

**General terms of network service for the gas distribution
network
KVPE 2019**

recommended by Finnish Energy

The Energy Authority has confirmed the following terms of network service for use by the distribution system operator on 01.01.2020.

NOTE:

These terms are translations of corresponding terms in Finnish. In case of discrepancy in translation, the Finnish-language instructions shall prevail.

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Terms of network service for the gas distribution network

1. Scope of application

- 1.1. These general terms of network service for the gas distribution shall be applied in the gas network services for end users connected to the distribution network of natural gas and gas produced from renewable sources. These terms are part of the network service contract for gas distribution between the end user of gas (hereinafter "the user") and the distribution system operator (DSO) in relation to this service.
- 1.2. The supply of gas produced from renewable sources directly from gas production equipment into the distribution network is not included in these terms.

2. Definitions

- 2.1. *Gas* means natural gas and gas derived from renewable energy sources and their mixture, which is transmitted in a gas distribution network managed by the gas distribution system operator. The quality of gas shall comply with the terms laid down by the operator with system responsibility and the standards commonly used in the industry.
- 2.2. *Gas network service (network service)* means all operations by the distribution system operator that enable the distribution of gas against payment in the distribution system operator's gas distribution network.
- 2.3. *Gas distribution network (distribution network)* means the local or regional gas pipeline, through which gas is transported with reduced pressure, including parts of high-pressure pipelines mainly used for local gas distribution.
- 2.4. *Connecting party* is the owner or occupant of a gas metering point who concludes the gas connection contract with the distribution system operator.
- 2.5. *Connection capacity* means the gas capacity reserved for a gas connection.
- 2.6. *Gas user (user)* is a person or entity that purchases gas and the network service required for its distribution mainly for their own use. A user may also be a connecting party purchasing gas to be used by others via the point of connection specified in the user's connection contract.
- 2.7. *Consumer* is a natural person who acquires gas mainly for a purpose other than for their business activities.
- 2.8. *Retailer (supplier)* is a company selling gas and comprehensive gas deliveries, a natural or legal person, entity or institution that has concluded a retailer's framework agreement with the transmission system operator with system responsibility.
- 2.9. *Distribution system operator (DSO)* is a company which pursues distribution activities and is responsible for the operation, maintenance and development of the distribution network in its area of operations, its connections to other networks and ensuring that the network is capable of meeting reasonable gas distribution requirements in the long term.
- 2.10. *Contracting parties* in these terms mean the distribution system operator and the user.

- 2.11. *Connection* means the connecting party's right to connect to the gas distribution network at the point of connection defined in the connection contract and the interface between the contracting parties' gas equipment.
- 2.12. *Comprehensive delivery of gas* is a service that includes both the retail sale of gas (gas energy) to the user and the network service for gas, which is a precondition for the distribution of gas.
- 2.13. *Comprehensive delivery contract for gas (comprehensive delivery contract)* is the right of the user covered by the retailer's obligation to supply to conclude a contract with the retailer, which includes the retail sale of gas and the network service of gas.
- 2.14. The Energy Authority determines in the natural gas network licence one transmission system operator as the transmission system operator with system responsibility for the natural gas system (*system responsible party*).
- 2.15. *A centralised data exchange system* is an information system of the Transmission System Operator (TSO) with system responsibility, in which information about the metering points and biogas supply points in the distribution networks, as well as the consumption and production of gas are collected and stored.
- 2.16. *Gas supply day* is a period starting at 7.00am and ending at 7.00am the next day official Finnish time.
- 2.17. *Imbalance settlement* means the clearing of natural gas transactions realised during each gas supply day, which results in a natural gas balance and balance deviation for each party to the natural gas market.
- 2.18. *Network service product (network product)* in these terms means the definition of the service entity to be used in the network service. The definition includes information about the fees charged by the DSO in accordance with the network product. The network product may also be called a tariff. *Product price list* presents the network products available to the user. The product price list and any separate service price list (price lists) are part of the network contract.
- 2.19. In these terms, for example, the sending of a confirmation notification, invoice, price change notification or another message also means electronic sending of a message containing the same message. The user's address or invoicing address may also be, for example, an email address or another similar individual address provided by the user. Electronic sending of messages requires that the contracting parties have agreed on it. It is possible to agree separately with a user other than a consumer that a notification of a change in price or other terms of contract may be published on the internet at a predefined address. In addition, the user must be informed of the existence of the notification on the internet in a pre-agreed way, for example, by email or text message.
- 2.20. *Means of distance communication* means a telephone, post, television, information network or other means that can be used for concluding the contract without the parties being present at the same time.
- 2.21. The key provisions concerning the gas market and the network service are laid down in the Natural Gas Market Act, the act on the supervision of the electricity and natural gas market and the regulations pursuant to them.

3. Agreeing a gas network contract and other necessary contracts

- 3.1. The network contract will be agreed between the contracting parties to be valid until further notice or for a fixed term.
- 3.2. The network contract can be agreed when there is a valid connection contract concerning the gas metering point in question. If the transfer of a connection contract agreed in connection with a property sale due to the outstanding receivables to the DSO that encumber the connection, the DSO is not obliged to start the network service until the outstanding receivables of the owner of the connection have been paid or the DSO has accepted that the transferee of the connection contract will assume responsibility for the receivables.
- 3.3. The start (i.e. connecting the gas for the user) and continuation of the network service require a valid gas sale contract and a connection contract in addition to the gas network contract. The user's gas metering point must meet the technical requirements specified by the DSO in relation to connecting to the distribution network.
- 3.4. The user within the sphere of the supplier's obligation to supply is entitled to conclude with the supplier a comprehensive delivery contract for gas, which includes the gas distribution network in addition to the sale of gas. Based on this kind of comprehensive delivery contract, the supplier shall also be responsible for the network services with respect to the user, for which the supplier and the DSO shall agree between themselves. The comprehensive delivery contract is subject to the sales terms for gas and the terms for gas network service. In the terms in question, the comprehensive delivery contract for gas is subject to the provisions concerning the gas sale contract and the gas network contract.
- 3.5. The consumer has the right to withdraw from a door-to-door or distance sale contract in accordance with the Consumer Protection Act by notifying the business of this on a cancellation form or in another unambiguous way within 14 days after the conclusion of the contract. Other users have the right to withdraw from the contract at the latest two working days before the start of the sale of gas.
- 3.6. The network contract may be concluded in writing, verbally or electronically.
 - 3.6.1. The network contract must be concluded in writing if requested by either one of the contracting parties. In such a case, any price lists and a link to a saveable version of these terms must be attached to the network contract. The general terms of contract must be sent to the customer without charge in writing at the customer's request at the time of concluding the contract. The contract must include information for the consumer concerning the energy consumer's checklist and the Energy Authority's web address where the energy consumer's checklist is available.
 - 3.6.2. An electronic contract is binding if it has been concluded in a format that is generally required of electronic contracts.
 - 3.6.3. If the network contract is agreed in a way other than in writing, the DSO must send to the user a confirmation notification of the contract (confirmation) to the invoicing address provided by the user or to another separately agreed address within the time period specified in the Natural Gas Market Act.
 - 3.6.4. The confirmation shall state the time when the gas network contract enters into force, also including the individual terms for the gas network contract, as

well as price lists and an account of the period for complaints for the user and a link to a saveable version of these terms. The general terms of contract must be sent to the customer without charge in writing at the customer's request in connection with the confirmation of contract. The confirmation notification must include information for the consumer concerning the energy consumer's checklist and the Energy Authority's web address where the checklist is available.

- 3.6.5. If the network contract is concluded with a consumer by means of distance communication, the confirmation notification sent by the DSO shall also include other information referred to in chapter 6, section 9 of the Consumer Protection Act in addition to the matters referred to in section 3.6.3, where applicable, including supply and other costs not included in the total price, the payment terms, information about the consumer's right to cancel the contract, and the cancellation form and instructions, unless the DSO has already delivered them to the consumer previously in a permanent way.
- 3.6.6. A network contract concluded in a way other than in writing has become effective and continues under the terms referred to in the confirmation with the exception of the following cases:
- a) The user shall notify the DSO within 21 days of sending the confirmation or by the due date referred to in the confirmation, which is at least 21 days from sending the confirmation, that they do not consider the terms referred to or stated in the confirmation to correspond with the terms in the contract that has been concluded. The terms of contract according to the confirmation shall be applied during the time between concluding the contract and the notification sent by the user, unless otherwise proved to have been agreed.
 - b) The consumer shall withdraw from the contract in accordance with the right of withdrawal related to distance or door-to-door sale by virtue of the Consumer Protection Act. If in the event of a withdrawal of the contract the consumer has used gas, they must pay the DSO a reasonable compensation for the gas they have used. The compensation is determined according to the terms of contract stated in the confirmation, unless otherwise proved to have been agreed.
- 3.7. The contract documents constitute the contents of the network contract. In the event of a conflict between the contents of the gas network contract and the documents stated therein, the documents shall be applied and interpreted in the following order:
- 1) Individual terms of contract
 - 2) Price lists
 - 3) General terms of contract (these terms).
- 3.8. The DSO and the user may agree to amend these terms. However, the agreement shall not derogate from these terms to the detriment of the consumer.
- 3.9. When the network product is changed, the product price list and its limitations shall be complied with or a new network contract is concluded. The DSO is entitled to recover any reasonable expenses incurred from a change requested by the user.
- 3.10. The user is obliged to notify of any changes that have an impact on the contract, concerning, for example, the user, the metering point, or the invoicing address or another address that the contracting parties have agreed to be used for sending confirmation notifications, price change notifications and other notifications by the DSO.

4. Security or advance payment

- 4.1. Upon conclusion of the gas network service, the DSO has the right to require that the user who is not a consumer shall provide a security or make an advance payment for the receivables based on the network contract. If the network contract is agreed between the same contracting parties only due to a change in the gas metering point or the termination of the comprehensive delivery contract for gas without changes to the use of gas or other circumstances at the same time, the security can only be required on the basis of section 4.2.
- 4.2. After the network service has started, the DSO has the right to require that the user who is not a consumer shall provide a security or make an advance payment for its receivables based on the network contract if the user has materially neglected their payment obligation based on this or another gas network contract or the comprehensive delivery contract for gas, which has not been legitimately contested, or if the user's credit status shows that the user is evidently unable to meet the payments based on the network contract.
- 4.3. The DSO may require that the consumer provides a reasonable security or an advance payment upon conclusion of the network contract and during the validity of the network contract. During the validity of the network contract, a security or advance payment may be required only if the consumer has materially neglected the payment obligations related to the contractual relationships between the contracting parties. Moreover, the DSO must have serious grounds for its requirement for a security or advance payment when concluding the network contract and during its validity. Serious grounds may include, for example:
 - a) consumer's network service has been suspended due to a payment default;
 - b) the DSO has outstanding receivables from the consumer related to the network service, gas supply or the gas connection contract, the amount of which can be regarded as considerable with respect to the amount of invoicing for the network service; or
 - c) the credit status of the consumer indicates that the consumer is evidently unable to meet the payments based on the gas network contract.
- 4.4. If upon conclusion of the network service contract the security has not been paid by the due date, the gas network services shall terminate immediately without a separate notice. The contract will terminate even if the supply of gas to the metering point had been started. The user is obliged to pay the price according to the contract for any gas network service used before the termination of the contract.
- 4.5. The DSO has the right to use the security or advance payment towards any of its outstanding receivables, accrued interest on late payment and reasonable debt collection expenses based on the network service or previous supply of gas concerning the same metering point. If the DSO uses a security or advance payment or a part thereof towards its receivables, the DSO has the right to require that the user supplements the security or advance payment to the sum referred to in section 4.7 if the contractual relationship continues.
- 4.6. The DSO shall not pay interest on the security or advance payment.
- 4.7. The maximum amount of the security or advance payment may be equal to the network service invoice for the period between the start of the invoicing period and the suspension of the network service (as it is determined according to sections 10.1–10.1.8). The network

- service invoice shall be calculated according to an estimate on the user's gas consumption. The estimate may be based on a period when gas consumption is at its highest.
- 4.8. The security or advance payment of users whose consumption data is not available is calculated according to an estimate of the use of gas corresponding to the user's estimated profile. The estimate may be based on a period when gas consumption is at its highest.
 - 4.9. The DSO shall refund the security with immediate effect upon termination of the network contract once the final invoice has been paid and any other obligations of the user have been fulfilled. While the contract remains valid, the security will be refunded within two years (for consumers, one year) of the date it was given at the latest. The security shall not be refunded while the contract is valid if the user has materially failed to fulfil its payments during the period the security is being held. However, the security or a part thereof shall not be refunded while the contract is valid or after its termination if the DSO can require that the entire security or a part thereof can be used towards payment of outstanding receivables, accrued interest on late payment and reasonable collection fees based on the user's other valid and terminated network service or comprehensive delivery contracts. The advance payment shall be used for making payments that are falling due within the refund period of the security, as specified in this section.
 - 4.10. A written agreement shall be concluded on the lodging of a security. The advance payment may also be mentioned in the confirmation notification of the contract.
 - 4.11. The DSO has the right to sell the lodged security in the way it considers most appropriate in order to recover its overdue receivables.
 - 4.12. Instead of lodging a security or making an advance payment, the customer and the DSO may agree that the charges conforming to the gas network contract shall be paid in advance. As regards reverting to the ordinary payment schedule, the provisions included in section 4.9 shall be followed as applicable.
 - 4.13. It is not a question of an advance payment referred to in this section or a prepayment referred to in section 4.12 if, out of the different product or payment methods available (network product or method of payment), the user selects one that includes an accelerated payment arrangement.

5. Gas pipelines and equipment

- 5.1. The DSO shall be responsible for the gas pipeline (distribution pipelines) and equipment as their owner up to the point of delivery. The point of delivery is the connection beyond the commonly agreed metering point unless otherwise agreed. The pipelines beyond the point of delivery (service lines) and any possible equipment beyond are responsibility of the connecting party or the user.
- 5.2. The installation, inspection and maintenance of the gas pipelines and equipment must be carried out in accordance with the applicable legislation, as well as the provisions and regulations adopted on the basis of the legislation and the standards in the field. <
- 5.3. The contracting party must ensure that the condition of its gas pipelines and equipment meet the requirements, regulations and provisions, as well as the standards defined.
- 5.4. The user must grant persons authorised by the DSO access to the facility where the DSO's metering, control and other equipment are being located.

- 5.5. The contracting parties must notify each other without a delay of any apparent faults and deficiencies they detect in the other party's gas pipelines or equipment. The contracting party must without delay repair any pipelines and equipment that are causing or may cause a risk or damage. Unless one of the contracting parties is responsible for repairing the reported fault or disturbance, the contracting party shall notify their perception of the responsible party to the party reporting the issue.
- 5.6. If the repair of the fault or disturbance reported by the user is the responsibility of a party other than the DSO, the DSO must report the fault or disturbance to this party.
- 5.7. The user must suspend the use of faulty service pipes or equipment if the DSO so requires.

6. Gas measurement and metering equipment

- 6.1. The DSO is responsible for organising reading of the meter as well as collecting and reporting the data. The metering costs of gas consumption supplied via the connection (one commonly agreed measurement/connection) are included in the gas network service fee.
- 6.2. The user shall pay for reasonable meter reading costs with regard to other, separately agreed metering. The arrangement of measuring is agreed in further detail in the gas network contract. The DSO is responsible for the metering equipment and the measurement's accuracy unless otherwise agreed. If there are several meters, it shall be agreed in the gas network contract which meter or meters are being used as a basis for invoicing of the network service and imbalance settlement.
- 6.3. If in addition to meters used as a basis for invoicing of the network service there is another meter at the metering point that measures internal consumption in the premises, the DSO will not read this kind of a meter or arrange for the imbalance settlement of consumption metered by it without a separate contract and separate compensation.
- 6.4. The user shall allow the installation of equipment that is necessary in terms of metering and the transmission of measurement data in their premises, as well as their storage, maintenance and reading in the premises.
- 6.5. If the metering equipment is remotely read, the DSO shall take care of the data transmission connection required by remote reading unless otherwise agreed.
- 6.6. The user is entitled to obtain or provide another party with the right to obtain the metering data concerning their gas consumption, which the DSO has collected from the metering equipment at the gas metering point, without a separate charge. The data shall be disclosed for each metering point or metering event in a format that corresponds to the procedure generally complied with in the sector and by the DSO.
- 6.7. The metering equipment shall comply with the laws, regulations, standards and common practice with respect to its structure and accuracy.
- 6.8. The inspection of the metering equipment is the responsibility of the contracting party that is responsible for them. The contracting party responsible for the metering equipment must have the metering equipment inspected at the request of the other contracting party. If the error rate detected in the metering is higher than the maximum error allowed according to the standard for the meter in question, the contracting party responsible for the metering equipment shall meet the costs incurred from the inspection. Otherwise, the costs are met by the party that requested the inspection.

- 6.9. The metering equipment may be inspected by inspectors approved on the basis of the law or regulation pursuant to the law or by another inspector approved by the contracting parties. The responsibility for the costs incurred by the inspection is determined as set out in the previous section.

7. Delay, error and liability issues

7.1. Start, delay and error of the network service

- 7.1.1. The DSO shall not be discharged from its network development obligation pertaining to it by virtue of the Natural Gas Market Act under the restrictions referred to in this chapter or through agreement on exceptions.
- 7.1.2. The network services shall be started according to the requirements that have been agreed in the contract and that comply with the provisions set out in these terms (see 3.2 and 3.3). The network services may be started at the earliest 14 days from concluding the network contract unless otherwise agreed.
- 7.1.3. If the start of the network services is delayed, the DSO shall swiftly notify the user of the acceptable reason that caused the delay in accordance with these terms or start the network service.
- 7.1.4. If the gas network services have not started at the agreed time for a reason attributable to the DSO, the DSO shall compensate the damage resulting from the delay in accordance with the provisions in sections 7.1.6–7.1.7 and 7.2. The user is not obliged to pay the fees based on the gas network contract until from the moment the network services have started. After the network service has started, the user is entitled to withhold payment of such part of the fee that is necessary as a security for a claim for compensation based on the delay. The right to withhold payment shall be implemented according to section 7.1.5.
- 7.1.5. The DSO shall deduct the payments concerning the gas network services accrued over the period of delay that has come to its notice from the invoice sent after the matter has been settled. Unless the deduction is no longer possible on the invoice, for example, due to the termination of the contractual relationship, the sum shall be refunded in other ways.
- 7.1.5..1. If the user wishes to make sure that the payment accrued over the delayed period referred to in this section 7.1.5 will be deducted on their invoice, they must notify the DSO of this claim. If necessary, the DSO may request to supplement the claim in writing.
- 7.1.6. No compensation shall be paid for damage caused by a delay if the DSO can show that the delay is caused by an impediment that is beyond its control and that it cannot reasonably be expected to have taken it into account when concluding the network contract and the consequences of which it could not have reasonably avoided or overcome.
- 7.1.7. If the delay is caused by a third party which the DSO has used in fulfilling the network contract, the DSO is exempted from its obligation to pay

compensation only if this third party would also be exempted from its liability by virtue of section 7.1.6.

- 7.1.8. There is an error in the network service if the quality or method of supply of gas does not correspond to what can be deemed to have been agreed or when the consumer's invoicing is incorrect or delayed. Unless otherwise agreed on with regard to the quality of gas, there is an error in gas distribution and other network service as well as in the supply of gas if the quality of gas does not meet the European standards generally complied with in Finland or if the distribution or supply of gas has been continuously or repeatedly interrupted and the interruption cannot be regarded as minor taking account of the reason and circumstances of the interruption.
- 7.1.9. The user must notify the DSO of any interruption to network services or its claims arising from a deviation in quality swiftly after detecting the error or when they should have detected it.
- 7.1.10. If the user's gas supply is interrupted or it ceases in contravention of the network service for a reason attributable to the DSO, the DSO shall compensate the user for the damage caused by this in accordance with section 7.2.

7.2. Damages

- 7.2.1. The supplier shall compensate the user for the damage defined to be compensated above in this section according to the grounds and limitations referred to hereinafter in this section.
- 7.2.2. The user is entitled to receive compensation for indirect damage only if the delay or error is due to negligence on the part of the DSO.
- 7.2.3. If the user is not a consumer and the contracting parties have not agreed otherwise, the maximum amount of the DSO's damages in terms of indirect damage caused is, however, an amount that corresponds to the user's total amount of fees for the gas network service over one year, however, not higher than EUR 8,500.00.
- 7.2.4. If the DSO is guilty of intent or gross negligence, the limitation of the maximum amount of damages shall not be applied.
- 7.2.5. In these terms, indirect damage means:
- a) loss of earnings incurred by the user because of a delay or error or the consequent actions;
 - b) damage caused by an obligation, which is based on some other agreement;
 - c) major loss of utility at the metering place when this loss does not result in actual financial loss, and other comparable major impairment;
 - d) damage to property of other user than a consumer, resulting from a disturbance or stoppage in the operation of the user's device or equipment or interruption to the user's operations caused by the interruption of the gas network services, or consequential financial damage or loss caused by the same reason; and

- e) other similar damage that is difficult to foresee.
- 7.2.6. The consumer is also entitled to receive compensation for damage caused to their family or family member on the same grounds as for the damage caused to them.
- 7.2.7. Despite what is stated above in section 7.2.5 d), the customer shall be compensated for damage to a property used mainly for the customer's private consumption. Similarly, damage referred to in the previous sentence shall be compensated to a person in the position of a consumer who does not have a personal contractual relationship with the DSO, but is acquiring the network service from the user. A corresponding compensation shall not be paid to the user.
- 7.2.8. In order to prevent damage, when damage occurs or there is a risk of damage, the contracting parties shall take all steps for the prevention or limitation of damage that can be reasonably required and expected of them. If the damage is caused by the customer's own activity, the DSO is not obliged to pay compensation for it. Compensation shall be paid for damage to a contracting party caused by the limitation of damage for which compensation shall be paid in accordance with these terms.
- 7.2.9. If a contracting party neglects their obligation to take reasonable measures to limit its damage, they are personally liable to compensate for the damage in that respect. However, if the user's negligence can be regarded as insignificant, it may be possible to reduce the share to be compensated for by the user in that respect.
- 7.2.10. By virtue of these terms, the supplier is not obliged to pay compensation for such damage, for which the user or some other party is entitled to receive compensation on other grounds.
- 7.2.11. The user must swiftly notify the DSO of an error or suspected error they have detected in the network service.
- 7.2.12. The DSO shall swiftly investigate the reason for the error and repair the error if the error is under the control of the DSO.
- 7.2.13. On the basis of the error, the user is entitled to a price reduction proportionate to the error. If the error is based on an interruption to gas distribution, the amount of the price reduction is a share corresponding to at least two weeks of the annual network service fee.
- 7.2.14. The DSO shall, on request, provide the user with the necessary information concerning the error in the gas network service and the reasons for it.

8. Meter reading and collecting metering data

- 8.1. The user must allow access to the meter, the reading and distributing metering data from the metering equipment and the use of metering data in the way required by imbalance settlement and measurements as agreed or as is necessary in order to comply with the obligations related to the applicable legislation and the regulations and guidelines of the authorities or customer relationships.

- 8.2. In addition, the user must allow the reading of data concerning the supply and quality of gas and its transmission from the metering equipment, as well as its use for the purpose of the operation of the DSO's network.
- 8.3. If the metering equipment is hourly metered equipment, the consumption data shall be transmitted from the meter in accordance with the regulations in force. The DSO has the right to estimate the metering data on the basis of previous consumption at the metering point if the metering data is not available due to a temporary fault in the data transmission or equipment of the hourly metered equipment.
- 8.4. If the metering equipment is not hourly metered equipment, sections 8.4.1–8.4.6 shall be complied with.
 - 8.4.1. The metering equipment must be read at least four times a year.
 - 8.4.2. The DSO is responsible for at least one measurement reading per year.
 - 8.4.3. The user is obliged to report to the DSO the measurement readings concerning each metering point in accordance with the network service three times a year upon the written request of the DSO. This section does not apply to users who are unable to access the meter to take a reading.
 - 8.4.4. The user and the DSO may agree on more frequent metering reading and on compensating the DSO for reasonable costs incurred from it.
 - 8.4.5. The user must allow persons authorised by the DSO access to the metering equipment and the reading of the meter. The meter shall be read at a time when the reading will not cause a significant disturbance to the user.
 - 8.4.6. The DSO has the right to estimate the reading of the metering equipment on the basis of previous consumption at the metering point if the metering equipment is located so that the DSO has no access to it and the user has not submitted a reading within a reasonable deadline set by the DSO after the DSO has requested for it.

9. Invoicing and payment process

- 9.1. The DSO will invoice the user for the use of the network service in accordance with the network contract and the price lists valid at any given time.
 - 9.1.1. The DSO's invoicing must be carried out according to the actual amount of gas transmitted at least four times a year.
 - 9.1.2. If a gas metering point to which gas is transmitted for the sole use of food preparation is equipped with metering equipment, the gas transmitted to the user must be invoiced on the basis of the actual amount transmitted, however, at least once a year.
 - 9.1.3. If the metering equipment is not covered by the remote reading system, invoicing may be based on the reading of the metering equipment by the user.
 - 9.1.4. However, invoicing may be based on an estimated amount of transmitted gas or a fixed amount if the invoicing is based on metering equipment read by the

user and the user has not submitted the meter reading for the invoicing period in question.

- 9.1.5. Invoicing based on the actual amount of transmitted gas can also be deviated from if the arrangement of metering and invoicing based on verified amount of gas transmitted is not possible or the costs of it would be unreasonable.
- 9.1.6. The DSO is obliged, at the customer's request, to verify invoicing based on estimated gas consumption when the conditions for estimated invoicing have significantly changed, or if there is another justified reason for the verification. The DSO shall notify the supplier of an estimate of the change according to the current practice in the sector.
- 9.2. With respect to the contents of the invoice, the Natural Gas Market Act and the provisions and regulations issued by virtue of it shall be complied with.
- 9.3. A period of at least fourteen days must be left between sending the bill and the due date. If the user is other than a consumer, the contracting parties may also agree on a shorter term of maturity.
- 9.4. The user is obliged to pay the invoice sent by the DSO by the due date stated on the invoice. The invoice is sent to the invoicing address provided by the user. The user is responsible for paying the invoice regardless of the address to which they have requested the invoice to be sent.
- 9.5. The DSO has the right to charge interest on arrears for any late payments of the invoice in accordance with the Interest Act. If the due date of the invoice and the amount payable are pre-determined, the interest on late payment will be charged starting from the due date. If the due date and/or the amount payable of the consumer's invoice are not pre-determined, interest on late payment cannot be charged until 30 days from sending the invoice at the earliest.
- 9.6. In addition, a reasonable fee according to the price list in force can also be charged for sending a written reminder and a disconnection warning.
- 9.7. The DSO is entitled to charge an extra fee and the user is entitled to compensation by virtue of an invoicing and metering error and incorrect reading of the meter.
 - 9.7.1. If the metering error is found to be higher than is acceptable according to section 6.8, this shall be taken into account in invoicing so that a refund or extra charge will be issued by virtue of the DSO's estimate based on an inspection of the metering equipment, the user's verified consumption amounts, and other data.
 - 9.7.2. The contracting parties may present a claim for their receivables based on errors referred to in section 9.7 for the past three years. The period of three years shall be calculated from the time of notifying the other contracting party of the error.
 - 9.7.3. The consumer may, however, present a claim for the receivables referred to in section 9.7 for the entire period during which the error has affected invoicing, but not for longer than ten years if the moment when the error took place and the effects of the error on invoicing can be verified afterwards.

9.7.4. The DSO shall be responsible for the compensation to be paid to the user instead of the supplier, and it shall also have the right to charge the user for the extra charge in the case of a metering point with no remote reading, and

a) for an error that has taken place in invoicing and the customer was notified of this longer than three years ago; or

b) the customer relationship between the customer and the supplier was terminated for longer than six weeks before the error was noticed,

and the gas consumption data provided by the DSO to the supplier as the basis for invoicing is incorrect in comparison with the consumption of gas taking place due to a metering error, an error in meter reading or an error in the notification provided by the DSO (however, not a deviation in the estimate).

The sale price of the compensation referred to in this section shall be that of the public gas product or tariff best suited for the user, offered by a supplier with an obligation to supply, operating within the area of responsibility of the distribution network. However, if the error is attributable to the DSO and the user presents an account of the prices applied to its gas acquisition at the time in question, these prices shall be used.

9.7.5. No interest is payable on the extra charge or refund determined on the basis of the above section for the period of its accrual. The user must be granted a reasonable payment period for the extra charge. If the user will not pay the invoice for the extra charge within the period granted, a penal interest on delayed payment in accordance with the Interest Act and any collection costs can be charged for it after the due date.

9.8. The user is also obliged to pay for the metered or verified network service that is due to gas installations or faults in the gas equipment for which the user is liable.

9.9. In the case of a metering point with no remote reading and gas is used by bypassing the metering equipment or diminishing its metering accuracy, the DSO is entitled to invoice the user according to the highest possible consumption. If the user is a consumer, the invoicing can be made according to probable consumption if it can be estimated. If the duration of this kind of consumption cannot be verified, subsequent invoicing can be made for a maximum period of three years.

10. Interruption of the gas network service

10.1. The DSO has the right to interrupt the gas network service (user's supply of gas) referred to in the network contract if the user materially neglects the payment of the DSO's receivables or otherwise materially neglects their obligations based on the network contract.

10.1.1. The DSO shall send the user a written reminder to rectify the breach of contract, i.e. pay the outstanding claim or rectify some other negligence within the time limit specified in the reminder, which is at least two weeks from sending the reminder. A reminder, which is subject to a charge, cannot be sent to a user who is a consumer until two weeks after the original due date at the earliest.

- 10.1.2. If despite the reminder the user will not rectify their breach of contract within the set time limit, the DSO shall send a written disconnection warning to the user's invoicing address or to another separately agreed address. The time of interruption shall be stated in the disconnection warning. To avoid interruption, the user shall rectify the breach of contract in time before the stated time of interruption. The disconnection warning is sent to the user at least two weeks before the interruption of the network service.
 - 10.1.3. The interruption may take place at the earliest five weeks from the original due date or from the date when the user was informed for the first time of another breach of contract or the need to rectify it.
 - 10.1.4. If a reminder, which is subject to a charge, has been sent to a user who is a consumer, the interruption can take place at the earliest six weeks after the original due date.
 - 10.1.5. If the payment default is due to the consumer's payment difficulties which are the consequence of a serious illness, unemployment or another special reason mainly through no fault of their own, the network service may be interrupted at the earliest 60 days from the due date of the payment.
 - 10.1.6. The consumer must notify the DSO of a matter that prevents the payment of the invoice as soon as the user becomes aware of it and, if possible, before the due date of the invoice.
 - 10.1.7. The network service of a consumer or a residential property may be interrupted due to payment default only if the unpaid amount of the fee by such a user is at least EUR 250 or at least three months have passed from the due date of the earliest outstanding invoice.
 - 10.1.8. The network service must not be interrupted due to payment default in a building of a part thereof that is used as permanent dwelling, the heating of which depends on gas, between the beginning of October and the end of April before 120 days have passed from the due date of the defaulted payment.
 - 10.1.9. If the user's payment default is due to a force majeure, the network service cannot be interrupted for as long as the force majeure prevails.
- 10.2. The network service may be interrupted for a reason attributable to the supplier with a contractual relationship with the user.
- 10.2.1. If the retailer neglects its obligations towards the DSO in relation to the network service or data transmission or if it neglects its obligations in relation to fulfilling its balance responsibility or imbalance settlement, the DSO has the right to interrupt the network service. The supplier's obligations referred to here are determined in accordance with, e.g. the Natural Gas Market Act and the provisions or regulations issued by virtue of it, instructions provided by the authorities or the system responsible party, common practice in the sector, or as agreed separately.
 - 10.2.2. The DSO has the right to interrupt the network service if the supplier's operations cease, for example, due to bankruptcy.
 - 10.2.3. By virtue of sections 10.2.1 and 10.2.2, the network service cannot be interrupted before two weeks after the user has been sent a notification of

the interruption to the network service, stating the reason for and the time of the interruption. The notification shall also include advice for the user to safeguard their gas supply by concluding a new gas sale contract with another supplier as soon as possible.

- 10.2.4. The consumer's network service must not be interrupted before three weeks from sending the notification referred to in the previous section.
 - 10.2.5. The network service of a user covered by the obligation to supply must not be interrupted before the Energy Authority has assigned a new supplier with an obligation to supply.
 - 10.2.6. The user is obliged to reimburse the DSO or a body determined by it the reasonable costs resulting from the sale of gas by virtue of sections 10.2.1–10.2.5.
- 10.3. If the user's contract of sale is terminated for a reason other than referred to in section 10.2 without a new gas sale contract entering into force, the DSO has the right to interrupt the network service with immediate effect. The DSO has no obligation to verify with the user or any other body whether or not the notifications it has received from retailers with regard to the termination of contracts of sale are valid.
 - 10.4. The network service may also be interrupted at the user's request. If the user wishes to maintain the opportunity to have the network service despite their request of interruption, the user must pay a valid fee for this maintenance.
 - 10.5. If the network service is interrupted for a reason attributable to the supplier or the user and not due to a request by virtue of section 10.4, the user shall not be relieved of their payment or other obligations towards to DSO by virtue of the terms of the network contract.
 - 10.6. The DSO has the right to charge the user a reasonable fee according to the price list in force for sending a written reminder and a disconnection warning and for the interruption and reconnection of the network service.
 - 10.7. The network service will be continued after the reason for the interruption has been removed. However, the DSO is not obliged to carry out the reconnection of the network service before the user has paid the fees and costs incurred from the measures related to the written reminder or other notifications and to the interruption and reconnection, as well as the DSO's outstanding receivables and the required security.
 - 10.8. The supplier has the right to require that the DSO interrupts the network service when the supplier has the right to interrupt the sale of gas by virtue of the gas sale contract. The supplier is responsible for ensuring that the interruption required by it has a reason referred to in legislation, the gas sale contract, or other contracts or regulations. Reconnection takes place in accordance with the instructions of the supplier. If the gas sale contract is terminated, reconnection takes place according to the new supplier's reported procedure of the start of the sale of gas.
 - 10.9. The user has no right to issue demands towards the DSO arising from the interruption of the network service, and the user shall not be relieved of its payment or other obligations towards the DSO if the reason for the interruption has been matters attributable to the user or the supplier.
 - 10.10. The DSO has the right to immediately interrupt the network service on a temporary basis if it is necessary in order to prevent a risk to human life, health or property.

- 10.11. A significant disruption in the imports of gas or in the transmission network or another reason not attributable to the DSO may result in force majeure, in which case the DSO is relieved of providing a network service or it may limit it for as long as the force majeure is in force. The DSO must notify the user of force majeure and its ending immediately after receiving information about it.
- 10.12. The DSO may temporarily interrupt the gas network service if it is required due to repair, maintenance, modification or extension works on the distribution pipelines or equipment necessary for maintaining the service. The DSO shall make sure that the duration of the interruption is as short as possible and that it will be carried out at a time and to such extent that it causes as little disadvantage to the user as possible. The DSO must notify the user of a temporary interruption if it is possible in advance.
- 10.13. The DSO shall not be liable for damage, loss or disadvantage caused by the interruption of the network service by virtue of sections 10.10, 10.11 or 10.12.

11. Changing the terms and prices of the gas network contract

- 11.1. The contracting parties may jointly agree to make changes to the network contract between the contracting parties. Unless otherwise agreed, the provisions in sections 3.6–3.6.6 shall be complied with.
- 11.2. The DSO is:
- entitled to change the terms of contract and prices of the network contract if the reason for it is a change in the level of capital costs related to the network service, such as a change in interest expenses, a change in the investment needs related to network development, or a change in the depreciation or repayment period of capital tied to the network, which is not due to the DSO; and
 - entitled to change the terms of contract and prices of the network contract if the reason for it are changes in the network construction or maintenance costs, changes in the DSO's payments to other DSOs, changes in the acquisition costs of gas losses, changes in the labour or other operating costs related to other than network construction or maintenance but related to the network services, changes in the costs of producing other services necessary for offering the network service, or changes in the obligations concerning the network service; and
 - entitled to change the price of the network contract so that even after the change the prices will meet the legal requirement of reasonable pricing.

By virtue of this section, the network contract may not be changed so that the contents of the network contract would materially change as a result.

- 11.3. The DSO has the right to change the prices and other terms of contract if the change is based on legislative changes or a decision by the authorities, which the DSO has been unable to take into account when concluding the network contract.
- 11.4. The DSO also has the right to change prices and other terms of contract on the basis of a change in legislation or a decision by the authorities that has been known at the time of concluding the contract provided that the change will not substantially change the prices or other contents of the network contract.

- 11.5. If the DSO's area of operations changes, the DSO has the right to change the fees of gas distribution in order to implement uniform pricing according to section 36 of the Natural Gas Market Act.
- 11.6. The DSO also has the right to change the terms of contract and prices if there is a specific reason for the change,
- due to a substantial change in circumstances;
 - due to a revision of outdated contractual or pricing arrangements, or
 - in order to take measures required by energy conservation.
- 11.7. The DSO has the right to change the user's outdated network service product to another network service product in the product price list that is suitable for the user within a reasonable transition period. The DSO must send the user a plan of expiry of the product, stating how and within which time schedule the outdated product will expire. The plan must be sent to the user within a reasonable time scale before the change takes place.
- 11.8. The DSO is entitled to make such minor changes to the terms of contract that do not affect the principal contents of the contractual relationship.
- 11.9. The DSO must send the user a notification of how and from which date the prices or other terms of contract will change and the reason for the change. The notification must state whether the contracting party is entitled to terminate the contract. If the reason for the change is other than an amendment to legislation or a decision by the authorities, the change may take effect at the earliest 30 days after sending the notification. The notification is sent to the customer's invoicing address or to another, separately agreed address or it can be included, e.g. in an invoice to be sent to the customer.
- 11.10. If the change is based on an amendment to legislation or a decision of the authorities, the DSO must implement the change as of the date when the change or decision takes effect. The DSO shall notify of changes to be made on these grounds as soon as possible.
- 11.11. If the price of the gas network service is tied to a reference value/s (e.g. indexes) beyond the control of the contracting parties, any changes in these are not regarded as changes to the price or terms of contract referred to above.

12. Transfer and termination of the gas network contract

- 12.1. The user cannot transfer the network service to a third party without the DSO's consent.
- 12.2. The DSO has the right to transfer the network contract to another DSO. Subject to section 11.4, the terms of the network contract cannot be changed in connection with the transfer. The old DSO must notify the connecting party of the transfer in writing as soon as possible, however, not later than 30 days from the transfer.
- 12.3. A network contract valid until further notice will expire as a result of termination or cancellation.
- 12.4. A fixed-term gas network contract will expire at the end of the fixed term or due to its cancellation. However, the consumer has the right to cancel a fixed-term network contract on the same terms as a network contract valid until further notice.

- 12.5. The DSO is entitled to terminate the contract of another user than a consumer only if it is unreasonable from the DSO's viewpoint to keep the contract in force due to a change in legislation or a material change in circumstances.
- 12.6. The notice of termination of the network contract is two weeks for the user and three months for the DSO.
- 12.7. After the DSO has notified of the changes to be made to the terms of contract and prices, the consumer has the right to give notice to terminate the gas network contract before the changes enter into force. In such a case, the consumer must submit the notice of termination to the DSO seven days before the changes enter into force at the latest.
- 12.8. Either contracting party has the right to terminate the gas network contract if the other party materially acts contrary to the gas network contract and does not rectify the situation within a reasonable time.
- 12.9. In addition, the DSO may terminate the network contract to end with immediate effect if
- 12.9.1 the user is guilty of stealing gas, deliberate damage to equipment that is the responsibility of the DSO or the supplier or breaking seals pertaining to the equipment, or of attempting these kinds of acts;
 - 12.9.2 the distribution or supply of gas has been interrupted due to the user's payment default or other failure to comply with the contract and the interruption has lasted at least one month or if the interruption has not been technically possible for a reason attributable to the user and at least one month has passed from the fulfilment of the conditions for the interruption.
 - 12.9.3 the user has otherwise materially breached their obligations based on the gas network contract and the breach of contract has not been rectified within the reasonable time notified by the DSO in writing.
- 12.10. The DSO shall send to the user a written notification of the termination of the gas network contract, stating the reason for the termination and the time of termination of the gas network contract.

13. Settlement of disputes

- 13.1. The consumer has the right to bring any disputes derived from the interpretation of the gas network contract to the Consumer Disputes Board for consideration (www.kuluttajariita.fi). Before issuing the request for settlement to the Consumer Disputes Board, the consumer must be in contact with the Consumer Advisory Service (www.kuluttajaneuvonta.fi).
- 13.2. Efforts shall be made to settle any disputes through negotiations. This contract shall be subject to Finnish law. If disputes arising from the gas network contract are settled in a court of law, the legal action shall be brought in the district court where the gas metering point in question is located unless otherwise agreed. A consumer is, however, always entitled to bring an action before the district court of their place of domicile in Finland.