CONTRACT ON CONNECTION OF CONSUMPTION SYSTEM TO ELECTRIC NETWORK, DISTRIBUTION OF ELECTRICITY AND UNIVERSAL SUPPLY OF ELECTRICITY

MARKET LIBERALIZATION AND ELECTRICITY TRADE (MLET) PROGRAM

December 2019

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CONTRACT ON CONNECTION OF CONSUMPTION SYSTEM TO ELECTRIC NETWORK, DISTRIBUTION OF ELECTRICITY AND UNIVERSAL SUPPLY OF ELECTRICITY

(Location) 20

Distributor (Universal Supplier) 

represented by 

acting on the basis of as the First Party,

(document regulating the activity)

and

Consumer

as the Second Party, collectively known as the Parties, being guided by the Energy Law and other laws, Electricity Retail Market Trading Rules (hereinafter, refer to as Trading Rules) approved by the RoA Public Services Regulatory Commission (hereinafter, the Commission) as well as Electricity Distribution Network Code (hereinafter, the Network Code) and other legal acts, have concluded this Contract (hereinafter, the Contract) on the following:

I. SUBJECT OF THE CONTRACT

1. Under this Contract the Distributor shall connect the newly constructed or reconstructed consumption system of the Consumer for

(domestic for residential consumers, non-domestic for other consumers)
purposes, located at __________________________________________ (hereinafter, the Consumption System) to the electric network (hereinafter, the Connection) and distribute electricity to the Consumer purchased by the latter from the Supplier or the Universal Supplier, as well as shall provide universal supply of electricity, whereas the Consumer shall pay for the Connection, the electricity distribution services provided to him/her and universal supply.

2. ELECTRIC NETWORK CONNECTION PROCEDURE

2. The Connection Charge for connecting the Consumer’s Consumption System (hereinafter, the Connection Charge) shall amount to ____________AMD including VAT as outlined in Annex 1 to this Contract.

3. Within 24 months starting the conclusion of this Contract the Consumer shall transfer 50% of the Connection Charge (hereinafter, the Advance Amount) to the Distributor’s bank account supposed for payment of the Connection Charge specified in the Prerequisites.

4. The Distributor shall ensure implementation of connection to the electric network within ____ days following the payment of the Advance Amount and within ____ days in case of a simplified connection procedure defined in the Trading Rules for 0.22 kV or 0.4 kV Consumers (the specified dates should not exceed those defined in Trading Rules).

5. In case of a complex connection procedure defined in Trading Rules the connection shall be carried out based on technical conditions specified in Annex 2 of this Contract and/or according to a single line electricity supply diagram defined in Annex 3 of this Contract.

6. Difference between the entire amount of Connection Charge and the prepaid Advance Amount shall be paid by the Consumer to the Distributor during the month following the connection, within the period defined by Trading Rules for payment of charges for electricity consumed, based on the payment document issued by the Distributor for the purposes of connection.

7. Where the Consumer failed to fulfill its payment obligation per Provision 6 above the electricity supply of the latter may be suspended in procedures defined by the Network Code.

3. BASIC RIGHTS AND OBLIGATIONS OF PARTIES IN THE CONTEXT OF ELECTRIC NETWORK CONNECTION

8. Distributor’s obligations:

1) To ensure connection of the Consumer’s consumption system to the electric network according to Provisions 4 and 5;

2) In case, if the Consumer did not ensure receipt of electricity according to Provision 10.2) of the Contract, to connect the consumption system of the Consumer to the electric network within 3 business days after having been informed about the readiness of the Consumer to receive electricity;

3) In cases and procedures provided for by Provision 11.1) of this Contract and by Trading Rules to return the Advance Amount to the Consumer, in the form preferred by the latter (cash or non-cash);
4) In case of changes in the connection dates, to inform the Consumer in a duly manner within 3 business days after he became aware of such change;

5) To pay a penalty to the Consumer for violation of connection dates defined in this Contract pursuant to Provision 41 of this Contract.

9. Distributor’s rights:

1) To demand that the Consumer pay the difference between the Connection Charge and the Advance Amount within the period defined in Provision 6 of this Contract;

2) Where the Consumer violates the obligation defined per Provision 6 of this Contract, to suspend the universal supply of the Consumer in procedures defined by the Network Code or to calculate the penalty in accordance with Provision 42 of this Contract and the Network Code.

10. Consumer’s obligations:

1) To pay the Advance Amount, as well as the difference between the Connection Charge and the Advance Amount according to Provision 6 of the Contract;

2) To provide for receiving electricity within the period defined in Provision 4 of the Contract, and where this obligation is violated, to inform the Distributor about his readiness to restart receiving electricity.

11. Consumer’s rights:

1) To request in a written form that the Distributor return the Advance Amount in 5 business days after the payment is made. Once the period is expired, the Advance Amount shall not be subject to return, except on condition that the actual expenses incurred by the Distributor for implementation of preliminary works on connection of the Consumer’s consumption system to the electric network according to this Contract will be compensated, within 5 business days upon submission of the request for return;

2) Where the dates specified in Provision 8 of the Contract are violated, to impose a penalty on the Distributor in procedures defined by Provision 41 of the Contract.

4. BASIC RIGHTS AND OBLIGATIONS OF PARTIES IN THE CONTEXT OF ELECTRICITY DISTRIBUTION AND UNIVERSAL SUPPLY

12. The Distributor’s obligations:

1) Distribute electricity at the Consumer’s consumption address of quality defined in the RoA standard legal acts;

2) Within the period defined in Trading Rules, through at least one public TV channel, announce the day, when the information specified in Sub-Provision 3) of this Provision will become available at customer service centers mentioned in the same Provision;
3) In accordance with the Trading Rules, submit settlements documents on the quantity and cost of electricity distribution services provided and (or) electricity supplied by the Universal Supplier, and in cases and procedures defined by the Rules, place such information at customer service centers of the RoA operating banks, payment-settlement organizations, post-office divisions, which have got contracts with the Distributor;

4) In accordance with Trading Rules, record by a commercial metering device the quantity of electricity consumed by the Consumer and provide information to the Consumer on the quantity of electricity supplied by the Supplier;

5) Ensure integrity of the commercial metering device sealed by Consumer;

6) Within the time limits and in procedures specified in Network Code, implement dismounting and replacement of the commercial metering device of the Consumer notifying the latter and coordinating with him/her the date of such activity, as well as developing and submitting to the Consumer a corresponding act;

7) Within the time limits and in procedures specified in Network Code, ensure accuracy testing of the commercial metering device of the Consumer, notifying the latter in advance and coordinating with him/her the date of such activity, as well as developing and submitting to the Consumer a corresponding conclusion on the results of testing;

8) Cover all costs associated with accuracy testing of the commercial metering device, except for the cases defined in Network Code;

9) Within the time limits and in procedures specified in Network Code, check and adjust the hours of the electronic commercial meter so that the quantities of electricity consumed at night-time hours and day-time hours be precisely recorded;

10) Based on the Consumer’s application or at its initiative, in case and procedures defined by Network Code, replace the Consumer’s commercial metering devices;

11) According to Trading Rules, upon the Consumer’s request, provide information and clarification through a 24-hour telephone line, as well as at service centers in response to inquiries of Consumers on interruptions, reasons for suspension and dates of restoration of electricity supply, the cost and quantity of electricity distributed and (or) electricity Supplied by the Universal Supplier, payment periods, Consumer’s rights and responsibilities, etc.;

12) Within the time limits specified in Trading Rules and Network Code, provide comprehensive answers to inquiries of the Consumer, either verbally, in writing or through e-mail, depending on the way the inquiry has been submitted;

13) Within the time limits and in procedures specified in Network Code, inform the Consumer about scheduled and un-scheduled outages and restoration dates;

14) Upon the Consumer’s request, to open a personal account to the Consumer in the automated system of metering and control of commercial (control) meters’ data and provide with username and password;
15) According to Trading Rules, in the context of universal supply, provide electricity to the Consumer in the following cases:

a. The Consumer does not use any other Supplier services;

b. Electricity supply is not provided by the selected Supplier due to reasons beyond Consumer’s control;

c. The Consumer is considered a vulnerable consumer and is subject to supply by the Universal Supplier only.

13. The Distributor’s rights:

1) To suspend the Consumer’s electricity supply in procedures and cases defined by Trading Rules and Network Code;

2) According to the Network Code, to dismantle the Consumer’s commercial metering device in case he became aware that the latter consumes electricity with obvious violation of commercial meter, or that further use of commercial meter may endanger the human life, health, property or environment;

3) Where the accuracy test is ordered to other companies with appropriate authorization, to be present during accuracy testing and calibration of the commercial meter operation.

14. The Consumer’s obligations:

1) Once the information defined in this Contract became available, to pay for distribution services provided and quantity and cost of electricity supplied by the Universal Supplier during the previous month, within the timeframe defined in Trading Rules;

2) To use distributed and (or) supplied electricity for the purpose specified in Provision 1 of this Contract;

3) To ensure safety of maintenance, operation and integrity of electric installations in its consumption systems;

4) Do not breach the integrity of commercial metering devices, their seals and boxes being the property of the Distributor, and to inform the Distributor if such a breach is revealed;

5) To maintain the consumption regime defined in this Contract, not exceeding the maximum load;

6) To ensure uninterrupted delivery of electricity to sub-consumers being fed from its electric installations or distribution network line and to receive compensation from the Distributor, in procedures established by the Commission;

7) To implement the instructions of the Distributor’s operational staff, in procedures and cases defined by the Network Code;
8) To immediately inform the Distributor about any actions or events that he became aware of, which would impact the beginning or suspension of electricity universal supply, including but not limited to the following circumstances:

a. Conclusion, as well as termination of Electricity Supply Contract with other Supplier;

b. Suspension and restarting of electricity supply by the selected Supplier due to the reasons beyond the Consumer’s control;

9) In case of selling or otherwise alienating premises receiving electricity supply and being the property of the Consumer, to apply to the Distributor for implementation of final calculation of liabilities, for suspension of distribution services and termination of the Contract. In this regard the Distributor shall provide a confirmation notice to the Consumer.

15. The Consumer’s rights:

1) To seal the commercial metering device, to apply to the Distributor for accuracy testing of the metering device, to participate in all activities associated with the meter operation accuracy testing, including calibration, and in procedures defined by Network Code to order implementation of accuracy testing to other organizations having a corresponding authorization. In case the commercial metering device is sealed by the Consumer the Distributor shall make a corresponding record in the personal account of the Consumer;

2) To apply to the Distributor for dismounting and replacement of its commercial metering device;

3) To apply to the Distributor for participation in taking commercial (control) meter readings, in procedures defined by Network Code.

16. Where the circumstances occur specified in Provision 12.15) of this Contract, the Consumer shall be required to agree that before conclusion of a contract with another Supplier, the Universal Supplier shall be selling electricity at the price determined in accordance with the Trading Rules.

5. PRICE, QUANTITY AND COST CALCULATION, PAYMENT PROCEDURE FOR DISTRIBUTION SERVICE PROVIDED AND ELECTRICITY SUPPLIED

17. Except for the case specified in Provision 18 of this Contract, the quantity of consumed electricity shall be determined by the difference of readings of the Consumer’s commercial metering device for the given settlement month or by multiplying that difference by the product of transformation ratios of the metering transformers.

18. Where the metering device immediately records the quantity of electricity consumed during the settlement period, then that quantity shall be accepted as the quantity consumed during the settlement month.

19. The readings of the commercial metering device shall be recorded by the Distributor, in procedures and timeframes defined by the Network Code.
20. In case of failure of the commercial metering device (inaccurate record of electricity), the quantity of electricity consumption shall be determined by calculation in accordance with the requirements of Trading Rules.

21. The price of electricity consumed by the Consumer during the settlement month shall be calculated as product of the tariff defined by the Commission and the quantity of electricity consumed, except for the cases specified in Provision 16 of this Contract. Where the tariff is changed by the Commission, the new tariff shall become effective from the day defined by the Commission.

22. Once the information on the quantity and cost of electricity consumed by the Consumer became available as defined in Provision 12.3) of this Contract, the Consumer shall in timeframes defined by Trading Rules pay the cost of electricity consumed during the previous month to the bank account mentioned in the Contract prerequisites opened for making payments against electricity consumed.

23. Where errors have been revealed in the payment document, the party that revealed shall inform the other party about the fact of inaccuracy. In case of disagreement, the given party shall provide clarifications with appropriate argumentation in a written form, within timeframes defined by Trading Rules. Once the fact of erroneous calculation is confirmed, the Distributor shall consider the recalculated amount in the payment document for the next month.

24. In accordance with this Contract, if the Consumer has got outstanding financial liabilities to the Distributor, payments of the Consumer shall be used to cover the main debt firstly, starting from the old-standing indebtedness, and only then to cover the calculated penalties.

25. If there are no outstanding liabilities to the Distributor, payments of the Consumer shall be used as deposit amounts to cover future liabilities, as it is required by Provision 24 of this Contract.

6. AVAILABILITY AND CONFIDENTIALITY OF INFORMATION

26. Any and all data subject to exchange between the parties shall be submitted (published) in procedures defined in Trading Rules and Network Code.

27. In case of failure to submit, delay in submission or submission of false or deficient information, any party shall bear responsibility for damages caused thereby.

28. Information that the parties became aware of, shall be used by them exclusively for the purposes of this Contract.

29. Sharing of information between the parties of this Contract shall be of public domain, unless it is considered and marked as “Confidential” by the Law or by the entity that submitted the information. While receiving and then using confidential information, the relevant entity shall ensure confidentiality and be responsible for illegal publication thereof.

30. In cases and procedures defined in the Law the Retail Market Participants and the Distributor shall be eligible to disclose confidential information.
7. VALIDITY OF CONTRACT

31. Provisions defined in this Contract in respect of connection to the electric network shall enter into force from the moment of signing this Contract and shall be valid until all obligations of parties associated with connection of the consumption system to the electric network stated in Provision 1 of this Contract are completely fulfilled.

32. Provisions of this Contract in respect of distribution and (or) universal supply of electricity shall enter into effect from the moment of the first actual connection of the Consumer to the electric network, and for the reconstructed consumption system - from the moment of signing the Contract and shall remain in effect for __________. The Contract shall be signed for uncertain period of time in all cases, except for those defined in Trading Rules.

33. Where the given case requires conclusion of a temporary contract according to Trading Rules, one month prior to expiration of the temporary contract’s validity period each party to the contract may notify the other party about termination of the contract. If after expiration of the validity period the Distributor did not make a notification and the Consumer continues consuming electricity, the Contract validity shall be considered extended on same conditions and for the same period.

34. The universal supply of electricity may be terminated based on the Consumer’s application, in procedures defined by Trading Rules.

35. The Contract shall be terminated:

   1) Upon mutual consent of the Parties;

   2) Upon unilateral initiative of the Consumer, on condition that the Distributor has been dully notified and the distribution services and universal supply of electricity provided by the Universal Supplier have been completely paid for;

   3) Upon unilateral initiative of the Distributor in case of failure of the Consumer to pay the Advance Amount within the period defined in Provision 3 of this Contract or if the Consumer requested the Distributor to return the Advance Amount per Provision 11.1) of the Contract, as well as in other cases provided for in this Contract, laws, Trading Rules and Network Code, on condition that the Consumer has been notified in advance.

36. In cases, when the Commission approves a new model form or introduces amendments and supplements to the existing Contract for connection to the electric network and provision of distribution services and universal supply of electricity, the Contract shall be deemed re-signed by the parties, if it is done within the period defined by the Commission and by sending an appropriate notification of the Consumer.

37. Amendments to this Contract upon mutual agreement of the Parties, as well as in cases provided for by trading Rules and Network Code, shall be made in writing on condition that those do not contradict the requirements of this Contract, Trading Rules and Network Code, acts of the Commission and other normative documents.
38. Amendments to or termination of this Contract shall not relieve the Parties from obligations undertaken and not fulfilled prior to the change of the Contract.

39. This Contract shall be signed in two legally valid and equal copies by one for each Party.

8. RESPONSIBILITIES OF PARTIES

40. Where a party failed to comply with or inadequately comply with undertaken obligations arising from this Contract, it shall bear responsibility in procedures defined by the RoA Legislation, Trading Rules, Network Code and this Contract.

41. Where the periods defined in Provision 8 of this Contract are violated, the Consumer shall have the right to impose a penalty on the Distributor for each delinquent day in amount of 0.1% of the Connection Charge, not exceeding the entire amount of the Connection Charge.

42. Where the period for payment of the difference between the Connection Charge and the Advance Amount defined in Provision 6 of the Contract is violated, the Distributor shall have the right to impose a penalty on the Consumer for each delinquent day equal to 0.1% of the difference, but not exceeding the entire amount of the difference.

43. Where the distribution and (or) universal supply of electricity was implemented with violation of service quality requirements, the Distributor shall be required to pay penalty to the Consumer, in procedures established by Trading Rules and Network Code.

44. Where the Consumer (except for residential) failed to pay within the period defined in Provision 14.1) of this Contract, the distributor shall impose penalty on the Consumer for each delinquent day equal to 0.1 % of the due amount, but not to exceed 10% of the entire debt.

45. Where the Consumer consumes electricity bypassing the commercial metering device, the quantity of electricity consumed shall be determined in procedures defined in the RoA Government decision.

46. The party to the Contract shall not bear responsibility, if it is able to prove that non-adequate compliance with the Contract was caused by emergency. The definition of emergency situation and the procedure of its application are defined in Network Code.

9. DISPUTE RESOLUTION

47. All disputes and disagreements arising from this Contract shall be solved through negotiations, and in case of a written application of one of the parties - through the Commission’s mediation.

48. Provision 47 of the Contract shall not restrict the right of the Parties to solve the dispute in court.

10. LIST OF ANNEXES BEING INTEGRAL PART OF CONTRACT

49. The following annexes make an integral part of the Contract:

1) Annex I: Consumption system connection charge;
2) Annex 2: Technical conditions for connection of consumption system to electric network (for a simplified connection procedure defined in Network Code);

3) Annex 3: Single line electricity supply diagram (for a complex connection procedure defined in Network Code);

4) Annex 4: Data of commercial (control) metering devices of the consumer (sub-consumer);

5) Annex 5: Direction, voltage, maximum permissible capacity of the consumer's (subconsumer's) feeder;

6) Annex 6: Boundary point between the electric network of the supplier and consumption system of the consumer and on separation of responsibility over the electric installations operation;

7) Annex 7: Additional conditions for consumers of 0.4 kV and over voltage network (except for residential).
## 11. PREREQUISITES OF PARTIES

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<thead>
<tr>
<th>Distributor</th>
<th>Consumer</th>
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**Location**

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<tr>
<th>Distributor</th>
<th>Consumer</th>
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**Phone**

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**Email**

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<th>Consumer</th>
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**Tax Payer Number**

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**Connection Charge Account**

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<th>Consumer</th>
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**Account for payment against electricity consumed**

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<tr>
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**Bank**

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**License N**

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**Account Number**

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<th>Consumer</th>
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(Signature, Name, Surname) (Signature, Name, Surname)
ANNEX 1. CONSUMPTION SYSTEM CONNECTION CHARGE

1. The Connection Charge (CC) amount is _____________________, from which the Advance amount is ____________________.

2. The Connection Charge has been calculated according to Annex __________ (exact reference) Decision N 659 adopted on 21st of December 2007 by the Commission.

\[ CC = Cst + Cadd + Creserve \]

Cst – description of the value, calculation (formula), respective components.

Cadd – description of the value, respective components.

Creserve – description of the value, respective components.

Distributor

______________________________ (Name, Surname, Position)

______________________________ (Signature)

Developer

______________________________ (Name, Surname)

______________________________ (Signature)
ANNEX 2. TECHNICAL CONDITIONS FOR CONNECTION OF THE CONSUMPTION SYSTEM TO THE ELECTRIC NETWORK

TECHNICAL CONDITIONS FOR TEMPORARY CONNECTION OF THE CONSUMPTION SYSTEM TO THE ELECTRIC NETWORK

Distributor

________________________________________
(Name, Surname, Position)

________________________________________
(Signature)

Developer

________________________________________
(Name, Surname)

________________________________________
(Signature)
ANNEX 3. SINGLE LINE ELECTRICITY SUPPLY DIAGRAM

Distributor

_________________________________
(Name, Surname, Position)

_________________________________
(Signature)

Developer

_________________________________
(Name, Surname)

_________________________________
(Signature)
## ANNEX 4. DATA OF COMMERCIAL (CONTROL) METERING DEVICES OF THE CONSUMER

<table>
<thead>
<tr>
<th>Location of the metering device</th>
<th>Commercial (Control) Metering Device</th>
<th>Party responsible for integrity of commercial meters, metering transformers on the territory being the property of or controlled by the Consumer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Meter</td>
<td>Current Transformer</td>
</tr>
<tr>
<td>Type, nameplate, type and number of the seal</td>
<td>Permissible current (A)</td>
<td>Nominal Voltage (V)</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
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</tbody>
</table>

### Distributor

________________________________________
(Name, Surname, Position)

________________________________________
(Signature)

### Consumer

________________________________________
(Name, Surname)

________________________________________
(Signature)
### ANNEX 5. DIRECTION, VOLTAGE, MAXIMUM PERMISSIBLE CAPACITY OF THE CONSUMER’S (SUBCONSUMER’S) FEEDER

<table>
<thead>
<tr>
<th>NN</th>
<th>Feeder direction name</th>
<th>Address</th>
<th>Electric load category (I, II, III)</th>
<th>Voltage at boundary point (kV)</th>
<th>Maximum permissible capacity (kW)</th>
<th>Number of working days and hours (hour)</th>
<th>Maximum demand load for working and non-working hours (kW)</th>
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<tr>
<td>1</td>
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</table>

1. The Column 6 of the above table shall be filled in according to the technical conditions provided to the Consumer. Where technical conditions are not provided the Column 6 shall be filled in as follows:

   a. For consumers using 0.22 kV voltage network it is the product of the permissible current of the meter and nominal voltage,

   b. For consumers using 0.4 kV network it is the product of permissible current, nominal volume and transformation ratio of the current transformer,

   c. For consumers of 6 (10) kV network it is the product of permissible current, nominal volume, transformation ratio of the current transformer and transformation ratio of the voltage transformer.

2. The Column 4 of the above table shall be filled in according to the categories of electric loads defined in technical requirements to the equipment at electric installations established by the RoA Government Resolution N 193-N of December 21, 2006.

---

**Distributor**

______________________________
(Name, Surname, Position)

______________________________
(Signature)

**Consumer**

______________________________
(Name, Surname)

______________________________
(Signature)
 ANNEX 6.  BOUNDARY POINT BETWEEN THE ELECTRIC NETWORK OF 
THE SUPPLIER AND CONSUMPTION SYSTEM OF THE 
CONSUMER AND ON POINT OF SEPARATION OF 
RESPONSIBILITY FOR ELECTRIC INSTALLATIONS OPERATION

1. The Boundary Point of the Parties is

_______________________________________________________________________

2. The point of separation of the operational responsibility is

_______________________________________________________________________

3. The Boundary Point between the electric installations of the Consumer and Sub-
Consumer

_______________________________________________________________________

<table>
<thead>
<tr>
<th>Distributor</th>
<th>Consumer</th>
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ANNEX 7. ADDITIONAL CONDITIONS FOR CONSUMERS OF 0.4 KV AND OVER VOLTAGE NETWORK (EXCEPT FOR RESIDENTIAL)

1. In cases provided for by the RoA standard legal acts, the Parties shall be obliged to attach to this Contract the Act on fixing the technological and (or) emergency capacities to be developed in accordance with the Network Code.

2. Where the normal operation of commercial metering devices is technically impossible to ensure under the minimum load regimes, the quantity of electricity consumed shall be calculated based on capacity of electric receivers that have been actually connected to the network during the entire period of minimum load, and be added to the quantity calculated based on the commercial meter readings, in procedures defined by Network Code.

3. Either the Distributor or Consumer may install devices to record and memorize electricity quality indicators at boundary points, in regard of which a bilateral act shall be developed and attached to this Contract.

4. In case the electricity quality indicators defined by the RoA Legislation are breached, the reasons and the period, when electricity was being supplied with violation of quality indicators, shall be determined by the records of metering devices of the Universal Supplier (Distributor) or Consumer, and in case of absence of those - by corresponding calculations using the records in operational documents of the Universal Supplier (Distributor) or Consumer, in regard of which the Universal Supplier (Distributor) and Consumer shall develop a bilateral act.

5. The Universal Supplier (Distributor) shall compensate the damages incurred by the Consumer due to distribution of electricity with violation of quality indicators, in procedures defined by the RoA Law.

6. In the event the equipment, the relay protection and automation devices of the Consumer (except for residential) are being transferred under the Distributor’s operational supervision, the Parties shall be required to do it in procedures defined by Network Code.

7. The Consumer shall be obliged:

   1) To ensure 24-hour free access for the operational staff of the Distributor that is authorized to do switching to the premises under its control to fulfill their obligations within the scope of their authorities;

   2) To immediately inform the Distributor about deficiencies and failures revealed on the equipment and relay protection and automation devices under its operational supervision, by phone number: ________________.

8. The Consumer shall not exceed the maximum permissible capacity specified in Annex 5 to this Contract, as well as shall be required to agree with the Universal Supplier (Distributor) any change of the maximum permissible capacity.

9. The Universal Supplier (Distributor) shall not bear responsibility for supply of electricity with violation of quality indicators for the period, in which the Consumer exceeded the defined maximum permissible capacity.
OTHER CONDITIONS (TO BE FILLED IN BY PARTIES)

10. ____________________________________________________________

11. ____________________________________________________________