



CFR NETWORK STATEMENT - 2024

**ANNEX 27.a** **CONTRACT ON SUPPLYING ELECTRIC POWER (STANDARD MODEL)**

**Validity:** 10.12.2023 – 14.12.2024

**Version:** 13.0.0

**Update:** 26.04.2023



COMPANIA NATIONALA DE CAI FERATE CFR SA

# CONTRACT

## of electricity supply

### for places of consumption fed from the railway contact network

#### 1. THE CONTRACTING PARTIES

Between

**SC" ELECTRIFICARE CFR" SA**, with headquarters in the Bucharest , B- dul Dinicu Golescu no. 38, sector, telephone 021/319.25.12 and fax 021/311.98.38, having Registration Code tax number (CIF) RO16828396, registered at the Registry Office Trade - Municipality Bucharest under the number J40 / 16205/2004, transfer account no. RO85 BTRL RONC RT0P 9585 0201 opened at Banca Transilvania – Gara de Nord Branch , holder of ANRE supply license no. 767 /21.12.2006, extended by supply license no. 1966/ 09.11.2016, EIC code 30XROELECTRCFR-W , legally represented by **Ștefan-Răzvan RĂDULESCU** , General Manager and **Adrian GOȘEA** , Financial Director, having the quality of **Supplier** on the one hand

and

..... with headquarters in .....  
....., registered TO Register commerce with number J....., having a Unique Fiscal Registration Code (CIF) ....., code IBAN no. ....  
....., open at ..... , represented by ..... -  
Director General and .. - Economic Director, as the final Customer, hereinafter referred to **Consumer** , on the other hand

#### 2. TERMINOLOGY

**Art. 1.** The terms used in the present contract are defined in Appendix no. 1 to this contract.

#### 3. OBJECT 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 right of use on the public railway infrastructure is communicated by the Consumer at the conclusion of the contract and is updated whenever the locomotives are introduced or permanently withdrawn from the railway contact network Romanian.

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

#### **4. CONTRACT PERFORMANCE CONDITIONS**

**Art. 3.** (1) The quantity of electricity traded according to this contract represents the quantity communicated between the Parties until the 15th of each month as follows: The Consumer notifies the Supplier of the quantity of electricity contracted for the following month of consumption, the Supplier assuming the obligation to deliver it to the railway contact network and sell it to the Consumer, the Consumer assuming the obligation to extract it from the railway contact network and buy it at the contract price. The estimated electricity consumption for the period 01.04 – 31.12.2023 will be ..... MWh.

(2) During the consumption month, the Consumer can notify the Supplier exceeding or decreasing the contracted quantity at least 3 working days before the actual exceeding or decreasing date.

(3) Overage or reduction notifications made during a month will not change by more than 15% more or less the originally contracted quantity for that month.

(4) In the case of non-communication within the deadline of the monthly energy requirement, the amount of contracted electricity taken into account by the Supplier is the average of the purchases made by the Consumer according to the available history, for which the final regularization invoice was issued.

**Art. 4.** None of the provisions of this contract, regarding the Supplier's obligations to sell the contracted quantities at the contract price, exempts the Supplier from the obligation to strictly comply with the provisions of the Transport and System Operator and the Railway Contact Network Operator, given in accordance with the provisions in force.

**Art. 5.** None of the provisions of this contract regarding the Consumer's obligations to purchase the contracted quantities at the contract price, does not exempt the Consumer from the obligation to strictly comply with the provisions of the Transport and System Operator and the Railway Contact Network Operator, given in accordance with the provisions in force.

**Art. 6.** The determination of the quantities of electricity delivered and traded monthly is done in accordance with the provisions of the "Electricity Measurement Code", specific regulations and Annex no. 4 to this contract.

**Art. 7.** The temporary suspension of the supply of electricity can be carried out, at the written request of the Consumer, without termination of the contract, after a period of 20 days from the date of the request, for a period of at least one month and at most 6 months in a year.

#### **5. VALIDITY PERIOD OF THE CONTRACT**

**Art. 8.** (1) The validity period of this contract begins on the date of its signing and ends on 31.12.2023 (date of termination of validity of the contract) .

(2) The effective date of entry into force of the contract is the date of commencement of electricity deliveries, provided that the Supplier and Consumer fulfill the preceding obligations provided for in the contract, respectively 04.01.2023.

(3) Upon the expiration of the validity period, the Parties will still be bound by the terms and conditions of this Agreement for the enforcement of the rights and obligations of the Parties related to the settlement of the counter value of the energy already consumed, as they arise from this Agreement before the end of the Validity Period.

## **6. OBLIGATIONS AND RIGHTS**

**Art. 9.** (1) The parties oblige each other to obtain and keep, throughout the duration of the contract, all the necessary approvals for each of them to exercise the obligations contained in this contract, at the same time complying with all legal requirements.

(2) The parties oblige each other to ensure access, in accordance with the law, with the confidentiality restrictions specified in Art. 14, to all information, documentation or data necessary for the smooth execution of the contract.

(3) The parties guarantee to each other that this contract represents a firm, legal, legally enforceable obligation in its terms.

(4) During the development of the contract, the parties are obliged to obtain / maintain / update / the authorizations / attestations / certifications necessary for the proper development of the contract and compliance with all the obligations of the contractual terms.

**Art. 10.** The supplier has the following obligations:

- a) to hold an electricity supply license for the duration of the contract and to comply with its conditions;
- b) to ensure the delivery to the Consumer of the contracted energy under the terms of this contract;
- c) to grant compensation to the Consumer for non-compliance with the obligations provided for in the performance standard for the electricity supply activity, approved by order of the president of ANRE;
- d) to establish the quantities of energy traded and invoiced according to the provisions of this contract;
- e) to accept the temporary suspension of supply for the places of consumption proposed by the Consumer.
- f) to initiate the modification and completion of the electricity supply contract or its annexes through additional documents whenever new elements appear, when it considers it necessary to detail, complete or introduce new clauses, and which could not be identified at the conclusion of the contract;
- g) to verify as soon as possible the special situations notified by the Consumer and to respond within the legal term to all complaints and written notices related to the supply activity;
- h) to invoice the Consumer for the counter value of electricity according to Annex no. 6 of the contract at the delivery price;
- i) to pay the Consumer, in case of termination due to the Supplier's fault, the penalties and compensations provided for in the contract.
- j) to pay the Consumer the compensation received in accordance with the provisions of the distribution contract concluded with the concessionaire network operator.

**Art. 11.** (1) The supplier has the following rights:

- a) to bill the Consumer for electricity at the price established according to Annex no. 5 of the contract together with the tariffs applied to consumption according to the regulations in force and to collect their counter value, in accordance with the provisions of Annex no. 6;
- b) to bill the Consumer for the penalties calculated for late payment according to Annex no. 7 of the contract and the regulations in force and to collect their consideration;
- c) in the conditions of non-compliance by the Consumer with the contractual clauses, non-payment of the electricity price and penalties;
- d) to have unconditional access to the measurement groups mounted on the electric traction units belonging to the Consumer and, as the case may be, to his telemanagement system, to receive the

consumption files within the term stipulated in the contract;

e) to have access to the Consumer's installations, to check the functioning and integrity of the seals of the measuring groups. Access will be carried out in the presence of the authorized delegate of the Consumer;

f) to ascertain through its own personnel, if necessary, the fraudulent consumption of electricity in the Consumer's installations, to apply the sanctioning measures for these situations in accordance with the regulations in force;

**Art. 12.** The consumer has the following obligations:

a) to communicate in writing to the Supplier any changes to the elements that formed the basis of the contract and that were not identified at the conclusion of the contract;

b) to draw up and make available to the Supplier the traction electricity consumption forecasts in order to achieve the planned daily and monthly consumption curves;

c) to accept the electricity and pay its consideration as well as the penalties due for late payment calculated according to the contractual provisions;

d) not to break the seals of the measuring groups or to modify their mounting scheme;

e) to transmit to the Supplier by the 10th of the month following the month of consumption, the consumption situation according to the provisions of the contract;

f) to provide unconditionally to the Supplier the possibility of checking the consumption data recorded by the Consumer's meters and transmitted;

g) to pay the Supplier in case of termination due to the Consumer's fault, the penalties and compensations provided in the contract for these situations.

h) to PAY equivalent energy consumption \_ electric recalculated for a period previous established according to regulations applicable then \_ when found \_ Register erroneous energy consumption \_ \_ electric or of one billing erroneous consumption; \_

**Art. 13** The consumer has the following rights:

a) to receive the contracted amount of energy and consume it from the railway contact network in accordance with the provisions of this contract;

b) to request the Supplier to modify and complete this contract and its annexes or to initiate additional documents to the contract, when new elements appear or when it considers it necessary to detail or complete some contractual clauses that were not identified at the conclusion of the contract; to ask the Supplier to make available the situation with energy consumption and the breakdown of costs.

## **7. CONFIDENTIALITY**

**Art. 14.** (1) Each party undertakes to ensure the confidentiality of all information, documentation, data or knowledge provided by the other party under this contract and not to disclose them to a third party, in whole or in part, without the written consent of the other part.

(2) I make an exception from the provisions of para. (1):

- the information requested by the competent authorities, in accordance with the regulations in force;

- the information that was made public until the conclusion of the contract;

- the information that must be transmitted during the normal performance of the activities that constitute the object of the contract.

(3) In the execution of this Agreement and with reference to the processing of personal data, the Parties assume the obligation to fully comply with the provisions of Regulation (EU) 679/2016

regarding the protection of natural persons with regard to the processing of personal data and regarding free circulation of these data.

(4) With regard to the personal data of the legal representatives of the signatory parties, of the contractually designated contact persons and of the employees of the parties designated to ensure the execution of the contract, both parties guarantee that the processing of the personal data of these concerned persons will be with compliance with the requirements of Regulation (EU) 679/2016, each party committing to ensure the information of the persons concerned according to art. 13 of Regulation (EU) 679/2016.

## **8. ASSIGNMENT OF THE CONTRACT**

**Art. 15.** (1) The parties may assign only the claims arising from this contract, the obligations arising remain the responsibility of the contracting parties as they were stipulated and assumed on the date of signing the contract.

## **9. INTERRUPTION OF ELECTRICAL ENERGY SUPPLY**

**Art. 16.** Interruption of electricity supply until all non-conformities are remedied, is carried out by: disconnecting the connection in the case of fixed consumption places;

prohibiting the access of electric traction units belonging to the Consumer to the railway contact network according to the provisions of the tripartite access Convention provided in Annex no. 3 of the contract.

**Art. 17.** (1) The Supplier may request the interruption of the electricity supply to the places of consumption belonging to the Consumer with a notice of 5 working days, in the following cases:

- a) failure to pay by the term stipulated in the contract the invoices for the countervalue of the consumed electricity or the invoices for the penalties calculated in case of late payment.
- b) preventing in any form the authorized delegate of the Supplier from having access to the measurement groups and the equipment related to them if they belong to the Consumer;
- c) failure by the Consumer to transmit all supporting electricity consumption data by the terms established by this contract or preventing the Supplier's representative from collecting the necessary data for the recalculation of consumption, in case of finding situations that lead to the erroneous recording of electricity consumption;
- d) in case of proven fraudulent consumption of electricity, including the use of an electric traction unit not declared by the Consumer according to the provisions of the contract;

(2) Any expenses incurred by the Supplier for disconnecting and reconnecting the Consumer to the network will be borne by the Consumer;

(3) The resumption of the electricity supply is carried out after the remedy of all non-conformities for which the interruption of the electricity supply to the places of consumption belonging to the Consumer was requested. The resumption of the supply is requested by the Supplier according to the provisions of the tripartite Convention provided in Annex no. 3 of the contract after receiving the documents certifying the fulfillment of the obligations stipulated in the contract.

(4) If the necessary conditions for the resumption of electricity supply were not ensured by the Consumer, the contract is considered unilaterally terminated by the Consumer. This provision is not applicable in case of legal termination of the Contract.

## **10. TERMINATION, TERMINATION AND TERMINATION OF THE CONTRACT**

**Art. 18.** (1) The contract terminates by law in the following cases:

- a) at the expiration of the period for which it was concluded, if the parties do not agree on its extension;
- b) when a cause of force majeure intervenes in the development of the contract established and invoked under the conditions of the law;
- c) based on the agreement of the parties according to the provisions of the contract;
- d) by unilateral denunciation in the cases provided for in this contract;
- e) in any other situations provided by law.

(2) The parties undertake to fulfill all their obligations that arose during the period of the contract until its termination.

**Art. 19.** The termination of this contract takes place by law without the intervention of the court in the following cases:

- a) breach in bad faith of the assumed obligations after the guilty party was warned by a notification about these facts and did not take remedial measures within the terms established by the contract;
- b) non-fulfillment of the object of the contract in whole or in part by one of the parties;
- c) The consumer transferred/transformed partially or fully the rights or obligations established by this contract in favor of a third party legal entity without the prior consent of the Supplier;
- d) non-payment of electricity bills in full, late payment penalties and possible expenses determined by the interruption of electricity supplies according to this contract;
- e) repeated non-payment, i.e. the Consumer ends up at least twice in the last 12 calendar months in the situation of being effectively disconnected for non-payment of invoices by issuing the documents of interruption of supply, i.e. regarding the right of access to the electrified railway infrastructure;
- f) the refusal of any party to conclude additional documents to the existing contract or, as the case may be, a new contract under the conditions of the change in the regulations and/or the circumstances that were the basis of its conclusion. These provisions do not apply in the case of signing the contract with differences during the stages of their resolution. The termination of the contract takes place if the parties do not reach an agreement within 30 days from the entry into force of the new regulations;
- g) non-execution of any obligation according to this contract (other than when said obligation is extinguished in case of force majeure), including non-payment;
- h) one of the parties is declared bankrupt, dissolves, becomes incapable or admits in writing the inability to fulfill its contractual obligations, its assets are seized or another insurance measure is instituted that prevents it from carrying out activity;

**Art. 20.** (1) The termination of this contract is done at the initiative of the Supplier in case of fraudulent consumption of electricity;

(2) Through the fraudulent consumption provided for in para. (1) it is understood:

a) connecting any receiver or user installation before the measurement group established by the technical connection notice;

b) any intervention in the electrical installation that affects the correct functioning of the measuring group;

c) the use on the railway contact network of a locomotive about the use of which it has not communicated to the Supplier within 30 calendar days;

d) The consumer loses the legal status of electricity consumer on the railway contact network on the basis of which this contract was concluded;

e) The Consumer modifies the registration data as a legal entity on the basis of which this contract was concluded and does not communicate this situation to the Supplier within 3 months of making the modifications;

f) the use of own electric traction units or belonging to other OTFs in their own interest, on the public railway infrastructure after the application of measures by the administrator of the public railway infrastructure to prohibit the access of electric traction units according to Annex no. 3 to the contract.

(3) In case of termination of the supply contract, the conclusion of a new contract is conditional on the payment by the Consumer of the outstanding amounts from the old contract.

(4) The Supplier shall send to the Consumer the notice of termination of the contract at least 15 days before the date of termination. Termination takes place only if until in the day previous the termination date the client does not provide proof PAYMENT sums DUE or proof CORRECTION the underlying causes the notice of termination of the supply contract.

**Art. 21.** (1) If a cause of termination regarding one party has occurred, the other party may terminate the contract by sending a notification to the other party through the communication methods established by the contract.

(2) A notice of termination will indicate both the reason for termination and the day on which the contract will be considered terminated. The date of termination cannot be earlier than the date on which notice of termination is deemed to have been received under the contract, but not more than 15 days after that date. With effect from the date of termination, all payment and performance obligations under this contract will be replaced by the obligation to pay damages for non-performance to the other party at the amount calculated according to the contract.

(3) On the date of occurrence of a cause of termination provided for in Art. 19 letter h), the terminating party must send the other party a notice establishing the date of termination of the contract, without the need for court intervention.

**Art. 22.** (1) The termination of the contract can be done unilaterally by the Consumer with a notice of 21 days.



(2) Non-compliance with the deadline for unilateral termination of the contract by the Consumer determines the Supplier's right to receive compensation equal to the value of the electricity not purchased until the expiration of the contract calculated as the average consumption achieved by the Consumer in the last 3 months of consumption;

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

**Art. 23.** Termination, termination and unilateral denunciation of the contract will not have effects on the obligations determined by the consumption already achieved.

## **11. DISPUTES**

**Art. 24.** (1) Any differences of a technical, operational or commercial nature between the parties arising from the interpretation and / or execution of this contract shall be resolved amicably, through direct negotiations, within 15 calendar days from their notification by one side of the other.

(2) The amicable solution accepted by the two parties will be recorded in a report.

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

## **12. FORCE MAJEURE**

**Art. 25.** (1) The parties are exonerated from any liability for the partial or total non-fulfillment of the obligations arising from this contract, if this is the result of force majeure.

(2) Circumstances of force majeure are those that may occur during the performance of this contract following the occurrence of special events (natural calamities, war, embargo and the like) that could not be taken into account by the parties at the conclusion of the contract and which are reasonably beyond the will and control of the parties.

(3) The Party invoking force majeure must notify this in writing to the other Party within 3 working days of its occurrence together with the estimate of the duration after which it ceases to have its effects and take any measures at its disposal in order to limit consequences.

(4) The non-fulfillment of the obligation to communicate force majeure does not remove its effect of exonerating liability, but entails the obligation of the party invoking it to repair the damages caused to the other party by the fact of non-communication.

(5) The fulfillment of the contract will be suspended during the action period of force majeure, but without prejudice to the rights that were due to the parties until its occurrence.

(6) Termination of the period of force majeure is done by the issuing by the party that issued the notification according to par. (3) of a new notification by which it is announced that it is able to fulfill again all its obligations under the contract.

(7) If the situation of force majeure is extended for more than 30 consecutive days or for more than 60 days collected in a calendar year, the party that received the notification of force majeure may terminate the contract without notice and without paying the penalties.

### **13. CHANGE OF CIRCUMSTANCES**

**Art. 26.** (1) For the purpose of this contract, the change of circumstances means the entry into force of new legal regulations, the modification or repeal of those existing after the date of conclusion of this contract.

(2) The contract is amended and/or supplemented automatically if, through a new normative act, clauses of this contract and its annexes or of the contracts through which the Supplier purchases electricity are amended/supplemented, the parties having the obligation to update the contract under the conditions and deadlines established by the new normative act.

provisions CONTRACT based on the provisions of the normative acts are modified on the date of entry in the effect of the amendment the respective normative acts without ACHIEVING OTHER formalities; in the this case, the Supplier has the obligation to notify CONSUMER MODs intervened.

(3) During the validity period of the contract, any of the parties may propose in writing to the other party changes to the contractual clauses. The other party is obliged to express a written point of view within a maximum of 15 days from the date of receipt of the request.

(4) This contract can be modified at any time with the agreement of the parties during its execution through additional documents that are an integral part of the contract.

### **14. NOTICES**

**Art. 27.** (1) The parties accept that any notification, delay or request required or authorized by this contract will be sent in writing and will be considered sent only if it is:

- delivered personally to the respective party through its representatives, on the condition of confirmation of receipt of the written notification and application of the signature of receipt and indicating the name and position, or,
- sent by registered letter with acknowledgment of receipt requested by the party concerned or,
- sent by fax with confirmation of transmission or,
- sent by email to the designated address or contact persons of the respective party.

(2) The contact persons appointed by each party are those from Annex no. 8.

(3) Correspondence addresses and their recipients can be changed at any time by either party by written notification to the other party, the notification taking effect starting from the date of receipt.

(4) Any notification, delay or request will be considered received by the addressee:

- at the time of delivery if it is handed over personally to the respective party;
- within 3 calendar days after transmission by registered letter with confirmation of receipt;
- on the date of transmission of the fax confirmed by the confirmation protocol , if it was sent on a working day, between 8.00 and 16.00, otherwise, the correspondence is considered received on the following working day;
- on the date of transmission of the email to the designated address or contact persons, if it was sent on a working day, between 8.00 and 16.00, otherwise, the correspondence is considered received on the following working day;

### **15. FINAL PROVISIONS**

**Art. 28.** (1) This contract and all the obligations that result for the parties from its performance are fully subject to all aspects of the Romanian legislation in force.

(2) For the non-execution, in whole or in part, of the obligations stipulated in this contract, the parties are liable according to the legal provisions in force.

**Art. 29.** Appendices no. 1 - 8, as well as any other annexes and additional documents agreed upon by the parties during their validity, are an integral part of this contract.

The contract was concluded on the date of ..... in 2 equally original copies and having the same legal force, one copy each for each contracting party.

**SUPPLIER, CONSUMER,**

GENERAL DIRECTOR

Ștefan- Răzvan RĂDULESCU

DIRECTOR FINANCIAL

Adrian GOȚEA

SUPPLY DIRECTOR

Gheorghe PĂTRU

HEAD OF SERVICE GOMEE

Victor CROITORU

HEAD OF CFPCEE SERVICE

Alin MATEESCU

Human Resources Department,

Corporate Governance and Secretariat

HEAD OF FINANCIAL-ACCOUNTING SERVICE

Aurelia PĂTRU



Targeted for preventive financial control

Responsible for the contract

Gina ILIESCU

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

- a. ANRE - National Energy Regulatory Authority;
- b. A provide energy electric - to ensure the supply with energy electricity of some installations in the base an understanding contractual;
- c. OPINION of connection - document written which it issue of by PROVIDER on OPPORTUNITIES and the conditions of feeding with energy electric PROVIDED of PROVIDER for MEETING rEQUIREMENTS CONSUMER SET TO call the notice;
- d. Electricity consumer – Legal person who can be a railway transport operator (abbreviated as OTF), public infrastructure manager or other type of Consumer fed from the 25 KV railway contact network that buys electricity for its own consumption or for a sub-Consumer connected in its facilities;
- e. Consumer final – the person physics or legally which consume energy electrical in the basis of one contract, for the installations own electrical of use or , in the terms determined, for some under Final consumers, by logging in TO facility of feeding A The supplier of a or May SEVERAL places of consumption through one or May many puncture of delimitation;
- f. Contract - the legal act that represents the agreement of the will of the two parties concluded between a seller as an electricity supplier and a buyer as an electricity consumer;
- g. Force majeure - an event beyond the control of the parties, unpredictable and irremovable, which is not due to their fault or fault, and which prevents objectively and without any fault on the part of the Supplier; As a rule, the event of force majeure has an external origin coming from outside the person or sphere of activity of the Consumer or the Supplier.
- h. Supplier - legal entity holder of a supply license that sells traction electricity to the Consumer based on a supply contract;
- i. Group of measuring - assembly consisting of the measuring transformers and the electricity meter, as well as all the intermediate elements that make up the electricity measurement circuits, including the security elements . The location of the measurement group can be in the place of patrimonial delimitation of the installations or in another point within the Consumer's installations, in which case the Supplier has the right to invoice the electricity losses on the part of the installation between the point of patrimonial delimitation and the location point of the group of measuring;
- j. plant connection \_ - facility electric through which it do what link from NETWORK provider in the the point of connection and facility CONSUMER in the the point of delimitation.
- k. plant of use - ASSEMBLY FACILITIES ELECTRICAL belonging to the Consumer, SITUATED in the Avalos of the point of patrimonial delimitation.
- l. Place of consumption - SITE FACILITIES of use of A Consumer, inclusive of The sub his, through which it consume the energy electric PROVIDED through one or May many installations of food. consumer CAN have one or May many places of consumption.
- m. Place of fixed consumption - the place of consumption located in a fixed location relative to the railway contact network.
- n. Place of mobile consumption - electric locomotive connected to the railway contact network by means of a pantograph system and consuming electricity at a voltage of 25kV.
- o. hours of PEAK of task of SEN \_ - hours of morning and of in the evening approved, which represent peaks of consumption in the National Energy System.
- p. The delivery price - the price payable to the Supplier by the Consumer, based on the contract, for the full and appropriate fulfillment of all the obligations assumed by the contract. It does not include the tariffs and taxes applied for electricity consumption by various regulations in force;
- q. Point of delimitation - the place in the which the installations CONSUMER it connected TO the installations provider and in the which these it delimit that property.
- r. Power agreement - the May big power average with registration hour or on the 15th minutes consecutive, convenient through contract, on which consumer It has the right to a absorb in the period of consumption, for every place of consumption.

- s. Power TO hours of PEAK of SEN - the May big power average with duration of registration hour or on 15 minutes consecutive, convenient through contract, for A be absorbed of Consumer TO hours of PEAK of National Energy System.
- t. Power average - the power ARISING FROM the report from the amount of energy agreement One namely period and NUMBER HOURS of operation.
- u. Power minimum of damage - the power strict needed CONSUMER for MAINTAINING in the function A aggregates which CONDITIONING security FACILITIES and of the staff.
- v. Power minimum TECHNOLOGICAL - the May Classified power, in the regime of limitations, needed A Consumer for MAINTAINING in the function, in the terms of safety, no more A NEEDLES equipment and installations imposed of the trial technological, for A avoid loss of output through deterioration.
- w. Regulations in force – all laws, decisions, regulations, orders, instructions, instructions, decisions, dispositions and regulations specific to the activity or field referred to and which are in force on the date of application
- x. Regime of limitation or restriction - the situation in the which It is needed reduction TO SOME LIMITS A POWER ELECTRICAL absorbed of consumers, with ensuring POWER minimum technology of by supplier, for MAINTAINING in the LIMITS rule A parameters of FUNCTIONING A Sistema energetic.
- y. System Power national - SEN - ASSEMBLY FACILITIES POWER interconnected, STATIONS on TERRITORY countries, through which it DONE production, transport, distribution and the use energy electrical.
- z. System Pause - module of ESTABLISHMENT A consume of energy electric in the function of the power installed and of NUMBER HOURS of use on types of RECEIVERS electrical.
- aa. Situation of damage in the SEN - the situation in the which, that result A damage SOME installations and AGGREGATES energy or A interruption unexpected A imports of energy electric, not it May CAN maintain parameters main in the limits rule of FUNCTIONING A SEN
- bb. the sub - the person physics or legally of WHICH installations ELECTRICAL are connected TO the installations ELECTRICAL of A Consumer. Are considerably sub-consumers of energy electric and the which appear through splitting a Consumer initial in the May many agents business or people physical. In the this case BECOMES Consumer THE which by you facility electric of food, the others being considerably subConsumers.
- cc. Toll of connection - the amount on which a Check out anticipated a Consumer for execution facility of feeding with energy electric and for connection TO NETWORK to the supplier.
- dd. day – any day on which the banks through which the parties operate carry out financial operations;
- ee.  $S_n$  – nominal apparent power, measured in [ VA] in the International System;
- ff.  $P_i$  – installed power, measured in [W] in the International System;

## **SUPPLIER, CONSUMER,**

GENERAL DIRECTOR

Ștefan- Răzvan RĂDULESCU

DIRECTOR SUPPLY

Gheorghe PĂTRU



**ANNEX 2 - LIST OF PLACES OF CONSUMPTION****I. List of mobile consumption places**

Locomotive manufactured	Type	Number	The point of work	P <sub>n</sub> (kW)
2	3	4	5	6

**II. List of fixed consumption places**

Railway Regional Branch	Name of consumption place	Power installation	Station/ Distance	Without transformer (kVA)	P <sub>i</sub> (kW)
1	2	3	4	5	6
<b>TOTAL</b>					

**1. SUPPLIER, CONSUMER,**  
 GENERAL DIRECTOR  
 Ștefan- Răzvan RĂDULESCU

DIRECTOR SUPPLY  
 Gheorghe PĂTRU



### **ANNEX 3 - 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 energy supplier electric SC Electrificare CFR SA, with headquarters in Bucharest, address B-dul Dinicu Golescu, no. 38, sector 1, fiscal code RO 16828396, registered in the trade register at no. J40/16205/2004, legally represented by Ștefan -Răzvan RĂDULESCU, having the position of General Manager, hereinafter referred to as **ELECTRIFICATION**;

b) the administrator of the public railway infrastructure CNCF "CFR" SA, with headquarters in Bucharest, address B-dul Dinicu Golescu, no. 38, Sector 1, fiscal code RO 1105429, registered in the trade register at no. J40/9774/1998 legally represented by Ion SIMU-ALEXANDRU having the position of General Director, hereinafter referred to as **CFR**;

c) railway transport operator ....., headquarters in ....., registered TO Register commerce with number J....., having Unique Fiscal Registration Code (CIF) ....., represented by ....., having the position of Director General, hereinafter referred to as **OTF**.

2. This agreement is concluded for all electric traction units belonging to or in use by the railway transport operator. By electric traction unit is meant any locomotive, motor vehicle or electric frame as they are mentioned in the Railway Technical Operation Regulation no. 002 approved by MLPTL Order no. 1186 of 29.08.2001.

##### 3. The Convention is annexed to:

- Electricity supply contract no. .... dated ....., concluded by the end customer with the Supplier provided for in point 1 letter a);

##### 4. Content of the Convention

**Art. 1.** - (1) The OTF that has concluded an access contract on the railway infrastructure managed by the CFR has the right of access with the electric traction units to the electrified railway infrastructure after it concludes the contract for the supply of electrical traction energy with ELECTRIFICATION.

(2) CFR allows access to the electric traction units of the OTF to the electrified railway infrastructure if it is notified by ELECTRIFICATION that the OTF has concluded a traction electricity supply contract with ELECTRIFICATION.

(3) OTF accepts and agrees that it has the right of access with the electric traction units to the electrified railway infrastructure managed by CFR only after concluding the traction electricity supply contract with ELECTRIFICATION.

**Art. 2.** - (1) On the first working day after the conclusion of the traction electricity supply contract, ELECTRIFICATION has the obligation to communicate to the CFR the number of the traction electricity supply contract, its validity period, the OTF beneficiary, as well as the possibility for OTF to use electric traction units on the electrified railway infrastructure managed by CFR.

(2) On the basis of the written notification sent by ELECTRIFICATION, at the latest on the day following the day on which it received the document, CFR will allow access to the electric traction units of OTF on the electrified railway infrastructure.

**Art. 3.** - (1) If the OTF does not comply with at least one clause of the supply contract for which this contract provides the ELECTRIFICATION right to request the CFR to interrupt the electricity supply by withdrawing the right of access of the electric traction units belonging The OTF for the electrified railway infrastructure, hereinafter referred to *as non-conformity* , is carried out as follows:

a) ELECTRIFICATION sends OTF a notice of disconnection at least 5 working days before the deadline for triggering the procedure for withdrawing the right of access of electric traction units to the electrified railway infrastructure, and OTF has the obligation to remedy the non-compliance by the respective deadline;

b) in the event that after 4 working days from the expiry of the deadline for triggering the procedure for withdrawing the right of access of electric traction units to the electrified railway infrastructure, OTF has not remedied the non-conformity, ELECTRIFICATION sends the CFR and OTF the right withdrawal notification of access of units with electric traction belonging to OTF.

c) in the event that, after receiving the notice of withdrawal of the right of access of the electric traction units issued according to the provisions of letter b) until the date of the effective withdrawal of the right of access, ELECTRIFICATION does not notify CFR of the remedy of non-compliance by OTF, CFR prohibits the right of access of the electric traction units belonging to the notified OTF to the electrified railway infrastructure and informs ELECTRIFICATION of the date on which the prohibition was applied;

d) in the situation where the OTF remedied the non-compliance after the transmission of the prohibition notice provided for in letter b), ELECTRIFICATION is obliged to transmit this to the CFR and OTF through a notification resuming the access of electric traction units to the electrified railway infrastructure, at the latest on the working day following the day on which it becomes aware of its resolution;

e) if by the date of receipt from ELECTRIFICATION of the notification provided for in letter d), the prohibition of access to the electric traction units belonging to the OTF has not yet been carried out by the CFR, the prohibition request will not apply;

f) after confirming the remedy of the non-compliance by the OTF, according to the provisions of letter d), after receiving the notification from ELECTRIFICATION, at the latest on the day following the day on which it received the CFR document, it will allow the resumption of the right of access to the public railway infrastructure to the electric traction units belonging to the OTF and notify ELECTRIFICATION of the date of implementation.

(2) The notice of prohibition of the right of access of electric traction units sent by ELECTRIFICATION to CFR and OTF according to para. (1) lit. b) contains at least the following information;

a) identification data of the OTF;

b) the clause in the supply contract that was not respected by the OTF, for which the supply is to be interrupted;

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

(3) Notification of resumption of the right of access of the electric traction units sent by ELECTRIFICATION to CFR and OTF according to para. (1) lit. d) contains at least the following information;

- a) identification data of the OTF;
- b) the date on which OTF remedied the non-conformity;
- c) the request to resume the right of access of the electric traction units belonging to the OTF to the electric railway infrastructure.

**Art. 4.** – (1) Liability for damages caused by interruption of electricity supply pursuant to art. 1 belongs to the OTF, if the ELECTRIFICATION request complied with the clauses of the supply contract;

(2) ELECTRIFICATION is responsible for the correctness of the notifications of withdrawal and resumption of the access right of the OTF, as well as for the possible consequences arising from this if it unjustifiably requested the interruption of the electricity supply.

**Art. 5.** – (1) In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the addresses provided in this convention.

(2) Any communication between the parties, regarding the fulfillment of this agreement, must be sent in writing.

(3) Any written document must be registered 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 (AR) and is considered received by the addressee on the date mentioned on the acknowledgment of receipt.

(5) Communications between the parties can also be done by registering at the headquarters of the other party, by telephone, fax or e-mail, provided that the receipt of the communication is confirmed in writing.

(6) If the notification is sent by telex or fax, it is considered received on the first working day after the one on which it was sent.

(7) Verbal notifications are not taken into account by any of the parties, if they are not confirmed, by means of one of the methods provided for in the previous paragraphs.

**Art. 6.** The provisions of Romanian law are applicable to this convention.

**Art. 7.** (1) Any possible differences between the parties will be resolved, as far as possible, amicably.

(2) The parties have the right to formulate notifications regarding the non-compliance with the provisions of this convention before the initiation of any procedure for resolving the differences.

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

(4) If one of the parties does not appear within 5 days from the date mentioned in the request for an amicable settlement, it is considered that he tacitly acknowledges the point of view of the other party(s) communicated by convening the meeting regarding the amicable settlement friendly

(5) If an amicable settlement is not possible, any dispute arising from or in connection with this agreement, including regarding its conclusion, execution or termination, is under the jurisdiction of the common law courts in Bucharest.

**Art. 8.** - The causes for exoneration from liability for the partial or total non-fulfillment of the obligations arising from this convention in situations of force majeure are those provided by art. 1.351 of Law no. 287/2009 on the Civil Code, republished, with subsequent amendments.

**Art. 9.** This convention is valid starting from the date of signing by all the signatory parties.

**Art. 10.** – This agreement is annexed to the electricity supply contract, constitutes an integral part of it, enters into force on the date of signing and terminates by law without the intervention of the court with the termination of the contract provided for in point 3 of the preamble.

This convention ended today.....-SC"Electrificare CFR" SA,..... - (OTF)  
- CNCF "CFR" SA..... in 3 (three) original copies, one for each signatory party.

**SC "Electrificare CFR"-SA .....** **National Railway Company**

CEO

Ștefan- Răzvan RĂDULESCU

**"CFR" - SA**

CEO

Ion SIMU-ALEXANDRU

SUPPLY DIRECTOR

Gheorghe PĂTRU

ADJ. GENERAL DIRECTOR

exploitation

George Radu PIPA

HEAD OF CFPCEE SERVICE

Alin MATEESCU

TRAFFIC DIRECTOR

Marian COȚOFANĂ

HEAD OF SERVICE GOMEE

Victor CROITORU

LEGAL DIRECTOR

Ana-Maria DASCĂLU

Department of Human  
Resources, Corporate  
Governance and Secretariat

## 2. APPENDIX NO. 4 - DETERMINATION OF THE QUANTITIES OF ELECTRICAL ENERGY DELIVERED

**Art. 1.** (1) The determination of electric energy used by the Consumer is made at the patrimonial demarcation points between the Consumer's installations and the installations of the manager of the railway contact network.

(2) The demarcation points are:

- brushes of the pantograph of electric locomotives in the case of electric traction units;
- the clamps of the electrical connections of the connection installation to the railway contact network in the case of fixed consumption places.

(3) In determining the electricity delivered to the Consumer, the electricity losses for the supply of the railway contact network are also added, respectively on the installations between the delimitation points of the installations of the concessionaire distributors and of the installations of the manager of the public railway infrastructure and the delimitation points defined in Art. 1 of this annex.

**Art. 2.** (1) The determination of the quantities of electricity consumed by the Consumer is based on the records/readings of the measurement groups.

(2) If the measurement group is not located at the patrimonial delimitation point of the installations, the losses between the patrimonial delimitation point and the measurement group are added to the measured electricity, calculated according to the Procedure regarding the correction of measurement data in relation to the demarcation point approved by the ANRE Order in force.

(3) Unless the parties agree otherwise, for mobile and fixed places of consumption, the Consumer ensures the monthly reading of the data recorded by the measurement groups and the transmission of files and data related to consumption.

(4) For places of consumption where the measuring group is not functional, the determination of the quantities of electricity used is made:

- proportional to the railway services made with unmetered locomotives on the contact network in the case of mobile consumption places based on the specific consumption made by the Consumer in the last 3 months for which there are finalized data;
- according to the Procedure regarding the establishment of electricity consumption in the flat-rate system, approved by the ANRE Order in force in the case of fixed places of consumption.
- in the case of new Consumers or those who do not have metered locomotives, in proportion to the railway services provided by the Consumer's unmetered electric traction units based on the average specific consumption calculated on the entire network in the last completed month".

**Art. 3.** (1) In order to determine the electricity used at fixed places of consumption, the Consumer shall transmit to the Supplier by the 10th of the month following the month of consumption, the electricity consumption situation broken down by each place of consumption and centralized, determined according to art. 2 of this Annex;

(2) The electricity consumption situation of fixed places of consumption is drawn up at the level of the Consumer's territorial subunits and by the administrator of the contact network, the document being sent by the 10th of the month following the month of consumption.

(3) By the same date - the 10th of the month following the month of consumption, for mobile places of consumption, the Consumer provides the Supplier with the following data completed in the templates provided by him:

- a. the situation of centralized traction electricity consumption for all electric traction units used by the OTF Consumer on the entire railway network;

- b. the consumption files of the electricity meters on the electric traction units during the period 5-10 of the following month of consumption, before the centralizing situations;
- c. the performance status of each locomotive not metered or with a defective meter during the respective month and the total performance status on the entire railway network, expressed in t.br.km.;
- d. handover/reception minutes of electric locomotives;
- e. metrological verification bulletins;
- f. meter sealing minutes.

(4) At the written request of the Supplier, within 3 working days of the request, the Consumer shall send the Supplier other supporting documents related to the consumption of electricity.

(5) The consumer shall notify the supplier as soon as possible after becoming aware of the failure of a group of measures.

(6) Non-compliance with the deadline for the transmission of electricity consumption situations is considered a breach in bad faith of the obligations assumed by the Consumer and is dealt with according to the contractual provisions, the notice period in this case being 5 working days.

Art. 4. To determine the total amount of electricity delivered to the Consumer, to the electricity used are added the losses for supplying the railway contact network in a quantity proportional to the consumption, calculated as follows:

- a. the total losses for the supply of the railway contact network are determined as the difference between the electricity consumed by the railway network communicated by the concessionaire distributors and the total electricity consumed by the consumers of the railway network determined according to this Annex;
- b. the weight of the energy used by the Consumer in the consumption achieved by all Consumers of the contact network is determined;
- c. the losses for the supply of the railway contact network are determined which fall to the Consumer based on the weight of the consumption determined in letter b).

**SUPPLIER,**

**CONSUMER,**

GENERAL

DIRECTOR

Ștefan- Răzvan RĂDULESCU

DIRECTOR SUPPLY

Gheorghe PĂTRU

### 3. APPENDIX NO. 5 - DETERMINATION OF THE DELIVERY PRICE AND THE COUNTERVALUE OF ELECTRICAL ENERGY

Art. 1. (1) The electricity delivery price is determined by the Supplier based on:

the weighted average purchase price of electricity from the OPCOM markets for the month of delivery;  
the counter value of the balancing costs on the electricity market related to the amount of active electricity consumed according to the data communicated by the concessionaire distributors;

In the situation where the law provides otherwise, priority will be given to the incident legal framework;  
the counter value of the expenses of providing electricity at the place of consumption related to the amount of active electricity consumed according to the data communicated by the concessionaire distributors. During the period of application of the Supply Contract, the counter value of the supply expenses and the profit share which is 25.51 lei/MWh for the energy consumed in the period 01.01 – 31.03.2023 and 25.51 lei/MWh for the energy consumed in the period 01.04 - 31.12.2023, value without VAT ( hereinafter referred to as "Supply Costs and Profit"), except where the law provides otherwise, in which case priority will be given to the incident legal framework.;

the counter value of the Supplier's expenses on the energy market related to the amount of active electricity consumed according to the data communicated by the concessionaire distributors. This category includes the tariffs, commissions or taxes charged by the authorities or state institutions for the operation, carrying out activities or transactions on the electricity markets. In the situation where the law provides otherwise, priority will be given to the incident legal framework;

(2) The weighted average purchase price of electricity for the month of delivery is determined as the ratio between the total consideration and the total amount of electricity purchased from OPCOM's specific markets.

(3) The counter value of the electricity delivered to the Consumer is determined as the product of the amount of electricity delivered determined according to Annex no. 4 and its delivery price.

(4) The counter value of the reactive electricity that falls to the Consumer is invoiced separately;

**Art. 2.** (1) The costs determined by the mandatory tariffs corresponding to the regulations in force are added to the electricity price:

- a) the counter value of the costs of introduction into the transport network (Tg), if applicable;
- b) the counter value of electricity distribution expenses;
- c) the counter value of electricity and system transport expenses;
- d) the counter value of the expenses with the contribution to high efficiency cogeneration;
- e) the counter value of expenses with green certificates;
- f) excise tax on electricity provided by fiscal legislation.

(2) The rates provided for in letter b) and c) apply to the values of concessionaire distributors in the case of fixed consumption places and other consumption places for which the determination of the electricity supply area is certain.

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

From the total counter value of the expenses related to the tariff, the counter value of the expenses of the places of consumption provided for in paragraph (2);

From the total amount of electricity, the electricity delivered to the places of consumption provided for in paragraph (2);

The average price is determined based on the reporting of the values determined in points 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 electricity, if they are required by the changes in the regulations in force. For these situations, the changes are applied according to the provisions of the contract regarding the change of circumstances .

(5) In the calculation templates used for data processing, the number of decimal places is established by the Supplier in compliance with the provisions of the legislation specific to the energy field and the tax field.

**SUPPLIER,**

GENERAL DIRECTOR

Ștefan- Răzvan RĂDULESCU

**CONSUMER,**

DIRECTOR FINANCIAL SUPPLY DIRECTOR

Adrian GOȚEA

Gheorghe PĂTRU



#### 4. APPENDIX NO. 6 - BILLING AND PAYMENT TERMS

##### Art. 1.

(1) During the course of the contract for each month of delivery, the Supplier issues an advance invoice starting with the 5th (inclusive) of the month preceding the contractual month of consumption.

(2) the counter value of the advance invoice is calculated in the amount of 75% of the counter 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) If there is no consumption history, the amount of electricity taken into account when issuing the advance invoice is the one contracted by the Consumer;

(4) The consumer will pay the counter value of the advance invoice within 15 calendar days from the date of its receipt.

(4) BIS For the consumption month of April, if the Contract will be signed on a date that by complying with the payment term provided for in par. (4) the maturity exceeds the date of April 1, 2023, the countervalue of the advance invoice will be paid by the Consumer within 5 calendar days from the date of its receipt.

(5) If the due date is not a financial day, the invoice will be paid on the first financial day following this date.

(6) At call Supplier , Consumer will transmit ITS in the the maximum period of 5 days, the supporting documents regarding MAKING pay provided in paragraph. (7).

(7) The invoice is considered paid by \_ Consumer on the date of payment appears as done in the STATEMENTS the Consumer's bank account, date of entry the cash in the cashier provider or the date of the Minutes of the meeting issued by the Training Center for Industrial Personnel (CPPI ) in EVENT Reimbursements CARRIED through compensation order . \_

**Art. 2.** (1) In the month following the contractual month of consumption, the Supplier issues a partial regularization invoice representing the difference between the partial value of electricity consumption per contractual month calculated according to the contract and the value of the advance invoice.

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

**Art. 3.** (1) After the settlement by the Providers of the services related to the consumption of electricity of all expenses imposed by the regulations in force (balancing, markets, regularization of consumption, etc.), the Supplier issues a final regularization invoice representing the difference between the final total consideration of the consumption of electricity per contractual month calculated according to the Supply Contract and the counter value of the previously issued partial regularization invoice, according to art. 2. During the period of application of the provisions of GEO 27/2022, the final regularization invoice will be issued with the final price of the electricity consumed, according to the provisions of GEO 27/2022.

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

(3) Reactive electricity will be billed separately and not included in the final price.

**Art. 4.** (1) The consumer pays the invoices to the supplier as follows:

- invoices issued according to Art. 1 and Art. 2, within 15 calendar days from their receipt, except for the situation provided for in Art. 1 para. (4) BIS;
- the invoice issued according to Art. 1 para. (4) BIS within 5 calendar days from the date of its receipt;
- the invoice issued according to Art. (3), within 15 calendar days from its receipt.

(2) If the payment deadline determined according to par. (1) is not a financial day, then the payment cut-off day is considered the next financial day.

(3) The invoice is considered paid by the Consumer on the date on which the payment appears as made in the Consumer's bank statement, the date the cash enters the Supplier's cash register or the date of the Minutes of the meeting issued by the Training Center for Industrial Personnel (CPPI ) in EVENT Reimbursements carried out by compensation order.

(4) to call Supplier, Consumer will transmit ITS in the the maximum period of 5 days , the supporting documents regarding MAKING pay provided in paragraph . (3).

(5) Invoices issued in accordance with the provisions of Art. 1, Art . 2. and Art. 3, are drawn up by the Supplier on paper and sent to the Consumer in the electronic format provided by the Fiscal Code. The transmission of invoices in electronic format is done under the conditions established by Art. 27 of the contract, regarding notifications. The transmission of the original documents on paper to the Consumer's headquarters will be done by the due date of the final settlement invoices.

**Art. 5.** To settle the consideration for the consumed electricity, the parties agree to use the following payment instruments:

- a) payment order - when the operation is carried out through the bank;
- b) the receipt - when the operation is carried out through the Supplier's cashier;
- c) compensation order - when the operation is carried out only with the written, prior acceptance of the Supplier obtained in the first 5 working days after receipt of the invoice, and the compensation is completed by the due date for payment of the invoice; if the completion of the compensation exceeds the due date for payment of the invoice, the Consumer will bear the penalties provided for in Art. 1 - Annex no. 7 of this contract.

**Art. 6.** (1) If an amount invoiced by the Supplier is contested in whole or in part by the Consumer, he shall submit a written note to the Supplier containing his objections, within 30 days from the date of receipt of the invoice, and will pay the remaining undisputed amount by the payment deadline.

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

(3) For the amounts disputed, but later established amicably due by the Consumer, he will pay, in addition to the amount owed, a penalty calculated according to the provisions of Annex no. 7.

(4) If, following the appeal, a reduction of the invoiced values has been determined, the Consumer shall be refunded any amounts and related penalties calculated according to Annex no. 7 , already paid, corresponding to the respective discount.

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

(6) No penalties are charged for the difference between the contested amounts and those established amicably or by the competent courts.



**SUPPLIER,**

**CONSUMER,**

GENERAL DIRECTOR

Ștefan- Răzvan RĂDULESCU

DIRECTOR FINANCIAL

Adrian GOȚEA

DIRECTOR SUPPLY

Gheorghe PĂTRU

**APPENDIX NO. 7- PENALTIES AND DAMAGES**

**Art. 1.** (1) Failure to pay the sums owed by the Consumer according to the payment deadlines provided in the contract entails the payment of penalty interest, as follows:

- a. penalty interest is calculated for each day of delay starting from the day immediately following the payment due date and up to the date of payment of the amount owed, inclusive;
- b. the level of penal interest is 0.03% for each day of delay. It will be correlated through the conclusion of an Additional Act, whenever it is modified interest rate penalty legal which is established at the level the BNR reference interest rate plus 8 percentage points, in accordance with the provisions of art. 3 paragraph (2<sup>1</sup>) from OG no. 13/2011 regarding legal remunerative and penal interest for monetary obligations, as well as for the regulation of some financial-fiscal measures in the banking field, with additions and subsequent changes.

(2) The total value of the penalties cannot exceed the value of the invoice.

(3) If, after 5 days of penalty interest application, the invoice has not been paid by the Consumer, the Supplier will issue a notice of 5 working days which will be sent to the Consumer;

(4) After a minimum of 25 days from the date of application of the penalty interest, the pre-notification procedure is considered completed, the Supplier being able to proceed to the effective interruption of the electricity supply to the places of consumption belonging to the Consumer in question according to the provisions of this contract;

(5) The consumer is fully responsible for any consequences resulting from the interruption of power supply to places of consumption.

(6) The deadline for payment of the invoices for the penalty interest calculated for the delays in the payment of the value of the electricity consumed is 30 calendar days, failure to comply with it allows the Supplier to issue the notice of interruption of the electricity supply, which is 5 working days.

**Art. 2.** (1) Failure to pay the sums owed by the Consumer whose electricity supply was interrupted within 60 calendar days from the date of the oldest invoice, entitles the Supplier to terminate this contract, following which the recovery of the sums owed will be made according to the regulations in force.

**SUPPLIER,**

**CONSUMER,**

GENERAL DIRECTOR

Ștefan- Răzvan RĂDULESCU

DIRECTOR FINANCIAL

Adrian GOȚEA

DIRECTOR SUPPLY

Gheorghe PĂTRU

## APPENDIX NO. 8 - DESIGNATED CONTACT PERSONS

SC "ELECTRIFICARE CFR" SA as a Supplier

- SUPPLY DIRECTOR–Gheorghe PĂTRU- email: [gheorghe.patru@e-cfr.ro](mailto:gheorghe.patru@e-cfr.ro) phone: 0737.031.801;
- Head of G.OM.EE Service – Victor CROITORU - email: [victor.croitoru@e-cfr.ro](mailto:victor.croitoru@e-cfr.ro) - phone: 0730.731.804;
- Head of CFPCEE Service Alin MATEESCU – email: [alin.mateescu@e-cfr.ro](mailto:alin.mateescu@e-cfr.ro) – phone: 073.969.003;