

**Contract no. \_\_\_\_\_ / \_\_\_\_\_**  
**supply of natural gas to domestic consumers**

**Chişinău**

SRL "Boglight Invest" represented in the person of director Raimondo Bogleş, who acts on the basis of the company's Statute, as a supplier of natural gas, hereinafter referred to as the "Supplier", on the one hand and Mr/Ms, \_\_\_\_\_ IDNP \_\_\_\_\_ hereinafter referred to Household consumer, on the other hand, have concluded this Agreement regarding the following:

**I. GENERAL DATA**

1. Place of consumption \_\_\_\_\_  
(city, street, number, block, staircase, floor, apartment)  
holding the document certifying the right of ownership \_\_\_\_\_  
no. \_\_\_\_\_, lease agreement no. \_\_\_\_\_ (other documents provided for by law).

**II. SUBJECT OF THE CONTRACT**

2. The object of the Contract is the supply of natural gas at the place(s) of consumption, as well as the regulation of relations between the Supplier and the domestic Consumer regarding the supply, invoicing and payment of natural gas.

3. The natural gas supply contract is concluded for a duration of \_\_\_\_\_  
(indeterminate or determined at the request of the domestic consumer), is drawn up in two copies, one for each party and enters into force on the date of its signature by both parties.

**III. PAYMENT TERMS OF NATURAL GAS CONSUMPTION**

4. The natural gas consumed is invoiced at the price negotiated by the Supplier and the domestic Consumer established each month separately depending on the volume required for the domestic Consumer, according to Annex no. 1 to the Contract.

5. Payment for the supplied natural gas is made monthly in lei in the terms and methods indicated in the payment invoice, including by bank transfer to the Supplier's settlement account.

6. The payment is considered to have been made from the date of receipt of the sums of money to the Supplier's settlement account.

#### IV. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

**7.** The supplier has the right:

a) to have access to the measuring equipment, regardless of its location;

b) to request the distribution system operator (OSD) \_\_\_\_\_

(name of the distribution system operator)

to disconnect the natural gas installations of the domestic Consumer, in the cases provided for in point 14 of the contract;

c) to include the amount caused by invoicing errors, which are against the Supplier, in the payment for the next month. The supplier is not entitled to collect the payment due to the issuance of an invoicing error if the fact of issuing an invoice with invoicing errors was detected after the expiration of the prescription period, established by the Civil Code of the Republic of Moldova or in the event that it does not prove the fact in question;

d) to recalculate the volume of natural gas consumed, applying the flat rate system, in accordance with the Supply Regulation

of natural gas in the event that the consumption of natural gas is documented by bypassing the measuring equipment, by distorting its indications or by other means of consumption not recorded by the measuring equipment, by the Household Consumer, which led to the non-registration or incomplete recording of the volume of natural gas consumed.

e) to request preventive payment for the consumption of natural gas from the Household Consumer in the following cases:

- when the natural gas installations of the Domestic Consumer were disconnected from the natural gas network for non-payment of the payment invoice, the unmotivated refusal of the Domestic Consumer to grant access to the system operator's personnel to the place of consumption;

- the natural gas supply contract is concluded on the basis of another real right, other than ownership;

- in the situation where the building that is the object of the place of consumption is mortgaged, seized or the rights over it constitute

subject of litigation in court.

**8.** The supplier is obliged:

a) to start supplying natural gas after connecting the natural gas installations to the natural gas distribution network;

b) to supply the domestic Consumer with natural gas at the quality parameters established in the quality standards approved by

the national standardization body, including:

- Lower calorific value, MJ/m<sup>3</sup> (kcal/m<sup>3</sup>), at 20 °C and 101.325 kPa, not less than 31.8 (7600)

- Range of Wobbe index values (upper), MJ/m<sup>3</sup> (kcal/m<sup>3</sup>) 41.2-54.5 (9850-13000)

- The permissible deviation of the Wobbe index from the nominal value, %, not greater than  $\pm 5$
  - Mass concentration of hydrogen sulphide, g/m<sup>3</sup>, no higher than 0.02
  - Mass concentration of mercaptan sulphur, g/m<sup>3</sup>, no higher than 0.036
  - Volume fraction of oxygen, %, not greater than 1.0
  - The mass of mechanical impurities in 1 m<sup>3</sup>, g, not greater than 0.001 to ensure the continuous supply of natural gas until it exits the safety valve(s), continuously and at the pressure established by the technical norms in force;
- c) to present monthly to the Household Consumer the payment invoice for the natural gas consumed, indicating the payment deadline in the invoice. The payment invoice is issued at least 10 calendar days before the deadline for its payment. The volume of natural gas billed is established by monthly reading of the indications of the measuring equipment by the OSD staff, and in the absence of the measuring equipment at the Home Consumer, by calculation, based on the rules in force;
- d) to recalculate the payment for natural gas consumed in the cases documented by the Household Consumer and provided for by the legislation;
- e) to present, at the request of the Household Consumer, the information regarding the quality parameters of the natural gas supplied, the consumption history, the payments and penalties calculated and paid provided by the Contract;
- f) to ensure the restoration of the natural gas supply within 2 working days after the removal of the reasons that led to the disconnection and the payment of the tariff for reconnection by the domestic Consumer;
- g) to request OSD to cancel the measure of disconnection of the natural gas installations of the domestic Consumer, on the day on which he presented to the Supplier the confirmatory documents about the payment of the invoice;
- h) to return the debts owed to the Household Consumer, until the termination of the Natural Gas Supply Contract;
- i) to repair the damage caused to the Household Consumer in case of non-compliance with the contractual clauses, according to the conditions provided by the legislation in force.

## **V. THE RIGHTS AND OBLIGATIONS OF THE HOUSEHOLD CONSUMER**

**9.** The household consumer has the right:

- a) to consume natural gas in accordance with the provisions of the Contract;
- b) to the continuous and reliable supply of natural gas, until it exits the safety valve(s) at the quality parameters established in the quality standards approved by the national standardization body;
- c) to ask the Supplier to repair the damage (material and moral) caused as a result of violating the provisions of the Contract or the legislation;
- d) to have access to the measuring equipment, which records his consumption of natural gas, regardless of the location;

- e) request the Supplier to suspend, extend or terminate the Natural Gas Supply Contract unilaterally and free of charge;
- f) request the Supplier to temporarily suspend the supply of natural gas;
- g) to request from the Supplier information regarding the quality parameters of the natural gas supplied, consumption history, payments and penalties paid and calculated if the latter are provided for in the Contract;
- h) to request the Supplier to undertake appropriate measures for the removal by the OSD of disturbances in the natural gas networks and in case of improper operation of the measuring equipment;
- i) to be present at the reading, metrological verification and extrajudicial examination of the measuring equipment.

**10. The household consumer is obliged:**

- a) to pay in full the payment for natural gas consumption and the penalties stipulated in the contract within the terms established and indicated in the invoice;
- b) to comply with the Safety Rules regarding the use of gases;
- c) use natural gas rationally, harmlessly, efficiently and without fraud;
- d) not to connect the installations of other final consumers to its natural gas installations;
- e) to keep intact the measuring equipment and the seals applied to it;
- f) to immediately notify the system operator/supplier in case of detecting malfunctions in the operation of the measuring equipment or violation of the seals;
- g) to be present at the control of the natural gas measuring equipment;
- h) not to consume natural gas by bypassing the measuring equipment, by distorting its indications or by other means of consumption not recorded by the measuring equipment;
- i) to keep intact the measuring equipment, the seals applied to the measuring equipment and other devices and installations installed by OSD at the Household Consumer, as well as to refrain from any actions that lead to non-registration or incomplete registration of natural gas consumption, and to do not influence the measuring equipment with different technical means in order to distort the results of the measurement of the volumes of natural gas consumed;
- j) in the case of the lack of measuring equipment, to inform the Supplier in writing, within 3 working days, about the modification of the heating surface, the change in the number of tenants, which are factors that influence the consumption of natural gas. The recalculation of the payment for the natural gas consumed will be carried out from the moment the mentioned changes occur;
- k) not to allow and not to carry out changes or connections of new user devices, outside the design, to the existing installation, without the preliminary consent of the OSD;
- l) to carry out the repair of defects in its natural gas installations, through specialized units or persons authorized to carry out such works;
- m) to request the termination of the Contract in case of alienation of his property or if he does not require natural gas and to pay the Supplier in full the payment of the natural gas consumed and the invoiced penalties provided for in the Contract, if the latter are provided for in the Contract;

n) to comply with the provisions of the concluded natural gas supply contract, the provisions of the Law on natural gas, the Regulation on connection to natural gas networks and the provision of natural gas transport and distribution services and other regulatory acts;

o) to ensure the access of the OSD staff for the control and reading of the indications of the measuring equipment, as well as for the control, servicing and repair of the natural gas installations belonging to the system operator and located on the property of the final consumer;

p) to request OSD the conditions for separating the record of natural gas consumed for purposes other than those indicated in the Natural Gas Supply Contract, under the terms of the Regulation on connection to natural gas networks and the provision of natural gas transport and distribution services.

**11.** Natural gas is used through the devices included in the OSD database. The protocol for commissioning the measuring equipment is drawn up by the OSD and signed by the household consumer and the OSD.

## **VI. RESPONSIBILITY OF THE PARTIES**

**12.** The Supplier is liable for non-fulfillment of the obligations assumed towards the Household Consumer according to the provisions of the Contract and the legislation in force.

**13.** The household consumer bears the responsibility provided by the Contract and the legislation in force, including in cases where:

a) does not pay on time the payment for the volume of natural gas consumed;

b) the violation of the obligations provided for in point 10, letter h) by the household consumer.

## **VII. DISCONNECTION FROM THE NETWORK**

**14.** The Supplier has the right to request the OSD to disconnect the natural gas installations of the Household Consumer from the natural gas distribution network in the following cases:

a) non-payment by the Household Consumer of the invoice for the natural gas used at the place of consumption within 10 calendar days from the payment deadline, indicated in the payment invoice presented to the Household Consumer;

b) the domestic Consumer's refusal to conclude a new natural gas supply Contract as a non-domestic consumer upon changing the destination of the residential space within 15 calendar days;

c) in case of partial use of the residential space for purposes other than domestic ones, without the installation of equipment for separate measurement of the amount of natural gas consumed in the respective part of the building;

d) expiration of the natural gas supply contract, and the domestic consumer does not request its extension;

e) the household Consumer's refusal to conclude a contract for the supply of natural gas with the Supplier of last option after taking over the final consumers by him, under the conditions of the Regulation on the supply of natural gas;

f) the household Consumer's refusal to conclude a natural gas supply contract with a Supplier after the expiration of the last option supply term with a prior notification of the consumer with 15 calendar days;

g) at the request of the Household Consumer.

**15.** The disconnection of the natural gas installations of the Household Consumer is not carried out on Fridays, Saturdays and Sundays, on non-working holidays or the day before the non-working holiday, as well as on other days after 6:00 p.m., the exception being the cases detection of unauthorized connection to natural gas networks, when unauthorized connected natural gas installations (devices) are disconnected upon detection of these cases.

Disconnection of the home consumer's installation in accordance with point 14, letter b) - f) is carried out only with the consent of the domestic Consumer. The disconnection notice is sent or handed to the household consumer at least 5 calendar days before the expected date for disconnection.

In the situations provided for in point 14, letter a), The Supplier informs the Household Consumer by means of the natural gas payment invoice, regarding the possible consequences in case of non-payment of the invoice on time.

**16.** The reconnection of the natural gas installations will be carried out after the domestic Consumer has removed the reasons for disconnection, in the shortest possible time, but no later than 2 working days from the date of payment of the reconnection tariff.

## **VIII. SPECIFIC PROVISIONS**

**17.** If the domestic Consumer wants to use natural gas for purposes other than domestic, by burning it in the appliances specified in the Contract, he will request the separate record of natural gas for these purposes and will submit a request to the Supplier, which is obliged to respond within 15 calendar days.

**18.** In case of modification by the Household Consumer of the general data indicated in the Contract (heating surface and number of tenants) in the absence of measuring equipment at the Household Consumer, the payment is calculated from the date of written notification to the Supplier or in case of non-notification by on the date of the last control, but not more than one year.

**19.** If, at the home consumer, instead of the measuring equipment, dismantled for periodic metrological verification, for expert metrological verification, for extrajudicial expertise, it is not possible to install another measuring equipment, the Supplier invoices the volume of natural gas consumed by the Household Consumer and determined by OSD, during the respective period, based on the average daily consumption of natural gas recorded by the measuring equipment during the previous similar calendar period, applying correction coefficients in case the weather conditions differ.

**20.** The Supplier and the Household Consumer are not liable for the obligations assumed if this fact is the result of force majeure circumstances.

## **IX. MODIFICATION OF CONTRACT**

**21.** Any amendment to the Contract is valid if it is made in writing, corresponds to the legislation and is signed by both contracting parties, constituting a separate annex to the Contract. If, after the conclusion of the natural gas supply contract, new normative acts enter into force or the existing ones are amended, which establish new rules for the supply, use and billing of natural gas, the contracting parties will apply the new rules, and the Supplier will notify in writing The household consumer regarding the changes made in the legislation.

## **X. SUSPENSION OF THE CONTRACT AND ITS TERMINATION**

**22.** The natural gas supply contract will be suspended for a period of time, but not less than one month, upon the written request of the domestic Consumer submitted to the Supplier at least 7 calendar days before the date of suspension. In this case, the domestic consumer is obliged to pay in full the payment for the volume of natural gas invoiced, as well as the disconnection tariff, approved by the National Agency for Energy Regulation. The contract will also be suspended by the Supplier for 30 calendar days in case of disconnection from the natural gas network of the natural gas installations of the domestic Consumer.

**23.** The contract will be terminated:

- a) at the written request of the domestic Consumer, submitted to the Supplier at least 7 calendar days before the date of termination of the natural gas supply contract;
- b) after the natural gas supply contract was suspended for a period of 30 days, as a result of the suspension of the supply of natural gas to the Household Consumer and he did not remove the causes that led to the suspension.

**24.** In case of submitting the request for termination of the natural gas supply contract, the domestic consumer is obliged to pay in full the payment for the natural gas consumed by him until the date of termination.

**25.** The termination of the Contract has the consequence of stopping the supply of natural gas, through the nearest tap from the delimitation point, until the conclusion of a new Contract.

## **XI. RESOLUTION OF DISPUTES**

**26.** Household Consumer complaints will be examined and resolved according to the legislation in force.

**27.** The parties will resolve misunderstandings and disputes arising through negotiations. If disagreements and disputes cannot be resolved through negotiations, the parties can address the National Agency for Energy Regulation or the court.

## XI. OTHER CLAUSES

**28.** The household consumer is prohibited from erecting constructions, storing materials, as well as carrying out underground works that may create obstacles, that may endanger life or that prevent the operation and maintenance of installations and gas networks, on the routes of natural gas networks natural.

**29.** The conclusion, extension, modification, suspension or termination of the natural gas supply contract is carried out by the Supplier without charging any payment from the Household Consumer.

**30.** In situations not provided for in the contract, the parties are subject to the provisions of the Regulation on the supply of natural gas and the legislation in force.

**31.** In connection with the execution of this contract, the Household Consumer benefits from rights and must perform obligations towards the OSD, in the manner and under the conditions established in Law 5 on natural gas, the Regulation on the supply of natural gas and the Regulation on connection to networks natural gas and the provision of natural gas transport and/or distribution services.

## XIII. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

### Supplier

SRL „Boglight Invest”  
MD-6801, Chişinău, Str. Stefan cel Mare, 62  
Tel: 0687 88 702  
Fiscal Code: 1023600068033  
IBAN: MD60VI022511700000352MDL  
VictoriaBank  
Email: office@boglight-gaz.md

### The household consumer

Name, surname \_\_\_\_\_  
ID, No \_\_\_\_\_  
Personal code \_\_\_\_\_  
Home address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_/ **Raimondo Bogleş**

\_\_\_\_\_/ **name, surname**