

# GENERAL CONDITIONS OF ELECTRICITY SUPPLY TO SMALL BUSINESS CONSUMERS

## I GENERAL PROVISIONS

### 1.1. Preamble

General conditions of electricity supply to small business consumers (hereinafter: GC SBC) govern the contractual relationship between the company HEP ENERGIJA LLC, Tivoljska cesta 48, 1000 Ljubljana, ID number: 2348489000 (hereinafter: HEP ENERGIJA LLC, and/or Supplier, and/or Electricity Supplier) and a small business consumer.

Upon concluding an Electricity Supply Contract with a small business consumer (hereinafter: Contract), GC SBC shall become its integral part, and a small business consumer shall confirm that they took cognisance of its content and fully assume the obligations stipulated in its provisions, by signing Contract.

If the provisions of Contract and these GC SBC shall differ, the provisions of Contract shall prevail. GC SBC are published on Supplier's website <http://www.hep-energija.si> and available in Supplier's information offices.

### 1.2. Definitions

For the purpose of these GC SBC, the following definitions apply:

- **electricity supplier:** HEP ENERGIJA LLC, Tivoljska cesta 48, 1000 Ljubljana, ID number: 2348489000 (hereinafter: Supplier), i.e. a legal entity that procures and supplies electricity to Consumer;
- **small business consumer** (hereinafter: SBC/Consumer): Consumer of low voltage electricity who is not a private consumer and has a connected electricity of less than 41 kW. SBC, as a rule, is an owner of a reference meter point, a holder of an operational notification for connection, Contract signatory and a service payer. If that is not the case, the condition for Contract validity is that an owner of the reference meter point should send a signed operational notification for connection, which should include all conditions required by the operator. SBC who is not the holder of the operational notification for connection explicitly allows Supplier to notify the holder of the operational notification for connection in case of outstanding debts. The holder of the operational notification for connection shall be obliged to provide all the available payer's data;
- **payer:** an owner of a reference meter point or a person authorized by the owner to settle the financial obligations to Supplier, whereby that person is also an account holder to who Supplier delivers the bills and other notifications;
- **owner of a reference meter point:** holder of an operational notification for connection to the electrical network;
- **reference meter point:** point of reading the electricity consumption; it is, as a rule, the place of electricity collection or delivery. There may be several reference meter points at the place of electricity collection/supply;
- **data received from meter readings:** data defined by an electric network operator, i.e. a distribution operator, supported by the meter readings at reference meter points in accordance with the regulations applicable to energy;
- **operator:** a legal or natural person who provides the services of electricity distribution operator and is responsible for the operation, maintenance and development of the electric distribution network in a certain area, interconnection with other systems, if applicable, and to ensure a long-term network capacity to meet reasonable needs for electricity distribution;
- **network usage charges:** the charges for network usage paid by Consumer. They consist of network usage charges and extras, which are regulated by the legislation in force;
- **green energy:** energy from renewable energy sources;
- **electricity supply contract:** Contract concluded by and between Supplier and Consumer on electricity supply for a particular reference meter point;
- **business sensitive data:** data, which show business features of a legal or natural person, such as prices, signed contracts and their contents, scope of business, business results, etc.;
- **a notification:** a notification on Supplier's website, on the last page of a bill, a notification sent by e-mail or by another appropriate method;
- **temporary electricity supply:** one-time electricity supply, for a period of less than one year (electricity supply for events, TV broadcasts, temporary facilities, etc.).

Other terms used in these GC SBC shall have the same meaning as stipulated in the Energy Act (the Energy Act; Reg. I, RS, no. 17/2014, 81/15 and 43/19; hereinafter: EA-1) and other legislation in force in the territory of the Republic of Slovenia.

### II OFFER

The electricity supply offer is published on Supplier's website and available in Supplier's information offices.

### III CONTRACT CONCLUSION AND TERM

#### 1.1. Conditions for Contract Conclusion

The conditions for contract conclusion are:

- legal and business capacity of Supplier and Consumer;
- valid operational notification for connection and valid agreement for metered connection to the distribution network;
- no disputes between Supplier and an SBC that could affect the ability to fulfil obligations and rights under Contract;
- no insolvency proceedings against Consumer, i.e. no compulsory settlement, bankruptcy or liquidation proceedings instituted or initiated against Consumer under the Insolvency Act in force, and no reasons that represent or could represent an obstacle for Consumer to fulfil the rights and obligations under Contract;
- no outstanding debts of Consumer towards Supplier for the electricity supply or other charges related to the items provided by Supplier, i.e. from other mutual contractual relations;
- authenticity and integrity of data, guaranteed by parties by signing Contract.

During the conclusion or the term of Contract, Supplier may request an appropriate insurance for the settlement of liabilities.

#### 1.2. Form and Contents of Contract

Contract shall be concluded in writing, to an indefinite period of time, unless otherwise agreed and stipulated by Contract. In case of concluding Contract by e-mail or by accepting an offer, Contract shall be considered concluded when the parties reach mutual consent on the key provisions of Contract.

The key provisions of Contract shall include: name, i.e. the company name of Contractual parties, address, identification number (tax or ID number), electricity supply contracts, quantity, price and payment terms, Supplier's contact details and Contract term. Consumer is obliged to present documents proving the provided data.

Consumer may decide to purchase electricity produced from renewable sources (so-called green energy) as stipulated in Contract or a subsequent written request,

#### 1.3. Obligations of Supplier and Consumer

By signing Contract, Supplier shall undertake to supply electricity to Consumer, and Consumer undertake to receive electricity under the conditions set out by laws and regulations in force, GC SBC and Contract, except in cases of force majeure and failure i.e. measures which cannot be influenced by Supplier and in other cases stipulated by the EA-1 and by-laws.

Supplier shall not be liable for the obligations of an operator. In the event of failure in the electricity supply, which cannot be influenced by Supplier, Supplier shall not be liable for damages, nor if Supplier cannot fulfil the obligations due to reasons caused by an operator. Prior to concluding Contract, Consumer or an authorized Supplier is obliged to terminate all previous contracts on the electricity supply concluded with other suppliers in a timely manner.

#### 1.4. Other Supplier's Services

Supplier shall also be able to offer other services to Consumer, i.e. products whose content, conditions and prices are published on Supplier's website and available in information offices, such as billing at Consumer's request, a copy of an electricity bill, etc.

#### 1.5. Authorisations

By concluding Contract, Consumer shall authorize Supplier to access the electric network through an operator on behalf of and for the account of Consumer, make all provisions related to the electric network access, and collect all data from an operator necessary for the supply of electricity. Consumer may also authorize Supplier to other actions in connection with the fulfilment of contractual obligations offered by Supplier to Consumer, which are published on Supplier's website.

### IV BILLING AND PAYMENT SETTLEMENT

#### 1.1. Billing Items

Electricity consumption is charged on a monthly basis, in accordance with the regulations in force related to charging the electricity consumption.

The network charges are regulated in bylaws and published on the website of the Energy Agency. Contributions: the amount of legally prescribed contributions is governed by and adopted by the applicable legislation. Electricity prices are determined by Supplier in Contract, i.e. a Price List, as a rule, separately for the higher daily tariff (HDT), the lower daily tariff (LDT) and the unit daily tariff (UDT). The period of each daily tariff is regulated by the applicable regulations.

The prices of other services, i.e. products are set by Supplier in Contract, i.e. a Price List of services.

Excise duty: the amount is regulated by the Act on Excise Duties, i.e. in bylaws.

Average Daily Rate (ADR) shall mean the average daily electricity consumption rate per a reference meter point in kWh, charged based on electricity consumption of Consumer in the previous billing period and the number of days in that billing period.

#### 1.2. Billing

The electricity supplied shall be calculated by multiplying the supplied kWh during a daily tariff by the energy price of a daily tariff.

Supplier shall issue an invoice to Consumer for the supplied electricity on the basis of meter data on the electricity meter of a reference meter point. An operator provides the billing data and is responsible for its accuracy and correctness.

Supplier shall send an electricity bill to Consumer within 5 (five) working days from the day of receipt or collection of all billing data. The bill shall include the consumed electricity units, encumbrances/credits and contributions for the support of the production of electricity from renewable sources, the distribution charges, any other taxes and levies with reference to the legislation in force.

Unless otherwise stipulated in Contract, Supplier shall, immediately after issuing an electronic form, send the bill including all the charges to Consumer's e-mail address specified in Contract.

Consumer shall be obliged to inform Supplier if they shall not receive the bill by the 15th day in a current month, whereas Supplier shall not be responsible for incorrect or delayed billing resulting from incorrect or untimely provided data by an operator or Consumer.

The billing method (monthly or annual) and the billing period shall be determined by an operator, where monthly billing shall be provided for the meter points based on regular meter readings, whereas the annual charges shall be provided for the meter points, which in that case, an operator shall read at least once a year. As for the annual billing, Consumer shall before switch to the annual billing, settle monthly invoices based on Consumer's Average Daily Rate (ADR) from a previous billing period. With regards to a new Consumer, Supplier determines the ADR based on consumer's data. The charges issued shall include the balance between Consumer's last payment and the amount for the actual electricity supplied between the accounting periods.

Supplier shall also charge the excise duty, all levies, contributions, VAT and clearly indicate the billing charges.

Supplier may charge the electricity network usage on the electricity bill, based on Contract with an operator, which an operator shall charge Consumer through Supplier. This enables Consumer to pay for electricity supply and the network usage charges by the same invoice.

In case of a delay of payment of two invoices, Supplier may, at his own discretion, start to issue separate bills for items listed by Supplier and taxes and levies and contributions. Consumer shall bear the costs of such change in billing.

Green energy contributions shall be calculated by adding the charges for green energy production to the regular energy prices according to the price list in force. It is published on Supplier's website <http://www.hep-energija.si> (information about the price list in force it is also possible to receive in Supplier's information offices). The green energy contributions shall be separately charged on each electricity bill sent by Supplier.

#### 1.3. Payment Terms and Settlement

Supplier shall send a bill to Consumer once a month. The payment term shall be 15 (fifteen) days from the date of sending a bill, unless stipulated otherwise by regulations. Consumer and Supplier may agree on a payment term of 30 (thirty) days on Contractual basis, with reference to the price list in force published with reference to the subject conditions. In the event of a payment delay, Supplier shall charge Consumer the corresponding statutory interests and reminders and costs of receivables' collection in accordance with the price list in force at the time the costs, or in accordance with regulations in force if the price list is not published. If these services shall be provided by third parties (a bailiff, lawyer, etc.), Consumer shall be obliged to reimburse the full cost of such services to Supplier.

In the event of a late payment, Supplier shall respect the EA provisions, in terms that first the costs shall be settled, then the interest and finally the principal balance. Consumer may settle a bill by a common payment order issued to financial service providers, by direct payment, using contemporary banking channels or another appropriate way.

If Consumer shall not settle all financial obligations even after the expiration of the deadline of payment specified in a reminder, Supplier may terminate Contract without a prior notice, notify an operator and file a request to suspend the electricity supply. In the event of suspension

of electricity supply due to non-payment, Supplier shall begin again to supply electricity to Consumer after the latter settles all bills to Supplier, the costs of reconnection and enters into an appropriate supply Contract.

#### **1.4. Complaints**

Consumer who shall not agree with the bill shall pay the undisputed part within Contractually agreed payment term, and as for the disputed part Consumer shall send a written complaint to Supplier no later than 8 (eight) days after a bill is issued, with clearly indicated reason of the complaint, bill number, meter reading and reading date. Consumer shall personally sign the complaint and return the bill original. Consumer can also send a complaint in writing by registered mail.

#### **V. NOTIFICATION / DELIVERY**

Supplier and Consumer shall send official notifications to each other as stipulated in these GC SBC and Contract. All information about the SBC rights and the information Supplier is required to communicate to consumers according to the EA-1 is published on Supplier's website [http:// www.hep-energija.si](http://www.hep-energija.si), i.e. on the electricity bill.

Contractual parties shall send all notifications and other communications to each other in writing to the addresses stated in Contract, unless otherwise stipulated in Contract. A written notification or other communication sent by registered mail to the address stipulated in Contract shall be deemed to have been delivered to the addressee after the expiration of 8 (eight) days from submitting it as the registered mail in a post office. If the communication shall be exchanged via e-mail, it shall be considered that the addressee has received the mail on the day when the sender received a confirmation of successful delivery of e-mail to the addressee specified in Contract on the sender's e-mail.

#### **VI. AMENDMENTS AND TERMINATION**

##### **1.1. Amendments to Data**

Consumer shall be obliged to inform Supplier about any changes of data relevant to the fulfilment of rights and obligations from Contract, especially about the change of name/the company name, address, ownership/lease of a reference meter point, initiation of insolvency proceedings (bankruptcy, compulsory settlement) or liquidation, in writing within 8 (eight) days after the change occurred, otherwise Consumer shall be liable for damages to Supplier. If Consumer shall not report changes of name, address, or company, ownership/lease of the reference meter point within the aforementioned period, bills and other notifications sent to Consumer to the name/company and address specified in Contract shall be considered as received.

**1.2. Amendments to the Electricity Prices or GC SBC**  
Supplier shall have the right to change the electricity prices or GC SBC in the event of changes on the market. The prices in Contract shall be valid until the prices change. The prices shall be changed in accordance with the provisions of the GC SBC, whereby Consumer expressly and in advance accepts it by signing this Contract. Supplier shall inform Consumer at least 45 days before the change takes effect about an electricity price change, which shall mean an increase in the existing price for Consumer, or about a change in the General Terms and Conditions of SBC, if the changes relate to the fulfilment of Contractual obligations. Supplier shall inform Consumer about a reduction of the existing price for Consumer, at least five days before that change takes effect. Supplier and Consumer agree that a written notification about a price change shall be valid and considered to be an appendix to Contract which shall be legally binding and replace the prices stated in Contract, i.e. a reference price list and any price changes, unless Consumer terminates Contract under this point.

If Consumer shall not agree with an increase of prices or with an amendment to GC SBC, Consumer may terminate Contract by a written notice one month after the changed prices or the amended GC SBC enter into force, without a notice period and without Contractual penalty. If Supplier shall not receive a written termination notice within the specified period, it shall be deemed that Consumer has agreed with and accepted the changes. From the day of applying the changed price or the amended GC SBC until the change of Supplier, Supplier shall supply the electricity by the changed price, i.e. according to the changed GC SBC. If the price shall not be changed by the end of a billing period, an operator shall not read the meter and Supplier shall bill the estimated quantities based on consumer TCR, whereas Consumer may report the meter reading himself/herself within 5 (five) working days after the new price shall be applied.

**1.3. Amendments to the services' prices, network usage charges, excise duties and statutory taxes and levies**  
Supplier shall inform Consumer about the change of the prices of services.

Supplier may change the price of electricity produced from renewable sources (green energy), about which Supplier shall inform Consumer accordingly. Supplier and Consumer agree that the written notification about the

price change shall represent an appendix to Contract and shall be valid and legally binding. If Consumer does not agree with the change, Consumer may cancel the supply of renewable energy in writing. The cancellation shall take effect on the first day of the month following the end of the month in which Supplier received the written notice from Consumer. From the next billing period onwards, the electricity shall be supplied to Consumer according to the regular price list without surcharge.

Supplier shall appropriately inform Consumer about the change of network usage charges, excise duty and statutory taxes and levies. A change of the network usage charges, excise duty and other statutory taxes and levies shall not mean a change in the electricity price and shall not be a reason for consumers to terminate Contract without notice and without the obligation to pay Contractual penalty.

##### **1.4. Contract Termination by Consumer**

Consumer may terminate Contract in writing due to the reasons specified in this GC SBC, and due to a change of Supplier, disconnection from the distribution network at their own request, change of ownership of the reference meter point and a change of payer. In this case, Consumer bears the consequences should the concluded Contract be valid for less than a year. In such a case, Consumer is obliged to complete the procedure of suppliers switch as soon as possible, when possible in accordance with the regulations, whereby Supplier shall by no means be obliged to arrange such a replacement for and on behalf of Consumer. A switch of suppliers shall be carried out in accordance with the guidelines of an operator. The cancellation shall take effect on the day of exclusion of Supplier's reference meter point from the list of suppliers in the balance sheet. Consumer is obliged to pay for the electricity supply until the day of disconnection. In case of contract termination, Consumer must also settle all outstanding financial obligations to Supplier.

The subject provisions shall apply also to the temporary electricity supply, unless otherwise provided by Contract.

##### **1.5 Contract Termination by Supplier**

Supplier may terminate Contract if Consumer shall no longer meet the conditions and obligations set out in this Contract and this GC SBC. In case of contract termination by Supplier due to non-payments, Supplier may revoke Contract termination after the settlement of all obligations and costs by Consumer, namely until the final meter reading at the reference meter point.

If there shall be a change of the reference meter point data (the owner or the payer) or a particular reference meter point shall be disconnected, Contract concluded for that reference meter point shall be deemed terminated. For each reference meter point, which Consumer shall subsequently acquire, a new Contract or an appendix to the signed Contract shall be concluded.

##### **1.6. Consequences of Contract Termination**

In case of early Contract termination by Consumer before the expiration of the first year of Contract validity, for any reason (except for breach of contractual obligations by Supplier or non-acceptance of price changes of billing items, or amendments to the GC SBC), or Contract termination by Supplier due to the breach of contractual obligations by Consumer, Consumer shall be obliged to pay Supplier a fee for early contract termination (hereinafter: fee) in the amount of the balance of charges for the electricity not supplied to Consumer in the period from contract termination to 12 months of Contract validity.

The charges shall include the sum of the average charges in the last three billing periods for supplied electricity before Contract termination (which shall not include network usage charges, excise duties and statutory taxes and levies), multiplied by the 0.2 coefficient for early contract termination and the number of remaining billing periods from the early contract termination date to the 12-month period expiration starting from Contract conclusion. Before the end of the third billing period from the conclusion of Contract to Contract termination date, the calculation of the charges shall include the average of two accounting periods, i.e./or only one accounting period.

Supplier shall notify Consumer in writing about the amount of compensation that Consumer is obliged to pay to Supplier according to the provisions of this Article of the GC SBC, which Consumer shall pay within 15 (fifteen) days after receiving the notification from Supplier.

Due to the premature contract termination, Consumer shall be liable to Supplier for all possible damages that can occur as a result of early contract termination, which Supplier shall prove with reference to mandatory law.

#### **VII PERSONAL DATA PROTECTION**

Supplier shall use personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and the Council as of 27 April 2016 on the protection of individuals with regards to the personal data use and on the free exchange of such data and repealing Directive 95/46 / EC (hereinafter: the General Data Protection Regulation)

and national rules on the personal data protection.

In order to conclude Contract, which is the subject of these GC SBC, Consumer shall be obliged to provide Supplier with personal data: name and surname, address, date of birth, tax number, mobile phone number, e-mail address and reference meter or consumer location number.

Supplier shall keep the specified data and use it for the purpose of contacting Consumer to conclude and fulfil the obligations from Contract, to provide the uninterrupted service and guarantee the services that are the subject of this GC SBC, perform and review payment transactions, possible discrepancies in payment settlements and related misuses and other violations of these GC SBC. Supplier may check the veracity of the amendment to Contract relating to the change of the stated data with the competent authorities.

Supplier shall use the specified data for other purposes if Supplier received the written consent from Consumer for the use of data for such other purposes, namely consumer profiling for the preparation and receiving of customized offers of Supplier's services by the e-mail, telephone or mail, use for direct marketing of service offers, promotional sales and other changes, i.e. news, conducting market research on the quality of services and the need for additional services.

Consumer may at any time request a confirmation as to whether and to what extent Supplier uses their personal data and to be informed about the personal data used. Consumer may restrict the use of personal data, report the misuse of personal data, revoke the given consent for various purposes of use and request a correction, i.e. to add or delete personal data. These rights can be exercised by Consumer under the conditions and to the extent of the legislation regarding the personal data protection in force. Supplier and Consumer shall be obliged to protect commercially sensitive and personal data with which they receive under Contract and undertake to keep the data and information from Contract and in connection with Contract fulfilment (commercially sensitive data) as a business secret. In the event of the breach of this provision they shall be liable for damages.

This provision shall not apply to data provided in answer to the requirements of applicable regulations to the operator and public authorities on the basis of their reasoned written request for the purposes of carrying out a specific procedure and in the case of Consumer's request or based on Consumer's authorization in writing and to data used for the purpose of debt collection.

#### **VIII GREEN ENERGY**

Consumer may select the proportion of the green energy purchase in Contract or subsequently for a reference meter point. The green energy surcharge shall be visible in Supplier's price list published on the website [http:// www.hep-energija.si](http://www.hep-energija.si).

Consumer shall submit a request to Supplier for delivery of the proof of electricity source by submitting a Certificate of Source in accordance with the Regulation on Issuance of Certificates of Electricity Source, the Act on Calculation and Presentation of the Ratio for Various Electricity Sources and other applicable acts in force.

#### **IX. FINAL PROVISIONS**

##### **1.1. Legal Basis**

The provisions of EA-1 and other regulations, which affect the relationship between Contractual parties shall apply to the regulation of mutual rights and obligations not stipulated by the GC SBC and Contract. All changes and amendments to the above regulations shall be used *mutatis mutandis*.

##### **1.2. Dispute Resolution**

Supplier and Consumer shall attempt to resolve any disagreements arising from the GC SBC and/or Contract by mutual agreement. If an amicable settlement of the dispute would not be possible, the competent court in Ljubljana shall have jurisdiction to resolve it.

##### **1.3. Amendments, Annexes and Term of GC SBC**

GC SBC are adopted by Supplier's management. GC SBC, Price list and Price list of services are published on Supplier's website: <http://www.hep-energija.si> and available in Supplier's information offices. If the provisions of Contract and these GC SBC shall differ, the provisions of Contract shall prevail.

GC SBC shall be valid for SBC supplier and enter into force on the day of publishing it. When these GC SBC enter into force, the General Terms and Conditions for the electricity supply of HEP - trgovina LLC shall cease to be valid, from the day 18 October 2019, whereby as for the existing SBC, GC SBC shall be used from the date of adoption, i.e. publishing (if later date), and in case of its non-compliance with EA-1, the provisions of EA-1 shall be directly applied.

Management,  
HEP ENERGIJA LLC  
Ljubljana, 1 January 2021