

GENERAL TERMS AND CONDITIONS OF ELECTRICITY SUPPLY AGREEMENTS OF EVN MAKEDONIJA ELEKTROSNABDUVANJE DOOEL SKOPJE

1. SUBJECT

1.1. The general terms and conditions of Electricity Supply Agreements of EVN Makedonija Elektrosnabduvanje DOOEL Skopje (hereinafter, the "General Terms and Conditions") define the conditions for sale and purchase or delivery and acceptance of any delivered or agreed amounts of electricity at the metering points specified in the Electricity Supply Agreement (hereinafter, the "Supply Agreement"), the rights and obligations of EVN Makedonija Elektrosnabduvanje DOOEL Skopje as an electricity supplier (hereinafter, the "Supplier") and the rights and obligations of the consumer deciding to be supplied with electricity from the Supplier (hereinafter, the "Consumer").

1.2. The provisions of these General Terms and Conditions shall be an integral part of the Supply Agreement and binding on both Contracting Parties. If the issues regulated by these General Terms and Conditions are otherwise regulated by the Supply Agreement, the provisions of the Supply Agreement shall apply.

1.3. If any relations between the Consumer and the Supplier are not regulated by the General Terms and Conditions or the Supply Agreement, the provisions of the Energy Law, the Electricity Supply Rules, the Law on Obligations and other regulations shall apply accordingly in the relations between the Supplier and the Consumer.

1.4. These General Terms and Conditions shall be applicable to any Consumers meeting the requirements for market participation, including the qualified Consumers participating independently in the market.

1.5. These General Terms and Conditions are published on the Supplier's website (www.snabduvanje.mk).

2. TERMS

Certain terms used in these General Terms and Conditions and the Supply Agreement shall have the following meanings:

1. **Calculation Period** shall mean a time period to which the billing of electricity and power consumption refers;
2. **Supply Start Date** shall mean the date when the Consumer starts using electricity from the metering point where EVN Makedonija Elektrosnabduvanje is registered as a supplier for such metering point;
3. **Electricity Consumer (Consumer)** shall mean any entity using the electricity purchased for its own purpose;
4. **Relevant System Operator** shall mean any entity that owns or manages the energy transmission system (TSO) or the distribution system (DSO) through which electricity is delivered to the metering point;
5. **Electricity Supply** shall mean the sale of electricity to the Consumer;
6. **Electricity Supplier (Supplier)** shall mean any license holder that supplies electricity to Consumers and is allowed to trade in electricity;
7. **Electricity Supply Agreement (Supply Agreement)** shall mean an agreement by which the Supplier undertakes to deliver to the Consumer at the metering point the agreed electricity quantities of prescribed or agreed quality, and the Consumer undertakes to pay the Supplier for the delivered electricity according to the measurements performed by the System Operator to which the Consumer is connected, at an agreed price;
8. **Reference Quantity** shall mean the amount of electricity agreed between the Parties and defined in the Supply Agreement and it is the amount of electricity estimated on the basis of historical data of the System Operator supplying electricity to the Consumer and the information provided by the Consumer regarding the electricity consumption planned for the period for which the Supply Agreement was concluded;
9. **Electricity Amounts Delivered** shall mean any quantity that is actually measured at the metering points subject of the Supply Agreement, in accordance with the data read by the Relevant System Operator;
10. **Delivery Period** shall mean the period commencing on the Supply Start Date and ending on the Delivery End Date as set out in the Supply Agreement;
11. **Electricity Delivery Metering Point** shall mean any place where electricity is delivered to the Consumer;
12. **Contracting Party** shall mean either the Consumer or the Supplier and **Contracting Parties** shall mean both the Consumer and the Supplier;
13. **KAM** shall mean Key Account Manager or the contact person at the Supplier.

All definitions used in the Energy Law shall have the same meaning in these General Terms and Conditions.

3. ELECTRICITY SUPPLY AGREEMENT

3.1. The Supply Agreement shall be concluded in writing or the Agreement shall be deemed to have been concluded at the moment when the offeror (Supplier) receives the Offeree's (Consumer's) Statement of Acceptance.

3.2. By accepting the Offer, the Consumer shall also accept that the Supplier will procure the Reference Quantity of electricity according to the prices in the Offer.

4. METERING POINTS, USER CHANGE

4.1. The metering points through which the Supplier supplies the Consumer with electricity shall be identified in the Metering Point List provided as an Appendix to the Supply Agreement.

4.2. The Consumer must immediately inform the Supplier of any addition or deletion of metering points through which the Consumer is supplied. Any change to the Metering Point List provided as an Appendix to the Supply Agreement shall be made on the basis of a request submitted by the Consumer, mutual consent by both Contracting Parties and the Relevant System Operator. The request submitted by the Consumer shall contain data and documentation regarding the measuring point to be additionally registered or deregistered. The new Metering Point List shall become an integral part of the Supply Agreement without simultaneously changing the Supply Agreement.

4.3. Registration of metering points with the Relevant System Operator shall be performed by the Supplier based on a form defined by the Relevant System Operator and documentation and proof of ownership or right to the metering points' use provided by the Consumer.

4.4. The Consumer shall be responsible for: legality and accuracy of the documentation submitted for registration or deregistration of any metering point with the Relevant System Operator; change of Supplier; and timely registration of such change. If the Relevant System Operator refuses the change of Supplier, or a dispute arises due to any deficiencies in the documentation submitted, or the change cannot be implemented due to the expiration of time, the Consumer shall bear the legal consequences thereof.

5. MEASUREMENT AND QUANTITIES OF ELECTRICITY DELIVERED

5.1. The amounts of electricity delivered by the Supplier shall be measured by measuring devices owned by the Relevant System Operator.

5.2. The Consumer shall pay based on electricity amounts delivered thereto. Electricity Amounts Delivered shall mean the electricity quantity in kWh measured at the metering points subject of this Agreement, according to the measurement data provided by the Relevant System Operator.

6. PRICES

6.1. Electricity prices shall be net prices with the exception of:

- Fee for electricity market use;
- Fee for the use of transmission and distribution networks;
- Fee for the use of energy produced by preferential electricity producers;
- Taxes, fees and other charges defined by law or by competent authorities' regulations.

6.2. Any additional electricity costs specified as in Article 6.1 shall be shown separately in the invoice issued by the Supplier.

6.3. The Supply Agreement shall regulate whether the Supplier will include the Consumer in its balance group, i.e., who shall be responsible for consumption balancing and market operator's forecasting and reporting defined in the Electricity System Balancing Rules.

6.4. If the Consumer is included in the Supplier's balance group, the Consumer's participation in the balance group shall start no later than the electricity delivery commencement. The Consumer agrees to hand over and provide the data required for balance management in accordance with the relevant market rules.

6.5. The Consumer shall support the Supplier in its planning. In relation to any variations planned in electricity consumption as a result of holidays, annual leave use, overhauls, (partial) closure or expansion of operations, etc., the Consumer shall notify the Supplier in writing or by phoning KAM at least two days before the occurrence of such change. The Consumer shall immediately notify the Supplier of any unplanned outages or surpluses by e-mail.

7. SECURITY OF SUPPLIER CLAIMS

7.1. If the Consumer has any unpaid obligations under the Supply Agreement, the Supplier shall have the right to request an instrument to secure its claim. The security instrument and conditions shall be determined by an Annex / Agreement between the Parties to the Supply Agreement.

8. SUPPLIER'S OBLIGATIONS

8.1. The Supplier shall deliver electricity to each metering point during the delivery period, provided that the Supplier shall not be liable to the Consumer for any interruption in the electricity supply caused by any act or omission of the Relevant System Operator.

8.2. The Supplier shall comply with the obligations set forth in the Energy Law, other laws and regulations, the Supply Rules and the Supply Agreement.

9. CONSUMER'S OBLIGATIONS

9.1. The Consumer shall comply with the obligations set forth in the Energy Law, other laws and regulations, the Supply Rules, the Supply Agreement and these General Terms and Conditions, and be particularly responsible to:

- 1) Timely and fully pay the invoices issued by the Supplier in the manner specified in the Supply Agreement;
- 2) Promptly notify the Supplier of Consumer's decision to extend or terminate the current Supply Agreement;
- 3) Promptly provide the Supplier with Consumer's contact details (company name / first and last name / user name, address / registered office, registration / tax number, identification document number, telephone, fax, e-mail) and within 30 days, notify the Supplier of any changes thereof;
- 4) Promptly notify the Supplier of Consumer's decision to change the Supplier.

9.2. The Consumer shall ensure that:

- 1) The Consumer has full legal right, power and authority to enter into contractual obligations with the Supplier and to perform, deliver and fulfill all of its obligations under the Supply Agreement;
- 2) Any metering point is equipped with metering equipment that complies with the law;
- 3) The Consumer will not damage or obstruct or allow any tampering with the metering equipment and will immediately notify the Supplier and the Relevant System Operator if the Consumer believes or has reason to believe that such damage or tampering has occurred.

10. RIGHTS AND OBLIGATIONS OF BOTH THE CONSUMER AND THE SUPPLIER IN CASE THE CONSUMER CANCELS THE OFFER ACCEPTED, OR IF AFTER ACCEPTING THE OFFER, THE CONSUMER DOES NOT SIGN THE AGREEMENT

10.1. If the Consumer cancels the Offer accepted and does not sign the Agreement without any reason or does not cancel the Offer but does not sign the Agreement, then, in case of Agreement termination, the other Party shall be entitled to compensation, which shall be the difference in the price of the average prices of the products available at the Hungarian Derivative Energy Exchange (hereinafter, the HUDX) for the supply period valid as at the date of acceptance of the Offer and the average prices of the products available at the HUDX for the remaining supply period given in the Offer, multiplied by the sum between the amount of electricity delivered in the month preceding the month in which the Offer was cancelled/the Agreement was terminated, and the number of months remaining until the end of delivery specified in the Offer.

11. INFORMATION EXCHANGE

11.1. Notifications to the Consumer can be made through the electricity supply invoice, by e-mail, regular mail, the Supplier's website.

11.2. Any written notification regarding any information change, request for user change, form for registration/deregistration of a metering point, cancellation/termination of Agreement, grievances and complaints, shall be submitted by the Consumer to the Supplier by e-mail, to the official e-mail address: snabduvanje-info@evn.mk or the Supplier's website.

The Supplier shall provide its written notifications to the Consumer from the following e-mail address: elektrosnabduvanje@evn.mk

11.3. If either Contracting Party changes its contact information, it shall immediately notify the other Party thereof. If either Contracting Party defaults, both Contracting Parties agree that any notifications delivered to the other Contracting Party's last communication address shall be deemed received and valid.

11.4. Notifications shall be considered received:

- If delivered by hand, as at the delivery date, if it is a business day for the recipient. Delivery shall be confirmed by the recipient's stamp of acceptance;
- If sent as registered mail, as at the date of recipient's confirmation of the notification receipt;
- If sent by e-mail to the e-mail address used for communication between the Parties:
 - If the notification is sent between 09:00 and 17:00 hours on a business day (in the recipient's time zone), on the same day; or
 - If the notification is transmitted at any other time after 17:00 h, then at 9:00 h on the first business day thereafter (in the recipient's time zone);
- If the notification is sent by EMS or any other express mail, on the day when such mail is delivered to the recipient.

12. MODIFICATION OF GENERAL TERMS AND CONDITIONS

12.1. Provisions of the General Terms and Conditions shall apply to any Agreements concluded during the validity period thereof.

If during the validity period of Electricity Supply Agreements, the General Terms and Conditions are changed one or more times, the General Terms and Conditions valid during the period of Agreement conclusion shall apply until the expiration of such Agreement, unless otherwise regulated by way of an Annex to such Agreement by the Contracting Parties.

13. FORCE MAJEURE

13.1. Neither Party shall be held liable for any failure to fulfill its contractual obligations, if such Party is prevented from fulfilling its delivery or acceptance obligations in a situation where the causes of such failure include events or conditions that at the time of their occurrence were beyond such Party's control and could not be foreseen, avoided or overcome despite taking all reasonable efforts.

13.2. The defaulting Contracting Party may request to be released from its default liability as in Article 12.1, if such default was caused by any of the following:

- 1) Natural disasters of great intensity, such as earthquakes, floods, landslides, droughts, volcanic eruptions, hurricane winds, snow drifts, heavy rainfall, damage or destruction caused by lightning strikes, epidemics or similar natural events;
- 2) Fire or explosions causing damage or destruction or blockage to any equipment, machines and/or installations, including energy, telecommunications or transport infrastructure, in the electricity supply chain;
- 3) War or martial law, emergency declared by law, mobilization, invasion, armed conflict or serious threat thereof (including any enemy attack or blockade), hostilities and similar situations;
- 4) Civil war, rebellion, insurrection, revolution, military coup, coup, acts of terrorism, sabotage, civil unrest, mass violence, civil disobedience, etc.;
- 5) Activities of government bodies, regardless of whether they were undertaken or not undertaken in accordance with law, i.e., a request for compliance with the law or another regulation imposing the Contracting Party's company nationalization or asset expropriation, or implementation of company's closure;
- 6) Outage of any production, transmission or distribution facility;
- 7) Strikes, boycotts or occupation of plants by employees;
- 8) Energy crisis declaration under the Energy Law, etc.

13.3. The Contracting Party experiencing an emergency shall, on the same day or no later than the day following such emergency, notify the other Contracting Party in writing and as soon as possible provide a non-binding estimation of the extent and expected duration of such emergency and it shall, during such emergency, provide the other Party with updated information thereof. The Contracting Party shall make all reasonable efforts to mitigate or limit the consequences arising from the events or conditions it calls upon.

13.4. In this case, both Contracting Parties shall be released from their default liability regarding any contractual obligation or compensation for damages caused as a result of force majeure.

14. FINAL PROVISIONS

14.1. If at any time, any provision of the Supply Agreement, its integral parts or the General Terms and Conditions, is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions thereof shall not be affected or impaired. The Contracting Parties shall replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision as close as possible to the invalid provision in terms of its economic significance.

14.2. The terms and conditions set forth in the Supply Agreement shall be deemed confidential and neither Contracting Party shall disclose such information to any third parties.

15. DISPUTE RESOLUTION, APPLICABLE LAW

15.1. Any disputes between the Supplier and the Consumer shall be resolved through negotiations between the Contracting Parties. If no agreement is reached, then the dispute shall be referred to the Skopje Basic Civil Court.

15.2. Any reference to a court proceedings dispute shall not constitute a reason for non-fulfillment of any other obligations as in the Supply Agreement and these General Terms and Conditions.

15.3. Macedonian legislation shall apply to anything not provided for in the Supply Agreement and these General Terms and Conditions.

16. PERSONAL DATA PROTECTION AND CONFIDENTIALITY

16.1. The Consumer agrees that the Supplier shall collect, process and store the following personal data: first and last name, PIN, user address and contact details required for Agreement execution. The Consumer shall, at any time, have the right to receive information from the Supplier on all Consumer's personal data processed by the Supplier, as well as the purposes and method of processing such data. The Consumer shall update its personal data it has with the Supplier within 30 days as of the change thereof, otherwise the data already provided shall be applied.

16.2. The Supplier shall take any technical and organizational measures to protect the Consumer's personal data in accordance with the Law on Personal Data Protection. The Supplier may transfer the Consumer's personal data to the EU countries in accordance with the company's technical and organizational measures. If there is a violation of the Consumer's personal data, the Consumer shall be notified thereof within the legally stipulated period.

16.3. The Consumer can obtain all information on its personal data processing at licnipodatoci@evn.mk

16.4 Each Party undertakes that during the term of the Supply Agreement and for a period of two years after its termination, except as allowed by Art. 15.5, it shall not disclose to any person any Confidential Information relating to the terms of the Supply Agreement and any information provided in connection with the Supply Agreement.

16.5 Either Party may disclose the other Party's Confidential Information:

- (a) To its employees, officers, representatives or advisers who need to know such information for the purpose of exercising such Party's rights or performing such Party's obligations pursuant to or in connection with the Supply Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Section 16;
- (b) As required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) Upon prior written consent obtained from the other Party.

Supplier

EVN Makedonija Elektrosnabduvanje DOOEL Skopje