

# **GENERAL AGREEMENT FOR ELECTRICITY SUPPLY AND DISTRIBUTION**

**(in accordance with Art. 98b(c) of the Energy Law. Amended and  
supplemented by the SWERC Decision OY - 004/ 06.04.2009 )**

# GENERAL TERMS AND CONDITIONS OF THE ELECTRICITY SALE CONTRACTS OF E.ON Bulgaria Sales AD

## Chapter One

### GENERAL DISPOSITIONS

**Article 1.** (1) These General Terms and Conditions regulate the sale of electricity performed by E.ON Bulgaria Sales AD, with the following domicile and registered address: 13A Oborishte street, City of Varna, entered into the Commercial Companies Register of the District Court of Varna under Lot No. 4, Volume 198, Page 13 under Company Case File No.1658/2000, Tax Number: 1030130576, BULSTAT 103533691, hereinafter referred to for brevity as “E.ON Bulgaria Sales AD”.

(2) E.ON Bulgaria Sales AD carries out its activities on the territory of the administrative regions with the following central cities: Varna, Dobrich, Shumen, Targovishte, Veliko Tarnovo, Ruse, Razgrad, Silistra and Gabrovo, for the purpose of which it has a License for Public Supply of Electricity No. JI-139-11/13 August 2004 issued by the State Energy and Water Regulatory Commission and plays the role of an end supplier for the abovementioned territory.

(3) E.ON Bulgaria Sales AD shall supply electricity, under these General Terms and Conditions, to the consumers interconnected to the electricity network of E.ON Bulgaria Grid AD.

(4) These General Terms and Conditions do not apply and do not stipulate the terms, conditions and time limits for the sale of electricity to privileged consumers at freely negotiated prices.

**Article 2.** (1) E.ON Bulgaria Sales AD carries out its activities in the best interests of society and of the individual consumers and in accordance with the requirements of the currently effective legislation, while respecting the interests of the consumers.

(2) The public supply of electricity is an universally offered service in the sense of the Energy Act and is provided in strict adherence to the principles of public access, non-discrimination and transparency.

## Chapter Two

### DEFINITIONS AND CONCEPTS

**Article 3.** For the purpose of these General Terms and Conditions:

1. **“General Terms and Conditions”** is the text and content of these general terms and conditions which are applied to the users of the electricity distribution network owned by E.ON Bulgaria Grid AD.

2. **“Term of the Contract”** is the term of these General Terms and Conditions.

3. **“Competent authority”** shall mean any central government or local self-government authority in the Republic of Bulgaria, agency, council, court, regulatory body or commission, arbitration court or any arbiter which/who has the authority to bind a given person in adherence to the law or any person acting within the law and having the authority to issue binding recommendations, decisions, permits or instructions to the parties to this contract.

**Article 4.** (1) A household electricity consumer is a natural person who is an owner or user of a property interconnected to the electricity distribution network of E.ON Bulgaria Grid AD, who uses electricity for his/her household, is supplied with and purchases the electricity from E.ON Bulgaria Sales AD.

(2) A business electricity consumer is a natural or legal person, who/which is interconnected to the electricity distribution network of E.ON Bulgaria Grid AD and who/which purchases electricity for business needs, including persons funded by the state or municipal budget.

(3) A business electricity consumer is also the assigning party or the owner of the building in the cases of temporary supply of electricity needed for construction, repairs or reconstruction.

**Article 5.** (1) If the same property is used both for business and household needs and the consumed

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

electricity is measured by a single commercial metering device, the entire electricity amount shall be invoiced at the prices applied for household needs.

(2) In the cases when a property supplied with electricity for business needs is used or made available to other persons for household needs or vice versa, as well as in the cases of a change in the intended use of the property and in the cases referred to in Paragraph 1, the consumer shall be obligated to notify E.ON Bulgaria Sales AD of that fact within 30 (thirty) days of the start of using or making available the property for the alternative use.

**Article 6.** (1) In the cases when the consumer rights are owned by several persons, they shall be exercised by all of them jointly or by an authorized representative.

(2) A person other than the owner or titleholder of the real right to use the property can also be a household electricity consumer, provided the owner or titleholder of the real right to use the property has given his/her notary-attested consent to E.ON Bulgaria Sales AD for the said person to be a consumer for a certain time period. In such a case, the owner or titleholder of the real right shall have joint and several liability, together with the person for whom the consent was granted, for the bills payable to E.ON Bulgaria Sales AD.

(3) A person other than the owner or titleholder of the real right to use the property can also be a business electricity consumer, provided the owner or titleholder of the real right to use the property has given his/her notary-attested consent to E.ON Bulgaria Sales AD for the said person to be a consumer for a certain time period.

(4) The person who is a consumer in the sense of Paragraphs 2 and 3 shall be the counterparty in the relations with E.ON Bulgaria Sales AD and all the invoices shall be issued in his/her name.

### **Chapter Three**

#### **SUBJECT OF THE GENERAL TERMS AND CONDITIONS**

**Article 7.** These General Terms and Conditions stipulate:

1. the rights and obligations of E.ON Bulgaria Sales AD and of the consumers;
2. the terms and conditions as to the good quality of the commercial supply services;
3. the information which shall be provided to the consumers by E.ON Bulgaria Sales AD;
4. the term of the contract;
5. the terms and procedure for termination or interruption of the electricity supply;
6. the procedure for invoicing and payment for the electricity;
7. the liabilities of the parties in the cases of non-compliance with their obligations.

#### **SUBJECT OF THE SALE**

**Article 8.** In accordance with the license granted to it, E.ON Bulgaria Sales AD shall sell electricity to the consumers interconnected to the distribution network of E.ON Bulgaria Grid AD by supplying the necessary electricity amounts.

#### **PRICES**

**Article 9.** E.ON Bulgaria Sales AD shall sell to the consumers electricity at prices that shall not exceed the prices endorsed by the State Energy and Water Regulatory Commission and shall provide additional services at prices determined in compliance with the currently effective legislation.

#### **POINT OF SALE**

**Article 10.** The sale of electricity shall take place at the ownership boundary between the users' electrical facilities and the distribution network.

#### **START OF THE SALE OF ELECTRICITY**

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

**Article 11.** The sale of electricity by E.ON Bulgaria Sales AD must start within 7 (seven) days after the submission of a written application and all the necessary accompanying documents by the consumer and after all the conditions for interconnection have been met. The start of the sales shall be the point in time when E.ON Bulgaria Grid AD, at the request of E.ON Bulgaria Sales AD, energizes the electrical facilities up to the ownership boundary of the consumer.

**Article 12.** (1) Prior to the start of the sale of electricity, each consumer must submit to E.ON Bulgaria Sales AD identification information as follows:

1. household electricity consumers – full name, citizen identification number, permanent address, phone number for contacts, administrative address of the site to be supplied with electricity, e-mail;
2. business electricity consumers – number, volume, lot and company case file number from the court registration, BULSTAT number, VAT number, domicile and registered address, the full name of the authorized representative, phone number for contacts, bank account number, administrative address of the site to be supplied with electricity, e-mail.

(2) If the application for sale of electricity is submitted by a non-personified company /civil company under the Obligations and Contracts Act/, it must be signed by all the partners or by a person authorized by them by means of a notary-certified power of attorney. When submitting the application, the relevant information about the stakeholders in the company shall be submitted as well.

(3) Each consumer must submit evidence attesting to the circumstances referred to in Paragraph 1 by submitting the necessary documents.

(4) The personal data thus submitted by the consumers shall be used and safeguarded according to the currently effective legislation.

#### **REFUSAL TO START SELLING ELECTRICITY**

**Article 13.** E.ON Bulgaria Sales AD shall refuse to start selling electricity in the following cases:

1 when an application for sale of electricity is submitted but there exists a currently effective contract for transmission and sale of electricity with another user for the same property, the new contract shall be concluded only after the termination of the old contract, with the exception of the cases when the person has ceased to be an actual user of the property;

2 when the person submitting the application for sale of electricity has outstanding liabilities (i.e. debt) to E.ON Bulgaria Sales AD;

3 when the consumer has not complied with the requirements provided for in these General Terms and Conditions and/or when the user has not submitted the documents requested by E.ON Bulgaria Sales AD;

4 in the cases provided for by the statutory instruments.

### **Chapter Four**

#### **RIGHTS AND OBLIGATIONS OF E.ON Bulgaria Sales AD AND OF THE CONSUMERS**

##### **Section One**

##### **RIGHTS AND OBLIGATIONS OF E.ON Bulgaria Sales AD**

##### **RIGHTS OF E.ON Bulgaria Sales AD**

**Article 14.** E.ON Bulgaria Sales AD shall have the right:

1 to terminate unilaterally its relations with the current consumer, if the latter is no longer actual user of the property

2 to request from E.ON Bulgaria Grid AD to suspend or limit the electricity supply in case a household consumer fails within 10 (ten) days or a business consumer fails within 3 (three) days to fulfill any of its obligations stemming from these General Terms and Conditions or from the

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

supplementary agreements concluded between the parties, including in case of delay in the payment of the amounts due for electricity consumed.

3. to collect from debtors in default its receivables for supplied electricity according to the procedure of Article 237, Letter “k” of the Civil Procedures Code, on the basis of the statements of accounts;

**OBLIGATIONS OF E.ON Bulgaria Sales AD**

**Article 15.** E.ON Bulgaria Sales AD shall be obligated:

1. to supply electricity under non-discriminatory terms to all consumers whose property is located within the territory serviced by E.ON Bulgaria Sales AD

2. to start selling electricity within 7 (seven) days after the submission of an application by the consumer and after the requirements stipulated in these General Terms and Conditions have been met.

3. to safeguard the confidentiality of the consumers’ personal information and to ensure the storage of the personal data in accordance with the requirements of the Bulgarian legislation;

4. to announce a payment time schedule on its web page, in the invoice issued and in the Customer Service Centers

5. to store the information on the electricity consumed by each consumer for the time period stipulated in the currently effective legislation;

6. to announce the prices for electricity within 3 (three) business days after each change therein in one national daily newspaper and one local daily newspaper, on E.ON Bulgaria EAD’s web page and in a prominent place in the Customer Service Centers;

7. to provide a 24-hour phone number for notification of breakdowns and complaints, to announce this phone number in the mass media and to keep records with the date and time of the incoming calls;

8. to provide written replies to written requests, complaints and notifications filed by the consumers, where the reply must be provided within 30 (thirty) days of the date of receipt thereof;

**Section Two**

**RIGHTS AND OBLIGATIONS OF THE CONSUMERS**

**RIGHTS OF THE CONSUMER**

**Article 16.** The consumer shall have the right:

1. to be informed, according to the procedure of these General Terms and Conditions, of the electricity amount consumed and the monetary amount due for it, as well as of the payment deadline;

2. to be notified on a timely basis of the interruptions in the sale of electricity by E.ON Bulgaria Sales AD in the cases and according to the procedure stipulated in these General Terms and Conditions;

3. to be provided, for appropriate remuneration, with written data summaries on the electricity consumed by him/her/it going back up to 36 (thirty six) months prior to the date of the request;

**OBLIGATIONS OF THE CONSUMER**

**Article 17.** The consumer shall be obligated:

1. to submit an application for sale of electricity according to a template and together with the documents required by E.ON Bulgaria Sales AD;

2. to pay for the electricity consumed in the property, within the deadlines and in the manner stipulated in these General Terms and Conditions;

3. to notify in writing E.ON Bulgaria Sales AD, within 30 (thirty) days, of any change in the data referred to in Article 12 (1) of these General Terms and Conditions, as well as of any changes in the ownership of the property to which E.ON Bulgaria Sales AD delivers electricity;

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

4. in the cases when a property supplied with electricity for business needs is used or made available to other persons for household needs, the consumer shall be obligated to notify E.ON Bulgaria Sales AD within 30 days of starting or making available the property for the new alternative use.

## **Chapter Five**

### **INFORMATION WHICH SHALL BE PROVIDED BY THE CONSUMERS TO E.ON Bulgaria Sales AD**

**Article 18.** According to the procedure stipulated in these General Terms and Conditions, E.ON Bulgaria Sales AD shall provide the consumers with the following information:

1. location of the Customer Service Centers and the Pay Desks for payment of the electricity bills;
2. the methods and deadlines for payment for the electricity consumed;
3. the electricity consumption for the last 36 (thirty six) months – electricity amounts and invoiced monetary amounts;
4. the services provided by E.ON Bulgaria Sales AD;
5. 24-hour phone numbers for information and notification of breakdowns;
6. The invoices issued by E.ON Bulgaria Sales AD shall contain specific information about the electricity consumed, the VAT due and a breakdown of the price into components, if such components have been approved. a template of an invoice shall be posted on E.ON Bulgaria EAD's web page, in the Customer Service Centers and at the Pay Desks for payment of electricity bills; The receipt for sums paid in cash comprises information about the client, the sum paid, next period for payment and the date as of which the disconnection if non payment.

**Article 18 a (1)** The sums due by the customers are noticed by the Supplier via the invoice, sent to the customer on the address of correspondence stated by the customer. In case of explicit wish stated by the customer EBG sends invoice in electronic format to the electronic address declared by the customer.

(2) The invoice of the customer compulsory comprises the client number of the customer, the quality of electricity for the reporting period, the continuation of the period, price for supply, distribution price, due sums for metered electricity and sums due for distribution of this energy via distribution grid, excise, VAT due, the period of next meter reading as well as the term for payment. In case the customer is paying equal monthly installments, the invoice comprises the amount of the due equal installments for the next reporting period, as well as the terms for payment.

(3) Specimen of the invoice is published on the internet web page of EBG and the Client Service Centers and in the pay desks for electricity payment.

## **Chapter Six**

### **TERM OF THE CONTRACT**

**Article 19.** The sale of electricity is not limited by any time limit, as long as E.ON Bulgaria Sales AD's License for Public Supply is still valid, the only exception being the cases when a specific time limit is included by the consumer in the application for sale of electricity.

## **Chapter Seven**

### **TERMS AND PROCEDURE FOR TERMINATION OR INTERRUPTION OF THE ELECTRICITY SUPPLY**

TERMS FOR INTERRUPTION OF THE ELECTRICITY SUPPLY BY E.ON Bulgaria Sales AD IN THE CASES OF NON-COMPLIANCE WITH OBLIGATIONS BY THE CONSUMER

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

**Article 20.** (1) E.ON Bulgaria Sales AD shall have the right to request from E.ON Bulgaria Grid AD to suspend or limit the electricity supply, if a household consumer fails for 10 (ten) days or a business consumer fails for 3 (three) days to comply with any of his/her/its obligations stemming from these General Terms and Conditions or from the supplementary agreements concluded between the parties, including in the cases of delay of payment of the bills due.

(2) In the cases referred to in the previous paragraph, E.ON Bulgaria Sales AD must send to the consumer a written prior notification containing a warning that, if compliance is not ensured or the violation is not rectified within the deadline stipulated in these General Terms and Conditions, a suspension or limitation of the electricity supply will follow. If the consumer's non-compliance persists beyond the stipulated deadline, E.ON Bulgaria Sales AD shall have the right to request from E.ON Bulgaria Grid AD to suspend or limit the supply of electricity.

(3) E.ON Bulgaria Sales AD shall not have the right to request from E.ON Bulgaria Grid AD to suspend the electricity supply, on the grounds provided for in this article, on a day-off-work (typically Saturday or Sunday) or on an official public holiday, as well as on the day that precedes it.

(4) In case the consumer succeeds in negotiating with E.ON Bulgaria Sales AD a rescheduling of the payment and pays the agreed upon portion of the amount due, when signing the rescheduling document, E.ON Bulgaria Sales AD shall not have the right to suspend the electricity supply. In the cases of non-compliance with the rescheduled payment schedule, E.ON Bulgaria Sales AD shall have the right to suspend the electricity supply to the consumer. The agreement for rescheduling a payment does not relieve the consumer of the obligation to pay his/her/its new month-to-month (or: quarter-to quarter) bills.

(5) If the grounds for suspension of the electricity supply are challenged in court by the consumer, E.ON Bulgaria Sales AD shall not have the right to request suspension of the electricity supply that concerns the dispute. Pending the resolution of the dispute, the consumer shall be obligated to pay his/her/its electricity bills.

(6) If a written objection against an electricity bill is submitted, E.ON Bulgaria Sales AD shall be obligated to investigate the objection. During the investigation E.ON Bulgaria Sales AD shall not have the right to suspend the supply of electricity to the consumer.

#### TERMS AND PROCEDURE FOR RESTORING A SUSPENDED ELECTRICITY SUPPLY

**Article 21.** (1) E.ON Bulgaria Sales AD shall require from E.ON Bulgaria Grid AD to restore the electricity supply after the grounds for its suspension are no longer valid. When the consumer is to blame for the suspension, the electricity supply shall be restored after the consumer pays to E.ON Bulgaria Sales AD and E.ON Bulgaria Grid AD all the expenses incurred for suspension and restoration of the electricity supply.

(2) If, according to these General Terms and Conditions, it is required from the consumer to provide collateral/security to guarantee future payments and no such collateral/security is provided within the prescribed deadline, E.ON Bulgaria Sales AD shall have the right to refuse to restore the electricity supply pending the provision of the collateral/security due.

(3) E.ON Bulgaria Sales AD shall assign to E.ON Bulgaria Grid AD the task of restoring the suspended electricity supply after all the conditions for the said restoration have been met.

#### TERMS AND CONDITIONS FOR TERMINATION OF THE ELECTRICITY SUPPLY

**Article 22.** E.ON Bulgaria Sales AD shall terminate the sale of electricity to a particular consumer:

1. when the consumer no longer meets the requirements for being a consumer, including upon expiration of the time limit for which the owner or the titleholder of the real right to use the property has given his/her consent;
2. in the presence of indisputable proof that there are compelling reasons because of which

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

the sale of electricity to the consumer has become impossible and it cannot be terminated with the consumer's consent;

3. upon a request by the consumer submitted in writing at least 15 (fifteen) days in advance, where the said request cannot be submitted earlier than 15 (fifteen) days after the date of submission of the application for starting the sale of electricity;

4. on the orders of other authorities in accordance with their area of competence.

#### PROCEDURE FOR TERMINATION OF THE ELECTRICITY SUPPLY

**Article 23.** (1) In the case of termination of the relations associated with the sale of electricity, E.ON Bulgaria Sales AD shall request from E.ON Bulgaria Grid AD to take the readings as to the electricity amount consumed so far and to suspend the electricity supply to the property. The termination of the sales relations shall take place after all the amounts due are paid.

(2) If the consumer has the intention of terminating its sales relations but has not notified E.ON Bulgaria Sales AD according to the procedure stipulated in these General Terms and Conditions, the consumer shall continue carrying out his/her/its duties of a consumer until the requirements of Paragraph 1 are met.

#### **Chapter Eight** **CORRECTIONS OF BILLS**

##### CORRECTION OF BILLS IN THE CASES OF NON-METERING OR INCORRECT/INACCURATE METERING OF THE ELECTRICITY

**Article 24.** (1) On the basis of the written statements of ascertainment and data summaries on the electricity consumed as submitted by E.ON Bulgaria Grid AD, E.ON Bulgaria Sales AD shall calculate and correct the bills for the electricity consumed by the consumer over a given past period.

(2) In the cases referred to in Paragraph 1, E.ON Bulgaria Sales AD shall prepare a data summary of the monetary amounts due and shall notify within 7 (seven) days the consumer of the monetary amounts that the consumer owes or that will be refunded to the consumer with the next payment.

##### CORRECTION OF ERRORS IN THE TAKING OF THE READINGS

**Article 25.** In case E.ON Bulgaria Grid AD notifies, by a written statement of ascertainment, E.ON Bulgaria Sales AD of an incorrect invoicing as a consequence of errors in the taking of the readings as to the consumed electricity amounts, E.ON Bulgaria Sales AD shall make a correction in the bill and shall send, within 7 days, a data summary to the consumer as to the monetary amounts owed and the payment deadlines.

#### **Chapter Nine** **PROCEDURE AND METHOD OF PAYMENT FOR THE ELECTRICITY**

##### DEADLINE FOR PAYMENT FOR ELECTRICITY FOR HOUSEHOLD NEEDS

**Article 26.** (1) The consumer shall pay to the seller the amount due for the consumed electricity and the amount due for the transmission of this electricity via the distribution network, once a month, according to the price for supply and price for distribution as endorsed by the SEWRC.

(2) The payment time schedule shall be announced pursuant to Article 15 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

(3) Parallel to the announcement referred to in the previous paragraph, the seller shall inform the consumer of the monetary amount dues from the consumer by sending a notice to the consumer at the address of the property;

(4) The notice sent to the consumer shall obligatorily contain the consumer's subscriber number, the electricity amount consumed over the reporting period, the length of the reporting period, the price for the supply, the price for the distribution, the amount due for the metered electricity amount and the amount due for the transmission of this electricity via the distribution network, the excise duty, the value added tax (VAT) due, as well as the next reporting period;

(5) The consumer shall have the right to information from E.ON Bulgaria Sales AD as to consumer's outstanding liability and the payment deadline.

(6) The lodging of an objection against a given electricity bill does not relieve the consumer of his/her/its obligation to pay the amount due on time.

**Article 26a.** The seller shall issue invoices for the payments made by the consumer, where the contents of the said invoices shall conform to the attributes enumerated in Paragraph 4 of the previous article.

#### DEADLINE FOR PAYMENT FOR ELECTRICITY FOR BUSINESS NEEDS

**Article 27.** (1) If the monthly consumption is under BGN 360, the consumer shall pay for the consumed electricity amounts once a month, within the deadline specified in the invoice.

(2) If the monthly consumption exceeds BGN 360, the business electricity consumers shall pay for the consumed electricity amounts as follows:

1. first interim payment – by the 13th (thirteenth) of the current month in an amount equal to 50% (fifty percent) of the cost of the electricity amount consumed over the previous reporting period.

2. second interim payment – by the 21st (twenty first) of the current month in an amount equal to 25% (twenty five percent) of the cost of the electricity amount consumed over the previous reporting period;

3. final payment – by the 8th (eight) of the month following the reporting period, on the basis of the amounts of active and reactive electric power as found by taking the readings according to the time schedule.

(3) If it is found, when preparing the invoice for the final payment, that the consumer paid more than enough when making the interim payments, the surplus shall be refunded to the consumer either through deducting it from the next bill or through a direct refund.

(4) The business electricity consumer shall be deemed to have been duly informed that he/she/it owes payment for the consumed electricity within the abovementioned deadlines, regardless of whether he/she/it has received a prior written notice of the amount due. In this case, the consumer must obtain the information about the amount due from E.ON Bulgaria Sales AD.

#### DEADLINE FOR PAYMENT FOR THE ELECTRICITY CALCULATED PURSUANT TO ARTICLE 24 AND ARTICLE 25 OF THESE GENERAL TERMS AND CONDITIONS

**Article 28.** The consumer must pay for the electricity calculated pursuant to Article 24 and Article 25 within 10 (ten) days of receiving the data summary of the correction made.

#### METHOD OF PAYMENT FOR THE ELECTRICITY

**Article 29.** (1) The consumer shall pay for the consumed electricity amounts in the official Bulgarian currency, by any of the methods provided for by the Bulgarian legislation.

(2) The payment must be received by E.ON Bulgaria Sales AD prior to expiration of the deadline. If the last day of the deadline is a day-off-work, the payment must be made by the end of the first business day following the said day-off-work.

(3) In the cases of payment by bank transfer, the amount due shall be deemed to have been paid on the date on which E.ON Bulgaria Sales AD's bank account is credited with the amount.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

**Article 29 a (1)** In case the meter reading of the electricity consumed is done in interval longer than one month for household customers, as well as for customers for business purposes with consumption of more than 30 000 kWh per year, the customer pays by installments the consumed within the frame of the reporting period quantity of the electricity.

(2) for customers for which the period of metering of used electricity is longer than one month, the supplier calculates the amount of the due sums as follows:

1. equal monthly installments, due by customers for the months for which there is no metering of the metering device and

2. debt, specified after the reading of the metering device /meter reader/

(3) the amount of the equal monthly installments is defined as a sum of calculated quantities of energy for the valid tariff zones of the customer multiplied with the effective price for the respective tariff zone.

(4) the quantities of electricity for each tariff zone are calculated via the used quantities of electricity for the period preceding the measurement and the same and the previous periods for report of the previous year under the following formula:

$$E = \frac{1}{n} * \frac{E_1 * E_3}{E_2}$$

where :

1.  $E$  – the quantity of electricity for the respective tariff zone

2.  $E1$  – used quantity electricity through the period previous to the period for meter reading in kWh ;

3.  $E2$  – used quantity electricity through the period previous to the use for the previous year in kWh;

4.  $E3$  – used quantity of electricity through the same period of use for the previous year in kWh;

5.  $n$  - number of months in the metering period .

(5) if the customer declares that its consumption is significantly deviating from the defined based on the preceding reporting period, EBGs may agree with the customer to correct the sum to be paid every month

(6) After metering of the Meter reading device EBGs performs settlement between the amount of the consumed electricity quantity and the invoiced in installments. The amount of the settlement debt is equal to the difference between the value of the really consumed electricity quantity and the total value of the invoiced equal monthly installments

(7) When the total amount of the calculated equal monthly installments is higher than the value of the really consumed electricity quantity, the supplier uses the overpaid sum for covering of future debts or reimburses it in 5 (five) days term if the customer declares that in writing. When the total amount of the calculated equal monthly installments is lower than the value of the really consumed electricity quantity, the consumer pays the amount of the settlement installment. Till the date set for reimbursement by the supplier of the sum overpaid or for payment of the settlement amount by the customer the parties do not owe interests to each other.

(8) In case of registering of a new customer, the due amount by it for the monthly installments till the first reading is calculated based the previous information for the object or as per a catalogue for the types of objects and the necessary quantity of electricity.

**Article 30.** In the cases referred to in Article 24 and Article 25 of these General Terms and Conditions, when the amount paid exceeds the amount due, E.ON Bulgaria Sales AD shall refund to the consumer the surplus paid, plus indemnification for the delay in the amount of the legitimate interest for each day from the date of payment to the date of refund of the surplus.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

**SPECIAL TERMS AND CONDITIONS FOR BUSINESS ELECTRICITY CONSUMERS**

**Article 31.** (1) In case, within a time span of 12 (twelve) consecutive months, the consumer is late by more than 10 (ten) days in paying his/her/its monthly electricity bills on 3 (three) occasions and E.ON Bulgaria Sales AD terminates the electricity supply according to the procedure stipulated in these General Terms and Conditions, the electricity supply shall be restored after the amounts due plus the indemnifications for the delay and the expenses incurred for suspension and restoration of the supply are duly paid. The consumer shall guarantee the future payments for the consumed electricity in one of the following manners:

1. by providing a bank guarantee in an amount equal to one-month's electricity consumption determined as an average of the monthly electricity consumptions over the last 12 (twelve) months;

2. by making an advance payment in an amount equal to one-month's electricity consumption determined as an average of the monthly electricity consumptions over the last 12 (twelve) months; The advance payment must be made by the 5th (fifth) of the current month. If the advance payment is made later than that, indemnification in the amount of the legitimate interest shall be owed for the delay.

3. After taking the reading of the commercial metering devices, E.ON Bulgaria Sales AD shall perform reconciliation between the electricity actually consumed and the electricity paid for in advance. If the consumer has paid less than the amount actually due, he/she/it shall pay the difference within the payment deadline. If the consumer has paid more than the amount actually due, E.ON Bulgaria Sales AD shall refund the surplus to the consumer within the payment deadline. In both of the above cases, interest shall be owed on the difference for any delay after the expiration of the payment deadline.

(2) In the cases of non-compliance with the obligations referred to in the previous paragraph, E.ON Bulgaria Sales AD shall have the right to temporarily suspend the electricity supply according to the procedure stipulated in these General Terms and Conditions.

(3) In the cases of delay of payment of the amounts due on the part of the consumer, E.ON Bulgaria Sales AD shall have the right to avail itself of the provided bank guarantee in order to collect its receivables according to the procedure provided for by the law.

(4) In the cases of termination of the electricity supply according to the procedure of these General Terms and Conditions and in case the consumer has no outstanding liabilities to E.ON Bulgaria Sales AD, E.ON Bulgaria Sales AD must release the bank guarantee within 3 (three) days after the termination.

(5) If a business electricity consumer pays on time the amounts due for electricity for a time period of 12 (twelve) consecutive months, he/she/it shall be relieved and exempted from the obligation to provide a bank guarantee or to make an advance payment.

## **Chapter Ten**

### **LIABILITY OF THE PARTIES IN THE CASE OF DEFAULT ON THEIR OBLIGATIONS**

#### **LIABILITY OF E.ON Bulgaria Sales AD**

**Article 32.** E.ON Bulgaria Sales AD shall be liable for damages inflicted on the consumers in the following cases:

1. if it refuses to start selling electricity in violation of the currently effective legislation and/or these General Terms and Conditions;

2. in the case of interruption of the electricity supply in violation of the law;

#### **LIABILITIES OF E.ON Bulgaria Sales AD IN THE CASES OF NON-COMPLIANCE WITH THE DEADLINES THROUGH E.ON Bulgaria Sales AD's FAULT**

**Article 33.** (1) In the cases of proven non-compliance with a deadline stipulated in these General Terms and Conditions through the fault of E.ON Bulgaria Sales AD, E.ON Bulgaria Sales AD shall pay to the consumer an indemnification in the amount of BGN 10 (ten) for every 24 (twenty four) hours of delay.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

(2) The consumer can claim the indemnification within 90 (ninety) days after the expiration of the deadline that E.ON Bulgaria Sales AD failed to comply with.

LIABILITY OF E.ON Bulgaria Sales AD IN THE CASES OF LONG-LASTING UNREGULATED

SUSPENSION OF THE ELECTRICITY SUPPLY THROUGH E.ON Bulgaria Sales AD's FAULT

**Article 34.** (1) If the consumers are deprived of electricity, through E.ON Bulgaria Sales AD's fault, for a period of more than 24 (twenty four) hours from the receipt by E.ON Bulgaria Sales AD of a notification from the consumer, E.ON Bulgaria Sales AD shall pay to the consumer an indemnification in the amount of BGN 30 (thirty) as a lump sum plus an amount estimated at the rate of BGN 20 (twenty) per each subsequent 12-hour period of lack of electricity.

(2) The consumer can claim the indemnification within 90 (ninety) days of the receipt by E.ON Bulgaria Sales AD of a notification of the supply interruption.

ABSENCE OF LIABILITY FOR E.ON Bulgaria Sales AD

**Article 35.** (1) E.ON Bulgaria Sales AD shall not be liable in the cases of non-compliance with its obligations for supply of electricity for up to 24 (twenty four) hours, provided E.ON Bulgaria Grid AD has notified in advance the consumers of the exact time and duration of the interruption or limitation, in the cases of actions which are possible to be planned by E.ON Bulgaria Grid AD.

(2) E.ON Bulgaria Sales AD shall not be liable in the cases of non-compliance with its obligations for more than 48 (forty eight) hours in the cases of institution of a regime of rationing of the supply of electricity by a competent authority in accordance with the currently effective legislation.

(3) E.ON Bulgaria Sales AD shall not owe any indemnification for damages inflicted as a result of a rationing regime, temporary suspension or limitation of the electricity supply in the cases stipulated in these General Terms and Conditions, with the exception of the cases resulting from guilty conduct on the part of E.ON Bulgaria Sales AD.

**Article 36.** E.ON Bulgaria Sales AD shall not be liable for non-compliance with its obligations, when the consumers fail to fulfill requirements that have to do with ensuring the normal functioning of the electricity-consuming devices or fail to comply with the conditions for transmission of electricity by E.ON Bulgaria Grid AD.

LIABILITY OF THE CONSUMER

**Article 37.** The consumer shall be liable for damages inflicted on E.ON Bulgaria Sales AD in the following cases:

1. when the consumer fails to comply with other obligations stemming from these General Terms and Conditions and from the law.

LIABILITY OF THE CONSUMER FOR FAILURES TO PAY AMOUNTS DUE

**Article 38.** A consumer, who/which fails to comply with his/her/its obligation to pay on time amounts due to E.ON Bulgaria Sales AD, shall owe a indemnification in the amount of the legitimate interest for each day of delay.

LIABILITY OF THE CONSUMER FOR OBSTRUCTING E.ON Bulgaria Sales AD

**Article 39.** (1) a consumer, who deliberately obstructs a representative of E.ON Bulgaria Sales AD in performing his/her duties, shall owe to E.ON Bulgaria Sales AD an indemnification in the amount of BGN 100 (one hundred) for each instance of obstruction. The act of obstruction must be documented by means of a written statement of ascertainment drawn up according to the procedure stipulated in these General Terms and Conditions.

(2) E.ON Bulgaria Sales AD can claim the indemnification within 10 (ten) days of the date of establishing the act of obstruction.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

(3) The payment of this indemnification shall not relieve the consumer of liability for material damages inflicted on E.ON Bulgaria Sales AD.

**PROCEDURE FOR SETTLEMENT OF LIABILITY**

**Article 40.** (1) The party that sustained damages shall be obligated, within 3 (three) business days, to notify in writing the other party in the cases when it sustained damages as a result of an action or a failure to act by the other party, with the exception of the cases of consumer's liability for unpaid bills.

(2) The opposite party shall send, within 24 hours, a representative who must draw up a written statement of ascertainment of the inflicted damages.

(3) E.ON Bulgaria Sales AD and the consumer shall examine the circumstances described in the written statement of ascertainment and shall settle their accounts of their own free will. If they fail to reach consensus, the dispute shall be referred for resolution by the court.

**RECOGNITION, PROCEDURE AND CONDUCT IN THE CASES OF FORCE MAJEURE EVENTS**

**Article 41.** (1) A force majeure event is an unforeseen or unavoidable event of extraordinary nature.

(2) When it is not able to fulfill its obligation because of a force majeure event, because of which there is a limitation or interruption of the supply of electricity for a time period of less than 48 (forty eight) hours, E.ON Bulgaria Sales AD shall notify in a timely manner the consumers (through the mass media) of the nature of the force majeure event and of the possible consequences for the fulfillment of obligations by E.ON Bulgaria Sales AD.

(3) In case the force majeure event results in limitation or interruption of the supply of electricity for a time period of more than 48 (forty eight) hours, the currently effective legislation for institution of a regime of rationing of the electricity supply shall be applied by the competent authorities.

(4) For the duration of the force majeure event, the duties of E.ON Bulgaria Sales AD for supply of electricity shall be suspended and the reciprocal duties of the consumers associated with the supply of electricity shall also be suspended.

**Chapter eleven**

**SUPPLEMENTARY TERMS AND CONDITIONS**

**NOTIFICATIONS AND DOCUMENTS ASSOCIATED WITH THE SALE OF ELECTRICITY**

**Article 42.** (1) When there are consumers of the electricity (within the meaning of these General Terms and Conditions) in the same property, the notifications and documents associated with the sale can be delivered to one of these persons, whereby the other remaining consumers shall be considered to have been notified as well.

(2) Any documents, including notices, notifications, etc. associated with these General Terms and Conditions, shall be exchanged by regular mail addressed to the address of E.ON Bulgaria Sales AD as specified in the General Terms and Conditions and to the administrative address of the site, supplied with electricity, as specified in the consumer's application for starting the sale of electricity, with the exception of the notices, notifications, prior notifications and other documents that must be made through the mass media according to the requirements of these General Terms and Conditions.

(3) In the case of a change in the mailing address, the consumer shall be obligated to notify E.ON Bulgaria Sales AD of its new address within 7 days of the change. If the user fails to comply with this obligation, all the notifications sent to the consumer's address previously given to E.ON Bulgaria Sales AD shall be deemed to have been duly served on the consumer.

**PROOF OF IDENTITY TO BE PRODUCED BY THE REPRESENTATIVES OF E.ON Bulgaria Sales AD**

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

**Article 43.** The representatives of E.ON Bulgaria Sales AD who perform activities under these General Terms and Conditions must produce proof of their identity, on every occasion, in the form of a personal official badge with a photograph and the insignia of E.ON Bulgaria Sales AD on it.

#### PRICES FOR ADDITIONAL SERVICES

**Article 44.** The prices for the additional services provided by E.ON Bulgaria Sales AD shall be determined by E.ON Bulgaria Sales AD and shall be posted on the web page and in the Customer Service Centers at least 14 (fourteen) days prior to their entry into effect.

#### DISPUTE RESOLUTION

**Article 45.** (1) The disputes between E.ON Bulgaria Sales AD and the consumers shall be resolved by means of negotiations.

(2) Each consumer shall have the right to file a complaint against actions of E.ON Bulgaria Sales AD and this complaint must be examined and replied to within 30 (thirty) days of the date of its receipt.

(3) If the dispute is not settled according to the above procedure, the case can be referred for resolution by the competent court.

#### EFFECT OF THE GENERAL TERMS AND CONDITIONS

**Article 46.** (1) E.ON Bulgaria Sales AD shall publish the General Terms and Conditions approved by the State Energy and Water Regulatory Commission at least in one national daily newspaper and one local daily newspaper, on the web page of E.ON Bulgaria Sales AD and in the Customer Service Centers. They shall enter into effect 30 (thirty) days after their initial publication, without any explicit written acceptance being needed from the consumers.

(2) Within 30 (thirty) days after the General Terms and Conditions enter into effect, the consumers who disagree with them shall have the right to submit to E.ON Bulgaria Sales AD a written request, proposing therein any special terms and conditions. The special terms and conditions proposed by the consumers, accepted by E.ON Bulgaria Sales AD and different from the published General Terms and Conditions shall be spelled out in supplementary written agreements between the parties. It is prohibited, however, to stipulate in supplementary agreements terms and conditions which contradict the statutory requirements, as well as terms and conditions that imply discriminatory treatment of particular consumers.

(3) E.ON Bulgaria Sales AD shall be obligated to provide a copy of the General Terms and Conditions to every new consumer and to the other consumers - upon request.

**Article 47.** Every consumer, who consumes electricity at the time of entry into effect of these General Terms and Conditions, must submit the information and documentation provided for by these General Terms and Conditions, upon receiving a request from E.ON Bulgaria Sales AD.

**Article 48 (1)** The provisions of Article 18 (a) and Article 29 (a) are entering into force as of 01.01.2008 under the condition that the meter reading of the electricity consumed is performed on an interval longer than one month.

#### AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

**Article 49.** (1) The amendments to these General Terms and Conditions shall be made according to the same procedure as the procedure of their entry into effect.

(2) The draft proposals for amendments of the General Terms and Condition shall be subject to a public discussion and shall be announced in an appropriate manner by E.ON Bulgaria Sales AD to the consumers at least 45 (forty five) days before being submitted for approval by the State Energy and Water Regulatory Commission.

GENERAL TERMS AND CONDITIONS OF  
THE ELECTRICITY SALE CONTRACTS  
OF E.ON Bulgaria Sales AD

(3) In the cases of changes in the legislation, the provision of these General Terms and Conditions which are in conflict with the changes in the legislation shall be superseded by the imperative provisions of the law.

(4) If one or more of the articles of these GTCs are or as consecutively become null, this will not lead to voidance of the whole GTCs. The parties will substitute the null articles with new effective clauses which are closest to the spirit and sense of the actual ones.

These General Terms and Conditions were adopted, on the grounds of Article 98a of the Energy Act, by the Managing Board of E.ON Bulgaria Sales AD, by virtue of Protocol No. № 12 /28.06.200 and were approved by the State Energy and Water Regulatory Commission Decision OY- 061/ 07.11.2007 .

**GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF E.ON Bulgaria Grid AD**

**Chapter One**

**GENERAL DISPOSITIONS**

**Article 1.** (1) These General Terms and Conditions stipulate the terms and conditions under which the consumers of the end supplier, which are interconnected to the electricity distribution network of E.ON Bulgaria Grid AD, having the following domicile and registered address: 151 Saedinenie street, Town of Gorna Oryahovitsa, registered in the Commercial Companies Register of the District Court of Veliko Tarnovo under Register 1, Volume 4, Page 62 under Company Case File No.823/2000, Tax Number: 1042006447, BULSTAT: 104518621, use the electricity distribution network and the additional services provided.

(2) E.ON Bulgaria Grid AD carries out its activities on the territory of the administrative regions with the following central cities: Varna, Dobrich, Shumen, Targovishte, Veliko Tarnovo, Razgrad, Gabrovo, Silistra and Russe, for the purpose of which it has a Licence for Distribution of Electricity No. JI-138-07/13 August 2004 issued by the State Energy and Water Regulatory Commission (SEWRC).

**Article 2.** (1) E.ON Bulgaria Grid AD carries out its activities in the best interests of society and of the individual users and in accordance with the requirements of the currently effective legislation by exercising control over:

1. the reliable, safe and efficient functioning of the respective electricity distribution network;
2. the reliable and efficient functioning of the auxiliary networks.

(2) The distribution of electricity is an universally offered service in the sense of the Energy Act and is provided in strict adherence to the principles of public access, non-discrimination and transparency.

**Article 3.** (1) E.ON Bulgaria Grid AD performs the operation and maintenance of the electricity distribution network and ensures the transmission of electricity via the electricity distribution networks.

**Chapter Two**

**DEFINITIONS AND CONCEPTS**

**Article 4.** For the purpose of these General Terms and Conditions:

**1. “Ownership boundaries of the electric facilities”** are the points in the structure of the facilities intended for transmission of electricity in the interconnected site or electric power plant, to which the interconnection equipment is interconnected.

**2. “Electricity distribution network”:** a system of electricity transmission lines and highvoltage, medium-voltage and low-voltage electrical installations which is used for distribution of electricity.

**3. “Competent authority”** shall mean any central government or local self-government authority in the Republic of Bulgaria, agency, council, court, regulatory body or commission, arbitration court or any arbiter which/who has the authority to bind a given person in adherence to the law or any person acting within the law and having the authority to issue binding recommendations, decisions, permits or instructions to the parties to this contract.

**4. “Point of metering”** is the point at which the electricity supplied to or derived from the network client is metered by means of metering devices.

**5. “Electric power grid interconnection point”** is every point in the structure of the electric power grid to which facilities are connected for the interconnection of one or more sites of consumers, electricity distribution companies or electric power plants. The point of interconnection to the grid is a point in the grid which is technically suitable for interconnection at the time of preparation of the interconnection design, while taking into account the economic interests of the network clients.

**6. “General Terms and Conditions”** is the text and content of these general terms and conditions which are applied to the users of the electricity distribution network owned by E.ON Bulgaria Grid AD.

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

**7. “Network user”** is a natural or legal person supplied with electricity by the end supplier via the electricity distribution network.

**8. “Transmitted energy”** is the energy transmitted via the electricity distribution network in the sense of the Electricity Trading Rules and the Rules for the Terms and Procedure for Access to the Electricity Transmission and Electricity Distribution Networks and metered by means of the commercial metering devices.

**9. “Interconnected power”** is the maximum permissible active power corresponding to the transmission capabilities of the respective network and of the interconnection facilities at the point of interconnection of a consumer’s site.

**10. “Interconnection to the network”** is the connection of E.ON Bulgaria Grid AD’s electricity distribution network to the user’s electric facilities.

**11. “Distribution”** is the transportation of electricity via the electricity distribution networks.

**12. “Commercial metering devices”** are the technical devices for metering, which possess certain metrological characteristics and are intended to be used for metering the electricity amounts in the cases of sale of electricity, independently or connected to one or more technical devices.

**13. “Term of the Contract”** is the term of these General Terms and Conditions as specified in Article 20.

**14. “Technical capabilities”** are the overall technical and operational condition of the energy facility in accordance with the regulatory requirements for uninterrupted, secure, environmentally sound and safe operation of the facilities whereby the licensed activity is to be performed.

**Article 5.** Within the meaning of these General Terms and Conditions, E.ON Bulgaria Grid AD makes available for use the electricity distribution network subject to strict adherence to the technical requirements of the currently effective legislation.

### **Chapter Three**

#### **SUBJECT OF THE GENERAL TERMS AND CONDITIONS**

##### **SUBJECT**

**Article 6.** These General Terms and Conditions stipulate:

1. the information which is provided by the electricity distribution company;
2. the terms and conditions for termination or suspension of the electricity supply;
3. the terms and conditions for quality and reliability of the electricity supply;
4. the liability of the energy company in the cases of unregulated supply interruption or poor quality supply.

(1) For users consuming electricity for business needs and interconnected to the electricity distribution network without any interconnection contract, the capacity amount provided for use and the electricity supply provision category provided up to the ownership boundary are assumed to be the capacity amount and the electricity supply provision category.

(2) For users consuming electricity for household needs, which/who are actually interconnected to the electricity distribution network without objections by E.ON Bulgaria Grid AD and for which/whom there are no interconnection documents – application, request and/or contract for interconnection – the capacity is determined according to Article 243 of Ordinance No.3 on the structure of electric installations and electricity transmission lines.

(3) E.ON Bulgaria Grid AD shall transmit electricity with an electricity supply provision category as agreed upon at the time of interconnection and in accordance with Ordinance No.3 on the structure of electric installations and electricity transmission lines.

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

#### PRICES

**Article 8.** (1) The user shall owe to E.ON Bulgaria Grid AD a price for the transmission of the electricity supplied to the user.

(2) As for the additional services provided by E.ON Bulgaria Grid AD in connection with the use of the network, the user shall pay a price determined according to a price list and separate from the price for the electricity distribution.

#### POINT OF DELIVERY OF THE ELECTRICITY

**Article 9.** (1) E.ON Bulgaria Grid AD shall be obligated to transmit electricity up to the ownership boundary of the user's electric facilities via the electricity distribution network.

(2) The ownership boundary of the electric facilities shall be determined by the interconnection method and the type of the facilities to be interconnected, according to the requirements of the currently effective legislation, where E.ON Bulgaria Grid AD shall not be held responsible/liable for maintenance, servicing and control of the electric facilities that are located beyond the ownership boundary.

#### START OF THE DELIVERY OF ELECTRICITY

**Article 10.** (1) The user shall submit a written application for energizing the electric facilities up to the ownership boundary.

(2) The transmission of electricity by E.ON Bulgaria Grid AD must start within 7 (seven) days after all the condition for interconnection have been met and provided there is a contract concluded for the sale of electricity. The point in time in which E.ON Bulgaria Grid AD energizes the electric facilities up to the ownership boundary shall be deemed to be the starting point of the transmission.

(3) If access to the property is needed in order to start the transmission process, the user shall be obligated to provide the persons designated by E.ON Bulgaria Grid AD with an opportunity to perform the installation of the electric equipment.

**Article 11.** (1) Prior to the start of the transmission of electricity, each user must submit to E.ON Grid AD identification information as follows:

1. the household electricity users – full name, citizen identification number, permanent address, phone number for contacts, administrative address of the site to be supplied with electricity, e-mail;
2. the business electricity users – number, volume, lot and company case file number from the court registration, VAT number, BULSTAT number, domicile and registered address, the full name of the authorized representative, phone number for contacts, bank account number, administrative address of the site to be supplied with electricity, e-mail.

(2) If the application for transmission of electricity is submitted by a non-personified company /civil company under the Obligations and Contracts Act/, it must be signed by all the partners or by a person authorized by them by means of a notary-certified power of attorney. When submitting the application, the relevant information about the stakeholders in the company shall be submitted as well.

(3) Each user must submit evidence attesting to the circumstances referred to in Paragraph 1 by submitting the necessary documents.

(4) The personal data thus submitted by the users shall be used and safeguarded according to the currently effective legislation.

#### REFUSAL TO START TRANSMISSION OF ELECTRICITY

**Article 12.** (1) E.ON Bulgaria Grid AD shall refuse to start transmission of electricity in the following

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

cases:

1. when the person does not have a document for putting the facility into operation and/or when the facility has not been interconnected to the electricity network, in the cases of a newly-built or re-modeled facility;

2. when the electric installations of the facility do not meet the safety requirements and/or technical norms as established by a written statement of ascertainment pursuant to these General Terms and Conditions;

3. when the user has not complied with the requirements provided for in these General Terms and Conditions and/or when the user has not submitted the documents requested by E.ON Bulgaria Grid AD;

4. when an application for transmission of electricity is submitted, given that there is an ongoing sale of electricity for the same facility but to a different user, the new contract shall be concluded only after the old contract is terminated;

5. when the person submitting the application for transmission of electricity has outstanding liabilities (i.e. debt) to E.ON Bulgaria Grid AD;

6. in the cases provided for by the statutory instruments.

(2) E.ON Bulgaria Grid AD shall send a written notification of its refusal to start transmission of electricity within 7 (seven) days of the date of submission of the written application for transmission of electricity by the user. The refusal must be well-grounded and the reasons thereof and the deadline for their rectification must be explicitly stated. After the grounds for the refusal are no longer valid, the user shall notify in writing E.ON Bulgaria Grid AD and the user's application shall be re-examined. In case the user does not agree with the decision of E.ON Bulgaria Grid AD, the dispute shall be resolved according to the procedure provided for in these General Terms and Conditions.

## **Chapter Four**

### **RIGHTS AND OBLIGATIONS OF E.ON BULGARIA GRID AD AND OF THE USERS**

#### **Section One**

#### **RIGHTS AND OBLIGATIONS OF E.ON BULGARIA GRID AD**

##### **RIGHTS OF E.ON BULGARIA GRID AD**

**Article 13.** E.ON Bulgaria Grid AD shall have the right:

1. without any obstacles and additional expenses for E.ON Bulgaria Grid AD, the persons to whom E.ON Bulgaria Grid AD assigned activities associated with the operation and control of power facilities shall have the right to pass through the user's property in order to perform the said activities;

2. to use, free of charge, portions of buildings, fences, etc. for the installation of commercial metering devices and other equipment associated with the delivery of electricity;

3. to perform regular and unscheduled technical checks of the commercial metering devices, of their integrity and functionality, as well as of the electric installations that connect them;

4. to organize follow-up checks of the commercial metering devices pursuant to the currently effective legislation;

5. to exercise control over the user's compliance with the user's obligations and to draw up written statements of ascertainment according to the procedure stipulated in these General Terms and Conditions when non-compliance with these obligations is detected;

6. to replace, on its own initiative, the existing commercial metering devices with new ones or different ones that have superior technical characteristics, under the terms of Article 61;

7. to suspend or limit the electricity supply to users, while adhering to these General Terms and

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

Conditions and the currently effective legislation;

8. to collect from debtors in default its receivables for transmitted electricity, as well as for the additional services provided, according to the procedure of Article 237, Letter “k” of the Civil Procedures Code, on the basis of the statements of accounts;

9. to interconnect the user’s facility to an installation or a facility owned by third parties, where the terms and conditions for such interconnection shall be agreed upon between E.ON Bulgaria Grid AD and the user;

10. to terminate unilaterally its relations with the current user, if the latter is no longer actual user of the property.

11. to issue binding instructions and orders concerning the technical condition and the operational condition of the facilities and installations owned by the user in order to prevent occurrences that threaten the security and safety of the electricity distribution network.

#### OBLIGATIONS OF E.ON BULGARIA GRID AD

**Article 14.** E.ON Bulgaria Grid AD shall be obligated:

1. to transmit electricity under the terms of non-discrimination for every user on the territory serviced by E.ON Bulgaria Grid AD which/who owns electric installations conformant to the technical norms and the requirements for safe operation and which/who is interconnected to the electricity distribution network;

2. to provide the users with electricity in compliance with the quality and safety requirements adopted by the SEWRC;

3. to notify the users at least 14 (fourteen) calendar days in advance, through the mass media, of the timing and duration of any suspension or limitation of the electricity supply in the cases of actions which are possible to be planned in advance;

4. to safeguard the confidentiality of the users’ personal information and to ensure the storage of the personal data in accordance with the requirements of the Bulgarian legislation;

5. within 7 (seven) days of a written notification by the user, to arrange for a check of the commercial metering device and for its replacement, if necessary, namely if it is not fit for metering the electricity consumed by the user;

6. to store the data from the metering in accordance with the time limits provided for in the currently effective legislation;

7. to announce the time schedule for taking the readings of the commercial metering devices on its web page and in the Customer Service Centers;

8. to announce the prices for electricity within 3 (three) business days after each change therein in one national daily newspaper and one local daily newspaper, on its web page and in the Customer Service Centers;

9. to provide a 24-hour phone number for notification of breakdowns and complaints, to announce this phone number in the mass media once every month and to keep records with the date and time of the incoming calls;

10. to provide written replies to written requests, complaints and notifications filed by the users, where the reply must be provided within 30 (thirty) days of the date of receipt thereof;

11. upon receipt of a written request by an user for a check of the quality of the electricity, E.ON Bulgaria Grid AD shall be obligated to start the check within 5 (five) business days. The duration of the check must be sufficient to allow reliable identification of the values of the respective parameters, but should not exceed 30 (thirty) days. E.ON Bulgaria Grid AD shall provide the user with a copy of the written statement of ascertainment with the results from the check. If deviations from the standard parameter values are found, E.ON Bulgaria Grid AD shall undertake measures for improving them and shall

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

notify the users thereof. If the results from the check show no deviations, the expenses for the check shall be born by the user, whereas in all the other cases – they shall be born by E.ON Bulgaria Grid AD.

**Section Two**  
**RIGHTS AND OBLIGATIONS OF THE USERS**

RIGHTS OF THE USER

**Article 15.** The user shall have the right:

1. to be supplied uninterruptedly with high-quality electricity and to use this electricity for meeting his/her household or business needs;
2. to choose the method for metering the electricity to be used from among the approved tariffs;
3. to require from E.ON Bulgaria Grid AD to comply with all the deadlines as per these General Terms and Conditions;
4. to be informed, according to the procedure stipulated in these General Terms and Conditions, of the time schedule and time interval of taking the readings of the commercial metering devices;
5. in the cases of doubts as to the accurate metering of the amount of electricity consumed, to require from E.ON Bulgaria Grid AD to perform a check or to organize a metrological expert assessment of the commercial metering device according to the procedure stipulated in the Measurements Act, while adhering to the requirements of Chapter Nine of these General Terms and Conditions;
6. given a technical possibility to do so and after coordination with E.ON Bulgaria Grid AD, to build control metering systems, separate from the commercial ones, at the points of interconnection, by using separate windings at the metering current transformers. It is not allowed for the control metering systems to have worse metrological parameters than the commercial metering devices. In this case neither party shall have the right, without a representative of the opposite party, to modify, repair or replace elements of the commercial metering devices or to breach the integrity of the stamp-seal, sign or other control contrivance attached to these devices;
7. to request from E.ON Bulgaria Grid AD to place in a separate section of the electricity-metering panels auxiliary devices and devices for improvement of the electricity supply security and for protection from voltage surges, where the said devices shall be owned by the user. The delivery and installation of the electricity-metering panels shall be performed at the expense of E.ON Bulgaria Grid AD by employees of E.ON Bulgaria Grid AD or by authorized persons, whereas the user shall pay the price for the additional section;
8. to be notified on a timely basis of the interruptions in the transmission of electricity by E.ON Bulgaria Grid AD in the cases and according to the procedure stipulated in these General Terms and Conditions;
9. while adhering to the legislation and the technical requirements, to build a proprietary back-up electricity supply for the property. E.ON Bulgaria Grid AD shall have the right of access to the back-up power source for inspection purposes, as well as in order to suspend the electricity supply to the user in case the user does not comply with the technical requirements of E.ON Bulgaria Grid AD or refuses to provide access for inspection purposes;
10. to request that the power supplied to him/her/it be increased or reduced within the range of variation of the interconnected power. The change shall become effective after it is agreed

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

to by E.ON Bulgaria Grid AD and after the user pays the price for the increase;

#### OBLIGATIONS OF THE USER

**Article 16.** The user shall be obligated:

1. to submit an application for transmission of electricity according to a template and together with the documents required by E.ON Bulgaria Grid AD;

2. to provide unimpeded access (without any advance written notification of the persons to which E.ON Bulgaria Grid AD has assigned the respective activity) to the property for the purposes of: installation, inspection, repairs, replacement of electrical equipment and commercial metering devices, as well as taking and monitoring their readings, if they are located beyond the ownership boundary, subject to strict adherence to these General Terms and Conditions and the currently effective legislation;

3. to install, maintain and operate in a technically correct and safe fashion its own electrical installations and equipment beyond the ownership boundary;

4. to implement all the recommendations and instructions issued by representatives of E.ON Bulgaria Grid AD within their area of competence;

5. not to modify the wiring scheme of the electrical equipment; not to modify, repair or replace the elements of the commercial metering devices; not to dismantle or damage, on its own initiative, a commercial metering device, a stamp-seal, a sign or another control contrivance attached by persons to whom E.ON Bulgaria Grid AD has assigned to perform a certain activity or attached by an authorized government body;

6. not to consume electricity, without the electricity being metered by the commercial metering devices, installed and stamp-sealed according to Item 5.

7. to notify in writing, within 30 (thirty) days, of any change in the data referred to in Article 11 (1) of these General Terms and Conditions, as well as of any changes in the ownership title.

8. not to allow the interconnection of third parties to its proprietary electrical installations without the consent of E.ON Bulgaria Grid AD;

9. to notify in writing E.ON Bulgaria Grid AD and to provide its representatives with access for the purpose of inspection in the case of installation of a proprietary back-up power source.

#### SPECIAL OBLIGATIONS OF ELECTRICITY USERS WHICH/WHO HAVE PROPRIETARY MEDIUM VOLTAGE EQUIPMENT

**Article 17.** (1) The users which/who have proprietary medium voltage equipment shall also have the following obligations:

1. when submitting the application for transmission of electricity, to submit technical documentation about its equipment pursuant to the requirements of the currently effective legislation.

2. to maintain presence of operating staff on-duty at the electricity-supplied facilities in accordance with the statutory requirements;

3. in the cases of breakdowns in the electric power grid, to take active part in the process of its repairs (by implementing corridors for electricity supply to sensitive users or by providing electric charge) in accordance with the requirements of E.ON Bulgaria Grid AD;

4. to provide uninterrupted access to the staff of E.ON Bulgaria Grid AD to the transit part of his/her/its electricity distribution installations in order to perform independently operational switch-overs and manipulations for restoring the electricity supply in the cases of breakdowns;

5. to coordinate with E.ON Bulgaria Grid AD the works in those cases when repairs, reconstruction and/or modernization of his/her/its own electricity installations and

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

equipment are required in order to ensure their normal operation and this requires suspension of the electricity supply or amendment of the terms and conditions for using electricity. In these cases, the user must notify in writing E.ON Bulgaria Grid AD 14 (fourteen) days in advance, by announcing the date and time of interruption of the interconnection and its probable duration, whereas E.ON Bulgaria Grid AD shall be obligated, within 10 (ten) days of receiving the notification, to issue a written opinion.

#### **Chapter Five**

##### **TERMS AND CONDITIONS FOR QUALITY OF THE SUPPLY**

**Article 18.** E.ON Bulgaria Grid AD shall transmit to the users electricity with rated voltage and quality parameters as approved by the SEWRC, given the agreed upon power and electricity supply provision category, under these General Terms and Conditions and in strict compliance with the currently effective legislation.

#### **Chapter Six**

##### **INFORMATION WHICH SHALL BE PROVIDED BY E.ON BULGARIA NETWORKS TO THE USERS**

**Article 19.** According to the procedure stipulated in these General Terms and Conditions, E.ON Bulgaria Grid AD shall provide the users with the following information:

1. time schedule for taking the readings as to the consumed electricity;
2. the interruptions of the electricity supply which are possible to be planned;
3. the services provided by E.ON Bulgaria Grid AD;
4. phone numbers for customer information;
5. 24-hour phone numbers for information and notification of breakdowns;

#### **Chapter Seven**

##### **TERM OF THE CONTRACT**

**Article 20.** The use of the electricity distribution network by the users for the purpose of electricity supply as covered by these General Terms and Conditions is not limited by any time limits, as long as the licence for electricity distribution of a E.ON Bulgaria Grid AD is still valid.

#### **Chapter Eight**

##### **TERMS AND PROCEDURE FOR TERMINATION OR INTERRUPTION OF THE TRANSMISSION OF ELECTRICITY**

###### **TERMS FOR INTERRUPTION OF THE TRANSMISSION BY E.ON BULGARIA GRID AD WITHOUT PRIOR NOTIFICATION**

**Article 21.** (1) E.ON Bulgaria Grid AD may temporarily suspend the transmission of electricity without prior notification of the users in the cases of:

1. averting a clear and present danger to the health and safety of people, property and equipment;
2. breakdowns in the electricity network or the equipment for reasons which are beyond the control of E.ON Bulgaria Grid AD;
3. detecting a modification of the user's interconnection scheme , which has not been coordinated with E.ON;
4. consumption of electricity without the consumed electricity amount being metered or reported, partially or completely, by the commercial metering devices, as well as in the cases of detected incorrect metering;
5. non-fulfillment by the user of the mandatory technical conditions for installation of a

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

proprietary back-up power source as prescribed to the user by E.ON Bulgaria Grid AD or non-compliance by the user with the obligations referred to in Article 121 (2) of the Energy Act.

(2) In the cases enumerated in the previous paragraph, E.ON Bulgaria Grid AD shall not be liable for the inflicted damages.

**Article 22.** E.ON Bulgaria Grid AD shall have the right to terminate the interconnection of a user in the following cases:

1. interconnection to the electricity distribution network without having the right to do so;
2. interconnection to the electricity distribution network according to a procedure different from the one provided for by the law;
3. allowing the interconnection of a third party to the user's electrical installations without the express consent of E.ON Bulgaria Grid AD;
4. failure to comply, within the prescribed deadline, with an order by a supervisory authority to rectify a violation;
5. distortions and disturbances in the electric power grid caused by the user's proprietary network;
6. an order issued by other authorities in accordance with their competence.

TERMS FOR INTERRUPTION OF THE TRANSMISSION BY E.ON BULGARIA GRID AD  
WITH PRIOR NOTIFICATION IN THE CASES OF ACTIONS THAT ARE POSSIBLE TO BE  
PLANNED

**Article 23.** E.ON Bulgaria Grid AD shall have the right to temporary suspend the transmission of electricity for a period of up to 24 hours, provided that E.ON Bulgaria Grid AD has notified by a 14-day prior notification, through local daily newspapers or (where such newspapers are not in circulation) by notices addressed to the municipal executive authorities and the users, of actions that are possible to be planned, such as:

1. repair works and reconstruction of facilities and equipment of E.ON Bulgaria Grid AD;
2. operational switch-overs;
3. inspections of facilities and equipment and commissioning of new facilities and equipment;
4. other similar actions which are possible to be planned and which require that electric power facilities and equipment be shut-down for safety purposes.

TERMS FOR INTERRUPTION OF THE TRANSMISSION OF ELECTRICITY BY E.ON BULGARIA  
GRID AD AT THE REQUEST OF THE RESPECTIVE PERSONS LICENSED UNDER THE  
ENERGY ACT

**Article 24.** (1) E.ON Bulgaria Grid AD shall have the right to suspend or limit the transmission of electricity by a 7-day prior written notification in case a household user fails within 10 (ten) days or a business user fails within 3 (three) days to comply with any of its obligations stemming from these General Terms and Conditions or from the supplementary agreements signed between the parties, including in the cases of delay of payment of the amounts due for electricity, in the case of a detected violation which has not been rectified or in the case of exceeding the provided power.

(2) E.ON Bulgaria Grid AD shall not have the right to interrupt the transmission,

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

on the grounds provided for in this article, on a day-off-work (typically Saturday or Sunday) or on an official public holiday, as well as on the day that precedes it.

(3) If a written objection against the grounds for the interruption is submitted, E.ON Bulgaria Grid AD shall be obligated to investigate the objection. During the investigation E.ON Bulgaria Grid AD shall not have the right to suspend the transmission of electricity for the user.

(4) In the case of a failure to provide access for control and servicing of the commercial metering device, which has been established by a written statement of ascertainment, E.ON Bulgaria Grid AD shall have the right to temporary suspend the transmission after appropriate notification.

#### TERM FOR INTERRUPTION OF THE TRANSMISSION AT THE USER'S REQUEST

**Article 25.** (1) The transmission of electricity can be suspended for a certain time period by E.ON Bulgaria Grid AD at a written request by the user or because of well-grounded needs of the user.

(2) The request must contain the date, time and duration of the interruption desired by the user and must be submitted 15 (fifteen) days prior to the intended date of the interruption at the latest.

(3) The request pursuant to this article cannot be submitted earlier than 30 (thirty) days after the date of submission of the written application for transmission of electricity.

(4) In the cases when the interruption requires that temporary by-passing links be built in the network, all the design and construction works shall be performed by E.ON Bulgaria Grid AD at the user's expense.

#### TERMS AND PROCEDURE FOR RESTORING THE TRANSMISSION OF ELECTRICITY

**Article 26.** (1) E.ON Bulgaria Grid AD shall restore the transmission of electricity after the grounds for the suspension are no longer valid. When the suspension was due to the user's fault, the transmission shall be restored after the user pays to E.ON Bulgaria Grid AD all the expenses incurred for suspending and restoring the transmission, but not later than 12 o'clock on the following business day.

(2) If, according to these General Terms and Conditions, it is required from the user to provide collateral/security to guarantee future payment and no such collateral/security has been provided within the prescribed deadline, E.ON Bulgaria Grid AD shall have the right to refuse to restore the transmission pending the provision of the collateral/security due.

(3) Before restoring the transmission, E.ON Bulgaria Grid AD shall have the right to request from the user a written affidavit confirming the compliance of the user's electrical installations with the safety requirements and the technical standards.

(4) E.ON Bulgaria Grid AD shall restore the previously suspended transmission of electricity after all the conditions for the restoration are met.

#### TERMS FOR TERMINATION OF THE TRANSMISSION OF ELECTRICITY

**Article 27.** E.ON Bulgaria Grid AD shall terminate the transmission of electricity for a particular user:

1. when the user no longer meets the requirements for being a user, including upon expiration of the time limit for which the owner or the titleholder of the real right to use the property has given his/her consent;
2. in the presence of indisputable proof that there are compelling reasons because of which the transmission of electricity for the user has become impossible and it cannot be terminated with the user's consent;
3. upon a request by the user submitted in writing at least 15 (fifteen) days in advance, where the said request cannot be submitted earlier than 15 (fifteen) days after the date of submission of the

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

application for transmission of electricity;

4. on the orders of other authorities in accordance with their area of competence.

#### PROCEDURE FOR TERMINATION OF THE TRANSMISSION OF ELECTRICITY

**Article 28.** In the case of termination of the contractual relations regarding the transmission of electricity, E.ON Bulgaria Grid AD shall draw up a written statement of ascertainment according to the established procedure and shall terminate the transmission of electricity to the property.

**Article 29.** In the case of termination of the transmission of electricity, the user shall be obligated to provide sufficient time so that E.ON Bulgaria Grid AD can dismantle and remove all of its assets from the user's property within 30 (thirty) days. E.ON Bulgaria Grid AD shall not owe rent or any other kind of compensation for the use of the property for the time needed to remove its assets.

### Chapter Nine

#### **PROCEDURE AND METHOD FOR METERING AND TAKING THE READINGS AS TO THE TRANSMITTED ELECTRICITY**

##### Section One

#### **PROCEDURE AND METHOD FOR METERING THE TRANSMITTED ELECTRICITY COMMERCIAL METERING DEVICES**

**Article 30.** (1) The transmitted electricity shall be metered by means of commercial metering devices entered in the state register of the types of metering devices approved in our country.

(2) The devices for commercial metering of the electricity, as well as the panels or cabinets where they are located, shall be owned by E.ON Bulgaria Grid AD and E.ON Bulgaria Grid AD shall attach to them contrivances and/or signs for limiting the access thereto.

#### LOCATION OF THE COMMERCIAL METERING DEVICES

**Article 31.** The commercial metering devices shall be placed at a location specified by E.ON Bulgaria Grid AD, as follows:

1. next to or at the boundary of the user's property, including on the façade or fence of the property;
2. in the common parts of the residential condominium buildings;
3. at energy sites owned by E.ON Bulgaria Grid AD, by the user or by third parties, with their explicit consent.

#### METHODS OF METERING

**Article 32.** (1) The type and number of the metering devices and equipment and of the control and communication devices attached to them shall be determined by E.ON Bulgaria Grid AD.

(2) At the user's discretion and expense, given a technical possibility to do so and after coordination with E.ON Bulgaria Grid AD, the user can build control metering systems, separate from the commercial ones, at the points of interconnection, by using separate windings at the metering current transformers. It is not allowed for the control metering systems to have worse metrological parameters than the commercial metering devices. In the cases of breakdowns of the commercial metering devices as ascertained by a written statement, the readings of the control electricity meters can be used for the purpose of payment.

(3) The readings from the control metering systems can be used for payment purposes only provided there is a bi-laterally signed protocol of certification of their technical and metrological characteristics.

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

**Article 33.** (1) The electricity shall be metered by voltage level categories as determined by E.ON Bulgaria Grid AD and in accordance with the currently effective legislation.

(2) The transmitted electricity amounts shall be metered by commercial metering devices whose number of scales shall be of the user's choosing and shall depend on the permissible voltage levels and zones in a 24-hour period. The user must state his/her/its choice in writing and it must be conformant to the approved tariffs.

#### CHECK-UP OF THE COMMERCIAL METERING DEVICES

**Article 34.** (1) Initial and follow-up check-ups of the commercial metering devices shall be conducted according to the procedure stipulated in the Measurements Act and the statutory instruments pertaining thereto.

(2) At the user's request or on E.ON Bulgaria Grid AD's initiative, the latter shall conduct controlling check-ups of the commercial metering devices at their point of use. Written statements of the findings of these check-ups shall be drawn up.

(3) E.ON Bulgaria Grid AD shall conduct also check-ups as to breaches of the integrity and functionality of the commercial metering devices and the electrical installation connecting them, as well as as to the compliance of the electrical installations with the safety requirements and/or the technical standards.

(4) A check-up of the commercial metering devices shall be performed by means of a portable measuring device of the required accuracy class. When the check-up is requested by the user, E.ON Bulgaria Grid AD shall be obligated to perform it within 10 (ten) days after the user's written request and the payment of the respective fee.

(5) The taking of the readings of the commercial metering devices is not considered to be a check-up within the meaning of this article.

(6) In case a check-up performed in accordance with this article finds a deviation from the rated characteristics, E.ON Bulgaria Grid AD shall draw up a written statement of ascertainment according to the procedure stipulated in these General Terms and Conditions, whereas the commercial metering devices shall be dismantled and replaced by E.ON Bulgaria Grid AD with properly functioning commercial metering devices. The dismantled commercial metering devices shall be stamp-sealed with additional signs described in the written statement of ascertainment and shall be stored by E.ON Bulgaria Grid AD for a period of 3 (three) months or - in the case of a dispute occurring in this time period – until the dispute is resolved.

#### METROLOGICAL EXPERT ASSESSMENT OF THE COMMERCIAL METERING DEVICES

**Article 35.** Each one of the parties can request a metrological expert assessment of the commercial metering devices. E.ON Bulgaria Grid AD shall organize the implementation of the expert assessment according to the currently effective legislation. If the commercial metering devices have already been dismantled pursuant to the previous article and are being stored by E.ON Bulgaria Grid AD, E.ON Bulgaria Grid AD shall make sure that they are sent as stamp-sealed with additional signs recorded in the written statement of ascertainment drawn up at the point of their dismantling.

#### EXPENSES FOR CHECK-UPS AND METROLOGICAL EXPERT ASSESSMENTS OF THE COMMERCIAL METERING DEVICES

**Article 36.** The expenses for a check-up or a metrological expert assessment of the commercial metering devices shall be born by the party which requested the check-up or the expert assessment. If the request originated from the user and the check-up or the expert assessment finds that the metrological and technical characteristics are not in conformity with the rated characteristics for that particular kind of

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

commercial metering device, E.ON Bulgaria Grid AD shall reimburse the user for the expenses incurred within 30 (thirty) days of finding the discrepancy.

**CORRECTIONS IN THE CASES OF NON-METERING OR INCORRECT/INACCURATE METERING OF THE TRANSMITTED ELECTRICITY**

**Article 37.** (1) E.ON Bulgaria Grid AD shall estimate, prepare data summaries and correct the transmitted electricity amount for a past period in the cases of:

1. breaches of the integrity and/or functionality of the commercial metering devices or the electrical installations connecting them, where these breaches have been found by an on-the-spot checkup and recorded in a written statement drawn up according to the procedure stipulated in these General Terms and Conditions;

2. absence (established by a written statement of ascertainment) of a stamp-seal or a sign attached by representatives of E.ON Bulgaria Grid AD or by authorized bodies;

3. presence (established by a written statement of ascertainment) of an inauthentic stamp-seal or sign or indications that a stamp-seal or a sign attached by a representative of E.ON Bulgaria Grid AD or by authorized bodies has been tampered with;

4. established by a written statement from a metrological expert assessment (drawn up pursuant to the Measurements Act) deviations from the permissible limits of the metrological and technical characteristics of the commercial metering devices, which resulted in a failure to meter or incorrect and/or inaccurate metering of the electricity;

5. established by a written statement of ascertainment, according to the procedure of Article 34 (6);

6. error made in the registration and the inputting of information about the technical characteristics of the metering devices;

7. when the transmitted electricity amounts are not being metered or reported, in part or in full, by the commercial metering devices;

8. established by a written statement interconnection to the electricity distribution network without complying with the stipulated requirements for the interconnection. In this case, the interconnected person shall be liable and shall owe payments in his/her/its capacity of an user within the meaning of these General Terms and Conditions.

(2) In the cases referred to in Paragraph 1, E.ON Bulgaria Grid AD shall prepare a data summary and shall, within 7 (seven) days, submit to E.ON Bulgaria Grid AD data about the corrected amounts of electricity transmitted for the user. The user shall receive a notice with the amounts that he/she/it owes or that will be refunded to him/her/it with the next payment.

**METHOD OF ESTIMATION OF THE ELECTRICITY THAT WAS NOT METERED OR WAS INCORRECTLY/INACCURATELY METERED**

**Art. 38. (1)** In case of inaccurate metering and/or failure to meter the electricity that was established by the check-up performed according to the procedure stipulated in these General Terms and Conditions, E.ON Bulgaria Grid AD shall draw up a written statement of ascertainment.

(2) E.ON Bulgaria Grid AD shall estimate and correct the electricity amount transmitted in the cases of illegal tampering with the commercial metering device and illegal integration into the electricity distribution grid detected according to the procedure stipulated in these General Terms and Conditions.

(3) When correcting the transmitted electricity amount, the values of the parameters determined at the time of the check-up shall be used as follows:

1. in the cases when the error measured by the check-up of the accuracy of the commercial metering device is accurately quantifiable, the correction shall be estimated as a function of the error found while taking into account the accuracy class of the commercial metering device;

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

2. in the cases when the deviation from the normal operation of the commercial metering device is not accurately quantifiable in percentage points, the correction shall be estimated as:

- for customers, using electricity for business purposes – as one third of the transmission capacity of the integration equipment on the assumption of everyday 10 (ten) hours of electricity consumption by the user;
- for customers, using electricity for households purposes – as one third of the transmission capacity of the integration equipment on the assumption of everyday 8 (eight) hours of electricity consumption by the user

3. in the cases when there are no commercial metering devices installed by E.ON Bulgaria Grid AD or there is diversion of electricity before the commercial metering devices, the correction shall be estimated on the basis of half of the transmission capacity of the line through which the site is connected to the electricity distribution network of E.ON Bulgaria Grid AD on the assumption of 8 (eight) hours of electricity consumption for households purposes users and on the assumption of 12 (twelve) hours of electricity consumption for business purposes users.

(4) The corrections under Para 2 hereof shall be performed over the period from the date of installation or the last check-up of the commercial metering device executed by E.ON BULGARIA GRIDS AD or another authorized body to the date of detecting the error in the metering or the failure to meter, the only exception of this rule being the cases when the precise time period of the incorrect metering or failure to meter can be determined, but for not more than 180 (one hundred and eighty) days.

(5) The estimations and correction of the electricity amount shall be performed at the higher price rates for the tariff zones that are applicable to the users.

(6) In cases of technical breakdown of the commercial metering devices, the electricity distribution company shall perform a correction. In that case the corrected amounts shall be equal to the electricity consumed by the user for an analogical 30-day period of the previous year.

(7) Upon breakdown or incorrect performance of the tariff switch, E.ON BULGARIA GRIDS AD shall correct the transmitted electricity amount under established tariffs for the respective period of detection of the metering error or failure to meter, according to the tariffs, chosen by the user, as the electricity amount shall be corrected on the basis of the ratio of the readings for the different tariff zones for the same period of the previous year.

(8) Upon tariff switch breakdown or inaccurate performance and lack of data for the previous year, the correction shall be made in the following manner:

1. in case of metering according to two tariff zones – at a ratio of 60% per daytime zone and 40% per night time zone;

2. in case of metering according to three tariff zones – at a ratio of 20% for the peak zone, 55% for the daytime zone and 25% for the night time zone.

(9) The corrections under Para 6, 7 and 8 shall be performed for the period from the detection of incorrect metering to the date of the preceding check-up or reporting period with correct metering, but not longer than 180 days.

**Article 39.** In the cases of an error in the inputting of information on the technical characteristics of the metering devices, E.ON Bulgaria Grid AD shall prepare an information summary and shall submit to E.ON Bulgaria Grid AD information on the differential between the invoiced electricity and the actually transmitted electricity for the time period from the date of the error to the date of detection of the error, but for not more than 90 (ninety) days. The identification of the error shall be done by means of a written statement of ascertainment drawn up according to the procedure stipulated in these General Terms and Conditions.

## **Section Two**

### **PROCEDURE AND METHOD OF TAKING THE READINGS AS TO THE ELECTRICITY CONSUMED**

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

**Article 40.** (1) E.ON Bulgaria Grid AD shall be obligated to ensure metering and taking of the readings as to the consumed electricity by installing and maintaining in good working order the commercial metering devices.

(2) E.ON Bulgaria Grid AD shall organize monthly taking of the readings for all the users of electricity.

**Article 40 a** E.ON Bulgaria Grid AD is obliged to ensure metering and taking of the readings as to the consumed electricity by installing and maintaining in good working order the commercial metering devices as per the requirements of the E.ON Bulgaria Sales AD:

1. for users of electricity for business needs and consumption exceeding 30 000 kWh annually – monthly

2. for users of electricity for household needs as well as for users for business needs with consumption not exceeding 30 000 kWh annually – organizes reading also on a longer period, but not more than 3 months.

TIME SCHEDULE FOR TAKING THE READINGS AS TO THE CONSUMED ELECTRICITY

**Article 41.** (1) E.ON Bulgaria Grid AD shall take the readings of the commercial metering devices as to the consumed electricity, according to a time schedule that is determined in advance and announced according to the procedure stipulated in these General Terms and Conditions.

(2) In the case of a change in the time schedule, the changes shall be announced pursuant to these General Terms and Conditions at least 3 (three) days in advance;

UNSCHEDULED TAKING OF THE READINGS AS TO THE CONSUMED ELECTRICITY

**Article 42.** (1) Upon change in electricity price, an unscheduled taking of the readings for the users under Art. 40 a, Item 1 is to be performed. In that case E.ON BULGARIA GRID AD shall take the readings of the commercial metering devices from the date the price increase comes into force, and in case of decrease – up to the date, from which the change comes into force.

(2) Upon change in electricity price, the readings of the users under Art. 40 a Item 2 shall not be extra taken. The energy transmitted to them shall be distributed according to price periods at the price for distribution during the reporting period according to new and old prices, distributed proportionally to the days before and the days after the price change. For the purpose of taking the readings, the user may declare before the supplier the readings of the commercial metering device within a period of up to 7 /seven/ days as of the date of entering into force of the new price.

**Article 43.** E.ON Bulgaria Grid AD shall provide the end user with the data from the taking of the readings for the purposes of payment.

CORRECTION OF ERRORS IN THE TAKING OF THE READINGS

**Article 44.** (1) In case the user notifies in writing E.ON Bulgaria Grid AD of incorrect taking of the readings as to the transmitted electricity amounts, a representative a E.ON Bulgaria Grid AD shall be obligated, within 5 (five) days of receipt of the notification, to perform a check-up and to draw up a written statement of ascertainment.

(2) If an error is really found, E.ON Bulgaria Grid AD shall send, within 5 (five) days, the written statement of ascertainment referred to in Paragraph 1 to the persons licensed under the Energy Act for the purposes of payment.

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

## **Chapter Ten**

### **PROCEDURE FOR PROVIDING ACCESS TO THE COMMERCIAL METERING DEVICES OR TO OTHER CONTROL CONTRIVANCES**

**Article 45.** (1) In case the commercial metering device is placed in the user's property, including in the common areas of condominium blocks, the user or the owners of the condominiums must provide access to the persons to whom E.ON Bulgaria Grid AD has assigned to perform a certain activity, for the purposes of control, taking the readings and servicing.

(2) If access for taking the readings is not provided, the user shall pay to E.ON Bulgaria Grid AD the cost of the transmitted electricity amount, estimated on the basis of the transmitted electricity amounts during a previous reporting period when the readings of the commercial metering devices were properly taken, in cases of no information available – for the same reporting period of the previous year. When performing the next taking of the readings of the commercial metering devices, E.ON Bulgaria Grid AD shall correct the amounts to match the amounts actually consumed.

(3) In the case of a failure to provide access for control and servicing of the commercial metering device, which has been established by a written statement of ascertainment, E.ON Bulgaria Grid AD shall have the right to temporarily suspend the transmission according to the procedure referred to in Article 24 of these General Terms and Conditions.

**Article 46.** (1) The commercial metering devices and the devices controlling the tariffs shall be situated in such a manner as to allow the user to have access for visual monitoring of the readings of the commercial metering devices.

(2) If, for the sake of guaranteeing the life and health of the public, the property, the quality of the electricity, the continuity of transmission and the security and reliability of the electric power grid, the metering devices are positioned at a place the access to which is difficult, E.ON Bulgaria Grid AD shall be obligated to ensure at its own expense a possibility for visual control, when it comes to taking the readings of the commercial metering devices, and this must be done within 3 (three) days of the filing of a written request by the user.

## **Chapter Eleven**

### **LIABILITY OF THE PARTIES IN THE CASE OF DEFAULT ON THEIR OBLIGATIONS**

#### **LIABILITY OF E.ON BULGARIA GRID AD**

**Article 47.** E.ON Bulgaria Grid AD shall be liable for damages inflicted on the users in the following cases:

1. if it refuses to start transmitting electricity in violation of the currently effective legislation and/or these General Terms and Conditions;
2. in the case of interruption of the transmission of electricity in violation of the law;
3. in the case of disruption of the continuity of the supply to the users as determined by the agreed upon electricity supply provision category;
4. in the case of transmission, to the point of interconnection, of electricity whose quality parameters do not conform to the currently effective statutory regulations;
5. in the case of a failure to ensure safe operation of the electrical facilities owned by E.ON Bulgaria Grid AD.

**Article 48.** (1) In the cases of proven non-compliance with a deadline stipulated in these General Terms and Conditions through the fault of E.ON Bulgaria Grid AD, E.ON Bulgaria Grid AD shall pay to the user an indemnification in the amount of BGN 10 (ten) for every 24

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

(twenty four) hours of delay.

(2) The indemnification under paragraph 1 may be claimed by the user within 90 (ninety) days of the expiration of the term breached by E.ON Bulgaria Grid AD, defined in these GTCs.

**Article 49.** (1) In cases when the users are without electricity as per default of E.ON Bulgaria Grid AD for more than 24 (twenty four) hours after receipt by E.ON Bulgaria Grid AD of a notice by the customer E.ON Bulgaria Grid AD pays an indemnification to the customer at an amount of 30 (thirty) leva and 20 (twenty) leva for each consecutive period of more than 12 hours without assured electricity.

(2) The user can claim the indemnification within 90 (ninety) days after E.ON Bulgaria Grid AD receives a notification of the interruption of the transmission.

**Article 50.** E.ON Bulgaria Grid AD shall owe an indemnification to the users, in the case of a deviation from the permissible quality parameters of the electricity, in the amount of 10% (ten percent) of the cost of the transmitted electricity with proven deviations in its quality as registered by properly-functioning registering devices installed at a point compliant with the currently effective legislation, without exceeding the provided power.

#### ABSENCE OF LIABILITY FOR E.ON BULGARIA GRID AD

**Article 51.** (1) E.ON Bulgaria Grid AD shall not be liable in the cases of non-compliance with its obligations for up to 48 (forty eight) hours in the cases of:

1. force majeure events;
2. terrorist attacks;
3. occurrences of breakdowns or prevention of breakdowns, with the exception of the cases when the breakdowns occurred through the fault of E.ON Bulgaria Grid AD;
4. when there is a threat to the life or health of people;
5. when there is a threat to the integrity of the electric power grid;
6. danger of inflicting considerable damages on the system, the network or the users;
7. danger of abnormal environmental pollution – at a proposal by the competent authorities.

(2) E.ON Bulgaria Grid AD shall not be liable in the cases of non-compliance with its obligations for transmission of electricity for up to 24 (twenty four) hours, provided it has notified in advance the users of the exact time and duration of the interruption or limitation, in the cases of actions which are possible to be planned such as:

1. repair works and reconstructions;
2. operational switch-overs;
3. inspections of facilities and equipment and commissioning of new facilities and equipment;
4. other similar actions which are possible to be planned and which require that electric power facilities and equipment be shut-down for safety purposes.

(3) E.ON Bulgaria Grid AD shall not be liable in the cases of non-compliance with its obligations for more than 48 (forty eight) hours in the cases of institution of a regime of rationing of the transmission of electricity by a competent authority in accordance with the currently effective legislation.

(4) E.ON Bulgaria Grid AD shall not be liable for damages, in case it temporarily suspends the transmission of electricity via the electricity distribution network without any prior notification:

1. in order to avert a clear and present danger to the health and safety of people or equipment;
2. in the cases of breakdowns in the electricity networks and equipment for reasons that are beyond the control of the electric power company;

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

3. in the case of consumption of electricity, where the electricity is not being metered or is being metered incorrectly by the commercial metering devices;

4. in the case of detecting a modification of the user's interconnection scheme, where the said modification has not been coordinated with the company.

(5) E.ON Bulgaria Grid AD shall not be liable for damages inflicted in case E.ON Bulgaria Grid AD terminates the interconnection:

1. of persons who interconnected themselves to the respective network without having the right to do so;

2. of users who/which allowed the interconnection of a third party to their own electrical installations without the express consent of E.ON Bulgaria Grid AD;

3. in the case of a failure to comply, within the prescribed deadline, with an order by a supervisory authority to rectify a violation;

4. of users who/which cause distortions and disruptions in the electric power grid by their proprietary network.

(6) E.ON Bulgaria Grid AD shall not owe any indemnification for damages inflicted as a result of a rationing regime, temporary suspension or limitation of the electricity supply in the cases  stipulated in these General Terms and Conditions, with the exception of the cases resulting from guilty conduct on the part of E.ON Bulgaria Grid AD.

(7) E.ON Bulgaria Grid AD shall not be liable for damages inflicted by breakdowns in the electricity network or equipment for reasons that E.ON Bulgaria Grid AD is not to blame for.

**Article 52.** E.ON Bulgaria Grid AD shall not be liable for any failure to fulfill its obligations as to the quality of supply, in those cases when the users failed to fulfill the requirements for ensuring normal operation of the devices consuming electricity, in the following cases:

1. when the electric installations and equipment of the user do not conform to the statutory requirements and/or the Bulgarian standards;

2. when the access of E.ON Bulgaria Grid AD to the user's electrical facilities has been obstructed in contravention of the statutory requirements;

3. when an electricity supply provision category higher than the agreed upon provision category is required for the normal operation of the devices;

4. when a proprietary back-up power source is required for the normal operation but no such source has been procured by the user;

5. when the electrical equipment and the electricity-consuming devices of the user require protection against voltage surges but no such protection has been procured;

6. when the user's electricity-consuming devices require special earthing measures, separate from the earthing provided by the electricity network, but no such special earthing measures have been undertaken;

7. when the user's electrical facilities and installations have not been subjected to regular checkups in accordance with the safety requirements;

8. when the access of E.ON Bulgaria Grid AD's representatives to its interconnection facilities situated in the user's property has been obstructed.

**Article 53.** E.ON Bulgaria Grid AD shall not be liable for the damages inflicted by an interruption  of the transmission of electricity for a particular user, when the said interruption was performed at the request of the end supplier.

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

#### LIABILITY OF THE USER

**Article 54.** The user shall be liable for damages inflicted on E.ON Bulgaria Grid AD in the following cases:

1. when the user, acting on his/her/its own initiative, modifies the wiring scheme of the electrical facilities, dismantles or damages a commercial metering device, a stamp-seal or another control contrivance attached by a representative of E.ON Bulgaria Grid AD or by an authorized body;
2. when the user, acting on his/her/its own initiative, interconnects himself/herself/itself to electricity transmission lines or electricity distribution lines owned by E.ON Bulgaria Grid AD;
3. when the user consumes electricity, without it being metered by a commercial metering device, tampers with the readings of the commercial metering devices or interferes with their proper functioning;
4. when the user disrupts the normal electricity supply;
5. when the user uses defective or unsafe electrical installations, networks and equipment;
6. when the user causes distortions and disruptions in the electricity distribution networks by its proprietary electrical installations and equipment;
7. when the user fails to comply with other obligations stemming from these General Terms and Conditions and from the law.

#### LIABILITY OF THE USER FOR OBSTRUCTING E.ON BULGARIA GRID AD

**Article 55.** (1) a user, who deliberately obstructs a representative of E.ON Bulgaria Grid AD in performing his/her duties, shall owe to E.ON Bulgaria Grid AD an indemnification in the amount of □□□□ BGN 100 (one hundred) for each instance of obstruction. The act of obstruction must be documented by means of a written statement of ascertainment drawn up according to the procedure stipulated in these General Terms and Conditions.

(2) E.ON Bulgaria Grid AD can claim the indemnification within 10 (ten) days of the date of establishing the act of obstruction.

#### PROCEDURE FOR SETTLEMENT OF LIABILITY

**Article 56.** (1) The party that sustained damages shall be obligated, within 3 (three) business days, to notify in writing the other party in the cases when it sustained damages as a result of an action or a failure to act by the other party, with the exception of the cases of user's liability for unpaid bills.

(2) The opposite party shall send, within 24 hours, a representative who must draw up a written statement of ascertainment of the inflicted damages.

(3) E.ON Bulgaria Grid AD and the user shall examine the circumstances described in the written statement of ascertainment and shall settle their accounts of their own free will. If they fail to reach consensus, the dispute shall be referred for resolution by the court.

#### RECOGNITION, PROCEDURE AND CONDUCT IN THE CASES OF FORCE MAJEURE EVENTS

**Article 57.** (1) A force majeure event is an unforeseen or unavoidable event of extraordinary nature.

(2) When it is not able to fulfill its obligation because of a force majeure event, because of which there is a limitation or interruption of the transmission of electricity for a time period of less than 48 (forty eight) hours, E.ON Bulgaria Grid AD shall notify in a timely manner the users (through the mass media) of the nature of the force majeure event and of the possible consequences for the fulfillment of obligations by E.ON Bulgaria Grid AD.

(3) In case the force majeure event results in limitation or interruption of the transmission of electricity for a time period of more than 48 (forty eight) hours, the currently effective legislation for institution of a regime of rationing of the electricity supply shall be applied by the competent

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

authorities.

(4) For the duration of the force majeure event, the duties of E.ON Bulgaria Grid AD for transmission of electricity shall be suspended and the reciprocal duties of the users associated with the transmission of electricity shall also be suspended.

## **Chapter Twelve** **SUPPLEMENTARY TERMS AND CONDITIONS**

### NOTIFICATIONS AND DOCUMENTS ASSOCIATED WITH THE TRANSMISSION OF ELECTRICITY

**Article 58.** (1) When there are several users of the electricity distribution networks (within the meaning of these General Terms and Conditions) in the same property, the notifications and documents associated with the transmission can be delivered to one of these persons, whereby the other remaining users shall be considered to have been notified as well.

(2) Any documents, including notices, notifications, etc. associated with these General Terms and Conditions, shall be exchanged by regular mail addressed to the address of E.ON Bulgaria Grid AD as specified in the General Terms and Conditions and to the administrative address of the site specified in the user's application for transmission of electricity, with the exception of the notices, notifications, prior notifications and other documents that must be made through the mass media according to the requirements of these General Terms and Conditions.

(3) In the case of a change in the mailing address, the user shall be obligated to notify E.ON Bulgaria Grid AD of its new address within 7 days of the change. If the user fails to comply with this obligation, all the notifications sent to the user's address previously given to E.ON Bulgaria Grid AD shall be deemed to have been duly served on the user.

### PROOF OF IDENTITY TO BE PRODUCED BY THE REPRESENTATIVES OF E.ON BULGARIA GRID AD

**Article 59.** The persons to whom E.ON Bulgaria Grid AD assigned the implementation of activities under these General Terms and Conditions must produce proof of their identity, on every occasion, in the form of a personal official badge with a photograph on it.

### TIME FOR PROVIDING ACCESS

**Article 60.** In the cases when, by virtue of these General Terms and Conditions, the users are obligated to provide access to the staff of E.ON Bulgaria Grid AD to the property, to the boundary of which electricity is transmitted, the access must be provided in the time period from 08:00 a.m. to 08:00 p.m. (20:00), whereas in the cases that require repairs of breakdowns – from 00:00 to 24:00.

### WRITTEN STATEMENTS OF ASCERTAINMENT

**Article 61.** (1) In the cases when, by virtue of these General Terms and Conditions, a written statement of ascertainment is drawn up, it shall be signed by the representative of E.ON Bulgaria Grid AD and by the user or by a person authorized by the user.

(2) If the user is absent and/or refuses to sign the written statement of ascertainment, the written statement of ascertainment shall be signed by one witness who is not an employee of E.ON Bulgaria Grid AD.

### PRICES FOR ADDITIONAL SERVICES

**Article 62.** The prices for the additional services provided by E.ON Bulgaria Grid AD shall be determined by E.ON Bulgaria Grid AD and shall be posted on the web page and in the Customer

GENERAL TERMS AND CONDITIONS  
OF THE CONTRACTS FOR TRANSMISSION  
OF ELECTRICITY VIA THE ELECTRICITY  
DISTRIBUTION NETWORKS OF  
E.ON Bulgaria Grid AD

Service Centers at least 14 (fourteen) days prior to their entry into effect.

DISPUTE RESOLUTION

**Article 63.** (1) The disputes between E.ON Bulgaria Grid AD and the users shall be resolved by means of negotiations.

(2) Each user shall have the right to file a complaint against actions of E.ON Bulgaria Grid AD and this complaint must be examined and replied to within 30 (thirty) days of the date of its receipt.

(3) If the dispute is not settled according to the above procedure, the case can be referred for resolution by the competent court.

EFFECT OF THE GENERAL TERMS AND CONDITIONS

**Article 64.** (1) E.ON Bulgaria Grid AD shall publish the General Terms and Conditions approved by the SEWRC at least in one national daily newspaper and one local daily newspaper, on the web page of E.ON Bulgaria Grid AD and in a prominent place in the Customer Service Centres. They shall enter into effect 30 (thirty) days after their initial publication, without any explicit written acceptance being needed from the users who/which purchase electricity from the end supplier.

(2) E.ON Bulgaria Grid AD shall be obligated to provide a copy of the General Terms and Conditions to every new user and to the other users - upon request.

(3) The provision of Article 40 (a) enters into force as of 01.01.2008 under the condition that the meter reading of the electricity consumed is performed on an interval longer than one month.

AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

**Article 65.** (1) The amendments to these General Terms and Conditions shall be made according to the same procedure as the procedure of their entry into effect.

(2) The draft proposals for amendments of the General Terms and Conditions shall be subjected to a public discussion and shall be announced to the users by E.ON Bulgaria Grid AD in an appropriate manner.

(3) In the cases of changes in the legislation, the provision of these General Terms and Conditions which are in conflict with the changes in the legislation shall be superseded by the imperative provisions of the law.

(4) If one or more of the articles of these GTCs are or as consecutively become null, this will not lead to voidance of the whole GTCs. The parties will substitute the null articles with new effective clauses which are closest to the spirit and sense of the actual ones.

These General Terms and Conditions were adopted on the grounds of Article 98b of the Energy Act and were endorsed by the Managing Board of E.ON Bulgaria Grid AD by virtue of Minutes № 14 from 27.06.2007 and were approved by the SEWRC Decision OY- 060 / 07.11.2007. Amended and supplemented by the SWERC Decision OY – 004/ 06.04.2009.