

Ilmatar's terms and conditions of electricity sales 10/2019

These terms and conditions of electricity sales shall be applied to electricity sale contract ("Contract") between Ilmatar Windpower Plc ("Ilmatar") and the client ("Client"). Unless otherwise stated in these terms, the Terms of Electricity Sales 2014 as recommended by Finnish Energy Industries (TESa2014) shall also be applied to the Contract. The TESa2014 terms of electricity sales may be consulted on Ilmatar's website at www.ilmatar.fi and on the Finnish Energy website. These conditions are an unofficial translation of Ilmatar's Finnish terms and conditions of electricity sales, and in case of any discrepancies the Finnish version of the terms shall prevail.

All localities that are connected to the Finnish national network are eligible when concluding the Contract. The local distribution system operator (DSO) is responsible for supplying the electricity to the place of electricity use in accordance with a separate contract between the Client and the DSO and thus the electricity supply is not included in the Contract between Ilmatar and the Client.

1. Concluding, cancelling and terminating the Contract

When placing the order the Client is responsible for the accuracy of the information provided. If the information contains errors or is incomplete, Ilmatar strives to contact the Client as soon as the errors or missing information are discovered.

Orders and contracts concluded online by consumers are considered as distance sales and are, according to the Consumer Protection Act, always subject to a free 14-day cancellation period. The cancellation shall be notified in writing to Ilmatar during the time limit for example by email or using the contact form on Ilmatar's website at www.ilmatar.fi. The cancellation right does not apply in situations where the electricity supply began upon the Client's request before the 14-day cancellation period expired.

Contract documents form the contents of the Contract. If the contents of the sales contract and the documents referred thereof are contradictory, the documents shall be applied and interpreted in the following numerical order:

1. Sales contract
2. Ilmatar's terms and conditions of electricity sales 10/2019; and
3. Terms of electricity sales 2014 as recommended by Finnish Energy Industries (TESa2014)

Ilmatar takes note of the Client's requested electricity supply start date but does not take responsibility for any potential harm caused by a possible delay. If the Contract does not come into effect since the Client's previous contract is a fixed-term sale contract, Ilmatar has a 30-day authorisation to enforce the Contract without the Client's separate authorisation.

The Client has a right to terminate the Contract at 14 days' notice and Ilmatar at 30 days' notice. The right to terminate the Contract does not apply to fixed-term contracts with the exception of situations where the termination is done because the Client is moving.

2. Metering of the consumption of electricity and invoicing

The local DSO is responsible for metering the electricity consumption. The consumed electricity is invoiced in arrears based on actual consumption or as a fixed monthly payment. Ilmatar reserves the right to transfer a payment under 12 euros at will without separate notice to the following month's invoice.

The basic fee of the Contract is a yearly fee and is invoiced annually every 12 months at the beginning of each 12-month period. The paid basic fee is not reimbursed at the end of the Contract.

The Client may choose to receive the invoice by email (free) or by mail (free). A private customer may make an e-invoicing agreement (free) through an online bank after receiving the first invoice. A corporate customer may use e-invoicing by notifying its Electronic Data Interchange (EDI) ID required to receive purchase invoices to Ilmatar's customer service.

The local DSO is responsible for invoicing the electricity supply.

3. Verification of the Client's ability to pay

Ilmatar reserves the right to verify the Client's ability to pay. If the Client has valid payment default entries or inadequate creditworthiness, Ilmatar may a) request a reasonable security for concluding the Contract; or b) request a reasonable advance payment to secure its receivables; or c) withhold from concluding the electricity Contract with the Client. No interest is paid for the security or the advance payment.

4. Changes to Contract terms and prices

Changes to taxes, public payments and other comparable payments affecting the electricity prices of the Contract will be taken into account without delay after they come into force. Ilmatar will notify the Client the effect of such changes to pricing as soon as possible after it receives the information.

Otherwise, Ilmatar may change the Contract terms and prices valid until further notice by notifying the changes to the Client one month in advance. Ilmatar sends the notification to the email or postal address the Client has provided when signing the Contract. The Client is responsible for keeping his/her contact information up to date.

5. Other terms

Ilmatar is not liable for costs incurred by the Client which are related to transactions, inquiries or any other customer relationship matter directly or indirectly.

When a fixed-term Contract is coming to an end Ilmatar will send the Client an offer for a new contract period. If the fixed-term Contract is not terminated 14 days prior to its end, the contract continues to be valid until further notice in accordance of Ilmatar's then applicable price list.

When the Client terminates a Contract valid until further notice Ilmatar reserves the right to charge the Client any charges related to interruption and reconnection of electricity network service according to the local DSO's price list plus a handling fee of 20 euros. The handling fee also applies to ongoing interruption processes including possible reconnection.

Fees charged separately:

- ✓ Return of excess payment: 10€
- ✓ Authorization processing cost: 10€
- ✓ Documentation and inquiry work (minimum rate per 30 minutes): 30€

For a Client responsible for distribution Ilmatar Tuuli (Ilmatar Wind) sales product will apply.

6. Product specific terms of sale

Ilmatar Tuuli (Ilmatar Wind)

- a) Valid until further notice with 14-day termination period.
- b) Fixed price for 12 months, thereafter price per Ilmatar's applicable price list available on Ilmatar's website.

Ilmatar Tuuli Spot Tunti (Ilmatar Wind Spot Hour)

- a) Valid until further notice with 14-day termination period.
- b) Price per Nordic Nord Pool power exchange hourly price for Finland's area. The energy used by the Client each hour is charged per the hourly spot price for Finland's area plus a commission defined in the sales contract.
- c) Hourly energy consumption or prices are not itemized in the invoice.
- d) Contract's optional price ceiling and price floor may be used to define charged hourly maximum and minimum prices. Options' prices are defined according to the used energy plus a fixed security margin to the Finland's area spot price, in any case at least 0,4 cents/kWh.

Ilmatar Tuuli Spot Kuukausi (Ilmatar Wind Spot Monthly)

- a) Valid until further notice with 14-day termination period.
- b) Price per Nordic Nord Pool power exchange monthly average hourly price for Finland's area. The Client is charged for the energy used per the monthly average spot price for Finland's area plus a commission defined in the sales contract.

Ilmatar Tuuli12 (Ilmatar Wind12)

- a) A fixed-term 12-month Contract. After 12 months

the Contract continues to be valid until further notice as *Ilmatar Tuuli* contract.

- b) Fixed price for 12-month contract period.

Ilmatar Tuuli24 (Ilmatar Wind24)

- a) A fixed-term 24-month Contract. After 24 months the Contract continues to be valid until further notice as *Ilmatar Tuuli* contract.
- b) Fixed price for 24-month contract period.

Ilmatar Tuuli Paketti S (Ilmatar Wind Package S)

- a) Valid until further notice with 14-day termination period.
- b) The fixed monthly price of the Contract is based on assumption of yearly electricity consumption of 2,400 kWh (200 kWh/month).
- c) The Contract price may change every 3 months.
- d) Consumption based balancing invoice is sent every 3 months. If the consumption during the 3-month balancing period exceeds 600 kWh an additional charge for the consumption exceeding the limit is charged in accordance with the Contract. Similarly, if the consumption is less than 600 kWh during the 3 month period, a refund is paid.
- e) The Contract is intended as an electricity contract for a small flat. Ilmatar reserves the right to change the Contract to a different contract type if the electricity usage differs significantly from the Contract's intended usage or due to another justifiable reason.

Ilmatar Tuuli Paketti L (Ilmatar Wind Package L)

- a) Valid until further notice with 14-day termination period.
- b) The fixed monthly price of the Contract is based on assumption of yearly electricity consumption of 6,000 kWh (500 kWh/month).
- c) The Contract price may change every 3 months.
- d) Consumption based balancing invoice is sent every 3 months. If the consumption during the 3-month balancing period exceeds 1,500 kWh, an additional charge for the consumption exceeding the limit is charged in accordance with the Contract. Similarly if the consumption is less than 1,500 kWh during the 3 month period, a refund is paid.
- e) The Contract is intended as an electricity Contract for a non-electrically heated, fairly big flat or terraced house. Ilmatar reserves the right to change the Contract to a different contract type if the electricity usage differs significantly from the Contract's intended usage or due to another justifiable reason.