

**GENERAL CONDITIONS OF THE STANDARD CONTRACT FOR NATURAL GAS
SUPPLY FOR THE END USE CUSTOMERS THAT BENEFIT FROM PUBLIC
SERVICE SUPPLY**

Approved with ERE Board Decision no. 166, dated 22.10.2020

Contract No. _____

FIRST PART

Signed today on _____, in _____

Parties in the Contract:

Public Service Supplier _____, registered as legal person, according to the legislation into force, based on National Registration Center decision No. _____, dated _____, with Identification Number at the tax authorities _____ and with natural gas Supply License as well as charged with public service obligation of supply approved with ERE Board Decision No. _____, dated _____, in the official address: _____ Albania, represented by the authorized person Mr./Mrs. _____, identified hereinafter as the Supplier.

And

The end-use customer who benefits from public service supply, _____, represented by _____ (Name, father's name, Surname of the Legal Representative of the Customer) in the address: Street _____, Building _____, Ap. _____, Administrative Unit No...; City / Village _____, phone number _____, identified via his/her identification document: Passport number / ID number.

Connection Point in Natural Gas network

Address of the end – use Customer for the invoice delivery service.....

Phone number e-mail address (if any).....

The parties agree that the SECOND PART “Terms and Conditions”, is an integral part of this Contract.

SUPPLIER

CUSTOMER

SECOND PART

TERMS AND CONDITIONS

Article 1 Purpose

The purpose of this contract is to provide natural gas supply service as a public service, within the activity of natural gas supply service to end – use customers.

Article 2 Legal Basis

This contract is drafted based on article 75, 89, 92, 93, 94, 95, 96, 97, 98 of Law no. 102/2015 "On Natural Gas Sector" as amended and also Law no. 9902, dated 17.04.2008, "On consumer protection" as amended, Law no. 9887, dated 10.03.2008, "On the protection of personal data", as amended.

Article 3 Object of the contract

3.1 The object of this contract is the supply with natural gas by the Licensed Supplier charged with public service obligation of supply and the customer's obligation to pay for the consumed natural gas, in conformity with the terms and conditions of this Contract.

3.2 Natural Gas supply for the end-use customer by the Licensed Supplier in the connection point of the system is required by the end-use customer to obtain the following technical parameters:

- The required quantity__m³ / k W h
- Pressure_____Bar
- Quality according to the producers report

Article 4 General provisions

4.1 The general conditions set out on this contract are valid for all customers who benefit from the public service of natural gas supply. The customer is not allowed to offer or sell natural gas to other customers from his connection point.

4.2 The Supplier is obliged to protect and not disclose the personal data of the Customer, in conformity with Law no. 9887, dated 10.03.2008 "On the Protection of Personal Data" as amended. The Customer's personal data may be provided by the Supplier in the following circumstances:

- Upon Customer's consent;
- When meeting the contractual obligations of the Supplier regarding the compliance of distribution service of natural gas invoices and/or collection of obligations.
- Implementing the legislation into force.

4.3 "The supplier is obliged that, when collecting personal data, for the purpose of this contract, must inform the provider of this data based on Article 18 of Law No. 9887/2008 and the supplier is also responsible for preserving the same format of the data, in order to allow the identification of data providers for a particular time, but not longer than is necessary for the purpose of which they were collected or further processed, referring to letter d) of point 1 of article 5 of the same law.

Article 5 **Signing the contract**

5.1 Any person who is not a debtor to the Supplier and has an approved connection point in the natural gas distribution network as well as meets the requirements set out in the law for Natural Gas Sector, shall have the right to request the signing of the natural gas supply contract.

5.2 Any customer who has obtained the "vulnerable customer" status, according to the provisions in Article 97 of Law no. 102/2015 "On Natural Gas Sector" and who is also registered as such, shall have the right to be supplied from the public service supplier.

5.3 The end-use customer who requests to sign a contract with the supplier charged with the public service of supply shall submit a written request to each representative of the Supplier from whom he/she obtains the supply service, accompanied by the documentation specified in this contract.

5.4 The supplier after reviewing and verifying all the required documentation, shall sign the contract with the Customer within 15 calendar days, from the request of the applicant

5.5 If the applicant's request is not accompanied by the complete documentation, the Supplier within 7 calendar days, shall inform the applicant in written form regarding the observed deficiencies. The applicant shall submit the missing documentation within 7 calendar days from receiving the information. The request shall be rejected in case of failure to complete this

documentation. The supplier shall inform the applicant in written form, on the address defined by the applicant in the request for supply, at any case of accepting or not its request.

5.6 For a facility that was previously supplied with natural gas, the Supplier shall ensure the sign of the new contract, within 7 calendar days from the submission of the request and completion of the relevant documentation by the interested subject.

Article 6

Suspension and termination of the contract

6.1.1 The Supply Contract shall be signed for an indefinite period and can be terminated only in the cases provided below:

6.1.2 On Customer's request, after executing all the liquidations and according to the conditions defined on Article 6.2.

6.1.3 On the Supplier's initiative, in case of breach of Contract essential obligations/ conditions by the Customer, for which the customer is previously notified in written form. Essential breaches of Contract terms and conditions from the Customer shall be considered:

- a- If the Customer fails to pay natural gas obligations, including overdue interest, within one month after the interruption of natural gas.
- b- If it is evidenced by the Supplier that the Customer is illegally supplied with natural gas
- c- If the Customer, continuously does not enable access to the Supplier for more than 3 months for the reading and verification of meters and installations and when the meter or the metering system is within the boundaries of its property.
- d- If the customer after receiving the written notification from the supplier within the terms provided by the law, for the amendment of the terms in the contract approved by ERE, does not adopt measures for their implementation.

6.1.4 Natural Gas supply for the customers that have obtained the "vulnerable customer" status, shall be interrupted only according to the conditions provided in the Regulation approved by ERE, according to Article 97 of Law no. 102/2015 "On Natural Gas Sector".

6.2. If the Customer requires to suspend / terminate the Natural Gas Supply contract, he shall inform the Supplier in writing, prior 15 calendar days and shall liquidate all liabilities to the Supplier no later than 30 days from the termination or suspension of contract. To the customer shall be issued the confirmation for collecting the contract interruption tariff (respective payment order for the collection if applied by the Supplier). The customer is not responsible for any liability that may result to the Supplier with the termination of the 30 daily term after submitting the request (time on which are liquidated all the financial obligations).

6.3. The customer may request the reactivation of the natural gas supply service, at any Supplier's representative, that shall guarantee the gas supply within 48 hours, from the moment of submitting the request.

6.4. With the termination of the natural gas supply contract, the Supplier shall immediately terminate the natural gas supply at the connection point, through the distribution operator. After the disconnection, the supplier shall perform the reading and shall calculate the last invoice as well as shall seal the disconnection point, using a different seal from the connection seal in accordance with the legislation into force.

6.5. The Customer is responsible for settling the obligations related to the consumption of natural gas until the moment of termination of the contract. In any case the customer is not responsible for any liability to the supplier after the expiration of the period provided in Article 5.2.

Article 7

Obligations of the supplier

7.1. The Supplier, pursuant to Law no. 102/2015 "On Natural Gas Sector" has the obligation to supply the customers with natural gas, in accordance with the signed contract, in a safe, reliable and efficient manner.

7.2. The supplier, in addition to the general obligations specified in the contract, informs the customers, in the respective invoices, regarding:

- a) their right to select and switch the supplier for free, after having executed all previous natural gas obligations;
- b) current consumption and costs of natural gas, in order to enable the management of gas consumption by customers;
- c) different methods of payment, which shall not be discriminatory between customers. Prepaid systems, if applicable, shall be fair and reflect expected consumption;
- d) the procedure for settling the disputes and complaints between the supplier and the customer.
- e) shall make public, by advertising in its representative offices and on the website the procedures for the suspension and interruption of the natural gas supply contract.
- f) shall inform in writing, the end-use customer in case of non-payment of energy as well as the measures to be taken for the collection of the obligation according to the provisions of Law no. 105/2015 "On Natural Gas Sector" as amended, and Law no. 8662, dated 18.09.2000 "On the handling as an executive title of the electricity invoice consumption", as amended
- g) the Supplier shall provide online access to the customer invoice for any end-use Customer guaranteeing the confidentiality of Customer data and invoice.

Article 8
The rights of the end use customer

8.1. The end use customer shall be entitled:

- a) to be supplied with natural gas in accordance with the conditions set out in this contract;
- b) to submit a complaint to the representative offices of the supplier and at ERE, if not supplied according to the conditions set out in the contract;
- c) to benefit from the supplier a non-discriminatory handling;
- d) to obtain all necessary information from suppliers in conformity with Article 6 of this contract;
- e) the right to select and switch the supplier for free, after having executed all the
- f) previous natural gas obligations;
- g) to receive full, written information on prices, tariffs, standard terms and conditions, regarding the access to and use of natural gas services;
- h) shall use different payment mechanisms and be protected from unfair invoicing methods;
- i) shall not pay any additional costs related to the switch of the supplier;
- j) to benefit from a transparent and simple procedure for handling their complaints, which, when it is possible, provide for a reimbursement and/or compensation system;
- k) to be informed, without additional costs, about its consumption and the respective costs of natural gas, depending on the metering equipment, with which the customer is equipped;
- l) Customers have the right to install additional units of measurement at their request and expense.

Article 9
Obligations of the end-use-customer

9.1 The end-use customer has the following obligations towards the Supplier:

- a) shall pay for natural gas, in accordance with the conditions of the contract;
- b) shall enable to the Distribution System Operator the installation, maintenance and reading of the metering equipment to measure the natural gas consumption after being notified in writing 48 hours in advance.
- c) shall met the conditions of the supply contract
- d) The end-use customers are responsible towards the supplier for the caused imbalances, in

accordance with ERE decisions, which decides on the exemption from the obligation of imbalances, for certain categories of end-use customers, who are supplied on the basis of universal supply service as a public service obligation.

Article 10 **Natural gas price**

10.1 Pursuant to the legislation in force regulating the natural gas sector, the price of natural gas is defined by the Energy Regulatory Authority (ERE). The Customer in their natural gas consumption invoice is informed about the price, its components, hourly tariff structure or according to the consumption level.

10.2 The amendments of natural gas price are approved with the decision of ERE Board. The Parties in the contract agree that any amendment to the price approved with ERE decision, shall be automatically applied to the Contract.

10.3 The supplier publishes the decision on the amendment of the price, by different means of information at least 5 calendar days prior to the application.

Article 11 **Meter reading and natural gas invoicing**

11.1 The Supplier shall perform the periodic reading of the Customer's natural gas meter, in accordance with the provisions of the Metering Code, the Network Code, as well as the legislation into force for Metrology, for a period of 30 calendar days and shall submit to the end-use Customer on the address provided in the contract, the standard invoice of natural gas, within 10 days from the reading date. Any natural gas invoice shall minimally include:

- Technical data about the connection point;
- Identification data of the Customer;
- Reading date;
- Invoiced period;
- Meter reading and respective consumption for the invoiced period;
- Price per unit according to tariff structure and its components;
- The amount corresponding to invoicing period;
- Amount of taxes according to legislation in force;
- Deadline for invoice payment;
- Overdue interest applied for each day of delay;
- Possible penalties for overdue payment;
- Detailed value of Customer's debit;

Necessary information for Customer Care (including company website, telephone numbers, e-mail to address the complaints, for defects such as the right to file a complaint at ERE).

Article 12

Natural Gas Invoicing when the metering device is out of order

12.1 In case the data of the metering device are temporarily unavailable or inaccessible for a period longer than 1 month, the network operators calculate the replaced reference values, based on the methodology approved by ERE. The period for the application of reference values may not last more than 3 months.

12.2 If the Supplier fails to meet the deadline defined in point 12.1 for the installation of the regular meter, then it shall be the Supplier's responsibility and the invoicing for the days without meter past this deadline shall be zero.

12.3 In case of ascertaining inaccuracies in the measurement, the parties shall regulate the effects implementing the provisions of the Metering Code and other legal acts into force.

Article 13

Payment and terms

13.1 The Customer shall pay the obligation defined in the monthly invoice of natural gas consumption not later than 30 days, from the date of issuing the last invoice and as the case may be the respective overdue payments.

13.2 The Customer may appoint the payment arrangement of the natural gas monthly invoice with one of the options provided by the Supplier (by direct payment to Supplier's Offices, banks, post offices or by direct payments from bank accounts).

13.3 All payments under the conditions of this Contract shall contain the data such as number of bank transfer, bank account number and all other data defined on natural gas invoice, particularly contract number, invoice number and Customer's name. Based on the Agreement with the Customer, the invoices can be submitted to:

- Customer's address as defined in the Contract;
- A third person's address who is defined as payer from the Customer with his/her consent;

13.4 In all cases, the Customer is responsible to fully pay all the invoices, according to the conditions of this contract. If the Customer changes his address without notifying, he is responsible for the failure to pay natural gas invoices.

13.5 The parties agree that if there are unidentified payments executed by the Customer or other

overpayments of the invoice/s, the Supplier is entitled to balance the current actual or previous liabilities and the respective amounts shall be considered as prepayment of Customer's obligations of the succeeding month.

Article 14 Overdue interest

After the payment deadline specified in Article 13, the Customer is obliged to pay an overdue interest equal to 0.1% of the invoice value for each day of delay, but not more than the total amount of the invoice.

Article 15 Consequences of non-payment

15.1 If the Customer fails to pay the invoice within 30 days after the appointed deadline according to article 13.1, then the Supplier is entitled to interrupt the natural gas supply of the Customer, following the notification in writing submitted by the Supplier to the latter 48 hours in advance . The Supplier is obliged to realize the reconnection within 48 hours, from the execution of the liquidation and at customer's request.

15.2 If the Customer fails to pay the obligation to the Supplier within 1 (one) month from the interruption date of natural gas supply, according to Article 12, then the Supplier is entitled to unilaterally terminate the natural gas supply Contract according to point 6.1.2 notifying the customer in writing.

Article 16 Complaint on invoicing and conditions of natural gas supply

16.1 The End-Use Customer has the right to submit a complaint to the Supplier for any action or inaction of the Supplier related to rights and obligations defined on this Contract, in writing, verbally, by telephone (Call Center), or electronically.

16.2 The Supplier shall handle any complaint in accordance with the "Complaint Handling Regulation, drafted by the Supplier and approved by ERE. This Regulation is published in the offices where natural gas payments are executed, or at Customer Care Offices and on the official websites of the Supplier or ERE.

16.3 In case the Supplier does not reply to the complaint, the end-use Customer within the deadline specified in the above Regulation, or if the end-use Customer does not agree with the response given by the Supplier, then the end-use customer has the right to submit a complaint at ERE, according to the procedures defined on ERE respective Regulations. The complaint at ERE may be submitted no later than 12 months after the customer is informed about the response on handling the complaint by the supplier at the address specified in this contract.

16.4 The end-use customer may object at any time to the invoice issued by the Supplier but not later than 1 year from the date of its issuance, as in case he doubts in the invoicing accuracy, other errors evidenced on the invoice or inaccuracies in the metering system.

16.5 If it results that, after Supplier's verification, the customer is overcharged, then the Supplier:

- i. cancels the respective invoice and issues an improved one;
- ii. if the payment is executed, realizes the respective compensation at the Customer's invoice within the 3 (three) consequent months.

In case of failure to compensate within the defined term above, the Supplier shall compensate the Customer with a penalty 0.1 % per day for each day of delayed, on the amount of difference to be corrected, which shall be deductible on the upcoming invoice.

16.6 For disputed invoices by the Customer that result in invoices significantly higher than the average monthly invoices (comparable or more than twice of the average monthly invoicing of the same period), the Supplier suspends the invoice and performs the accelerated verification procedure, the cancellation and issue of the corrected invoice within 10 days.

16.7 For disputed invoices by the Customer, the supply of natural gas shall not be interrupted until the completion of the review regarding the complaint for this invoice by the Supplier.

Article 17

Installation and ownership

17.1 The Distribution System Operator shall install at the end-use Customer, in accordance with the requirements of the legislation, the natural gas metering system and connect it to the distribution network in accordance with the "Regulation on New Connections". The meter and / or metering system shall comply with the requirements of the metrology legislation and after installation shall be sealed by the system operator and the General Directorate of Metrology, or by the legal person authorized by it.

17.2 The accuracy level of natural gas meters is defined in the Metering Code, approved by ERE.

17.3 Smart metering systems may be implemented at the end-use customers in the natural gas metering activity.

17.4 Customers have the right to install additional metering units upon their request and expense.

17.5 The Customer is responsible for the quality, technical conditions and those of technical security related to the performance of gas installations inside their facility or residence.

17.6 The Customer is responsible for the maintenance (protection) of the natural gas metering system located within their property.

Article 18

Control of the metering system

18.1 The measuring equipment are verified before set into operation, through the sample method, based on random selection and at regular intervals .

18.2 Meter verification may be performed upon the request of the system operator or at the request of the Customer. Verification may be performed on site, where the meter is installed, at the General Directorate of Metrology laboratory or authorized subject. The periodicity of meters verification installed at the customer is defined in the "Metering Code". In any case, the representative of the system operator shall be present.

18.3 The control of the metering system is performed in the presence of the end-use Customer, in accordance with the legislation into force that regulates the Natural Gas Sector.

18.4 When the customer doubts about the accuracy of the measuring device, the customer submits a written request at the network operator, as well as at any other institution responsible for the verification of the metering device. The procedure for submitting a request, its review and the deadlines for notifying the applicant are approved with ERE Board Decision. When the meter verification is performed at the request of the customer and during the meter verification no inaccuracies are found, the verification expenses are paid by the customer who submitted the complaint.

18.5 In case of interventions in the metering system by the Customer, to manipulate or non-register accurately the consumed natural gas, he/she shall be pursued according to the legal provisions into force.

18.6 When after the verification are found inaccuracies at the meter and there is no evidence of intentional damage, performed by the customer, the relevant calculations of the amount of energy invoiced more or less are made, as result of inaccuracies in the meter and the way of reimbursement, according to the rules and the procedures provided in the "Metering Code".

18.7 When after the verification inaccuracies in the meter are observed and there is no evidence of intentional damage, made by the customer, then the Network Operator takes the necessary measures in order to replace the metering system, in accordance with the legislation into force.

Article 19

Supply and characteristics of natural gas

19.1 The Supplier shall ensure the uninterrupted and qualitative natural gas supply. The supplier can disconnect the supply of natural gas in the following cases:

- a) Due to force majeure – interruptions caused by extraordinary natural events and other definitions according to the law.
- b) Interruptions because of Transmission System Operator orders;
- c) To guarantee safety of life, health and property of the persons;
- d) Planned interruptions to perform maintenance work, programmed overhauls of the lines and equipment of the Distribution System, prior notifying according to the terms defined in the Regulation for the Quality of Service;
- e) Unplanned interruptions (short or long ones) – because of the defects and damages of lines and equipment of the Distribution System.

19.2 The Supplier is not responsible for the interruptions provided on letters "a", "b", "c", of this article. For the interruptions specified in letters "d" and "e" of point 19.1, the Supplier is obliged to respect the norms and procedures defined in the “Regulation on defining the standard minimum criteria of the quality of service and supply of natural gas networks”

19.3 In case of non-compliance with the norms and procedures set out in the “Regulation on defining the standard minimum criteria of the quality of service and supply of Natural Gas networks”, the Supplier is responsible for the compensation of the Customer, according to the request of the latter, in accordance with the procedure and the amount of compensation defined in the above Regulation.

19.4 In any case of compensation benefit from the Customer, when the conditions of point 16.5 are fulfilled, it is excluded the right of the Customer to legally require the caused effective damage.

19.5 The Supplier shall comply with the parameters of voltage quality, according to the "Natural Gas Distribution Code" and the parameters set out in the “Regulation on defining the standard minimum criteria of the quality of service and supply of natural gas networks”,

19.6 The Supplier is responsible for damages caused to the Customer due to voltage deviations contrary to the supply norms set out in the “Regulation on defining the standard minimum criteria of the quality of service and supply of natural gas networks” and other effective acts, if such damages occur as a result of its direct action or inaction or due to its fault.

19.7 Defining the damage caused to the Customer, as provided in the point 19.6, is agreed between the parties or in a legal way.

Article 20
Mutual provisions

20.1 After both parties are ensured for the normal operation of the supplying and metering scheme, the Supplier's representative, in accordance with the legislation in force, in the presence of the Customer, seals the clamp cover and other elements of the metering system and registers the following in the Contract:

- the seal of the Meter _____
- Series number of the meter _____
- Current reading of the meter _____
- As well as a simple gas supply scheme including the meter, determining the limits of the Supplier's and Customer's responsibilities.

20.2 Any additional amendment in a later moment of the elements defined in articles 18 and 19, shall be reflected in the contract.

Article 21
Amendments of the contract

21.1 The general conditions of the Public Service Supply Contract of natural gas are subject to amendments by ERE, according to the same procedure of their approval.

22.2 This contract enters into force on the date determined by ERE and its terms become automatically applicable to all End-use Customers, who have signed a supply contract at the time when this decision becomes effective.

22.3 If these conditions are objected by the End - use Customer, he/she may interrupt the Contract with no penalization, after executing all the obligations.

Article 22
Settling the disputes

The parties shall settle their disputes with understanding, otherwise they shall address at ERE and then to the competent court for settling the disputes.

Article 23
Applicable legislation

Regarding the issues which are not expressly regulated by this contract, other regulatory acts shall be implemented with relation to the supply as well as the Civil Code procedures.

Article 24
Entry into force

This contract enters into force after its publication in the Official Gazette.