

THE GENERAL CONDITIONS OF THE UNIVERSAL SERVICE CONTRACT FOR THE SUPPLY WITH  
ELECTRICITY OF THE END USE CUSTOMERS

Approved with ERE Board decision no. 15, dated 10.01.2018

<sup>1</sup> Contract No. \_\_\_\_\_.

FIRST PART

Signed today on date \_\_\_\_\_, in \_\_\_\_\_

From the parties in the Contract:

**Universal service supplier** \_\_\_\_\_, registered as legal person, based on the effective legislation, according to NRC decision No. \_\_\_\_\_, of \_\_\_\_\_, Identification Number at the tax bodies \_\_\_\_\_ and with electricity Supply License and is charged the obligation of universal supply service, approved with ERE Board Decision No. \_\_\_\_\_, dated \_\_\_\_\_, with its premises: \_\_\_\_\_, Albania, represented by the authorized representative Mr/Mrs. \_\_\_\_\_, identified hereinafter as the Supplier

**And**

**End use customer benefiting from the universal service of supply** \_\_\_\_\_, represented by \_\_\_\_\_ (Name, father's name, and the Surname of the Customer's Legal Representative) with address: City/Country \_\_\_\_\_, Session, \_\_\_\_\_, Street \_\_\_\_\_, Building \_\_\_\_\_, Appt. \_\_\_\_\_, phone no. \_\_\_\_\_, identified by his ID: Passport no. /ID number

**Energy delivery point** .....

**End use customer address** for service of sending the invoice.....

**Phone number** ..... email address (if any).....

The parties agree that the Second Part "Terms and Conditions" are an integral and inseparable part of this contract.

**SUPPLIER**

**CUSTOMER**

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## SECOND PART

### TERMS AND CONDITIONS

#### ARTICLE 1

##### Purpose

The purpose of this contract consists in providing the electricity supply service as a public service, within the universal service of electricity supply for the end use customers.

#### ARTICLE 2

##### Legal Basis

This contract is drafted based on articles 80, 82 83,84,85,94, 96 of Law No. 43/2015 “On Power Sector” also Law no. 9902, dated 17.04.2008 “On customer protection” as amended as well as Law no.9887, dated 10.03.2008, “On the protection of the personal data”, as amended.

#### ARTICLE 3

##### Object Of The Contract

3.1 The object of this contract is the uninterrupted electricity supply By the Supplier charged with universal supply service and the obligation of the end use customer to pay the consumed electricity, in accordance with the terms and conditions of this Contract.

3.2 Electricity supply of the end use customers, from universal service Supplier at the point required by the end use Customer is provided in these technical parameters:

- demanded capacity \_\_\_\_\_ kw or /limiters \_\_\_\_\_ A,
- voltage \_\_\_\_\_ V
- phase \_\_\_\_\_ system
- frequency 50 Hz

## ARTICLE 4

### General Provisions

- 4.1 The general conditions defined in this contract are valid for all customers benefiting from the universal supply service. The customer may not give or sell electricity from his network and the internal power system to the other customers.
- 4.2 Supplier is obliged to protect and not disclose the Customer's personal data, in conformity with Law no. 9887, dated 10.03.2008 "On the Protection of Personal data" as amended. The personal data of the Customer may be given by the Supplier in the following cases:
- Upon Customer's consent;
  - While respecting the contractual obligations of the Supplier regarding the comply of the distribution service for the electricity invoices and/or collecting the obligations.
  - Implementing the legislation in force.

## ARTICLE 5

### Signing the Contract

- 5.1 Any person has right to require the sign of the contract for electricity supply to any person who is not debtor to the universal supplier which has an approved connection point with the electricity distribution network and complies the requirements according to the "Power Sector Law".
- 5.2 The right to be supplied by the universal supply service is even to any customer acquiring the "vulnerable customer" status, according to the definitions of article 95 of Law no. 43/2015 "On Power Sector" and is registered at OSHEE company as such.
- 5.3 The end use customer that requires to sign the contract with the supplier charged with universal supply service shall submit a written request at any Supplier's Office from whom he delivers the supply service, accompanied with the documentation defined on this contract.
- 5.4 The supplier after controlling and verifying all the required documentation, signs the contract with the Customer within 15 (fifteen) calendar days from receiving the Applicant's request.

- 5.5 If the applicant's request is not accompanied with the entire documentation, the Supplier within 7 (seven) calendar days, shall inform by writing the applicant for the missing documentations. The applicant shall submit the missing documentation within 7 (seven) calendar days from receiving the notification. The request shall be refused if such documentation is not completed. The supplier shall inform by writing the applicant, on the address defined by him on the supply request, in each case for the approval or refusal of his request.
- 5.6 Regarding an object that was previously supplied with electricity, the Supplier shall provide the signature of the new contract, within 7 (seven) calendar days from submitting the request and completing the respective documentation by the interested company.

## **ARTICLE 6**

### **Suspension and Termination of the Contract**

- 6.1 The supply contract is connected for a indefinite period and may be terminated on events provided as follows:
- 6.1.1 On the request of the Customer, after the execution of all monetary obligations, and according to the conditions defined on Article 6.2.
- 6.1.2 On the initiative of the Supplier, in case of violation from the Customer of the essential obligations/conditions of the contract, for which shall be prior notified in the written form. Shall be considered essential violation of the contract conditions by the Customer the cases as follows:
- a- If the Customer fails to pay the electricity obligations including the overdue payment within 1 month after the electricity termination.
  - b- If it is evidenced from the Supplier that the Customer receives electricity in an illegal way.
  - c- If the Customer, repeatedly, does not establish access to the Supplier for more than 3 months for the reading of meters verification and installation, when the meter or the metering system is within the limits of its ownership.
  - d- if the customer even after receiving the written notification from the supplier at the terms provided by the law, for the amendment of the contract conditions, approved by ERE, does not take the measures for their implementation.
- 6.1.3 The electricity supply of the customers that benefit from the "vulnerable customers status", shall be terminated only according to the conditions provided on the Regulation approved by ERE, according to Article 95 of Law no.43/2015 "On Power Sector".
- 6.2 If the Customer requires to suspend or terminate the Electricity Supply Contract, he shall notify in the written form the Supplier 15 calendar days in priority, and shall liquidate all of the obligations to the Supplier not later than 30 days from the termination or suspension of the contract. The customer shall be issued the confirmation for collecting

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the suspension tariff of the contract (the respective invoice of the collection if applied by the Supplier). The customer is not responsible for any obligation that may result to the Supplier with the termination of the 30 days term after delivering the request (a time on which are liquidated all of the financial obligations).

- 6.3 The Customer may make the request for the re-activation of the electricity supply service, at the Supplier's representative, which shall guarantee the electricity supply within 48 hours, from the moment of delivering the request.
- 6.4 With the suspension of electricity supply contract, the Supplier shall immediately terminate the electricity supply at the connection point, through the distribution operator. With the suspension of the connection the Supplier shall perform the reading and shall calculate the latest invoice, as well as shall seal the connection point, by using a different seal from the connection one, according to the effective legislation.
- 6.5 The Customer is responsible for the execution of the obligations regarding the electricity consumption to the moment of contract termination. At any time the customer is not responsible for any obligation to the supplier after the term provided in Article 5.2.

## Article 7

### Supplier's Obligations

- 7.1. The supplier implementing Law No. 43/2015 "On Power Sector" is obliged to supply the customers with electricity, according to the contract signed in a secure, reliable and efficient way.
- 7.2. The supplier except, the general obligations defined in the contract, informs the customers on their respective invoices for:
  - a) their right to select and change for free the supplier, after having executed all the previous electricity obligations;
  - b) the current consumption and cost of electricity, to enable the management of electricity consumption by the customers;
  - c) different ways of payment, which are not discriminatory to the customers. The prepayment systems if they will be applied, shall be right and reflect the expected consumption;
  - d) the procedure of settling the disputes and the complaints between the supplier and the customer
  - f) to make public, by promoting them in their representative offices and official website the procedures of suspending and terminating the supply contract.
  - e) to inform the end-use customer in case of not-paying electricity as well as the measures that he shall take for collecting the obligation according to the provisions of Law No.43/2015 "On Power Sector" and Law No.8662 of September.18.2000 "On handling as an executive title of the electricity consumption invoice" as amended.
  - g) The supplier shall ensure the online access of the consumption invoice for any end-use customer by guaranteeing the confidentiality of the Customer's data and invoice.

## **Article 8** **Rights of the End Use Customer**

8.1. The end-use customer has the right:

- a) to be supplied with electricity according to the conditions set in this contract;
- b) submit a complaint at the Supplier's Office and at ERE, if not supplied according to the conditions set in the contract;
- c) benefit from the supplier a non-discriminatory treatment;
- ç) receive all the necessary information from the suppliers according to article 6 of this contract;
- d) the right to select and change for free the supplier, after having executed all the previous electricity obligations;
- f) receive full information by writing for the prices, tariffs and standard terms and conditions, related to the access and use of electricity services;
- e ) to use different payment mechanisms and be protected from the unfair invoicing methods;
- dh) shall not pay additional cost for the change of the supplier;
- ë) to benefit from the transparent and simple procedures of handling their complaints, which when possible, provide a reimbursement and/or compensation system.
- g) be informed, without additional cost, for its respective electricity consumption and costs, depending on the metering devices, with which the customer is supplied.
- h) customers has the right to install additional metering units on their request and expenses.

## **Article 9** **End Use Customer Obligations**

9.1 The end use customer has these obligations to the Supplier:

- a) to pay electricity, according to the contract conditions;
- b) to enable to Distribution System Operator or Transmission System Operator the installation, maintenance and the reading of devices for electricity consumption after being notified in a written form 48 in advance.
- c) to respect the conditions of the supply contract.
- d) The end use customers are responsible to the supplier for the caused imbalances, in conformity with ERE decisions which, decides to exclude from the responsibility for the imbalances, certain categories of end use customers, which are supplied according to the universal service of supply, as public service obligation.

## **Article 10**

### **Electricity Price**

- 10.1 According to the legislation in force that regulates the power sector, the electricity price is determined by the Energy Regulator Authority (ERE). The customer is informed for the price, its components, hourly tariff structure, or according to the consumption level, in the invoice for electricity consumption.
- 10.2 Electricity price changes are made with ERE decision. The parties on the contract agree that any change of price made with ERE decision shall be automatically applied in the contract.
- 10.3 The supplier publishes the decision for the price change by different means of information at least 15 (fifteen) calendar days before the application.

## **Article 11**

### **Meter Reading and Electricity Invoice**

The Supplier shall perform periodic reading of the Customer's electricity meter, in conformity with provisions of the Metering Code, Distribution Code, as well as the legislation in force for the Methodology, for a 30 calendar days period and shall send to the end-use Customer's address given on the contract, the standard electricity invoice, within 10 days from the reading date.

11.2 Any electricity invoice shall minimally contain:

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

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- Other necessary information about Customer Care (including the company's website, phone numbers, e-mail for the complaints, breakdowns as well as the right to submit the complaint at ERE).

## **Article 12**

### **Electricity 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 replacement reference values, based on the methodology approved by ERE. The implementation period of the referring values shall not last more than 3 months.

12.2 If the Supplier does not respect the deadline defined in point 12.1 for installing the regular meter, than it is the Supplier responsibility and the invoicing for the days without meter, shall be zero.

12.3 In the event of inaccuracies in the meter, the parties shall regulate the effects implementing the provisions of the Metering Code and other secondary acts in force.

## **Article 13**

### **Payment and its deadline**

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

13.2 The Customer may choose the way to pay the monthly electricity invoice by one of the possibilities provided by the Supplier (by direct payment at the Supplier's Offices, at the banks, post offices, or through direct payments from the bank accounts).

13.3 All the payments under the conditions of this Contract shall contain the data such as the number of bank transfer, account number and all the other data defined in the electricity invoice particularly, the contract number, invoice number and the Customer's name. According to the Customer's Agreement the invoices may be sent to:

- The Customer on the address defined in the contract;
- A third person's address who is authorized as payer from the Customer at his will.



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13.4 In all cases, the Customer, is responsible to fully pay the invoices according to this contract conditions. In case the Customer changes his address without informing, he is responsible for the failure to pay the electricity invoices.

13.4 The Parties agree that if there are unidentified payments made by the Customer or other over-payments of the invoice/invoices, the Supplier has the right to balance the actual obligations or those retained by the Customer and the respective amounts, shall be considered as prepayment of the next month obligations by the Customer.

#### **Article 14**

##### **Overdue interest for delayed payments**

After the deadline defined in article 13, the Customer is obliged to pay an overdue interest equal to 0.1 % of the invoice value for any delayed day, but no more that the total value of the invoice itself.

#### **Article 15**

##### **Nonpayment consequences**

15.1 If the Customer fails to pay the invoice within 30 days after the defined deadline according to article 13.1, the Supplier has the right to interrupt the electricity supply for the Customer, after the Supplier has informed by writing this last one mentioned 48 hours in advance. The supplier is obliged to perform the re-connection within 48 hours, from the payment of the obligation and on the request of the Customer.

15.2 If the Customer does not pay the obligation to the supplier within 1 month from the date of electricity supply interruption according to article 12, then the Supplier has the right to unilaterally terminate the electricity supply contract according to point 6.1.2 notifying the customer by writing.

**Article 16**  
**Complaint on invoicing and electricity supply conditions**

- 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 the rights and obligations defined in this Contract, by writing, orally, by phone (Call Center) or electronically.
- 16.2 The Supplier shall handle any complaint in conformity with the Regulation for Handling the Complaints, drafted by the supplier and approved by ERE. This Regulation is made public at the electricity payment offices, or at Customer Care Centers, and on the Supplier's and ERE website.
- 16.3 If the Supplier does not reply on the end use customer's complaint within the deadline defined in the above mentioned Regulation, or if the end use customer does not agree with the response provided by the Supplier, then he has the right to submit a complaint at ERE, according to the procedures defined in ERE respective Regulations. The complaint at ERE may be submitted not later than 12 (twelve) months **after receiving** the information from the customer for the complaint handling by the supplier on the address defined in this contract.
- 16.4 The end-use Customer may object at any time the invoice issued by the Supplier but not later than 1 year from its issuing date, when he suspects in the invoicing accuracy, other errors observed in the invoice or inaccuracies in the metering system.
- 16.5 If after the Supplier's verifications, it results that the customer is overbilled, then the Supplier:
- i. cancels the respective invoice and issues the correct one,
  - ii. if the payment is executed, realizes the respective compensation in the Customer's invoice within the next 3 months.

In case of failure to compensate within the deadline defined above, the Supplier shall compensate the Customer, following a penalty 0.1 % per day, for day of delay, on the difference value to be corrected, which is deductible on the next invoice.

- 16.6 Regarding the invoices contested by the Customer, resulting with significant invoicing larger than the average monthly invoices, (comparable or more than twice of the average monthly invoicing for the same period), the Supplier cancels the invoice and realizes with accelerated procedure the verification, cancelling and issue of the corrected invoice within 10 days.

- 16.7 For the invoices complained by the Customer, the electricity supply shall not be interrupted until the termination of reviewing the complaint for this invoice by the Supplier.

### **Article 17**

#### **Installation and ownership**

- 17.1 The Distribution System Operator shall install to the End – use customer, regarding the requirements of the legislation, the electricity metering system and connects it with the distribution network according to the “Regulation for New Connections”, the Metter and/or the metering system shall be according to the legislation for metrology and after the installation shall be co-sealed by the system operator and the DPM or the legal representative authorized from it.
- 17.2 The accuracy level of electricity meters shall be defined at the Metering Code, approved by ERE.
- 17.3 In the electricity metering activity may be implemented the intelligent meters for the end use customers.
- 17.4 The customers shall have the right to install additional metering units with their requirement and expenses.
- 17.5 The customer is responsible for the quality, the technical conditions and those of technical security regarding the performance of electricity installations inside the facility or building.
- 17.6 The customer is responsible to maintain (protect) the electricity metering system set out within the limits of its property.

### **Article 18**

#### **Control of the metering system**

- 18.1 The metering equipment's shall be verified before set into usage, through the sample method, based on random selection and periodically.
- 18.2 . The verification of the meters may be realized on the request of the system operator or the request of the Customer. The verification may be realized on-site, where the meter is installed, at the DPM laboratory or the authorized entity. The verification period of the installed meters at the customer shall be defined at the “Metering Code”. On each case shall be present the representative of the system operator.
- 18.3 The control of the metering system shall be on the presence of the end-use customer, according to the effective legislation regulating the Power Sector.
- 18.4 When the customer doubts for the accuracy of the metering equipment, he/she shall submit a written request to the network operator and any other institution responsible for the verification of the metering equipment.

The procedure for submitting a request, its review and the notification terms of the applicant shall be approved with ERE Board Decision. When the metering verification is performed on the request of the Customer and during the metering verification are not observed inaccuracies, the expenses of the verification shall be liquidated by the Customer that submitted the complaint.

- 18.5 In case of interventions to the metering system from the Customer, to manipulate or not registering correctly the consumed electricity, to this customer shall be processed according to the effective legal provisions.
- 18.6 When after the verification are observed inaccuracies to the meter, and there are no evidences for intentional damages from the customer, shall be carried out the respective calculations for the more or less invoiced electricity amount, as result of the meter inaccuracy and the reimbursement method, according to the rules and procedures provided on the “Metering Code”.
- 18.7 When after the verification there are observed inaccuracies on the meter and there are no evidences for intentional damages from the customer, by the Network Operator shall be taken the measures to substitute the metering system, according to the effective legislation.

## Article 19

### The supply and characteristics of electricity

- 19.1 The supplier shall provide uninterrupted and qualitative electricity supply.  
The supplier may interrupt the electricity supply in the following cases:
- a. Due to force majeure – the caused interruptions from extraordinary natural events and other definitions according to the law.
  - b. Interruptions due to orders of the Transmission System Operator;
  - c. To guarantee the safety of life, health and property of persons;
  - d. Planned interruptions, to perform maintenance works, the scheduled defects of the lines and the Distribution System equipment’s, by notifying in priority according to the terms defined on the Quality of Service Regulation;
  - e. Unplanned interruptions (short- or long-term ones) – due to the defects and damage of the Distribution System lines and equipment’s.
- 19.2 The supplier is not responsible for the interruptions provided on letters “a”, “b”, “c”, of this article. For the interruptions provided on letters “d” and “e” point 19.1, the supplier is obliged to respect the norms and procedures defined on the *“Regulation for the standard criteria of supply service quality and security of performance to the*

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*electricity distribution network”.*

19.3 In case of failure to respect the norms and procedures defined on the “*Regulation for the standard criteria for Supply of quality of service and security performance of the electricity distribution network*”, the Supplier is responsible for the Customer compensation, according to the request of this last one mentioned, in conformity with the procedure and the compensation measure defined at the above Regulation.

19.4 In any case the benefit of compensation from the Customer when completing the conditions of Article 16.5, does not exclude the right of the Customer to require legal approaches for the caused effective damage.

19.5 The supplier shall respect the voltage quality parameters, according to the “Electricity Distribution Code” and the parameters set on the “*Regulation for the standard criteria of Supply quality of service and performance safety to the electricity security performance of the electricity distribution network*”.

19.6 The supplier is responsible for the damages caused by the Customer due to the voltage deviations contrary to the supply rates defined on the “*Regulation for the standard criteria of quality of supply service and safety of performance to the electricity distribution network*” and other effective legal acts, if these damages are due to the direct action or inaction or due to its fault.

19.7 Defining the effective damage caused by the Customer on the event of point 19.6, is performed with an agreement between the parties or in a legal way.

## **Article 20** **Common obligations**

20.1 When both parties shall be ensured for the normal operation of the supply and the metering scheme, the Supplier’s representative, according to the effective legislation, in the presence of the Customer shall seal the cover of the meter terminal and other elements of the metering system as well as registers to the contract:

- The seal for the terminal cover \_\_\_\_\_
- The seal of the individual box \_\_\_\_\_
- The seal of the limiter before the meter \_\_\_\_\_
- The serial number of the meter \_\_\_\_\_
- The actual indication reading of the meter \_\_\_\_\_
- The phases number of the meter \_\_\_\_\_

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- Name of the electricity cabin where it is supplied \_\_\_\_\_
- As well as the simple electricity supply scheme, including the meter, where shall be defined the responsibility limits of the supplier as well as the responsibility limits of the Customer.

20.2 Any amendment in the future of the elements defined on Articles 18 and 19 shall be reflected on the contract.

### **Article 21**

#### **Amendments of the contract**

- 21.1 The general conditions of the Universal Service Contract for the Supply with electricity, are subject of ERE amendment, according to the same procedure of their approval.
- 21.2 This contract comes into force on the date specified by ERE and its conditions become automatically applicable to all End – use Customers that have signed a supply contract at the time of the entry into force of this decision.
- 21.3 In case of contestation of these conditions by the End-use Customer, they may terminate the Contract without any penalty, provided that they have previously executed all obligations.

### **Article 22**

#### **Settlement of the disputes**

The Parties shall settle with understanding their disputes, on the contrary they shall address at ERE and after that the competent court for settling the disputes.

### **Article 23**

#### **Applicable legislation**

For issues that are not expressly handled by this contract, shall be applied other regulatory acts related to supply as well as the provisions of the Civil Code.

### **Article 24**

#### **Entry into force**

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