



General contracting conditions

In accordance with the Law on Electricity and Natural Gas no. 123/2012, the general conditions regarding contracting are:

Art. 58

Contracting obligation

(1) At the written request of a final customer, the supplier is obliged to communicate, in writing, within a maximum period of 15 working days, an offer regarding the conditions of electricity supply, which must contain the supply price, the payment terms and the deadline for concluding the supply contract, drawn up in accordance with the regulations issued by the competent authority.

(2) The supply contract concluded on the basis of the provisions of para. (1) is valid for an indefinite period or for a period agreed by the parties.

(3) The final customer has the right to unilaterally terminate the supply contract, with notification sent to the electricity supplier at least 21 days in advance, in compliance with the contractual conditions.

(4) The supplier is entitled to terminate the contract in the following cases: a) the theft of electricity ascertained by a final court decision; b) non-payment of invoices; c) other situations provided by the legislation in force.

(5) The supplier is entitled to request from a final customer the constitution of financial guarantees for an equivalent consumption period of maximum one year in case of finding, according to the legal provisions in force, actions meant to distort in any way the indications of the metering equipment or to steal electricity by bypassing the metering equipment on its part. The method of constituting the financial guarantees is provided in the framework contracts for the supply of electricity and/or in other regulations issued by ANRE.

(6) The refusal to provide the guarantees provided for in para. (5) gives the supplier the right to request the distribution operator to disconnect the final customer from the network. In accordance with the Electricity Supply Regulation, the general conditions regarding contracting are:

Art. 10

(1) The supply of electricity to the final customer shall be carried out under a supply contract, if for the respective place of consumption there is a network contract(s) concluded by the supplier or by the final customer, according to the regulations in force, except for situations regulated separately by ANRE.

(2) The supply contract shall be concluded, as a rule, for a place of consumption. In cases where the final customer has several places of consumption for which the supplier is the same, a single supply contract may be concluded for all or part of the places of consumption that have the same beneficiary and the same supplier, according to the agreement of the contracting parties. The contract contains the annexes specific



to each place of consumption, and when including or excluding a place of consumption from the contract, the modification is made by means of an addendum.

Art. 17

(1) In order to supply electricity to a place of consumption, the final customer shall go through the following steps:

a) in the case of a new place of consumption, obtains the technical approval for connection and the certificate of connection of the place of consumption to the electricity network of public interest, according to the provisions of the Regulation on the connection of users to the electricity networks of public interest, approved by the Order of the President of the National Energy Regulatory Authority no. 59/2013;

b) in the case of a new place of consumption, as well as in the situation in which a new supply contract must be concluded, it addresses an electricity supplier and chooses one of the standard offers published by it or negotiates the supply conditions or resorts to the selection of the supplier through specific tender/public procurement procedures. After the parties agree on the supply conditions, they sign the supply contract;

c) by the care of the one who will conclude the network contract, the network operator to which the place of consumption is connected shall be notified of the data of the signed supply contract, respectively the validity period, the parameters of the contracted electricity, the supply conditions, the ERP that takes over the responsibility of balancing, and the network contract(s) shall be concluded by the supplier or by the final customer, unless the end customer is the holder of an existing network contract, when it remains valid, according to the regulations in force.

(2) The supply contract shall enter into force on the date provided therein, and the electricity supply by the RO shall be ensured for the period of coexistence of the supply contract, concluded under the conditions of this Regulation and notified in accordance with para. (1) letter c), with the network for the respective place of consumption.

(3) The network contract shall be concluded for an indefinite period, except in cases where the customer requests a limited duration, and shall terminate only under the conditions specified in the contract. The network contract signed by the end customer can also be concluded in the absence of a supply contract and remains valid when the supplier changes.

Art. 18

At the written request of an end customer, the supplier is obliged to communicate, in writing, within a maximum of 15 working days from the date of receipt of the request, an offer regarding the conditions for the supply of electricity on the competitive market, which contains: the supply price, the conditions and terms of payment and the deadline for concluding the supply contract.

Art. 19

The supplier cannot condition the provision of the supply service to the purchase or payment by the end customer of other services which, according to the regulations in force, do not constitute obligations of the supplier.



Art. 23

In order to conclude an electricity supply contract for a household customer, the supplier requires the following documents:

- a) the request for conclusion of the contract including the contact details, the affidavit that only domestic activities are carried out in the respective space, as well as the household customer's option regarding the type of tariff applied (in the case of the regulated contract), respectively the standard offer chosen, in the case of the household customer who chooses a standard offer;
- b) the applicant's identity document, which shall be presented in original and submitted in copy;
- c) the property deed or other document attesting the right of use over the space that is the object of the respective place of consumption. The document shall be presented in original and a copy shall be submitted, from which, upon request and for the protection of the end customer, parts not relevant to the supply service may be cut out. In situations where the final customer does not have such a document or the respective document is not definitive, but he declares in writing on his own responsibility that he legally uses the building that represents the place of consumption of electricity, as long as the place of consumption is not claimed by another person, the supplier may conclude a contract for the supply of electricity for a limited period of time, of no more than one year, with the possibility of extension, in compliance with the provisions of art. 34.

Art. 24

(1) In order to conclude an electricity supply contract with a non-household final customer, the supplier shall request the following documents:

- a) the application for the conclusion of the electricity supply contract, which contains: the name of the applicant, its headquarters, telephone, fax, e-mail address, names of the legal representatives, as well as the option of the final customer regarding the chosen offer, in the case of the final customer who chooses a standard offer;
- b) the certificate of registration with the Chamber of Commerce and Industry - National Trade Register Office, the tax code, the bank account of transfer, the name of the bank through which the client makes the payments; The final customer who does not have these documents according to the legislation presents identification documents according to the applicable legislation. The documents shall be presented in original and submitted in copy;
- c) the property deed or other document attesting the right of use over the space that is the object of the place of consumption. The document shall be presented in original and a copy shall be submitted, from which, for the protection of the end customer, parts not relevant to the supply service may be cut out. In situations where the final customer does not possess such a document or the respective document is not definitive, the supplier has the right to request the guarantee of the supply service by the respective final customer, according to the provisions of art. 34, and to conclude an electricity supply contract for a limited period of time, of no more than one year with the possibility of extension;
- d) the connection certificate or the technical connection approval - if the RO has not issued the connection certificate - is taken over from the network contract;



e) the operating agreement, in situations where the RO considers it necessary - it is taken over from the network contract;

f) the supporting documents to benefit from the universal service, if the final customer requests this type of service.

(2) The connection certificate and the operating agreement may be attached to the supply contract after its signing, but before the date of commencement of the electricity supply.

Art. 25

(1) The supplier may waive the request for the presentation of the original documents, in which case the applicant must submit a declaration on his own responsibility that the documents submitted are in conformity with the originals. In the situation in which the supplier offers the possibility of concluding the contract without going to a physical contact point, the transmission of the related documents and the conclusion of the contract can be done by electronic means, in compliance with the legislation in force.

(2) At the conclusion of the electricity supply contracts with natural / legal persons who have the quality of tenants/concessionaires or other similar capacity that certifies a right of temporary use of the place of consumption through an act concluded with the owner, the customer must present to the supplier, in addition to the documents specified in this section, the written agreement of the rightful owner for the conclusion of the electricity supply contract, if this mention is not inscribed in the deed of possession of the space.

Art. 39

(1) The electricity supply contract shall be terminated in the following cases:

- a) the expiry of the contractual term;
- b) the agreement of the contracting parties;
- c) unilateral termination by the end customer, under the conditions provided for in the contract and according to the legal provisions in force;
- d) termination.

(2) In case of termination of the contract as a result of the expiry of its validity period, the supplier shall notify the final customer of the date of termination at least 30 days in advance.

(3) The supplier and, as the case may be, the final customer have the obligation to notify the RO regarding the termination of the supply contract, at least 5 working days in advance.

(4) The provisions of para. (2) does not apply in the case of contracts concluded for a period of less than 60 days, in which case the notifications are made at least 5 working days before the date of termination of the validity of the contract.

(5) The notification may be communicated in the annex to the invoice.

Art. 40



The supply contract may be terminated by the end customer, with the notification of the supplier at least 15 days in advance, without payment of the compensation provided for in the supply contract, in the following situations:

- a) the license suspension or withdrawal procedure has been initiated against the supplier;
- b) the contract does not comply with the regulations in force regarding the type of contract.

Art. 41

(1) The supply contract may be terminated by the supplier, without payment of the compensation provided for in the supply contract, in the following cases:

- a) the theft of electricity by the final customer, ascertained by a final court decision;
- b) non-payment of invoices, on the terms and under the conditions provided in the contract;
- c) the termination of the final customer's right of use over the place of consumption;
- d) other cases provided for by law.

(2) The termination at the initiative of the supplier shall be carried out with a notice of at least 15 days, except in the case of electricity theft, in which case the termination may take effect from the date of ascertainment by a final court decision.

(3) Within a maximum of 6 weeks from the termination of the contract, the supplier/RO has the obligation to send to the final customer the invoice with the final settlement or the estimated invoice for the last consumption, if the customer does not provide RO access to the meter, except for the regularization of the value of the green certificates that will be transmitted according to the legislation in force. The end customer has the obligation to pay the invoice by the due date.