

WEXNET AB

General and special terms and conditions – consumer

These terms and conditions are based on the
Swedish Local Fibre Alliance's terms and conditions
for Sweden's Municipal Network Partnership

FIBRE FOR THE FUTURE

Wexnet – part of Växjö Energi

Box 497 • 351 06 Växjö • Kvarnvägen 35
0470-70 33 33 • info@wexnet.se • wexnet.se

WEXNET

General Terms and Conditions for Property Connection to Municipal Network in Sweden – Consumer

1. General

1.1 These General Terms and Conditions apply to a property connection to the Municipal Network, which enables broadband connections and services to be provided to housing and commercial tenants or other parties with a right of use at the concerned property.

1.2 Unless specially agreed, the Property Owner is not entitled to provide services in the Municipal Network.

1.3 The Municipal Network Owner registers the Property Owner's details in connection with the order being placed. The Property Owner is aware of and accepts that the Municipal Network Owner uses these details to provide the connection and the agreed services, as well as for statistical and marketing purposes. The Property Owner has the right to request, in writing, that the data not be used for marketing purposes.

2. Definitions

For the purposes of this Agreement, the following definitions apply:

2.1 Agreement

The Agreement is comprised of a Contract, these General Terms and Conditions and, where applicable, the Special Terms and Conditions.

2.2 Municipal Network Owner

The Municipal Network Owner refers to the legal person specified in the Contract under the section "Supplier details".

2.3 Property Owner

The Property Owner refers to the legal or natural person specified in the Contract under the section "Property owner details".

2.4 Municipal Network

The physical communication network, passive as well as active, with broadband capacity that the Municipal Network Owner has at its disposal.

2.5 Installation

The Installation is comprised of the following components:

- Ducting
- Wiring
- Active equipment

The ducting installed in the property becomes a property fixture. The wiring installed in the ducting and the active equipment do not become property fixtures.

2.6 Municipal Network Owner's equipment

Equipment owned by the Municipal Network Owner that is necessary to activate and maintain a property connection to the Municipal Network.

2.7 Delivery Point

The point in the Municipal Network Owner's equipment where the concerned area, property, apartment or premises are connected to the Municipal Network in the manner presented in the attached drawing.

2.8 Documentation

After completing the Installation, the Municipal Network Owner shall provide the necessary documentation detailing the Installation in the property. Prior to the Installation, the Property Owner shall submit to the Municipal Network Owner documentation of the main distribution frame of the property with all outlets clearly marked as per the Swedish documentation standard.

2.9 Agreed Delivery Date

The date by which the Installation shall have been completed and inspected as per the Contract.

3. Installation – property

3.1 The Municipal Network Owner undertakes to install the Municipal Network Owner's equipment within the property up to the Delivery Point for connecting the property to the Municipal Network.

3.2 The Property Owner grants the Municipal Network Owner the right to without compensation install, maintain and upgrade the Municipal Network Owner's equipment within the property and any other buildings or facilities belonging to the property. If future measures require physical alterations to the property, a new agreement shall be negotiated.

3.3 The Property Owner shall provide the Municipal Network Owner with access to the property for installation, maintenance, troubleshooting and any other measures set out in the Agreement. If the Property Owner so requests, the Municipal Network Owner shall be accompanied by the Property Owner during such access.

3.4 The Property Owner shall carry out the agreed necessary preparations for the installation, as well as any other instructions provided by the Municipal Network Owner. Such instructions shall be provided in good time.

3.5 For the Municipal Network Owner to guarantee the quality of the connection, certain prerequisites are required in terms of the environment, electrical connection and security available for the equipment. The Property Owner and the Municipal Network Owner shall consult on how these needs are to be fulfilled. The Property Owner is responsible for and finances the electricity supply for the equipment.

3.6 The Property Owner shall assist the Municipal Network Owner in obtaining the necessary details about the property's electricity supply, plumbing and ventilation, telecommunications, and land and water areas.

The placement of the Municipal Network Owner's equipment is determined in consultations between the Property Owner and the Municipal Network Owner. If the Property Owner later wishes to relocate or otherwise alter the Delivery Point or any other part of the Municipal Network Owner's equipment, the Property Owner shall pay any costs associated with the relocation or alteration.

4. Transfer of property

4.1 In the event of the transfer of the property, the Property Owner undertakes to include reservations in relation to the new owner regarding the rights of use granted to the Municipal Network Owner under this Agreement and the Municipal Network Owner's ownership of the Municipal Network Owner's equipment and any other property belonging to the Municipal Network Owner.

4.2 In the event of a transfer, the Property Owner shall ensure that the new owner assumes all rights and obligations under this Agreement, provided that prior to this the Property Owner has not served notice of termination of the Agreement as per the applicable provisions. In the event of a transfer of the property, the Property Owner shall immediately inform the Municipal Network Owner in writing of the transfer and the party to which the transfer has been made, as well as of the manner in which the Property Owner's obligations under this Agreement have been fulfilled.

5. Delay

5.1 If a party anticipates a definite or probable delay, the other party shall immediately be notified thereof in writing. Such notification shall include the reason for the delay and, where possible, the estimated time of delivery or receipt.

5.2 If a delivery delay is due to the Property Owner or any circumstance related to the Property Owner, the Municipal Network Owner is entitled to postpone the Agreed Delivery Date to the extent thereby required. In such cases, the Property Owner shall compensate the Municipal Network Owner for agreed fees from the original Agreed Delivery Date and for any other direct costs incurred by the Municipal Network Owner due to the delay.

5.3 If the delivery delay is due to the Municipal Network Owner, the Property Owner is entitled to cancel the delivery if the delivery delay is more than three (3) months after the Agreed Delivery Date.

6. Fees and terms of payment

6.1 A party shall pay invoiced fees in accordance with the terms and conditions of the Agreement and the Municipal Network Owner's current price list.

6.2 The terms of payment for consumers are 20 days. The terms of payment for businesses are 30 days. If payment is not made on time, a party is entitled to claim, in addition to the invoiced amount, interest in accordance with section 6 of Sweden's interest act as of the due date specified on the invoice, as well as compensation for any costs associated with the delay. These costs include reminder fees, debt collection fees and any other related fees.

6.3 Price changes due to altered tax rates or the introduction of statutory fees may be made and can be implemented without prior notice.

7. Municipal Network Owner's equipment

7.1 The Municipal Network Owner owns and is responsible for all equipment up to the Delivery Point. All other equipment the Municipal Network Owner provides to the Property Owner also remains the property of the Municipal Network Owner unless otherwise agreed.

7.2 The Property Owner undertakes to keep the Municipal Network Owner's equipment in good condition and not to alter, modify or complement said equipment without the consent of the Municipal Network Owner. Should such equipment be lost or damaged, the Property Owner shall pay compensation for the lost or damaged equipment and compensation for any dismantling and installation as per the Municipal Network Owner's current price list.

7.3 The Property Owner is responsible for ensuring that any of the Municipal Network Owner's equipment stored in premises at the disposal of the Property Owner is neither damaged nor stolen.

7.4 Upon the termination of the Agreement, the Municipal Network Owner shall have the right to immediately repossess its equipment. In connection with the repossession of installed equipment, the Municipal Network Owner has no obligation to the Property Owner to carry out any restoration work in the location where the Municipal Network Owner's equipment was installed. If the Municipal Network Owner would like certain equipment to remain within the property even after the termination of this Agreement, and the Property Owner cannot be considered to be inconvenienced by this, the Municipal Network Owner shall be granted such a right without special compensation to the Property Owner.

8. Property network

8.1 The Property Owner provides and is responsible for the property network within the property from the Delivery Point.

8.2 The property network shall fulfil the current provisions of all applicable legislation and the Municipal Network Owner's current regulations for connection to the Municipal Network, as well as be marked and documented as per the applicable Swedish standard.

8.3 The Property Owner acknowledges that the technical requirements for the property network may be subject to change to enable the property's tenants using the Municipal Network to benefit from new services developed by the Municipal Network Owner and/or service providers.

8.4 The Property Owner undertakes not to alter or otherwise implement measures affecting the connected property network without first consulting the Municipal Network Owner.

8.5 The Property Owner shall upon request provide the Municipal Network Owner with the opportunity to inspect the property network connected to the Municipal Network. If the Property Owner so requests, any such inspection shall be conducted together with the Property Owner.

8.6 In the event that activities in the Property Owner's connected property network can be assumed to be disrupting the Municipal Network, or another network or equipment connected to or users of the Municipal Network, the Property Owner is obliged to immediately disconnect any such equipment should the Municipal Network Owner so request.

8.7 If the Property Owner fails to immediately rectify the breach following notification thereof, or if the situation requires immediate action, the Municipal Network Owner has the right to disable the property connection or any other service with immediate effect.

9. Troubleshooting, service and maintenance

9.1 Faults shall be reported to the service organisation specified in the Contract. The parties are obliged to check that the fault is not due to their part of the network.

9.2 In the event of disruptions in the property network, including planned maintenance work in the property, the Property Owner is obliged to notify the Municipal Network Owner, as well as housing and commercial tenants and any other parties with a right of use at the concerned property.

9.3 The Municipal Network Owner is obliged to rectify faults in the Municipal Network Owner's equipment within a reasonable time. The Municipal Network Owner is not responsible for faults, outages or other disruptions in the property network.

9.4 If the fault is localised to the Property Owner's part of the network, the Property Owner is obliged to pay compensation for troubleshooting and any subsequent measures to rectify the fault as per the Municipal Network Owner's current price list.

10. Compensation and limitation of liability

10.1 If the property connection has not been usable due to negligence on the part of the Municipal Network Owner, the Property Owner is entitled to compensation in accordance with Sweden's national legislation on compensation.

10.2 The Property Owner's right to compensation is calculated from the point at which the Property Owner reported the delivery delay or the fault to the Municipal Network Owner.

10.3 The compensation does not include indirect damages, such as loss of business, and nor does it include inconvenience, damages or losses outside the control of the Municipal Network Owner. The latter include loss of profits, data breaches, loss of data, impediments to fulfilling obligations to third parties and inability to utilise agreements.

10.4 There is no right to compensation for any time during which the Municipal Network Owner has been able to offer the Property Owner an alternative solution, which the Property Owner could reasonably be expected to accept, or after the point at which the Property Owner has exercised the right of cancellation set out above.

10.5 The Municipal Network Owner's liability per calendar year is limited to an amount not exceeding two (2) times the price base amount, as defined in Sweden's national insurance act, applicable at the time the damages were incurred.

10.6 Claims for compensation must be made within a reasonable time of the reason for the claim being discovered or having ought to have been discovered.

11. Agreement period and termination

11.1 An agreement shall only be deemed to have been entered into once:

The Municipal Network Owner has received and approved the Property Owner's order and has thereafter forwarded the Property Owner a copy of the Agreement signed by both parties or, in applicable cases, the Municipal Network Owner has forwarded the Property Owner its acceptance of a confirmed order.

11.2 The Agreement is valid for whichever period is specified in the Contract.

11.3 If neither party has provided written notice of termination of the Agreement at least three (3) months before the end of the agreement period, the Agreement is extended for a one-year period, again with a mutual period of notice of three (3) months.

11.4 Notice of termination of the Agreement shall be made in writing.

12. Early termination

12.1 Each party has the right to terminate the Agreement with immediate effect if the other party commits a material breach of contract and fails to rectify matters within one (1) month of a written request to do so.

12.2 Each party has the right to terminate the Agreement with immediate effect if the other party goes bankrupt, enters into negotiations with creditors or can otherwise reasonably be assumed to be insolvent and unable to pay its debts as they fall due.

12.3 If the Municipal Network Owner terminates the Agreement early due to a material breach of contract, the Property Owner shall pay compensation to the Municipal Network Owner in an amount equal to the sum of all outstanding fees under the Agreement discounted to present value or, if the actual damages exceed this amount, an amount equal to the actual damages.

13. Transfer of the Agreement

13.1 The Municipal Network Owner has the right, without the Property Owner's consent, to transfer the Agreement to another party with which the Property Owner can reasonably be expected to be satisfied and which in such a case assumes all rights and obligations of the Municipal Network Owner under the Agreement. The Municipal Network Owner is obliged to notify the Property Owner of such a transfer.

14. Force majeure

14.1 If a party is prevented from fulfilling this Agreement due to circumstances beyond its control that could not reasonably have been anticipated at the time the Agreement was entered into, and the consequences of which said party could not reasonably have avoided or overcome at reasonable cost, this shall constitute a basis for exemption from any obligations to perform or for the postponement of the time of such performance, as well as for exemption from penalty.

14.2 Responsibility falls to the party wishing to invoke the above circumstances to inform the other party immediately in writing of the situation and when it is expected to end. If the performance of the Agreement is prevented to a significant extent for more than three (3) months due to such circumstances as those mentioned above, the other party, without any obligation to provide compensation, has the right to withdraw from the Agreement with immediate effect by providing written notification thereof.

15. Validity and amendments

15.1 In the event of any conflicting stipulations between the agreement documents, the order of precedence is as follows:

1. Contract
2. Special Terms and Conditions
3. General Terms and Conditions

15.2 In cases where the Contract specifies a fixed agreement period, the Municipal Network Owner is not entitled to amend the stipulations of these General Terms and Conditions within this fixed period. Following this period, the Municipal Network Owner is entitled to amend the terms and conditions by providing written notification to the Property Owner no later than three months and one week before a new agreement period begins.

16. Notifications

16.1 The Property Owner shall specify the address to which the Property Owner wants the Municipal Network Owner to send invoices and other notifications. Unless otherwise stated above, notifications shall be provided in writing by letter or e-mail to the addresses specified by the parties in the Contract or as subsequently amended by written notification.

16.2 Notices regarding network outages and disruptions are provided on the Municipal Network Owner's website.

16.3 Each party shall appoint a contact person who is specified in the Contract. Any change of contact person shall be notified to the other party in writing.

17. Disputes

17.1 Disputes shall be settled in a Swedish court under Swedish law.

General Terms and Conditions for Broadband Connection to Municipal Network in Sweden – Consumer

1. General

1.1 These General Terms and Conditions apply to a Broadband Connection for private use. Where applicable, the Special Terms and Conditions also apply. Separate agreements are entered into with service providers for services offered over the connection.

1.2 The Supplier registers the Customer's personal data in connection with the order being placed. The Customer is aware of and accepts that the Supplier uses these details to provide the connection and the agreed services, as well as for statistical and marketing purposes. The Customer has the right to request, in writing, that their personal data not be used for marketing purposes.

2. Definitions

For the purposes of this Agreement, the following definitions apply:

2.1 Agreement

The Agreement is comprised of a Contract, these General Terms and Conditions and, where applicable, the Special Terms and Conditions.

2.2 Supplier

The Supplier refers to the legal person specified in the Contract under the section "Supplier details".

2.3 Customer

The Customer refers to the natural person specified in the Contract under the section "Customer details".

2.4 Municipal Network

The communications network with broadband capacity owned by the Supplier.

2.5 Broadband Connection

The connection to the Municipal Network that the parties have entered into an agreement on and that is specified under the "Agreed specification" section of the Contract.

2.6 Supplier's equipment

Equipment owned by the Supplier that is necessary to activate and maintain the Broadband Connection to the Municipal Network.

2.7 Agreed Delivery Date

The date on which the Broadband Connection shall fulfil the agreed specification as set out in the Agreement.

3. Supplier's equipment

3.1 In cases where the Supplier provides the Customer with equipment, this equipment remains the property of the Supplier unless otherwise agreed.

The Customer undertakes to keep the Supplier's equipment in good condition and not to alter, modify or complement it without prior consent. The Customer shall compensate the Supplier for the cost of restoring lost or damaged equipment to the extent that the damage is due to negligence on the part of the Customer.

3.3 The Customer is not entitled, without the Supplier's written consent, to grant third parties the right of use of the Supplier's equipment.

3.4 Following agreement, the Customer shall provide the Supplier with access to their home to the extent necessary under the Agreement between the parties.

4. Customer's equipment

4.1 The Customer acknowledges that the technical requirements for the Customer's equipment may be subject to change to enable the Customer to benefit from new services developed by the Supplier and/or service providers.

4.2 In the event that the Customer's connected equipment can be assumed to be disrupting the Municipal Network, or another network equipment connected to other users of the Municipal Network, the Customer is obliged to immediately disconnect any such equipment should the Supplier so request.

4.3 If so requested, the Customer shall allow the Supplier to inspect equipment connected to the Municipal Network. If the Customer so requests, any such inspection shall be conducted together with the Customer.

4.4 If the Customer fails to rectify the breach as soon as possible following notification thereof, the Supplier has the right to disable the Broadband Connection and terminate the Agreement with immediate effect. The Supplier is entitled to compensation if the breach on the part of the Customer is due to gross negligence.

5. Use of the Broadband Connection

5.1 The Customer's equipment may not be installed such that it enables connections to the Municipal Network from computers outside the Customer's own household.

5.2 The Customer is only entitled to make private use of the connection to and services available over the Municipal Network.

5.3 The Customer is not to unlawfully access connected network or computer resources, whether they be the property of the Supplier or any other party, and nor are they to unlawfully destroy or corrupt information in the network. The customer shall in all other respects comply with the applicable legislation.

5.4 The Customer is fully responsible for any damages caused by themselves or a party to which they provide access to the Municipal Network, with such damages including hacking, damage to third parties and criminal acts.

6. Fees and terms of payment

6.1 The Customer shall pay invoiced fees in accordance with the terms and conditions of the Agreement and the Supplier's current price list. Invoicing begins on the day the Broadband Connection is activated.

6.2 The terms of payment for consumers are 20 days. If payment is not made on time, the Supplier is entitled to claim, in addition to the invoiced amount, interest from the Customer in accordance with section 6 of Sweden's interest act as of the due date specified on the invoice, as well as a reminder fee, debt collection fees and any other associated fees.

6.3 Price changes due to altered tax rates or the introduction of statutory fees may be made. The Supplier should inform the customer accordingly.

7. Delay

7.1 If a party anticipates a definite or probable delay, the other party shall immediately be notified thereof in writing. Such notification shall include the reason for the delay and, where possible, the estimated time of delivery or receipt.

7.2 If a delivery delay is due to any circumstance related to the Customer, the Supplier is entitled to postpone the Agreed Delivery Date to the extent thereby required. In such cases, the Customer shall compensate the Supplier for agreed fees from the original Agreed Delivery Date.

7.3 If the delivery delay is due to the Supplier, or a subcontractor to the Supplier, Sweden's consumer services act entitles the Customer to cancel the delivery.

8. Troubleshooting, service and maintenance

8.1 Faults shall be reported to the service organisation specified in the Contract. Before reporting a fault, the Customer shall ensure that the fault is not due to their own equipment or to services supplied by third parties.

8.2 The Supplier is obliged to rectify faults in the Broadband Connection as soon as possible. The Supplier is not responsible for any faults, outages or other disruptions affecting equipment owned by the Customer or any other party or if any unauthorised alterations have been made to the Supplier's equipment.

8.3 If the fault is not of a nature for which the Supplier is responsible, the Customer is obliged to pay compensation for troubleshooting and any subsequent measures to rectify the fault as per the Supplier's current price list.

9. Changes to the Municipal Network and planned network outages

9.1 In cases where network outages are scheduled, commonly referred to as maintenance windows, these times are specified in the Contract.

9.2 The Supplier is entitled to temporarily disable the Municipal Network and/or implement measures that affect the availability of the Municipal Network when necessary for technical, maintenance, operational or security reasons. The Supplier shall implement such measures promptly and in a manner that minimises any disruption.

9.3 The Supplier is entitled to implement with immediate effect any changes to the Municipal Network arising from laws, ordinances or official directives.

10. Compensation and limitation of liability

10.1 If the Broadband Connection has not been usable due to circumstances for which the Supplier is responsible, the Customer is entitled to a discount as set out below. If the Supplier or one of its employees has caused damages due to gross negligence, compensation may also be paid.

10.2 The Customer's right to a discount is calculated from the time at which the Customer reported the delivery delay or fault to the Supplier. A discount is provided in an amount equal to the price of the delivery for the period of the delay or outage.

10.3 Compensation does not include indirect damages such as loss of business, loss of profits, impediments to fulfilling obligations to third parties and inability to utilise agreements.

10.4 There is no right to a discount or compensation for any time during which the Supplier has been able to offer the Customer an alternative solution that the Customer could reasonably be expected to accept. Nor is there any right to a discount or compensation for outages/delivery delays lasting less than 48 hours.

10.5 The Supplier's liability per calendar year is always limited to an amount not exceeding two (2) times the price base amount, as defined in Sweden's national insurance act, applicable at the time the damages were incurred.

10.6 Claims for compensation must be made within a reasonable time of the reason for the claim being discovered or having ought to have been discovered.

11. Suspension of Broadband Connection

11.1 A suspension of the Broadband Connection means that the Customer's connection is disabled until the circumstances leading to the suspension are resolved.

11.2 The Supplier may suspend the Broadband Connection without prejudicing the Supplier's other rights if:

- a. The Customer has not paid fees or other costs within ten (10) banking days of a reminder to do so, in which case the suspension may begin no sooner than ten (10) working days after notification thereof.
- b. The Customer has failed to disconnect equipment that is interfering with another user or network traffic in general despite a request to do so.
- c. The Supplier is not provided with the opportunity to inspect and/or rectify its own or the Customer's connected equipment within reasonable time.
- d. The Supplier has legitimate reasons to suspect that the Customer is abusing the Municipal Network.

11.3 The Customer is obliged to pay fees during the time that the Broadband Connection is suspended and to pay a reconnection fee where applicable. The obligation to pay set out in this section remains in force until either the Agreement or the suspension is terminated.

12. Agreement period and termination

12.1 An agreement shall be deemed to have been entered into once:

- Both parties have signed the Contract; or
- The Supplier, where applicable, has confirmed the order in writing; or
- The Broadband Connection or service has been activated for use, if the above occur earlier.

12.2 The Agreement is valid for the period specified in the Contract.

The Customer shall provide Wexnet AB with notice of termination of their Wexnet broadband agreement via the self-service pages at www.wexnet.se, by visiting the company in person, in writing or by phone.

The following apply to customers with products from Växjö Energi AB and/or Växjö Energi Elnät AB:

If neither party has terminated the Agreement within the initial fixed term of three (3) months, the Agreement is extended until further notice. The period of notice for the broadband service is then aligned with that of the other products.

The following apply to customers with products from Wexnet AB only:

If neither party has terminated the Agreement within the initial fixed term of three (3) months, the Agreement is extended until further notice. Upon notice of termination, the broadband agreement is terminated as requested, although no earlier than the date such notice is provided.

For customers with ADSL from Wexnet AB

If neither party has terminated the Agreement within the initial fixed term of three (3) or twelve (12) months, respectively, the Agreement is extended until further notice. The period of notice following the initial fixed term is 30 days from the date such notice is provided.

13. Early termination

13.1 The Customer is entitled to terminate the Agreement early within the initial fixed term of three (3) months if they move from the address to which the Agreement relates. In all other respects, the stipulations of section 12.2 apply.

13.2 Each party has the right to terminate the Agreement with immediate effect if the other party commits a material breach of contract and fails to rectify matters within one (1) calendar month of a written demand to do so. Any circumstance that entitles the Supplier to suspend the Broadband Connection shall always be considered a material breach of contract regardless of whether the Supplier suspends the connection. If the connection has been suspended, notice of termination may not be provided once the matter has been resolved.

13.3 Each party has the right to terminate the Agreement with immediate effect if the other party goes bankrupt, enters into negotiations with creditors or can otherwise reasonably be assumed to be unable to pay its invoices under this Agreement as they fall due.

13.4 If the Supplier terminates the Agreement as per section 13.2, the Supplier is entitled to compensation equal to the sum of outstanding fees under the Agreement or, in the case of gross negligence on the part of the Customer, the actual damages.

14. Transfer of the Agreement

14.1 The Supplier has the right, without the Customer's consent, to transfer the Agreement if the Customer can reasonably be expected to be satisfied with the change. The party to which the Agreement is transferred assumes all rights and obligations of the Supplier under the Agreement.

14.2 The Customer is not entitled to transfer their rights and/or obligations under the Agreement without the Supplier's written consent.

15. Force majeure

15.1 If a party is prevented from fulfilling this Agreement due to circumstances beyond its control that could not reasonably have been anticipated at the time the Agreement was entered into, and the consequences of which said party could not reasonably have avoided or overcome at reasonable cost, this shall constitute a basis for exemption from any obligations to perform or for the postponement of the time of such performance, as well as for exemption from penalty.

15.2 Responsibility falls to the party wishing to invoke the circumstances set out in section 15.1 to inform the other party immediately in writing of the situation and when it is expected to end. If the performance of the Agreement is prevented to a significant extent by such circumstances for more than three (3) months, the other party, without any obligation to provide compensation, has the right to withdraw from the Agreement with immediate effect having provided written notification thereof.

16. Validity and amendments

16.1 In the event of any conflicting stipulations between the agreement documents, the order of precedence is as follows:

1. Contract
2. Special Terms and Conditions
3. General Terms and Conditions

16.2 In cases where the Contract specifies a fixed agreement period, the Supplier is not entitled to amend the stipulations of these General Terms and Conditions within this fixed period. Following this period, the Supplier is entitled to amend the terms and conditions by providing written notification to the Customer at least one (1) calendar month before the new terms and conditions enter into force.

17. Notifications

17.1 Invoices and other notifications are sent by letter or e-mail to the addresses specified by the parties in the Contract or as subsequently amended by written notification.

17.2 Whenever possible, notices regarding network outages and disruptions are provided on the Supplier's website.

18. Disputes

18.1 Where possible, any dispute concerning the interpretation or application of this Agreement, as well as any related legal relationships, shall be resolved by negotiations between the parties. The dispute may be referred to Sweden's National Board for Consumer Disputes to the extent it falls within the Board's remit. If the dispute cannot be resolved in this way, the matter shall be heard in a general court, initially in the town where the Customer lives.

Special Terms and Conditions for Fibre Broadband Connection – Consumer

1. General

1.1 These Special Terms and Conditions apply in addition to the General Terms and Conditions for Fibre Broadband Connection. These Special Terms and Conditions apply to both consumers and businesses. Together with the other terms and conditions specified in the Customer's order, these Special Terms and Conditions and the General Terms and Conditions comprise the Agreement between the Supplier and the Customer.

1.2 The provisions of these Special Terms and Conditions take precedence over the General Terms and Conditions should they conflict in any respect.

2. Additional prerequisites

2.1 An existing agreement for a property connection is a prerequisite for this Agreement. If no such agreement is in place, this Agreement shall only enter into force once a property connection has been delivered.

If the property connection agreement is terminated, Wexnet will terminate its agreements with all concerned consumers and businesses.

2.2 Faults are to be reported to the service provider in the first instance, and only thereafter to Wexnet's customer centre by calling 0470-70 33 33.

2.3 Maintenance windows for planned outages are scheduled for midnight Tuesday to 5 am Wednesday. The Supplier provides notice via its website, www.wexnet.se, seven (7) days before the maintenance window is used.

Special Terms and Conditions for ADSL Broadband Connection – Consumer

1. General

1.1 These Special Terms and Conditions apply in addition to the General Terms and Conditions for ADSL Broadband Connection. These Special Terms and Conditions apply to both consumers and businesses. Together with the other terms and conditions specified in the Customer's order, these Special Terms and Conditions and the General Terms and Conditions comprise the Agreement between the Supplier and the Customer.

1.2 The provisions of these Special Terms and Conditions take precedence over the General Terms and Conditions should they conflict in any respect.

2. Additional prerequisites

2.1 If the Customer does not have a land line subscription, ADSL can still be delivered, although the fee is slightly higher.

2.2 Faults are to be reported to the service provider in the first instance, and only thereafter to Wexnet's customer centre by calling 0470-70 33 33.

2.3 Invoicing begins on the day Skanova implements the connection.

2.4 Consumers and businesses are referred to the applicable terms and conditions of the chosen agreement period. Following this, the Agreement runs until further notice. The Agreement ends on the last day of the month following the month in which either party provides notice of termination.

2.5 Maintenance windows for planned outages are scheduled for midnight Tuesday to 5 am Wednesday. The Supplier provides notice via its website, www.wexnet.se, seven (7) days before the maintenance window is used.

3. Additional limitations of liability

3.1 In order for ADSL broadband to work, the copper wiring between the telephone exchange and the delivery point must be capable of hosting a broadband connection and the distance must not be too far. These parameters are tested and evaluated in each individual case. Accordingly, no broad guarantee can be provided for the ability to deliver an ADSL service and as such the Supplier declines delivery responsibility for locations where the connection quality is too poor.

FIBRE FOR THE FUTURE

Wexnet – part of Våxjö Energi

Box 497 • 351 06 Våxjö • Kvarnvägen 35
0470-70 33 33 • info@wexnet.se • wexnet.se

The logo for WEXNET, featuring the word "WEXNET" in a bold, green, sans-serif font.