**FRAMEWORK CONTRACT FOR THE SALE-PURCHASE**

**OF NATURAL GAS**

no. .............../.........................

**I. Contracting parties**

**Art. 1**

...................................., a company established and operating in accordance with the Romanian law, with its registered office in .................., street .................. no. ....., ZIP code ....................., County ........., registered with the Trade Register under the no. J ......... / ......... / ..........., sole registration code RO ...................., duly represented by ... ......................., as a natural gas supplier according to the Natural Gas License no. \_\_\_\_\_ of \_\_.\_\_.\_\_\_\_ issued by the RERA, hereinafter referred to as ”SELLER”.

**and**

...................................., a company established and operating in accordance with the Romanian law, with its registered office in .................., street .................. no. ....., ZIP code ....................., County ........., registered with the Trade Register under the no. J ......... / ......... / ..........., sole registration code RO ...................., duly represented by ... ......................., as a natural gas supplier according to the Natural Gas License no. \_\_\_\_\_ of \_\_.\_\_.\_\_\_\_ issued by the RERA/as a final consumer hereinafter referred to as ”BUYER”.

The Parties, hereinafter separately referred to as the ”Party” and collectively the ”Parties”, have agreed to conclude this Natural gas sale-purchase contract (”Contract”), subject to the following terms and conditions:

**II. Object of the Contract**

**Art. 2**

1. The object of the Contract is the trading between the Seller and the Buyer of certain determined quantities of natural gas under standardized conditions, according to the products available on the Market for medium and long-term standardized products administered by the RCE expressed in units of energy (the ”Contracted Quantity”), according to **Annex no. 1** ”Trading Annex”, quantities intended for commercialization on the natural gas market in Romania;
2. The quantities, prices and delivery periods shall be those traded by the parties in the negotiation sessions on the Market for medium and long-term standardized products administered by the RCE; these shall be the subject of transaction annexes for each individual transaction, identical in form and fully completed, in accordance with the model shown in Annex 1 of this Framework Contract;
3. The transfer of ownership is made at the Virtual Trading Point (VTP), based on the trading report provided to the Parties by the Centralized Market Operator - RCE; the quantities of natural gas traded are to be delivered to the VTP, in a constant daily profile.

**III. Takeover obligation / Delivery obligation**

**Art. 3**

1. The traded quantities of natural gas are firm, the Seller undertaking the obligation to deliver them and to issue the invoice for them to the Buyer, and the Buyer to take over and pay them at the price resulting from the trading session, according to the Trading Report, issued and transmitted to the Parties by the RCE, in accordance with the provisions of Chapter V of the “Procedure for the organization and functioning of the Market for medium and long term standardized products administered by the RCE”. The Parties shall notify to the TSO the quantities handed over and taken over, in accordance with the provisions of the Annex. no. 1.
2. The non-delivery or non-takeover of the quantities of natural gas traded, in part or in full, gives the injured party the right to invoice the guilty party the value of the quantity not delivered or not taken over, as a penalty and the right to declare the rescission of this Contract unilaterally, if the other party fails repeatedly to deliver or take over the traded quantities of natural gas.
3. The equivalent value of the imbalances generated by one Party to the other Party shall be calculated according to the legal provisions in force and shall be due by the Party at fault to the Party to which they were generated.

**IV. Duration of the Contract**

**Art. 4**

1. This Contract is concluded for **the period related to the product traded on the Market for medium and long term standardized products administered by the RCE.**
2. The validity period of the contract is the period determined in time between the moment in which the transaction is concluded and the moment when all obligations related to payments, delivery/taking over of Natural Gas and guaranee operations are fulfilled.
3. After the expiration of the Validity Period, the Parties will no longer be bound by the terms and conditions of this Contract, except to the extent necessary to enforce the rights and obligations of the Parties, as they arise from this Contract before the end of the Validity Period.

**V. Delivery / takeover of natural gas, natural gas measurement**

**Art. 5**

1. The delivery / takeover of natural gas is carried out at the VTP at the term established according to Annex 1 of this Contract, in a constant daily profile.
2. The transfer of ownership on the natural gas from the Seller to the Buyer shall be carried out at the VTP on the basis of the trading report made available to the Parties by the centralized market operator – RCE.
3. Expenditures incurred for the delivery / takeover of natural gas at the VTP shall be borne in accordance with the provisions of the legislation in force, as follows:
4. The Seller agrees to bear all costs but not limited to taxes, charges or tariffs imposed by any government authority on or in connection with natural gas before or at the moment of delivery to the Buyer at the VTP;
5. The Buyer agrees to bear all costs but not limited to taxes, charges or tariffs imposed by any government authority on or in connection with natural gas after their takeover by the Buyer at the VTP.

**VI. Contract price. Guarantee of payment of the price. Terms and conditions of payment**

**Art. 6**

1. The price of natural gas which is the subject of transactions between the Parties (”Contractual Price”) is the price established after the trading on the Market for medium and long term standardized products administered by the RCE, in accordance with Annex 1 ”Trading Annex”;
2. The price provided in paragraph (1) does not include the VAT and excise duties, which shall be added as the case may be according to the law.
3. The obligations to declare and pay the excise duty to the consolidated state budget for natural gas purchased under this Contract shall be established in accordance with the provisions of the tax legislation.
4. The payment of the value of the natural gas contracted / delivered for each contractual week / month of delivery and of the risk of the failure to takeover the natural gas contracted by the Buyer shall be guaranteed in one of the following ways:

* For the WEEK product, by:
  + **the** **advance payment** of the equivalent value of the total quantity traded, at least 2 Working Days before the first day of delivery.
* For the MONTH product, by:
  + **the** **advance payment** of the equivalent value of the total quantity traded, at least 2 working days before the first day of delivery or
  + by drawing up **a letter of bank guarantee** by the Buyer, for the benefit of the Seller; the letter of bank guarantee shall be sent to the Seller, in original, within no more than 5 Working Days from the date of signing the Contract by both Parties, but not less than 2 Working Days before the first day of delivery and shall cover the full amount representing the Value of the Contract which may be executed by the Seller for the non-collection of the price and penalties applied in accordance with the provisions of this Contract. The validity term of the letter of bank guarantee is 35 days from the last day of the delivery month.

The warranty method is decided by the Buyer, and shall be notified to the Seller at the time of signing this Contract.

* For the QUARTER product, by:
  + submitting **a performance bond (PB),** within a maximum of 5 Working Days from the date of signing the Contract by both parties, but not less than 2 Working Days before the start of deliveries, its amount representing the Contract Value for a period of delivery of 30 days, followed by **the advance payment** of the equivalent value representing a delivery period of one month from the Contract Value, at least 2 Working Days before the first day of delivery
    - After confirmation of the payment for the 2nd month of delivery, the cumulative value of the guarantees (by advance payment and PB) shall be reduced to the equivalent of the last month of delivery
  + or submitting **a performance bond (PB),** within a maximum of 5 Working Days from the date of signing the Contract by both Parties, but not less than 2 Working Days before the start of deliveries, its amount representing the Value of the Contract for a period of delivery of 30 days, and at least 2 days before the beginning of the delivery period **the performance bond shall be filled in** with the amount representing the Value of the Contract related to a delivery period of 60 days. The performance bondmay be executed by the Seller for non-payment of the price and penalties applied in accordance with the provisions of this Contract.
    - After confirmation of the payment of months 1 and 2 of delivery, the value of the performance bondshall be reduced accordingly, maintaining coverage only for the period left unpaid.

The validity term of the performance bond is 35 days from the last day of the delivery month in case of both guarantee methods.

* For SEMESTER, SEASON and YEAR products, payment shall be guaranteed by:
  + submitting **a performance bond (PB),** within at most 5 Working Days from the date of signing the Contract by both Parties, but not less than 2 Working Days before the start of deliveries, its amount representing the Contract Value for a period of delivery of 30 days, and at least 2 Working Days before the start of the delivery period, by filling in **the** **performance bond** with the amount representing the Contract Value corresponding to a delivery period of 30 days and making **the advance payment** of the amount representing the Contract Value for a delivery period of 30 days after the end of each delivery month or;
  + submitting **a performance bond (PB),** within at most 5 Working Days from the date of signing the Contract by both Parties, but not less than 2 Working Days before the start of deliveries, its amount representing the Contract Value for a period of delivery of 30 days, and at least 2 Working Days before the start of the delivery period, by filling in **the** **performance bond** with the amount representing the Contract Value corresponding to a delivery period of 60 days. The performance bond may be executed by the Seller for non-payment of the price and penalties applied in accordance with the provisions of this Contract.

In the last 3 months of delivery after the confirmation of the payments related to the antepenultimate and penultimate month, the cumulated value of the performance bond shall be reduced accordingly so that it covers only the remaining months until the end of the Contract.

The validity term of the performance bond is 35 days from the last day of the delivery month in case of both guarantee methods.

1. The delivery of natural gas by the Seller shall be guaranteed in one of the following ways:
2. For the WEEK product, the Seller does not establish a performance bond.
3. For the MONTH product, the Seller establishes **a performance bond** for the benefit of the Buyer, which shall be sent to the Buyer, in original, no later than 5 Working Days from the date of signing the Contract by both parties, but not less than 2 Working Days before the start of deliveries and which shall cover the entire amount representing the Value of the Contract, and it may be executed by the Buyer for non-delivery and non-payment of penalties applied in accordance with the provisions of this Contract. The term of validity of the performance bond is 10 days after the last day of delivery.
4. For QUARTER products, the Seller establishes **a performance bond** for the benefit of the Buyer, which shall be sent to the Buyer, in original, no later than 5 Working Days from the date of signing the Contract by both parties, but not less than 2 Working Days before the start of deliveries and which shall cover the amount representing the Contract Value for a period of 30 days of delivery and it may be executed by the Buyer for non-delivery and non-payment of penalties in accordance with the provisions of this Contract.
   1. Within at most 5 Working Days from the beginning of the last month of delivery, the value of the performance bond shall be reduced to 30 days from the Contractual Value.

The validity term of the performance bond is 10 days from the last day of the delivery.

1. For SEMESTER, SEASON and YEAR products, the Seller establishes **a performance bond** for the benefit of the Buyer, which shall be sent to the Buyer, in original, no later than 5 Working Days from the date of signing the Contract by both parties, but not less than 2 Working Days before the start of deliveries and which shall cover the amount representing the Contract Value for a period of 60 days of delivery and it may be executed by the Buyer for non-delivery and non-payment of penalties in accordance with the provisions of this Contract.
   1. Within at most 5 Working Days from the beginning of the penultimate month of delivery, the value of the performance bond shall be reduced to 60 days of the Contractual Value;
   2. Within at most 5 Working Days from the beginning of the last month of delivery, the value of the performance bond shall be reduced to 30 days of the Contractual Value.

The validity term of the performance bond is 10 days from the last day of the delivery.

1. The breach of the obligation to make the advance payment or to send the performance bond in time, entitles the other Party to rescind this Contract unilaterally by the fault of the other Party and to invoice the latter as a penalty the equivalent of the quantity contractedeither undelivered or not taken over.
2. The Party establishing the performance bond shall be obliged to replenish the guarantee covered by the performance bond after each execution by the other Party, respectively to complete the performance bond, if necessary, so as to cover the guaranteed value at any time. All fees related to the performance bond and its execution shall be borne by the Party establishing the performance bond.
3. The Party in favour of which the performance bond is established shall have the obligation to return it to the other Party, upon its written request, within 2 Working Days from the date of full fulfilment of the obligations it guarantees. In case of using the advance payment as a guarantee method, the Party in favour of which the payment is made shall have the obligation to return to the other Party the advance or depending on the agreement of both parties, to make the compensation with the last month of payment.
4. **The performance bond** may be executed by any Party in the situation where the other Party does not comply with any of its contractual obligations, respectively non-takeover / non-delivery and non-payment.

**Art. 7**

1. The Seller shall issue an invoice to the Buyer as follows:

* At least 2 days before the start of deliveries, in case the invoice has an advance payment regime;
* Within at most 20 days from the end of each month of delivery, for the other invoices issued under the Contract, with the Due Date of payment until the 25th date corresponding to the month following the month of delivery.

1. The invoices drawn up by the Seller corresponding to the provisions of this Contract shall be sent to the Buyer by fax and / or e-mail, on the date of issue. Any delay in issuing or transmitting invoices shall lead to the corresponding extension of payment terms.
2. Natural gas shall be paid by the Buyer by bank transfer, based on the invoices issued by the Seller. Payment by bank transfer or any other payment instruments shall be deemed to have been made on the date on which the Seller's bank account is credited with the amount representing the invoiced amount. Payment shall be made to the account of the Seller registered in the invoice.
3. The Buyer shall explicitly mention in the payment order the invoice to be paid and shall send, upon the request of the Seller a copy of it, to the correspondence addresses provided in Art. 14.
4. Non-payment at the due date of invoices issued under this Article, entitles the Seller to:
5. not deliver natural gas according to the Contract, without giving rise to any contractual obligation / liability on the part of the Seller, in case of non-payment of advance invoices;
6. collecting a rate of interest on arrears equal to the level of increases for non-payment at due date of obligations to the consolidated state budget, calculated for each day of delay, starting with the day immediately following the Due Date, until full payment of the debt, including the payment day;
7. limiting / interrupting the supply of natural gas with prior notice of the Buyer within 24 (twenty-four) hours of transmitting a notification to the Buyer and the TSO in this respect;
8. rescind this Contract unilaterally by the fault of the Buyer, in case the delay of payment exceeds 10 days.
9. If an amount invoiced by the Seller is disputed in whole or in part by the Buyer, they shall submit an explanatory note to the Seller containing their objections within 5 (five) Working Days of receipt of the invoice by fax; or e-mail, and shall pay the outstanding amount uncontested until the payment deadline, in accordance with Art. 7 par. (1). The Buyer's objections regarding the invoiced values presented in the explanatory note shall be reconciled between the parties within 5 (five) Working Days from the receipt of the claims made by the Buyer. For the amounts disputed but subsequently settled amicably or by court order to be owed by the Buyer, they shall pay, in addition to the amount owed, a penalty calculated according to the provisions of Art. 3 par. (2). If, following the appeal, the reduction of the invoiced values has been established, the Buyer shall be refunded any amounts and penalties calculated according to Art. 3 par. (2), already paid, corresponding to the respective reduction. The procedure provided for in this Art. 7 par. 7 shall not prevent the execution of the bond established by the Buyer in accordance with Art. 6 par. (4).

**VII. Charges and taxes**

**Art. 8**

1. According to the legal provisions, the Seller agrees to take responsibility and pay or to determine the payment of all charges and/or taxes imposed by any governmental authority and associated with natural gas delivered under this Contract before handing it over to the Buyer.
2. According to the legal provisions, the Buyer agrees to be responsible and to pay or to determine the payment of all charges and / or taxes imposed by any governmental authority and associated with natural gas delivered under this Contract after receiving them from the Seller.

**VIII. Rights and obligations**

**Art. 9**

1. The Seller has the following main rights:
2. to invoice the Buyer the quantity of natural gas delivered and the penalties or penalty interests - where applicable - in accordance with the contractual provisions and to collect their counter value;
3. to invoice to the Buyer the value of the imbalances created by them and to collect their equivalent value;
4. to stop deliveries of natural gas to the Buyer, in compliance with the provisions of Art. 7 par. (5) point b);
5. to execute the performance bond established by the Buyer in accordance with Art. 6 par. (4), in the event of a payment delay of the Buyer.
6. The Seller has the following main obligations:
7. to deliver to the Buyer the quantities of natural gas established in accordance with this Contract and on the basis of the Trading Annex that forms an integral part of the Contract;
8. to ensure the specified parameters of delivered natural gas, according to the legislation in force;
9. to hold and maintain in force, throughout the Contract, the licenses and authorizations necessary for the delivery / takeover of natural gas at the VTP and to comply with their provisions;
10. to ensure the delivery to the Buyer of the quantity of natural gas contracted in the terms of this Contract;
11. to return to the Buyer the performance bond within 1 (one) Working Day from the time of payment of all financial debts, if the contract has terminated;
12. to resume the delivery of natural gas to the Buyer within at most 24 (twenty-four) hours from the date of cessation of the reason for the interruption, except in cases of force majeure and of the state of necessity;
13. to establish a performance bond, having as guaranteed value the value provided in Art. 6 para. (5).

**Art. 10**

1. The Buyer has the following main rights:
2. to request and take over the quantities of natural gas, in accordance with the provisions of this Contract and of all trading Annexes that are an integral part of the Contract;
3. to invoice to the Seller the value of the imbalances created by them and to collect their equivalent value;
4. to claim damages from the Seller in the event of limitations and / or disruptions in the delivery of natural gas in circumstances other than those permitted by this Contract or the applicable law, caused by their fault, fault resulting from a technical expertise. To avoid any doubt, the fault must be proven.
5. to execute the performance bond established by the Seller according to Art. 6 par. (4) in case of non-delivery of natural gas by the Seller.
6. The Buyer has the main following obligations:
7. to take over or pay the quantities of natural gas made available by the Seller under the terms of this Contract;
8. to pay in full and on time the value of the natural gas purchased under the terms of this Contract;
9. to hold and maintain in force, throughout the Contract, the licenses and authorizations necessary for the delivery / takeover of natural gas at the VTP and to comply with their provisions;
10. to establish a performance bond, having as guaranteed value the value stipulated in Art. 6 par. (4).

**IX. Confidentiality clause**

**Art. 11**

1. The Parties undertake to treat all information, data and documentation that they have come to know during and / or on the occasion of the performance of this Contract as confidential information and assume responsibility for maintaining confidentiality.
2. The following data, documents and information are exempted from the provisions of Art. 11 par. (1):

a) those for whose disclosure the prior written consent of the other Contracting Party has been obtained;

b) those which at the date of their disclosure are public;

c) those requested by the competent bodies of the state, based on a legal obligation.

1. Should one of the Parties breach the confidentiality obligation with respect to this Contract by disclosing to unauthorized third parties non-public information, they shall be liable to pay damages to the injured Party.
2. The provisions of paragraph (1) remain valid for 5 years after the termination of this Contract.

**X. Contractual liability**

**Art. 12**

Each Party shall be liable only for the performance and fulfilment of their contractual obligations, in accordance with common law.

**XI. Termination of the Contract**

**Art. 13**

1. This Contract shall terminate:
2. at the end of the Contract Validity Period;
3. in the event that one of the Parties ceases to hold the authorizations / licenses necessary for the fulfilment of the obligations under this Contract;
4. if force majeure events prevent the Parties from fulfilling their contractual obligations under the Contract;
5. by the rescission by either Party, under the conditions provided by this Contract;
6. by the termination as of right in case of bankruptcy or dissolution, as the case may be, of the contractual partner.
7. The termination of this Contract shall have no effect on the contractual obligations assumed by the Parties and not yet executed.

**XII. Notifications**

**Art. 14**

1. The Parties agree that during the execution of this Contract, all notifications or communications between them shall be in writing and shall be sent by fax and / or e-mail, registered mail with acknowledgment of receipt or by courier at the addresses indicated below:

For the Seller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Headquarters: \_\_\_\_, \_\_\_\_\_\_\_\_\_, no. \_\_\_\_, county / district \_\_\_\_\_

Phone: +4 \_\_\_\_\_\_\_\_\_\_

Fax: +4 \_\_\_\_\_\_\_\_\_\_

General Requests E-mail: \_\_\_\_\_\_\_\_\_\_

Person in charge of REMIT: \_\_\_\_\_\_\_\_\_\_

Person in charge of GMOIS: \_\_\_\_\_\_\_\_\_\_

Person in charge of invoicing: \_\_\_\_\_\_\_\_\_\_

Person in charge of Contracting: \_\_\_\_\_\_\_\_\_\_

For the Buyer:

­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Headquarters: \_\_\_\_, \_\_\_\_\_\_\_\_\_, no. \_\_\_\_, county / district \_\_\_\_\_

Phone: +4 \_\_\_\_\_\_\_\_\_\_

Fax: +4 \_\_\_\_\_\_\_\_\_\_

General Requests E-mail: \_\_\_\_\_\_\_\_\_\_

Person in charge of REMIT: \_\_\_\_\_\_\_\_\_\_

Person in charge of GMOIS: \_\_\_\_\_\_\_\_\_\_

Person in charge of invoicing: \_\_\_\_\_\_\_\_\_\_

Person in charge of Contracting: \_\_\_\_\_\_\_\_\_\_

1. If the notification is made by post, it shall be sent by registered letter with acknowledgment of receipt and shall be deemed to have been received by the recipient on the date indicated by the receiving postal office on that acknowledgment.
2. No verbal notification shall be taken into account by either Party unless it is confirmed by one of the modalities provided for in the preceding paragraphs.
3. The change of the correspondence address of any of the Parties shall be notified according to the provisions of paragraph (1) above with at least 5 (five) calendar days before it becomes effective, otherwise notifications shall be deemed valid even in the case of the statement ”Recipient has moved from this address” or similar or in the case of failure by the recipient to collect the document.

**XIII. Change in circumstances**

**Art. 15**

1. ”Change in circumstances” means: entry into force, modification of the text or interpretation of any legal requirement, norm, methodology or recommendation of an authority that were not in force at the date of signing this Contract.
2. The change in circumstances may include, but not be limited to: introducing new taxes or charges, a change in the methods of taxation or charging, an increase / decrease of any existing taxes or charges or a change in the methodology envisaged on the date of the conclusion of this Contract, regarding the substantiation or recommendation and / or application of the elements used to establish the Contract Price; any change and addition to the Network Code for the National Transmission System in force shall be deemed to be a change in circumstances within the meaning of this Contract.
3. In the event of a change in circumstances affecting the provisions of this Contract, the Parties undertake to sign an Addendum reflecting that change.

**XIV. Force Majeure**

**Art. 16**

1. The case of Force Majeure is that future, unpredictable and insurmountable event, exonerating the Party invoking it in the event of partial or total non-performance of the obligations assumed by the Contract, if it is invoked under the law.
2. The Party invoking a case of Force Majeure shall be obliged to notify the other Party within 48 (forty-eight) hours of the occurrence of the event, followed by the submission of the supporting documents within 5 (five) calendar days from the same date; the Party concerned is also required to take the necessary measures to limit the consequences of such a case.
3. The cases of Force Majeure shall be certified by the Chamber of Commerce and Industry of Romania.
4. If the Force Majeure does not end within 30 (thirty) calendar days, the Parties shall have the right to request the termination as of right of the Contract, without any claim for damages.
5. The occurrence of a case of Force Majeure shall not exonerate the Parties from the due obligations until the date of the occurrence of the case of Force Majeure;

**XV. Applicable laws**

**Art. 17**

1. This Contract, as well as the rights and obligations of the Parties arising from its performance, are subject to the applicable Romanian legislation.
2. The Parties agree that all misunderstandings resulting from the interpretation, execution or termination of this Contract shall be settled amicably.
3. Otherwise, any dispute arising out of or in connection with this Contract, including its end, execution or cancellation, shall be settled by the competent courts.

**XVI. Assignment**

**Art. 18**

None of the Parties may, in any way or in whole or in part, assign to any third party any rights and / or obligations arising from this Contract.

**XVII. Final terms**

**Art. 19**

In the event of a change in the legal form / judicial reorganization, the Parties undertake to communicate, within at most 5 (five) calendar days from that date, the manner of assuming the reciprocal contractual obligations.

**Art. 20**

The Parties undertake, in relation to each other, to hold for the entire duration of the Contract the approvals necessary for the fulfilment of the obligations stipulated in it.

**Art. 21**

The provisions of this Contract shall be supplemented by the provisions of the Civil Code as well as the other legal regulations in force. If one of the provisions of the Contract is invalid or unenforceable in any respect in accordance with the applicable laws and regulations, the validity, legality and applicability of the other the provisions of the Contract shall not be affected in any way, and the Contract shall continue to produce its effects. Invalid or unenforceable provisions shall be deemed to be substituted for an adequate and fair provision which, to the extent permitted by the law, is as close as possible to the intent and purpose of the invalid or unenforceable provision, to the extent that the Parties do not agree to their replacement by an addendum.

**Art. 22.**

The fact that one of the Parties does not, at any time, avail itself of any of the provisions of this Contract, cannot be interpreted as a waiver of the right to avail itself of it later, does not constitute an amendment to this Contract nor does it give rise to any right in favour of the other Party or a third party.

**Art. 23.**

The Parties declare that they have all the experience and knowledge required to conclude this Contract, that this Contract is concluded while the Parties are fully aware of its effects, knowing and fully understanding all legal, technical and commercial aspects related to the conclusion, execution and end of this Contract.

**Art. 24.**

Either Party shall have the right to claim the payment of the amounts due under this Contract within 3 years of their due date.

**Art. 25**

This Contract was drawn up today, \_\_.\_\_.\_\_\_\_\_, in 2 (two) original copies, one for each Party and it shall take effect starting from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XVIII. Annexes**

**Art. 26**

The following Annexes are an integral part of this Contract:

Annex 1. The Trading Annex

Annex 2. Terminology

It undertakes and employs the company’s liability:

**SELLER** **BUYER**

(Company name) (Company name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal representative Legal representative

**Annex 1**

to the Contract

**Trading Annex**

The specific and commercial contracting conditions outlined below shall reflect in detail the elements of the Transaction Report No. ............../............................ The information given in this Annex shall prevail over other contractual provisions that relate to an identical topic.

**Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* **DELIVERY PERIOD / NATURAL GAS QUANTITY / PRICE / HANDOVER - TAKEOVER POINT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Delivery period**  (starts and ends at 07:00 a.m. of the gas day) | **Total traded quantity**  (MWh) | **Quantity delivered daily**  **(MWh/day)** | **Price**  (LEI /MWh) | **Handover - Takeover point** |
|  |  |  |  |  |

* **Total contract value** (excluding VAT and / or excise): \_\_\_\_\_\_\_\_\_\_\_\_\_ **LEI**

This Annex was concluded following the trade conducted on the centralized markets organized and managed by Romana de Marfuri (Romanian Commodities Exchange SA) – the Market for medium and long-term centralized products, the **Product** *(tick the appropriate product*):

□ **WEEK**

**□ MONTH**

**□ FIRST QUARTER**

**□ SECOND QUARTER**

**□ THIRD QUARTER**

**□ FOURTH QUARTER**

**□ FIRST SEMESTER**

**□ SECOND SEMESTER**

**□ COLD SEASON**

**□ WARM SEASON**

**□ GAS YEAR**

**□ CALENDAR YEAR,**

Assumes and engages the responsibility of the company:

**SELLER** **BUYER**

(Company name) (Company name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal representative Legal representative

**Annex 2**

to the Contract

**Terminology**

**”Network Code for the National Gas Transmission System”** - legislative act regulating the conditions and rules of use of the National Gas Transmission System in Romania;

”**Competent Authority**” – the Romanian Energy Regulatory Authority (RERA);

”**Contracted Quantity”** – a volume of natural gas sold by the Seller to the Buyer, in accordance with the provisions of the Contract during the Delivery Period;

”**Due Date”** – the date and / or dates on which payment amounts debit the Seller's account with the equivalent value of invoices issued according to the provisions of the Contract. If that date corresponds to a Non-working Day, then the next working day is considered;

”**Natural gas”** – free gas in the fields of methane gas, gas dissolved in oil, the gas in the gas field associated with oil deposits and the gas resulting from the extraction or separation of liquid hydrocarbons;

**”Transmission System Operator (TSO)” –** the natural or legal person who carries out the transmission of natural gas and is responsible for operating, maintaining and, where necessary, developing the transmission system in a given area and, where appropriate, its interconnections with other systems, as well as ensuring the long-term capacity of the system in order to meet the demand for natural gas transmission;

**“Delivery Period”** – the period defined by the parties for each individual transaction;

**”Contract Price”** – the price of natural gas/MWh, resulting from the transaction, to be paid by the Buyer to the Seller for the Natural Gas contracted under the Contract;

”**National Transmission System”** (NTS) – the natural gas transmission system located on the territory of Romania and which is public property of the state;

”**Contractual Value”** – represents the value obtained by multiplying the Contracted Quantity by the Contractual Price, plus the VAT in accordance with the legal provisions;

**”Working Day”** – means any day other than Saturday or Sunday or any legal holiday in which banks are generally open for operations in Romania;

**”Non-working Day”** – means any Saturday or Sunday day or any legal holiday and on which the banks are closed for any operations in Romania;

Assumes and engages the responsibility of the company:

**SELLER** **BUYER**

(Company name) (Company name)

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Legal representative Legal representative