



CFR NETWORK STATEMENT - 2022

**ANNEX 19**      **CONTRACT ON SUPPLYING ELECTRIC POWER (STANDARD MODEL)**

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COMPANIA NATIONALA DE CAI FERATE CFR SA

## **Content**

1.	CONTRACTING PARTIES .....	3
2.	TERMINOLOGY .....	4
3.	CONTRACT PERFORMANCE CONDITIONS .....	4
4.	OBLIGATIONS AND RIGHTS.....	5
5.	CONFIDENTIALITY.....	7
6.	CONTRACT ASSIGNMENT.....	8
7.	INTERRUPTION OF ELECTRIC POWER SUPPLY.....	8
8.	CESSATION, TERMINATION AND DENUNCIATION OF THE CONTRACT .....	9
9.	DISPUTES .....	11
10.	FORCE MAJEURE.....	11
11.	MODIFICATION OF CIRCUMSTANCES.....	11
12.	NOTICES .....	12
13.	FINAL PROVISIONS .....	12
Anexa nr.1.	LIST OF CONSUMPTION PLACES.....	16
Anexa nr.2.	CONVENTION ON THE RIGHT OF ACCESS TO ELECTRIFIED RAILWAY INFRASTRUCTURE OF ELECTRIC TRACTION UNITS .....	17
Anexa nr.3.	The Content of the Convention .....	17
Anexa nr.4.	DETERMINATION OF THE QUANTITIES OF ELECTRIC ENERGY SUPPLIED.....	20
Anexa nr.5.	DETERMINATION OF THE DELIVERY PRICE AND ELECTRIC ENERGY COUNTER VALUE.....	22
Anexa nr.6.	BILLING AND PAYMENT CONDITIONS .....	23
Anexa nr.7.	PAYMENT GUARANTEES .....	26
Annex no. 8	- PENALTIES AND DAMAGES .....	29
Annex no. 9	- DESIGNATED CONTACT PERSONS .....	30

# CONTRACT

## on Supplying Electric Power to the Consumption Places Fedded by the Railway Contact Line Network

### 1. CONTRACTING PARTIES

Between

SC "ELECTRICITY C.F.R." S.A., based in Bucharest, B-dul Dinicu Golescu no.38, sector1, phone 021 / 319.25.12 and fax 021 / 311.98.38, with Fiscal Registration Code (C.I.F.) RO16828396, registered at the Trade Register Office - Bucharest under number J40 / 16205/2004, transfer account no. RO66BFER120000018778RO02 opened at TECHVENTURES BANK (former BFER), holder of the ANRE supply license no. 767 /21.12.2006, extended by the supply license no. 1966 / 09.11.2016, EIC code 30XROELECTRCFR-W, legally represented by **Gabriel UNGUREANU**, General Manager and **Dan Liviu CORNEA**, Economic Director, having the quality of Supplier on the one hand

**AND**

....., headquartered in .....,  
registered with the Trade Registry under no. J....., single registration code  
(tax registration code) ....., IBAN code .....,  
opened with ....., represented by .....- Director General, and  
.....- Economic Director, in its capacity as CONSUMER, hereinafter called CONSUMER,  
on the other hand.

## 2. TERMINOLOGY

**Art. 1.** The terms used in this Contract are defined in Annex no. 1 to this Contract.

## 3. SUBJECT OF THE CONTRACT

**Art. 2.** (1) The object of the contract is the supply of 25 kV electricity through the railway contact network to the places of consumption belonging to the consumer, places mentioned in Annex no. 2 to this contract.

(2) The list of mobile consumption places represented by electric traction units with the right to use on the public railway infrastructure shall be communicated by the consumer at the conclusion of the contract and shall be updated whenever the locomotives are introduced or permanently withdrawn from the railway contact network. Romanian.

(3) The list of fixed places of consumption represented by railway technological units shall be updated whenever necessary, with the agreement of both parties, under the conditions established by this contract.

## 4. CONTRACT PERFORMANCE CONDITIONS

**Art. 3.** (1) The purpose of the Contract is the supply of 25 kV electric power through the railway contact line network to the Consumer's consumption places, as specified in Annex no. 2 to this Contract.

(2) The list of mobile consumption places consisting of the electric traction units allowed to be used on the public railway infrastructure shall be transmitted by the Consumer upon the conclusion of the Contract, and shall be updated whenever the locomotives are introduced or permanently withdrawn from the Romanian railway contact line network.

(3) The list of fixed consumption places consisting of railway technology units shall be updated whenever necessary, upon the agreement of both Parties, under the conditions set out in this Contract.

**Art. 3.** (1) The quantity of electric power traded under this Contract shall be the quantity communicated between the Parties by the 15th day of each month as follows: the Consumer shall notify to the Supplier the quantity of electric power contracted for the next month of consumption, whereas the Supplier shall supply it to the railway contact line network, and sell it to the Consumer, and the Consumer shall extract it from the railway contact line network, and purchase it at the contract price. The estimated electric power consumption for the year 2022 shall be ... MWh.

(2) During the consumption month, the Consumer may notify the Supplier about the exceedance of the contracted quantity by at least 3 working days prior to the date of the effective exceedance.

(3) The exceedance notices transmitted during a month shall not modify by more than 15% the quantity initially contracted for that month.

(4) If there are recorded between the power quantity contracted monthly by the Consumer and the power quantity actually purchased differences over 15% at least twice during the last 12 months of supply, the electric power quantity contracted to be taken into account by the Supplier shall be the average of the consumer's purchases over the last 1 to 3 months of ended consumption.

(5) In case of the failure to communicate the necessary monthly power quantity in due time, the electric power quantity contracted to be taken into account by the Supplier shall be the average of the purchases made by the Consumer over the last 1 - 3 months of ended consumption.

**Art. 4.** None of the provisions of this Contract regarding the Supplier's obligations to sell the quantities contracted at the contract price shall exonerate the Supplier from its obligation to strictly comply with the orders of the Transmission System Operator and the Operator of the Railway Contact Line Network, delivered in accordance with the law in force.

**Art. 5.** None of the provisions of this Contract regarding the Consumer's obligations to purchase the quantities contracted at the contract price shall exonerate the Consumer from its obligation to strictly comply with the orders of the Transmission System Operator and the Operator of the Railway Contact Line Network, delivered in accordance with the law in force.

**Art. 6.** The quantities of electric power that are monthly supplied and traded shall be determined in accordance with the provisions of the "Electric Power Metering Code", the specific regulations, and Annex no. 4 to this Contract.

**Art. 7.** The electric power supply may be temporarily interrupted upon the written request of the Consumer, without terminating the Contract, after a period of 20 days from the date of the request, for a period of time of at least one month and of not more than 6 months within one year.

#### **CONTRACT VALIDITY PERIOD**

**Art. 8.** (1) The validity period of this Contract shall begin on January 1, 2020 (Effective Date) and shall expire on December 31, 2022 (Expiry Date).

(2) The Effective Date for the entry into force of the Contract shall be the date of the commencement of the electric power supply, provided that the Supplier and the Consumer have fulfilled their preliminary contract obligations under the Contract.

(3) Upon the expiry of the validity period, the Parties shall continue to be bound by the terms and conditions of this Contract related to the rights and obligations of the Parties regarding the settlement of the equivalent value of the power consumed as incurred under this Contract before the end of the validity period.

#### **5. OBLIGATIONS AND RIGHTS**

**Art. 9.** (1) The parties shall obtain and maintain, throughout the duration of the Contract, all the approvals necessary for the fulfilment of the obligations specified in this Contract, while complying with all the legal requirements.

(2) The Parties shall grant access to all the information, documentation or data necessary for the proper performance of the contract, in accordance with the law, but with the confidentiality restrictions specified at Article 14.

(3) The Parties shall guarantee to each other that this Contract is a firm, lawful, legally binding obligation under its terms.

(4) During the performance of the Contract, the Parties shall obtain/maintain/update the authorizations/permits/certifications necessary for the performance of the Contract under proper conditions and the fulfilment of all the obligations under the Contract.

**Art. 10.** The Supplier shall have the following obligations:

a) to hold an electric power supply license during the contract duration, and to comply with its terms and conditions;

a) to ensure the supply of the contracted power to the Consumer under this Contract;

b) to ensure in the delimitation points the electric power supply continuity and quality parameters with the deviations set down in the regulations in force, in accordance with the provisions of the

- railway infrastructure access contract concluded between the Consumer and the railway infrastructure manager;
- c) to determine the power quantities traded and invoiced in accordance with the provisions of this Contract;
  - d) to accept the temporary interruption of the supply for the consumption places proposed by the Consumer. The settlement of any expenses incurred for this purpose shall be made on the basis of the consumer's order and a service estimate prepared by the Supplier;
  - e) to initiate the amendment and supplementation of the electric power supply contract or its annexes by addenda, whenever there appear new elements, when it deems it necessary to detail, supplement or introduce new clauses, which could not be identified upon the conclusion of the Contract;
  - f) to ensure and to grant to the Consumer's delegate access to the electric power metering units when they are installed in the railway infrastructure manager's system;
  - g) to check as soon as possible the special situations notified by the Consumer, and to respond within the legal deadline to all his written complaints and notifications related to the supply activity;
  - h) to invoice to the Consumer the equivalent value of the electric power in accordance with Annex no. 6 to the Contract, at the supply price;
  - i) to return to the Consumer the payment guarantee within 5 working days from the date of the payment of all the financial debts for the power consumed, and the penalties due after the end of the Contract, to pay the damages set down in the Contract for the non-reimbursement of the payment guarantees;
  - j) in the event of unilateral termination of the Contract by the Supplier or of the termination of Contract due to the Supplier's fault, to pay to the Consumer the penalties and damages set down in the Contract.
  - k) **Art. 11.** (1) The Supplier shall have the following rights:
    - a) to invoice the electric power to the Consumer at the price established under Annex no. 5 to the Contract, together with the tariffs levied for the consumption in accordance with the regulations in force, and to collect their equivalent value in accordance with the provisions of Annex no. 6;
    - b) to invoice to the Consumer the penalties calculated for payment delays in accordance with Annex no. 8 to the Contract and the regulations in force, and to collect their equivalent value;
    - c) to require the setting-up of the guarantee and to execute the guarantee as a result of the failure to pay the invoices for the electric power or for payment delay penalties in accordance with Annex no. 7 to the Contract;
    - d) to interrupt the electric power supply in case of the non-compliance by the Consumer with the contract clauses, the non-payment of the equivalent value of the electric power and of the penalties, the failure to supplement again the payment guarantees up to the values established by the Supplier;
    - e) to have unconditional access to the metering units mounted on the power traction units belonging to the Consumer and, if necessary, to the latter's telemanagement system, to receive the consumption files within the deadline set down in the Contract;
    - f) to have access to the Consumer's systems in order to verify the operation of the metering units. The access shall be granted in the presence of the Consumer's authorized representative;
    - g) to find out, with the help of its own personnel, if necessary, the fraudulent consumption of electric power by the Consumer's systems, and to enforce sanctioning measures for these situations in accordance with the regulations in force;
    - h) upon finding out the fraudulent consumption of electric power, to require the Consumer and to receive from him the equivalent value of the recalculated electric power for a period of 6 months in accordance with the provisions of the "Regulation on Electric Power Supply to Consumers" in case of the fixed consumption places, respectively on the basis of the average consumption over the last

calculated month of an electric traction unit belonging to the Consumer for each electric traction unit that has fraudulently consumed electric power;

i) to require the bad paying beneficiaries' Consumer to set up financial guarantees or, as the case may be, to pay in advance the electric power consumed in accordance with the provisions of the Contract.

a) **Art. 12.** The consumer shall have the following obligations:

- b) a) to notify to the Supplier in writing any change in the elements on the basis of which the
- c) Contract was drawn up and which were not identified upon the conclusion of the Contract;
- d) b) to prepare and to make available to the Supplier the forecasts of traction power consumption with a view to preparing the planned daily and monthly consumption curves;
- e) c) to accept the electric power and to pay its equivalent value, as well as the penalties due for the payment delays calculated in accordance with the contract provisions;
- f) d) to set up the payment guarantee requested by the Supplier in accordance with the provisions of Article 1 of Annex no. 7 to this Contract, to send the original guarantee documents to the Supplier, and to pay the damages for the failure to submit the guarantees required by the Supplier;
- g) e) not to break the seals of the metering units or modify their mounting plan without the prior written approval of the authorized representative of the Supplier;
- h) f) to submit to the Supplier, by the 10th day of the month following the consumption month, the situation of the electric power consumption in accordance with the provisions of the Contract;
- i) g) to unconditionally provide to the supplier the possibility to check the consumption data
- j) recorded by the Consumer's meters and transmitted;
- k) h) in the event of unilateral termination of the Contract by the Consumer or of the termination of the Contract due to the Consumer's fault, to pay to the Supplier the penalties and damages set down in the Contract for such situations.

**Art. 13.** The consumer shall have the following rights:

a) to receive the power quantity contracted and to consume it from the railway contact line network in accordance with the provisions of this Contract;

b) to require the Supplier to amend and supplement this Contract and its annexes or to initiate addenda to the Contract whenever there appear new elements or when it deems it necessary to detail or supplement the contract clauses and which could not be identified upon the conclusion of the Contract;

c) to require the Supplier to provide the report on power consumption and cost breakdown.

## 6. CONFIDENTIALITY

- **Art. 14.** (1) Each party shall ensure the confidentiality of all the information, documentation, data or knowledge provided by the other party under this Contract, and shall not disclose them to any third party, in whole or in part, without the written consent of the other party.
- (2) The provisions of paragraph (1) shall not apply to:
  - the information requested by the competent authorities in accordance with the regulations in force,
  - the information which was made public until the conclusion of the Contract,
  - the information to be provided during the normal performance of the activities under the contract.

## 7. CONTRACT ASSIGNMENT

**Art. 15. (1)** The parties may assign only the debentures arising out of this Contract, whereas the obligations incurred shall remain the responsibility of the contracting parties as they were set down and assumed at the date of signing the Contract.

## 8. INTERRUPTION OF ELECTRIC POWER SUPPLY

**Art. 16.** The interruption of the electric power supply shall be performed by:

- disconnecting the connection in case of the fixed consumption places;
- limiting the access of the electric traction units belonging to the Consumer to the railway contact line network in accordance with the provisions of the Tripartite Access Convention set down in Annex no. 3 to the Contract.

**Art. 17. (1)** The Supplier may interrupt the electric power supply to the Consumer upon a 5- working day prior notice in the following cases:

a) if the invoices for the equivalent value of the consumed electric power or the invoices for the penalties calculated in case of payment delays are not paid within the deadline set down in the Contract. In case of partial payments, by means of an explanatory note, the Consumer shall communicate to the Supplier the consumption places for which the invoice is not paid. In case that these data are not transmitted, the Supplier shall have the right to partially disconnect the consumption places in accordance with the criteria established by the latter, if this measure is subsequently applied;

b) if the authorized delegate of the Supplier is prevented in any way from having access to the metering units and the related equipment if these belong to the Consumer;

c) if the Consumer fails to transmit all the supporting electric power consumption data within the deadlines set down in this Contract or prevents the Supplier's representative from collecting the data necessary for the recalculation of the consumption, when there are found out situations leading to the incorrect recording of the electric power consumption;

d) if the Consumer does not update the total amount of the payment guarantees within the deadline set down in a notice by the Supplier.

**(2)** The Supplier shall interrupt the electric power supply to the Consumer, without any prior notice, in the following cases:

a) in case of proven fraudulent consumption of electric power, including the use of an electric traction unit not declared by the Consumer in accordance with the provisions of the Contract;

b) for the performance of manoeuvres and works required by emergency situations, including in order to avoid the dangers to the life or health of people and to prevent or limit the extent of damages;

**(3)** Any expenses incurred by the Supplier for the disconnection from and reconnection to the network of the Consumer shall be borne by the Consumer, except in the cases mentioned at paragraphs (1) (b) and (2) (b).

**(4)** The interruptions mentioned at paragraph (2) (b) shall be subsequently justified to the Consumer with the help of documents, upon the latter's written request submitted within 10 working days from the occurrence of the event.

**(5)** The electric power supply shall be resumed after the payment of all the payment obligations to the Supplier (the amounts invoiced for the electric power, the penalties for payment delays, and the expenses incurred by the Supplier for the interruption and resumption of the supply), and only after the Consumer has set up or, as the case may be, supplemented the payment guarantee. The supply shall be resumed by the Supplier in accordance with the provisions of the Tripartite Convention set down in Annex no. 3 to the Contract, after



having received the Consumer's request accompanied by the documents attesting the fulfilment of all the payment obligations set down in this article.

**(6)** If the resumption of the supply is not requested in writing by the Consumer, the Contract shall be considered unilaterally terminated by the Consumer. This provision shall not apply if the termination of the Contract has occurred by operation of law.

**(7)** If, within 1 year from the date of the electric power supply interruption, the Consumer fails to pay in full all his financial debts to the Supplier, the latter shall have the right to dismount the connection system of the fixed consumption place. The consumer with dismantled connection system shall have to go through all the connection stages just as a new user.

## **9. CESSATION, TERMINATION AND DENUNCIATION OF THE CONTRACT**

**Art. 18.** (1) The contract shall terminate by operation of law in the following cases:

- a) upon the expiry of the period of time for which it was concluded, if the parties do not agree to extend it;
- b) when during the performance of the contract there occurs a force majeure case established and invoked under the law;
- c) on the basis of the agreement of the parties in accordance with the provisions of the Contract;
- d) by unilateral termination in accordance with the provisions of the Contract;
- e) in any other situations set down by the law.

(2) The parties shall fulfil all the obligations incurred throughout the duration of the contract until its termination.

**Art. 19.** This Contract shall terminate by operation of law, without the intervention of a court, in the following cases:

- a) the breach, in bad faith, of the obligations assumed after the faulty party has been warned by means of a notice of these facts, and has taken no remedy measures within a reasonable period of time;
- b) the non-achievement or the full or partial modification of the purpose of the contract by one of the parties;
- c) the consumer has partially/fully transferred/transformed the rights or obligations under this Contract in favour of a third legal person without the prior consent of the Supplier;
- d) the full non-payment of the electric power invoices, the payment delay penalties and the possible expenses caused by the interruption of the electric power supply under this Contract;
- e) the repeated non-payment, namely the consumer is disconnected at least twice in the last 12 calendar months for the non-payment of the invoices, based on the issuance of the documents related to the supply interruption, respectively the right of access to the electrified railway infrastructure;
- f) the consumer refuses to conclude addenda to the existing contract or, as the case may be, a new contract, as a consequence of the changes in the regulations and/or circumstances on the basis of which it was concluded. These provisions shall not apply in case of the conclusion of the contract with disagreements, during their settlement stages. The Contract shall terminate if the parties cannot reach an agreement within 30 days from the entry into force of the new regulations;
- g) the non-fulfilment of any obligation under this Contract (except when the relevant obligation is exonerated in case of force majeure), including the failure to make payments, the failure of the Consumer to set up the payment guarantee;

- h) the Consumer is declared bankrupt, dissolves, cannot or fails to pay his debts or admits in writing his inability to pay his debts at the due date, or seizure or any other protective measure is enforced against its assets;
- i) the payment guarantee proves to be incorrect or misleading with regard to significant aspects when it was given.

**Art. 20. (1)** This Contract shall be terminated by the Supplier in case of fraudulent consumption of electric power;

(2) The fraudulent consumption referred to at paragraph (1) shall mean:

- a) the connection of any receiver or of the consuming system before the metering unit established in the technical connection permit;
- b) any change in the electric system affecting the correct operation of the metering unit;
- c) the use on the railway contact line network of a locomotive the use of which was not notified to the Supplier within 30 calendar days;
- d) the consumer loses its legal capacity as a consumer of electric power on the railway contact line network on the basis of which this Contract was concluded;
- e) the consumer modifies its registration data as a legal entity on the basis of which this Contract was concluded and it does not communicate this situation to the Supplier within 3 months from the date of the changes;
- f) the use of electric traction units of its own or of other RUs for its own benefit on the public or private railway infrastructure after the public railway infrastructure manager has taken measures to prohibit the access of the electric traction units in accordance with Annex no. 3 to the Contract.

(3) In the cases specified at paragraphs (2)(d) and (e), the Contract shall be terminated upon the issuance by the Supplier of a prior notice of 5 working days.

(4) In case of the termination of the supply contract, the conclusion of a new contract shall be subject to the payment by the consumer of the outstanding amounts related to the former contract.

**Art. 21. (1)** If there has taken place a cause of termination in respect of a party, the other party may terminate the contract by giving notice to the other party through the communication modalities under the Contract.

(2) A termination notice shall indicate both the cause of termination and the day at which the Contract is to be deemed terminated. The termination date may not fall earlier than the date at which the notice of termination is deemed to have been received under the Contract, but no later than 15 days from that date. Being effective from the date of termination, all the payment and performance obligations under this Contract shall be replaced by the obligation to pay damages for non-performance to the other party at the value calculated under the Contract.

(3) At the date at which there occurs a cause of termination under Article 19 (h), the party that terminates the Contract shall send to the other party a notice for establishing the termination date of the Contract, without the intervention of a court.

**Art. 22. (1)** The Contract may be unilaterally denounced by either party upon a 21-day prior notice.

(2) In case of the non-compliance with the unilateral denunciation deadline, the damaged party shall have the right to receive damages equal to the equivalent value of the non-contracted electric power, calculated as the average of the Consumer's consumption over the last 3 months of consumption, until the Contract expires;

(3) The parties shall expressly accept the clause of unilateral denunciation, a clause considered uncommon as provided by Article 1203 of the Civil Code.

**Art. 23.** The unilateral cessation, termination and denunciation of the Contract shall have no effect on the obligations related to the consumptions already incurred.

## 10. DISPUTES

**Art. 24. (1)** Any technical, operational or commercial disputes between the parties arising from the interpretation and/or performance of this Contract shall be amicably settled, through direct negotiations, within 15 calendar days from their notification by one party to the other party.

(2) The amicable settlement agreed by the two parties shall be recorded in a minutes.

(3) The parties shall agree that the disputes arising from the interpretation and/or performance of this Contract which cannot be amicably settled shall be submitted to the competent courts of law.

## 11. FORCE MAJEURE

**Art. 25. (1)** The parties shall be exonerated from any liability for the partial or total non- fulfilment of the obligations arising from this Contract, if this is the result of a force majeure case.

(2) The force majeure circumstances shall be those which may arise during the duration of this Contract following the occurrence of special events (natural disasters, war, embargo and the like) which could not have been taken into account by the parties upon the conclusion of the Contract, and are reasonably beyond the will and control of the parties.

(3) The Party invoking force majeure shall notify this in writing to the other Party within 3 working days from its occurrence, together with an estimate of the period of time after which it ceases its effects, and shall take any measures available to limit its consequences.

(4) The failure to fulfil the force majeure communication obligation shall not remove its liability exoneration effect, but the party invoking force majeure shall have the obligation to pay to the other party the damages caused by the non-communication.

(5) The performance of the Contract shall be suspended during the period of a force majeure case, but without prejudice to the rights that the parties had until its occurrence.

(6) The period of force majeure shall end upon the issuance by the party that issued the notice in accordance with paragraph (3) of a new notice for announcing that it can fulfil again all its obligations under the Contract.

(7) If the force majeure case lasts for more than 30 consecutive days or for more than 60 days accumulated in a calendar year, the party receiving the force majeure notice may terminate the Contract without any notice and without payment of penalties.

## 12. MODIFICATION OF CIRCUMSTANCES

**Art. 26. (1)** For the purposes of this Contract, the modification of circumstances means the entry into force of new legal regulations, the modification or abrogation of the existing ones after the conclusion date of this Contract.

(2) The Contract shall be automatically amended and/or supplemented if, by means of a new normative act, the clauses of this Contract and its annexes or of the contracts by which the Supplier purchases the electric power are amended or supplemented, whereas the parties shall have the obligation to update the Contract in accordance with the terms and conditions of the new normative act.

3. During the validity period of the Contract, either Party may propose in writing to the other Party amendments to the contract clauses. The other party shall express its point of view in writing within 15 days from the receipt of the request.

(4) Upon the consent of the parties, this Contract may be amended any time during its performance, by means of addenda to be an integral part of the Contract.

### 13. NOTICES

**Art. 27. (1)** The Parties shall agree that any notice, notice of default or request required or permitted under this Contract shall be transmitted in writing, and shall be deemed as transmitted only if it is:

- personally handed over to the relevant party by its representatives or
- sent by registered mail with return receipt requested by the party concerned or
- sent by fax with transmission receipt or
- sent by email to the designated address or contact persons of the relevant party. (2) The contact persons designated by each party shall be those in Annex no. 9.

(3) The correspondence addresses and the recipients may be changed any time by either party by means of a written notice to the other party, whereas the notice shall produce effects from the date of receipt.

(4) Any notice, notice of default or request shall be deemed as received by the recipient:

- at the time of its handing-over if personally handed over to the relevant party;
- within 3 calendar days after its sending by registered mail with return receipt;
- at the date of the fax transmission confirmed by the confirmation protocol;
- at the date of the email transmission to the designated address or contact persons.

### 14. FINAL PROVISIONS

**Art. 28. (1)** This Contract and all the obligations of the parties with regard to its performance shall be fully and in all aspects governed by the Romanian law in force.

(2) For the full or partial non-fulfilment of the obligations under this Contract, the parties shall be liable in accordance with the law in force.

**Art. 29.** Annexes no. 1 to 9 and any other annexes and addenda agreed by the parties by signing during its validity period shall be an integral part of this Contract.

The contract was concluded on ..... in 2 original copies, with the same legal force, one copy for each contracting party.

SUPPLIER,

CONSUMER,

CEO

CEO

Gabriel UNGUREANU

ECONOMIC DIRECTOR

Dan Liviu CORNEA

SUPPLY DIRECTOR

Valentin BADEA

OPERATION DIRECTOR

For the HEAD OF THE LEGAL OFFICE



Ionela GAE

HEAD OF SERVICE A.P.E.P.A.C.

Marilena POPESCU

HEAD OF FINANCIAR SERVICE BUDGET

Aurelia PĂTRU

HEAD OF F.E.E

Victor CROITORU

responsible for the contract

## **ANNEX 1 - DEFINITIONS AND ABBREVIATIONS**

- a. ANRE** – The Romanian Energy Regulatory Authority;
- b. To supply electric power** – to ensure the supply with electric power of some systems based on a contractual agreement;
- c. Connection permit** – written document issued by the supplier with regard to the electric power supply possibilities and conditions offered by the supplier in order to meet the consumer's requirements specified upon requesting the permit;
- d. Electric power consumer** – a legal person that may be a railway undertaking (abbreviated RU), a public infrastructure manager or another type of consumer that is supplied by the 25 KV railway contact line network, and purchase electric power for its own consumption or for a sub-consumer connected to its systems;
- e. End consumer** - a natural or legal person that consumes electric power on the basis of a contract for its own consuming electric systems or, in certain circumstances, for some end sub-consumers, by connecting one or several consumption places to the supply system of the supplier, through one or several delimitation points;
- f. Contract** – the legal document representing the agreement of the two parties concluded between a seller as an electric power supplier and a purchaser as an electric power consumer;
- g. Force majeure** – an event beyond the control of the parties, unpredictable and unavoidable, which is not due to their fault or guilt, and which prevents objectively and without any fault on the part of the supplier; As a rule, the force majeure case has an external origin coming from outside the person or activity scope of the consumer or of the supplier.
- h. Supplier** – the legal person holding a supply license that trades traction power to the consumer under a supply contract;
- i. Metering unit** – an assembly consisting of the measuring transformers and the electric meter, as well as all the intermediate elements constituting electric power metering circuits, including the securing elements. The location of the metering unit may be in the asset delimitation point of the systems or elsewhere in the consumer's systems, in this case the supplier having the right to invoice the electric power losses on the part of the system between the asset delimitation point and the location point of the measuring unit;
- j. Connection system** – the electric system linking the supplier's network in the connection point and the consumer's system in the delimitation point;
- k. Consuming system** – the assembly of the electric systems belonging to the consumer, located downstream of the asset delimitation point;
- l. Consumption place** – the location of the consuming systems of a consumer, including of its sub-consumers, which consume the electric power supplied by one or several supply systems. The consumer may hold one or several consumption places.
- m. Fixed consumption place** – the consumption place located in a fixed location relative to the railway contact line network.
- n. Mobile consumption place** – an electric locomotive connected to the railway contact line network through a pantograph system and consuming electric power of 25 kV;
- o. Peak consumption hours of the NPS** – the morning and evening hours approved, which represent consumption peaks in the National Power System;
- p. Supply price** – the price payable to the supplier by the consumer on the basis of the contract for the full and proper fulfilment of all the obligations under the contract. It shall not include the tariffs and charges levied for the electric power consumption under various regulations in force;
- q. Delimitation point** - the place where the consumer's systems are connected to the supplier's systems and where they are delimited as property;
- r. Contracted power** – the highest average power registered per hour or per 15 consecutive minutes, agreed in the contract, which the consumer has the right to absorb during the consumption period, for each consumption place;

- s. Power at peak hours of the NPS** – the highest average power registered per hour or per 15 consecutive minutes, agreed in the contract, to be absorbed by the consumer at the peak hours of the National Power System.
- t. Average power** – the power resulting from the ratio between the quantity of electric power contracted during a given period and the number of operation hours.
- u. Minimum breakdown power** – power strictly necessary for the consumer to maintain in service the power sets that ensure the security of the systems and the personnel;
- v. Minimum technological power** – the lowest power, under a limitation regime, necessary for a consumer to safely maintain in service, only those systems and equipment required for the technological process so as to avoid loss of production by damage.
- w. Regulations in force** – the totality of the laws, decisions, regulations, orders, instructions, directives, resolutions, provisions and regulations specific to the activity or the field to which reference is made and which are in force at the date of application;
- x. Limitation or restriction regime** – the situation when it is necessary to reduce to certain limits the electric power absorbed by the consumers, while the minimum technological power is supplied by the supplier, with a view to maintaining the operation parameters of power system within normal limits;
- y. National Power System - NPS** – the assembly of interconnected power systems located on the territory of the country, by means of which the electric power is produced, transported, distributed and used;
- z. Flat-rate system** – the modality of establishing the electric power consumption according to the installed power and the number of hours of use per types of electric receivers;
- aa. Breakdown event in the NPS** – the event during which, as a result of the failure of some power systems and units or of the sudden interruption of the import of electric power, the main parameters cannot be maintained within the normal operating limits of the NPS;
- bb. Sub-consumer** – the natural or legal person whose electric systems are connected to the electric systems of a consumer. The persons who arise by dividing an initial consumer into several economic entities or individuals are also considered electric power sub-consumers. In this case, the person who holds the power supply system becomes the consumer, whereas the others are considered sub-consumers;
- cc. Connection tariff** – the amount prepaid by a consumer for the execution of the power supply system and the connection to the supplier's network;
- dd. Financial day** – any day in which the banks through which the parties operate perform financial operations;
- ee. Sn** – the apparent nominal power measured in [VA] in the International System;
- ff. Pi** – the installed power measured in [W] in the International System.

SUPPLIER,

CONSUMER,

CEO  
Gabriel UNGUREANUSUPPLY DIRECTOR  
Valentin BADEA

**Anexa nr.1. LIST OF CONSUMPTION PLACES****I. List of mobile consumption places**

Locomotive producer	Type	Number	Depot	P <sub>n</sub> (kW)
2	3	4	5	6

**II. List of fixed consumption places**

Railway Regional Branch	Name of consumption place	Supplied systems	Station/ Distance	Sn trafo (kVA)	Pi (kW)
1	2	3	4	5	6
<b>TOTAL</b>					

**SUPPLIER,**CEO  
Gabriel UNGUREANU**CONSUMER,**SUPPLY DIRECTOR  
Valentin BADEA



**Anexa nr.2. CONVENTION ON THE RIGHT OF ACCESS TO ELECTRIFIED RAILWAY INFRASTRUCTURE OF ELECTRIC TRACTION UNITS****CONVENTION ON THE RIGHT OF ACCESS OF ELECTRIC TRACTION UNITS TO ELECTRIFIED RAILWAY INFRASTRUCTURE**

CFR No. .... of the date .....

ELECTRIFICARE No. .... of the date .....

OTF No. .... of the date .....

**1. Concluded between:**

a) the electricity supplier S.C. Electrificare CFR S.A., located in Bucharest, address: no. 38, Dinicu Golescu Blvd., sector 1, fiscal code RO 16828396, registered at the Trade Register at no. J40/16205/2004, legally represented by the Director General, Gabriel UNGUREANU, hereinafter referred to as ELECTRIFICARE.;

b) the administrator of the public railway infrastructure C.N.C.F. "CFR" S.A., located in Bucharest, address: no. 38, Dinicu Golescu Blvd., Sector 1, fiscal code RO 1105429, registered at the Trade Register at no. J40/9774/1998 legally represented by the Director General, Ion SIMU-ALEXANDRU, hereinafter referred to as CFR .;

c) railway undertaking ....., located in..... fiscal code RO. ...., registered at the Trade Register at no. J ....., legally represented by ..... , having the position of Director General, hereinafter referred to as RU.

2. This Convention shall be concluded for all electric traction units belonging to or used by the railway undertaking. An electric traction unit means any locomotive, electric motor or electric frame as specified in the Railway Technical Operation Regulation no. 002 approved by M.L.P.T.L. Order no. 1186 of 29.08.2001.

**3. The Convention is annex to:**

- Electricity supply Contract no. .... of the date ....., concluded by the final customer with the supplier referred to in point 1 a);

**Anexa nr.3. The Content of the Convention**

**Art. 1. - (1)** RU which has concluded an access contract on the railway infrastructure operated by CFR has the right to access with the electric traction units to the electrified railway infrastructure after the conclusion of the contract for supplying traction electricity with ELECTRIFICARE .

(2) CFR allows the RU`s electric traction units access to the electrified railway infrastructure if notified by ELECTRIFICARE that RU has concluded a contract for the supply of traction electricity with ELECTRIFICARE.

(3) RU accepts and agrees to have access right with the electric traction units to the electrified railway infrastructure operated by CFR only after the traction electricity supply contract with ELECTRIFICARE has been concluded.

**Art. 2. - (1)** On the first working day after the conclusion of the contract for the supply of traction electricity, ELECTRIFICARE has the obligation to communicate to CFR the number of the traction power supply contract,

the period of its validity, the beneficiary RU, as well as the possibility for the RU to use electric traction units on the electrified railway infrastructure operated by CFR.

(2) On the basis of the written notification submitted by ELECTRIFICARE, at the latest on the day following the receipt of the document, CFR shall grant access to the traction units of the RU on the electrified railway infrastructure.

**Art. 3.** - (1) If RU does not comply with at least one clause of the supply contract for which this contract provides for ELECTRIFICARE's right to require CFR to discontinue the power supply by withdrawing the right of access of electric traction units belonging to RU to the electrified railway infrastructure, hereinafter referred to as non-compliance, it proceeds as follows:

a) ELECTRIFICARE sends RU a notice of disconnection with at least 5 working days before the start of the withdrawal procedure of the access right of the electric traction units to the electrified railway infrastructure and RU has the obligation to remedy the non-compliance by the respective deadline ;

b) if the RU did not remedy the non-compliance after 4 working days after the expiration of the term of starting the procedure of withdrawal of the right of access of the electric traction units to the electrified railway infrastructure, ELECTRIFICARE sends to CFR and RU the withdrawal notice of the right of access of traction electric units belonging to RU.

c) if, after receiving the notice of withdrawal of the right of access of the electric traction units issued in accordance with the provisions of subsection b) until the date of effective withdrawal of the access right ELECTRIFICARE does not notify CFR to remedy the non-compliance by the RU, CFR prohibits the right of access of the electric traction units belonging to the notified RU to the electrified railway infrastructure and communicates ELECTRIFICARE the date on which the prohibition was applied;

d) if RU has remedied the non-compliance after the notification of the prohibition referred to in point b) ELECTRIFICARE is obliged to transmit this to CFR and RU through a notification of resumption of access of the electric traction units to the electrified railway infrastructure no later than the working day following the day when it is aware of its resolution;

e) if by the date of receipt from the ELECTRIFICARE of the notification referred to in d), the prohibition of access of the electric traction units belonging to RU has not yet been carried out by CFR, the request for prohibition shall not apply;

f) after confirming the remedial of the non-compliance by RU, in accordance with the provisions of point d) upon receipt of the notification from ELECTRIFICARE no later than the day after the receipt of the document, CFR shall allow the resumption of the right of access to the public railway infrastructure of the electric traction units belonging to the RU and shall notify the ELECTRIFICARE about the date of the implementation.

(2) The notification of the prohibition of the access right of the electric traction units transmitted by ELECTRIFICARE to CFR and RU according to par. (1) lit. (b) it contains at least the following information;

a) RU's identification data;

b) the clause in the supply contract that has not been met by RU, for which the supply is to be interrupted;

c) the application date of the measures prohibiting the access right of the electric traction units belonging to RU which may not be less than 5 working days.

(3) The notification of resumption of the access right of the electric traction units transmitted by ELECTRIFICARE to CFR and OTF according to par. (1) (d) contains at least the following information;

a) RU's identification data ;

b) the date on which RU remedied the non-compliance;

c) the request for the resumption of the access rights of the electric traction units belonging to RU to the electric railway infrastructure.

**Art. 4.** – (1) The responsibility for damages caused – by the interruption of the electricity supply under art. 1 belongs to RU if ELECTRIFICARE's request complied with the terms of the supply contract;

(2) ELECTRIFICARE is responsible for the correctness of the withdrawal and resumption notifications of the RU's right of access, as well as for the possible consequences thereof if it has unreasonably requested the interruption of the electricity supply.

**Art. 5.** – (1) For the purposes of the Contracting Parties, any notification addressed by one of them to the other shall be valid if it is forwarded to the addresses provided for in this Convention.

(2) Any communication between Parties concerning the fulfilment of this Convention must be communicated in writing.

(3) Any written document must be recorded both at the time of transmission and at the time of receipt.

(4) If the notification is made by post, it will be sent by registered letter with acknowledgment of receipt (A.R.) and it is deemed received by the recipient on the date mentioned on the acknowledgment of receipt.

(5) The communications between the parties may also be made by registration at the headquarters of the other party by telephone, fax or e-mail subject to written confirmation of receipt of the communication.

(6) If the notification is sent by telex or telefax, it shall be deemed received on the first working day following that on which it was dispatched.

(7) Verbal notifications shall not be taken into account by either party, unless confirmed, by means of one of the modalities provided for in the preceding paragraphs.

**Art. 6.** The provisions of the Romanian law apply to this Convention.

**Art. 7.** (1) Any possible disputes between the parties shall be settled, as far as possible, amiably.

(2) The parties shall have the right, prior to the commencement of any dispute settlement procedure, to issue notifications of non-compliance with the provisions of this Convention.

(3) The amicable solution accepted expressly and in writing by the parties shall be recorded in a document, integral part of this Convention.

(4) If one of the parties does not appear within 5 days of the date mentioned in the request for amicable settlement, it shall be deemed to tacitly acknowledge the other party's/other parties' point of view communicated by convening it to the meeting on the amicable settlement.

(5) If amicable settlement is not possible, any dispute arising out of or in connection with this Convention, including its conclusion, execution or termination, shall lie with the common law courts in Bucharest.

**Art. 8.** – The exonerating causes of liability for the partial or total non-fulfilment of the obligations arising under this Convention in situations of force majeure shall be those set forth in Art. 1.351 of the Law no. 287/2009 on the Civil Code, republished, as further amended.

**Art. 9.** This Convention shall be valid from the date of signature by all the signatory parties.

**Art. 10.** – This Convention is an annex to the electricity supply contract and forms an integral part of it, it shall enter into force on the date of signature and shall cease to have effect without the intervention of the court at the end of the contract referred to in point 3 of the preamble.

This Convention has been concluded today.....-S.C."Electrificare CFR"  
S.A.,....., S.N.T.F.C. CFR Calători S.A. ( RU ) .....-C.N. C.F.  
"CFR" S.A. in 3 (three) original copies, one for each signatory party.

**S.C. „Electrificare CFR” -S.A.** ..... **Compania Națională de Căi Ferate „CFR” - S.A.**

CEO  
Gabriel UNGUREANU

CEO  
Ion SIMU-ALEXANDRU

DEPUTY DIRECTOR GENERAL  
Valentin BADEA

OPERATIONS DEPUTY DIRECTOR GENERAL  
Viorel SCURTU

Head of Unit F.E.E.  
Victor CROITORU

TRAFFIC DIRECTOR  
Marian COȚOFANĂ

For the HEAD OF THE LEGAL OFFICE  
Ionela GAE

LEGAL DIRECTOR AND HUMAN RESOURCES  
Claudiu STROE

LEGAL DIRECTOR

## **Anexa nr.4. DETERMINATION OF THE QUANTITIES OF ELECTRIC ENERGY SUPPLIED**

**Art. 1. (1)** The determination of the electric energy used by the consumer shall be made at the patrimonial delimitation points between the consumer's installations and the facilities of railway contact network operator.

(2) The delimitation points are:

- collector shoes of electric locomotive pantograph for electric traction units;
- the clamps of the electric connections of the connection system to the railway contact network in the case of fixed consumption locations.

(3) In the determination of the electricity delivered to the consumer, there are added also the electricity losses for the supply of the railway contact network, respectively on the installations between the delimitation points of the installations of the grantees distributors and the facilities of the public railway infrastructure manager and the delimitation points defined in Art. 1 of this Annex.

**Art. 2. (1)** The determination of the amounts of electricity used by the consumer shall be based on the records/readings of the measuring groups.

(2) If the measuring group is not located in the patrimony delimitation point of the installations, the losses between the patrimony delimitation point and the measurement group, calculated according to the procedure approved by ANRE Order no. 75-2015, are added to the measured electricity.

(3) Unless otherwise agreed by the parties, the consumer shall ensure monthly readings of data recorded by the measurement groups and the transmission of files and consumption data, for the mobile consumption locations.

(4) In the case of fixed consumption places, reading of the values recorded by the measurement groups shall be done with the participation of the representatives of both parties.

(5) For the places of consumption in which the measuring group is not functional, the determination of the quantities of electricity used shall be made:

- proportionally to rail services made with unmetered locomotives on the contact network in the case of mobile consumption locations based on the specific consumption made by the consumer in the last 3 months for which there are completed data;
- according to the procedure approved by ANRE Order no. 121-2015 for fixed consumption locations.
- in the case of new consumers or without metering locomotives, in proportion to the rail services provided by the consumer's uncontrolled traction units based on the average specific consumption calculated over the entire network in the last completed month. "

(6) Securing the measuring groups circuits of the consumed energy shall be performed by the supplier on the basis of a specific procedure accepted by the two parties. Supplier costs related to the securing of the measurement groups circuits will be incurred by the consumer.

**Art. 3. (1)** In order to determine the electric energy used at fixed locations, the consumer shall transmit to the supplier, by the date of 10 of the month following the consumption, the situation of the consumed electricity broken down by each consumption location and centralized, determined according to art. 2 of this Annex;

(2) The situation of the electricity consumption of the fixed consumption locations shall be drawn up at the level of the territorial sub-units of the parties, the joint document being completed and transmitted to the central structures until the date of 10 of the month following the consumption.

(3) Until the same date - 10 of the month following the consumption one, for the mobile consumption locations, the consumer shall provide the supplier (the territorial and central representatives) with the following information in the models provided by him:

- a. the situation of the traction electric energy consumption centralized for all electric traction units used by RU consumer on the entire rail network;
- b. the consumption records of the electricity meters on the electric traction units between the dates 5-10 of the month following the consumption before the centralizing situations;
- c. the situation of the performance of any unmetered locomotive or having defective meter during the respective month and the total situation of the performance on the entire railway network, expressed in t.br.km;
- d. delivery and receiving documents of the electric locomotives;
- e. bulletins of metrological verification;
- f. protocols for sealing off the meters.

(4) At the written request of the supplier, within 3 working days from the request, the consumer shall also provide the supplier with other supporting documents regarding the electricity consumption.

(5) The consumer shall advise the supplier as soon as possible after the notice on the failure of a measuring group.

(6) Non-compliance with the transmission deadline of the electricity consumption situations shall be considered to be a violation in bad faith of the obligations assumed by the consumer and shall be treated in accordance with the contractual provisions, the duration of the notice in this case being of 5 working days.

**Art. 4.** For the determination of the total amount of electricity delivered to the consumer, the losses for the supply of the railway contact network shall be added to the electricity used in a quantity proportional with the consumption achieved, calculated as follows:

- a. the total losses for the supply of the railway contact network are determined as a difference between the electricity consumed by the railway network communicated by the grantee distributors and the total electricity consumed by the consumers of the railway network determined in accordance with this Annex;
- b. determining the share of the energy used by the consumer in the consumption achieved by all consumers of the contact network;
- c. determining the losses for the supply of the railway contact network incurred by the consumer on the basis of the share of the consumption determined at lit. b).

SUPPLIER,

CONSUMER,

CEO

Gabriel UNGUREANU

DEPUTUY DIRECTOR GENERAL

Valentin BADEA

## **Anexa nr.5. DETERMINATION OF THE DELIVERY PRICE AND ELECTRIC ENERGY COUNTER VALUE**

**Art. 1.** (1) The delivery price of the electricity is determined by the supplier on the basis of:

- the weighted average purchase price of electricity on the OPCOM markets for the delivery month;
- the counter value of the reactive electric energy registered by the grantee distributors related to the amount of active electric energy consumed according to the data communicated by the grantee distributors;
- the counter value of the costs of balancing on the electricity market related to the amount of active electricity consumed according to the data communicated by the grantee distributors;
- the counter value of the electricity supply costs at the location of consumption, related to the amount of active electric energy consumed in accordance with the data communicated by the grantee distributors. During the application of the contract, the equivalent value of the supply costs and the profit share is 22.15 lei / MWh for the energy consumed in 2021 and 23.62 lei / MWh for the energy consumed in 2022, value without VAT .;
- the counter value of the supplier's costs on the energy market related to the amount of active electricity consumed according to the data communicated by the grantee distributors. **This category includes fees, commissions or taxes charged by state authorities or institutions for the operation, performance of activities or transactions in the electricity markets;**

(2) The weighted average electricity purchase price for the delivery month shall be established as the ratio between the total counter value and the total quantity of electricity purchased from the OPCOM specific markets.

(3) The counter value of the electricity delivered to the consumer is determined as the product between the delivered electricity quantity determined according to Annex no. 4 and the delivery price thereof.

**Art. 2.** (1) To the counter value of the electric energy, the expenses determined by the mandatory tariffs are added according to the regulations in force:

- a) the counter value of the expenses for introducing into the transport network (Tg), if any;
- b) the counter value of the electricity distribution costs;
- c) the counter value of the electricity transport and system costs;
- d) the counter value of the costs of contributing to high efficiency cogeneration;
- e) the counter value of the green certificates costs;
- f) the excise tax stipulated by the fiscal legislation.

(2) The tariffs referred to in let. b) and c) apply to the values of the grantee distributors in the case of the fixed and other locations of consumption for which the determination of the electric power supply area is certain.

(3) For the locations of consumption other than those mentioned in paragraph (2) the tariffs applied are determined as follows:

- i. We subtract from the total counter value of the expenses related to the tariff, the counter value of the expenses of the locations of consumption stipulated in par. (2);
- ii. We subtract from the total amount of electricity, the electricity delivered to the locations of consumption provided in par. (2);
- iii. The average price shall be determined on the basis of reporting of the values specified in i and ii.

(4) During the period of application of the contract, the supplier has the right to introduce new elements for calculating the counter value of the electricity, if these are required by the changes in the regulations in force.

For these situations, the changes apply according to the provisions of the contract regarding the change of circumstances.

(5) In the calculation models used for data processing, the number of decimals is established by the supplier in compliance with the provisions of the legislation specific to the energy field and the fiscal field.

SUPPLIER,

CONSUMER,

CEO

Gabriel UNGUREANU

DEPUTY DIRECTOR GENERAL

Valentin BADEA

ECONOMIC DIRECTOR

Dan Liviu CORNEA

## **Anexa nr.6. BILLING AND PAYMENT CONDITIONS**

**Art. 1.** (1) During the performance of the contract, for each month of delivery, the supplier issues a presumed consume invoice equal to half of the counter value of the quantity of electricity consumed by him during the last month fully billed under this contract or previous contract;

(2) the value of the advance invoice is calculated in the amount of 75% or (100%) of the value of the amount of electricity consumed by the Consumer in the last month for which the partial regularization invoice was issued according to this contract or the previous contract.

(3) In the absence of a consumption history, the quantity of electricity taken into account when issuing the presumed consumption invoice is the one contracted by the consumer;

(4) The invoice is issued in the first decade of the delivery month, this being the "standard" billing modality.

(4) The consumer will pay the invoice issued according to par. (3) within 15 calendar days from the date of its receipt.

(5) The consumer who during the last calendar year did not unilaterally denounce or did not generate from its fault the termination of a contract with SC Electrificare CFR SA may opt to sign the contract for the "advance" payment method, case in which it will no longer constitute payment guarantees. In this case, the supplier issues an advance invoice by the date of 15 of the month preceding the contractual one. The consumer will pay the invoice issued three days before the start of the contractual month. The advance bill is equal to at least  $\frac{3}{4}$  (three quarters) of the counter value of the electricity quantity consumed by it in the last fully invoiced month.

(6) At the request of the Supplier, the Consumer shall send to him within a maximum period of 5 days, the supporting documents regarding the payment provided in par. (5).

**Art. 2.** (1) The month following the contractual one, the supplier issues a partial adjustment invoice representing:

a. the difference between the partial counter value of the electricity consumption per contractual month calculated according to the contract and the counter value of the invoice for presumed consumption for the consumers who opted for the standard payment method;



b. The difference between the partial counter value of the electricity consumption per contractual month calculated according to the contract and the counter value of the advance invoice for the consumers who opted for the method of advance payment.

(2) The invoice shall be accompanied by a calculation note detailing the counter value of the electricity, the delivery price and of the quantity of electricity.

**Art. 3.** (1) After the suppliers of services related to the electricity consumption have settled all the expenses imposed by the regulations in force, the supplier issues a final settlement invoice representing the difference between the total final value of the electricity per contractual month and the counter value of the invoice issued previously according to art. 2.

(2) The invoice shall be accompanied by a calculation note detailing the counter value of the electricity, the delivery price and the quantity of electricity.

(3) Invoices issued in accordance with the provisions of art. 1 par. (1) and (5), art. 2. and art. 3, shall be made by the supplier on paper and transmitted to the consumer in the electronic format provided by the Fiscal Code. The transmission of invoices in the electronic format is done under the conditions established by art. 27 of this contract, regarding the notifications. Transmission of original paper documents to the consumer's premises will be made until the due date of the invoices.

**Art. 4.** (1) The consumer pays the invoices issued according to art. 2. and art. 3. within 15 calendar days of their receipt.

(2) If the payment day determined in accordance with paragraph (1) is not a financial day, then the payment day is the next financial day.

(3) The invoice is considered to have been paid by the consumer on the date on which the payment appears to have been made in the consumer's bank statement, the date of cash entry in the supplier's cash desk or the date of the Minutes of the Meeting issued by the Ministry of Economy and Commerce in the case of settlements made through a clearing order;

(4) In order to settle the counter value of the consumed electricity, the parties agree to use the following payment instruments:

a) the payment order - when the transaction is performed through the bank;

b) receipt - when the transaction is made through the supplier's cashier;

c) the clearing order - when the transaction is performed only with the prior written consent of the supplier obtained within the first 5 working days after the receipt of the invoice and the compensation is completed until the due date of payment of the invoice; if the completion of the compensation exceeds the maturity of the invoice, the consumer will bear the penalties provided by art. 1 - Annex no. 8 of this contract.

(5) At the request of the supplier, the consumer shall send to the latter, within the maximum term of 5 days, the supporting documents regarding the payments provided in paragraph (3).

**Art. 5.** In order to settle the value of the electricity consumed, the parties agree to use the following payment instruments:

a) payment order - when the operation is performed through the bank;

b) receipt - when the operation is performed through the cashier of the supplier;

c) clearing order - when the operation is carried out only with the prior written consent of the Supplier obtained in the first 5 working days from the receipt of the invoice, and the clearing is completed until the due date for payment of the invoice; in case the finalization of the compensation exceeds the payment deadline of the invoice, the consumer will bear the penalties provided by Art. 1 - Annex no. 8 of this contract.

**Art. 6.** (1) If an amount invoiced by the supplier is disputed in whole or in part by the consumer, he shall submit a written note to the supplier containing his objections, within 3 working days from the date of receipt of the invoice, and shall pay the amount remained uncontested until the payment deadline.



(2) The Consumer's objections regarding the invoiced values presented in the written note will be reconciled between the parties within 5 working days from the date of receipt of the claims made by the Consumer, following that after conciliation the corresponding regularizations will be made.

(3) For the disputed amounts, but subsequently settled amicably due by the Consumer, he will pay in addition to the amount due, a penalty calculated according to the provisions in Annex no. 8.

(4) If, as a result of the appeal, the reduction of the invoiced values has been established, the Consumer shall be reimbursed any amounts and related penalties calculated in accordance with Annex no. 8, already paid, corresponding to the respective reduction.

(5) In this case, the Supplier will issue a reversal invoice (in red) for the amount by which the initial invoice was reduced.

(6) No penalty shall be levied for the difference between the amounts contested and those settled amicably or by the competent courts.

**Art. 7.** The consumer opts for the payment option:

1). Advance payment according to Art. 1, para. (1) of this Annex calculated at 75%.

2). Advance payment according to Art. 1, para. (1) of this Annex calculated for an amount of 100%, in which case the Consumer will benefit from a reduction of 0.13 lei / MWh (compared to the value of 23.62 lei / MWh) of the equivalent value of the supply costs and the quota profit, component of the delivery price determined in Annex no. 5, Article 1, para. (1).

SUPPLIER,

CONSUMER,

CEO

Gabriel UNGUREANU

ECONOMIC DIRECTOR

Dan Liviu CORNEA

DEPUTY DIRECTOR GENERAL

Valentin BADEA

## **Anexa nr.7. PAYMENT GUARANTEES**

**Art. 1.** (1) The consumer who opted for the standard payment referred to in art. 1 par. (1) to (4) of Annex no. 6 to this contract and which do not comply with the conditions of Article 7 paragraph (2) of this Annex shall provide the Supplier with payment guarantees:

- a. Letter of bank guarantee issued by a bank agreed by the Supplier in favour of it.
- b. Bank deposit available to the Supplier in the amount and validity communicated by him, opened at a bank;
- c. Public securities held at a custodian bank, authorized by the National Bank of Romania (NBR);
- d. Deposit certificates held at a custodian bank, authorized by the NBR;
- e. Escrow bank deposit;
- f. Financial loss insurance to cover the non-payment risk, issued in favour of the supplier;
- g. Other legal forms of guarantee agreed by the parties.

(2) The financial guarantee shall meet cumulatively the following conditions:

- a) not to be revoked by the issuer and be executed by the supplier;
- b) expressly provide that it is issued in favour of the supplier solely to guarantee the obligations arising under the current contract;
- c) have a period of validity longer with 72 days than the period of validity of the supply contract;
- d) to be expressed in lei at the value set by the supplier.

(3) All fees and bank charges relating to the provision of payment guarantees shall be borne by the consumer.

(4) The value of the payment guarantees shall be as follows:

$FG = Vmz \times T_{payment} = \dots\dots\dots = \dots\dots\dots$  without VAT ( $\dots\dots\dots$  lei with VAT), where:

-  $Vmz$  - the average daily counter value of electricity consumed by the consumer in the last 12 months, respectively the estimated average daily counter value for the next 12 months, if there is no consumption history for the last 12 months, respectively  $\dots\dots\dots$  lei without VAT;

-  $T_{payment}$  - the number of days between the start date of the contractual month and the date when the supplier may apply the measures to limit the access of the traction

units to the railway contact network, respectively 52 days, according to the provisions of the contract.

(5) The presentation term of the payment guarantees issued in accordance with paragraph (1) at the Supplier's premises shall be of at least 3 financial days prior to the first day of delivery of the electricity and shall be a condition of effective entry into force of the contract.

(6) Failure to provide the payment guarantee means the effective non-entry into force of the contract and leads to the obligation of the consumer to pay the supplier a compensation equal to the counter value of the electricity corresponding for a delivery period of 31 calendar days determined on the basis of the average daily counter value consumed or going to be consumed determined at par. (4). The invoice issued by the supplier in this case will be sent to the consumer at the latest 10 calendar days after the completing deadline for submitting the payment guarantees.

(7) If the establishment of the payment guarantees is set during the progress of the contract, the deadline for their submission shall be communicated by the Supplier, without being less than 30 days.

**Art. 2.** (1) The supplier has the right to compare the value of the already established payment guarantees with the value of the actually consumed energy and to request their updating, but not earlier than 6 months, respectively 3 months, for new consumers from the date of constitution/date of last update.

(2) The request for updating the guarantees shall be made by written notification.

(3) If the request for updating is made by the consumer, within 10 working days from the receipt of the request, the supplier shall transmit him a notification with the calculated updated value.

**Art. 3.** The consumer has the obligation to submit to the Supplier the documents proving the updating of the financial guarantee within 30 days from the date of receipt of the update notification.

**Art. 4.** (1) If the consumer does not fulfil the payment obligations towards the supplier at contractual terms, the supplier is entitled to:

a) to notify the consumer on the intention to execute the payment guarantees at the end of 4 days from the payment deadline established by the notice of power interruption, issued according to art. 17 of the Contract;

b) to execute the financial guarantee constituted within the limit of the payment obligations unpaid upon the fulfilment of the term of electricity supply interruption established by the notice.

(2) If the amount of the debts is higher than the value of the guarantees, the provider shall execute the guarantee, and the remaining debts shall be recovered according to the legislation.

(3) The performance of the guarantees does not exonerate the consumer from paying the penalties calculated according to the Contract.

**Art. 5.** (1) In the case of total or partial execution of the guarantees, the supplier has the right to request their reconstitution at the initially calculated value, according to the contract by written notice.

(2) The consumer is obliged to send to the supplier the documents proving the reconstitution within 15 days from the receipt of the notification.

**Art. 6.** The guarantee shall be returned to the consumer to the extent that it has not been executed in the following situations:

a) at the time up to which it was set up, taking into account the current debts of the consumers;

b) before the set-up date at the consumer's request, provided that he has paid all the debts related to the application of the contract.

**Art. 7.** (1) The consumer who opted for the "advance" payment method specified in Annex no. 6, art.1, paragraph (5) shall be exempted from the obligation to provide payment guarantees if, on the date of signature of the contract or of the additional act to extend the validity of the contract, it complies with the following conditions:

- during the last 9 calendar months, he didn't record delays bigger than 10 days towards the due date to the payment of electricity invoices.

- he has paid in full any penalties invoices for the delays to the payment of electricity invoices.

(2) If during the period of contract implementation, the consumer has been issued with at least 2 (two) notifications for forbidding the right of access of the traction units belonging to him, the supplier has the right to request the consumer by written notification, payment guarantees (3) The notification issued according to par. (2) shall indicate the value of the guarantees and the term of constitution determined according to the contract.

(4) The consumer is obliged to establish the payment guarantees within 30 days from the date of receipt of the notification, otherwise the supplier may apply the restrictions stipulated in the contract.

**Art. 8.** The provisions of art. 7 also applies to the consumer who has opted for the "standard" payment method if he complies with the requirements of that Article.

**Art. 9.** (1) If, during the term of the contract, the consumer having payment guarantees fulfills the conditions provided by art. 7, par. (1), he shall be entitled to require the supplier to repay the guarantees.

(2) The supplier shall notify in writing the acceptance of the refund of the guarantees within 30 days from the date of receipt of the consumer notification.

SUPPLIER,

CONSUMER,

CEO

Gabriel UNGUREANU

ECONOMIC DIRECTOR

Dan Liviu CORNEA

DEPUTY DIRECTOR GENERAL

Valentin BADEA

## **Annex no. 8 - PENALTIES AND DAMAGES**

**Art. 1.** (1) The non-payment of the sums due by the consumer according to the contractual payment deadlines shall result in the payment of penalty interest, as follows:

a. penalty interests shall be calculated for each day of delay starting from the day immediately following the due date and up to the date of payment of the due amount, including;

b. The penalty interest rate is 0.03% for each day of delay. It will be correlated by the conclusion of an Addendum, whenever the legal penalty interest, which is set at the NBR reference interest rate plus 8 percentage points, changes according to the provisions of art. 3 par. (21) of GO no. 13/2011 regarding the legal interest payable and penalizing for monetary obligations, as well as for the regulation of financial-fiscal measures in the banking area, with the subsequent additions and amendments.

(2) The total amount of the penalties may not exceed the value of the invoice.

(3) If after 5 days of applying the penalty interest the invoice has not been paid by the consumer, the supplier will issue a 5 working days notice to be sent to the consumer;

(4) After minimum 25 days from the application date of the penalty interest, the pre-notification procedure shall be considered fulfilled, the supplier being able to effectively discontinue the electricity supply of the consumer's locations belonging to the respective consumer according to the provisions of the present contract;

(5) The consumer is fully responsible for any consequences resulting from the interruption of supply in the consumption locations.

(6) The payment term of the invoices for the penalty interest calculated for the delays in the payment of the counter value of the consumed electricity is of 30 calendar days, the non-compliance of it allows the supplier to give notice of the interruption of the electricity supply, which is of 5 working days.

**Art. 2.** (1) The non-payment of the amounts due by the consumer whose electricity supply has been interrupted within 60 calendar days from the date of the oldest invoice, gives the right to the supplier to terminate this contract and the recovery of the amounts due to be done according to the regulations in force.

SUPPLIER,

CONSUMER,

CEO

Gabriel UNGUREANU

ECONOMIC DIRECTOR

Dan Liviu CORNEA

DEPUTY DIRECTOR GENERAL

Valentin BADEA

## **Annex no. 9 – DESIGNATED CONTACT PERSONS**

### **S.C. "Electrificare CFR" S.A. as Supplier**

#### **1. Main Offices:**

- SUPPLY DIRECTOR - Valentin BADEA - email: [valentin.badea@e-cfr.ro](mailto:valentin.badea@e-cfr.ro) - tel: 0730.969.019;

-Head of F.E.E. - Victor CROITORU - email: [victor.croitoru@e-cfr.ro](mailto:victor.croitoru@e-cfr.ro) - tel: 0730.731.804;

-Economist II - Mirela RĂCIANU - email: [mirela.racianu@e-cfr.ro](mailto:mirela.racianu@e-cfr.ro) - tel: 0737.031.796;

-Engineer III - Ovidiu RUICAN - email: [ovidiu.ruican@e-cfr.ro](mailto:ovidiu.ruican@e-cfr.ro) - tel: 0722.693.229;

#### **2. Territorial:**

- **Bucharest subsidiary:** Gabriela VASILE, tel. 0739.969.051, e-mail: [gabriela.vasile@e-cfr.ro](mailto:gabriela.vasile@e-cfr.ro), for Bucharest depot and the assigned fleet;
- **Craiova subsidiary:** Florin BARBU, tel. 0728.853.860, e-mail: [florin.barbu@e-cfr.ro](mailto:florin.barbu@e-cfr.ro), for Craiova depot and the assigned fleet;
- **Timisoara subsidiary:** Grigore CIUPAG, tel. 0729.009.591, e-mail: [grigore.ciupag@e-cfr.ro](mailto:grigore.ciupag@e-cfr.ro), for Timisoara depot and the assigned fleet;
- **Cluj subsidiary:** Nicolae ONIGA, tel. 0741.243.651, e-mail: [nicolae.oniga@e-cfr.ro](mailto:nicolae.oniga@e-cfr.ro), for Cluj depot and the assigned fleet;
- **Brasov subsidiary:** Laszlo CHERCIU, tel. 0730.969.476, e-mail: [laszlo.cherciu@e-cfr.ro](mailto:laszlo.cherciu@e-cfr.ro), for Brasov depot and the assigned fleet;
- **Iasi subsidiary:** Raluca Iuliana BLAJ ARTUSENCO, tel. 0728.180.143, e-mail: [raluca.artusenco@e-cfr.ro](mailto:raluca.artusenco@e-cfr.ro), for Iasi depot and the assigned fleet;
- **Galati subsidiary:** Petrișor DONUTE, tel. 0730.969.752, e-mail: [petrisor.donute@e-cfr.ro](mailto:petrisor.donute@e-cfr.ro), for Galati depot and the assigned fleet;
- **Constanta subsidiary:** Marin CONSTANDA, tel. 0720.174.618, e-mail: [marin.c.constanda@e-cfr.ro](mailto:marin.c.constanda@e-cfr.ro), for Constanta depot and the assigned fleet;

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