

**GENERAL TERMS AND CONDITIONS FOR THE CONNECTION OF ELECTRICAL INSTALLATIONS TO THE NETWORK AND THE DISTRIBUTION OF ELECTRICITY TO SUCH INSTALLATIONS (in the course of business or other similar activity, low voltage)**

**GENERAL TERMS AND CONDITIONS drawn up by Energiföretagen Sverige.**

**1. Introductory provisions**

- 1.1 These general terms and conditions apply between the network operator and the customer and concern the connection of electrical installations and the distribution of electricity to such installations, when the connection and distribution are in the course of business or other similar activity. Other terms and conditions apply to the connection and distribution of electricity to consumers.

For the feed-in of electricity from electrical generation and energy storage installations, different terms and conditions apply.

- 1.2 These general terms and conditions apply until further notice and may only be changed by Energiföretagen Sverige.

The network operator shall be entitled to make such amendments to the general terms and conditions vis-à-vis the customer. Where the network operator introduces such changes, the new terms and conditions shall not apply until at least two weeks after the network operator has informed the customer of the changes.

- 1.3 If the customer holds right to a property or part of a property in a capacity other than owner, the customer shall ensure that the network operator is granted the same rights in relation to the owner of the property as if the customer were the owner of the property.

- 1.4 For the purposes of these general terms and conditions, the following definitions shall apply

- *designated electricity supplier*: the electricity supplier that sells electricity to customers who do not choose an electricity supplier themselves. The designated electricity supplier is assigned by the network operator.

- *balance responsible party*: the party who, in an agreement with the system operator, has assumed financial responsibility for ensuring that the electricity system is supplied with as much electricity as is withdrawn at the customer's outtake point.

- *electricity supplier* (electricity provider according to the Electricity Act (1997:857)): the company from which a customer buys their electricity.

- *network operator*: the undertaking which connects and distributes electricity to the customer with the support of a network concession.

- *network concession*: authorisation to lay, use and maintain electricity lines in the area where the customer's installation is located.

- *fuse limiter housing*: refers to the part of the fuse equipment that limits the size of the fuse (plug fuse) that can be used.

- *system operator*: the authority, Affärsverket svenska kraftnät, which has overall responsibility for ensuring that the country's production and consumption of electricity are in balance.

- *outtake point*: according to the Electricity Act, the point at which a customer who has a contract with a network operator withdraws electricity for consumption.

## 2. The parties' agreement

- 2.1 These general terms and conditions and what has otherwise been agreed apply to the connection to the network and the distribution of electricity to the customer's outtake point. The network operator applies the network tariffs in force at any given time.
- 2.2 If the network operator or the customer so wishes, a written notification must be made or a written network contract must be drawn up. The customer's representative must provide proof of identity and authority at the time of conclusion of the contract, if the network operator so requests.
- 2.3 The network operator determines the voltage and current type. If changes to these entail costs for the customer for the replacement of appliances etc., these costs must be reimbursed by the network operator. In doing so, account must be taken of the resulting change in value.
- 2.4 The customer may not connect an electrical generation or energy storage installation to the network without the approval of the network operator.

If the distribution of electricity to the customer's installation is interrupted, the customer's feed-in of electricity to the network will also cease.

## 3. Obstacles to the performance of the contract

- 3.1 A party is not obliged to perform the contract if such performance is significantly hampered as a result of obstacles that are beyond its control. Obstacles include war, decisions by public authorities, major operational disturbances, disruptions in public transportation, extreme weather conditions or other circumstances that neither party has caused, that significantly affect the performance of the contract and which the party could not have foreseen and whose detrimental effect the party could not reasonably have avoided.
- 3.2 If the authority with system responsibility Svenska kraftnät requests that the withdrawal of electricity in the area be limited or interrupted, then under the Electricity Act, the network operator may be obliged to interrupt or limit the distribution of electricity to the customer's outtake point.
- 3.3 The network operator is entitled to interrupt the distribution of electricity in order to take measures that are justified for reasons of electricity safety or to maintain good operational and supply reliability. In any case, the interruption must not last longer than the action requires.
- 3.4 If the network operator can foresee something other than a short-term interruption in distribution, the customer must be informed in good time by appropriate means.
- 3.5 Where it is necessary to interrupt or restrict the withdrawal of electricity by customers pursuant to Clauses 3.1 or 3.3, the network operator must allocate available capacity among its customers as fairly as possible.

When it is necessary to interrupt or limit the withdrawal of electricity in accordance with Clause 3.2, this must be done in such a way as to give priority to essential electricity users.

#### **4. Compensation for loss or damage and interruption**

- 4.1 The network operator must inform the customer about security of supply in the network and about the right to outage compensation and compensation for loss or damage under the Electricity Act.

##### **Compensation for loss or damage**

- 4.2 The Electricity Safety Act (2016:732) contains provisions on liability for loss or damage caused by electricity.
- 4.3 In cases where the liability provisions of the Electricity Safety Act do not apply, the customer is entitled to compensation from the network operator for interruption, restriction or other disruption of distribution only if this has been caused by carelessness or omission on the part of the network operator.

The right to compensation does not cover pure economic loss or consequential loss in the event of personal injury or damage to property.

- 4.4 If a customer complains that a supplier switch has not been carried out correctly or in good time, the network operator is responsible for investigating the matter, following consultation with the notifying electricity supplier. The network operator must also inform the customer of the cause of the fault. Unless there are special reasons, the notice must be given to the customer within one month of the date on which the customer contacted the network operator.
- 4.5 If the commencement of electricity supply or supplier switch has not been carried out in accordance with the legislation and this is due to the network operator, the customer is entitled to compensation for the resulting loss or damage.

If the customer has proven it likely that they have suffered loss or damage but the amount of loss or damage does not amount to SEK 400 per outtake point and incident of loss or damage, the customer shall still receive compensation of SEK 400. To receive a higher amount of compensation, the customer must prove the loss or damage and its extent.

- 4.6 The injured party must take reasonable steps to limit the loss or damage. If the injured party omits to do so, the compensation may be reduced accordingly.

##### **Outage compensation**

- 4.7 If the outtake point is electrically disconnected in one or more phases from the energised, licenced network for a continuous period of at least twelve hours, the customer is entitled to outage compensation, unless one of the following situations applies.
1. The interruption is due to the customer's negligence.
  2. The distribution has been suspended pursuant to Clause 3.3.
  3. The network operator is able to show that the interruption was due to an obstacle beyond the control of the network operator concerned, which it could not reasonably have anticipated and the consequences of which it could not reasonably have avoided or overcome.
  4. The interruption is attributable to a fault in a network the lines of which have a voltage of 220 kilovolts or more.
- 4.8 The network operator to whose network the customer's installation is connected must pay outage compensation to the customer in accordance with Clauses 4.9 to 4.13.

The right to interruption compensation does not apply to the customer's feed-in of electricity.

- 4.9 When calculating outage compensation, a period of interrupted distribution of electricity (outage period) shall be deemed to have ended at the time when the interruption ceased, if the distribution has thereafter operated continuously for the next two hours.

Outage compensation for an outage period of at least twelve hours and no more than twenty-four hours shall be paid amounting to 12.5 per cent of the customer's estimated annual network cost, but no less than 2 per cent of the price base amount according to the Social Insurance Code (2010:110), rounded to the nearest hundred kronor.

If the outage period is longer than twenty-four hours, additional compensation shall be paid for each subsequent commenced twenty-four-hour period, amounting to 25 per cent of the customer's estimated annual network cost, but no less than 2 per cent of the price base amount, rounded up to the nearest hundred kronor.

The outage compensation for an outage period shall amount to a maximum of 300 per cent of the customer's estimated annual network cost.

- 4.10 Outage compensation may be adjusted as is reasonable
- if the outage compensation is unreasonably burdensome with regard to the financial circumstances of the network operator or of the owner of another network liable under the Electricity Act to pay compensation to the network operator due to the interruption; or
  - if the work of getting the distribution of electricity started has had to be delayed in order to avoid exposing the workers to significant risks.
- 4.11 The network operator shall pay outage compensation without unreasonable delay and never later than six months from the end of the month in which the network operator became or should have become aware of the interruption.
- If payment is not made in due time, interest on unpaid compensation is payable in accordance with Section 6 of the Interest Act (1975:635).
- 4.12 If the customer has not received outage compensation, the customer must notify the network operator of the claim for outage compensation within two years of the end of the interruption. If the customer does not do so within said timeframe, they will subsequently lose the right to outage compensation for the interruption in question.
- 4.13 Compensation for outage shall be deducted from compensation for loss or damage paid for the same electricity interruption.

## 5. Installations

### The network operator's installations

- 5.1 Under the Electricity Act, the network operator must ensure that the transmission of electricity is of good quality.
- If there are reasonable grounds to assume that the electricity quality is deficient, the network operator must carry out an investigation of the electricity quality at the customer's outtake point, free of charge to the customer.
- If a deficiency is identified, the network operator may be obliged under the Electricity Act to remedy deficiencies in distribution.
- 5.2 For a one-off fee, the network operator runs the necessary lines to a connection point chosen by the network operator. The network operator owns the lines and determines their location after consultation with the customer. If the customer wishes to alter the connection point, change the

location or increase the capacity, the network operator arranges for such work to be done against payment to cover the additional costs incurred.

5.3 The network operator's lines are intended for the connection and distribution of electricity and may not be used for any other purpose without the written permission of the network operator.

5.4 The network operator is entitled to instal and maintain meters and other equipment required for checking consumption, referred to here as the "metering device", within the property where the connection is located. The location for this is chosen by the network operator after consultation with the customer, and the location shall be made available at no cost to the network operator. The metering device is the property of the network operator or at its disposal, and may only be handled by the network operator or someone engaged by the network operator.

The customer must ensure that the metering device, if available to the customer, is easily accessible to the network operator, so that the network operator can safely carry out work on and check the metering device.

The network operator shall ensure that the customer is provided with appropriate information in connection with the installation of new meters.

5.5 The seals or other barriers of the network operator must not be broken.

However, a registered electrical installation company engaged by the customer or an authorised electrical installer is entitled to break the seals of the network operator in connection with troubleshooting or inspection of the customer's installation. Such breaking of the seal shall be reported to the network operator by the registered electrical installation company or the authorised electrical installer as soon as possible, but no later than the next working day.

#### Customer's installation

5.6 According to the Electrical Safety Act, the holder of the installation is responsible for ensuring that the installation is safe and used safely. Existing seals do not affect this responsibility.

All work on the customer's installation must be carried out in accordance with the Electrical Safety Act and other applicable regulations. The work must be carried out by a registered electrical installation company or an authorised electrical installer, subject to the provisions in force.

5.7 The customer is responsible for ensuring that the main fuse (meter fuse) and associated fuse limiter housings meet the customer's needs. This includes checking that the fee-determining fuse limiter housing and the main fuse are in line with what has been agreed with the network operator.

5.8 The connection of the customer's installation to the network may only be carried out by the network operator.

Electrical installation work that entails a need for a new connection, altered connection or significant change to the customer's consumption, consumption pattern or installation must be notified in advance and in writing to the network operator by a registered electrical installation company or an authorised electrical installer. Such a change may, for example, be a change in the fee-determining fuse limiter housing and main fuse, installation of a permanently connected charging box, solar cells, battery (energy storage), change of heating method, or similar.

Electrical installation work may only be carried out with the approval of the network operator.

5.9 Notice of the completion of the electrical installation work in accordance with the second paragraph of Clause 5.8 must be provided in writing to the network operator by a registered

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electrical installation company or an authorised electrical installer, and the items covered by the notification may only be put into operation following approval by the network operator.

- 5.10 The customer owns and is responsible for paying for, installing, maintaining and, if necessary, renewing the equipment required for the connection and the metering device, such as the meter board, meter cabinet and meter cables.
- 5.11 The customer may not use its installation in such a way that loss or damage may occur at the network operator's installations, or in such a way that disruptions may occur in the network or for other customers.
- 5.12 The network operator is entitled to require the customer to modify their installation at their own expense and without unreasonable delay, so that safe operating conditions are achieved and compliance with applicable regulations is ensured.
- 5.13 At the request of the network operator, the customer is obliged to provide information about the number of connected appliances and their nature and power requirements.
- 5.14 The customer may not connect the network operator's installation to another power source or installation unless otherwise agreed.
- 5.15 Following consultation with the customer, the network operator or a person engaged by the operator must be given access to the installation and metering device available to the customer.

In cases where the customer has an outtake point within its installation that is used by another electricity user, the customer shall ensure that the electricity user is given access to the metering device belonging to such outtake point.

- 5.16 The network operator is entitled to carry out an inspection of the customer's installation.

If the network operator discovers faults in the customer's installation during connection or inspection, the network operator must inform the customer of this.

An inspection does not mean that the network operator assumes the responsibilities and obligations that the customer, the holder of the installation or the person who carried out work on the customer's installation may have.

- 5.17 If the network operator and the customer have agreed upon a complete five-wire system in the substation area, each party shall have the necessary control over the five-wire system so that the function is maintained to a reasonable extent. The agreement requires a separate contract between the parties.

## **6. Metering, collection and reporting of meter readings and invoicing**

### **Metering**

- 6.1 Electricity distributed to the customer is registered by the network operator's meter.

If the collected meter readings do not match the meter's records, the meter's records shall take precedence.

- 6.2 If the customer has reason to believe that there is a fault in the meter, the customer must notify the network operator without undue delay. The customer then has the right to request that the meter be tested. The test is carried out by the network operator or, if the customer agrees, by an agent of the network operator. However, the customer has the right to request that the test be checked or carried out by an impartial expert.

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- 6.3 During testing, the information registered by the meter shall be considered acceptable if the deviation does not exceed that which is permitted under the regulations in force at the time. If the deviation is greater, the meter readings must be corrected and the amount of electricity distributed corrected to correspond to the corrected values.
- 6.4 If testing is carried out at the customer's request and it is then established that the information registered by the meter is acceptable according to Clause 6.3, the customer must reimburse the network operator for no more than the out-of-pocket costs incurred for the testing. Otherwise, the test is paid for by the network operator. The network operator must inform the customer requesting the test in advance of the estimated cost of the test.

**Collection and reporting of meter readings and invoicing**

- 6.5 The network operator's metering, collection and reporting of meter readings must be carried out in accordance with the statutes.

A customer who requests that electricity consumption be metered in a manner that exceeds the scope of the statutory requirements shall be charged by the network operator for the additional cost of this metering and for reporting the results of this metering. If the metering of the customer's consumption then requires different metering equipment than in the case of statutory metering, the customer must cover the cost of the meter with the associated collection equipment, as well as its installation at the outtake point.

Metering costs other than those mentioned above may not be charged to the customer.

- 6.6 The network operator's invoice to the customer must be clear and state
1. the amount to be paid;
  2. a breakdown of the amount into components, one component of which shall relate to tax;
  3. the due date;
  4. the current prices on which the invoice is based; and
  5. where applicable, if the contract provides for a future change in the product or price, together with the date on which the change will take effect.

- 6.7 The network operator must invoice the customer on the basis of metered actual consumption.

Nonetheless, in special circumstances, invoicing may be provisional and based on estimated consumption. The estimated consumption shall then be determined on the basis of the customer's previously known consumption and other circumstances, such as changes reported by the customer that can be assumed to affect consumption.

Where a network operator applies an advance payment system, this must be reasonable and based on expected consumption.

- 6.8 When reconciling invoicing based on estimated consumption in accordance with 6.7 (provisional invoicing), the reconciliation based on metered actual consumption (reconciliation invoicing) must take into account the different prices applied for the period covered by the reconciliation.
- 6.9 If, during testing or in some other way, it is discovered that the metering device is not working, or if it has registered a different amount of distributed electricity than the actual amount, or if errors have occurred in the collection of meter readings, then after consultation with the customer and the electricity supplier concerned, the network operator must estimate the amount of electricity that has been distributed. The estimate is made on the basis of the customer's previously known meter readings and other circumstances that may have affected the distribution. The estimate shall form the basis for the network operator's invoicing.

An estimate of this kind shall go back no longer than three years from the date on which the fault became known to both contracting parties. If a party should have known of a circumstance

referred to in the first paragraph without informing the other party, an estimate may be made for a longer period.

If the quantity distributed has been estimated in accordance with this clause, the network operator shall inform the customer of this no later than in connection with the invoicing.

- 6.10 If the customer has been invoiced an incorrect amount, the incorrectly invoiced amount shall be adjusted. The adjustment is normally applied in the next invoice.
- 6.11 Unless there are particular reasons to the contrary, the final invoice must be based on the collected meter readings.

## 7. Payment and security

- 7.1 The customer must pay for being connected to the network and for the distribution of electricity. The payment obligation also covers the distribution of electricity that the customer has been unable to use due to a fault in their installation or for other reasons not attributable to the network operator.
- 7.2 If the customer starts to withdraw electricity from the outtake point without having a valid contract with an electricity supplier, the customer must provide payment for the electricity to the electricity supplier that the network operator is obliged to designate under Clause 10.3, in accordance with the terms and conditions applied by this electricity supplier.
- 7.3 Payment must be received by the network operator no later than the due date stated in the network operator's invoice, which may be no sooner than 15 days after the network operator sent the invoice, unless otherwise agreed in writing.
- 7.4 If payment is not made on time, then in addition to the invoiced amount, the network operator is entitled to claim from the customer interest in accordance with the Swedish Interest Act from the due date stated on the invoice, and reimbursement of the costs associated with the delay. This also includes costs for written payment reminders and costs for enforcement of a payment obligation or other obligation.
- 7.5 If the network operator has reasonable cause to fear that the customer will not meet their payment obligations, the network operator is entitled to request an acceptable security or advance payment for continuing connection and distribution. Examples of reasonable cause include problems or delays with previous payment obligations to the network operator or knowledge of one or more entries in the customer's credit history.

If the network operator is entitled to demand security or advance payment under the first paragraph, the network operator is also entitled to demand monthly invoicing.

The security or advance payment must not exceed an amount equal to the estimated cost of electricity distribution for six months.

If the customer meets their payment obligations on time for a period of one year from the date on which the security was provided or the first advance payment was made, the security provided will be returned or advance payment will be no longer be required.

If the customer has provided security, the deposited funds must be placed in an interest-bearing account separate from the network operator's own assets.

## **8. Interruption of electricity transmission (disconnection) and reconnection**

**8.1** If the customer omits to pay charges which are due, provide security or make an advance payment, and the omission is not insignificant, the network operator may disconnect the customer's installation from the network. Disconnection may also take place if the customer is guilty of another material omission in accordance with these terms and conditions and what has otherwise been agreed.

**8.2** Before the network operator takes the action described in Clause 8.1, the customer shall be given the opportunity to take remedial action.

If the omission relates to payment, the customer must be given a reasonable time, at least 15 days from the request to take remedial action, to pay before the supply may be disconnected.

**8.3** Disconnection may also take place when the customer breaches terms in an electricity supply contract regarding the electricity that the network operator distributes to the customer, and the breach entitles the electricity supplier to request disconnection. The responsibility for ensuring that the right to disconnect exists always lies with the electricity supplier that requested the measure.

If the customer has changed electricity supplier after disconnection in accordance with the first paragraph, the network operator may not refuse to reconnect the customer.

**8.4** Disconnection may not take place if the claim is in dispute. However, if the claim is only partially in dispute, the non-disputed part of the claim may, if the other conditions set out in Clauses 8.1 and 8.2 are met, constitute grounds for disconnection.

**8.5** Reconnection shall not take place until the customer has fulfilled all their obligations under the contract, paid compensation for the network operator's costs in connection with the measures taken to disconnect and reconnect the distribution, and provided any requested security or advance payment.

## **9. Disposal of land, etc.**

**9.1** For the construction and maintenance of the network operator's installations for the distribution of electricity within the network operator's network concession area, the customer must grant the use of land to the extent necessary and allow the network operator access to the properties concerned. This includes the right of the network operator to maintain and repair the installations and to cut down trees and bushes that constitute a danger or obstacle to the installations. In these situations, due account must be taken of the interests of the customer.

**9.2** The customer must be compensated in accordance with the applicable laws and practices for any loss or damage resulting from the measures referred to in Clause 9.1.

If the network operator's installations are intended exclusively for the connection and distribution of electricity to the customer's installation, compensation is only provided for temporary loss or damage.

In no case will compensation be paid for insignificant temporary loss or damage.

**9.3** The customer may not erect a building, change the ground level, or take other measures that jeopardise the safety, function or operation of the network operator's installations, or access to them.

**9.4** If the customer requests the network operator's installations to be moved or otherwise altered, the network operator shall cooperate with this request, barring the existence of a significant

technical obstacle to doing so. The costs incurred by the move or alteration must be borne by the customer.

- 9.5 If the network operator's installation is not in operation and will not be used in the future, the network operator must remove the installation at its own expense if the customer so requests and the installation causes significant harm to the customer.
- 9.6 The customer is obliged, upon request, to sign an easement agreement or to help the network operator obtain a right of way for its installations and to ensure that the network operator obtains a registration in the property as security for the easement agreement.

## 10. Commencement of electricity supply and change and designation of electricity supplier

- 10.1 Upon commencement of electricity supply, the network operator is obliged to ensure that the customer's choice of electricity supplier is implemented, provided that notification from the electricity supplier to the network operator has been made in the prescribed manner.

- 10.2 The supplier switch must be carried out at no extra cost to the customer.

The network operator must implement the supplier switch as notified by the new electricity supplier chosen by the customer.

The network operator is obliged to carry out the switch by the date agreed between the electricity supplier and the customer, provided that notification by the electricity supplier has been provided no later than 14 days before the switch is to be carried out.

If the change of electricity supplier and/or balance responsible party has not taken place in the prescribed manner, the previous electricity supplier will continue to supply, or the balance responsibility will remain with the previous balance responsible party until the change can take place.

- 10.3 If a customer does not have an electricity supply contract with an electricity supplier, the network operator is obliged by law to assign a supplier to the customer (designated electricity supplier).

The network operator must inform the customer without delay of the electricity supplier it has assigned them and of the customer's possibility of changing electricity suppliers.

- 10.4 If the network operator refers the customer to an electricity supplier in accordance with Clause 10.3, the network operator must simultaneously inform the referred electricity supplier of this.

## 11. Validity, changes and additions

- 11.1 The network contract is valid until further notice.

Unless otherwise agreed, the agreement will end one month after the customer's written notice to terminate.

The person terminating the contract shall provide proof of the right to represent the customer, if the network operator so requests.

- 11.2 The network operator may change its prices. In the event of such price changes, the network operator must inform the customer of the changes. Such notification must be made at least 15 days before the date the change is to take effect, either by means of a specific notice to the customer or by means of an advertisement in the daily press and information on the network

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**ELNÄT 2025 N**

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**operator's website. "Daily press" means the newspaper with the widest circulation in the municipality where the distribution takes place.**

**Changes in prices due to changes in special taxes or charges imposed by the Swedish State may be made and implemented without prior notice.**

- 11.3 In the event of a price change, the new price may be applied on the basis of either the collected meter reading, if it was collected within a reasonable time from the date of the change, or an estimated meter reading calculated on a reasonable basis.**
- 11.4 The Swedish Energy Markets Inspectorate is the national regulatory authority under the Electricity Act and can, among other things, supervise the network operators' network tariffs for the distribution of electricity. The Swedish Energy Markets Inspectorate can also review the conditions and costs of connection.**