

## 1. General conditions for Fjordkraft

- a. In general, the terms outlined in Energi Norge's "[Standard electricity supply contract](#)", of 1 January 2007, developed in partnership with the Consumer Ombudsman, apply. In addition, the [following special conditions](#) of 1 January 2017 apply for the contract. The special conditions take precedence over the conditions in the "Standard electricity supply contract".
- b. In ordering, the customer authorises Fjordkraft to:
  - Initiate and report the change of supplier to the electricity industry's common datacentre Elhub.
  - Obtain necessary information in order to implement the change of supplier.
  - Report moving in and out to Elhub when moving. Even though the agreement with the grid company is entered into by Fjordkraft in accordance with the above authorisation, the customer becomes a full party in the contractual relationship with the grid company.
  - Obtain meter values from Elhub.
- c. If the electricity system is settled according to profile, Fjordkraft must have received the meter reading in order to commence the supply of electricity. The meter reading must be no older than three months.
- d. Customers receive information on current news and offers from Fjordkraft, Fjordkraft Fordel and our partners by e-mail and text message. All persons above the age of 18 who are affiliated with the meter point are considered customers. Consent may be withdrawn at any time. Withdrawal of consent will not affect other information that is sent from Fjordkraft.
- e. In order to ensure accessibility for the customer, Fjordkraft gathers all communications concerning the customer's electricity contract on Min side, with notifications to the e-mail address the customer chooses to use for customer communication. The customer is solely responsible for ensuring that Fjordkraft has the correct personal details and contact information for the customer.
- f. Data processing is performed in compliance with the provisions of the Personal Data Act. [Guidelines for the processing of personal data](#)

### Brief summary of section 1:

As soon as you have provided your meter reading, we take care of all practicalities for you. To thank you for becoming a customer, we give you new benefits every month.

## 2. Terms of delivery

- a. The electricity contract described below is reserved for private customers.
- b. Fjordkraft is entitled to perform credit assessments of customers, and may refuse/stop deliveries or demand a guarantee or advance payment from customers where there are reasonable grounds for doing so. In such cases, all of Fjordkraft's obligations under this agreement are waived in their entirety. A duplicate letter is sent electronically, if possible.
- c. The electricity delivery from Fjordkraft usually starts 2-3 weeks after entry into contract.
- d. When moving, the customer must contact Fjordkraft for transfer of the electricity contract before the moving date.
- e. Upon moving, the contract accompanies the customer to the new address. Fjordkraft is authorised under this contract to contact the customer to obtain the necessary information for registering Fjordkraft as supplier at the new address.
- f. We reserve the right to change prices as a consequence of changes to current public taxes/orders and changes to other framework conditions for electricity sales in the end-user market.
- g. Prices are stated inclusive of VAT.
- h. Pursuant to this contract, Fjordkraft may change the price elements and contract conditions with 14 days' notice, either by direct notification to the customer's inbox on Min side, via direct notification to the customer, or by another suitable method. If the change is material, the contract may be terminated with immediate effect if the customer fails to accept the change. The price elements may be adjusted annually in line with the consumer price index for the past 12 months without further notice.
- i. If Elhub (the electricity industry's common data centre) sends hourly values for the customer's consumption, and the company has an hourly settled electricity contract, each hour is settled according to the applicable hourly rate. The invoice does not present every individual hour, but an average rate for the invoice period.

### Brief summary of section 2:

It may take a couple of weeks before all practicalities concerning the supply of electricity are arranged. In the meantime we will perform a routine credit check. As a customer, you may log on to Min side. There you may see up-to-date prices and information on changes.

## 3. Terms of payment

### When Fjordkraft is the recipient:

- a. Customers for which we regularly receive meter values from Elhub throughout the year may have monthly or bi-monthly settlement.
- b. Customers are invoiced when the consumption value is ready, and the payment deadline is set to no sooner than 12 days after production of the invoice. The amount is calculated on the basis of the applicable electricity price at the time of invoicing and expected consumption. Settlement based on the read or stipulated meter reading is ordinarily monthly. Invoicing is based on values transferred from Elhub.

### General:

- c. The customer authorises Fjordkraft to receive the invoice from the power grid company for grid tariff, etc., on their behalf, so the

electricity and grid services can be invoiced together. The grid tariff contract and the contractual relationship between the power grid company and the customer is nevertheless unchanged, even though the invoice is submitted to Fjordkraft on behalf of the customer. In the event of full or partial non-fulfilment of the customer's obligations, Fjordkraft may without further notice reestablish the customer as invoice recipient from the power grid company directly. The customer may, upon notice to Fjordkraft, terminate the authorisation and receive invoices directly from the power grid company.

- d. The customer further gives Fjordkraft the right to receive any credit amounts from the power grid company on the customer's behalf. Upon payment to Fjordkraft, the power grid company is released from its obligation to the customer. The amount is credited to the customer by Fjordkraft through payment from Fjordkraft or by being credited to the customer's account and subsequently settled.
- e. An e-invoicing agreement or other electronic transmission method or agreement for recurrent direct debit may be continued with Fjordkraft AS (business reg. no.: 976 944 682) as new payment recipient, and notification under Section 26 of the Financial Contracts Act is managed by Fjordkraft AS.
- f. As a general rule, invoices are sent to the customer in paper form. Fjordkraft recommends e-invoices or other electronic manners of transfer. If the customer selects a different invoice type, an invoice fee may apply in accordance with the applicable rates.
- g. If the customer fails to pay the invoice by the due date, at least 12 days from production of the invoice, Fjordkraft or Fjordkraft's collection partner may send a reminder to the customer's registered mobile phone number or e-mail address. In the event of non-payment by the due date, interest on overdue payments will be calculated from the first day after the due date. This also applies in the event of an agreed repayment schedule. Interest on overdue payments is in addition to a reminder fee. Fjordkraft applies the interest rate set by the Ministry of Finance.
- h. A fee applies to deferred payments or the splitting of invoices.
- i. If the customer has credit at Fjordkraft upon termination of the customer relationship, only amounts in excess of NOK 50 will be paid.
- j. If the customer has chosen "Full Kontroll," the terms for [Full Kontroll](#) also apply.
- k. If the customer has chosen "Trippelgaranti," the terms for [Trippelgaranti](#) also apply.
- l. Fjordkraft 100 % Fornøyd is included in the contract. If the customer is not satisfied with the contract, the customer may, after 3 months from the start of the customer relationship, receive a refund of the fixed amount for the duration period of the customer relationship. The customer pays only for the electricity that has been used, including the grid tariff and any supplementary services. The guarantee is limited to the first 3 months after start of supply. Fjordkraft 100 % Fornøyd may not be applied after 4 months from start of supply.
- m. If the customer receives a benefit/discount/bonus, Fjordkraft may require a tie-in period and possibly a termination fee. Conditions for the tie-in period are agreed in the customer's contract.

### **Brief summary of section 3**

As a customer, you are given a satisfaction guarantee with your purchase, and you may choose electronic invoicing if you wish to avoid an invoicing fee.

## **4. Conditions for Enkel Spotpris**

- a. The spot price is calculated as an average per month, and is based on Nord Pool's area price in the customer's supply area. The customer is informed of the monthly price via the invoice.
- b. In addition to the electricity price, the contract has a premium per kWh. The premium includes costs for publicly imposed electricity certificates, and may be changed with 30 days notice via Fjordkraft's website or Min side. The premium may vary from customer to customer, based on any exemptions from electricity certificates and the time of entry into contract.
- c. The contract remains in force until it is terminated. Both parties may freely terminate the contract with 30 days' notice, without any requirement of just cause.

## **5. Cooling-off period**

If the contract for the purchase of electric power is concluded by distance sale or off-premises sale, the provisions of the Cancellation Act apply. The customer may withdraw from the contract without providing any reason within 14 days after the electricity supplier has fulfilled its duty of disclosure in compliance with the Cancellation Act.

Download [Right of cancellation form](#)