



The general terms for the retail sale of gas
KME 2019

The Energy Agency has confirmed the following terms of connection for use by the
distribution system operator on 1/1/2020

NOTE:

These terms are translations of corresponding terms in Finnish. In case of discrepancy in translation, the Finnish-language instructions shall prevail.

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Terms of network service for the gas distribution network

1 Scope of application

- 1.1. These general terms for the sale of gas shall be applied in the retail sale of gas to end users of gas connected to the distribution network of natural gas and gas produced from renewable sources (hereinafter “gas”). These terms are part of the contract of sale between the end user of gas (hereinafter “the user”) and the supplier of gas (hereinafter “the supplier”). The retail sale of gas constitutes direct sale of gas to the user via a gas distribution network.
- 1.2. The supply of gas produced from renewable energy sources and fed directly from gas production equipment into the distribution network is not included in these terms.

2 Definitions

- 2.1. Gas means natural gas and gas derived from renewable energy sources and their mixture, which is transmitted in a gas distribution network managed by the gas distribution system operator. The quality of gas shall comply with the terms laid down by the operator with system responsibility and the standards commonly used in the industry.
- 2.2. Gas network service (network service) means all operations by the distribution system operator that enable the distribution of gas against payment in the distribution system operator’s gas distribution network.
- 2.3. Gas distribution network (distribution network) means the local or regional gas pipeline, through which gas is transported with reduced pressure, including parts of high-pressure pipelines mainly used for local gas distribution.
- 2.4. Connecting party is the owner or occupant of a gas metering point who concludes the gas connection contract with the distribution system operator.
- 2.5. Connection capacity means the gas capacity reserved for a gas connection.
- 2.6. Gas user (user) is a person or entity that purchases gas and the network service required for its distribution mainly for their own use. A user may also be a connecting party purchasing gas to be used by others via the point of connection specified in the user’s connection contract.
- 2.7. Consumer is a natural person who acquires gas mainly for a purpose other than for their business activities.
- 2.8. Retailer (supplier) is a company selling gas and comprehensive gas deliveries, a natural or legal person, entity or institution that has concluded a retailer’s framework agreement with the transmission system operator with system responsibility.
- 2.9. Distribution system operator (DSO) is a company which pursues distribution activities and is responsible for the operation, maintenance and development of the distribution network in its area of operations, its connections to other networks and ensuring that the network is capable of meeting reasonable gas distribution requirements in the long term.

- 2.10. Contracting parties in these terms mean the supplier and the user.
- 2.11. Connection means the connecting party's right to connect to the gas distribution network at the point of connection defined in the connection contract and the interface between the contracting parties' gas equipment where gas is delivered from the distribution network to the connecting party.
- 2.12. Gas connection contract (connection contract) is a contract agreed between the distribution system operator and the connecting party concerning the connection of the gas metering point to the network and maintaining the possibilities of using gas at the connection.
- 2.13. Gas network service contract (network contract) is a contract between the distribution system operator and the gas user concerning the sale and purchase of gas network services.
- 2.14. Gas sale contract (contract of sale) is a contract between the supplier and the user concerning the sale and purchase of gas energy.
- 2.15. Supplier's obligation to supply means a retailer with significant market power in the distribution system operator's area of operation has to supply natural gas in the area of operation at a reasonable price to end users who use the natural gas mainly for heating dwellings located at the natural gas metering point, and to end users whose maximum connection capacity at the natural gas metering point is 250 kilowatts. If there is no retailer in the area of operation of the distribution system operator who has significant market power, the obligation to supply lies with the retailer with the highest market share of the amount of natural gas acquired by end users covered by the obligation to supply in the area of operation in question, measured with the amount of natural gas supplied.
- 2.16. Comprehensive delivery of gas is a service entity that includes both the retail sale of gas (gas energy) to the user and the gas network service, which is a precondition for the distribution of gas.
- 2.17. Comprehensive delivery contract for gas (comprehensive delivery contract) is the right of the user covered by the retailer's obligation to supply to conclude a contract with a retailer, which includes the retail sale of gas and the network service of gas.
- 2.18. The Energy Authority determines in the natural gas network license one transmission system operator as the transmission system operator with system responsibility for the natural gas system (system responsible party).
- 2.19. A centralized data exchange system is an information system of the transmission system operator with system responsibility, in which information about the metering points and biogas supply points in the distribution networks, as well as the consumption and production of gas are collected and stored.
- 2.20. The gas supply day is a period starting at 7.00am and ending at 7.00am the next day official Finnish time.
- 2.21. Gas product in these terms means the definition of the service entity used in the sale of gas. The definition also includes information about the fees charged by the supplier. The gas product may also be called a tariff. Product price list presents the gas products offered by the supplier. The product price list and any service price list (price lists) are part of the contract of sale. The contracting parties can also agree separately on the pricing principles for the sale of gas, in

which case the product price list shall not be enclosed with the contract of sale (the product price list is thus not part of the contract of sale).

- 2.22. In these terms, for example, the sending of confirmation notifications, invoices, price change notifications or other messages also means electronic sending of messages with the same contents. The user's address or invoicing address may also be, for example, an email address or another similar individual address provided by the user. Electronic sending of messages requires that the contracting parties have agreed on it. It is possible to agree separately with a user other than a consumer that a notification of a change in price or in other terms of contract may be published on the internet at a predefined address. In addition, the user must be informed of the existence of the notification on the internet in a pre-agreed way, for example, by email or text message.
- 2.23. Means of distance communication means a telephone, post, television, information network or other means that can be used for concluding the contract without the parties being present at the same time.
- 2.24. The key provisions concerning the gas market and the network service are laid down in the Natural Gas Market Act, the act on the supervision of the electricity and natural gas market and the regulations pursuant to them.

3 Concluding a gas sale contract, and other required contracts

- 3.1. The contract of sale is agreed between the contracting parties to be valid until further notice or for a fixed term.
- 3.2. The contract of sale can be concluded when there is a valid gas connection contract concerning the gas metering point in question.
- 3.3. In addition to the gas connection contract, the start of the sale of gas requires a valid gas network contract and the fulfilment of the obligations referred to in these contracts, as well as the fulfilment of the technical requirements by virtue of the contract for the network service taking place to the metering point.
- 3.4. The user within the sphere of the supplier's obligation to supply is entitled to conclude with the supplier a comprehensive delivery contract, which includes the distribution network service in addition to the sale. Based on this kind of comprehensive delivery contract, the supplier shall also be responsible for the network services in relation to the user, for which the supplier and the DSO shall agree between themselves. The comprehensive delivery contract is subject to the terms of sale for gas and the terms of network service for gas. The comprehensive delivery contract is subject to the provisions concerning the contract of sale and the network contract.
- 3.5. A supplier that is starting the sale of gas to a metering point with daily metering in the distribution network must send notification of the start of the contract of sale to the transmission system operator with system responsibility, as well as to the DSO, and a notification of confirmation to the user with regard to the start of a new contract of sale as soon as possible after the supplier has concluded the contract of sale with the user of the distribution network.



- 3.6. The notification of the start of a new contract of sale must be sent at the earliest 90 days and at the latest 16 days before the day of gas supply when the supplier's sale of gas to the metering point starts according to the contract.
- 3.7. The consumer has the right to withdraw from a door-to-door or distance sale contract in accordance with the Consumer Protection Act by notifying the business of this on a cancellation form or in another unambiguous way within 14 days after the conclusion of the contract.
- 3.8. Other users have the right to withdraw from the contract at the latest two working days before the start of the sale of gas. A contract of sale is agreed between the supplier and the user. The contract may be made in writing, verbally or electronically.
 - 3.8.1. The contract of sale must be concluded in writing if requested by either one of the contracting parties. In such a case, any price lists and a link to a savable version of these terms must be attached to the contract of sale. The general terms of contract must be sent to the customer without charge in writing at the customer's request at the time of concluding the contract. The contract of sale must state the DSO to whom any fault and other notifications concerning the network service must be made, as well as the special requirements for the metering of gas if the contract of sale is subject to such requirements by virtue of the Natural Gas Market Act. The contract must include information for the consumer concerning the energy consumer's checklist and the Energy Authority's web address where the checklist is available.
 - 3.8.2. An electronic contract is binding if it has been concluded in a format that is generally required of electronic contracts.
 - 3.8.3. If the contract of sale is concluded in a way other than in writing, the supplier must send the user a confirmation notification of the contract (confirmation) to the invoicing address provided by the user or to another separately agreed address.
 - 3.8.4. The confirmation shall state the time when the contract of sale enters into force, also including the individual terms for the gas sale contract, as well as price lists and an account of the period for complaints for the user, and a link to a savable version of these terms. The general terms of contract must be sent to the customer without charge in writing at the customer's request in connection with the confirmation of contract. The confirmation notification must include information for the consumer concerning the energy consumer's checklist and the Energy Authority's web address where the checklist is available.
 - 3.8.5. If the contract of sale is agreed with a consumer by means of distance communication, the confirmation notification sent by the supplier shall also include other information referred to in section 6, subsection 9 of the Consumer Protection Act in addition to the matters referred to in section 3.8.1., where applicable, including supply and other costs not included in the total price, the payment terms, information about the consumer's right to withdraw from the contract, and the withdrawal form and instructions unless the supplier has already delivered them to the consumer previously in a permanent way.

- 3.8.6. A contract of sale agreed in a way other than in writing has become effective and continues under the terms referred to in the confirmation with the exception of the following cases:
- a) The user shall notify the supplier within 21 days of sending the confirmation or by the due date referred to in the confirmation, which is at least 21 days from sending the confirmation, that they do not consider the terms referred to or stated in the confirmation to correspond with the terms in the contract that has been concluded. The terms of contract according to the confirmation shall be applied during the time between concluding the contract and the notification sent by the user unless otherwise proved to have agreed; or
 - b) The consumer shall withdraw from the contract in accordance with the right of withdrawal related to distance or door-to-door sale by virtue of the Consumer Protection Act. If in the event of a withdrawal of the contract the consumer has used gas, they must pay the supplier a reasonable compensation for the gas they have used. The compensation is determined according to the terms of contract stated in the confirmation unless otherwise proved to have been agreed.
- 3.9. After receiving notification of a new contract of sale, the TSO with system responsibility shall check in the centralized data exchange system that the terms described in section 3.10 have been met and notifies the DSO whether a new contract of sale is starting and the current supplier of the termination of the current contract of sale by the next day at the latest. If there is no remotely read meter with daily metering in use at the metering point, the user shall have separate contracts with the supplier and the DSO, and the above section shall not be applied.
- 3.10. The condition for starting a new contract of sale is that the supplier and the user have concluded this contract of sale concerning the metering point with one another. The DSO shall reject the supplier's notification of the start of a new sale of contract if a remotely read set of meters with daily metering has been installed at the metering point, and:
- a) the DSO has already accepted the start of another supplier's contract of sale at the same metering point for the same start date;
 - b) the metering point does not exist or it is not a metering point with daily metering equipment;
 - c) the supplier does not meet the conditions required of a supplier;
 - d) the notification of the start of a new contract of sale is incorrect or insufficient, or it does not meet the deadline required of the notification;
 - or
 - e) the metering point has a fixed-term contract of sale that is valid, or it has been notified to become valid and it meets the conditions, and it will not terminate until on or after the start day of the new sale of contract.
- 3.11. The notification of the start of a new contract of sale is interpreted as a notice of termination of the user's current contract of sale.
- 3.12. If the DSO cannot accept a notification of the start of a new sale of contract by virtue of section 3.10, the DSO shall notify the new retailer by the next working day at the latest after receiving the supplier's notification that a

- new contract of sale cannot be started, and it shall notify the current supplier that the termination of the contract of sale has been cancelled. The date of receipt of the notification is deemed to be the working day during which the DSO receives the notification.
- 3.13. The new supplier must cancel the notification of a new contract of sale as soon as possible and at the latest two working days before the day of gas supply on which the sale of gas by virtue of the new contract of sale would be started. If the user has cancelled the new contract of sale within the cancellation period, the DSO must accept the cancellation request by the next working day at the latest after receiving the cancellation request. The date of receipt of the cancellation notification is deemed to be the working day during which the DSO receives the notification.
- 3.14. If the notification of the start of a new contract of sale is cancelled by the new supplier or the DSO rejects the notification of a new contract of sale, the current supplier to the metering point shall continue its sale of gas to the metering point unless the current supplier has notified the DSO of the termination of the contract of sale.
- 3.15. The contract documents constitute the contents of the gas sale contract. In the event of a conflict between the contents of the gas sale contract and the contents of the documents referred to therein, the documents shall be applied and interpreted in the following order:
- 1) Individual terms of contract
 - 2) Price lists
 - 3) General terms of retail sale (these terms).
- 3.16. The supplier and the user may agree to amend these terms. However, the agreement shall not derogate from these terms to the detriment of the consumer.
- 3.17. The user is obliged to notify the supplier of any changes that have an impact on the contract, concerning, for example, the user, the metering point or the invoicing address or another address that the contracting parties have agreed to be used by the supplier for sending confirmation notifications, price change notifications and other notifications.

4 Metering and invoicing of gas

- 4.1. The DSO shall arrange gas meter reading on which invoicing is based under the terms agreed in the gas network contract.
- 4.2. The supplier shall invoice the user for the use of gas in accordance with the contract of sale and the price lists in force at the time.
- 4.3. With respect to the contents of the invoice, the Natural Gas Market Act and the provisions and regulations issued by virtue of it shall be complied with.
- 4.4. In the case of a metering point with daily metering possibility, the supplier's invoicing is based on the gas amounts notified in the centralized data exchange system. In the case of a metering point that does not have daily metering, invoicing is based on the metered or estimated gas consumption data notified to the supplier by the DSO.

- 4.5. The invoicing frequency and the fact whether invoicing is based on measurement or estimated gas consumption shall be agreed in the gas sale contract. Gas delivered to the user shall be invoiced according to actual consumption at least four times a year. If a gas metering point to which gas is supplied for the sole use of food preparation is equipped with metering equipment, the natural gas delivered to the end user must be invoiced on the basis of actual consumption, however, at least once a year. The user is entitled to have an estimated gas use altered if there is a significant change in the circumstances that form the basis for the estimate.
- 4.6. A period of at least fourteen days must be left between sending the bill and the due date. If the user is other than a consumer, the contracting parties may also agree on a shorter term of maturity.
- 4.7. The user is obliged to pay the invoice sent by the supplier by the due date stated on the invoice. The invoice is sent to the invoicing address provided by the user. The user is responsible for paying the invoice regardless of the address to which they have requested the invoice to be sent.
- 4.8. The supplier is entitled to charge interest on arrears for any late payments of the invoice in accordance with the Interest Act. If the due date of the invoice and the amount payable are pre-determined, the interest on late payment will be charged starting from the due date. If the due date and/or the amount payable of the consumer's invoice are not pre-determined, interest on late payment cannot be charged until 30 days from sending the invoice at the earliest. In addition, a reasonable fee according to the price list in force can also be charged for sending a written reminder and a disconnection warning.
- 4.9. The supplier must submit a final invoice to the consumer within six weeks of terminating the sale of gas to the consumer.
- 4.10. The supplier is entitled to charge an extra fee and the user is entitled to compensation by virtue of an invoicing and metering error and incorrect reading of the meter.
- 4.11. If the metering error is found to be higher than is acceptable by virtue of the network contract between the user and the DSO, this will also be taken into account in invoicing by virtue of the contract of sale so that the compensation or extra charge will be paid by virtue of an estimate provided by the DSO to the supplier based on an inspection of the metering equipment. If the metering point in question cannot be measured daily, the compensation or extra charge shall be paid by virtue of the verified amount of gas used at different times by the user and of an estimate based on other data provided by the DSO to the supplier.
- 4.12. The contracting parties can present a claim for their receivables based on errors for the past three years. The consumer may, however, present a claim for the receivables for the entire period during which the error has affected invoicing, but not for longer than ten years if the moment when the error took place and the effects of the error on invoicing can be verified afterwards.
- 4.13. The DSO shall be responsible for the compensation to be paid to the user instead of the supplier, and it shall also be entitled to collect the extra charge from the user in the case of a metering point with remote reading, and

- a) for an error that has taken place in invoicing and the customer was notified of this more than three years ago; or
- b) the customer relationship between the customer and the supplier was terminated longer than six weeks before the error was noticed, and the gas consumption data provided by the DSO to the supplier as the basis for invoicing is incorrect in comparison with the consumption of gas taking place due to a metering error, an error in meter reading or an error in the notification provided by the DSO (however, not a deviation in the estimate). The pricing of extra charges and compensation referred to in this section is determined in the terms of contract of the network contract.
- 4.14. No interest is payable on the compensation or extra charge for the period of its accrual. The user must be granted a reasonable payment period for the extra charge. If the user will not pay the invoice arisen from the extra charge within the payment period, a penal interest on delayed payment in accordance with the Interest Act can be charged for the period after the due date.
- 4.15. The user is also obliged to pay for the measured or verified sale of gas that is due to faults in the installations or equipment for which the user is liable.
- 4.16. In the case of a metering point with no remote reading equipment and gas is used by bypassing the metering equipment or diminishing its metering accuracy, the supplier is entitled to invoice the user according to the highest possible use notified by the DSO. If the user is a consumer, the invoicing can be made according to probable use if this can be estimated. If the duration of this kind of use cannot be verified, subsequent invoicing can be made for a maximum period of three years.

5 Security or advance payment

- 5.1. When concluding the contract of sale, the supplier is entitled to require that a user who is not a consumer shall provide a security or make an advance payment for the receivables based on the gas sale contract. If the contract of sale is agreed between the same contracting parties only due to a change in the gas metering point or the termination of the comprehensive delivery contract for gas without changes to the use of gas or other circumstances at the same time, the security can only be required on the basis of section 5.2.
- 5.2. After the gas sale has started, the supplier is entitled to require that a user who is not a consumer shall provide a security or make an advance payment for the receivables based on the gas sale contract if the user has materially neglected their payment obligation based on this or another gas sale contract or the comprehensive delivery contract for gas, which has not been legitimately contested, or if the user's credit status shows that the user is evidently unable to meet the payments based on the network contract.
- 5.3. The supplier may require that the consumer provides a reasonable security or makes an advance payment when concluding the contract of sale and during the validity of the gas sale contract. During the validity of the gas sale contract, a security or advance payment may be required only if the consumer has materially failed to meet their liability to pay. Moreover, the supplier must have serious grounds for its requirement for a security or advance payment when

concluding the contract of sale and during its validity. Serious grounds may include, for example:

- a) the sale of gas to the consumer has been interrupted due to payment default;
- b) the supplier has outstanding receivables from the consumer in relation to the sale or comprehensive delivery of gas, the amount of which can be regarded as considerable in view of the amount of invoicing for the sale of gas; or
- c) the credit status of the consumer indicates that the consumer is evidently unable to meet the payments based on the gas sale contract.

- 5.4. If, when concluding the contract of sale, the security or advance payment is not lodged by the due date, the contract of sale shall become void with immediate effect without separate notification. The contract will become void even if the supply of gas to the metering point has already begun. The user is obliged to pay the price agreed in the contract for any gas used by them before the contract has become void.
- 5.5. The supplier has the right to use the security or advance payment towards any of its outstanding receivables, accrued interest on late payment and reasonable debt collection expenses based on the sale of gas and previous comprehensive delivery of gas and services rendered concerning the same metering point. If the supplier uses a security or advance payment or a part thereof towards its receivables, the supplier is entitled to require that the customer supplements the security or advance payment to the sum referred to in section 5.7 if the contractual relationship continues.
- 5.6. The supplier shall not pay interest on the security or advance payment.
- 5.7. The maximum amount of the security or advance payment may be equal to the sale invoice for the period between the start of the invoicing period and the interruption to the sale of gas or to the amount of outstanding receivables unless otherwise agreed with the user who is not a consumer. The security or advance payment of end users whose consumption data is not available is calculated according to an estimate of the use of gas corresponding to the user's user profile. The estimate may be based on a period when gas consumption is at its highest.
- 5.8. The supplier shall refund the security with immediate effect upon termination of the contract of sale once the final invoice has been paid and any other obligations of the user have been fulfilled. While the contract remains valid, the security will be refunded within two years (for consumers, one year) of the date it was lodged at the latest. The security shall not be refunded while the contract is valid if the user has materially failed to fulfil their payments during the period the security is being held. However, the security or a part thereof shall not be refunded while the contract of sale is valid or after its termination if the supplier can require that the entire security or a part thereof can be used for paying the outstanding receivables, accrued interest on late payment and reasonable debt collection expenses based on the user's other valid and terminated contracts of sale or comprehensive delivery contracts. If the user is not a consumer and not within the sphere of the obligation to supply, the user and the supplier may agree on other ways of refunding the security. The advance payment shall be used to effect maturing payments within the refund period of the security, as specified in this section.

- 5.9. A written agreement shall be concluded on the lodging of a security. The advance payment may also be mentioned in the confirmation notification of the contract.
- 5.10. The supplier is entitled to realize the lodged security in the way it considers most appropriate in order to pay its overdue receivables.
- 5.11. Instead of lodging a security or making an advance payment, the customer and the supplier may agree that the charges conforming to the gas sale contract shall be paid in advance. As regards reverting to the ordinary payment schedule, the provisions included in section 5.8 shall be followed as applicable.
- 5.12. It is not a question of an advance payment referred to in this section or a prepayment referred to in section 5.11 if, out of the different product or payment methods available, the customer selects one that includes an accelerated payment arrangement.

6 Delay, error and liability issues

- 6.1 There is an error in the sale and total supply of gas if the quality or method of supply of gas does not correspond to what can be considered to have been agreed upon or when the consumer's invoicing is incorrect or delayed. However, it is not regarded as an error if the supplier can prove that the error or delay has been caused by a factor beyond its control, the consequences of which it could not have reasonably avoided or prevented. Unless a higher quality of gas has been agreed on, there is an error in gas distribution and other network service as well as in the supply of gas if the quality of gas does not meet the European standards generally complied with in Finland or if the distribution or supply of gas has been continuously or repeatedly interrupted and the interruption cannot be regarded as minor taking account of the reason and circumstances of the interruption.
- 6.2. If the sale of gas is not started at the agreed time for a reason attributable to the supplier, the supplier shall compensate the damage resulting from the delay in accordance with the provisions in sections 6.4–6.5 and 6.8–6.14. The user is not obliged to pay the fees based on the gas sale contract until from the moment the sale of gas has commenced. After the supply of gas has commenced, the user is entitled to withhold payment of such part of the fee that is necessary as a security for a claim for compensation based on the delay. The right to withhold payment shall be implemented according to section 6.3.
- 6.3. The supplier shall deduct the payments concerning the sale of gas accrued over the period of delay that has come to its notice from the invoice sent after the matter has been settled. Unless the deduction is no longer possible on the invoice, for example, due to the termination of the contractual relationship, the sum shall be refunded in other ways.
 - 6.3.1. If the user wishes to make sure that the payment accrued over the delayed period referred to in this section 6.3 will be deducted on their invoice, they must notify the supplier of this claim in writing. If necessary, the supplier may request for further information regarding the claim in writing.

- 6.4. No compensation shall be paid for damage caused by a delay if the supplier can show that the delay is caused by an obstacle beyond its control and that it cannot reasonably be expected to have taken it into account when concluding the contract of sale and the consequences of which it could not have reasonably avoided or overcome.
- 6.5. If the delay is caused by a third party that the supplier has used for fulfilling the gas sale contract, the supplier will be released from its obligation to pay compensation only if this third party would be released from the obligation to pay compensation by virtue of section 6.4.
- 6.6. The supplier is not responsible for errors in the network service. The user must notify the DSO of any interruption to the network service or its claims arising from a deviation in quality without delay after detecting the error or when they should have detected it.
- 6.7. If the user's gas supply is interrupted or stopped for a reason attributable to the supplier contrary to the terms of the contract of sale, the supplier shall compensate the user for the damage caused by this in accordance with sections 6.8–6.14.
- 6.8. The supplier shall compensate the user for the damage defined to be compensated above in this section according to the grounds and limitations referred to hereinafter in this section.
- 6.9. The user has the right to receive compensation for indirect damage only if the delay or error is caused by negligence on the part of the supplier. The supplier has the right to require that the user provides reasons for its specified claims in writing. If the user is not a consumer and the contracting parties have not agreed otherwise, the maximum amount to be paid as compensation for indirect damage by the supplier corresponds to the user's total amount of fees for the sale of gas over one year, however, not higher than EUR 8,500.00. If the supplier has been guilty of intent or gross negligence, the limitation of the maximum amount of compensation shall not be applied.
- 6.10. In these terms, indirect damage means:
 - a) loss of earnings incurred by the user because of a delay or error or the consequent actions;
 - b) damage caused by an obligation, which is based on some other agreement;
 - c) major loss of utility at the metering place when this loss does not result in actual financial loss, and other comparable major disturbance;
 - d) damage to the property of a user who is not a consumer, resulting from a disturbance or stoppage in the operation of the user's device or equipment or interruption to the user's operations caused by the interruption of the sale of gas, or consequential financial damage or loss due to the same reason;
 - e) and other damage of a similar nature that is difficult to foresee.
- 6.11. The consumer is also entitled to receive compensation for damage caused to their family or family member on the same grounds as for the damage caused to them.
- 6.12. To prevent damage, when damage occurs or there is a risk of damage, the contracting parties shall take all steps for the prevention or limitation of damage that can be reasonably required and expected of them. If the user has caused the damage by their own action or if the user's gas equipment does not

- meet the requirements of legislation and the standards generally complied with in the industry in Finland and this has contributed to the damage or the extent of the damage, the supplier is not obliged to pay compensation for the damage.
- 6.13. If the user neglects their obligation to take reasonable action to limit the extent of damage being caused by them, the user themselves shall be liable for the damage in this respect. If the user's negligence can be considered to be of minor significance, the proportion of liability for damage to be borne by the user may be reduced in this respect, however. Compensation shall be paid for damage to a contracting party caused by the limitation of damage for which compensation shall be paid in accordance with these terms.
- 6.14. By virtue of these terms, the supplier is not obliged to pay compensation for such damage, for which the user or some other party is entitled to receive compensation on other grounds, for example, in relation to the gas network service.
- 6.15. If a delay in the supply of gas or an interruption to the sale of gas is due to a reason regarded as negligence by the user, the user is obliged to pay compensation for other than indirect damage caused to the supplier as a result of it. Damage that is considered equal to indirect damage referred to in section 6.10 is regarded as indirect damage by the supplier.

7 Interruption of the sale of gas

- 7.1. The supplier is entitled to interrupt the sale of gas (user's supply of gas) if the user materially neglects the payment of the supplier's receivables or otherwise materially neglects their obligations based on the gas sale contract. The interruption of the sale is carried out by the DSO at the supplier's request.
- 7.2. The supplier shall send the user a written reminder to rectify the breach of contract, i.e. pay the outstanding receivable or rectify some other negligence, within the period stated in the reminder, which is at least two weeks from sending the reminder. A reminder, which is subject to a charge, cannot be sent to a user who is a consumer until two weeks after the original due date at the earliest. If despite the reminder the user will not rectify their breach of contract within the set time limit, the supplier shall send a written disconnection warning to the user's invoicing address or to another separately agreed address. The time of interruption of the sale of gas shall be stated in the disconnection warning. To avoid interruption, the user shall rectify the breach of contract in time before the stated time of interruption. The disconnection warning is sent to the user at least two weeks before the interruption of the sale of gas. The interruption may take place at the earliest five weeks from the original due date or from the date when the user was informed for the first time of another breach of contract or the need to rectify it. If a reminder, which is subject to a charge, has been sent to a user who is a consumer, the interruption may take place at the earliest six weeks after the original due date.
- 7.3. If the payment default is due to the consumer's financial difficulties which are the consequence of a serious illness, unemployment or another special reason mainly through no fault of their own, the sale of gas may be interrupted at the earliest 60 days from the due date of the payment.

- 7.4. The consumer must notify the supplier of a matter that prevents the payment of the invoice as soon as the user becomes aware of it and, if possible, before the due date of the invoice.
- 7.5. The sale of gas must not be interrupted due to payment default in a building of a part thereof that is used as permanent dwelling, the heating of which depends on gas, between the start of October and the end of April before 120 days from the due date of the outstanding payment.
- 7.6. If the user's payment default is due to a force majeure, the sale of gas cannot be interrupted for as long as the force majeure prevails.
- 7.7. If the sale of gas is interrupted for a reason attributable to the user or the DSO, the user is not released from their liability to pay or their other responsibilities towards the supplier, and the user is not entitled to any claim against the supplier resulting from the interruption.
- 7.8. The supplier is entitled to charge the user a reasonable fee according to the price list in force for sending a written reminder and a disconnection warning. The user is obliged to pay compensation to the supplier for the fees it has paid as a result of the interruption and restarting of the sale of gas, including any processing costs, in accordance with the price list.
- 7.9. The sale of gas will be continued after the reason for the interruption has been removed. However, the supplier is not obliged to start the sale of gas before the user has paid the fees resulting from the interruption and restart, as well as the supplier's outstanding receivables and the required security.

8 Changing the terms and prices of the gas sale contract

- 8.1. The contracting parties may jointly agree to change the terms of a mutual contract of sale.
- 8.2. Unless otherwise agreed in the individual contract of sale between the supplier and the user, the supplier is entitled to amend the terms of contract and prices covered by the obligation to supply to correspond with the changes in costs or the cost structure so that the pricing even after the amendment will correspond to the requirement of reasonable pricing, as stipulated by the legislation. Based on this section, the contract of sale may not be changed so that the contents of the contract will materially change.
- 8.3. The supplier has the right to change the terms of contract and prices of the contract of sale if the reason for the change is:
 - supplier's gas procurement and transmission capacity costs;
 - changes in costs due to restrictions in the transmission capacity; or
 - changes in labour or other operating costs related to the sale of gas and the cost of producing functions that are necessary for the implementation of the sale of gas. Based on this section, the terms in the contract of sale may not be changed so that the contents of the contract of sale will materially change. However, a fixed-term contract of sale must not be changed on the basis of this section.
- 8.4. The supplier is entitled to change the terms of contract and prices if the change is based on a change in legislation or a decision of the authorities, which the

supplier could not have taken into account at the time of concluding the contract of sale.

- 8.5. The supplier is also entitled to change prices and other terms of contract on the basis of legislation or a decision by the authorities which have been known at the time of concluding the contract provided that the change will not essentially change the prices or other principal contents of the contract of sale.
- 8.6. The supplier is also entitled to change the terms of contract and prices if there is a specific reason for the change, owing to an essential change in circumstances;
 - a revision of outdated contractual or pricing arrangements, or
 - measures required by energy conservation.This section shall not be applied to a fixed-term contract of sale.
- 8.7. The supplier is entitled to make such minor changes to the terms of contract that do not affect the principal contents of the contractual relationship.
- 8.8. The supplier must send the user a notification of how and from which date the prices or other terms of contract will change and the reason for the change. The notification must state whether the contracting party is entitled to terminate the contract. If the reason for the change is other than an amendment to legislation or a decision by the authorities, the change may take effect at the earliest 30 days after sending the notification. The notification shall be sent to the user's invoicing address or to another separately agreed address. The consumer has the right to terminate the contract if the consumer does not accept the change to the contract.
- 8.9. If the change is based on an amendment to legislation or a decision of the authorities, the supplier must implement the change as of the date when the change or decision takes effect. The supplier must notify of the changes to be made on these grounds as soon as possible.
- 8.10. If the price of gas energy is tied to a reference value/s (e.g. indexes) beyond the control of the contracting parties, any changes in these are not regarded as changes to the price or terms of contract referred to above.

9 Transfer and expiration of the gas sale contract

- 9.1. The user cannot transfer the contract of sale to a third party without the supplier's consent.
- 9.2. The supplier has the right to transfer the contract of sale to another supplier. The terms of the gas sale contract cannot be changed in connection with the transfer. The new supplier must notify the user of the transfer in writing as soon as possible, however, within 30 days of the transfer.
- 9.3. A fixed-term contract of sale shall expire when the contract period has expired or as a result of revoking the contract, without prejudice to sections 9.3.1–9.3.7.
 - 9.3.1 Unless otherwise agreed, a fixed-term contract of sale will continue as valid until further notice after the expiry of the fixed term unless a new contract of sale has been agreed between the supplier and the user or one of the contracting parties has terminated the contract with a period of notice of 14 days.

- 9.3.2. The consumer may terminate a fixed-term gas sale contract for more than two years with a period of notice of two weeks after the contract of sale has been in force for two years.
- 9.3.3. Outside the obligation to supply, it is also possible to conclude a fixed-term contract of sale with a period of validity that continues for the duration of a new contract period unless the contracting party notifies that they want to withdraw from it.
- 9.3.4. The supplier must send the consumer a notification of the start of a new contract period at least 30 days before the time when the consumer can withdraw from the contract at the latest with respect to the new contract period.
- 9.3.5. The consumer's right to terminate a fixed-term contract of sale referred to in the previous section will start two years after the start of the first contract period under the same contract. Upon termination of a fixed-term contract concluded for two years or longer, the conclusion of a new fixed-term contract requires the consumer's explicit consent.
- 9.3.6. However, both contracting parties may always terminate a fixed-term gas sale contract with a two weeks' period of notice when the metering point changes, for example, due to the user's move, unless otherwise agreed.
- 9.3.7. The consumer may terminate a fixed-term gas sale contract if the consumer's requirement for gas has materially changed due to the consumer's serious illness, the death of a close relative or to other comparable serious reasons and if the continuation of the gas sale contract in such a case is unreasonable in terms of the consumer.
- 9.4. If a fixed-term contract of sale ends before the end of the fixed term for reasons attributable to the user in situations other than those referred to in sections 9.3.1–9.3.7, the supplier is entitled to charge a reasonable contractual penalty to the user if the penalty and its amount have been agreed on separately in the gas sale contract.
- 9.5. A contract of sale valid until further notice ends due to withdrawal or termination.
 - 9.5.1. Either contracting party may terminate a gas sale contract outside the obligation to supply with a period of notice of two weeks unless otherwise agreed. The supplier's period of notice cannot be agreed to be less than two weeks.
 - 9.5.2. The user may terminate a gas sale contract that is valid until further notice and within the sphere of the obligation to supply with a two weeks' period of notice.
 - 9.5.3. The supplier cannot terminate a consumer's contract of sale that is subject to the obligation to supply. The supplier may terminate a contract of sale of another user with a period of notice of three months if it is unreasonable to keep the gas sale contract in force from the supplier's standpoint due to a change in legislation or a material change in circumstances.
- 9.6. Either contracting party shall have the right to terminate the contract of sale if the other party is in material breach of the gas sale contract and does not rectify the situation within a reasonable time.

- 9.7. The supplier has the right to terminate a contract of sale if
- 9.7.1 the user is guilty of stealing gas or the supplier's property, deliberate damage to equipment or breaking seals pertaining to the equipment, or of attempting these kinds of acts;
 - 9.7.2 the supply has been interrupted by virtue of these terms and the interruption has lasted at least one month or, if it has not been technically possible to carry out the interruption for a reason attributable to the user or the DSO, at least one month has elapsed from the fulfilment of the conditions for the interruption.
 - 9.6.3 the user has otherwise materially breached its obligations based on the gas sale contract, and the breach of contract has not been rectified within a reasonable period specified in writing by the supplier;
 - 9.6.4 the DSO has terminated the network contract for the metering point.
- 9.8. The supplier shall send to the user and the DSO a written notification of the termination of the gas sale contract, stating the reason of the termination and the end date of the gas sale contract.

10 Settlement of disputes

- 10.1. The consumer has the right to bring any disputes derived from the interpretation of the gas sale contract to the Consumer Disputes Board for consideration (www.kuluttajariita.fi). Before issuing the request for settlement to the Consumer Disputes Board, the consumer must be in contact with the Consumer Advisory Service (www.kuluttajaneuvonta.fi).
- 10.2. Efforts shall be made to settle any disputes through negotiations. This contract shall be subject to Finnish law. If disputes arising from the gas sale contract are settled in a court of law, the legal action shall be brought in the district court where the gas metering point is located unless otherwise agreed. A consumer is, however, always entitled to bring an action before the district court of their place of domicile in Finland.