



DACIA ENERGY SOLUTIONS SRL

Address: str. Cazărmii, no. 11, office 3, Slatina, Olt County
Correspondence address: str. Știrbei Vodă, no. 4, bl. 2, sc.1 parter, ap. 1, sector. 1, Bucharest
; E-mail: office@des-ro.eu web: www.des-ro.eu
Unique registration code: RO41435690; no. registration number: J28 / 880/2018

The main general contracting conditions

These conditions are an integral part of the contract for the supply of electricity to household consumers.

1. According to the general conditions, the supply contract means: the individual contract entered into between the parties, its annexes, as well as the provisions of these conditions.
2. The parties to the contract are the household consumer and the supplier.
3. The object of the contract is the obligation of the supplier to ensure the supply of electricity at the request of the consumer, and the consumer undertakes to take over the electricity supplied under the contract and to pay in time its value.
4. The consumer, by signing the contract for the supply of electricity, declares that he has no arrears to pay for the electricity consumed, is not in foreclosure proceedings and has not been in the last 6 months.

It also states that it has no other types of meters and/or measuring groups than those installed by the electricity distributor.

If the consumer's statements are not true, the contract is considered null and void.

The contract terminates by right when the supplier has become aware of the consumer's unrealistic statements, which is brought to his notice by the supplier in writing.

The supplier may also terminate the contract, which is a favorable measure applied to the consumer.

5. The contract for the supply of electricity may be concluded for a definite or indefinite period depending on the tariff chosen by the consumer. The determined duration is established by the contract between the parties. The fixed-term contract is automatically extended by twelve months unless the consumer notifies in writing thirty days before the end of the contract period that he does not wish to extend the contract. If there are arrears on the payment of electricity consumed, the notice made by the consumer will be taken into account only after full payment of the debts.

Consumers who have opted for the 'Loyalty' tariff are obliged to maintain the contract for a period of twenty-four months calculated from the moment of signing. In case of non-compliance with this condition, ie renunciation of the contract before the end of the twenty-four month period, the consumer owes the supplier compensation representing the price difference up to the "Standard" price level, calculated for both the amount of electricity delivered and the remaining amount. provided for the duration of the contract calculated at the level of the estimated monthly consumption from Point IV. These conditions also apply to extended contracts, the calculation is made for the twelve months of mutual extension of the contract.

6. The supplier has the obligation to provide and purchase electricity for the place of consumption designated by the authorized distributor.

7. The new consumer has the obligation to conclude with the authorized distributor a connection contract in order to connect to the public distribution network.

The supplier and the consumer by the concluded contract agree that the fees charged by the distributor and due by the consumer are to be paid by the supplier.

The consumer undertakes that during the contract the entire amount of electricity required for the point of consumption to be purchased only from the supplier. In case of non-compliance, the supplier is entitled to terminate the unilateral contract. The consumer may not subcontract electricity to third parties until he has obtained the written agreement of the supplier and the distributor to that effect, and the unit price of the subcontracted electricity must be the same as that of the electricity taken over. Failure to comply with this condition is grounds for termination of the contract by the supplier.

8. The parties agree by contract that all steps necessary for the supply of electricity shall be carried out by the supplier, who may represent the buyer in order to resolve any problems arising in relation to the distributor. The parties also agree that all costs and charges related to the activity of electricity supply (transmission tariff, tariff for the introduction of electricity into the network, system service tariff, distribution tariff, excise duty, commercial consumption, green certificates, high efficiency cogeneration contribution and VAT) owed by the consumer, to be settled by the invoice issued by the supplier.



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9. The electricity supply service is performed according to the qualitative technical norms in force and is provided by the supplier and distributor.

10. The electricity supplied/consumed is measured by meters/metering groups verified and metrologically certified by the competent authority and is managed by the distributor. In the absence of electricity measurement conditions, the distributor can determine the consumption by calculations or at a flat rate. The entire measurement, reading, and control activity are performed by the distributor, and the result is communicated directly to the supplier. The consumer is obliged to pay the supplier the value of the electricity consumed according to the price provided in the contract. The prices for electricity used by the supplier are set according to the free market, being independent of those set by ANRE. The price agreed in the contract does not include excise duties on commercial consumption, green certificates, a high-efficiency cogeneration contribution, or VAT, which are borne by the consumer and will be highlighted separately on the invoice submitted to the consumer. If regulators amend or introduce other regulated tariffs, the supplier will include them, without prior notice, in the invoice sent to the consumer.

11. The quantity of electricity consumed is established, by reading the meters/measurement groups by the distributor, and the data are communicated to the supplier for invoicing. The reading period is three months, which can be modified by agreement with the distributor. The supplier will issue monthly partial invoices (estimated consumption) for the months between the reading periods with the estimated consumption values received from the distributor.

12. The payment of the consumed electricity is based on the invoice issued by the supplier and is made in the manner provided in the contract. The payment is considered fulfilled when the amount due is paid in full and appears in the supplier's account.

The consumer may object to the invoice issued within the due date, in writing at the working point entered in the contract. The supplier will respond to the objections within 15 days of receipt. Objections may not constitute grounds for postponing the period for payment.

If, after examining the objections, it is found that the amount due is less than that paid by the consumer, the difference will be considered as an advance payment for subsequent invoices. In the event of termination of the contract, any additional amounts paid will be refunded to the consumer, but only if no other arrears are recorded.

13. Late payment is considered to be the situation in which the amount due according to the invoice received has not been paid into the supplier's account by the due date.

If the consumer does not pay the amounts due for the service provided within the due date, the supplier is entitled to apply the penalties for delay provided for in the contract, as well as to take measures to follow up the arrears. The supplier shall notify the consumer or the payer in writing that in the event of non-payment of claims he may take measures to suspend the supply. If the payment deadline is exceeded, the provider may terminate the supply contract and take steps to disconnect from the network. In case the consumer has been disconnected for non-payment, but has paid the amounts due including the costs for decoupling / refueling, the supplier will take measures for refueling within 48 hours from the payment.

The consumer is obliged to bear all the expenses caused by late payment, as follows: for each payment summons 4 lei; for each decoupling warning 8 lei.

14. Failure to comply with the obligations assumed by the parties through the contract may result in penalties, payment of damages and termination of the contract. The parties may be acquitted of the consequences of non-compliance with their contractual obligations only in the event of proven force majeure.



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15. Ways of non-compliance with the contract by the CONSUMER:

Late execution of payment obligations by non-fulfillment of them after 8 days from the receipt of the summons has as effect the payment of penalties, decoupling and termination of the contract;

The transmission of electricity to a sub-consumer or without the prior written consent of the supplier as well as the fraudulent consumption of electricity has the effect of the immediate termination of the contract and the payment of damages. Ways of non-compliance with the contract by the SUPPLIER:

Delayed supply of electricity, non-compliance with the start date of supply provided in the contract has the effect of payment of damages;

The suspension or termination of the activity of trading electricity during the contract period has the effect of paying compensation.

16. The consumer is entitled to request the termination of the contract as follows: the supplier loses the right to fulfill its obligations under the contract and has no legal successor, the supplier initiates bankruptcy proceedings, or is in default of payment established by court decision. The contract may be terminated by the parties by unilateral termination without justification with 30 days notice. The notice shall begin on the day on which the party took notice of the termination.

17. Regardless of the reasons for the termination of the contract, the supplier will issue the consumer an invoice with the estimated amount of electricity. The estimated bill is based on the value of electricity consumption to be consumed in the last month in a proportion of 100%. The consumer has the obligation to pay the invoice issued 15 days before the date of termination of the contract. In case of non-payment of the invoice by this term, all the agreements and steps made for the termination of the contract lose their desired effects. In this situation, if the consumer still wishes to terminate the contract, he has the obligation to resume the termination procedure.

18. The supplier, based on the authorization, is entitled to use the personal data in the contract for concluding and amending the contract, following the fulfillment of contractual obligations for issuing invoices, as well as for recovering receivables. Telephone calls are recorded and kept for 5 years. The consumer expressly agrees that the data transmitted to the supplier to be recorded, processed and analyzed in order to achieve the contractual objectives.

19. The consumer has the obligation to notify the supplier within 15 days of any changes to the data in the contract. For any damage caused by their non-notification, the responsibility lies exclusively with the consumer.

20. The parties agree to settle disputes arising out of the amicable performance of the contract. In case of failure to reach an agreement, the disputes will be settled by the courts at the supplier's premises. In the event of any discrepancies between these conditions and the supply contract, the provisions of the concluded contract shall prevail.

21. The provisions of the present are completed with the provisions of the Regulation on the supply of electricity, as well as other mandatory normative provisions adopted by the regulatory authority (ANRE).

22. The provisions of the present are completed with the provisions of the Regulation on the supply of electricity approved by ANRE.