

General Terms and Conditions of Business of Primeo Energie AG for Electricity Supplies in Switzerland

1 Scope

- 1.1 These General Terms and Conditions of Business (hereinafter referred to as GTC) regulate the supply of electricity by Primeo Energie AG (hereinafter referred to as Primeo Energie) to customers in Switzerland (open electricity market).
Customers are natural persons and legal entities who/which purchase electricity from Primeo Energie. A consumption point is generally a geographically delimited region which is connected to the network of the distribution network operator (hereinafter referred to as DNO) for the purpose of purchasing electricity. The purchased electricity is generally invoiced on the basis of measurement for each consumption point.
- 1.2 The connection of the consumption point(s) of the customer to the network of the DNO and the network usage (transfer of electricity to the consumption point of the customer) do not form part of these GTC.
- 1.3 These GTC only apply if no other agreements have been entered into by the customer and Primeo Energie.
- 1.4 In addition to the electricity supply agreement, the respective applicable technical standards and recommendations of the recognised Swiss and international industry associations as well as the applicable regional technical work specifications (hereinafter referred to as WS) shall apply. The electricity supply agreement shall take precedence over the technical standards and recommendations.

2 Electricity supply

- 2.1 Primeo Energie is only able to supply electricity if the customer has access to the network (see Section 4.2).
- 2.2 If a customer, who/which is not an energy supplier, fails to order energy from a specific source when concluding the agreement, Primeo Energie supplies and invoices the most cost-effective certificate of origin (COO) for meeting the statutory declaration obligation. Alternatively, the customer can obtain their own COO. In this case, they shall submit them to Primeo Energie by 15 January of the subsequent year.
- 2.3 Should events such as regulatory measures impair the trade in certificates of origin to such an extent that Primeo Energie is no longer able to supply the required COO, or it becomes uneconomic to do so, Primeo Energie shall provide the customer with an alternative offer containing alternative COOs.

- 2.4 The electricity shall be deemed to have been supplied upon provision in the accounting group in which the consumption point of the customer is located. Physical supplies are the responsibility of the DNO.
- 2.5 The transfer of electricity supplied by Primeo Energie to third parties requires written consent from Primeo Energie. Surcharges may not be added. These restrictions shall not apply to customers that are energy suppliers.

3 Start and expiry of the electricity supply agreement

- 3.1 The electricity supply starts on the agreed date.
- 3.2 The electricity supply agreement expires:
 - a) upon expiry of the fixed contractual term or by way of termination.
 - b) if one of the parties becomes insolvent. Insolvency occurs if bankruptcy or other insolvency proceedings, such as a definitive debt restructuring moratorium, bankruptcy deferment, etc., are opened regarding the customer's assets or if one of the parties declares that it is unable to make payment.
- 3.3 Each party may give 10 days' written notice of extraordinary termination of the electricity supply agreement at the end of a calendar month if the other party fails to meet its contractual obligations, and particularly its payment obligations. The defaulting party shall first be sent a written payment reminder, warned of the impending termination of agreement and granted an appropriate deadline in which to rectify the default, unless the circumstances or behaviour of the party indicate that a written reminder would be ignored or that the party will be unable to meet its obligations.
- 3.4 When ordering via Primeo online applications, Primeo Energie checks the plausibility of the specified customer data and is entitled to perform a credit check. The agreement is concluded upon approval by Primeo Energie. The customer usually receives the order confirmation within one working day.

4 Customer's obligations

- 4.1 The customer shall inform Primeo Energie in good time and in writing of significant energy and performance requirements and load profile changes.
- 4.2 The customer is responsible for ensuring that they have access to the network at the start of the agreement, i.e. to assert their claim in accordance with Section 11

paragraph 2 of the Electricity Supply Ordinance (ESO) against the DNO in good time. Failure of the customer to do so resulting in the inability to fulfil the electricity supply agreement due to a lack of access to the network shall result in the customer of Primeo Energie paying compensation for any loss or damage arising therefrom.

- 4.3 The customer shall ensure that there are no other effective electricity supply agreements that clash with the Primeo Energie electricity supply agreement. The customer shall carry any costs or contractual penalties incurred through failure to comply with these obligations.
- 4.4 The customer shall ensure that the data transfer is functioning, in coordination with the DNO. If it is impossible to transfer measurement data to Primeo Energie for reasons within the customer's control, the customer shall assume liability for any additional costs charged to Primeo Energie for balancing energy.
- 4.5 In the event of the customer being unable to accept Primeo Energie's supply for reasons within the customer's control (e.g. if operations are discontinued during the term of the agreement), the customer shall pay Primeo Energie the difference between the contractual compensation still outstanding as calculated by projecting previous use, and the income generated by Primeo Energie from the sale of the excess energy.

5 Disruption to the electricity supply

- 5.1 The physical electricity supply is provided by the respective DNO. Primeo Energie is unable to influence or prevent disruptions to the electricity supply caused by disruptions in the network of the DNO. Primeo Energie shall not assume any liability for the physical supply of electricity.
- 5.2 If one of the parties is prevented from fulfilling their obligations arising from this electricity supply agreement, in whole or part thereof, through events of force majeure, the affected electricity supply agreement shall remain effective. The affected party shall be released from liability for its failure to fulfill the respective obligation, insofar and as long as the event of force majeure continues, provided
 - a) the affected party notifies the other party of the event of force majeure as soon as it occurs as well as the specific circumstances thereof, and
 - b) the affected party implements all reasonable measures to remedy the failure to fulfill. For this electricity supply agreement, events of force majeure include extraordinary operational breakdowns or measures decreed by authorities which impair the production, supply and/or transfer of electricity, disruptions to the national or international network operations, interventions by authorities, extreme weather conditions (e.g. extreme drought, flooding and low

water levels), war or war-like events, earthquakes, landslides, avalanches, general strikes and sabotage. Any obligations due before the occurrence of the event of force majeure shall remain unaffected.

- 5.3 Restriction or disruption of the electricity supply shall not relieve the customer of their payment obligation for previously issued invoices nor the fulfilment of other obligations to Primeo Energie. A legitimate restriction or disruption of the electricity supply shall not result in customer claims of any kind for compensation.

6 Electricity supply measurement

- 6.1 The electricity purchased by the customer is measured by the DNO. The DNO determines if active energy, reactive energy, electrical output and/or the load profile is to be measured.
- 6.2 Measurement of the electricity purchased and the measuring devices required are the responsibility of the DNO, as is the accuracy of the data taken (measurement data clearing).
- 6.3 Primeo Energie assumes no responsibility for taking, providing or supplying measurement data, nor for the accuracy thereof. No liability for loss or damage arising therefrom will be accepted.
- 6.4 In the event of a fault in the electrical installation or the measuring devices and accessories (earthing fault, short circuit or other causes) causing an increase in electricity consumption, the customer shall not be entitled to a reduction of the measured electricity consumption.

7 Invoicing, compensation and debt collection for the electricity supply and other services

- 7.1 The customer shall compensate Primeo Energie for the purchased electricity in accordance with the electricity supply agreement. From the supply start date (see Section 3.1), a monthly electronic invoice shall be issued, unless otherwise agreed. In the event of the electricity being read after several months only, Primeo Energie is entitled to charge for the electricity on account based on the estimated electricity consumption.
- 7.2 If agreed in writing, the invoice comprises the electricity supply plus the network usage fee. In this case, Primeo Energie collects the network usage fee from the customer and forwards it to the DNO. The customer remains the contracting partner to the network usage agreement and debtor of the DNO for the use of the network.
- 7.3 All payment must be made within 30 days from date of invoice, unless otherwise agreed. If the payment period expires without payment being made, the customer shall be deemed to have defaulted without this requiring any payment reminder. Once the payment period has expired, default interest may be charged for payments received outside the payment period and outstanding invoiced amounts.

The first payment reminder does not incur any costs. Any further action may incur late payment fees as well as fees for additional debt collection measures. Direct collections on site may incur processing fees to cover costs.

- 7.4 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 not be able to pay for future purchases of electrical energy, Primeo Energie may demand that future purchases of electrical energy be secured by appropriate advance payment, usually for 3 to 6 months, or that the order be secured by means of a bank guarantee.
- 7.5 The customer is not entitled offset any receivables owed by Primeo Energie or other companies of the Primeo Energie Group against invoices for electricity supplies.
- 7.6 Primeo Energie may charge the customer for any expenses that third parties have charged to Primeo Energie on account of the customer's payments (e.g. for cash payments at the post office counter).
- 7.7 Primeo Energie can issue an invoice for payment by instalments. In such cases, an invoice shall be issued annually at the start of the supply year and credited to the last invoice of the supply year (December billing). Each instalment amount is 1/12 of the annual charge for the corresponding supply year.

8 Liability

- 8.1 Primeo Energie assumes liability in accordance with the mandatory legal provisions. Any further liability of Primeo Energie is excluded. In particular, the customer shall not have any claim for compensation of any kind for direct or indirect loss or damage resulting from voltage and frequency fluctuations, interfering circuit feedback, harmonics or the restriction, disruption and resumption of the electricity supply, unless these events are caused by acts of malicious intent or gross negligence.

9 Final provisions

- 9.1 Primeo Energie may engage third parties to fulfil its obligations and assert its rights arising from the electricity supply agreement.
- 9.2 The customer-related data is processed and used within the scope of the purpose of the contractual relationship in accordance with the legal provisions. It may also be transferred to third parties in this context.

- 9.3 Each party shall undertake to assign the rights and obligations resulting from the electricity supply agreement to a legal successor with the obligation to transfer it further and to notify the other party of this fact as soon as possible. A legal successor must be able to fulfil the rights and obligations arising from the electricity supply agreement. If Primeo Energie has entered into obligations to third parties for the fulfilment of the obligations arising from the electricity supply agreement (such as electricity purchasing commitments), the customer shall indemnify Primeo Energie should it be impossible to transfer the electricity supply agreement to a legal successor of the customer or Primeo Energie is unable to sell the electricity to other customers under the same terms and conditions.
- 9.4 Both contracting parties may assign the rights and obligations arising from the agreement to third parties with the consent from the other party. Such consent may only be denied for good cause. Good causes include, in particular, a poor financial position of the intended partner or contradictory and contrary obligations.
- 9.5 Primeo Energie reserves the right to amend these General Terms and Conditions of Business, in whole or part thereof, at any time. Primeo Energie shall notify the customer of amendments in a suitable manner. Failure of the customer to object to amendments and addendums within 30 days from their announcement shall result in them becoming binding for the customer. Amendments and addendums to written agreements relating to the electricity supply, including the waiver of this written form requirement, shall be placed in writing to become effective.
- 9.6 Should a provision of the electricity supply agreement be found to be ineffective, for whatever reason, this shall not affect the remaining provisions. In this case, the parties shall endeavour to replace the ineffective provision with a provision which comes closest in meaning to the original intent of the parties. The same shall apply to unintentional omissions.
- 9.7 The **sole place of jurisdiction** for disputes arising from the electricity supply agreement is **Arlesheim**, Switzerland, subject to legally binding places of jurisdiction. These GTC are governed by Swiss law.

10 Effective date

These GTC come into effect on 1st June 2023. They replace all previous general terms and conditions of business of Primeo Energie AG for electricity supplies in Switzerland.

