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## APPENDIX TO THE TERMS AND CONDITIONS CONCERNING NETWORK SERVICES FOR ELECTRICITY GENERATION

### TVPE 11

as recommended by Finnish Energy Industries

A. General, concluding a network service contract, the prerequisites for network service and commencement of network service

#### 1. Scope of application and definitions

1.1 This appendix TVPE11 shall be applied to a power network service that is supplied to an electricity producer connected to a distribution network and in which the electricity producer's electricity-generation equipment operates in parallel with the distribution network so that the electricity generated can be transferred, partly or entirely, to the distribution network, and when the network's voltage level is less than 24 kV. These terms are part of the network contract between the distribution system operator and electricity producer that concerns this service. The electricity producer's electricity-generation equipment may be connected to the distribution network directly or via a power network that is inside the property or via the power network of a group of properties that is equivalent to this.

1.2 In the terms and conditions concerning network services, when the term "user" is used, it refers to an electricity producer in an agreement accordant with this appendix.

1.3 A point of connection is specified in the connection contract.

1.4 An electricity producer is a person or body whose electricity-generation equipment operates in parallel with a distribution network so that the electricity generated can be transferred, partly or entirely, to the distribution network.

1.5 The term "contracting parties" refers to the distribution system operator (DSO) and electricity producer in these terms and conditions.

1.6 The term "producer's sale contract" refers in these terms and conditions to an agreement via which an electricity producer arranges sales of electrical energy generated by it.

#### 2. Concluding a network contract

2.1 A network contract concerning production can be created when a connection contract concerning the subject in question is in force. When necessary, a separate connection contract for production can be created concerning generation of electricity.

2.2 If electricity is sold to the electricity market, starting and continuing a network service requires, in addition to a network contract and connection contract, a valid open-supply electricity purchase contract made with one and only one electricity buyer.

2.3 The contract documents form the content of the network contract: if there is a conflict between the content of this appendix and the network service terms in force at any given time, the terms of this

appendix shall apply. However, if this appendix does not give any relevant information on a matter, the network service terms shall apply.

### 3 Introduction and use of electricity-generation equipment

#### 3.1 Safety of electrical equipment

3.1.1 An electricity producer's electricity-generation equipment and electrical installations and equipment must cause no danger to those working on the distribution network or users of electricity connected to the distribution network, nor any disturbance to the operation of electrical equipment of other users of electricity.

3.1.2 Electricity-generation equipment must not keep feeding the DSO's distribution network or a part of this when the distribution network is not fed from elsewhere.

3.1.3 Electricity-generation equipment must be fitted with devices, via which it is possible to remove the DSO from the distribution network. These devices must be constantly available to the DSO, and it must be possible to lock them, so that procedures to be implemented on the distribution network can be carried out safely. 2(3)

3.2 The DSO must be given notification about the readiness of the electricity-generation equipment before its introduction, and the appropriate testing and introduction inspection records shall be included with this notification. The electricity-generation equipment may be connected to the distribution network only when the DSO has issued authorisation for this.

3.3 The technical features of the generation equipment must fulfil the requirements entered in separate contract terms and conditions.

#### 4. Use, control and safeguarding of electricity-generation equipment

4.1 The electricity-generation equipment must be suitable for use in the distribution network, whilst taking into consideration the distribution-network control and protection systems. The DSO shall provide the electricity producer with information relating to the characteristics of the network to allow connection to the network. The electricity producer must determine whether its electricity-generation equipment can be connected to the distribution network, taking into account the network's characteristics and the manner of usage of its equipment.

4.2 The DSO shall be informed of any technical changes to be made to the electricity-generation equipment.

4.3 If a technical change to electricity-generation equipment requires changes to the distribution network, the electricity producer is responsible for any costs resulting for the DSO, in accordance with the connection-fee bases.

4.4 If a technical change to electricity-generation equipment causes a change in the size or structure of the connection, the connection contract relating to the connection shall be amended and the costs caused by the change shall be collected from the connecting party in accordance with the connection-fee bases.

4.5 The DSO has the right to stipulate restrictions on the use of electricity-generation equipment, if the characteristics of the distribution network and the conditions of usage, servicing and/or maintenance require this.

4.6 Electricity to be transferred from the electricity-generation equipment to the distribution network shall fulfil the requirements of the standards relating to the quality of electricity.

4.7 The contracting parties are obliged to pay compensation to each other for the damage caused by their installations that are contrary to the rules, regulations, contracts and written instructions referred to in the previous articles or by their faulty equipment or by the operation of such installations or equipment, subject to the conditions and limitations presented in Chapter 7 of this appendix and in Chapter 11 of the network service terms, as applicable.

4.8. The electricity producer is responsible for the features, ageing, wearing or breakage of its electricity-generation equipment or installations, or its compatibility with the distribution network, the electricity producer's network, or other electrical appliances or equipment on the electricity producer's network, or damage caused by the aforementioned circumstances. The DSO is not responsible for the aforementioned damage nor for damage caused by the electricity producer's installations or equipment or by their inadequate protection.

#### B. Metering, invoicing and interruption of network service

##### 5. Metering of electricity

5.1 Special requirements are laid down in legislation for the metering of energy produced and energy used, and the electricity producer must take these into account separately.

5.2. The contracting party that owns the metering equipment or has ordered a metering service from a party other than the one specified in the network contract is liable for faults in the metering equipment. It is also responsible for the determination, resolution, etc. of faults and the provision of information required for the correction of any billing errors arising from the faults to parties specified by electricity-market regulations or standard practice in the industry.

#### C. Faults in electricity production and paying compensation for damages

##### 6. Faults in electricity production 3(3)

6.1 There is a fault in electricity production if the quality of electricity or the mode of supply does not correspond to what has been, or can be considered to have been, agreed upon, or if the electricity-generation equipment or installations are not used or managed as agreed.

6.2 A contracting party is, when requested, obliged to provide the other contracting party with the necessary information about a fault suspected by it or about the causes of this.

6.3 A contracting party must, without delay, notify the other contracting party of any fault discovered by it, of any imminent fault detected, or of the fact that it considers there to be a fault.

6.4 A contracting party shall, as soon as it has been notified of a fault that it is responsible for or has otherwise become aware of the fault in question, determine the cause of the fault and repair it, without delay.

## 7. Compensation for damages

7.1 The electricity producer shall compensate the DSO for the damage caused by a fault in electricity generation or a breach of the contract specified in these terms, in accordance with the bases and limitations laid down in these terms and conditions.

7.2 However, the electricity producer is liable to pay compensation, only if the producer has known or it should have known taking into account its expertise, about the risks caused to the DSO by use of its equipment.

7.3 If there is a fault in the electricity-producer's equipment or there is a characteristic that the producer has not noticed and it would not be expected to notice, the producer is liable for damages caused to the DSO, if the producer continues to use the faulty equipment in spite of the DSO's complaint.

7.4 The DSO has the right to receive compensation for indirect damage, only if the fault is caused by negligence attributable to the electricity producer. If no agreement has been made to the contrary by the parties to the contract, the maximum sum to be paid as compensation for indirect damage is EUR 8,500. If the electricity producer has been guilty of gross negligence or has committed the act intentionally, the restriction on the maximum level of compensation shall not apply. Indirect damage has been specified in the network service terms.

7.5 In order to prevent damage, when damage occurs or is imminent, the parties to the contract shall take all measures for the prevention or limitation of damage that can reasonably be required or expected of them. Compensation shall be paid for the damage that has been caused to a contracting party by the limitation of the damage for which compensation shall be paid in accordance with these terms. If the damage is caused by the contracting party's own activities, the other contracting party is not required to pay compensation for it.

7.6 If the DSO shirks its obligation to take reasonable action to limit the extent of the damage being caused to it, the DSO itself shall be liable for the damage in this respect.