

ANRGN English version

Issuer: **National Regulatory Authority in Natural Gas Sector**

Type of the document: **Decision**

Number/date of the document: **183/March 10, 2005**

Published in Monitorul Oficial no. **225/ March 17, 2005**

DECISION

no. 183 from March 10, 2005

regarding the approval of natural gas distribution Framework contract

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

Natural Gas Distribution Framework Contract - - contracting specific clauses, provided in annex making integrant of the present decision is being approved.

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. 533/2001 regarding the approval of natural gas distribution Framework contract, published in Monitorul Oficial of Romania, Part I, no. 698 from November2, 2001, with its further changes and completions is being approved.

ART. 3

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

ART. 4

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 Distribution
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, duly represented by, as natural gas distribution services provider, holder of natural gas distribution license, hereinafter called distributor (distribution operator),

and

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, duly represented by, as natural gas distribution services beneficiary, holder of natural gas distribution license, hereinafter called beneficiary,

agreed upon the conclusion of the present contract.

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

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

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

3. Minimum operational pressure P(1) (bar); emergency pressure P(2) (bar).

III. General natural gas distribution services contracting conditions

ART. 1

(1) General natural gas distribution services contracting conditions refer to natural gas commercial delivery/taking, natural gas measuring, rights and obligations, natural gas distribution services performance conditions, confidentiality, notifications, force major and definition of certain terms used in the contract.

(2) Distributor has the obligation to put at beneficiary's disposal, on his request, General natural gas distribution services contracting conditions, approved by decision of president of National Regulatory Authority in Natural Gas Sector.

IV. Object of the contract. Delimitation of utilization installation

ART. 2

(1) Object of the present contract is natural gas distribution services performance, marking the assembly of activities and operations carried out by distributor for or in connection to reservation of distribution and transmission capacity trough distribution system of certain determined quantities of natural gas, provided for this purpose by the beneficiary during the availability period of the present contract.

(2) In case the beneficiary is de natural gas eligible customer, reservation of distribution and transmission capacity trough distribution system is made at maximum level, for each consumption location, for a period corresponding to the availability period of the present contract. Reserved capacity is of cm for each hour of the present contract's availability period and is established by common agreement with the distributor, on beneficiary's request.

(3) In case the beneficiary is natural gas supplier, natural gas distribution capacity reserved by the present contract, resulted from summing reserved distribution capacities on maximum level, for each consumption place, complies with natural gas distribution schedule provided in annex no. 1. Reserved capacity is of cm for each hour of the present contract's availability period and is established by common agreement with the distributor, on beneficiary's request.

(4) Delimitation of beneficiary's utilization installation against natural gas 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.

V. Duration of contract

ART. 3

(1) The present contract is concluded for the interval ... - 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.

(2) By derogation from the provisions of paragraph (1), contract may be concluded for a determined period, within the interval provided on paragraph (1), in case the contract's beneficiary, supply license holder or natural gas eligible customer, obtained this position further to the date of the contract's validity effectiveness, at the same time, within the distribution system exists non-contracted operational capacity.

VI. Distribution tariff Payment modalities and terms

ART. 4

Beneficiary shall pay to the distributor the performed distribution services' counter value, calculated based on distribution tariff provided in annex no. 2 and established in conformity with the legislation in force.

ART. 5

(1) Invoicing of natural gas distribution services' counter value is made based on reserved capacity in distribution system, the number of hours from each month and natural gas quantities delivered/taken by the distributor, which are stipulated in monthly minutes drawn up at commercial delivery/taking points.

(2) Payment modality, payment instruments, as well as assignment of banks agreed for banking operations development are established by common agreement, by compliance with the legislation in force.

(3) Payment of natural gas distribution services' counter value is made within 10 calendar days from the date of the invoicing issuance by the distributor. In case due term is non-working day, the term is deemed due the next working day.

(4) In case payment is made through banks agreed by parties, the obligation in question is considered fulfilled on the date of respective total amounts' entry into the distributor's account.

VII. Contractual liability

ART. 6

(1) In case the distributor does not fulfill, from fault, the obligation of performance of natural gas distribution services, according to natural gas distribution schedule provided in annex no. 1, or fulfills it improperly, the beneficiary has the right to request and receive interest-damages.

(2) Unfulfillment of obligation of payment of natural gas distribution services' counter value, provided on art. 5, paragraph (3), brings:

- a) application of a share of delay increases, as follows:

- suppliers who contract natural gas distribution services, for quantities assigned for captive customers – by a share equal to the level of interest owed for exceeding the payment term of budgetary obligations, for each day of delay, starting from the 11th 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;

- for eligible customers and for suppliers who contract natural gas distribution services, for quantities assigned for eligible customers – a share equal to the level of the interest owed for exceeding the payment term of budgetary obligations, increased by 50%, starting from the 11th 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, with its further changes. Delay increases' total may exceed the quantum of the amount upon which are calculated;

b) limitation of natural gas distribution services' performance, 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 distribution services' performance, by notification sent at least 3 calendar days before the interruption, starting from the 6th 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, in case of non-payment of outstanding debits, starting from the 31st calendar day from the date of expiry of warrantee term provided by Law no. 469/2002, with its further changes.

(3) For unfulfilled contractual obligations, other than beneficiary's payment obligations provided on paragraph (2), the party in fault shall pay to the other party interest-damages, according to General natural gas distribution services contracting conditions.

(4) Maximum level of interest-damages owed according to paragraphs (1) and (3), established by common agreement by the parties, is provided in annex no. 3.

ART. 7

Under the conditions of granting access by the beneficiary, the distributor has the obligation, within maximum 24 hours term, to restore natural gas distribution service's performance, in case beneficiary pays up its outstanding payment obligations, including tariff afferent to reconnection, except for art. 6, paragraph (2), letter d).

VIII. Contract's ceasing

ART. 8

Natural gas distribution contract ceases:

a) by reaching the term, in case 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) by contract's termination, in case of non-payment of all outstanding debits within the term provided on art. 6, paragraph (2) letter d);

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

d) on one of the parties' motivated request, from judiciary reorganization matters.

ART. 9

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

ART. 10

The present contract is deemed entirely rightfully executed under the condition of proceeding to one of the party's bankruptcy procedure.

IX. Litigation solving

ART. 11

(1) Parties agree that misunderstandings regarding contract's validity or those resulted from this one's interpretation, execution or termination to be amiably solved.

(2) Otherwise, litigations shall be submitted for solving to the competent judgment instance or submitted for arbitration.

X. Other clauses

ART. 12

.....

XI. Final clauses

ART. 13

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. 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 the Framework contract'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. 15

Annex nr. 1 'Natural gas distribution schedule', annex no. 2 „Natural gas distribution services performance tariff" and annex no. 3 „Maximum level of interest-damages" are integrant part of the present contract.

ART. 16

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

Distributor,
.....
(duly representative)

Beneficiary,
.....
(duly representative)

Signed
Juridical Office

Signed
Juridical Office

ANNEX 1
to the Framework contract

NATURAL GAS DISTRIBUTION SCHEDULE
Consumption place.....

Distribution period month/quarter/year	Total quantity (thousand cm/period)	Daily average (thousand cm /day)	Hourly average (thousand cm /h)	Observations

ANNEX 2
to the Framework contract

NATURAL GAS DISTRIBUTION SERVICES PERFORMANCE TARIFF

ANNEX 3
to the Framework contract

MAXIMUM LEVEL OF INTEREST-DAMAGES