

HEP ENERGIJA LLC, having its principal place of business at Dunajska cesta 151, 1000 Ljubljana, ID: 2348489000, entered in the business and court register on 19 November 2007, share capital of the company: EUR 7,600.00, VAT No.: S195872175

# GENERAL TERMS AND CONDITIONS OF ELECTRICITY SUPPLY TO BUSINESS CONSUMERS

## I GENERAL PROVISIONS

### 1.1 PREAMBLE

General terms and conditions for the electricity supply to business consumers (hereinafter: GT&C/or GT&C BC) govern the contractual relations between the company HEP ENERGIJA LLC, Dunajska cesta 151, 1000 Ljubljana, ID: 2348489000 (hereinafter: HEP ENERGIJA LLC and/or Supplier and/or Electricity Supplier) and a business consumer (hereinafter: BC).

WHEREAS, by entering into the Electricity Supply Contract with a business consumer (hereinafter: Contract), the GT&C becomes its integral part, and a business consumer confirms that they took cognisance of its content and fully assume duties and obligations under GT&C. In the event of discrepancies between Contract and GT&C, the provisions of Contract shall prevail. GT&C is published on the supplier's website <http://www.hep-energija.si> and is available in the Supplier's information offices.

### 1.2 Definitions

For the purpose of these GT&C, the following definitions apply:

- **Electricity Supplier** (hereinafter: Supplier): HEP ENERGIJA LLC, with its principal place of business at Dunajska cesta 151, 1000 Ljubljana, ID: 2348489000 (HEP ENERGIJA LLC), i.e. a legal entity that performs the operations of electricity supply and procures electricity to Consumer;
- **business consumer** (hereinafter: BC or Consumer): an electricity consumer who uses the electricity to perform their economic or business operations. BC is an owner of a meter point, a holder of the operational notification for connection, a Contract signatory, and a payer. If this is not the case, the condition for Contract validity is to submit the operational notification for connection signed by the owner of the meter point prepared in accordance with the conditions of the operator. In case of outstanding obligations, BC who is not a holder of the operational notification for connection explicitly allows Supplier to notify the holder of the operational notification for connection, who shall in that case be obliged to provide all the payer's data at his disposal;
- **payer**: an owner of the meter point, or, according to the authorization of the owner, the person who assumes the duty of settling financial obligations to Supplier, and the person named for the delivery of electricity bills and other notifications by Supplier;
- **owner of a meter point**: a holder of the operational notification for connection to the electricity network;
- **meter point**: the place where the meter reading is performed and the place of electricity collection or delivery. There can be several meter points at one collection/delivery point;
- **meter reading**: data read by a transmission network operator, i.e. a distribution operator using meters at meter points according to the energy regulations in force;
- **operator**: a legal or natural person who performs the operations of electricity distribution operator and is responsible for the operation, maintenance and development of the electricity distribution network in a certain area, interconnection with other systems if applicable, and ensuring the long-term capacity to meet reasonable needs for electricity supply;
- **network usage charges**: the charges for network usage paid by Consumer, including network usage charges and extras, 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 details 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;

Other terms used in the GT&C shall have the same meaning as stipulated in the Energy Act (the Energy Act ; Reg. I RS, no. no. 17/2014; 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 CONCLUSION, TERM AND TERMINATION OF THE CONTRACT

### 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 BC that could affect the ability to fulfil rights and obligations 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), data about the meter point at the location of electricity supply, 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 (i.e. green energy).

### 1.3 Obligations of Supplier and Consumer

By entering into Contract, Supplier undertakes to supply electricity to Consumer, and Consumer undertakes to receive electricity under the conditions set out by laws and regulations in force, GT&C BC and Contract, except in cases of force majeure and failure i.e. events 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 the empowered Supplier is obliged to terminate all previous contracts on the electricity supply concluded with other suppliers in a timely manner.

In accordance with the System Operating Instructions for the Electricity Distribution System (SOIED), before the conclusion of the Contract, Consumer undertakes to participate, in the requirements for entering meter readings for all metering points transferred to Supplier by the Contract and, at the initiative of Supplier to obtain or provide meter readings for those measuring points which are obliged to be reported to suppliers in accordance with the new operating instructions (e.g. measuring points for which remote reading is not regulated). If the meter is unavailable, Consumer must notify Supplier immediately and in any case before the conclusion of the Contract.

If Consumer does not notify Supplier of the meter reading for an individual metering point no later than on the day of concluding the Contract (unavailability of the meter must be notified before concluding the Contract), it will not be possible to change Supplier on the day of concluding the Contract. Any discrepancies between the agreed and transferred metering points, which would arise due

to the non-cooperation of Consumer, and the consequent damage in this regard, shall be borne by Consumer.

## 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 Authorizations

By entering into Contract, Consumer shall empower 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 empower 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 shall be 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.

Levies: the amount of legally prescribed levies 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 reading on a reference meter point. An operator shall provide the billing data and is responsible for its accuracy and correctness. Supplier shall send an electricity bill for all meter points and billing charges for all meter points 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, encumbrances/credits and levies 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 for all meter points to Consumer's e-mail address provided in Contract.

Supplier shall deliver the hard copy of the bill to Consumer, and upon a written request, to the address specified in the Contract.

Consumer is obliged to inform Supplier if they do not receive the bill by the 15th day of the month, whereas Supplier is not responsible for incorrect or delayed billing resulting from incorrect or untimely delivered data by the operator or Consumer.

The billing method (monthly or annual) and the billing period shall be determined by an operator, namely 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 the 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 taxes levies, and VAT.

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 their 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 charges are calculated by multiplying all monthly purchased or charged electricity by the selected share of green energy and the green energy supplement charges. The consumer can specify the share of the green energy supply in the contract or it can be subsequently amended for each meter point.

### 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 in Contract or by regulations.

In the event of a payment delay, Supplier shall charge Consumer the corresponding statutory interests and reminders and costs of receivables' collection. In the event of a late payment, Supplier shall respect the EA provisions, in terms to settle the costs first, then the interests 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 payment methods or another appropriate way.

If Consumer shall not settle all financial obligations even following the expiration of the payment term specified in a reminder, Supplier may terminate Contract without a prior notice, notify the 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 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 disagree 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 hard copy of a complaint by registered mail.

### V NOTIFICATION / DELIVERY

Supplier and Consumer shall send official notifications to each other as stipulated in these GT&C BC and Contract. All information about the BC 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>, i.e. on the electricity bill. <http://www.hep-energija.si>, odnosno na računu za električnu energiju. 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 GT&C BC

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 one month 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 GT&C BC, if the changes relate to the fulfilment of Contractual obligations.

If Consumer shall not agree with an increase of prices or with an amendment to GT&C BC, Consumer may terminate Contract by a written notice one month after the

changed prices or the amended GT&C BC enter into force, without a notice period and without Contractual penalty. ne slaže, pisanom obavješću može odstupiti od ugovora u roku od jednog mjeseca nakon početka važenja promijenjenih cijena ili promijenjenog OU, i to bez otkaznog roka i bez ugovorne kazne. 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 GT&C BC until the change of Supplier, Supplier shall supply the electricity by the changed price, i.e. according to the changed GT&C BC. 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 shall disagree 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.

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 GT&C BC, 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 of early termination as stipulated in Contract, should the concluded Contract be valid for less than a year. A switch of suppliers shall be carried out in accordance with the guidelines of an operator.

In case of early termination, Consumer must also settle all outstanding financial obligations to Supplier.

### 1.5 Contract Termination by Supplier

The Supplier may terminate the Contract if Consumer no longer meets the conditions and obligations set out in this Contract and these GT&C BC. 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 Early Contract Termination

In case of early Contract termination by Consumer before the Contract expiration, for any reason (except for breach of contractual obligations by Supplier or non-acceptance of price changes of billing items), 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 credit for the charged electricity supply in the period starting with entering into Contract to Contract termination, enlarged for the compensation proved by the Supplier in accordance with the rules of mandatory law.

Supplier shall notify Consumer in writing of the amount of compensation that Consumer is obliged to pay to Supplier in accordance with the provisions of this Article of the GT&C BC and Consumer shall be obliged to make the respective payment within 15 (fifteen) days of receipt of notice from Supplier.

## VII PERSONAL DATA PROTECTION

Supplier and Consumer are obliged to protect commercially sensitive and personal data they took cognizance of and which relate to the contractual relationship, and treat the data and information from Contract related to its fulfillment (commercially sensitive data) as a busi-

ness secret. In case of breach of this provision, Customer shall be liable for damages. This provision does not apply to data provided on the basis of applicable regulations to the operator and other entities and to data used for the purpose of debt collection. By entering into this Contract, Consumer authorizes Supplier to collect, process, use and mediate their personal data for the purpose of concluding and fulfilling Contract and for the own marketing operations. The vendor may check Contract veracity and amendments of the stated data with the competent authorities.

## VIII GREEN ENERGY

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 GT&C BC and Contract.

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 GT&C BC 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 GT&C BC

GT&C BC are adopted by Supplier's management. GT&C BC are published on Supplier's website: <http://www.hep-energija.si> and available in Supplier's information offices. In the event of discrepancies between Contract and GT&C BC, the provisions of Contract shall prevail.

GT&C BC shall be valid for BC supplier and enter into force on the day of publishing it.

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 1 January 2015, whereby as for the existing consumers, GT&C BC 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