

20.5.2022

## Compensation for delays and defects in network alteration work

### Delay in network alteration work

- The client must notify the network operator of the delay experienced by the client within a reasonable time of the work delay (and no more than 3 months after the delay).
- The client shall be entitled to compensation for the damages that the client incurs due to the delay unless the distribution network operator can demonstrate that the delay was due to an impediment that was beyond its control and that it could not reasonably have been required to take into consideration when submitting the quote, with consequences that the network operator could not reasonably have avoided or overcome.
- The network operator shall pay compensation for direct damages incurred due to a delay, provided that the delay was caused by the distribution network operator's negligence. No compensation shall be paid for indirect damages. However, the limit to compensation for damages shall not apply if the distribution network operator is found to be guilty of a deliberate or grossly negligent act.
- The amount of compensation shall equal 5 per cent of the agreed price of the network alteration work at the beginning of each new week of delay in the first two weeks of delay. Thereafter, the compensation shall equal 10 per cent of the price of the network alteration work at the beginning of each new week of delay.
- However, the maximum amount of compensation shall be 30 per cent or EUR 350 of the price of the network alteration work.

### Defective network alteration work

- Network alteration work shall be considered defective if the outcome of the work does not correspond to what was agreed upon or could be considered to have been agreed upon.
- The client shall notify the distribution network operator without delay if the client detects a defect in the network work.
- The network operator shall primarily be entitled to rectify defects resulting from the physical implementation of the electricity network (to the real estate or property on the real estate, such as repairing or levelling a driveway). Instead of rectifying the defect, the network operator may indemnify the client for the costs incurred. In other cases, compensation shall be paid for damages as described below.
- The client shall be entitled to receive compensation for direct damages incurred due to defective network work if the damage was caused by the distribution network operator's negligence. The maximum amount of compensation payable for damages shall be EUR 1,200. In the event of actual or impending loss or damage, the client shall take all the action that could reasonably be demanded and required in order to prevent or mitigate the loss or damage. If the client's actions result in loss or damage, the distribution network operator shall not be obliged to pay compensation for it.

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