

2019 Regulation for the supply of electricity to final customers

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CHAPTER I:

General provisions

SECTION 1:

Purpose and scope

Article 1

The Regulation for the supply of electricity to final customers, hereinafter referred to as the *Regulation*, lays down the regulatory framework for carrying out the activity of supplying electricity to final customers' consumption facilities.

Article 2

This Regulation shall apply to electricity final customers, suppliers and network operators in order to ensure the necessary conditions for the supply of electricity to final customers.

SECTION 2:

Definitions and abbreviations

Article 3

(1) The abbreviations used in this Regulation shall have the following meanings:

- a) *ANRE* — National Energy Regulatory Authority;
- b) *Fui* — supplier of last resort,
- c) *Or* — network operator;
- d) *TSO* — transmission system operator;
- e) *Pre* — Balancing Responsible Party;
- f) *Sen* — the national electricity system;
- g) *SMI* — intelligent electricity measurement system;
- h) *VAT* — value added tax.

(2) For the purposes of this Regulation, the following terms shall have the following meanings:

- a) *non-household final customer* - final customer who buys electricity for his own use, other than household use, this includes producers, suppliers or network operators purchasing electricity for their own use;
- b) *network contract* - contract for the provision of the electricity distribution service and/or contract for the provision of the transmission service,
- c) *reading interval* - time interval between two consecutive readings of the measurement group indications for determining the electric energy consumption corresponding to that range,
- d) *billing period* — the time period for which the invoice is issued, based on the electricity supplied during that time period and, where applicable, on the basis of other quantities used for billing purposes, in accordance with the specific regulations.

(3) The terms defined in paragraph (2) shall be supplemented by those defined in Law No 123/2012 on electricity <https://sintact.ro/%23/dokument/16926802?cm=DOCUMENT> and natural gas, as amended, Law No

220/2008 establishing the system for promoting the production of energy from renewable energy sources, republished, as amended, and those defined in the specific regulations approved by ANRE.

CHAPTER II:

Retail electricity market

SECTION 1:

Classification of final customers

Article 4

On the retail electricity market, final customers purchase electricity for their own consumption and, where applicable, for the consumption of final customers connected to their demand facilities.

Article 5

- (1) Depending on the scope of use of the electricity consumed, final customers are divided into two categories:
 - a) household customers;
 - b) non-household end-customers.
- (2) Depending on the number of places of consumption, a final customer may have:
 - a) a single contract for the supply of electricity with one or more consumption facilities;
 - b) several electricity supply contracts.
- (3) Depending on the power approved by technical advice on connection or, where available, through the connection certificate, the demand facilities of non-household end-customers may be:
 - a) low-consumption places where the approved power is less than or equal to 100 kW. Correspondingly, the final customer who enters into a supply and/or network contract for a low-consumption facility is called a small non-household customer;
 - b) high-consumption places, if the approved power exceeds 100 kW. Correspondingly, the final customer who enters into a supply and/or network contract for a high-consumption facility is called a large non-household customer.

SECTION 2:

Vulnerable customer

Art. 6

- (1) A household customer shall be registered as a vulnerable customer if it meets at least one of the following conditions:
 - a) has low incomes, up to a threshold set by the state institutions responsible for social protection;
 - a) the holder of the electricity supply contract declares on his own responsibility that a person resides at the place of consumption who, for health reasons, on the basis of documents issued by competent medical institutions/age, requires the continued supply of electricity to the dwelling.
- (2) Where a vulnerable customer fulfils all the conditions set out in paragraph (1), he shall benefit from the facilities appropriate to each category. To the extent that the relevant authorities/institutions/ability have established criteria and rules for vulnerable customers on the grounds of low income, as well as the classification of vulnerable customers on the basis of health/age, the provider must take these into account.
- (3) The electricity supplier is required to communicate to the OR within 3 working days the classification of a household customer as a vulnerable customer for health/age reasons, and the OR is required to keep records of these customers.

Art. 7

- (1) The types of facilities provided free of charge by suppliers to vulnerable customers for health/age reasons are:
 - a) access to the single point of contact and/or, where applicable, regional/local information points through specific arrangements adapted to the needs of vulnerable customers for health/age reasons;
 - b) at the request of the vulnerable customer who is the holder of the electricity supply contract, his relationship with the supplier may take place through a third person, appointed in writing by him to perform and transmit

- self-reading of the meter index, receive invoices/notifications/referrals, submit notifications/requests, etc. in the name and on behalf of the holder of the consumption site;
- c) at the request of the vulnerable customer, the transmission of commercial conditions for the supply of electricity, invoices, notifications, complaints or any information material, by electronic means, in a format that is compatible with document reading programmes.
- (2) For vulnerable customers referred to in Article 6(1)(b) RB shall take the following measures:
- a) minimise planned interruptions and notify the holder of the supply contract, either directly or through the supplier, in accordance with Article 69(3)(a);
- b) resolves as a matter of priority unplanned outages occurring in a network area where vulnerable customers are in this category;
- c) provide an additional power supply to the consumption site as soon as possible after receiving the information from the supplier regarding the classification of the customer in this category.
- (3) It shall be prohibited to disconnect vulnerable customers from the grid, including in situations of electricity crisis.

SECTION 3:

Final client dispatchable

Article 8

- (1) The final customer dispatchable is a final customer who changes its active power absorbed in response to price signals or as a result of active participation in an electricity market, directly or through aggregation, in accordance with the regulations in force.
- (2) In order to actively participate in an electricity market, the final customer dispatchable must:
- a) inform the electricity supplier thereof;
- b) have financial compensation conditions in the contract with the electricity supplier for any costs incurred by the supplier as a result of the participation of the final customer in the market, directly or through aggregation;
- c) comply with the rules of the market in which they participate;
- d) be qualified in accordance with the technical regulations in force, as appropriate.
- (3) The final customer's electricity and network supply contracts shall not contain clauses limiting or hindering the participation of the final customer dispatchable in the electricity market, directly or through aggregation.

SECTION 4:

Providers of last resort

Article 9

- (1) ANRE shall designate the FUI in accordance with the provisions of the specific regulations.
- (2) The takeover by the FUI of the consumption facilities of final customers for which the supply of electricity from any other source is not ensured, the applicable deadlines/conditions and the steps taken in the takeover process, as well as the rights and obligations of each of the parties involved in this process, shall be carried out in accordance with the provisions of the Regulation on the takeover by the obligated FUI of the consumption facilities of final customers who have not ensured the supply of electricity from any other source in force.

CHAPTER III:

Contracting electricity supply

SECTION 1:

Rules for contracting electricity supply

Article 10

In order to supply electricity, the final customer shall take the following steps:

- a) in the case of a new demand facility, the final customer shall obtain the technical approval of the connection or, as the case may be, the certificate of connection of the demand facility to the public interest electricity

network, in accordance with the provisions of the regulations in force, after which he shall address an electricity supplier and proceed in accordance with the provisions of subparagraph (b); and

c) ;

- b) in the case of an existing place of consumption, the final customer may choose one of the standard offers published by the supplier or ask the supplier for a customised, negotiable offer on commercial conditions and the price of supply, or resort to the selection of the supplier's offer through specific tendering/public procurement procedures;
- c) after the final customer has accepted the terms of supply proposed by the supplier within a maximum of 5 days from the date of submission by the final customer of the documents referred to in Article 15, the parties shall conclude the contract for the supply of electricity.

Art. 11

- (1) No later than five working days after the conclusion of the electricity supply contract with the final customer, except in the cases referred to in Article 13(2), the supplier shall communicate to the RPO the consumption site data and the characteristics of the demand facility in the electricity supply contract, and the RB shall update those data in the network contract or, where applicable, conclude a network contract, no later than 5 days after the registration of a request, accompanied by full documentation.
- (2) By way of derogation from paragraph (1), in the case of a change of electricity supplier, the deadlines for the communication of data between suppliers and RBs, as well as the deadlines for updating/concluding network contracts, shall be those laid down in the procedure for changing the energy supplier, approved by order of the President of ANRE.
- (3) The supplier shall communicate to the RB the change in the characteristics of a demand facility in the electricity supply contract concluded with the final customer for that place of consumption, no later than 5 working days after the change or, where applicable, the date from which it is aware of the change, and the RB shall update the data of the demand facility no later than 5 days after the communication.
- (4) The supply of electricity to a demand facility is ensured by the OR for the period of coexistence of the supply contract concluded by the supplier with the final customer and the network contract concluded by the supplier with the OR.
- (5) The supply contract is usually concluded for a place of consumption. Where the final customer has several places of consumption for which the supplier is the same, a single supply contract may be concluded for all or part of the places of consumption, as agreed by the contracting parties. The supply contract contains in the annexes the specific data for each place of consumption and the inclusion/exclusion of a place of consumption from the contract is made by means of an addendum.

Art. 12

- (1) In buildings with a multi-tenant dwelling, but with a single connection installation and a single settlement meter, the electricity supply contract shall be concluded, where applicable, with:
 - a) the lessee in which the settlement counter is installed;
 - b) the person empowered to do so by the other lessees, if the settlement counter is installed in the common space.
- (2) In residential buildings with several tenants, where there is electricity consumption in shared rooms or facilities and there is a settlement meter dedicated to that consumption, the contract for the supply of electricity related to the consumption of the common parts shall be concluded with the owner of the rooms or facilities in common use or, where applicable, with the association of owners or with a person authorised to do so. In this case the final customer falls within the category of household customers, unless commercial/professional activities are carried out in these premises, in which case the final customer falls into the category of non-household customers.
- (3) Where, in a place of consumption, electricity is used for both economic and household activities and it is not possible or economically justifiable to separate facilities from use, a single supply contract shall be concluded. The type of contract used will correspond to the predominant type of consumption and the tariff/price used is the one corresponding to the type of contract.
- (4) (the text of Article 12(4) of Chapter III, Section 1 was repealed on 01-iul-2021 by Article I(4) of Order 82/2021)

- (5) (the text of Article 12(5) of Chapter III, Section 1 was repealed on 01-iul-2021 by Article I(4) of Order 82/2021)

Art. 13

- (1) The supply of electricity to the final customer is carried out under the supply contract and if there are network contracts/contracts concluded by the supplier or the final customer for the respective consumption location, in accordance with the regulations in force, except for the situations regulated separately by ANRE. The network contract shall be concluded for an indefinite period, unless the customer requests a limited duration, and shall be terminated only under the conditions set out in the contract. The network contract concluded by the final customer with the OR may also be concluded in the absence of the supply contract and shall also remain valid upon change of supplier.
- (2) The network contract shall be concluded by the final customer with the RB in the following situations:
- a) the place of consumption simultaneously has several suppliers or is subject to participation in aggregation by an independent aggregator;
 - b) demand facilities belonging to other end-customers are connected to the demand facility network;
 - c) the demand facility shall be connected to a medium-voltage or high-voltage network at the request of the final customer with a supply contract concluded on the competitive market. In this case, the network agreement may also include demand facilities connected to a low-voltage network of this final customer located in the licence area of the same OR.
- (3) By way of derogation from paragraph (1), ensuring the consumption of electricity may be achieved:
- a) in the case of suppliers for their own demand facilities and in the case of RPOs and TSOs for their own consumption facilities, other than their own technological consumption of electricity networks, where administrative activities take place, as well as demand facilities representing internal services in power stations, of electricity purchased on the wholesale market;
 - b) in the case of generators, for the supply of electricity to their consumption facilities, from electricity purchased on the wholesale market or/and from the electricity produced.
- (4) The economic operator supplying its own consumption facilities, in accordance with the provisions of paragraph (3), shall meet the payment obligations applicable to electricity suppliers resulting from the activity of supplying electricity to final customers for such consumption, ensure the responsibility for balancing electricity consumption on the wholesale market and conclude contracts for the provision of network services, in accordance with the legal provisions and specific regulations in force, as follows:
- a) suppliers and generators shall enter into a contract for the provision of distribution service with the RPOs to which the demand facility is connected and contract for the provision of the transmission system service with the TSO or, in the case of a demand facility directly connected to the transmission grid, only contract with the TSO for the provision of the transmission system service;
 - b) Enter into a contract with TSOs for the provision of the transmission system service;
 - c) The TSO shall conclude with the ORs to which the contract demand facility is connected for the provision of the distribution service.
- (5) For electricity extracted from the grid, purchased by the producer on the wholesale market or insured from the production of a generating facility belonging to it, it shall pay the TSO and/or the TSO to which the demand facility is connected the regulated distribution tariff corresponding to the voltage level at the demarcation point and/or, where applicable, the transmission service tariff for the extraction of electricity from the grid and the system service charge.

Art. 14

- (1) If the final customer has the network contract with the RB to which the demand facility is connected, the OR shall draw up a tripartite agreement, signed by him, the final customer and the supplier.
- (2) The supply of electricity to a demand facility shall be made on the basis of a single supply contract, with the exception of the demand facility with a power approved by the technical connection advice/connection certificate of more than 1 MW, which may be supplied simultaneously on the basis of several electricity supply contracts concluded on the competitive market with different suppliers. In the event of the supply of a demand facility through several electricity supply contracts, only one of the suppliers, called the main

supplier, assumes the responsibility of balancing for that place of consumption. In this case, a multi-party agreement shall be concluded between the final customer, the OR and all suppliers.

(3) The conventions referred to in paragraphs 1 and 2 shall be concluded on the basis of the framework conventions in force.

(4) In the case of aggregation of the consumption site by an independent aggregator, the final customer involved in aggregation, the independent aggregator and the supplier shall enter into an agreement such as the multi-party framework agreement referred to in paragraph 2, in which the aggregator shall assimilate to a supplier other than the main one.

SECTION 2:

Documents required for the conclusion of the electricity supply contract

Art. 15

The contract for the supply of electricity shall be concluded on the basis of:

- a) the applicant's written consent to the request for conclusion of the contract, or by telephone, in accordance with the legal provisions in force;
 - b) copy of the identity document/registration certificate at the National Trade Register Office of the applicant;
 - c) declaration of honour by the applicant:
 - (i) regarding the possession of a housing right, specifying its status (owner/co-owner, sole heir, co-heir, spouse, tenant, beneficiary of life annuity, etc.);
 - (ii) that there are no residential disputes concerning the area for which the conclusion of the contract is requested and, if it proves otherwise, consent to terminate the contract,
- with the possibility of updating the declaration, where appropriate, both by means of distance communication and by tacit agreement.

Art. 16

- (1) Depending on the agreement of the parties, the electricity supply contract may be concluded with the final customer on the supplier's business premises, remotely or off the supplier's business premises, in compliance with the legislation in force.
- (2) The contract for the supply of electricity shall be concluded in writing, in a legible font, on paper or another durable, visible and easily readable medium or, if the final customer agrees, in electronic form or, where applicable, by means of distance communication, in compliance with the legislation in force.

Art. 17

- (1) The supplier, for the conclusion of the electricity supply contract with the final customer, applies the provisions of a specific contracting procedure, drawn up by the latter and published on its own website.
- (2) The supplier may not make the supply of electricity to the final customer subject to the purchase or payment of other products/services not covered by the electricity supply contract.

SECTION 3:

Contract for the supply of electricity

Art. 18

Fui enters into contracts for the supply of electricity with final customers receiving the universal service on the basis of the framework contracts for the supply of electricity in force.

Art. 19

- (1) The supply contract concluded on the competitive market, valid for an indefinite period or for a fixed period agreed by the parties, shall comply with the provisions of the legislation in force and shall include, in addition to the elements expressly provided for therein, at least the following:
 - a) the identity of the Contracting Parties and their contact details;
 - b) the subject matter, the date of entry into force and the duration of the contract, as well as the conditions for

renewal/extension and termination of the provision of services and of the contract, specifying the terms and conditions for unilateral termination/resolution;

- c) the invoicing period, in accordance with the provisions of Article 38(3);
 - d) the time frame for issuing invoices, the terms and conditions for payment of electricity bills;
 - e) the time interval for reading the counter index by the representative of the OR, in accordance with the provisions of Article 44;
 - f) the price of electricity, which includes the electricity purchase component (including the transmission tariff — the input component of electricity into the grid) and the supply component;
 - F 1) regulated tariffs for network services in force on the date of conclusion of the contract, namely the tariff for the electricity distribution service, the tariff for the transmission service — the component of the extraction of electricity from the network and the tariff for the system service;
 - F 2) the electricity supply price, consisting of the electricity price referred to in point f), and the regulated tariffs for network services referred to in point f¹);
 - F 3) as the case may be, the value of the fixed component, established in lei/month or lei/day, and the tariffs of other services offered;
 - F 4) the amount of any taxes, commissions, fees and contributions in force on the date of conclusion of the contract;
 - g) the means by which up-to-date information on all applicable prices/tariffs can be obtained;
 - h) compensation granted and the manner in which it is reimbursed if the contractual service quality levels are not met, including in the case of inaccurate and late invoicing by the supplier;
 - i) the arrangements for initiating dispute settlement procedures, in accordance with the provisions of Article 23;
 - j) the arrangements for out-of-court settlement of disputes concerning the rights and obligations set out in the contract;
 - k) the rights and obligations of the contracting parties, including those arising from the network contract, where the network contract is concluded by the provider, so that the final customer is given the rights and obligations under the network contract;
 - l) the right to unilaterally terminate the supply contract by the final customer under the conditions specified by the normative acts in force;
 - m) the conditions under which the final customer is entitled to compensation for material damage caused by the OR/supplier.
- (2) The contractual provisions based on provisions of the normative acts shall be amended by law on the date of entry into force of the amendment of the respective normative acts; in this case, the supplier/OR is obliged to notify the beneficiary of any changes. In the event of a change in the regulated tariffs, the notification shall be deemed to have been made by entering these changes on the electricity bill.

Art. 20

- (1) At the request of the final customer of a supply offer, the supplier shall be obliged to communicate within a maximum of 15 working days an offer concerning the fair conditions for the supply of electricity, which shall contain
- mandatory:
- a) the price of electricity, which contains the electricity purchase component (including the transmission tariff — the input component of electricity into the grid) and the supply component;
 - b) regulated tariffs for network services, in force on the date of the offer, namely the tariff for the electricity distribution service, the tariff for the transmission service — the component of the extraction of electricity from the network and the tariff for the system service;
 - c) the electricity supply price, including the electricity price referred to in point (a), and the regulated tariffs for network services referred to in point (b);
 - d) where applicable, the value of the fixed component, established in lei/month or lei/day, and the tariffs of other services offered;
 - e) the amount of any taxes, fees, fees and contributions in force on the date of conclusion of the contract;
 - f) the payment terms and the closing date for the conclusion of the supply contract.
- (2) A standard supply offer published by the supplier on its website and at the single point of contact may not be

modified during its period of validity, and the final customer may conclude the contract for the supply of electricity on the basis of the standard offer, if the date of submission by the final customer of the request to conclude the contract on the basis of the standard offer is within the period of validity of the standard offer and the conditions set out therein are met, as appropriate.

- (3) The supplier is required to include in the electricity supply contract, but not limited to, all the information in the offer chosen by the customer.
- (4) When concluding an electricity supply contract, the supplier shall assume responsibility for compliance with all its obligations in the electricity market relating to the supply of electricity at the place of consumption, including those relating to taking responsibility for balancing, in accordance with the regulations in force.

Art. 21

- (1) In the electricity supply contract it is prohibited to include clauses that prevent switching, in accordance with the provisions of Article 58(3) of Law No 123/2012 on electricity <https://sintact.ro/%23/dokument/16926802?cm=DOCUMENT> and natural gas, as amended.
- (2) The provisions of the supply contract may be amended and supplemented by addenda, in compliance with the provisions of this Regulation and of the normative acts in force, at the request of either party and with the agreement of the other.
- (3) The terms of the contract for the supply of electricity concluded on the competitive market which are valid for final customers in a particular category may be included in an Annex called 'General Conditions for the Supply of Electricity', which forms part of the contract, shall be displayed on the supplier's website, and at the request of the final customer shall be made available free of charge in the manner set out in the contract.
- (4) The general conditions for the provision of the electricity distribution service in the event that the network contract for the place of consumption is concluded between the OR and the supplier, approved by order of the President of ANRE, supplement the provisions of the electricity supply contract. They shall be published on the supplier's own website and, at the request of the final customer, shall be made available free of charge in the manner laid down in the concluded supply contract.
- (5) The consumer agreement concluded by the supplier with the final customer, as well as any other annexes agreed by the parties which are not contrary to the regulations in force, shall form an integral part of the electricity supply contract.

Art. 22

- (1) Final customers acting as prosumers may apply to electricity suppliers with whom they conclude/have concluded the electricity supply contract for the conclusion of the contract for the sale and purchase of electricity produced in power plants from renewable energy sources with installed electricity of not more than 100 kW per place of consumption and which do not benefit from the system of promotion through green certificates and delivered to the electricity grid, in compliance with the Rules for the trading of electricity produced in renewable electricity plants with installed electricity of not more than 100 kW belonging to prosumers and the framework contract for the sale and purchase of electricity produced by prosumers holding electricity generating power from renewable sources with installed power of at most 100 kW owned by the President of the NRA, approved by the President of the NRA.
- (2) The final customer shall have the right to enter into an aggregation contract, independently of the electricity supply contract, as well as to participate in the electricity or energy services market without the agreement of its electricity supplier being required.

SECTION 4:

Settlement of misunderstandings arising from the conclusion of contracts in the field of electricity and disputes on the retail electricity market between electricity market participants

Art. 23

- (1) In the event of misunderstandings arising from the conclusion of contracts in the field of electricity, based on contracts regulated by ANRE or the addenda related to those contracts, if the parties do not reach an

agreement, they may contact ANRE in order to initiate the resolution process at its level, in accordance with the provisions of the Procedure for resolving misunderstandings arising from the conclusion of contracts in the field of electricity and heat produced from high efficiency cogeneration in force.

- (2) In the case of disputes on the retail market arising during the implementation of the electricity supply contract, if the parties do not reach an agreement, they may address ANRE in order to initiate the resolution process at its level, in accordance with the provisions of the Regulation on the organisation and functioning of the commission for the resolution of disputes on the wholesale and retail market between the participants in the electricity and natural gas market in force.

SECTION 5:

Termination of the electricity supply contract

Art. 24

- (1) The contract for the supply of electricity shall be terminated in any of the following situations:
- at the end of the period of validity of the contract;
 - by agreement of will of both Contracting Parties;
 - by unilateral denunciation by the final customer;
 - by termination.
- (2) In the situation referred to in paragraph (1)(a), the supplier shall notify the final customer of the termination of the supply contract, at least 30 days before the actual date on which the supply contract is terminated. The notification may be communicated to the final customer in the annex to the invoice.
- (3) The supplier or, where applicable, the final customer is required to notify the RB of the termination of the supply contract, at least 5 working days before the actual date on which the supply contract is terminated.

Art. 25

The electricity supplier is not entitled to unilaterally terminate electricity supply contracts with final customers.

Art. 26

- (1) The electricity supply contract may be terminated by the supplier in the following situations:
- the removal of electricity by the final customer, established by a final court decision;
 - failure by the final customer to pay the invoices issued in accordance with the contract, on the terms and under the conditions laid down in the contract, followed by the interruption of the energy supply at the place(s) of consumption in accordance with Article 35(2) and (3);
 - termination of the final customer's right to use on the place(s) of consumption subject to the electricity supply contract;
 - other situations provided for by the normative acts in force.
- (2) In the situation referred to in paragraph (1)(a), the termination shall take place automatically on the date on which the facts are established by a final judicial decision.
- (3) In the situations referred to in paragraph (1) (b), (c) and (d) the termination of the contract shall be effected by notifying the final customer at least 15 days in advance and only if, during this period, the final customer has not remedied the reasons for the notice of termination. The notification shall include the date on which the electricity supply contract is terminated.
- (4) By way of derogation from paragraph (3), in the situation provided for in paragraph (1)(c), if the new holder of the right of use for the place(s) of consumption enters into a contract for the supply of electricity with another electricity supplier, the old supplier terminates the supply contract on the date of receipt of the notification from the OR to terminate the network contract.

SECTION 6:

Final settlement statement

Art. 27

- (1) No later than 42 days after the end of the electricity supply contract, the supplier shall submit to the final customer the invoice with the final settlement statement or the estimated invoice for the last

electricity consumption, if the final customer does not provide OR access to the meter, with the exception of adjusting the value of the green certificates.

- (2) After the end of the electricity supply contract, the invoice to adjust the value of the green certificates shall be communicated by the supplier to the final customer within the terms and conditions laid down in the applicable normative acts in force.
- (3) In the event that the final settlement statement referred to in paragraph (1) and the invoice for the adjustment of the value of the green certificates referred to in paragraph (2) contain a positive balance, the final customer shall pay the consideration by the due deadline.
- (4) In the event that the final settlement statement referred to in paragraph (1) and the invoice for the adjustment of the value of the green certificates referred to in paragraph (2) contain a negative balance, the supplier shall return to the final customer the amounts due, under the conditions laid down in the contract, within a maximum of 15 days from the date of their issue.

Art. 28

By way of exception to the provisions of Article 27 where the final customer has concluded a new electricity supply contract with the same supplier, the settlement of the payments resulting from the old contract shall be made in the first invoice issued under the new contract, including by offsetting the amounts, in compliance with the legal provisions.

CHAPTER IV:

Switching electricity supplier

Art. 29

- (1) In order to change the supplier of a place of consumption, the final customer has the right to unilaterally terminate the supply contract, in compliance with the contractual conditions, with the obligation to notify the electricity supplier at least 21 days in advance, in compliance with the provisions of the specific procedure, approved by order of the President of ANRE.
- (2) The final customer whose place of consumption has been taken over by the FUI may change the electricity supplier under the conditions and terms laid down in the regulations in force.
- (3) Household customers and non-household final customers receiving the universal service shall not be required by the electricity contract to pay any amount of money for the change of electricity supplier.
- (4) Electricity suppliers may charge to final customers, other than those referred to in paragraph 3, fees for the termination of fixed-term electricity supply contracts concluded with fixed prices, in the event of their unilateral termination by the final customer before they reach the deadline.
- (5) The fees referred to in paragraph 4 shall meet all of the following requirements:
 - a) be clearly communicated to the customer before the conclusion of the contract;
 - b) be provided for in the supply contract which the customer has signed;
 - c) be proportionate and not exceed the amount of direct economic loss caused by the customer to the supplier through termination of the contract, including the costs of any investment packages or services already provided to the client under that contract. The burden of proof of direct economic losses lies with the supplier.

CHAPTER V:

Rights and obligations of the contracting parties to the electricity supply contract

SECTION 1:

Rights and obligations of the final electricity customer

Art. 30

The final electricity customer shall have the following rights:

1. a) to have access to the electricity networks of public interest under the terms of the Regulation on the connection of users to the electricity networks of public interest in force and to consume electricity in accordance with the provisions of the electricity supply contract;
2. B) to choose its electricity supplier and to accept a standard offer published by the supplier or to ask the

- supplier for an offer on commercial terms and the supply price for direct negotiation with the supplier, as appropriate, or to resort to the selection of the supplier through specific tendering/public procurement procedures;
3. C) unilaterally terminate the contract for the supply of electricity, in compliance with the contractual conditions/clauses, including if they do not accept the new contractual conditions/clauses or changes in the supply price notified by the supplier;
 4. D) to effectively change its provider, within no more than 21 days from the date of the request, in accordance with the specific procedure approved by ANRE;
 5. e) to benefit from universal service under the conditions provided by the applicable regulations, if he is a domestic customer, or if he requests and proves that the specific requirements provided by the applicable normative acts, if he is a final non-household customer, have been met;
 6. F) to benefit, on request, from the specific facilities of vulnerable customers referred to in Article 7(1);
 7. g) to receive from the supplier the final settlement statement, in accordance with the provisions of Article 27;
 8. h) to be provided, free of charge, in printed form or, if he requests, in electronic form, before the conclusion of the electricity supply contract, a summary of the main contractual conditions, drawn up in a concise and simple language;
 9. I) be notified by the supplier, in a transparent and comprehensible manner, of any change in the supply price, as well as the reasons and preconditions for the change and its scope, directly and in a timely manner, at least 14 days, and as regards household customers, at least 30 days before the change takes effect;
 10. J) the contact details of the supplier's single point of contact and, where applicable, of the regional/local information point closest to that place of consumption shall be made available to him at the conclusion of the electricity supply contract/with the first invoice issued;
 11. K) to request the supplier to change the mailing address and/or communication method for receipt of invoices/communications/notifications;
 12. L) to benefit from several payment methods, which do not unduly discriminate between customers.
 13. m) to submit a complaint to the supplier regarding the activity of electricity supply carried out by the supplier at the place of consumption; if the final client is not satisfied with the resolution of his complaint or if a possible dispute is not settled amicably, he/she has the possibility to address ANRE, to resort to other out-of-court complaint/litigation procedures, as well as to address the competent courts;
 30. n) to receive compensation/compensation, in accordance with the provisions of Article 65 and the applicable regulations in force;
 15. O) require the OR (directly or through the electricity supplier) to check, repair or replace the defective measurement group/meter, in accordance with the regulations in force;
 16. p) to notify, using the contact details of the RBs provided by the supplier, and to be informed by the RB of the disruptions/interruptions in the power supply at the places of consumption covered by the supply contract;
 17. Q) to notify the supplier and be informed by the supplier, upon request, of the power supply interruptions, as well as of any other problems related to the activity of the ORs at the consumption facilities covered by the contract, in accordance with the provisions of the Performance Standard for the activity of electricity supply in force;
 18. R) if the reading interval by the OR of the index of the measurement group is longer than the billing period provided for in the electricity supply contract, billing in the period between two consecutive readings of the OR shall be carried out in accordance with the provisions of Article 44(3);
 19. s) require the supplier to modify the amounts of energy agreed in the consumer convention, when billing is made on the basis of a consumer convention, whenever it considers that its consumption will be changed, provided that the new values are transmitted at least 20 days before the start of the respective billing period;
 20. t) if it has an IMS installed, which allows the storage and provision of accurate information on the

consumptions used for billing purposes, to have the possibility to access, under the applicable regulations, the following additional types of information on previous electricity consumptions:

- (i) cumulative data used to issue invoices for the last 3 years or for the period since the start of the supply contract or the date of installation of the smart meter, if the latter are less than 3 years;
 - (ii) detailed data by period of use for each day, week, month and year for a period of at least 24 months prior or for the period since the start of the supply contract or the date of installation of the smart meter, if the latter is less than 24 months;
21. U) have read access to measurement groups for settlement;
 22. v) to request the supplier and receive from it, free of charge, explanations/information on the content of electricity bills;
 23. W) where the demand location is integrated into the IMS, be charged the actual electricity consumption on the basis of measurement data collected by the IMS, to which the supplier has access free of charge;
 24. x) request from the supplier data on the amount of invoices issued and/or the consumption history related to the place(s) of own consumption/own consumption, for a period of up to 12 months prior to the request or for the period since the conclusion of the electricity supply contract, if the latter is lower, and to receive all the data requested in a non-discriminatory manner in relation to the costs, efforts or time required to provide such data; the final customer's request must include his/her identification data, the address of the place of consumption, the period for which the information is requested and the manner chosen by the customer for transmitting the requested data;
 25. y) withdraw from the electricity supply contract if it was concluded outside the supplier's business premises or by means of distance communication (such as internet or telephone), without having to justify the withdrawal decision and without incurring any costs, in compliance with the applicable law;
 26. Z) in the case of prosumer, to benefit from the financial adjustment service between the value of electricity produced from renewable sources and supplied in electricity networks and the value of electricity consumed on electricity grids, under the applicable regulations;
 27. AA) to return the financial guarantee provided at the supplier's disposal, in accordance with the provisions of the Procedure for the regime of financial guarantees provided by the final customers at the disposal of the electricity suppliers in force;
 28. BB) Alternative dispute resolution;
 29. CC) any other rights provided by the Electricity and Natural Gas Law no. 123/2012, as amended, by this Regulation, by the signed contracts or by other applicable normative acts.

Art. 31

The final electricity customer shall have the following obligations:

- a) comply with the terms of the electricity supply contract and its obligations as a user of the electricity network, in accordance with the general conditions for the provision of the electricity distribution service in force;
- b) notify the supplier in writing of any changes to the elements underlying the conclusion of the electricity supply contract within 30 days of the change;
- c) pay the invoices issued by the supplier under the electricity supply contract, including the invoice with the final settlement bill, the invoice to adjust the value of the green certificates, the default penalties specified in the contract, as well as the invoices for power interruption/resumption services, where applicable, and other services provided at the places of consumption covered by the electricity supply contract;
- d) allow access to the OR representative in order to provide the activity of interruption/resumption of electricity supply at the place of consumption, in accordance with the legal provisions in force, or to install, remove, seal, maintain, verify, replace or read the index of the measurement group, as well as to maintain, verify or remedy defects in the facilities operating the OR, when they are located on the property of the final customer. The time limit set by the RB for carrying out the activity shall be communicated to the final customer in order to grant access, in accordance with the applicable regulations. The representative of the OR is required to present the service card to the final customer and to communicate the reason for requesting access to the electrical

- installations owned by the final customer;
- e) not to damage the measuring equipment, the metrological and OR seals and all other facilities in operation of the OR located on its property;
 - f) immediately notify the supplier or the RPO of any failure it detects in the operation of the measurement groups at the place of consumption covered by the electricity supply contract;
 - g) pay the value of the recalculated electricity consumption for an earlier period determined in accordance with the applicable regulations, when misrecording of electricity consumption is found;
 - h) to pay the RB through the provider or directly to the OR, if the network contract is concluded with it, the value of the disconnection/reconnection, dismantling/removal of measurement groups performed by the OR in accordance with the regulations in force, if they were executed at its request or fault;
 - i) to establish/update/reconstitute financial security at the disposal of the electricity supplier in accordance with the provisions of the Procedure on the regime of financial guarantees provided by final customers at the disposal of the electricity suppliers in force;
 - j) comply with the provisions of the power dispatcher in accordance with the regulations in force and the provisions of the electricity distribution/supply contracts in force;
 - k) do not change the values of the protection and control parameters established with the OR;
 - l) take measures to avoid reactive energy overcompensation unless otherwise specified in the supply contract/network;
 - m) submit hourly consumption forecasts to the supplier with whom it has a contractual relationship, if the power approved by the technical approval of the connection/connection certificate is at least 1 MVA, in accordance with the regulations issued by ANRE. The transmission of forecasts and the method of determining the price with which the deviations from the forecast values are charged shall be made in accordance with the provisions of the electricity supply contract, in the case of supply contracts concluded on the competitive market and in accordance with the specific regulations drawn up by ANRE, in the case of supply contracts based on the framework contracts issued by ANRE;
 - n) any other obligations laid down in Law No 123/2012 on electricity and natural gas, as subsequently amended and supplemented, in this Regulation, in contracts signed or by other applicable normative acts.

SECTION 2:

Rights and obligations of the electricity supplier

Art. 32

The electricity supplier shall have the following rights:

- a) collect from the final customer the value of the consumption of electricity supplied at the place of consumption, within the time-limit and under the conditions laid down in the electricity supply contract concluded with him, including the invoice with the final settlement statement, the invoice to adjust the value of the green certificates, as well as invoices for interruption/resumption of supply services, where applicable, and other services provided at the places of consumption covered by the electricity supply contract;
- b) charge the final customer interest for late payment specified in the contract for late payment of the invoice representing the amount of electricity consumption, within the time limit and under the conditions laid down in the electricity supply contract;
- c) initiate the amendment and/or supplementation of the contract for the supply of electricity by means of addenda, where new elements need to be amended or supplemented by an addendum of clauses of the contract;
- d) require the final customer to lodge/update/reconstitute a financial guarantee at its disposal and to enforce this guarantee, in accordance with the provisions of the Procedure for the treatment of financial guarantees provided by final customers at the disposal of electricity suppliers in force;
- e) require ORs to provide interruption/resumption of electricity supply in order to interrupt/return electricity supply at the final customer's place of consumption under the conditions laid down in the electricity supply contract, as well as in other situations provided for by the legislation in force;
- f) issue invoices on the basis of the quantities of electricity estimated in accordance with Article 44(3);
- g) require the customer to reread the self-reading when he considers self-reading to be incorrect;
- h) notify the final customer, by means of the invoice, of the change in the reading frequency and/or time interval for the reading of the counter index by the representative of the OR, without the need to conclude an addendum

to the supply contract;

- i) modify the time frame for the takeover of the self-read index, with prior notification to the final customer by means of the invoice, and it is not necessary to conclude an additional agreement to that effect to the contract;
- j) terminate the contract for the supply of electricity under the conditions laid down in Article 26;
- k) invoice the recalculated electricity consumption for an earlier period determined in accordance with the applicable regulations, where a misrecording of electricity consumption is established or in the case of a misinvoicing of consumption, which has been notified by the final customer or supplier;
- l) verify, at least 1 year apart, the data underlying the conclusion of the electricity supply contract with the final customer;
- m) any other rights provided for by Law No 123/2012 on electricity and natural gas, as subsequently amended and supplemented, in this Regulation, in existing contracts or in other applicable normative acts.

Art. 33

The electricity supplier shall have the following obligations:

- 1. a) to hold a license for the activity of electricity supply, except in the cases expressly provided by law, and to comply with its provisions;
- 2. B) comply with the terms of the electricity supply contract, as well as any other regulations applicable;
- 3. C) to comply with the provisions of the performance standard for the activity of electricity supply, approved by order of the President of ANRE;
- 4. D) to take over from the OR the consumption values recorded by the measurement groups/determined according to the regulations in force in the event of failure of the measurement groups, for the consumption sites covered by the electricity supply contract, in order to bill them;
- 5. e) to facilitate the access of the final customer to the measurement data, if it has a smart meter installed, in accordance with the specific regulations in force;
- 6. F) to invoice the actual electricity consumption based on the measurement data collected by the IMS, to which they have access according to the specific regulations in force, for all final customers and prosumers, whose consumption places are integrated into the IMS;
- 7. g) develop standard offers for final customers;
- 8. h) to have its own website in which to publish up-to-date information on the commercial conditions of electricity supply, the prices/tariffs applied, as appropriate, the general conditions of the services offered, the rights and obligations of the final customers resulting from the network contract concluded with the OR in order to carry out the information activity of the final customers; the standard electricity supply offers will be displayed on its website in a visible place with a direct link and with a suggestive name to these standard offers;
- 9. I) to carry out the activity of electricity supply on the basis of electricity supply contracts concluded with final customers, providing for fair and transparent contractual conditions/clauses, in compliance with the minimum contractual requirements to be included, in accordance with the specific regulations;
- 10. J) to invoice the final customer for the electricity consumed at the prices and under the conditions laid down in the electricity supply contract concluded with him;
- 11. K) to provide the final customer with comparative data on the customer's current electricity consumption and consumption in the previous year, as well as the contact details of some institutions with tasks in the field of energy efficiency improvement;
- 12. L) to make available to the energy service provider designated by the final customer by means of a written agreement information on the consumptions previously invoiced to the final customer, in so far as such information is available;
- 13. m) to achieve, in the case of prosumers, financial settlement between the value of electricity produced from renewable sources and supplied in electricity networks and the value of electricity consumed from electricity networks, in accordance with the applicable regulations, where the supply contract is concluded with a prosumer who meets the conditions laid down in the applicable legislation to benefit from this

service, in compliance with the specific legal provisions on fiscal obligations;

14. N) to make available to the final customer several payment methods, which do not unduly discriminate between customers;
15. O) provide the final customer with several ways of communicating invoices and information on billing/notifications/communications, including electronic communication;
16. p) provide, at the request of the final customer, a clear and comprehensible explanation of how the invoice value is calculated, in particular if it is not based on actual consumption;
17. Q) to request the OR, on the basis of the network contract concluded with it, to avoid interruptions in the electricity supply at the place(s) of consumption covered by the contract, if the customer is classified as vulnerable customers according to the provisions of the applicable normative acts;
18. R) notify the final customer accordingly of any intention to modify and/or supplement the contractual conditions/clauses, as well as the right of the final customer to terminate the contract unilaterally free of charge if he does not accept the new conditions;
19. s) notify the final customer, in a transparent and comprehensible manner, of any intention to change the supply price, stating the reasons for the change and its scope, directly and in a timely manner, at least 14 days before the change takes effect and, as far as household customers are concerned, at least 30 days before the change enters into force, as well as their right to terminate the contract unilaterally free of charge if they do not accept the notified changes to the supply price;
20. t) notify the final customer of any change of its identification data provided for in the electricity supply contract, on the occasion of the first invoice issued after the change;
21. U) to allow the final customer to change the supplier effectively, in compliance with the contractual conditions/clauses, within a maximum of 21 days from the date of the request, in accordance with the specific procedure approved by ANRE; the process of switching is free of charge, and any fees or charges related to it may not be charged;
22. v) to send to the final customer a final settlement statement of payment obligations under the conditions laid down in Article 27;
23. W) to communicate to the OR any request received from a final customer regarding the activity of the OR at the place of consumption, to ensure the intermediation between the OR and a final customer for the connection to the public interest electricity network/for modification of the existing connection installation, to request the resolution/clarification of the problems reported by the final customer, to receive and communicate to the final customer the answer of the RB, within the deadlines set out in the performance standard for the activity of electricity supply, approved by order of the President of ANRE;
24. x) submit, at the request of the final customer, no later than 5 working days from the time of registration of the request, information on the amount of invoices issued and/or data on the consumption history of his/her place(s) for the last 12 calendar months, without charging additional costs for this service;
25. y) inform the OR in order to reconsider the adjustment sizes of the protections in the distribution/transmission installations, at the justified request of the final customer;
26. Z) to pay compensation/compensation according to the applicable regulations in force;
27. AA) investigate complaints regarding the quality of the supply activity;
28. BB) to schedule and perform audiences. The supplier is obliged to contact in writing, by mail/e-mail/fax/telephone, the final customer who has requested an audience in writing, within 5 working days from the date of registration of the request, and the audience's scheduling shall be agreed with him within 15 days from the date of its request;
29. CC) to return to the final customer the financial guarantee provided at its disposal, in accordance with the provisions of the Procedure regarding the regime of financial guarantees provided by the final customers at the disposal of the electricity suppliers in force;
30. DD) to use the personal data of the final customer in compliance with the provisions of the legislation on the protection of individuals with regard to the processing of personal data and the free movement of such data and according to the customer's will expressed in the electricity supply contract;
31. EE) any other obligations provided by the Electricity and Natural Gas Law no. 123/2012, as subsequently

amended and supplemented, by this Regulation, by the contracts in force or by other applicable normative acts.

32. FF) in the case of the household customer, if following the adjustment of the amount paid in excess by him is more than 100 lei, to refund this amount in accordance with the legal provisions in force. If, as a result of the adjustment, the amount paid in excess by the household customer is less than 100 lei, the amount will be compensated in the account of the following invoices;
33. GG) ensure that the provisions of the general terms and conditions are fair and transparent, presented in clear and comprehensible language and do not include non-contractual barriers to the exercise of customers' rights.

SECTION 3:

Cut-off at the final customer's place of consumption

Art. 34

- (1) The interruption of the supply at the final customer's place of consumption may be ordered by the supplier in the situations provided for in this Regulation, as well as in other situations provided for by the legislation in force, in which he is entitled to request the ORs to interrupt the supply of electricity at the final customer's place of consumption.
- (2) The supplier may request the interruption of the supply of electricity to the demand facility covered by the electricity supply contract, with the exception of demand facilities of vulnerable customers, in the following situations:
 - a) non-payment of invoices issued by the supplier in accordance with the provisions of the electricity supply contract; if the final customer disputes, within 30 days of issuance, the correctness of the invoice value, the supplier shall not be entitled to order the interruption of the electricity supply until it has communicated to the final customer the result of the verification that it is unfounded, in compliance with the provisions of the Performance Standard for the electricity supply activity in force;
 - b) failure/non-update by the final customer of the financial guarantee requested by the provider in accordance with the contractual provisions and the specific procedure approved by ANRE.
- (3) Suppliers shall provide household customers with adequate information on alternatives to power cut-offs sufficiently in advance of the expected cut-off date. These alternative measures may concern sources of support to avoid interruptions, prepayment systems, energy audits, energy advisory services, alternative payment plans, debt management advice or interruption moratoria and do not constitute an additional cost for customers at risk of interruption.

Art. 35

- (1) In the case of electricity supply on the basis of a framework contract approved by ANRE, the interruption of the supply of electricity for non-compliance with contractual obligations by the final customer shall be carried out in accordance with the provisions of the contract and the applicable regulations.
- (2) In the case of the supply of electricity on the basis of a contract concluded on the competitive market, the supplier shall have the following rights for non-payment by the final customer within the due period laid down in the contract for the supply of electricity representing the value of the electricity consumption of a demand facility:
 - a) apply default interest within the time limit and under the conditions laid down in the electricity supply contract;
 - b) to require the final customer to establish/update/reconstitute the financial guarantee, in accordance with the procedure regarding the financial guarantees provided by final customers at the disposal of electricity suppliers, approved by order of the ANRE President and/or contractual provisions;
 - c) require the ORs to interrupt the electricity supply of the demand facility, provided that notice is given to the final customer, by means of a communication agreed by the parties in the electricity supply contract, at least 5 working days before the expected date of interruption of the power supply;
 - d) terminate the electricity supply contract after successive completion of the following steps:
 - (i) giving the final customer notice of disconnection;
 - (ii) submitting to the final customer a notice of termination of the contract at least 15 days before the date of

termination if the final customer has not submitted proof of payment obligations to the provider by the day before the termination date; the notice of termination of the electricity supply contract shall be a separate document in the form determined by the supplier and shall contain the date on which the contract is terminated.

- (3) The notice provided for in paragraph (2)(c) shall be a separate document, shall be of the form laid down by the supplier and shall contain at least the following elements: the amount due, the payment deadline after which the power supply is interrupted, the estimated date of the power outage, information on the financial guarantee to be provided, if any, of the estimated cost of interruption/resumption of electricity supply to the demand facility.
- (4) The interruption of the supply of electricity at the place(s) of consumption subject to the electricity supply contract may be carried out by the OR, for failure by the final customer to comply with its obligations as a user of the electricity network, in accordance with the general conditions for the provision of the electricity distribution service, where the distribution contract for the place of consumption is concluded between the RB and the supplier in force with the supplier's information. If the supply is interrupted with notice, the supplier shall provide the final customer with the notice after receiving the information from the RB.
- (5) In the case of the network service provided by the OR on the basis of the network contract concluded with the final customer, the interruption of the supply of electricity for non-compliance with the contractual obligations of the beneficiary to the RB shall be carried out in accordance with the provisions of that contract, and for non-compliance with the contractual obligations of the final customer towards the supplier shall be carried out in accordance with the tripartite agreement.
- (6) Mutual information between the supplier and the RB on the measures referred to in paragraph (2) shall be provided in accordance with the agreement of the parties in the network contract or, if the final customer is the holder of the network contract, in the tripartite agreement.
- (7) A demand facility not connected to the mains power source, including the demand facility disconnected from the mains, may not be supplied with electricity until after connection or after the reason for disconnection has been eliminated.
- (7 1) In the case of demand facilities disconnected from the mains electricity supply, for non-payment of the invoice issued under the electricity supply contract, the supplier shall notify the request for reconnection of the demand facility to the OR, after confirmation of the final customer's fulfilment of the payment obligations to the supplier, in accordance with the regulations in force.

(8)

(the text of Article 35(8) of Chapter V, Section 3 was repealed on 01-iul-2021 by Article I, item 18. of Order 82/2021)

Art. 36

- (1) After the interruption for non-payment of the electricity supply, the resumption of the supply at the final customer's place of consumption shall be carried out within the time limit laid down in the Performance Standard for the electricity distribution service in force, after the supplier has received from the final customer proof that the amount due has been paid in full, the costs related to the interruption/resumption of the supply of electricity, as well as proof of the establishment/updating/reconstitution of the financial guarantee, as the case may be, in accordance with the signed contract and the procedure for the financial guarantees provided by final customers at the disposal of the electricity suppliers in force.
- (2) In all cases where the interruption of the power supply occurs on the basis of proven fault of the final customer, the costs of interruption/resumption services will be paid to the OR by the supplier/final customer on the basis of the network contract; the costs paid by the supplier will be recovered from the final customer under the electricity supply contract.
- (3) In all cases where the interruption of the supply at the place(s) of consumption subject to the supply contract occurs at the unjustified request of the supplier, the costs of the ORs related to the interruption/resumption of supply services will be borne by the supplier and recovered by the RB under the network contract.

CHAPTER VI:

Electricity billing

SECTION 1:

General principles for electricity billing

Art. 37

- (1) The billing of electricity supplied at the final customer's place of consumption shall be carried out by the supplier on the basis of the electricity consumption for the billing period and the contracted supply price, valid during the billing period and, where applicable, on the basis of other quantities used for billing purposes, in accordance with the specific regulations.
- (2) The electricity billing process consists mainly of the following activities:
 - a) take-over and validation of consumption data;
 - b) determination of the amount of the invoice;
 - c) drawing up and issuing invoices;
 - d) transmission of invoices;
 - e) handling of invoicing complaints.

SECTION 2:

Electricity billing period

Art. 38

- (1) The invoice for the electricity supplied at the final customer's place of consumption shall be issued by the supplier for each billing period and within the timeframe provided for in the electricity supply contract.
- (2) The supplier shall issue the invoice for each final customer's place of consumption or, with the agreement of the parties, for several places of consumption, indicating separately the invoiced electricity consumption and the amount to be paid for each place of consumption.
- (3) The billing period is fixed, as set out in the supply contract, as follows:
 - a) monthly for end-customers supplied under the universal service regime;
 - b) agreed by the Parties, for final customers supplied on a competitive basis.
- (4) The invoice for the electricity supplied shall be issued after each billing period, unless otherwise agreed by the parties involved in the contract.
- (5) The time frame within which the invoice is issued, provided for in the contract, may be modified with prior notification to the final customer.

SECTION 3:

Electricity price

Art. 39

- (1) Electricity suppliers, with the exception of those not engaged in supplying electricity, i.e. the sale, including resale, of electricity to final customers shall provide standard offers at least to household customers and small non-household final customers.
- (2) Suppliers shall publish the standard offers, cumulatively, by the following means:
 - a) on its own website;
 - b) in the IT application "Comparator of standard electricity supply offers" published on ANRE's website;
 - c) at the single point of contact.
- (3) The standard offer published on its website and at the single point of contact shall contain at least the following information:
 - a) the identification data of the tenderer supplier;
 - b) the period of validity of the standard offer, which is the period during which the standard offer can be accepted by the customer in order to benefit from it;
 - c) the period of application of the standard offer, which is the period during which the price in the standard tender applies and the associated conditions;
 - d) the type of final customer who can choose the offer;
 - e) the periodicity (frequency) of issuing the invoice;

- f) the price of electricity, which includes the electricity purchase component (including the transmission tariff — the input component of electricity into the grid and the supply component);
- g) regulated tariffs for network services, in force on the date of publication of the standard offer, i.e. the tariff for the electricity distribution service, the tariff for the transmission service — the component of the extraction of electricity from the network and the tariff for the system service;
- h) the electricity supply price, which includes the price of electricity and regulated tariffs for network services;
- i) the amount of taxes, fees, taxes and contributions established by the legal provisions in force, valid on the date of publication of the offer;
- j) the value of the fixed component established in lei/month or lei/day, if the standard offer includes this component;
- k) description of the services offered; where a 'package of services' is offered by including, in addition to the supply of electricity, other services, the conditions under which they are offered will be set out, and for each service the information corresponding to the category of services to which it belongs will be specified;
- l) the terms, modalities and conditions for payment of the invoice;
- m) options on how to submit the invoice, including electronic transmission;
- n) the duration of the contract, the conditions for renewal/extension and termination of the provision of services and of the contract, specifying the terms and conditions for unilateral termination/resolution of the contract;
- o) the manner in which the standard tender is accepted;
- p) the documents required for the conclusion of the contract;
- q) the main contractual conditions, including any fees charged for the termination of the supply contract, in accordance with the provisions of Article 29(4);
- r) other conditions.

Art. 40

- (1) In the invoice issued to the final customer by the supplier in accordance with the contract, in addition to the value of the electricity consumption, the green certificates, the contribution for high efficiency cogeneration, excise duty, VAT and other taxes and taxes present or future, established in accordance with the provisions of the applicable normative acts, shall be added.
- (2) In the event of the occurrence of a legislative act amending the amount of the taxes/taxes referred to in paragraph (1), the new values shall be applied in the invoice from the date of their entry into force, with notification to the final customer by the supplier by means of the invoice.
- (3) On the date of entry into force of the legal provisions establishing a new tax/tax, i.e. on the date of repeal of the legal provisions establishing an existing tax/tax, the amendment is reflected in the invoice from the same date, with notification to the customer by means of the invoice.

Art. 41

Reactive electricity shall be paid by the electricity grid user in accordance with the Methodology for determining the obligations to pay reactive electricity and the regulated price for reactive electricity in force.

SECTION 4:

How to determine the electricity supplied for a billing period

Art. 42

- (1) The supplier shall determine the invoice value for the electricity consumed on the basis of the quantities measured or estimated according to the regulations and on the basis of the tariff/price set out in the electricity supply contract.
- (2) The supplier shall issue the invoice representing the value of the electricity consumption for each final customer's place of consumption or, with the agreement of the parties, where the final customer has more than one place of consumption, for all of his places of consumption for which he has concluded a supply contract with that consumer supplier, after each billing period determined in accordance with the electricity supply contract.

Art. 43

- (1) In order to determine the amount of electricity supplied to the final customer in order to issue the invoice on the basis of the actual electricity consumption achieved, the ORs to which the final customer's demand facility is connected is required to read the index of the measurement group.
- (2) In the case of smart meters, suppliers are required to invoice the actual electricity consumption on the basis of the measurement data collected by the IMS and for which the ORs provide access to these data, in accordance with the specific regulations approved by ANRE.

Art. 44

- (1) The reading interval of the measurement group index by the OR, in order to issue the invoice based on the actual electricity consumption achieved, may be longer than one month but shall not exceed 6 months.
- (2) In the case of prosumers, the meter index reading frequency for billing on the basis of measured electricity consumption shall be one calendar month.
- (3) If the reading interval by the OR of the measurement group index is longer than the billing period provided for in the electricity supply contract, billing in the period between two consecutive readings of the OR shall be carried out successively:
 - a) based on the electricity consumption determined by the self-reading of the measurement group index by the final customer and its transmission within the time frame and under the conditions communicated by the supplier; where the supplier considers self-reading to be erroneous, he shall request the final customer to reread the self-reading;
 - b) in the event that the final customer does not transmit the self-read index within the time frame and under the conditions communicated by the supplier:
 - (i) by 31 December 2021:
 - on the basis of an estimated electricity consumption set out in a consumption agreement agreed between the final customer and the supplier;
 - on the basis of a consumption estimated by the supplier, taking into account the consumption determined on the basis of the most recent readings;
 - on the basis of a consumption estimated by the supplier, taking into account the consumption in the similar period of the previous year;
 - (ii) from 1 January 2022, on the basis of the consumption agreement established in accordance with Article 44⁽¹⁾.
- (4) In the situations referred to in paragraph (3) the adjustment of the electricity consumption corresponding to the readings shall be carried out in the first invoice issued after reading the index of the measurement group by the OR.
- (5) In the case of a change of supplier, if the household customer/small non-household customer communicates to the new supplier the self-read index on the date of submission of the change of supplier notification, the latter has the obligation to take over and transmit to the OR the index self-read by the final customer, together with the communication to the OR of the data relating to the supply contract.
- (6) The self-read index referred to in paragraph (5) shall be taken into account by the RB when determining the electricity consumption in the switching process if the OR fails to read the meter within the period between the date of submission of the notification of the change of supplier and the date of the change of supplier.
- (7) If the household customer/small non-household customer does not submit the self-read index in accordance with paragraph (5), OR shall perform the reading of the index of the measuring equipment in the period between the date of submission of the notification of the change of supplier and the date of the actual change of supplier and the transmission of this index to the supplier.

Art. 44¹

- (1) The consumer agreement referred to in Article 44(3)(b)(ii) shall be concluded by the supplier with the final customer for a place of consumption, for each of the months of January to December when the contract for the supply of electricity is concluded, on the basis of the consumption of active electricity made available to the supplier by the OR, in accordance with paragraph (2).

- (2) Each RB shall be required to establish and maintain in the database, for each of the consumption sites in the area of activity, for each of the months of January to December, information on the estimated active electricity consumption, determined, where appropriate, on the basis of:
 - (i) the electricity consumption recorded at the place of consumption during the similar period of the previous year or the electricity consumption determined taking into account the latest readings made by the RPO;
 - (ii) the specific consumption profile determined by the OR for the respective category of final customer where there is no consumption history for the place of consumption.
- (3) It is required to allow all electricity suppliers free of charge access to the data referred to in par.
 - (2) access to data relating to a place of consumption is provided on the basis of customer-specific identifiers (e.g. personal numerical code, consumption site code, etc.).
- (4) It is required to inform the electricity suppliers through their own website of the means of accessing the data referred to in paragraph (2).
- (5) The access by the suppliers of the data referred to in paragraph (2) shall be based on the customer's agreement requested by the suppliers at the conclusion of the supply contract.
- (6) The consumer agreement drawn up by the supplier on the basis of the data provided by the OR, in accordance with the provisions of paragraph (2), may be amended by the customer upon conclusion of the supply contract. In this case, the supplier shall submit to the OR, no later than two working days after the change, the values of consumption determined by the customer, and the OR shall be obliged to modify the active electricity consumption in the database referred to in paragraph 2.
- (7) As of 1 January 2022 OR is required to use the values of the consumer convention to determine the electricity consumption invoiced to the supplier on a monthly basis, in the case of consumption facilities for which there is no index read by the OR or the final customer.

Art. 45

- (1) For the situation referred to in Article 44(3)(a) for the purpose of transmitting the index of the measurement group determined by self-reading, the supplier shall communicate to the final customer, by means of the invoice, at least the following information:
 - a) the time during which the final customer can transmit the self-read index, which may not be less than 5 days;
 - b) the dedicated and free telephone line, which records both the date of transmission of the self-read index and the content of the message; in addition, other means of transmitting the index may also be made available to the final customer, such as, but not limited to, the electronic pathway.
- (2) The consumer agreement may be amended at any time during the performance of the electricity supply contract, at the initiative of the final customer, in accordance with Article 30(s), or at the initiative of the supplier/OR, at least 15 working days before the start of the billing period. If the parties do not agree on the consumption of electricity provided for in the consumer agreement, the supplier shall duly notify the final customer of his right to terminate the electricity supply contract unilaterally.

Art. 46

- (1) If the measuring point of a demand/generation/consumption and generation facility does not coincide with the point of delimitation of the installations for its use from the grid, the electricity traded through the delimitation point shall be determined by correcting the measured electricity, in accordance with the provisions of the Procedure for correction of measurement data in relation to the delimitation point in force.
- (2) In the case of consumption places where the meter is read at intervals of more than one month or delayed from the beginning of the month, the monthly amount of energy for each supplier shall be determined in order to settle on the wholesale market, according to a Methodology for the monthly distribution of electricity quantities measured at intervals of more than one month or deferred from the beginning of the month, drawn up by each OR, approved by ANRE.
- (3) For the measuring point(s) where demand facilities are not equipped with measurement equipment with an imbalance settlement interval recording, the OR shall determine the values of each consumption imbalance settlement range based on a specific consumption profile applicable for that end-customer category or on the basis of the residual consumption profile.
- (4) The specific consumption profile referred to in paragraph (3) shall be determined by the OR on the basis of a

procedure drawn up by the latter and approved by ANRE.

- (5) If it is found that the measurement group has been defective or with a recording error outside the limits laid down in the regulations, as well as in other cases of misrecording/misrecording of consumption and in situations where the electricity consumption cannot be determined by measurement, it shall be determined in accordance with the provisions of the Procedure for determining the consumption of electricity in case of misrecording and in the pause system in force.

SECTION 5:

Information contained in the invoice and/or documents attached to the invoice

Art. 47

Fui is required to issue invoices in accordance with the model of the electricity invoice approved by order of the President of ANRE in force.

Art. 48

- (1) The electricity supplier shall issue invoices containing accurate, transparent, clear, complete, legible and comprehensible information, enabling final customers to adjust their own consumption and to compare commercial conditions for the supply of electricity.
- (2) The supplier shall include in the invoice issued to the final customer for the place of consumption at least the following information, visibly presented:
 - a) the supplier's identification and contact details, including an e-mail address;
 - b) the identification details of the final customer, the address of the place of consumption and the billing address where this is different from the address of the place of consumption;
 - c) the identification code of the place of consumption;
 - d) unique measuring point identification code;
 - e) the number and date of issue of the invoice;
 - f) billing period;
 - g) the amount of electricity invoiced;
 - h) the due date of payment;
 - i) the units of measurement and the prices applied for each size to be invoiced;
 - j) electricity price, expressed in RON/kWh or RON/MWh;
 - k) components included in the unit price for the supply of electricity, specifying those which are regulated or a reference to where a detailed description of them can be found;
 - l) the amount to be paid for each product/service invoiced;
 - m) late payment penalties specified in the contract for late payment of the invoice;
 - n) the time frame and the way the customer can transmit the self-read index;
 - o) the index of the measurement group used at the beginning and end of the billing period to determine the amount of electricity; in the case of the final customer where the reading interval by the OR is longer than the billing period, it shall be specified how the index was determined, i.e. the reading by the OR/self-reading by the final customer/estimation based on the consumption/historical consumption convention;
 - p) green certificates, contribution for high-efficiency cogeneration, VAT, excise duty and other taxes provided for in the legislation in force;
 - q) the total amount payable, including VAT;
 - r) the arrangements for the payment of the invoice;
 - s) contact details of the supplier's single point of contact/regional/local information points;
 - t) the telephone number provided by the RB to which the demand facility is connected to which the final customer can directly notify the OR of the power supply interruptions;
 - u) the time interval for reading the counter index by the representative of the OR;
 - v) information on the possibility of switching;
 - w) information on the rights of final customers in alternative dispute resolution, including the contact details of the responsible entity;
 - x) outstanding payment obligations, if any.
- (3) In the case of prosumers, their suppliers issue invoices in accordance with the applicable regulations and in

compliance with the provisions of the Fiscal Code in force.

Art. 49

In the case of invoices issued on the basis of actual electricity consumption, the supplier shall make available to final customers by means of the invoice and/or documents attached thereto, in addition to the information provided for in Article 48, and the following information:

- a) a clear indication that this is an adjustment invoice;
- b) the period for which the adjustment is made;
- c) the index of the measurement group determined by the OR by reading at the beginning and end of the adjustment period;
- d) the quantity of electricity actually consumed during the regularisation period;
- e) the estimated amount of electricity invoiced in the interval between the readings of the OR;
- f) the debtor/creditor balance at the end of the period for which the adjustment is made, calculated on the basis of the difference between the actual consumption achieved and the invoiced consumption in the interval between the readings of the OR, i.e. the amount the final customer still has to pay to the supplier or the amount owed by the supplier to the final customer as a result of the adjustment, as the case may be.

Art. 50

- (1) At the request of the final customer, the supplier shall make available to final customers all relevant consumption data in a non-discriminatory manner in terms of costs, efforts or time needed to provide such data.
- (2) At ANRE's request, suppliers have the obligation to distribute to their final customers the information materials developed by ANRE.

SECTION 6:

Transmission of invoice and documents attached to it/notifications

Art. 51

- (1) The supplier provides the final customer with several ways of transmitting the electricity invoice and the documents attached to it/notifications, i.e. sending by post, by electronic means, etc.
- (2) The invoice and the documents attached to it/notifications shall be sent to the final customer in the manner set out in the electricity supply contract; at the request of the final customer, transmitted in writing or electronically, the supplier shall ensure that the mode of transmission is changed, without the need to conclude an addendum to the contract.
- (3) The use of the electronic invoice is subject to express acceptance by the final customer.
- (4) The supplier is obliged to send the invoice and the documents attached to it/notifications to the address of the final customer's consumption location, unless the final customer has designated another mailing address or has chosen an electronic way of sending the invoice.
- (5) The supplier is responsible for submitting invoices and documents attached to it/notifications to final customers free of charge and in due time so that they can be paid by the due date.
- (6) At the request of the final customer, the supplier is obliged to provide him with a copy of the invoice, as follows:
 - a) if the request has been sent by post, fax or electronic mail, the copy of the invoice shall be sent by the same means of communication by which the request was received or as requested by the final customer, within two working days of receipt;
 - b) if the request is made by presenting the final customer at the supplier's premises/single point of contact/regional/local information points, as the case may be, or by means of a telephone centre, the copy of the invoice shall be made available immediately to the final customer, unless the latter requests otherwise, in which case the transmission of the invoice shall be effected within the time limit laid down in point (a).

SECTION 7:

Payment of invoice

Art. 52

- (1) Payment of the value of the electricity consumption shall be made by the final customer on the basis of the invoice issued by the supplier, in compliance with the due payment deadline set out in the electricity supply contract.
- (2) The payment arrangements offered by the supplier shall be specified in the electricity supply contract and the invoice sent to the final customer.
- (3) Payment of the value of electricity consumption is made by legal instruments of payment, cash or non-cash, in accordance with the legal provisions in force.
- (4) The supplier shall make available to the final customer at least two methods of payment of the invoice, of which at least one shall be free of charge for the payment of the related sums and shall not create unjustified discrimination between customers.
- (5) The supplier is required to provide the household customer with at least one means of payment of the invoice that allows him to pay in cash, easily accessible and at no additional cost.
- (6) Prepayment systems must be fair and adequately reflect probable consumption. Any difference in terms and conditions should reflect the costs for the provider of the different payment systems.

SECTION 8:

Handling of invoicing complaints

Art. 53

- (1) The electricity supplier is obliged to analyse final customers' complaints regarding billing, communicated to the supplier within 30 days from the date of issuance of the invoice, and to submit to them the result of the analysis carried out, within the deadlines laid down in the Performance Standard for the activity of electricity supply, approved by order of the President of ANRE.
- (1 ¹) Where the settlement of the complaint involves the verification of the measurement data, on the date of submission to the RB of the request for verification of the contested data, the supplier shall notify the final customer of this matter. The communication of information between the supplier, the RB and the final customer shall be carried out in accordance with the deadlines laid down in the performance standard for the activity of electricity supply, approved by order of the President of ANRE, and the means of communication agreed between them.
- (1 ²) If the supplier finds, following the analysis of the complaint/receipt from the RB, that the complaint is not well founded, it shall notify the final customer, within the time limits laid down in the performance standard for the activity of electricity supply, approved by order of the President of ANRE, and the final customer is obliged to pay the invoice.
- (1 ³) If the supplier finds, following the analysis of the complaint/receipt from the RB, that the complaint is well founded, cancels/stops the invoice in question and issues a new invoice, with a corresponding delay of the payment deadline. The supplier shall communicate the final result to the final customer within the deadlines set out in the performance standard for the electricity supply activity, approved by order of the President of ANRE.
- In the event that the final customer has paid the invoice, but it turns out after the payment has been made that the amount initially invoiced was higher than that calculated later, the complaint being well founded, the supplier shall, at the request of the final customer, refund the difference between the amount received and the amount calculated subsequently, including default interest calculated for the amount unduly received, equal to the level of default interest provided for in the contract for failure to pay on time by the final customer the electricity invoices, or compensate for the difference resulting from the following invoice, in compliance with the legal provisions in force.
- (1 ¹) Where the settlement of the complaint involves the verification of the measurement data, on the date of submission to the RB of the request for verification of the contested data, the supplier shall notify the final customer of this matter. The communication of information between the supplier, the RB and the final customer shall be carried out in accordance with the deadlines laid down in the performance standard for the activity of electricity supply, approved by order of the President of ANRE, and the means of communication agreed between them.
- (1 ²) If the supplier finds, following the analysis of the complaint/receipt from the RB, that the complaint is not well founded, it shall notify the final customer, within the time limits laid down in the performance standard

for the activity of electricity supply, approved by order of the President of ANRE, and the final customer is obliged to pay the invoice.

- (1 3) If the supplier finds, following the analysis of the complaint/receipt from the RB, that the complaint is well founded, cancels/stops the invoice in question and issues a new invoice, with a corresponding delay of the payment deadline. The supplier shall communicate the final result to the final customer within the deadlines set out in the performance standard for the electricity supply activity, approved by order of the President of ANRE.

^{ln}the event that the final customer has paid the invoice, but it turns out after the payment has been made that the amount initially invoiced was higher than that calculated later, the complaint being well founded, the supplier shall, at the request of the final customer, refund the difference between the amount received and the amount calculated subsequently, including default interest calculated for the amount unduly received, equal to the level of default interest provided for in the contract for failure to pay on time by the final customer the electricity invoices, or compensate for the difference resulting from the following invoice, in compliance with the legal provisions in force.

- (2) If the parties do not reach an agreement on how to deal with the complaint, they may proceed in accordance with the provisions of Article 23(2)

SECTION 9:

Single Point of Contact

Art. 54

- (1) For the performance of its tasks, according to the specific regulations in force, the electricity supplier is required to organise and maintain a single point of contact, comprising:
- a) a central point, which provides a structure specialised in communication with the final customer and which offers the possibility of presentation at a predetermined location, provided with its own registry, which has adequate staff and equipment for the performance of the services stipulated in the license to supply electricity (contracting, billing, collection, information, reception and handling of complaints of the nature of the services provided, etc., including for the reception/solving/redirecting to other responsible entities of their requests), and which, where appropriate, coordinate the regional/local information points of the provider, which are easily accessible and located at a maximum distance of 50 km from the places of consumption of their own final customers benefiting from universal service, in accordance with the provisions of Article 53⁽¹⁾ and Article 57(11) of Law No 123/2012 on electricity and natural gas, as amended;
 - b) a permanent voice and data service, provided by:
 - (i) telephone centre, i.e. call-center, for commercial information, with the possibility of recording the number of calls and waiting times, provided with at least one telephone line with a free call number for the transmission of the self-read index and a normal rate telephone line, available with operator at least 12 hours on working days;
 - (ii) its own website, with the possibility of recording the number of accesses within a given period, as well as providing the final customer with an online form for the registration of complaints;
 - c) an e-mail address;
 - d) a fax number.
- (2) Suppliers are required to indicate to final customers the address of the single point of contact, both at the time of the conclusion of the electricity supply contract and by means of their invoices and website.

SECTION 10:

Electricity supplier's website

Art. 55

- (1) The electricity supplier shall be obliged to hold its own website in which it must publish up-to-date information on the commercial conditions for the supply of electricity, the rights of final customers, the legislation in force and the means of dispute settlement in the event of requests, complaints, complaints or complaints.
- (2) The electricity supplier shall publish on its website at least the following information:
- a) contact details of the supplier;

- b) address, telephone and fax number of the single point of contact;
 - c) the audience programme, presented in the form of: function, day and time interval;
 - d) standard electricity supply bids; they will be displayed on the website, in a visible place, with a direct link with a suggestive name to these standard offers;
 - e) the general conditions for contracting;
 - f) information on the switching process and the right of the final customer to unilaterally terminate the electricity supply contract;
 - g) application forms, documents and steps required for the conclusion of the electricity supply contract;
 - h) facilities offered to vulnerable customers;
 - i) prices/tariffs applied for other services provided, associated with the supply of electricity, where applicable;
 - j) the label of the electricity supplied according to the current Electricity Labelling Regulation;
 - k) strictly necessary information that the applicant for a supply offer must provide to the supplier in order to draw up a personalised supply offer, in accordance with the provisions of the Performance Standard for the electricity supply activity in force;
 - l) recommendations on the efficient use of electricity: information on contact details of end-customer organisations and energy service companies, including addresses of websites where recommendations on energy efficiency improvement measures, objective technical specifications for energy equipment, etc. can be obtained;
 - m) the method of awarding compensation/compensation in accordance with the provisions of Article 65;
 - n) the manner in which complaints are transmitted, registered, investigated and handled in accordance with the supplier's internal procedure;
 - o) the arrangements for resolving pre-contractual misunderstandings and those arising during the performance of the contract;
 - p) answers to the most frequently asked questions;
 - q) the link to ANRE's website dedicated to final customers of electricity and with direct link to the IT application "Comparator of standard electricity supply offers";
 - r) links to the websites of the RB where information of interest to final customers is published, i.e. RB and end-customer rights/obligations, distribution service performance indicators, planned outages, grid connection, including forms to be completed and steps to be taken for connection purposes, etc.
- (3) The electricity supplier's website may make available to the final customer via password access, free of charge, real-time and secure at least:
- a) own data on the content of the invoices, the consumer history, the history of payments and, where applicable, the amounts due;
 - b) transmission of the self-read index;
 - c) comparisons between the current consumption of the final customer and the consumption corresponding to the same period of the previous year, to the extent that this information is available, preferably in graphic form;
 - d) comparison between the average daily consumption in the current billing period and the average daily consumption in the similar billing period in the previous year, preferably in graphic form; where the data referred to in Article 30(t) are fitted;
 - e) transmission and handling of requests/complaints.

Art. 56

In the case of the FUI, in addition to the information provided for in Article 55, its own website must contain:

- a) the arrangements for the payment of invoices;
- b) the addresses of customer information points, their audience programme and the audience programme;
- c) information on the right of final customers to benefit from universal service and the conditions which they must fulfil;
- d) regulated prices/tariffs applied to customers receiving universal service;
- e) the framework contracts for the supply of electricity approved by ANRE for FUI, together with the orders issued by ANRE for their approval;
- f) (text of Art. 56, letter F. of Chapter VI, Section 10 was repealed on 03-nov-2020 by Art. I, para. 7. of Order 187/2020)

SECTION 11:**Electricity labelling****Art. 57**

- (1) The supplier is required to submit annually to the final customer the electricity label, which contains information on the contribution of each primary energy source to the supplier's primary energy source portfolio, the environmental indicators related to the electricity supplied and the environmental impact of the electricity supplied.
- (2) The preparation and transmission of the electricity label to final customers is carried out in accordance with the provisions of the Electricity Labelling Regulation in force.

CHAPTER VII:**Information on power grid-connected demand facilities****SECTION 1:****RB database on consumption sites****Art. 58**

- (1) It is required to establish and maintain centrally a database containing information on the demand facilities connected to the electricity grid in its own licence area.
- (2) The database referred to in paragraph 1 shall contain, for each demand facility connected to the OR network, at least the following information:
 - a) the identification data of the place of consumption and of the final customer;
 - b) the characteristics of the connection installation;
 - c) the identification codes of the measuring points;
 - d) identification data and characteristics of the measurement groups;
 - e) the consumption history established in accordance with the Measurement Code in force;
 - f) the applicable specific consumption profile, where applicable;
 - g) identification data of the supplier and the balancing responsible party. Where for a demand facility the supply of electricity is provided by more than one supplier, the database shall state which is the main supplier responsible for balancing electricity consumption;
 - h) indication of the contractual partner of the OR (final customer or supplier).
- (3) The database allows the identification of the portfolio of consumer places in the OR licence area for each supplier.

Art. 59

- (1) They shall provide access free of charge to each final customer and his supplier to the information in the database provided for in Article 58 in accordance with a specific procedure, developed by the OR and endorsed by ANRE.
- (2) On the basis of the acceptance of the final customer and in compliance with the provisions of the procedure referred to in paragraph (1), the OR shall provide access free of charge to the database and to other providers other than the current provider.

Art. 60

- (1) They ensure the codification of the measuring points related to the consumption sites in their own licence area, in accordance with a procedure developed by the OR and approved by ANRE. The identification code shall contain a specific field of the respective OR that distinguishes it from the measurement point codes of other network operators.
- (2) They shall ensure that the identification code is transmitted to both the final customer and the supplier of each place of consumption.

Art. 61

- (1) It provides free access to the measurement data collected by the IMS to suppliers that have electricity supply contracts with final customers integrated in the IMS, for the purpose of billing on the basis of actual electricity consumption.
- (2) Access to measurement data collected by the IMS is provided by the OR via the internet or other technical means. The mode of access to measurement data shall be brought to the attention of final customers, including by means of public information.
- (3) They are required to provide access to historical consumption data, which includes measurement data relating to the current month of the current year, including those relating to the previous day, so that they are available to final customers and suppliers, on a continuous, non-discriminatory basis, in compliance with the conditions of security and protection of data confidentiality.

SECTION 2:**Electricity-connected demand facilities other than those of the concessionaire distribution system operator or TSO****Art. 62**

- (1) This section covers demand facilities connected to:
 - a) the distribution system of a distribution system operator other than the concessionaire distribution system, in which case the system to which the demand facility is connected shall be used for the distribution of electricity to demand facilities connected to that network;
 - b) the installation for the use of a final customer, in which case it performs the function of final customer, in respect of the electricity consumed in its own electrical installations, as well as the function of distribution system operator other than the concessionaire, which provides the distribution service to final customers connected to its distribution system.
- (2) The distribution service provided by the operator referred to in paragraph (1) shall be carried out in accordance with the methodology for setting tariffs for the electricity distribution service by operators other than concessionaire distribution operators, in force.

Art. 63

- (1) The supply of electricity to the demand facility connected to the installation for use of a distribution system operator other than the concessionaire may be as follows:
 - a) by resale, in which case both the distribution system operator other than the concessionaire and the connected final customer
the network opted for the competitive market;
 - b) by a universal service contract concluded by the final customer with FUI, where the final customer is entitled and chooses such a contract; in this case the contract for the provision of the distribution service referred to in Article 64 shall be concluded by the FUI with the distribution system operator other than the concessionaire;
 - c) through a supply contract concluded on the competitive market by the final customer with a supplier, in all cases where the final customer decides to conclude a supply contract on the competitive market. In this case, the final customer enters into two contracts:
 - (1) a supply contract with a supplier on the competitive market whereby the supplier provides electricity to it without network services; and
 - (II) a contract for the provision of the electricity network service concluded with the distribution system operator other than the concessionaire.
- (2) The distribution system operator other than the concessionaire shall enter into a network contract for all the electricity needed for its own consumption and for the consumption of final customers connected to its network.
- (3) If the system operator other than the concessionaire has a universal service contract as the final customer, the FUI, as the recipient, shall, as the recipient, conclude with it, as a system operator other than the concessionaire, a distribution contract for electricity taken over by that supply contract.
- (4) In the case referred to in paragraph (1)(a), the distribution system operator other than the concessionaire

acting as supplier must also comply with the provisions of Article 33(c), (o), (x), (z), (a) and (d).

Art. 64

The electricity distribution contract concluded by the final customer in the case referred to in Article 63(1)(a) and (c)(ii) and by the FUI for the case referred to in Article 63(1)(b) and (3) shall follow the model of the framework contract for the provision of the electricity distribution service by operators other than concessionaire distribution operators, an annex to the methodology for setting the tariff for the electricity distribution service by operators other than concessionaire distribution operators, in force.

CHAPTER VIII:

Compensation/Compensation

SECTION 1:

Compensations/Compensations received by the final customer

Art. 65

- (1) The final customer is entitled to receive compensation in the event of failure of the OR to comply with the indicators of continuity of electricity supply, technical quality of electricity and commercial quality of distribution service and performance indicators specific to the transmission service, in accordance with the applicable regulations.
- (2) The final customer is entitled to receive compensation from the supplier if the RB interrupts its power supply at the supplier's unjustified request. Where, according to the applicable regulatory acts, the final customer is entitled to receive for the same interruption and compensation and compensation, he shall receive either the compensation or the compensation or the compensation which is the highest.
- (3) The final customer is entitled to receive compensation for the failure of the supplier to comply with the obligations laid down in the performance standard for the electricity supply activity, approved by order of the ANRE President.
- (4) (the text of Article 65(4) of Chapter VIII, Section 1 was repealed on 01-iul-2021 by Article I, paragraph 29. of Order 82/2021)
- (5) In all cases where the final customer is entitled to receive compensation/compensation from the OR, these are
paid to the final customer by:
 - a) Whether the network contract is concluded by the final customer;
 - b) provider, if the network contract is concluded by the provider and will be recovered by the provider from the OR under the network contract.
- (6) If during the period between the date of the event giving rise to the payment of compensation/compensation and the date of their payment the final customer has changed the electricity supplier, the compensation/compensation is paid to the final customer by the old supplier, who is entitled to recover the compensation/compensation from the OR.

Art. 66

(the text of Article 66 of Chapter VIII, Section 1 was repealed on 01-iul-2021 by Article I, paragraph 30. of Order 82/2021)

SECTION 2:

Compensation for material damages paid to OR by the non-household end-customer

Art. 67

(the text of Article 67 of Chapter VIII, Section 2 was repealed on 01-iul-2021 by Article I, paragraph 31. of Order 82/2021)

Art. 68

The non-household final customer operating an electricity distribution network shall pay compensation for proven

material damage to final customers supplied on its network as a result of the malfunctioning of its own equipment/installations or the actions taken by its personnel, within the time limits and amounts agreed in the contracts concluded with them.

CHAPTER IX:

Interruptions and limitations in the supply of electricity for reasons related to the security of the energy system

SECTION 1:

Planned interruption of electricity supply

Art. 69

- (1) They are required to plan and carry out the development, refurbishment, maintenance, overhaul, repair of their own installations providing electricity supply to final customers in compliance with the provisions of the Performance Standard for the electricity distribution service and, where applicable, the Performance Standard for the electricity transmission service and the system service, in force, in a manner that leads to the shortest possible interruption of power supply.
- (2) The planning of the works shall be carried out in consultation with large non-household final customers, taking into account, as far as possible, their opening hours. For seasonal final customers, the works shall be planned as far as possible during their non-activity period.
- (3) They shall inform final customers and their suppliers of the date, time and duration of planned power supply interruptions laid down in the performance standards by the following means:
 - a) in writing or by telephone, large non-household final customers as well as vulnerable customers requiring continuity of supply; you can also use the electronic transmission path, e-mail, SMS, with acknowledgement of receipt;
 - b) through the media, its own website and/or display at the consumption sites of small non-household end-customers and household customers.

SECTION 2: Interruption/Limitation of electricity supply in exceptional circumstances arising in the operation of the NES

Art. 70

- (1) Interruption of electricity supply in exceptional situations in the NES is justified for the safe operation of the SEN, both at area and national level, as a last option or when the urgency of the situation does not allow for further action. The interruption must be carried out under pre-established technical conditions and ensuring that supply is resumed as soon as possible.
- (2) In the event of a national fuel crisis or in exceptional situations characterised by chronic energy shortages, the TSO shall propose to the relevant Ministry the implementation of the Limitation Norm. The implementation of the Limitation Norm and the period during which it applies shall be approved by Government Decision, in accordance with the provisions of Law No 123/2012 on electricity and natural gas, as amended.
- (3) The conditions under which the interruption or limitation of supply is carried out in such situations are laid down in the Technical Code of Distribution Networks and the Technical Code of the Transmission Electricity Network, in accordance with the provisions of the Performance Standard for the Electricity Distribution Service and, where applicable, the Performance Standard for the Electricity Transmission Service and the System Service, in force, as well as in the specific procedures issued by TSOs and endorsed by ANRE.

CHAPTER X:

Quality of supply activity and quality of services related to the customer's electricity supply final

Art. 71

(the text of Article 71 of Chapter X was repealed on 01-iul-2021 by Article I, paragraph 32. of Order 82/2021)

Art. 72

- (1) The quality of the electricity supply services is analysed in the light of the following aspects: continuity of supply, voltage quality and business quality.
- (2) Continuity of supply refers to the times and frequency of power supply interruptions.
- (3) Voltage quality refers to voltage wave quality in accordance with SR EN 50160 — Voltage characteristics provided by public distribution networks, and takes into account voltage amplitude, including flicker, frequency, voltage wave shape, harmonic content and symmetry.
- (4) The commercial quality of the electricity transmission and system service as well as of the electricity distribution service refers to the activities of contracting services, grid connection, response to requests/referrals/complaints and requests received in respect of these services, measurement of electricity.

Art. 73

- (1) The electricity supplier is required to provide the final customer with the minimum quality of supply activity established by the Electricity Supply Performance Standard in force.
- (2) For non-compliance with the guaranteed levels of electricity supply activity, the supplier is obliged to pay compensation to the affected final customer, in the amount and under the conditions set out in the performance standard for electricity supply activity, approved by order of the President of ANRE.
- (3) (the text of Article 73(3) of Chapter X was repealed on 01-ian-2022 by Art. I, para. 34. of Order 82/2021)
- (4) The assessment and monitoring of the quality of the supply activity, of the electricity supply services and of the satisfaction of final customers shall be carried out in accordance with the provisions of the performance standards in force.
- (5) The supplier should aim to improve the quality of the electricity supply activity in order to increase the satisfaction of final customers.

CHAPTER XI:**Final and transitional provisions****Art. 74**

- (1) Suppliers and RBs shall develop or, as appropriate, amend the procedures/methodologies arising from the provisions of this Regulation and publish them on their website within 3 months of its entry into force.
- (2) In the event of changes in the legal status of the supplier/OR, for the purposes of merger/division/transformation, the resulting economic operator or economic operators shall be required to modify or, where appropriate, to develop the procedures/methodologies arising from the provisions of this Regulation within 90 days from the date on which those operations take effect.

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