

General Terms and Conditions for the Supply of Electricity to Business Customers

General Terms and Conditions for the Supply of Electricity to Business Customers

1. The Agreement

The contractual relationship between the parties consists of the contract, these general terms, and other written agreements entered into between the parties.

1.1 Authorization

The Agreement authorizes Ishavskraft to terminate the subscriber's agreement with the current supplier. The Agreement further authorizes Ishavskraft to obtain necessary information from the grid company and the current electricity supplier in connection with supplier switching. When ordering a power supply agreement, the customer becomes a full party to the contractual relationship with the grid company.

1.2 Security and Credit

Ishavskraft has the right to conduct credit assessments of customers prior to and during the term of the Agreement. If Ishavskraft determines a risk of payment default, it may reject the order, terminate the Agreement, or require security such as advance payment, bank guarantee, or another form at Ishavskraft's discretion. Failure to provide security entitles Ishavskraft to terminate the Agreement without liability. The customer is liable for any losses resulting from such circumstances.

1.3 Combined Invoicing of Grid Tariff

If Ishavskraft has an agreement for consolidated billing with the Customer's distribution system operator (DSO), we may include both electricity supply charges and network charges on a single invoice. To enable this service, the Customer authorizes Ishavskraft to obtain the necessary information from the DSO.

Although network charges are invoiced by Ishavskraft, the network services agreement remains between the Customer and the DSO. The Customer therefore remains responsible for fulfilling all obligations under the agreement with the DSO.

Network charges may be invoiced in one of two ways:

- **In arrears**, based on invoicing and information received from the DSO.
- **In advance**, based on estimated consumption, with a subsequent settlement once actual consumption is known.

If the Customer is entitled to a credit or refund from the DSO, the Customer authorizes Ishavskraft to receive such amount on the Customer's behalf. The amount will either be paid to the Customer or credited on a future invoice.

If the DSO makes corrections to previously invoiced network charges, Ishavskraft will make corresponding adjustments on a subsequent invoice.

Any amounts due to the Customer may be applied against outstanding obligations under the Agreement, including in cases of non-payment.

2. Price and Payment Terms

Ishavskraft is obliged to deliver and the customer is obliged to pay for physical power deliveries and any other services according to agreed terms. Ishavskraft is not responsible for delays caused by the customer, the grid company, or previous supplier, nor delays due to incomplete or incorrect customer information.

2.1 Price

The customer understands that prices and surcharges are based on expected consumption volume and consumption profile. Deviations may result in price changes. All hedging takes place at market price in the customer's price area. Unless otherwise stated, all prices exclude taxes, fees, and costs to authorities, third parties, power exchanges, and credit costs, including grid costs, regulating power costs, eSett fees, certificate costs, and VAT.

2.2 Public Charges

The customer shall pay all applicable government charges on the sale of electricity. If new charges are introduced or existing systems change, Ishavskraft's billing will adjust accordingly. If the customer is exempt from charges, documentation must be provided. If Ishavskraft is later required to pay charges the customer was incorrectly exempted from, Ishavskraft may reclaim these amounts.

2.3 Changes to Price Elements and Terms

Costs due to new regulations, credit cost changes, and changed taxes or fees will be added to the electricity price. Updated general terms always apply. Customers on discontinued products will automatically be moved to BedriftSpot.

2.3.1 CPI Adjustment

Unless otherwise stated, prices are adjusted annually in line with the Consumer Price Index on January 1.

2.4 Administration Fee and Paper Invoice Fee

Unless otherwise stated in the Agreement, all contracts are subject to an administrative fee charged per invoice. This fee may be amended and is published at all times at: <https://bedriftskunde.ishavskraft.no/vilkar/>

Invoices issued in paper format will incur a paper invoice fee. The current paper invoice fee is published at all times at: <https://bedriftskunde.ishavskraft.no/vilkar/>

Customers who receive electronic invoices are not charged a paper invoice fee.

2.5 Payment Terms, Interest, and Debt Collection

Unless otherwise agreed, Ishavskraft invoices monthly based on expected consumption. Payment is due within 14 days. Electronic invoices are standard; alternative methods incur fees. Ishavskraft may offset economic obligations. Collection follows applicable debt collection law.

2.6 Currency Handling

All forward market trading is in EUR. Physical deliveries are invoiced in NOK unless otherwise agreed.

3. Contract Categories

3.1 Agreement Spot — Nord Pool price + agreed surcharge including electricity certificates.

For a Spot Price agreement, the price is based on Nord Pool's area price plus an agreed surcharge including electricity certificates. As well as a fixed monthly fee of NOK per electricity meter if that is agreed. In addition, applicable regulating power costs, interest and credit costs, statutory electricity certificates, as well as fees from eSett and Nord Pool, and VAT will apply.

3.2 Agreement Fastpris bedrift — fixed price for the contract period.

Under a Fixed Price Business agreement, the electricity price is fixed for the specified contract period.

In addition, applicable regulating power costs, interest and credit costs, statutory electricity certificates, as well as fees from eSett and Nord Pool, and VAT will apply.

Fixed Price Agreement – Volume and Settlement

The agreement applies to a fixed annual volume allocated per month, based on the customer's expected consumption. The consumption profile is specified in the fixed-price contract. The fixed price applies to a specified monthly volume.

Ishavskraft reserves the right to reconcile the customer's actual consumption against the agreed fixed-price volume, at least once annually or monthly. The settlement is based on the difference between the fixed price and the profile-adjusted area price from Nord Pool Spot for the relevant period.

Physical consumption that deviates from the agreed fixed-price volume will appear on the invoice as over- or under-consumption.

This deviation is settled at the spot price, with the addition of costs such as regulating power costs, interest and credit costs, fees from eSett and Nord Pool, statutory electricity certificates, and the agreed electricity surcharge.

The agreement is binding for the entire contract period and cannot be terminated during this period. If the customer nevertheless terminates the agreement before the end of the contract period, the customer is obliged to compensate Ishavskraft for its direct financial loss resulting from the delivery not being completed. The direct financial loss is calculated according to general principles of contract law. In addition, a termination fee of NOK 3,000 per metering point will apply.

When the fixed-price contract period expires, the delivery will automatically be transferred to the BedriftSpot agreement unless otherwise agreed.

Change in consumption and delivery

If the Customer makes changes to the consumption volume, delivery point, or consumption profile, the Customer must notify Ishavskraft in writing within a reasonable time, and no later than 20 working days before the change takes effect.

3.3 Agreement: Portfolio Management

For a Portfolio Management agreement, reference is made to the executed Portfolio Management Agreement, the associated Risk and Strategy Document, and the General Terms and Conditions set out in this document.

In addition, electricity price and applicable regulating power costs, interest and credit costs, statutory electricity certificates, as well as fees from eSett and Nord Pool, and VAT will apply.

4. Termination and Contract Duration

Unless otherwise specified in the Agreement, both the Customer and Ishavskraft have a mutual notice period of three (3) months, calculated from the 1st day of the month after the notice of termination has been received by the other Party ('the Notice Period')

At the end of a fixed-term contract, the customer is transferred to BedriftSpot unless otherwise agreed.

4.1 Binding Period

The binding period runs either from the time the Agreement is entered into, or from the time Ishavskraft receives notice of termination, depending on what has been agreed. The applicable type of binding period is specified in the contractual terms at the time of entering into the Agreement.

5. Additional Services

5.1 Guarantees of Origin

Guarantees of Origin are a certification scheme for electricity that demonstrates to the customer that a specified quantity of power has been produced from a particular energy source.

Ishavskraft offers Guarantees of Origin to all customers, at any time at the prevailing market price.

When choosing Guarantees of Origin, the price will vary according to the market for Guarantees of Origin.

6. General Provisions

6.1 Duty to Inform

The contracting parties are obligated to inform each other of any circumstances that may prevent them from fulfilling their obligations under this Agreement.

The Customer shall inform the Supplier of any changes in ownership, formal status such as corporate structure, mergers, or division of the company.

The Customer must also notify the Supplier of any restructuring, insolvency, or bankruptcy.

6.2 Measurement and Settlement — based on Nord Pool hourly prices and Elhub data

a.)

Physical electricity consumption is settled according to Nord Pool Spot's area price hour by hour for the price area in which the customer's facility is located, multiplied by the customer's actual hourly consumption during the settlement period. In addition, regulating power costs, interest costs, and fees from e-Sett and Nord Pool apply.

b.)

Measurement of electricity consumption is carried out by the grid company in accordance with applicable regulations for metering and settlement. Ishavskraft uses metering data from Elhub when settling customers. Corrections to hourly values made by the grid company will not affect or adjust the results of any hedging contracts.

c.)

In the event of errors in metering data from the grid company, incorrect handling of metering data, or invoicing errors, either Ishavskraft or the customer may demand additional payment or a refund, respectively. Additional payment or refund related to such settlement or metering errors may be claimed for the period in which the error can be documented.

Recalculation or crediting shall apply from the most recent payment deadline after the error was discovered, and generally not for more than three years, pursuant to the Norwegian Limitation Act of 18 May 1979 no. 18

6.3 Force Majeure

If circumstances beyond the parties' control, which under Norwegian law are deemed to constitute force majeure, substantially impede the performance of the Agreement, the parties' obligations shall be suspended to the extent that the circumstance is relevant and for as long as it lasts.

If force majeure is to be invoked, the affected party must notify the other party in writing. The notification requirement also applies when the force majeure situation ends.

During a force majeure situation, the parties have a mutual duty to provide information about circumstances that may be of material significance to the other party. Such information must be provided within a reasonable time.

6.4 Assignment

The Agreement may not be transferred or assigned without the written consent of the other party. However, the Customer accepts that Ishavskraft may, in whole or in part, transfer its obligations and rights under this Agreement to another company within the same corporate group.

6.5 Accession of Partially or Wholly Owned Subsidiaries

If the Customer has wholly owned subsidiaries that they wish to include in this Agreement, the Customer may request Ishavskraft's consent to have the wholly owned subsidiary added to the Agreement on corresponding terms and conditions. Ishavskraft may freely refuse accession by partially owned subsidiaries.

6.7 Privacy and Data Processing

Personal data to which the Parties gain access in connection with the performance of this Agreement shall only include data necessary for fulfilling the Agreement, and may only be used for the purpose of executing the Agreement. The Parties acknowledge and agree that they act as independent data controllers for their respective processing of personal data, and are therefore responsible for ensuring compliance with applicable data protection legislation. The Parties are obliged to enter into a data processing

agreement if one party processes personal data on behalf of the other as a data processor during the contract period. Data security for the Online Bedrift reporting solution is ensured through two-factor authentication.

6.8 Confidentiality

The Agreement, its contents and attachments shall be treated as confidential and shall not be disclosed to third parties. The Parties undertake to maintain confidentiality regarding the contents of the Agreement and all business-related and/or confidential information obtained in connection with the conclusion or performance of the Agreement. Exceptions apply where, and to the extent that, a Party is required to disclose information pursuant to law, where the information is publicly known, or where the Parties agree to such disclosure in writing.

6.9 Amendments and Communication

Amendments to the Agreement are valid only when agreed in writing between the contracting Parties. The Supplier shall send information to the Customer's designated contact person.

6.10 Disputes

This Agreement is governed by Norwegian law.

Disputes shall first be attempted resolved through negotiations between the Parties. If negotiations do not succeed, either Party may demand that the dispute be resolved by legal proceedings before the ordinary courts, with venue at the Supplier's registered business address, Alta

7. Fornybar Norge Standard Agreement

The 'Standard Power Supply Agreement' has been prepared in cooperation between Fornybar Norge and the Norwegian Consumer Ombudsman, and applies to all our business customers. Please note that Section 1–4 concerning the right of withdrawal does not apply to business customers. In the event of any conflict between the terms of Fornybar Norge's 'Standard Power Supply Agreement' and the specific terms stated above or in an offer, the specific terms and the terms in the offer shall take precedence.

Revised 13 July 2026