

## TERMS AND CONDITIONS OF FORTUM MAINIO PRODUCT AGREEMENT 1 APRIL 2023

### 1. CONCLUDING A PRODUCT AGREEMENT

- 1.1 In addition to these terms and conditions and prices, the current general terms and conditions for district heating apply to this product agreement.
- 1.2 This product agreement is part of a set of agreement documents which are listed below. In the event of any conflict between the content of the documents, the documents shall be applied and interpreted in the following order:
  - 1) Product agreement (confirmation of product agreement and these terms and conditions)
  - 2) Connection agreement (district heating contract)
  - 3) Price lists
  - 4) District heating terms and conditions
- 1.3 In addition to the validity of the connection agreement for the place of use, the commencement and continuation of the sale of heat requires that the customer has fulfilled the obligations under the connection agreement and that the customer's place of use meets the relevant technical requirements.
- 1.4 Application of the product agreement starts from the beginning of the month following the order. In the case of the first product for a new connection, it may be agreed that the application of the product agreement begins on the date when the supply of heat begins.
- 1.5 An order confirmation shall be sent to the customer for the product agreement. The agreement shall enter into effect if the customer does not cancel it within two weeks from the date of sending the confirmation by notifying the heat supplier of the cancellation.

### 2. PRODUCT AGREEMENT-SPECIFIC TERMS AND CONDITIONS

- 2.1 This heating product is a basic district heating product for consumer customers.
- 2.2 Product prices are valid until further notice and are reviewed four times a year, if necessary, on 1 January, 1 April, 1 July and 1 October. Any price changes shall be announced at least one month in advance.
- 2.3 Notification of changes to prices or the terms and conditions of the agreement shall be sent to the customer's e-mail address. If an e-mail address has not been provided and an electronic notification is impossible for another reason, the notification shall be sent to the postal address.
- 2.4 The measured power that the invoicing is based on is reviewed once a year starting from 1 January, and it is based on the measured peak heating power used by the customer during the previous winter (1 January–31 March). The maximum average heating power for three consecutive hours shall be used for invoicing purposes.

- 2.5 Product prices are determined in accordance with the price list in effect at the time. Invoicing takes place on a monthly basis.

### 3. TRANSFER OF THE PRODUCT AGREEMENT

- 3.1 The customer cannot transfer the product agreement to a third party.
- 3.2 The heat supplier is entitled to transfer the product agreement to another heat supplier. The terms of the product agreement cannot be changed upon transfer. The new heat supplier must notify the customer of the transfer in connection with the first invoice, at the latest.
- 3.3 The product agreement cannot be transferred from one place of use to another.

### 4. MODIFICATION OR TERMINATION OF THE PRODUCT AGREEMENT

- 4.1 The product agreement shall be valid until further notice.
- 4.2 The heat supplier has the right to change the product terms or terminate this product agreement and change the customer's product to an alternative one. In this case, the supplier will notify the customer at least two months before the change takes effect.
- 4.3 Upon termination of the connection agreement, the product agreements relating to the place of use under the connection agreement shall also terminate.
- 4.4 In other respects, the general terms and conditions for district heating shall apply to the termination of the agreement.