

CONTRACT PRICE PAYMENT DEADLINES AND METHODS

Contract price

Art. 1.

(1) The contract price (exclusive of the acquisition cost for green certificates, the contribution paid for high efficiency co-generations, the excise and the VAT) is: **Pc = (Electricity price + 112.31) Lei/ MWh.**

(2) The **Pc** contract price represents the value in Lei of **1 MWh** of electricity at the customer's property border points and it includes all tariffs, service and transport fees, system services and distribution services valid on the date this contract was signed, according to the existing legislation in place.

(3) The contract price's structure is the following:

- electricity price: (**Ma_RopexDamPeak_n***1,1) lei/MWh, but not less than 0.655 lei/ kWh (excluding taxes, tariffs/ excises and VAT)

whereas: **Ma_RopexDamPeak_n** represents the arithmetic mean of the daily prices

ROPEX_DAM_PEAK published by OPCOM related to the month of consumption n;

- transport service fee – injection component T_G: **3.82 lei/MWh;**
- transport service fee – extraction component T_L: **27.72 lei/MWh;**
- system service fee: **9.17 lei/MWh;**
- high voltage distribution fee – IT: **14.83 lei/MWh**
- medium voltage distribution fee– MT: **56.77 lei/MWh.**

(4) The following elements are not included, and they shall be charged **separately** from the Pc, being recorded separately on the invoice:

- Value of the Green Certificates: **71.9102834 lei/MWh;**
- The contribution made for high efficiency co-generation **16.8 lei/MWh;**
- Excise: **3.41 lei/MWh;**
- VAT: **19%.**

To avoid any doubts, the values stipulated in **Art. 1** are valid and applicable on the signing date of this contract and they may be modified by the supplier according to article 8 paragraph (2) of the Electricity Supply Agreement.

(5) The energy price shall be variable throughout the entire Contract validity period. If any change of circumstances occurs, as defined in the contract, the Parties shall act according to the contract provisions.

(6) The worth of the Green Certificates is an estimate. Once an ANRE order is published, setting forth the final rate of the Green Certificates for the current contractual year, this amount shall be settled via a separate invoice, based on which, the customer shall pay the difference, if the estimate is lower than the actual price or, if it is higher, the supplier shall give back to the customer, the extra money paid or, this amount shall be deducted from the following invoice.

(7) According to the ANRE regulations, once this contract enters into force, the Green Certificates shall be invoiced as follows:

- monthly: at their value revealed separately on the electricity bills, calculated as a product between the worth of the annual compulsory rate of green certificates acquisition (CV/MWh)

estimated by ANRE, the amount of electricity invoiced (MWh) and the price of the green certificates bought by the supplier on the centralised markets managed by the electricity market operator.

and

- annually: no later than the 1st of September of every year, electricity suppliers shall settle the worth of the green certificates issued for the previous year in equal instalments, taking into account the rate set forth by ANRE, the electricity provided and the weighted average price of the green certificates used by each supplier during the previous year and the invoice resulted this way shall be paid by the consumer within 7 (seven) days of its issuance. The method used to invoice these green certificates shall be updated depending on the modifications brought to ANRE's regulations.

Payment deadlines and conditions

Art.2.

(1) The customer shall fully pay, the entire worth of the invoices issued, within 7 (seven) days if their issuance, in lei, by way of bank transfer, in the supplier's bank account: RO04FNNB000101034258RO02, opened with Credit Europe Bank (Romania) - SMB. Each invoice shall be deemed duly paid on the date the supplier's bank issues a Bank Statement, revealing that the supplier's account has been credited with the respective amounts.

(2) If an invoice issued under this Contract is not paid by the customer within the above-mentioned deadline, the supplier shall be entitled to ask for late payment penalties for each calendar day of delay, starting from the first day after the expiration of the deadline, until the day the payment is effectively made (including this day).

(3) The supplier shall have the right, but not the obligation to present the customer with an invoice, for late payment penalties amounting to **0.1%** of the due amount, for each day of delay.

Art.3. The reactive power (inductive and/or capacitive) is not included in **Pc**. This shall be paid separately by the customer, based on the invoice issued by the distribution operator, for the contract month in question.

Art.4. – Upon this contract's termination, if the customer has any debts towards the supplier, these shall be settled via an invoice issued by the supplier, which shall be paid by the customer within 30 (thirty) days of its issuance. Similarly, should the supplier have any debts towards the customer, the supplier shall repay all the amounts paid in advance by the Customer, within 30 (thirty) days of the invoice issuance date.

Art.5. – If an amount invoiced by the supplier is partially contested by the customer, the customer shall provide the supplier with a substantiation note in which, it shall explain its objections and it shall pay the uncontested part of the amount by the due date. For any contested amounts, that are later determined to be owed by the customer, either amicably or by a competent Court of Law, the supplier shall have the right, but not the obligation to ask for late payment penalties, calculated according to the contract provisions.

SUPPLIER,
ANCHOR GRUP SA

CUSTOMER,
.....