Ljubljana is competent for resolving disputes.

1.3.Changes and completion of the SP PO

SP PO are considered as PO of the supplier and come into force on the day of publication.

By enforcing the General Terms and Conditions for the Supply of Electricity to Business Customers, on 1.10.2012. The general conditions for electricity supply are no longer valid. In this case, the contract applies to existing parties until the completion of the procedure of notification of their changes, and in case of their non-compliance with EZ-1, the provisions of EZ-1 are directly applicable.

In Ljubljana, on January 1, 2015

HEP ENERGIJA d.o.o.

director Pavao Bujas, dipl. ing.