



### CONTRACT FOR POWER SUPPLY FOR NON-HOUSEHOLD CUSTOMERS

This contract is signed by Kosovo Electricity Supply Company J.S.C. (KESCO) from now on "Supplier")

with address: \_\_\_\_\_ That is represented by official person:

\_\_\_\_\_ And "Customer" with following information:

Full Name of Customer Business:	
Name and Surname of Authorized Representative of Customer (Owner, Managing Director etc.):	
ID Card No of customer representative	
Customer's Service Address: (number of premise/house/apartment, street name, city/village):	
Billing Address: (if different from services address) (number of premise/house/apartment, street name, city/village):	
Type of Business:	
Number of Business Registration:	
Phone number	
E-mail address:	
Tariff group	
Customer's number at KESCO Supply: (if is an existing customer)	
Voltage Level: Maximal Capacity (kW):	
<u>Bank account information</u> Name of the Bank: Account Number:	

#### 1 B - SUPPLY CONDITIONS

##### General terms and conditions

This Contract defines the terms and conditions for the supply and purchase of power as between the Supplier and Customer. Pursuant to the laws of Kosovo, the Supplier is subject to regulation by the Energy Regulatory Office (ERO) of Kosovo in connection with the conditions of energy supply, tariffs charged, dispute settlement procedures, and other customer related issues. The Supplier and Customer are therefore subject to the rules and procedures adopted or approved by the ERO, to include (but not limited to):

Rule on General Conditions of Energy Supply.

Rule on Disconnection and Reconnection of Customers in Energy Sector of Kosovo (Rule on Disconnections)

Rule on Dispute Settlement Procedures

Current Schedule of Tariffs

The rules and procedures approved or adopted by the ERO are deemed to form and be read and construed as part of this Contract and are available upon request at the Supplier's Customer Offices or by reviewing the websites of the Supplier or ERO.

#### **RIGHTS AND OBLIGATIONS OF THE CUSTOMER:**

The Customer shall:

Be supplied as specified in this Contract for power supply and the connection agreement (if applicable).

Use the power in compliance with this Contract.

To eliminate and refrain from any unauthorized usage of power, damage to the meter or metering equipment.

Refrain from distributing electricity to a location other than the service address.

Refrain from selling electricity to another person or entity.

Pay the bills for all energy consumed, whether or not the consumed energy passes through the Customer's meter, according to the applicable tariffs.

Immediately inform the Supplier in case of any changes to the customer name, address, telephone number, or bank account number.

Respect all rules and procedures approved or adopted by ERO, in particular the provisions of the Rule on General Conditions of Energy Supply and the Rule on Disconnection and Reconnection of Customers in Energy Sector of Kosovo

Provide a metering location acceptable to the Supplier to measure the electricity.

#### **RIGHTS AND OBLIGATIONS OF THE SUPPLIER:**

The Supplier shall:

Use its best endeavors to supply the Customer with power at the agreed quantity and quality according to the terms of this Contract, subject to the resources available and conditions of the network. In this context, this Contract does not guarantee or imply an uninterrupted supply of electricity to the Customer.

Ensure the correct billing of the consumed power.

To receive payment for the billed power and other services within the timeframe specified in ERO rules and procedures.

To provide 24 hours advance warning to the Customer of any planned interruptions to the power supply in accordance with ERO guidelines.

Use its best efforts to keep the Customer informed of any unplanned/emergency outages, to include the anticipated duration of such outages.

To restore the power supply to the Customer as soon as possible after any interruption.

To gather and monitor the data relevant to the Customer's power consumption.

#### **TARIFFS FOR POWER SUPPLIED**

The tariffs are regulated and approved by the Energy Regulator's Office.

The Customer's bill will be calculated by the Supplier based on monthly meter readings and the approved tariff. The Customer will be informed of any adjustment in the price or tariffs, in accordance with ERO rules and procedures. . In this context, Tariff information is available at all Supplier Customer Offices or on the web sites of the Supplier and the ERO.

#### **INTERRUPTIONS TO THE SUPPLY OF POWER**

The Supplier shall not be responsible for any outages caused by events or acts that are beyond its reasonable control , including, but not limited to: acts of God, lightning, fire, storm, flood, earthquake, drought, accumulation of snow or ice, lack of water arising from weather or environmental problems or any fault, failure or interruption in the transmission system.

#### **TERMINATION OF THE CONTRACT**

The Customer may terminate this Contract at any time without cause, subject to:

Providing 3 (three) days written notice to the Customer Services Department of the Supplier; and

Fulfilling all contractual obligations up to and including, the date of termination, particularly the payment of any outstanding bills

6.2 The Supplier may also terminate this Contract in accordance with the Rule on General Conditions of Energy Supply and Rule on Disconnections and any other rules or procedures approved or adopted by ERO.

**CUSTOMER COMPLAINTS AND GRIEVANCES**

If the Customer has any questions, comments, or complaints regarding the implementation of this Contract and/or the quality of the service they are receiving under its terms, they should contact the Supplier’s Customer Services Department, who can be contacted at the Supplier’s Customer offices or by telephone through the Supplier’s Customer Call Center, or by Post.

All Customer complaints, claims or grievances relating to, or arising from, this Contract will be settled in accordance with the Rule on Dispute Settlement Procedures and the Supplier’s internal procedures, as approved by ERO.

**DATA RETENTION**

The Supplier retains the detailed information supplied by the Customer in this Contract for the purpose of implementing its terms, administering the Customer’s account and for exercising its rights or as required by law. Further, the Supplier may retain the Customer’s data after the termination of this Contract.

**EFFECTIVE DATE**

This Contract comes into effect on the date that the last of the Supplier or Customer signs this document.

Date of commencing the electricity supply: \_\_\_\_\_

Signature of Customer Authorized Representative:	
Name and Surname of Customer Authorized Representative.(please write with clear capital letters):	
Name of Legal Person (Business) (please write with clear capital letters):	
Date:	
For and in behalf of KESCO:	
Name of the KESCO employees and number:	
Date:	