

ANRGN English version

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**DECISION**  
**no. 182 from March 10, 2005**

regarding the approval of natural gas regulated supply Framework contracts for captive customers  
PUBLISHED IN: MONITORUL OFICIAL no. 225 from March 17, 2005

Based on the provisions of art. 8 letter. m), respectively of art. 10, paragraphs (4) and (5) from Gas Law no. 351/2004;

The president of the National Regulatory Authority in National Gas Sector issues the present decision.

**ART. 1**

It is hereby approved:

- a) Natural gas regulated supply Framework contract for household captive customers - specific contracting clauses, provided in annex no.1;
- b) Natural gas regulated supply Framework contract for non-household captive customers - specific contracting clauses, provided in annex no. 2.

**ART. 2**

On the date of the present decision's coming into force the Decision of President of National Regulatory Authority in Natural Gas Sector no.1/2000 for approval of Natural gas supply Framework contract for captive customers, published in Monitorul Oficial of Romania, Part I, no.45 bis from January 26, 2001, with its further changes and completions is being abrogated.

**ART. 3**

Annexes no. 1 and 2 are integrant part of the present decision.

**ART. 4**

The National Regulatory Authority in Natural Gas Sector' specialized divisions, as well as the parties in the natural gas regulated supply agreements for captive customers have the obligation to fulfill the present decision's provisions.

**ART. 5**

The present decision is published in Monitorul Oficial of Romania, Part I and comes into force on the date of April 1, 2005.

President of National Regulatory Authority  
in National Gas Sector,  
Stefan Cosmeanu

Natural Gas Regulated Supply for  
Household Captive Customers  
FRAMEWORK CONTRACT  
no. ... year ... month... day ...  
- contracting specific clauses -

### I. Contracting Parties

....., with registered office in ....., street. .... no. ...., county/district ....., zip code ....., telephone ....., fax ....., sole registration code ....., fiscal attribute ....., Trade Registry Office registration no. ...., having IBAN code no. ...., opened with ....., holder of Distribution License issued by National Regulatory Authority in National Gas Sector (ANRGN) under no. .... and of Supply License issued by ANRGN under no. ...., duly represented by ....., hereinafter called natural gas supplier, as seller,  
and

....., holding identity card series .... no. ...., issued on the date of .... by ....., personal code number....., domiciled in ....., street. .... no. ...., bl. ...., sc. ...., floor. ...., app. ...., county/district ....., zip code....., telephone ...../association of tenants from ....., with the address in ....., represented by ....., account no. ...., opened with....., zip code....., telephone ....., hereinafter called natural gas household customers, natural person, as customer,

or

Owners Association....., with the registered office in ....., street. .... no. ...., county/district ....., zip code....., telephone ....., fax ....., registered with.... under no. ...., fiscal code ....., having IBAN code no. ...., opened with....., duly represented by ....., hereinafter called natural gas household customers, legal person, as customer,

agreed upon the conclusion of the present contract.

### II. General data and documents (filled in by the supplier)

Consumption place .....(locality, county/district, street, no.)....., having Ownership document no. .../Location Contract (building rent)/ Commodate Contract no. .... .

#### ART. 1

Household customer's utilization installation's connection is:

- at natural gas distribution system/upstream pipelines;
- at National Natural Gas Transmission System.

#### ART. 2

Modalities for reading the gas meter are:

- by direct reading by the supplier's empowered personnel;
- by automatic reading;
- automatic, within customer card prepayment system;
- ....., other modalities.

### III. General contracting conditions

#### ART. 3

(1) Clauses regarding parties' rights and obligations, utilization installation's delimitation, supplied natural gas's measurement, force major, consumption's recalculation modality as result of the measurement equipment's breaking, as well as definition of terms used in the contract are provided in General contracting conditions for natural gas captive household customers.

(2) Supplier has the obligation to remit to the household customer, at this one's request, General contracting conditions for natural gas captive household customers, approved by ANRGN

President's decision, published in Monitorul Oficial of Romania, Part I. These general conditions shall also be listed at the supplier's offices, subsidiaries and cash offices.

#### IV. Object of contract

##### ART. 4

Object of the present contract is constituted by natural gas supply in regulated regime, assigning the assembly of activities and operations for or in connection with natural gas supply, provided by supplier at consumption place, including reservation of a capacity for customer connected into the distribution system and regulation of relations between supplier and household customer regarding natural gas supply, utilization conditions, invoicing and payment.

#### V. Duration of contract

##### ART. 5

The present contract is concluded for undetermined duration.

#### VI. Natural gas final regulated price; payment modalities and conditions

##### ART. 6

(1) Natural gas final regulated price supplied based on the present contract, provided in annex no. 1, is approved by order of president of ANRGN for supplier and for the category in which household customer is framed.

(2) Household customer's framing into one of the categories is made according to annex no. 2.

##### ART. 7

(1) Payment of counter value of invoice representing natural gas supply performed services is made within 10 calendar days from the date of invoice's issuance by supplier. In case due date is non-working day, the term is deemed due for the next working day.

(2) Payment of consumed natural gas shall be made in the following modalities:

a) In cash – at supplier's cash office /to the cashier-collector/other places established by the supplier;

b) Without cash - by any legal payment instrument, agreed by the de parties.

(3) In case payment is made under the conditions of paragraph (2), letter b), this one is considered made on the date the amount enters the supplier's account.

(4) By derogation from the provisions of paragraph (1), in case of customer card prepayment system measurement gas meter, payment is made as follows:

a) Monthly, within 10 calendar days from the date of invoice's issuance by supplier of the invoice representing the subscription's counter value, if necessary;

b) In advance, for natural gas quantity's counter value, charged on the card and calculated depending on the volumetric component.

(5) In case provisions of paragraph (4) apply, supplier shall establish for each charge minimum limit and maximum limit, these ones representing minimum and, respectively, maximum natural gas quantity, paid in advance by charging the card; supplier shall establish minimum and maximum levels, differentiated on subcategories of household customers and consumption periods, and shall publish them at customer card charging/recharging points, customers having the right to choose for the necessary level.

(6) In case of a change of the final regulated price, at the moment of charging the customer card with a new credit, calculation of natural gas counter value is made by applying natural gas final regulated price in force.

#### NOTE:

On art. 7, provisions of paragraph (4)-(6) shall be included into the contracts transmitted by the supplier, exclusively for household customers whose consumption is determined by customer card prepayment system measurement gas meter.

## VII. Contractual liability

### ART. 8

(1) Household customer's nonpayment of the invoice representing natural gas supply performed services' counter value, under the conditions of art. 7, paragraph (1) or paragraph (4), letter a), brings:

a) charging a share of delay increases, calculated upon the unpaid value, equal to the level of interest owed for exceeding the payment term of budgetary obligations, for each day of delay, starting from the 11<sup>th</sup> calendar day from the date of the invoice's issuance, until this one's integral pay up, including the payment's day, in case of unfulfillment of payment obligation within 30 calendar days from due date;

b) interruption of natural gas supply, starting from the 41<sup>st</sup> calendar day from the date of the invoice's issuance, without notification, in case of unfulfillment of the payment obligation, including delay increases;

c) possibility of termination of the present contract, by notification sent to the distributor, termination rightfully operating, without delay after 60 calendar days from the date of invoice's issuance, and/or disconnection, in case the customer did not integrally paid up gas supply performed services' counter value, delay increases owed to the supplier and did not constitute the guarantee according to the provisions of General contracting conditions for natural gas captive household customers.

(2) Under the conditions of granting the access by customer, supplier has the obligation, within maximum term of 24 hours, to provide the supply's reestablishment, in the situation the household customer integrally pays up due payment obligations and tariffs afferent to reconnection, proves this fact and constitutes the guarantee according to the provisions of General contracting conditions for natural gas captive household customers.

(3) Provisions of paragraph (2) cases in which the supply contract is terminated are excluded. In this case, a new supply contract shall be concluded, under the condition of payment in advance of outstanding invoices, of delay increases and of tariffs afferent to reconnection, as well as of constitution of guarantee according to the provisions of General contracting conditions for natural gas captive household customers.

### ART. 9

For unfulfilled contractual obligations, other than the customer's payment obligation provided on art. 8, paragraph (1), the party in fault shall pay to the other party interest-damages, according to the provisions of General contracting conditions for natural gas captive household customers, as well as to other regulations in force.

## VIII. Contract's ceasing

### ART. 10

(1) Natural gas supply contract ceases:

a) in case of nonpayment of invoices and afferent delay increases and within the term provided on art. 8, paragraph (1), letter c) or in case of non-constituency of guarantee according to the provisions of General contracting conditions for natural gas captive household customers;

b) in case of execution of supplier's bankruptcy procedure, by a court order for opening of irrevocable procedure;

c) by unilateral denunciation.

(2) Natural gas supplier may unilaterally terminate the contract, without delay and without any other formality in case of fraudulent consumption, as well as in other cases provided by law.

(3) Household customer may unilaterally denounce natural gas supply contract, based on a prior notification addressed and registered at supplier at least 30 calendar days before the moment denunciation becomes effective. Denunciation becomes effective only at the end of the month the mentioned 30 days term expires, under the condition of paying up the payment obligations.

(4) The present contract's termination has no effect upon the obligations resulting from the contract's execution until this one's moment of termination.

IX. Final clauses

ART. 11

Dispositions of the present contract are completed by provisions of Commercial Code, of Civil Code, as well as by the other specific regulations in force.

ART. 12

Misunderstandings regarding contract's validity or those resulted from this one's interpretation, execution or termination, which may not be amiably solved, shall be submitted for solving to the competent judgment instance or submitted for arbitration.

ART. 13

(1) Clauses contained in the present contract may be changed and/or completed by additional documents, with the parties' approval, under condition that they do not contravene this one's provisions, as well as of other regulations in force.

(2) By derogation from the provisions of paragraph (1), in case of modification of regulated tariffs and/or of payment terms, by order/decision of president of National Regulatory Authority in Natural Gas Sector, published in Monitorul Oficial of Romania, Part I, further/concomitant with the date of the present contract's signing, these ones shall rightfully be part of the present contract.

ART. 14

Annex no. 1 "Natural gas final regulated prices" and annex no. 2 "Modalities of framing household customers into consumption levels" are integrant part of the present contract.

ART. 15

Other clauses:

.....  
.....

ART. 16

The present contract was drawn up in two copies having the same juridical value, one for each party.

Supplier,	Customer,
.....	.....
(duly representative)	(duly representative)

ANNEX 1  
to the Framework contract

Natural Gas  
FINAL REGULATED PRICE  
(V.A.T. non included)

Natural gas's final regulated price contains:

- a) Daily subscription in value of ..... RON/day;
- b) Volumetric component within the value of ..... RON/1.000 cm

MODALITY OF FRAMING  
of household customers into consumption levels

ART. 1

Customers' framing into consumption levels is made by the supplier for each place of consumption, for a determined period of one year, within the interval January, 1 - December, 31, depending on the connection type of respective consumption place, the consumption history registered for the respective consumption place and the maximum installed flow.

ART. 2

In case of a household customer for which there is no consumption history available, framing shall be made by the supplier, taking into consideration maximum installed flow, afferent to the consumption place.

ART. 3

Supplier shall only change the framing at the beginning of each determined period, for the interval previously mentioned, in situation the consumption registered during the previous year does not correspond to the existing framing.

ART. 4

(1) Supplier has the right to analyze and reframe the household customer into another category, depending on:

- a) consumption registered in the interval January, 1 - December, 31, for customers who registered a continuous consumption in this interval;
- b) consumption registered in the interval January, 1 - December, 31 and maximum installed flow, for customers who did not registered a continuous consumption in this interval.

(2) In case of reframing the customer, supplier shall recalculate the subscription paid up by the customer within the determined period provided on art. 1 and shall return or recover from this one the subscription resulted difference.

ART. 5

Regularization should be made based on distinct invoice, and recalculation should be made based on subscriptions in force for the previous period, corresponding to the category in which the customer was reframed. Regularization invoice's payment is made under the conditions provided on art. 7 from the contract, with corresponding involvement of contractual liability, under the conditions stipulated in the contract.

ART. 6

In case of reframing of non-household customer, supplier has the obligation to transmit to this one an additional document, which mentions the new framing.

ART. 7

Household customer, for consumption place ..., frames into one of the following categories, defined depending on the connection type and annual consumption as follows:

A. Household customers directly connected to natural gas national transmission system:

A1. Final customers with an annual consumption of up to 124.000 cm.

B. Household customers directly connected to the distribution system:

B1. Final customers with an annual consumption of up to 2.400 cm;

B2. Final customers with an annual consumption between 2.401 cm and 12.400 cm;

B3. Final customers with an annual consumption between 12.401 cm and 124.000 cm.

Natural Gas Regulated Supply for  
Non-Household Captive Customers  
FRAMEWORK CONTRACT  
no. ... year ... month ... day ...  
- contracting specific clauses -

## I. Contracting Parties

Societatea Comerciala....., with registered office in ....., street. .... no. ..., county/district ....., zip code ....., telephone ....., fax ....., sole registration code ....., fiscal attribute ....., Trade Registry Office registration no. ...., having IBAN code no. ...., opened with ....., holder of Distribution License issued by National Regulatory Authority in National Gas Sector (ANRGN) under no. .... and of Supply License issued by ANRGN under no. ...., duly represented by ....., hereinafter called natural gas supplier, as seller,  
and

....., with registered office in ....., street. .... no. ..., county/district ....., zip code ....., telephone ....., fax ....., fiscal code....., registered with....., duly represented by ....., sole registration code ....., fiscal attribute ....., Trade Registry Office registration no. ...., having IBAN code no. ...., opened with ....., duly represented by ....., hereinafter called natural gas non-household customers, as customer,  
agreed upon the conclusion of the present contract.

## II. General data and documents (filled in by the supplier)

1. Consumption place .....(locality, county/district, street, no.)....., having Ownership document no. .../Location Contract (building rent)/ Comodate Contract no. .... or other documents provided by law .....

2. Natural gas supply pressure will be between .... and ..... (bar).

3. Minimum operational pressure P(1) .... (bar); emergency pressure P(2) .... (bar) (filled in, depending on the case, for non-household customers of whose technological processes impose providing by supplier of these pressure levels).

### ART. 1

For the consumption place provided in the present contract non-household customer frames into one of the following categories:

A. industrial customer:

- chemical industry customer;
- electrical and/or thermal energy manufacturer;
- other industrial customers;

B. commercial customer;

C. other non-household customers.

### ART. 2

(1) Non-household customer's utilization installation's connection for the consumption place in the present contract is:

- at natural gas distribution system/upstream pipelines;
- at National Natural Gas Transmission System.

(2) Delimitation of non-household customer's utilization installation against natural gas upstream pipeline/national transmission system/distribution system is made, depending on the case, at:

- a) outlet from regulation-measurement station; or

- b) outlet from regulation-measurement post; or
- c) outlet from connection valve.

### III. General contracting conditions

#### ART. 3

(1) Clauses regarding parties' rights and obligations, utilization installation's delimitation, supplied natural gas's measurement, force major, consumption's recalculation modality as result of the measurement equipment's breaking, as well as definition of terms used in the contract are provided in General contracting conditions for natural gas captive non-household customers.

(2) Supplier has the obligation to remit to the household customer, at this one's request, General contracting conditions for natural gas captive household customers, approved by National Regulatory Authority in Natural Gas Sector (ANRGN) President's decision, published in Monitorul Oficial of Romania, Part I. These general conditions shall also be listed at the supplier's offices, subsidiaries and cash offices.

### IV. Object of contract

#### ART. 4

Object of the present contract is constituted by natural gas supply in regulated regime, assigning the assembly of activities and operations for or in connection with natural gas supply, provided by supplier at consumption place, including reservation of a capacity for customer connected into the distribution system and regulation of relations between supplier and non-household customer regarding natural gas supply, utilization conditions, invoicing and payment.

### V. Conditions of development of natural gas regulated supply activity

#### ART. 5

(1) natural gas regulated supply at the place of consumption shall be made:

a) constantly and continuously, without consumption limitation, except for cases of limitation and interruption provided in General contracting conditions for natural gas non-household customers (for non-household customers with an annual consumption of less or equal to 1.240.000 cm);

b) according to the schedule agreed by the parties and provided in annex no. 1, except for cases de of limitation and interruption provided in General contracting conditions for natural gas non-household customers; parties bond to notify 30 calendar days before delivery month any change of natural gas monthly quantities, varying by +/- 5% compared to those provided in annex no. 1 (for non-household customers with an annual consumption of over 1.240.000 cm).

(2) Non-household customer, directly connected to the Natural gas national transmission system, who frames into categories A3, A4 or A5, as provided in annex no. 2, may take under variable regime natural gas contracted quantities, provided in annex no. 1, with the supplier's approval, depending on this one's existing resources, within the limit of +/- 5% of agreed daily quantity, but not more than 2% of the total monthly contracted quantity.

(3) Non-household customer connected to the natural gas distribution system, who frames into categories B5 or B6, as provided in annex no. 2, establishes, by common agreement with the supplier, a consumption apex of... cm/h, afferent to the higher natural gas consumption day within one calendar year period.

### VI. Duration of contract

#### ART. 6

(1) The present contract is concluded for a minimum duration of one year.

(2) Contract's duration extending may be made by parties' common agreement. Absence of notification in writing from any of the parties of its intention of not extending the contract, at least 30 calendar days before the expiry of contract's validity period, involves this one's rightful extension for a duration equal to the one initially agreed.

## VII. Natural gas final regulated price; payment modalities and conditions

### ART. 7

(1) Natural gas final regulated price supplied based on the present contract, provided in annex no. 3, is approved by order of president of ANRGN for supplier and for the category in which non-household customer is framed.

(2) Non-household customer's framing into one of the categories is made according to annex no. 2.

### ART. 8

(1) Payment of counter value of invoice representing natural gas supply performed services is made within 10 calendar days from the date of invoice's issuance by supplier. In case due date is non-working day, the term is deemed due for the next working day.

(2) Payment of consumed natural gas is made by any legal instrument payment, agreed by the parties, the obligation in case being considered fulfilled on the date of total respective amounts' entry into the supplier's account.

## VIII. Contractual liability

### ART. 9

(1) Non-household customer's nonpayment of the invoice representing natural gas supply performed services' counter value, under the conditions of art. 8, paragraph (1), brings:

a) charging of a share of delay interest, calculated to the unpaid value, equal to the level of interest owed for exceeding the payment term of budgetary obligations, for each day of delay, starting from the 11<sup>th</sup> calendar day from the date of the invoice's issuance, until this one's integral pay up, including the payment's day, in case of unfulfillment of payment obligation within the warrantee term provided by Law no. 469/2002 regarding certain measures for enhancing contractual discipline, with its further changes. Delay increases' total may exceed the quantum of the amount upon which are calculated;

b) limitation of natural gas supply, when technically possible, by notification sent at least 3 calendar days before limitation, on the immediate day following the expiry of warrantee term provided by Law no. 469/2002, with its further changes, in case of unfulfillment of payment obligation, including afferent delay increases;

c) interruption of natural gas supply, by notification sent at least 3 calendar days before the interruption, starting from the 6<sup>th</sup> calendar day from the date of expiry of warrantee term provided by Law no. 469/2002, with its further changes, in case of unfulfillment of payment obligation, including afferent delay increases;

d) possibility of termination of the present contract, by notification sent to the distributor, termination rightfully operating, without delay, and/or by disconnection, in case of non-payment of outstanding debits, starting from the 31<sup>st</sup> calendar day from the date of expiry of warrantee term provided by Law no. 469/2002, with its further changes;

e) possibility of termination of the present contract, according to General contracting conditions for natural gas non-household customers, by notification sent to the supplier, termination rightfully operating, without delay.

(2) By derogation from the provisions of paragraph (1), letter b), in situation limitation is not possible from technical point of view, the supplying interruption term, respectively contract's termination and disconnection, shall be correspondingly reduced, by taking the measure of interruption within the term provided on paragraph (1), letter b).

(3) Under the conditions of granting the access by customer, supplier has the obligation, within maximum term of 24 hours, to provide the supply's reestablishment, in the situation the non-household customer integrally pays up due payment obligations and tariffs afferent to reconnection, proves this fact and constitutes the guarantee according to the provisions of General contracting conditions for natural gas non-household customers.

(4) provisions of paragraph(3) cases in which the supply contract is terminated are excluded. In this case, a new supply contract shall be concluded, under the condition of payment in advance of outstanding invoices, of delay increases and of tariffs afferent to reconnection, as well as of constitution of guarantee according to the provisions of General contracting conditions for natural gas non-household customers.

#### ART. 10

(1) For unfulfilled contractual obligations, other than the customer's payment obligation provided on art. 9, the party in fault shall pay to the other party interest-damages, according to the provisions of General contracting conditions for natural gas non-household customers.

(2) maximum level of interest-damages owed according to paragraph(1), established by de common agreement by the parties, is provided in annex no. 4.

### IX. Contract's ceasing

#### ART. 11

(1) The present contract ceases:

a) by reaching the term, in case it was concluded for a determined period and the intention regarding non-extension of contract's duration is notified by one of the parties at least 30 calendar days before the expiry of contract's duration;

b) in case of execution of supplier and/or non-household customer bankruptcy procedure, from case to case;

c) by nonpayment of invoices, according to art. 9, paragraph(1), letter d) or in case of non-constitution of guarantee according to General contracting conditions for natural gas non-household customers;

d) by unilateral denunciation;

e) by termination, in case of non-payment by one of the parties of its contractual obligations, other than those provided on letter c). In this case, the termination becomes effective, in situation, the party in fault does not remedy non-execution of obligation within 30 calendar days term from the receipt from the other party of a notification in this regard.

(2) Natural gas supplier may unilaterally terminate the contract without delay and without any other formality in case of fraudulent consumption, as well as in the other cases provided by law.

(3) Non-household customer may unilaterally denounce natural gas supply contract, only under the conditions stipulated by General contracting conditions for natural gas non-household customers, based on a prior notification addressed and registered at supplier at least 30 calendar days before the moment denunciation becomes effective. Denunciation becomes effective only at the end of the month the mentioned 30 days term expires, under the condition of paying up the payment obligations.

(4) The present contract's termination has no effect upon the obligations resulting from the contract's execution until this one's moment of termination.

### X. Final clauses

#### ART. 12

Dispositions of the present contract are completed by provisions of Commercial Code, of Civil Code, as well as by the other regulations in force.

#### ART. 13

Misunderstandings regarding contract's validity or those resulted from this one's interpretation, execution or termination, which may not amiably be solved, shall be submitted for solving to the competent judgment instance or submitted for arbitration.

#### ART. 14

(1) Clauses contained in the present contract may be changed and/or completed by additional documents, with the parties' approval, under condition that they do not contravene this one's provisions, as well as of other regulations in force.

(2) By derogation from the provisions of paragraph (1), in case of modification of final regulated prices and/or of payment terms, by order/decision of president of ANRGN, published in Monitorul Oficial of Romania, Part I, further/concomitant with the date of the present contract's signing, these ones shall rightfully be part of the present contract.

ART. 15

Annex no. 1 'Natural gas contracted quantities' supply schedule", annex no. 2 "Modalities of framing non-household customers into consumption level", annex no. 3 "Natural gas final regulated prices" and annex no. 4 "Maximum level of interest-damages" are integrant part of the present contract.

ART. 16

Other clauses:

.....

NOTE:

1. In case a single contract is concluded for several places of consumption of the same non-household customer, chap. II "General data and documents ", art. 2, annexes no. 1 and 3 shall be distinctly established for each place of consumption.

2. Within supply contracts submitted for signing by the supplier, this one shall take from the Framework contract clauses specific to non-household customers with an annual consumption of up to 1.240.000 cm, respectively for non-household customers with an annual consumption of over 1.240.000 cm.

ART. 17

The present contract was drawn up in two copies having the same juridical value, one for each party.

Supplier, ..... (legal representative)	Customer, ..... (legal representative)
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ANNEX 1  
to the Framework contract

**SUPPLY SCHEDULE**  
for natural gas contracted quantities  
(for non-household customer with an annual consumption of over 1.240.000 cm)

Delivery period (month)	Monthly quantity*-consumption history (thousand cm/month)	Estimated quantity **)/month (thousand cm/month)	Daily average (thousand cm/day)	Hourly average (thousand cm/h)

\*) It is filled in by the supplier at contract's signing and may be accepted by the customer.

\*\*\*) It is filled in by the non-household customer, if this one's necessary is different from the consumption history, and shall be accepted by the supplier.

MODALITY OF FRAMING  
Non-household customers into consumption levels

ART. 1

Customers' framing into consumption levels is made by the supplier for each place of consumption, for a determined period of one year, within the interval January, 1 - December, 31, depending on the connection type of respective consumption place, the consumption history registered for the respective consumption place and the maximum installed flow.

ART. 2

In case of a non-household customer for which there is no consumption history available, framing shall be made by the supplier, taking into consideration maximum installed flow, afferent to the consumption place.

ART. 3

Supplier shall only change the framing at the beginning of each determined period, for the interval previously mentioned, in situation the consumption registered during the previous year does not correspond to the existing framing.

ART. 4

(1) Supplier has the right to analyze and reframe the household customer into another category, depending on:

- a) consumption registered in the interval January, 1 - December, 31, for customers who registered a continuous consumption in this interval;
- b) consumption registered in the interval January, 1 - December, 31 and maximum installed flow, for customers who did not registered a continuous consumption in this interval.

(2) In case of customer's reframing, supplier shall recalculate the subscription paid by the customer within determined period provided on art. 1 and shall refund or recover from this one the subscription difference resulted.

ART. 5

Regularization should be made based on distinct invoice, and recalculation should be made based on subscriptions in force for the previous period, corresponding to the category in which the customer was reframed. Regularization invoice's payment is made under the conditions provided on art. 8, paragraph (1) from the contract, with corresponding involvement of contractual liability, under the conditions stipulated in the contract.

ART. 6

In case of reframing of non-household customer, supplier has the obligation to transmit to this one an additional document, which mentions the new framing.

ART. 7

Non-household customer, for consumption place ..., frames into one of the following categories, defined depending on the connection type and annual consumption as follows:

A. Non-household customers directly connected to natural gas national transmission system:

- A1. Final customers with an annual consumption of up to 124.000 cm;
- A2. Final customers with an annual consumption between 124.001 cm and 1.240.000 cm;
- A3. Final customers with an annual consumption between 1.240.001 cm and 12.400.000 cm;
- A4. Final customers with an annual consumption between 12.400.001 cm and 124.000.000 cm;
- A5. Final customers with an annual consumption of over 124.000.001 cm.

B. Non-household customers directly connected to the distribution system:

- B1. Final customers with an annual consumption of up to 2.400 cm;
- B2. Final customers with an annual consumption between 2.401 cm and 12.400 cm;
- B3. Final customers with an annual consumption between 12.401 cm and 124.000 cm;

- B4. Final customers with an annual consumption between 124.001 cm and 1.240.000 cm;
- B5. Final customers with an annual consumption between 1.240.001 cm and 12.400.000 cm;
- B6. Final customers with an annual consumption of over 12.400.001 cm.

ANNEX 3  
to the Framework contract

Natural Gas  
FINAL REGULATED PRICE  
(V.A.T. non included)

ART. 1

Provided natural gas's final regulated price contains :

- a) Daily subscription in value of ..... RON/day;
- b) Volumetric component within the value of ..... RON/1.000 cm

ART. 2

For determination of daily subscription for non-household customers framed into categories B5 and B6 the following formula is used:

$$Ab = Cf \times Vc,$$

where:

Ab - daily subscription (RON/day), afferent to consumption apex from art. 5, paragraph (3) from the contract;

Cf - fix unit costs for reservation of distribution capacities and for coverage of fix costs afferent to regulated supplying activity (RON/day, for each cm/h reserved capacity);

Vc - consumption apex expressed in cm/h.

ANNEX 4  
to the Framework contract

MAXIMUM LEVEL OF INTEREST-DAMAGES