

Special terms and conditions for supplying power from GNP Energy Norge AS to consumers

Updated: 1 September 2022

1. These special terms and conditions apply between the customer and GNP Energy Norge AS (hereinafter referred to as "GNP"), individually referred to as "Party" and collectively as "the Parties".
2. This agreement on the purchase of power/electricity consists of these special terms and conditions, the terms and conditions for the product the customer orders, [Standard Kraftleveringsavtale \(Standard Power Supply Agreement\)](#) negotiated by Energy Norway and the Norwegian Consumer Authority and any separately agreed written terms and conditions between the customer and GNP. In the event of a conflict, the documents rank as follows:
 1. Separately agreed written terms and conditions between the customer and GNP
 2. The terms and conditions for the product the customer orders
 3. These special terms and conditions
 4. Standard Power Supply Agreement



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The terms and conditions must be approved by the customer on ordering and before entering into an agreement.

3. By entering into this agreement, the customer authorises GNP to:
 - a. Report termination of the customer's agreement with the current supplier in accordance with Norwegian Water Resources and Energy Directorate's guidelines, and arrange all formal matters relating to the change of supplier. The customer is responsible for fulfilling its obligations to its former power supplier, including any termination fees.
 - b. Obtain the necessary information about the customer, so that GNP can carry out a change of electricity supplier. If there is insufficient information to change the electricity supplier, then GNP will request this information from the customer.
 - c. Implement and report the change of supplier to the power industry's central IT system Elhub.
 - d. Obtain the customer's meter readings from the grid operator or Elhub.
4. GNP may assess the customer's creditworthiness at any time before and during the contractual relationship, and refuse or terminate the customer relationship when there are objective grounds for doing so. When assessing creditworthiness, GNP may, in addition to publicly available information, use



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its own customer data and credit reference agencies. Letters of notification should preferably be sent electronically.

5. Throughout the contractual relationship, the customer must keep information about itself and its electrical installation up to date and inform GNP of any changes.
6. GNP processes personal data in accordance with the prevailing privacy legislation. GNP uses the personal data that was provided in connection with the conclusion of the agreement or in connection with the implementation of the contractual relationship to administer the customer relationship, including delivery of electricity supplies and invoicing. The personal data will also be used to distribute information and offers relating to the customer's contractual relationship. This also applies to distribution via electronic channels in accordance with Section 15 of the Norwegian Marketing Act, including emails and text messages. Customers who do not wish to receive such information can opt out by contacting GNP.

GNP may use subcontractors to process personal data. The information may also be shared with or obtained from third parties to the extent necessary in order to:

- Meet requirements established in laws or regulations.
- Assign unsettled claims to debt collection companies.
- Perform credit assessment and general collection of information about natural persons associated with the customer.



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7. Renewal of a fixed-term, fixed-price agreement takes place by GNP notifying the customer no later than 14 days before the fixed-price agreement expires. If, at the end of the agreement, the customer has not given express acceptance for the agreement to be renewed, the customer will be transferred to a standard product stated in the notification.
8. If a fixed-term, fixed price agreement is terminated, GNP may demand that the customer pay compensation if GNP suffers a financial loss as a result of the termination, see section 5-1 in the terms and conditions stated in the standard power supply agreement. An administration fee of NOK 500 is also charged.
9. If an agreement that has been entered into with a price guarantee and/or agreement term is not transferred to a new address on relocation, this is considered termination of the agreement. An administration fee of NOK 500 will then be charged and the customer must pay for power consumption until the end of the notice period, see section 5-1 in the terms and conditions stated in the standard power supply agreement.
10. Ongoing changes in the market price for products based on the market price ("spot price") will be notified at 14 days' notice on GNP's website. All other changes in price or terms will be notified directly to the customer in accordance with section 6 of the standard power supply agreement
11. If new price areas are introduced, the difference between the fixed price and the area price may be recalculated for the relevant period.



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12. Fees for paper invoices and other additional services are charged in accordance with GNP's prevailing price list.
13. For special offer agreements and promotions of a limited duration, the following special terms and conditions apply:
The agreements are offered to new customers. "New customers" means customers and/or installations to which GNP has not made deliveries during the last 12 months.
14. GNP may transfer the agreement and its obligations thereunder to a third party without obtaining acceptance from the Customer. The Customer cannot transfer the agreement or its obligations thereunder to a third party without GNP's consent.
15. Disputes arising from the contractual relationship, and which are not resolved amicably, are resolved in accordance with section 7 of the Standard Power Supply Agreement. The Parties have agreed that only Vestfold District Court is the proper legal venue.

