

Primeo Energie Schweiz AG's General Terms and Conditions for the Supply of Electrical Energy and the Provision of Services in Switzerland

1 Basic Provisions and Scope of Application

- 1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") govern the supply of electrical energy and the provision of services by Primeo Energie Schweiz AG (hereinafter referred to as "Primeo Energie") to customers in Switzerland (free electricity market). Customers acknowledge that Primeo Energie is a legal entity distinct from the Primeo Energie Cooperative and the other subsidiaries of the Primeo Energie Cooperative.
- 1.2 "Customers" refers to natural and legal persons who purchase electrical energy and services from Primeo Energie.
- 1.3 A "point of consumption" refers to an area – typically geographically defined – that is connected to the distribution system operator's (hereinafter referred to as "DSO") grid so that electrical energy can be supplied.
- 1.4 The connection of the customer's consumption point(s) to the DSO's grid, as well as grid usage (the transmission of electrical energy to the customer's consumption point), are not covered by these General Terms and Conditions.
- 1.5 The General Terms and Conditions apply only to the extent that nothing else has been agreed upon between the customers and Primeo Energie. The contractual framework consisting of the General Terms and Conditions and the agreements relating thereto constitutes the Electricity Supply and Services Agreement (hereinafter referred to as the "ELV"). In addition to the ELV, the applicable technical standards and recommendations of recognized Swiss and international professional associations, as well as the applicable regional technical installation regulations (hereinafter referred to as "WV"), apply. The ELV takes precedence over the technical standards, recommendations, and the WV.

2 Conclusion of the ELV

- 2.1 Primeo Energie offers customers the opportunity to enter into the ELV based on the information provided by the customer (see Section 3). Before preparing the offer, Primeo Energie is entitled to verify the plausibility of the information and to conduct a credit check. Acceptance of the ELV occurs upon the customer's signature of the ELV.

- 2.2 Alternatively, Primeo Energie may offer the customer the opportunity to enter into the ELV via Primeo Energie's online applications based on the information provided by the customer (see Section 3). Before preparing the offer, Primeo Energie is entitled to verify the plausibility of the information and to conduct a credit check. The ELV is concluded upon the customer's acceptance in Primeo Energie's online application.

- 2.3 The customer shall ensure that no other valid contracts exist that conflict with Primeo Energie's ELV. The customer shall bear any costs or contractual penalties resulting from failure to comply with this obligation.

3 Consumption Forecast and Changes in Energy Demand, Power Demand, and Load Profile

- 3.1 The consumption forecast is prepared by Primeo Energie and is based on the customer's historical consumption data. It is used to determine prices and is recorded in the ELV. Furthermore, future or already known changes in energy and power demand as well as load profiles are taken into account in the consumption forecast. The parties shall review the consumption forecast at least once a year.
- 3.2 Customers are required to cooperate in the preparation of the consumption forecast. They must inform Primeo Energie in a timely manner of any changes in energy demand, power demand, and load profiles. In particular, this includes the planned or already completed decommissioning or expansion of generation or storage facilities, the external marketing of existing facilities, the implementation of energy efficiency programs, rescheduled plant shutdowns, short-time work or overtime, shutdowns or changes in the capacity of production facilities, the relocation of the production site, and changes to electrical equipment must be reported by the customer to Primeo Energie via email to sales@primeo-energie.ch. If the customer fails to comply with this obligation, the customer shall indemnify Primeo Energie to the extent that Primeo Energie incurs additional costs as a result of this failure to cooperate or provide information.

- 3.3 If, after the contract is concluded, the customer joins a ZEV, vZEV, LEG, or similar organization, the customer is obligated to inform Primeo Energie immediately by email at sales@primeo-energie.ch. Section 7 of the General Terms and Conditions remains in full force and effect under these circumstances as well. If the customer fails to comply with this obligation, the customer shall indemnify Primeo Energie to the extent that Primeo Energie incurs additional costs as a result of this failure to cooperate or provide information.

4 Supply of Electrical Energy

- 4.1 The supply of electrical energy begins on the date agreed upon in the ELV. Primeo Energie undertakes to supply all the energy required by the customer for the contractually agreed supply years. The supply obligation ends no later than when the ELV also ends (Section 11).
- 4.2 The customer shall ensure that they have grid access no later than the time the contract is concluded, i.e., that they assert their claim against the distribution network operator (VNB) in a timely manner in accordance with Art. 11(2) of the Electricity Supply Ordinance (StromVV). If the customer fails to do so and the ELV is therefore unfulfillable due to a lack of grid access, the customer shall compensate Primeo Energie for the resulting damages in accordance with Section 7.5.
- 4.3 If the customer does not order a certificate of origin (hereinafter referred to as "CO") upon conclusion of the contract, Primeo Energie will supply and bill for "Primeo Mix" to fulfill the statutory reporting requirement. The composition of "Primeo Mix" is determined by Primeo Energie at the time of validation and consists of renewable and low-CO₂ energy sources. Alternatively, the customer may procure a HKN on their own. In this case, they must submit it to Primeo Energie by January 15 of the year following the delivery.
- 4.4 If, for example due to regulatory measures, trading in HKNs is so severely impeded that the delivery of the desired HKNs is no longer economically viable or impossible for Primeo Energie, it will submit a substitute offer to the customer featuring alternative HKNs.
- 4.5 Electric energy is considered delivered upon its provision to the balance group in which the customer's consumption point is located. The physical delivery is the responsibility of the distribution network operator (DNO).
- 4.6 The transfer of electrical energy supplied by Primeo Energie to third parties requires the written consent of Primeo Energie. No surcharges may be imposed.

5 Interruption of Electrical Energy Supply

- 5.1 The physical delivery of electrical energy is carried out by the respective distribution network operator (DNO). Primeo Energie has no control over and cannot prevent any interruption in the supply of electrical energy resulting from an interruption in the DNO's grid. Primeo Energie is not liable for the physical delivery of electrical energy.
- 5.2 Any restriction or interruption in the supply of electrical energy does not relieve the customer of the obligation to pay issued invoices or to fulfill other obligations to Primeo Energie. A lawful restriction or interruption in the supply of electrical energy does not entitle the customer to compensation of any kind.

6 Metering of Electrical Energy Supply

- 6.1 The electrical energy consumed by the customer is determined by measurement conducted by the distribution network operator (DNO). The DNO determines whether active energy, reactive energy, electrical power, and/or the load profile are measured.
- 6.2 The customer shall ensure, in coordination with the VNB, that data transmission functions properly. If, for reasons within the customer's sphere of responsibility, no measurement data can be transmitted to Primeo Energie (), the customer shall be liable for the additional costs incurred by Primeo Energie (balancing energy).
- 6.3 The measurement of the electrical energy consumed, as well as the necessary metering equipment, falls within the scope of responsibility of the distribution network operator (VNB). The accuracy of the data determined (metering data clearing) is the responsibility of the VNB.
- 6.4 Primeo Energie assumes no responsibility for the measurement, provision, and delivery of the measurement data, nor for its accuracy. Any liability for damages arising therefrom is excluded.
- 6.5 If an increased consumption of electrical energy occurs due to a fault in the electrical installation or the metering and auxiliary equipment (ground fault, short circuit, or other causes), the customer has no right to a reduction in the measured consumption of electrical energy.

7 Obligation to Accept and Pay

- 7.1 Under the ELV, the customer has an obligation to accept and pay for the electricity; that is, during this period, the customer agrees to pay for the electricity consumed or the services provided in accordance with the defined contractual terms.
- 7.2 In addition to this payment, a risk surcharge is applied to each MWh supplied. This surcharge covers the risks associated with procurement on the open market. However, if the consumption forecast exceeds or falls below the 25% tolerance limit relative to actual consumption, Primeo Energie is entitled to bill the customer for the actual procurement costs.
- 7.3 If the customer decides to install and commission a generation facility, decommission it, dismantle it, or market its output externally, the long-term forecast will be adjusted in accordance with the changed profile and volume requirements. If Primeo Energie incurs additional costs, it is entitled to pass on the total additional costs to the customer.
- 7.4 If the customer joins a ZEV, vZEV, or LEG after concluding the ELV, a processing fee of CHF 500 will be charged per supply year, starting with the supply year in which the customer joined.
- 7.5 If the customer is unable to accept delivery from Primeo Energie for reasons attributable to the customer (e.g., if the customer does not have grid access (Section 4.2), or if they cease operations during the term of the contract), they must reimburse Primeo Energie for the difference between the outstanding contractual compensation – calculated based on their previous consumption – and the proceeds Primeo Energie receives from the sale of the surplus energy. If the customer fails to fulfill its obligation to accept the energy due to a breach of the duty to provide information pursuant to Sections 3.2 and 3.3, liability shall be governed by Sections 3.2 and 3.3, respectively.

8 Billing and Collection

- 8.1 Invoicing for the purchased electrical energy and for services is generally performed per consumption point based on meter readings.
- 8.2 Starting from the beginning of supply (see Section 4.1), the invoice is sent monthly in electronic form. Paper invoices are issued for a fee. This fee covers the costs of printing, mailing, and administration and is available at primeo-energie.ch/gebuehren. For meter reading periods spanning several months, Primeo Energie may issue estimated bills based on the estimated amount of electricity consumed. Electricity supply is billed in Swiss francs based on the quantity supplied and the price components in accordance with the ELV.

- 8.3 Primeo Energie conducts an address and creditworthiness check. The information required for order and payment processing may be transmitted to a credit reporting agency.
- 8.4 If agreed in writing, the invoice includes not only the supply of electricity or services but also the fee for grid usage. Primeo Energie collects the grid usage fee from the customer in order to pass it on to the distribution network operator (VNB). The customer remains the contracting party to the grid usage agreement with the VNB and is liable for the grid usage fees.
- 8.5 The payment term is 30 days from the invoice date. After this period, the customer is in default without the need for a reminder. After the payment deadline has expired, late payment interest may be charged for payments not received on time or for outstanding invoice amounts. Reminder fees and charges for collection measures may be imposed. These fees are available at primeo-energie.ch/gebuehren. Primeo Energie may engage third parties for debt collection at any time. This may result in additional costs for the customer.
- 8.6 In the event of repeated late payments or a significant deterioration in the customer's creditworthiness, or if it is foreseeable that the customer will be unable to pay for future electricity supplies or services, Primeo Energie may require that future electricity supplies or services be secured by an appropriate advance payment – typically for three (3) to six (6) months, or by requiring a bank guarantee to secure the claim arising from the contracted supply.
- 8.7 The customer is not entitled to offset any claims against Primeo Energie or other companies in the Primeo Energie Group against the invoice for the supply of electricity or services.
- 8.8 If third parties charge Primeo Energie fees due to the customer's payment (e.g., for cash deposits at the post office counter), Primeo Energie may bill the customer for these fees retroactively.
- 8.9 Primeo Energie may issue an advance payment invoice. In such cases, the advance payment invoice is issued once a year at the beginning of the supply year and is credited against the final invoice of the supply year (December invoice). The advance payment amount is equal to 1/12 of the annual turnover for the corresponding supply year.

9 Changes in Legal or Regulatory Conditions

- 9.1 The customer acknowledges that legal or regulatory conditions may change. In particular, energy efficiency certificates may become mandatory in the future.
- 9.2 The customer is solely responsible for complying with future legal and regulatory requirements related to energy efficiency certificates and for ensuring their acquisition, maintenance, and management.
- 9.3 Upon written request from the customer, Primeo Energie may assume responsibility for the preparation, documentation, and procurement of energy efficiency certificates, as well as the corresponding supporting documents and records. For these services, the customer will be charged a service fee ("Fee") as well as any certificate, registration, and third-party costs in accordance with the currently valid price lists or an individual agreement.
- 9.4 Primeo Energie is entitled to pass on to customers any costs arising from legal or regulatory requirements in connection with energy efficiency certificates. This may occur, in particular, through surcharges on the energy price, through adjustments in accordance with Section 10 (Price Changes), or through separate cost items.
- 9.5 The content and scope of the services provided by Primeo Energie in connection with energy efficiency certificates, as well as the specific fee structure, are governed by separate agreements, product terms, or price lists. In addition, the general provisions of these General Terms and Conditions apply, in particular the provisions regarding liability and contract amendments (see Sections 13 et seq. and 17.4).

10 Change in Economic Circumstances

If, prior to the commencement of the supply of electrical energy or during the supply of electrical energy, a material change occurs in the economic circumstances that were decisive at the time this contract was concluded, and as a result the mutual obligations of Primeo Energie and the customer become significantly unbalanced, both contracting parties are entitled to demand that the contract be adjusted to reflect the changed circumstances. Such a material change shall be deemed to exist, in particular, if the spot market prices for electricity exceed the threshold of 500 EUR/MWh on more than ten (10) consecutive trading days.

11 End of the ELV

- 11.1 The ELV terminates:
 - a) upon expiration of the agreed-upon contract term or upon termination;
 - b) in the event of a party's insolvency, whereby insolvency exists if bankruptcy or other insolvency proceedings – such as a stay of debt repayment, a postponement of bankruptcy, etc. – are initiated against a party or its assets; and
 - c) in the event of a party's insolvency.
- 11.2 Either party may terminate the ELV extraordinarily in writing with 10 days' notice to the end of a calendar month if the other party fails to fulfill a contractual obligation, in particular payment obligations. Prior to this, the defaulting party must be given written notice of default, warned of termination, and granted a reasonable period to remedy the breach, unless the circumstances or the party's conduct indicate that a notice of default will be ignored or that the party will be unable to fulfill its obligations.

12 Communication

- 12.1 All customer communications to Primeo Energie for which communication via email or an online application is not explicitly provided must be sent to the following address.

Primeo Energie Schweiz AG
Business Customers and Municipalities Department
Weidenstrasse 27
4142 Münchenstein
- 12.2 Customers acknowledge that any communication not made in accordance with Section 12.1 shall be deemed not to have been made.
- 12.3 Primeo Energie may validly deliver contract-related information to the customer (e.g., invoices, reminders, changes to products or the General Terms and Conditions, operational information such as maintenance work, etc.) by mail or electronically to the last provided email address or via other electronic communication channels, such as, in particular, online applications. The customer shall notify Primeo Energie of any changes to the relevant data.

13 Liability

- 13.1 Primeo Energie's liability is governed by mandatory statutory provisions. Any further liability on the part of Primeo Energie and its agents is excluded, unless there is intentional or grossly negligent conduct. In particular, there is no entitlement to compensation or damages of any kind for direct or indirect losses arising from voltage and frequency fluctuations, disruptive grid interactions, harmonics, or from restrictions, interruptions, or the resumption of electrical energy supply.
- 13.2 In addition to the provisions in the remaining sections of the ELV regarding customer liability, the customer is liable for damages to Primeo Energie that the customer causes through fault.

14 Confidentiality

The content of the ELV, and in particular its terms and conditions, is confidential and may only be disclosed to third parties with the consent of the other party.

15 Force Majeure

- 15.1 If a party is prevented, due to force majeure, from fulfilling its obligations under the ELV in whole or in part, the affected ELV remains in effect. The affected party is exempt from liability for non-performance of the respective obligation to the extent and for as long as the force majeure event persists, provided that
- a) The affected party shall notify the other party immediately upon occurrence of the existence and specific circumstances of the force majeure, and
 - b) the affected party shall make every reasonable effort to remedy the non-performance.
- 15.2 Cases of force majeure include extraordinary operational disruptions or measures ordered by authorities that impair electricity generation, supply, and/or transmission; disruptions in national or international grid operations; government intervention; extraordinary weather conditions (e.g., extreme drought, exceptional high or low water levels); war or war-like conditions, earthquakes, landslides, avalanches, general strikes, and sabotage. Obligations due prior to the onset of the force majeure event remain unaffected.

16 Data Protection

- 16.1 By providing personal data, customers agree that Primeo Energie may process their personal data for the following purposes:
- a) to fulfill and process contractual or legal obligations,
 - b) to verify access authorization and manage the user account (if the user has registered),
 - c) to develop and maintain relationships with Primeo Energie's customers,
 - d) to tailor and improve Primeo Energie's offers, contracts, products, and information to meet customer needs,
 - e) to analyze individual energy consumption and user behavior for the customer's personal information.
- 16.2 Personal data refers to any information relating to an identified or identifiable individual. This includes information such as first and last name, title, mailing address, email address, phone number, IP address, payment information, and similar details.
- 16.3 Primeo Energie may also obtain personal data from third parties and have it processed by third parties. It ensures that data security is maintained in such cases.
- 16.4 The Data Protection Act grants customers the right to find out, free of charge, whether and what personal data Primeo Energie stores about them. Customers also have the right to have incorrect information corrected or deleted. This is subject to statutory retention requirements. Requests for information must be submitted in writing, along with a copy of a valid ID, to Primeo Energie, Data Protection Officer, Weidenstrasse 27, 4142 Münchenstein. Information will be provided in writing to the registered mailing address after verification of identity.
- 16.5 Primeo Energie operates secure data networks that comply with the applicable technical standards. Appropriate technical and organizational measures are taken to conscientiously protect customer data from loss, destruction, falsification, manipulation, or unauthorized access.

17 Final Provisions

- 17.1 Primeo Energie may engage third parties to fulfill its obligations and exercise its rights under the ELV.
- 17.2 Each party is obligated to transfer the rights and obligations arising from the ELV to a legal successor, with the obligation to pass them on, and to inform the other party of this as soon as possible. A legal successor must be capable of fulfilling the rights and obligations under the ELV. If Primeo Energie has entered into obligations with third parties to fulfill the obligations under the ELV (e.g., obligations to purchase electrical energy), the customer shall indemnify Primeo Energie if the ELV cannot be transferred to a legal successor of the customer or if Primeo Energie cannot otherwise resell the electrical energy under the same terms and conditions.
- 17.3 Each contracting party is entitled to transfer the rights and obligations under the contract to a third party with the consent of the other contracting party. Consent may be withheld only for good cause. Good cause includes, in particular, the poor financial standing of the intended third party or conflicting obligations to the contrary.
- 17.4 Primeo Energie reserves the right to amend these General Terms and Conditions in whole or in part at any time. Primeo Energie will notify the customer of any amendments. Unless the customer objects in writing within 30 days of notification, the amendments and additions shall become binding on the customer. Amendments and additions to written agreements concerning the supply of electrical energy or services, including the waiver of this written form requirement, must be in writing to be valid, whereby digital transmission of such written form is sufficient.
- 17.5 Should individual provisions of the ELV be invalid, become invalid, or be declared invalid, this shall not affect the validity of all remaining provisions. The invalid provisions shall be replaced, by mutual agreement between the parties, with other provisions that are valid in form and content and that come as close as possible to the purpose and intent of the invalid provision. The same applies to unintended omissions. The ELV is drafted in German, French, and English. In the event of contradictions or discrepancies between the German version and any other version, the German version shall prevail.
- 17.6 The exclusive place of jurisdiction for disputes is Arlesheim. Mandatory statutory places of jurisdiction remain reserved. Swiss substantive law applies, excluding the CISG.

18 Effective Date

These General Terms and Conditions will take effect on October 15, 2026. With regard to the Primeo FixedPrice, Primeo Comfort, Primeo Flex, and Primeo Spot products, they supersede all previous General Terms and Conditions of Primeo Energie Schweiz AG for the supply of electrical energy in Switzerland.