

1. GENERAL CONDITIONS

- a. By entering into this agreement, customer will authorize GNP Energy Norway to make supplier exchange under the NVE guidelines and obtain the necessary information regarding supplier exchange with the network owner and current power supplier.
- b. Personal data provided in connection with the signing of the agreement will be treated confidentially and in accordance with the data processing law. GNP Energy Norge uses the personal data provided in connection with the agreement to manage the customer relationship, including the implementation of power deliveries and invoicing. The personal data will also be used to distribute information and offers related to customer's contractual relationship. This also applies to distribution via electronic channels pursuant to section 15 of the Marketing Act, including email and SMS. Customers who do not wish to receive such information may choose to do so by contacting GNP Energy.

2. DELIVERY TERMS

- a. GNP Energy Norway offers electricity to customers across the country, and these terms/products include business customers who need electrical energy for their own use and who do not sell power on. The customer must provide the company name, associated organization number, billing and delivery address, measurement point ID, meter reading for manual meters, and contact person.
- b. GNP Energy Norway may obtain credit rating and refuse/terminate customer relationships if the findings support it. Upon refusal, all GNP Energy Norway's obligations are waived under the agreement in full. Information will preferably be sent electronically.
- c. GNP Energy Norway is not liable for consequences of any breach of contract between the customer and former electricity supplier due to termination of power delivery.
- d. When moving, the agreement follows the customer to the new address. GNP Energy Norway is authorised to obtain the necessary information from the net owner, for the registration of GNP Energy Norway as a supplier at the new address. Before moving the customer, please contact GNP Energy Norway for the continuation of the power agreement.

3. POWER AGREEMENTS

- a. **Forvaltningsavtale/ Handelspakken.** Customer grants GNP Energy Norway the authority to make purchases of electricity on the customer's behalf in relevant markets. Such purchases are made continuously based on GNP Energy Norway's current market view. GNP Energy Norway is obliged to exercise this authorisation to their best judgment, but is not liable for its market assessments. The price the customer pays is a combination of spot price, floating price and flat rate for different periods throughout the year. The customer's current price is shown on the invoice. In addition, the customer has a "price roof" for all or part of the agreement period under the contract.
- b. **Spotpris** is weighted average price based on the trading site Nordpool for the relevant area in which the meter is in use that month + plus markup, fixed price according to contract.
- c. **Flytende pris** or standard variable is a floating power agreement that follows the market throughout the year, but with less variation than the spot price. The price can be changed with two weeks' notice. The current price is displayed on www.gnp.energy, "Min Side". Floating Price is billed monthly arrears. No fixed contract time.

4. CONTRACT TIME

- a. The agreement may be terminated by the parties with 3 months' notice before the expiry of the current agreement period. If not terminated, GNP Energy Norway reserves the right to renew the agreement for the same agreement type and agreement length, however, not less than 12 months. The termination notice must be in writing. In the case of termination, customer is liable for contracts with the suppliers for the services that the customer has used from GNP Energy Norway. GNP Energy Norway is authorised to reactivate customers if written termination is not received. Upon termination of the agreement prior to the expiration of the contract period, this will trigger a fee if it is a product with a specified contract time.
- b. For agreements with fixed price limits and/or fixed agreement times, as well as agreements with 12 months' notice period, a fee will be incurred if the contract is terminated by the customer before the time specified in the contract. If the agreement is terminated prior to the expiry of the period, the customer must cover GNP Energy Norway's financial losses as the contract times are built on specific calculations. The financial loss is calculated under normal principles of tort liability and is a minimum of 8 øre per kWh per remaining year of the contract period and a minimum of NOK 1500,- per meter.

5. PRICE AND PAYMENT TERMS

- a. GNP Energy Norway has the right to calculate and invoice the customer for use of electrical power in accordance with the prices in the customers' contract. All prices are quoted without sales tax for businesses (25% per 01.01.2005).
- b. Electricity certificates were introduced in Norway 01.01.2012. GNP Energy Norway guarantees that electricity certificates are traded for customers according to government regulations. Costs and charges will be charged to customers who are subject to electricity certificate payment. For more information on electricity certificates see <https://www.nve.no/electricity-certificates>.
- c. The invoicing principle used is prepayment and monthly reconciliation of usage unless otherwise specified. Prepayment means that electricity consumption is payable before use, based on actual consumption for the period. The customer is billed the current months' usage + two months in advance (the account period may still be longer if meter reading is not available). The difference between paid advance and real consumption (based on meter reading) is settled on each

following invoice when the meter reading is received from the customer's network owner. If the customer has paid too much, this will come as a deduction on the next invoice. If the customer has paid too little, the difference will be charged on the next invoice.

d. In the event that GNP Energy Norway has erroneously used other meter values than the meter values that the network company has made available to GNP Energy Norway, GNP Energy Norway or the customer may require corrective actions to fix the error. Correction settlements are submitted under Norwegian rules of the Statute of limitations of 18.05.1979 No. 18. Deviations due to the fact that GNP Energy Norway has not been provided meter values from the network company in time for the invoicing period, according to § 6, is corrected on first ordinary invoicing when the meter values are available.

e. If GNP Energy Norway has received incorrect meter values for the customer from the network company and used them when settling the customer account, GNP Energy Norway may not require payment from the customer, and the customer may not claim a refund from GNP Energy Norway. Settlement for too much or too little charge for electrical power in cases where the network company has communicated incorrect meter values to GNP Energy Norway is in its entirety a matter between the network company and the customer as customer of the network company.

f. GNP Energy Norge has an invoice fee of NOK 49 per invoice. Email invoice or EHF, AvtaleGiro, and Efaktura use are exempt from this fee.

g. Any price guarantee period is limited to a delivery volume equal to the customer's average power consumption over the last 3 years. For consumption changes beyond +/-10% in the reconciliation period, GNP Energy Norway may reconcile actual expense according to the weighted consumption pattern throughout the year.

h. The guaranteed price period will not apply if there is an implementation of measures that are based on 5A in the Energy Act of 29.06.1990 Nr. 50, and these measures affect GNP Energy Norway's ability to provide electrical power to the customer according to contract. In such cases, customers will be notified on GNP Energy Norway's website; "Min Side" for the new price and other matters. The price guarantee period will be suspended until the authorities discontinue the imposed measures and normal delivery can be resumed.

6. MODIFICATION OF TERMS AND CONDITIONS

a. GNP Energy Norway is subject to price changes resulting from changes in current public taxes/fees, as well as changes in other conditions and regulations on electricity sales operations in the market. GNP Energy Norway may adjust prices and terms and conditions with 1 months' notice via www.gnp.energy or "Min Side". The prices can also be adjusted annually following the change in the consumer price index, last 12 months, without further notice.

b. GNP Energy Norway may assign the Customer Agreement and its obligations hereunder to a third party without authorization from the customer.

7. OTHER TERMS AND CONDITIONS

a. GNP Energy Norway shall not be liable for indirect losses, unless the loss is caused by gross negligence or from GNP Energy Norway's part. GNP Energy Norway's total liability is limited to NOK 10.000, -for each case, unless the loss is due to gross negligence of GNP Energy Norway's side. The customer may, with immediate effect, terminate the agreement if there is a material breach from GNP Energy Norway's side. In case of bankruptcy or the event that GNP Energy Norway must cease to supply electricity, all obligations are terminated after the termination date.

b. This agreement is governed by Norwegian law. Disputes over this Agreement shall be resolved by the ordinary courts. For businesses, the venue is set to Tønsberg District Court.