

Order 29/2016 approving the Regulation on the supply of natural gas to final customers

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Order 29/2016 approving the Regulation on the supply of natural gas to
final customers

Date of act: 28-June-2016
Issuer: National Energy Regulatory Authority

Having regard to the provisions of Articles 143 to 145, Articles 174, 175 par. (1) and (3), art. 177 par. (1) and (3) and Article 179 par. (1) to (4) of the Law of Electricity and Gas No 123/2012, as amended and supplemented,

Under the provisions of Art. 5 par. (1) lett. c) and Art. 10 par. (1) lett. q) of the Government Emergency Ordinance no. 33/2007 on the organisation and functioning of the National Energy Regulatory Authority, approved with amendments and additions by Law no. 160/2012,

the President of the National Energy Regulatory Authority shall issue the following order:

Art. 1

The Regulation on the supply of natural gas to final customers set out in the Annex which forms an integral part of this Order is approved.

Art. 2

Natural gas suppliers, economic operators, holders of operating licenses, and final customers have the obligation to comply with the provisions of this order, and the relevant compartments of the National Energy Regulatory Authority shall monitor their compliance.

Art. 3

This order shall be published in the Official Journal of Romania, Part I.

Art. 4

On the date of entry into force of this Order, the Order of the President of the National Energy Regulatory Authority no. 42/2012 approving the Regulation on the supply of natural gas to final customers, published in the Official Gazette of Romania, Part I, no. 875 of 21 December 2012, as amended.

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President of the National Energy Regulatory Authority, <u>Niculae Havrilet</u>

Annex No 1: REGULATION on the supply of natural gas to final customers

Chapter I: General provisions

SECTION 1: Purpose and scope

Art. 1

The Regulation on the supply of natural gas to final customers, hereinafter referred to as the Regulation, lays down the regulatory framework for carrying out the activity of the supply of natural gas at the final customers' places of consumption, i.e. relations between suppliers and final customers of natural gas, as well as related relations with economic operators, holders of operating licences, relating to the performance of the gas supply contract.

Art. 2

- (1) This Regulation shall apply to final customers of natural gas, natural gas suppliers and economic operators, holders of an operating licence, in order to ensure the conditions necessary for the supply of natural gas to the places of consumption of final customers.
- (2) This Regulation shall apply in relation to each place of consumption of the final customer.

Section 2: Definitions and abbreviations

Art. 3

- (1) For the purposes of this Regulation, the terms below shall have the following meanings:
 1. *Place of consumption code*— the unique code assigned by the operator to each place of consumption in its own operating licence area, when it is registered in the operator's database, which ensures the identification of the place of consumption and the operational search for the consumption data related thereto, namely making them available to applicants who have the right of access to them;
 2. *Consumption data*— data on the actual consumption of natural gas recorded at one place of consumption and determined by the operator's reading of the measuring equipment index;
 3. *Reading interval*— time interval between two consecutive readings of the measuring equipment index to determine the amount of natural gas corresponding to this range;
 4. *history of consumption*— natural gas consumption achieved in a given period at a place of consumption;
 5. *place of consumption – the location* of the end customer's utilisation facilities, in relation to the postal address, where the measurement of the quantities of natural gas consumed is made by means of the measurement system and for which there are all the documents necessary to be supplied with natural gas, in accordance with the legislation in force; where the commercial surrender/takeover of natural gas is made through several measuring-regulating stations and/or adjusting-measurement stations at the same postal address or through several commercial measurement systems within the same measuring station or measuring station, the location of the user facilities shall be considered commercially as one place of consumption; except where the technical solution of natural gas supply, for the same postal address, was expressly requested by the final customer, as well as the situation in which there are both types of customers, households and non-household customers at the same postal address, their consumption being measured distinctly;
 6. *operator* – the economic operator, holder of the operating license of upstream supply

pipes related to the production/transmission system/distribution system/closed distribution system, from the pipeline/system whose natural gas is supplied the final customer's place of consumption;

7. *Invoicing period – the time* period for which the invoice is issued representing the value of the natural gas consumption of this range at the final customer's place of consumption;

8. *Regulated services* — activities carried out by holders of operating licenses on the basis of framework contracts approved by the National Energy Regulatory Authority and at tariffs regulated by the National Energy Regulatory Authority; regulated services may be, where appropriate, natural gas transmission services through upstream supply pipes/transmission systems, natural gas distribution services through distribution systems/through closed distribution system, underground gas storage services, in accordance with the legal provisions.

(2) The terms defined in paragraph (1) shall be supplemented with those defined in the Law on Electricity and Gas No. 123/2012, as amended and supplemented, and in the specific regulations approved by ANRE.

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

1. ANRE – National Energy Regulatory Authority;
2. CLC – place of consumption code;
3. Fui – supplier of last resort.

Chapter II: Final gas customersSECTION

1: Classification of final customers

Art. 4

(1) Depending on the use of natural gas at the place of consumption, the final customer may be:

- a) *Household customer* — final customer purchasing natural gas for their own household consumption;
- b) *Non-household customer* — the final customer who purchases natural gas that is not intended for domestic consumption.

(2) Under the conditions of this Regulation, the final customer who uses natural gas in residential buildings, regardless of the form of ownership and administration, as well as residential centres for disabled persons, homes for elderly people, foster homes, emergency child-reception centers, foster homes, boarding schools and student homes for domestic activities, through gaseous fuel-using appliances, fitted for commercial heating purposes, produces their own cooking/heating spaces, for the purpose of households.

(3) Under the conditions of this Regulation, in the category of non-household customers:

- a) *Industrial customer*— final customer using natural gas in technological processes in industry through industrial gas utilisation plants defined according to

technical regulations approved by ANRE; this category includes electricity and/or heat generators in power/thermal/cogeneration power plants;

b) *Other non-household client – the final customer using natural gas for commercial/professional/social activities, such as in restaurants, hotels, business centres, agriculture or similar uses, including authorised natural persons, individual enterprises, family businesses, non-profit private law legal entities, public institutions – service units in the fields of education, health, culture, national defence, public order, social assistance, public administration, cults and the like.*

Art. 5

Depending on the number of places of consumption, the final gas customer can be:

- a) with a single place of consumption;
- b) with more places of consumption.

Art. 6

Depending on the way the place of consumption is connected to a natural gas target, the final gas customer may be:

- a) connected to the transmission system;
- b) connected to the distribution system/closed distribution system;
- c) connected to the upstream supply pipe related to natural gas production.

Art. 7

Depending on the annual consumption of natural gas at one place of consumption, the final gas customer may be:

- a) with low consumption, where the annual consumption is less than or equal to 28,000 MWh;
- b) high consumption, if the annual consumption exceeds 28.000 MWh.

Section 2: Vulnerable customer

Art. 8

(1) The final customer belonging to the household customer category shall be registered as a vulnerable customer if he fulfils at least one of the following conditions:

- a) has low incomes up to a threshold set by the state institutions responsible for social protection;
- b) at the place of consumption lives a person who, for health/age reasons, requires special conditions related to the activity of supplying natural gas.

(2) If a vulnerable customer fulfils both the conditions laid down in paragraph 1, he shall benefit from the facilities corresponding to each category.

(3) The criteria for assigning a household client to the category of vulnerable customers for reasons of low income, financial facilities and their implementation are established by the state institutions responsible for social protection.

(4) The criteria for assigning a household client to the category of vulnerable customers for health/age reasons are established by the state institutions responsible in the field of social protection.

Art. 9

- (1) The types of facilities provided to vulnerable customers for reasons of low income are the following:
- a) financial aid for the heating of natural gas housing granted by State institutions responsible for social protection setting the amount, the income limit for which such aid is granted and the modalities for the implementation of such facilities;
 - b) monthly invoicing of natural gas consumption by the supplier only on the basis of the actual consumption of natural gas, determined by the operator's reading/self-citing by the vulnerable customer of the measuring equipment index, during the period when the state institutions responsible in the field of social protection provide financial aid for heating the house with natural gas.
- (2) The natural gas supplier is obliged to communicate in a timely manner to the operator the centralising situation regarding vulnerable customers for reasons of low income received from state institutions in charge of social protection.
- (3) The types of facilities provided free of charge to vulnerable customers for health/age reasons are as follows:
- a) providing the provider with access to the customer relationship centre through specific ways tailored to the needs of vulnerable customers for health/age reasons;
 - b) at the request of the vulnerable customer, monthly invoicing of natural gas consumption by the supplier on the basis of the actual consumption of natural gas, determined by the operator reading/self-citing by the vulnerable customer of the measuring equipment index;
 - c) at the request of the vulnerable customer, the transmission of commercial conditions for the supply of natural gas, invoices, notifications, complaints or any information material, by electronic means, in a format that is compatible with most document reading programs, and the font colour used must be in contrast to that of the fund;
 - d) at the request of the vulnerable customer, the supplier and the operator agree that the relationship with him (self-citing the index of measuring equipment, transmission of the invoice on the name and address of the person concerned, notifications, complaints, etc.) shall be carried out through a third person empowered in writing by the holder of the place of consumption.

Section 3: Other categories of final customers

Art. 10

Protected final customers who cannot be disconnected in critical situations and safety disruptable customers who by reducing consumption to stop contribute to maintaining security in the supply of natural gas in critical situations are determined by the relevant ministry.

Chapter III: Contracting the supply of natural gas

Section 1: Contracting rules

Art. 11

- (1) The final customer can connect to an objective in the natural gas sector and has access to it, according to the specific regulations approved by ANRE.
- (2) In order to supply natural gas to the end customer's consumption site, it is necessary that:
- a) the place-of-consumer natural gas use facility is connected to a natural gas target;
 - b) there is a contract for the supply of natural gas with the supplier;

c) there is a distribution contract and/or a transport contract for that place of consumption with the holder/holder(s) of operation of the pipeline/supply system through which natural gas is circulated to the final customer's place of consumption.

(3) In order to conclude the contract for the supply of natural gas, the supplier shall provide the final customer with information on its commercial conditions for the supply of natural gas, in compliance with the provisions of the Order of the President of the National Energy Regulatory Authority no. 106/2014 on the modalities of informing final customers by natural gas suppliers of commercial conditions for the supply of natural gas, as well as the information requirements provided by the legislation in force.

Art. 12

(1) Depending on the nature of the gas market in which the gas is being carried out, the natural gas supply activity may be:

- a) supply as last resort, in accordance with ANRE regulations;
- b) supply on the competitive market.

(2)

[The text of Article 12(2) of Annex 1, Chapter III, Section 1 was repealed in 03-nov-2020 by Article II, point 2 of Order 187/2020]

(2) The supply of natural gas on the competitive market includes competitive supply under the contract for the supply of natural gas concluded between the supplier and the final customer at the supply price and under commercial conditions negotiated between them or established by standard tenders, in compliance with the legislation in force.

Art. 13

Final customers have the right to choose their supplier to conclude contracts related to the supply of natural gas on a competitive basis.

Art. 14

(1) The supply of natural gas to a place of consumption of the final customer shall be made on the basis of a single supply contract.

(2) By way of derogation from paragraph 1, the high-consumption final customer may conclude for that place of consumption several contracts relating to the supply of natural gas on a competitive basis with different suppliers, in which case he is obliged to conclude with them and the operator of the pipeline/system to which the place of consumption is connected, at least 5 calendar days prior to the delivery period, a common agreement on how to allocate the quantities supplied by each of the suppliers; if the Parties fail to conclude this convention and the quantities of natural gas supplied differ from the programmes established, the allocation of the quantities supplied by each supplier shall be made by the operator, in accordance with the principle of pro rata, in accordance with the legal provisions in force.

(3) Where the final customer has more than one place of consumption for which the supplier and supply arrangements are the same, a single gas supply contract may be concluded for all or part of the places of consumption, as agreed by the Contracting Parties. The contract shall contain annexes specific to each place of consumption and the inclusion or exclusion of a place of consumption from the contract for the supply of natural gas shall be made by means of an addendum.

Art. 15

(1) Depending on the parties' understanding, the natural gas supply contract may be concluded with the final customer in the supplier's premises, remotely or off the premises of the supplier, in compliance with the legislation in force.

(2) The contract for the supply of natural gas shall be concluded, as appropriate, with:

a) the person who holds the right to own or use the space covered by that place of consumption or its authorised person, in the case of individual buildings;

b) the legal person/representative who is empowered/powerd in writing by the owners, with the consent of the simple majority of them (at least half plus one), in the case of buildings with several owners, but with a single measuring equipment for tax settlement.

(3) For the conclusion of a gas supply contract, the applicant shall provide the supplier with at least the following documents:

a) the request for conclusion of the contract; in the case of the applicant choosing a standard tender, the application shall specify his choice of the tender chosen;

b) copy of the identity document/certificate of registration with the National Trade Register Office of the applicant;

c) copy of the document resulting from the ownership or use of the space that is the subject of the place of consumption, from which, upon request and for the protection of the final customer, parts not relevant to the natural gas supply activity can be deleted/anonymised. The document may be any act attesting to ownership or use, at the choice of the applicant, including the certificate issued by the local government within the area of which the property is situated, from which it follows that the applicant is known to own the property under the name of the owner; where the document attests a temporary right of use on this space by means of an act concluded with the owner, the applicant must submit the written consent of the rightful owner to conclude the natural gas supply contract, if this is not included in the proof of the right of use; where the applicant does not have a document attesting the ownership or use of the space or the said document is not definitive, but the applicant declares in writing that he is legally using that space, as long as the place of consumption is not claimed by someone else, the supplier may conclude a contract for the supply of natural gas for a limited period of maximum one year, with the possibility of extension;

(4) For the conclusion of a contract for the supply of natural gas for a domestic customer, the applicant shall present to the supplier, in addition to the documents referred to in paragraph 3, a self-declaration of the destination of the space covered by the place of consumption and the fact that natural gas is used only for domestic activities in the space concerned.

(5) The presentation of the necessary documents and the conclusion of the contract for the supply of natural gas may also be carried out by electronic means, in compliance with the legislation in force, if the supplier offers this possibility of contracting.

(6) Where, at the place of consumption covered by the gas supply contract, the household customer intends to change the destination of the space or to use natural gas for commercial/professional/social activities, he shall notify the supplier in writing at least 30 calendar days before the date on which the natural gas will be used for non-household consumption; in this case, the contract terms will be amended in accordance with the new conditions.

Art. 16

(1) The natural gas supply contract shall contain at least the information provided for in the Order of the President of the National Energy Regulatory Authority no. 106/2014 on the modalities of informing final customers by natural gas suppliers of commercial conditions for the supply of natural gas.

(2) The natural gas supply contract shall be concluded in writing, with a legible font of at least 10 pt, on paper or other durable medium, visible and easy to read or, if the final customer agrees, in electronic form or, where appropriate, by means of distance communication, in compliance with the conditions provided by law.

(3) The conditions/clauses provided in the natural gas supply contract may be amended and/or supplemented by additional acts, with the agreement of the parties, provided that they do not contravene the related provisions in force.

(4) Contractual provisions based on provisions of normative acts are modified by law at the date of entry into force of the amendment of the respective normative acts; in this case, the supplier is obliged to notify the final customer of the changes made, within the time limit and by the manner established by the contract for the supply of natural gas.

(5) The general framework for contractual relationships between the supplier and final customers of a given category may be entered by the supplier in an annex called 'Standard Conditions for the supply of natural gas', which forms an integral part of the contract and which is displayed on the supplier's website.

Art. 17

In case of disputes arising during contractual relations, if they do not reach an agreement, the parties may appeal to ANRE in order to trigger the settlement process at its level, according to the provisions of the regulation on organisation and functioning of the commission for settlement of wholesale and retail disputes between participants in the electricity and gas market, approved by ANRE.

Section 2: Provision of natural gas as a last resort

Art. 18

[Article 18 of Annex 1, Chapter III, Section 2 was repealed in 03-nov-2020 by Article II, point 6 of Order 187/2020]

Art. 19

[Article 19 of Annex 1, Chapter III, Section 2 was repealed in 03-nov-2020 by Article II, point 6 of Order 187/2020]

Art. 20

[Article 20 of Annex 1, Chapter III, Section 2 was repealed in 03-nov-2020 by Article II, point 6 of Order 187/2020]

Art. 21

(1) The supply of natural gas as a last resort is the temporary supply activity carried out by the designated supplier by ANRE, in accordance with the applicable regulations.

(2) Fui has an obligation to ensure the supply of natural gas:

- a) the final customers who have remained without a natural gas supplier, being withdrawn by ANRE the supply license, during the course of the activity;
- b) final customers who have not ensured the supply of natural gas from any other source.
- (3) Fui is not required to supply natural gas to final customers who at the time of takeover interrupted the supply of natural gas for non-payment until payment obligations are fully paid.
- (4) Information on the conditions for the supply of natural gas as a last resort and the taking over of a final customer in one of the situations referred to in paragraph 2 shall be made in accordance with the applicable regulations approved by ANRE.
- (5) The conditions for the conduct and termination of the supply of last resort shall be established in accordance with the applicable regulations approved by ANRE.
- (6) The pricing principles applied by suppliers of last resort to purchased customers are established in accordance with the applicable regulations approved by ANRE.

Section 3: Provision of natural gas in the competitive market

Art. 22

- (1) On the competitive market, the supply of natural gas shall be competitive on the basis of the supply contract concluded between the supplier and the final customer at the supply price and under the commercial conditions negotiated between them or established by standard offers.
- (2) The supply of natural gas on a competitive basis is the commercial activity of selling natural gas to final customers who have exercised their eligibility right, carried out by the supplier on the basis of the license issued by ANRE.
- (3) The final customer may conclude the contract for the supply of natural gas on a competitive basis with any of the holders of the license for the supply of natural gas issued by ANRE.
- (4) With a view to concluding a contract relating to the supply of natural gas on a competitive basis, the final customer may accept a standard offer published by a natural gas supplier or request an offer on the commercial conditions and the supply price for negotiation with it, as appropriate, or use the selection of the supplier through specific tender/procurement processes.
- (5) The final customer may conclude the contract for the supply of natural gas on a competitive basis in the following variants:
 - a) with regulated services included, a situation in which the holding of contracts for the provision of these services falls to the supplier, and the natural gas supply price includes the tariffs regulated by ANRE corresponding to the services provided for that final customer;
 - b) without regulated services included, only for the quantity of natural gas contracted, in which case the holding of contracts for the provision of these services rests with the final customer and the supply price does not include the tariffs regulated by ANRE related to these services.
- (6) The contract for the provision of a regulated service shall be concluded with the holder of the operating license under the framework contract approved by ANRE and at the tariff regulated by ANRE.

Art. 23

If the supplier is in possession of contracts for the provision of regulated services, it shall ensure the connection between the final customer and the holders of operating licenses.

Art. 24

(1) Where the contract with the pipeline operator/system to which the place of consumption is connected is concluded by the final customer, the operator concludes with the final customer and the supplier(s) who simultaneously carry out the activity of supplying natural gas at that place of consumption, a multi-party agreement assumed by signature by all parties, whereby:

- a) the final customer, operator and supplier(s) shall establish the means of communication and mutual information regarding the supply and supply of natural gas to the place of consumption;
- b) the operator undertakes to interrupt/limit technical parameters, where technically possible/to resume the supply of natural gas at the place of consumption, at the request of the supplier, on the basis of the clauses laid down in the contract for the supply of natural gas concluded by the supplier with the final customer, as well as in other situations provided for in the legislation in force in which the supplier is entitled to request the operator to interrupt/limit the technical parameters/resumption of natural gas supply at the final customer's place of consumption;
- c) the operator undertakes to inform the supplier(s) of the interruption/limitation of the technical parameters/resumption of natural gas supply at the customer's place of consumption, according to the clauses laid down in the contract concluded by the operator with the final customer, as well as in other situations provided by the legislation in force, in which the operator has the right to interrupt/limit the technical parameters/to resume the supply of natural gas at the final customer's place of consumption.

(2) The multi-stakeholder convention referred to in paragraph 1 shall contain at least the identification data of the parties, the identification data of the place of consumption, the number and date of contracts concluded by the final customer relating to the place of consumption and the period of validity thereof, the means of communication and mutual information agreed between the parties and the procedural steps related to the interruption/limitation of technical parameters/resumption of natural gas supply and supply at the place of consumption.

(3) The responsibility for the damage caused by the interruption/limitation of technical parameters in natural gas supply lies with the final customer, if the supplier's request was in accordance with the provisions of the natural gas supply contract and the legal provisions in force, respectively to the supplier, if he unjustifiably requested the operator to interrupt/limit the technical parameters in the supply of natural gas at the place of consumption.

(4) Where the contract with the operator of the pipeline/system to which the place of consumption is connected is concluded by the high-consuming final customer who ensures his natural gas needs at that place of consumption simultaneously from several suppliers, the multi-stakeholder agreement referred to in paragraph 1 shall contain, in addition to the information referred to in paragraph 2, the method of allocating the quantities supplied by each of the suppliers, within the time limit laid down in Article 14(2).

(5) The multi-stakeholder agreement referred to in paragraph 1 shall constitute an annex to both the contract for the supply of natural gas concluded between the final customer and the supplier and to the contract concluded between the final customer and the operator of the pipeline/system to which the place of consumption is connected.

Chapter IV: The Code of the place of consumption

Section 1: The codification of the place of consumption

Art. 25

(1) Each operator has an obligation to establish, by 30 June 2017, a national coding system for all

places of consumption in its own operating licence area, whereby an identification code, called CLC, is allocated to each place of consumption.

(2) With a view to distinguishing the identification codes assigned by an operator from the identification codes

of the places of consumption in the licensing area of other operators, ANRE shall establish and publish on its own website, within 60 working days of the date of entry into force of this Regulation, a list specifying the identification code of each operator, consisting of letters type characters; the list will be updated by ANRE whenever necessary.

(3) The CLC contains alphanumeric type characters and is structured in two fields, as follows:

a) a first field consisting of letters type characters, representing the operator identification code established and published by the ANRE as referred to in paragraph 2;

b) a field consisting of letters and/or digits, which is the unique code for the place of consumption.

(4) The method of encoding the place of consumption shall comply with the following criteria:

a) the code used is unique at the level of the operating licence area;

b) the code used allows clear identification of the place of consumption.

(5) The CLC shall remain valid for the period of existence of the place of consumption and shall not change in the case of the change of the natural gas supplier or the final customer which has the right to own or use the space covered by that place of consumption.

(6) The operator shall ensure the communication of CLC at the request of both the final customer and the current supplier at that place of consumption.

(7) As of 1 January 2018, suppliers are required to register CLC on the natural gas bill.

Section 2: Modality of access to consumer data

Art. 26

(1) Each operator is required to enter the CLC in its database with information on places of consumption in its own operating licence area.

(2) On the basis of the identification data of the final customer/supplier and the CLC/the address of the place of consumption, the operator shall ensure access free of charge, under safe and confidential conditions, to the consumption data recorded for at least the last 36 calendar months or for the period since the first gas supply contract for that place of consumption, if the latter is smaller, as follows:

a) the final customer has access only to the data relating to his/her own place(s) of consumption);

b) the supplier has access only to the data relating to the place(s) of consumption for which it has a contract/gas supply contract(s) in force with the final customer;

c) any other natural gas supplier other than the current supplier or an energy service provider shall only have access if the final customer submits the written consent of the final customer to the supplier's right of access to the data relating to its own place(s) of consumption.

(3) In addition to the data on the previous consumption referred to in paragraph 2, the operator shall make available to the final customer who has a smart meter detailed by the period of use for each day, week, month and year at the place of consumption. Such data shall be made available to the final customer by means of a web application or meter interface for a period of at least 24 months preceding or for the period elapsed since the start of the gas supply contract or from the date of installation of the smart meter, if the latter are less than 24 months.

Art. 27

(1) With effect from 1 January 2018, by the introduction of the CLC, the consumption data referred to in Article 26(2) and (3) relating to that place of consumption and any other information

relating to it contained by the operator's database, in accordance with the legislation in force, can be accessed via a secure web application the link of which will be posted on the operator's website; the web application must allow the transfer of these data through a standard electronic Excel or machine-readable XML format.

(2) Access to the information in the database through the web application referred to in paragraph 1 shall be granted at the request of the final customer, under the conditions provided for in Article 26 par. (2) letter a).

(3) Access to information in the database through the web application referred to in paragraph 1 shall be granted at the supplier's request, subject to the conditions laid down in Article 26(2)(b), and shall be withdrawn at the date of termination of the contract for the supply of natural gas concluded with the final customer for that place of consumption; if at a place of consumption the final customer changes its supplier, with the operation in the database of the changeover of the supplier, the information related to that place of consumption will no longer be available to the old supplier.

(4) Access to information in the database for a place(s) of consumption through the web application referred to in paragraph 1 shall be granted upon request of any other natural gas supplier other than the current supplier or an energy service provider, under the conditions laid down in Article 26(2)(c), only after the latter has submitted the written and explicit agreement of the final customer, specifying his identification data, the identification data of the empowered supplier and the CLC; in that case, the duration for which this supplier has access to that information in the database shall be 5 working days.

(5) Pending the implementation of the web application referred to in paragraph 1, the consumption data referred to in Article 26(2) and (3) shall be made available to applicants by the operator, not later than 5 working days from the date of registration of the request, in a standard electronic Excel or machine-readable XML format.

Chapter V: MakingSECTION

1: General principles on invoicing

Art. 28

Depending on how the natural gas supply contract is concluded, the final customer shall receive:

- a) invoices issued by the supplier, where the supply contract is concluded with regulated services included and the supply price provided for in the contract includes both the price of natural gas supplied and the tariffs for their transport/distribution, as appropriate, at the final customer's place of consumption;
- b) separate invoices where the supply contract is concluded without regulated services included and the contract price includes only the price of natural gas supplied, i.e. invoices issued by the supplier for natural gas supplied and invoices issued by the operator/operators for their transport/distribution, as appropriate, at the place of consumption, according to contracts concluded with the final customer for the provision of these services.

Art. 29

(1) Natural gas supplied at the final customer's place of consumption shall be carried out by the supplier on the basis of the gas consumption, expressed in units of energy, for the period of invoicing and the contract supply price valid during the invoicing period.

(2) The smoker shall issue the invoice for each place of consumption of the final customer or, with the agreement of the parties, for more than one place of consumption, indicating separately the consumption of the gas billed and the amount of payment for each place of consumption.

Art. 30

[The text of Article 30 of Annex 1, Chapter V, Section 1 was repealed in 03-nov-2020 by Article II, point 8 of Order 187/2020]

Art. 31

(1) Where, at the same place of consumption, there are both types of final customers, natural gas being used for both domestic and non-household consumption, it is necessary to modify the user installation in order to separate and measure separately, by means of measurement equipment for tax settlement, the specific consumption of each type of customer.

(2) Where it is not technically possible to separate the facilities for use, final customers and suppliers at that place of consumption shall conclude a common agreement on the allocation of the quantities supplied, setting out how to determine the share of household and non-household consumption of total natural gas consumption.

Section 2: Invoicing period

Art. 32

(1) The gas invoice supplied at the final customer's place of consumption shall be issued by the supplier for each billing period established by the gas supply contract.

(2) For provision as a last resort the billing period shall be monthly.

(3) On the competitive market, the invoicing period shall be agreed by the parties through the contract for the supply of natural gas on a competitive basis, subject to the following principles:

- a) for household customers may not exceed 3 months;
- b) for non-household customers it may not exceed 6 months.

(4) The supplier is obliged to offer the final customer, at the conclusion of the contract for the supply of natural gas on a competitive basis, the possibility to opt for a monthly invoicing period; where several options regarding the invoicing period are made available to the final customer, the supplier is obliged to inform him accordingly of the possible fluctuation of costs depending on the chosen invoicing period.

(5) Any modification of the invoicing period agreed by the parties in the contract for the supply of natural gas on a competitive basis shall be made by an addendum thereto.

Section 3: The determination of natural gas consumption for a period of billing

Art. 33

The determination of the natural gas consumption, expressed in units of energy, which represents the amount of energy supplied for the invoicing period, shall be carried out by multiplying the quantity of natural gas, expressed in mc, related to the invoicing period, by their higher calorific value, in accordance with the provisions of the measurement regulation approved by ANRE.

Art. 34

The amount of natural gas supplied to the final customer shall be measured through the measuring equipment by the operator of the pipeline/system to which the place of consumption is connected, in

accordance with the provisions of the measurement regulation approved by ANRE; if the malfunction of the measuring equipment is found, the quantity of natural gas supplied at the place of consumption shall be recalculated in accordance with the legislation in force.

Art. 35

(1) In determining the amount of natural gas supplied to the final customer for the purpose of issuing the invoice on the basis of the actual consumption achieved, the operator of the pipeline/system to which the final customer's place of consumption is connected shall carry out the reading of the index of the measuring equipment at specified intervals, in accordance with the following principles:

- a) the reading range of the index of the measuring equipment established by the operator in order to determine the amount of natural gas supplied to a domestic customer shall not exceed 3 months;
- b) the reading range of the index of the measuring equipment established by the operator in order to determine the amount of natural gas supplied to a non-household customer shall not exceed 6 months.

(2) The quantity of natural gas, expressed in mc, corresponding to the interval between two consecutive operator readings shall be determined by the difference between the newly read index at the end of the reading interval and the old index read at the end of the previous reading interval.

Art. 36

(1) For the invoicing period during which the operator performs the reading of the measuring equipment index, the billing shall be carried out on the basis of the actual consumption of natural gas, determined by the operator and taken over by the supplier.

(2) Where the operator's reading interval of the measuring equipment index is longer than the invoicing period provided for in the natural gas supply contract, invoicing between two consecutive readings of the operator shall be carried out, as appropriate:

- a) based on the actual consumption of natural gas, determined by the self-read of the measuring equipment index by the final customer and its transmission within the time and conditions communicated by the supplier;
- b) on the basis of an estimated consumption of natural gas provided for in a consumer agreement agreed by the final customer with the supplier at the conclusion of the gas supply contract, which shall be taken over only if the final customer does not transmit the auto-read index within the time and conditions communicated by the supplier.

(3) For the situation referred to in paragraph 2, the supplier shall be required to make a regularisation for the period between two consecutive readings, in the first invoice issued after the operator reads the index of the measuring equipment, if he finds that at the end of the reading interval there are differences between the end of the reading interval between the final customer and the consumption invoiced to the operator.

Art. 37

(1) In the case referred to in Article 36 (2) (a), with a view to transmitting the index of measuring equipment determined by self-reading, the supplier shall communicate at least the following information to the final customer by means of the invoice;

- a) the timeframe during which the self-read index may be transmitted, which may not be less than 5 calendar days;
- b) the dedicated and free phoneline, 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, electronic means.

(2) For the situation referred to in Article 36 (2) (b), the estimated consumption provided for in the consumer convention may be determined either on the basis of the history of consumption of the previous year or on the basis of the monthly quantities determined on the basis of the annual consumption profile; the consumer convention may be amended at any time during the course of the contract, at the initiative of the final customer, where he considers that the estimated values no longer correspond to actual consumption, provided that the new values are notified to the supplier at least 30 calendar days before the start of that invoicing period.

Section 4: Information contained in the invoice

Art. 38

(1) The supplier is obliged to issue invoices containing accurate, transparent, clear, complete, legible and comprehensible information that will enable final customers to adjust their own consumption and compare commercial conditions for the supply of natural gas.

(2) The following types of information shall be included in the invoice and/or the documents annexed thereto:

- a) priority information that gives the final customer all the necessary elements to understand how the consumption of natural gas, expressed in units of energy, is billed and how much they have to pay for this consumption;
- b) additional information which does not relate to invoicing but which may be useful to the final customer during the performance of the natural gas supply contract;
- c) billing information that provides the final customer with a comprehensive overview of the actual consumption achieved and the current cost of natural gas, so that it can adjust its own consumption.

Art. 39

(1) The supplier shall include in the invoice issued to the final customer for the place of consumption on the first or at most the second page of the invoice, at least the following priority information:

- a) the supplier's identification and contact details;
- b) the identification data of the final customer, the address of the place of consumption and the billing address, if different from the address of the place of consumption;
- c) the customer code assigned by the supplier;
- d) the place of consumption code assigned by the operator – CLC, within the time limit provided for in Article 25(7);
- e) the number and date of issue of the invoice;
- f) the starting and end date of the invoicing period;
- g) the due payment deadline;
- h) the names of the products/services invoiced, as appropriate, and their units of measurement;
- i) the unit price for the supply of natural gas, expressed in lei/MWh or in sub-multiple lei/kWh, and the unit price/tariffs/charges applied/applied for each product/service that is invoiced separately in addition to natural gas supply, not included in the unit price for it, as appropriate;
- j) type of unit price for the supply of natural gas (fixed/variable);
- k) the components included in the unit price for the supply of natural gas, specifying those which are regulated or a reference as to where a detailed description of them can be found;
- l) the payment value for each invoiced product/service;
- m) the time frame and the manner(s) by which the customer can transmit the index of the measuring equipment determined by self-reading, in the case of the final customer at which the operator's reading

interval is longer than the invoicing period;

- n) the index of the measuring equipment used at the beginning and end of the invoicing period for determining the quantity of natural gas, expressed in mc; in the case of the final customer at which the reading interval by the operator is longer than the invoicing period, it shall be specified how the index was determined, respectively by the operator/self-citing by the final customer/estimation on the basis of the consumer convention;
- o) the quantity of natural gas, expressed in mc, of the invoicing period;
- p) the value of the higher calorific value of the invoicing period;
- q) the amount of energy, expressed in MWh/kWh, representing the consumption of natural gas invoiced;
- r) the method of converting the amount of natural gas, expressed into mc, into the amount of energy, expressed in MWh/kWh;
- s) information related to the acquisition of natural gas; value of VAT;
- t) total amount of payment (with VAT); t) the payment methods of the invoice;
- u) the contact details of the customer relationship centre provided by the supplier;
- v) the operator's telephone number to notify emergency situations of the safe operation of the end customer's or operator's facilities.

(2) If the final customer fails to pay an invoice within the due date, the invoice/later invoice(s) shall include information on the previous unpaid debit at the time of issue of the invoice and the significance of each payment obligation contained in the invoice.

Art. 40

(1) The supplier shall make available to final customers through the invoice and/or documents attached to it at least the following additional information:

- a) information on the right of the final customer to change the supplier, free of charge, in compliance with the contractual conditions, according to the procedure approved by ANRE, specifying that "List of economic operators, holders of natural gas supply license" is published on the ANRE website;
- b) information on the modalities for the submission of complaints by final customers, as well as on the options they have in case they are not satisfied with how to deal with the complaint by the supplier, in accordance with the framework procedure on the obligation of suppliers to deal with final customers' complaints, approved by ANRE;
- c) information on the measures that the supplier is entitled to take under the contract for the supply of gas concluded if the final customer fails to pay the invoice within the due date;
- d) information on the right of the final customer to benefit from a minimum level of quality of the supply activity and services related to natural gas supply, the non-compliance of which entails payment by the provider of the respective activity/service of a penalty/compensation to the affected final customer, according to the performance standards approved by ANRE;
- e) any other information required by the legislation in force that the supplier is obliged to make available to the final customer through the invoice and/or documents attached to it.

(2) In addition to the information referred to in paragraph 1, the supplier shall provide household customers, through the invoice and/or documents annexed thereto, with information on the types of facilities provided by the supplier to vulnerable customers or a reference as to where they can be consulted.

Art. 41

- (1) The supplier shall make available to final customers through the invoice and/or documents attached to it at least the following invoicing information:
- a) the current price and actual consumption of natural gas;
 - b) comparisons between the final customer's current consumption and consumption corresponding to the same period of the previous year, in so far as this information is available, preferably in graphic form;
 - c) information on the concept of energy efficiency, i.e. contact details of energy institutions, where final customers can obtain information on available measures to improve energy efficiency, reference profiles on individual consumption and other technical specifications of energy appliances that can help reduce consumption.
- (2) The invoicing information referred to in paragraph 1 shall be transmitted to the final customer by the supplier at least every 6 months.
- (3) By way of derogation from paragraph 2, the invoicing information referred to in paragraph 1 shall be transmitted to the final customer by the supplier, at least quarterly, at the request of the final customer or where the final customers have opted for the electronic invoice.

Art. 42

Where the interval for reading the index of the measuring equipment by the operator is longer than the invoicing period, the supplier shall include the following information in the invoice by which he makes the regularisation for the period between two readings, in addition to the information referred to in Articles 39 to 41:

- a) indication in a clear manner that this is a regularisation invoice;
- b) the period for which the settlement is made;
- c) the index of measurement equipment determined by the operator by reading at the beginning and end of the period for which the adjustment is made;
- d) the quantity of natural gas, expressed in mc, actually consumed during the regularisation period;
- e) the value of the higher calorific value of the average calorific value of the regularisation period, calculated as the arithmetic average of the higher calorific powers for each day of the regularisation period;
- f) the amount of energy, expressed in MWh/kWh, which is the actual consumption of natural gas during the period for which the settlement is made;
- g) the amount of energy, expressed in MWh/kWh, which is the invoiced gas consumption in the range between the operator's readings;
- h) the debit/creditor balance at the end of the regularisation period, calculated on the basis of the difference between the actual consumption achieved and the consumption invoiced in the interval between the operator's readings, i.e. the amount that 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 regularisation, as appropriate.

Art. 421

- (1) In the case of the domestic customer, if, following the regularisation of the additional amount paid by him is more than 100 lei, the supplier is obliged to repay this amount according to the legal provisions in force.
- (2) If the amount paid by the household customer is less than 100 lei as a result of the regularisation, the amount will be compensated in the account of the following invoices.

Section 5: Issue of invoices

Art. 43

- (1) The supplier shall issue the invoice representing the value of the consumption of natural gas at the final customer's place of consumption after each billing period established in accordance with the natural gas supply contract.
- (2) By way of derogation from paragraph 1, the parties may, by way of the contract for the supply of natural gas, agree another periodicity for issuing the invoice; the supplier may invoice in advance, before the end of the invoicing period, only at the written request of the final customer, which shall include the period for which the invoicing is requested in advance, or under the conditions laid down in the contract for the supply of natural gas on a competitive basis.

Section 6: Transmission of invoices and documents attached thereto

Art. 44

- (1) The supplier shall make available to the final customer two ways of transmitting the invoice and the documents attached to it, in printed format and in electronic form, and the final customer shall have the possibility to opt for either.
- (2) The invoice issued by the supplier shall be transmitted to the final customer in the manner established by the contract for the supply of natural gas; the supplier shall ensure the change of the mode of transmission of the invoice at any time, at the request of the final customer, submitted in writing or electronically, without the need to conclude an addendum to the contract.
- (3) The use of the invoice in electronic form is subject to express acceptance by the final customer.
- (4) The supplier shall be obliged to forward the invoice to the final customer's place of consumption, unless the final customer has designated another correspondence address or has chosen an electronic way of transmitting the invoice.
- (5) The supplier is responsible for forwarding the invoices to the final customers free of charge and timely so that they can be paid by the due date.

Section 7: Payment of the invoice

Art. 45

- (1) The payment of the natural gas consumption consideration shall be made by the final customer on the basis of the invoice issued by the supplier, in compliance with the due payment term stipulated in the natural gas supply contract.
- (2) If the due date of the invoice is a non-working day, the time limit shall be deemed to be fulfilled on the following working day.
- (3) By way of derogation from paragraph 1, where the measuring equipment is prepaid, the amount of natural gas consumption shall be paid in advance. The supplier shall establish for each card load a minimum threshold and a maximum threshold, i.e. the minimum and maximum quantities of natural gas paid in advance by loading the card.

Art. 46

- (1) Payment for natural gas supply shall be made through the legal instruments of payment, cash or non-cash, according to the legal provisions in force.
- (2) The supplier shall make available to the final customer at least two means of payment of the invoice, of which at least one without fees for the payment of the corresponding amounts, which shall

not create unjustified discrimination between customers.

(3) The supplier shall make available to the household customer at least one means of paying the invoice that allows him to pay the invoice in cash, easily accessible and at no additional cost.

(4) The payment arrangements offered by the supplier shall be specified in the natural gas supply contract and in the invoice submitted to the final customer.

Art. 47

(1) For last resort provision, the payment obligation shall be deemed to be fulfilled on the date of payment by the final customer, unless the payment is made by bank transfer, in which case the obligation in question is deemed to be fulfilled on the date on which the supplier's account was filled with the amount covered by the payment.

(2) For supply on the competitive market, the payment obligation shall be deemed to be fulfilled in accordance with the specific clauses laid down in the contract for the supply of natural gas on a competitive basis, unless payment is made by bank transfer, in which case that obligation is deemed to be fulfilled on the date on which the supplier's account was filled with the amount covered by the payment.

Art. 48

(1) For the failure of the final customer to pay within the due deadline laid down in the gas supply contract the invoice representing the value of the natural gas consumption, the supplier shall be entitled to apply penalty interest for late payment, within the time limit and under the conditions laid down in the natural gas supply contract, and to take the following measures successively:

a) giving notice free of charge to the final customer if it is to discontinue the supply at the place of consumption within the time limit and by means of communication agreed by the parties through the contract for the supply of natural gas; the notice of interruption of natural gas supply for non-payment of the invoice shall have a minimum period of 15 calendar days for domestic customers, i.e. at least 3 calendar days for non-household customers;

b) interruption of the supply of natural gas at the final customer's place of consumption, under the conditions specified in the contract for the supply of natural gas, provided that the measure referred to in point (a) is fulfilled;

c) giving notice to the final customer free of charge if it is to terminate the natural gas supply contract within the time limit and under the conditions laid down in that contract; notice of termination of the contract for the supply of natural gas must have a period of at least 15 calendar days;

d) termination of the gas supply contract.

(2) In addition to the measures referred to in paragraph 1, prior to the interruption, the supplier shall be entitled, where technically possible, to have the supply of natural gas limited, within the time limit and under the conditions laid down in the contract for the supply of natural gas, with a notice of at least 3 calendar days.

(3) At the request of the final customer, the supplier may, as appropriate:

a) provide an alternative way of making the payment for the final customer experiencing difficulties in making the invoice payment by means of the natural gas supply contract;

b) negotiate with him a schedule of sums owed by the final customer experiencing financial difficulties in paying the invoice, in which case the payment installing period is determined by the supplier on the basis of the amount of payment obligations and the financial capacity of the final customer to pay.

Art. 49

In the competitive market, in the case of the final customer who has been interrupted from supplying natural gas at the place of consumption for failure to pay the invoice representing the equivalent value of the natural gas consumption, the supplier shall be entitled to request the provision of a financial security, the amount and conditions under which this guarantee is lodged are laid down in the natural gas supply contract, in accordance with the will of the Contracting Parties.

Section 8: Final winding-up account

Art. 50

- (1) Within a maximum of 42 calendar days from the date of termination of the gas supply contract, the supplier shall send the final customer the invoice with the final liquidation statement.
- (2) Where the final winding-up statement contains a positive balance, the final customer shall be obliged to pay the invoice referred to in paragraph 1 by the due date.
- (3) In the event that the final liquidation balance contains a negative balance, the supplier shall return the amount due to the final customer within 5 calendar days from the date of issue of the invoice referred to in par. (1).

Chapter VI: Interruption/Limiting/Resuming the supply and supply of natural gas at place of consumption of the final customer

Art. 51

- (1) Interruption/Limiting/Resuming natural gas supply at the final customer's place of consumption may be ordered by the supplier in the situations provided for in the natural gas supply contract, as well as in other situations provided by the legislation in force in which he is entitled to request the operator to perform the activity of interruption/limitation of technical parameters/resumption of natural gas supply at the final customer's place of consumption.
- (2) In order to interrupt/limit/resume natural gas supply at the final customer's place of consumption, the supplier shall be entitled to request the operator to perform the activity of interruption/limitation of technical parameters/resumption of natural gas supply at the final customer's place of consumption in the following situations:
 - a) at the request of the final customer;
 - b) in the event of the final customer's refusal to provide a financial guarantee in case of finding, according to the legal provisions in force, of actions designed to distort in any way the indications of the measuring equipment or to circumvent natural gas by bypassing the measuring equipment;
 - c) for the failure of the final customer to pay the invoice representing the equivalent value of the natural gas consumption, within the time limit laid down in the gas supply contract, and, where applicable, the corresponding penalty interest for late payment; if the final customer disputes the correctness of the value of the invoice issued, the supplier is not entitled to order the interruption/limitation of natural gas supply until he communicates to the final customer the result of the verification, in compliance with the performance standard for the natural gas supply activity;
 - d) in other cases provided for in the contract for the supply of natural gas as well as the legislation in force.
- (3) The operator's performance of the activity of interruption/limitation of technical parameters/resumption of natural gas supply at the final customer's place of consumption is performed, according to the legal provisions in force, on the basis of a related tariff levied by the operator, which is paid:

- a) by the final customer, where the operator's request for the performance of the business is made directly or through his supplier, unless this request is related to the safe operation of the end customer's or operator's facilities;
 - b) by the supplier, where the request for the operator to perform the activity belongs to the supplier, unless the request is related to the safe operation of the end customer's or operator's facilities.
- (4) Where the contract with the operator of the pipeline/system from which the place of consumption is fed is concluded by the final customer, the operator shall carry out the activity of interrupting/limiting the technical parameters/resuming of the natural gas supply at the place of consumption of the final customer at the supplier's request, in compliance with the multi-party agreement referred to in Article 24(1).

Art. 52

In the situation referred to in Article 51 (2) (a), in which the application belongs to the final customer, the following shall be done:

- a) within a maximum of 1 working day from its receipt, the supplier shall submit to the operator the final customer's request for interruption/limitation of technical parameters in the supply of natural gas at the place of consumption, together with proof of payment by the final customer of the related tariff levied by the operator; where the final customer's request is not received by the supplier during its working hours, it shall be deemed to have been received on the following working day;
 - b) the operator has the obligation to resolve the application received and perform the activity of interruption/limitation of technical parameters in the supply of natural gas at the final customer's place of consumption within 24 hours of receipt of the request or within the deadline requested by the final customer, if the latter is longer;
 - c) within a maximum of 1 working day from its receipt, the supplier shall submit to the operator the final customer's request to resume the supply of natural gas at the place of consumption, together with proof of payment by the final customer of the related tariff levied by the operator; where the final customer's request is not received by the supplier during his working hours, it shall be deemed to have been received on the following working day;
 - d) the operator is obliged to resolve the application received and to perform the activity of restarting the gas supply at the end customer's place of consumption within a maximum of 24 hours of receipt of the request or within the time limit requested by the final customer, if the latter is higher;
- the final customer may not request or receive penalties/compensations from the supplier/operator for not resumption of natural gas supply/supply at the place of consumption within 24 hours or at the required time, if this is due to the failure by the final customer to allow the operator's access to his property.

Art. 53

In the situations referred to in Article 51 (2) (b) and (c), in which the application belongs to the supplier, the following shall be done:

- a) the interruption/limitation of the supply of natural gas at the place of consumption shall be made with notice, free of charge, provided by the supplier to the final customer, under the conditions established by the contract for the supply of natural gas. The notice shall contain information on the cause which may lead to the interruption/limitation of the supply of natural gas at the place of consumption, the date from which the supplier is entitled, under the contract for the supply of natural gas, to require the operator to interrupt/limit the technical parameters in the supply of the place of consumption of the place of consumption in case of inaction of the final customer, the tariff for resumption of natural gas supply at the place of consumption which the final customer will have to pay

- for the resumption of supply, as well as the financial guarantee that is to be secured;
- b) the supplier shall submit to the operator the request for interruption/limitation of technical parameters in the supply of natural gas at the final customer's place of consumption, taking into account the time limit for interruption/limitation of supply established by the contract for the supply of natural gas;
 - c) the operator is obliged to resolve the application received and perform the activity of interruption/limitation of technical parameters in the supply of natural gas at the final customer's place of consumption within 24 hours of receipt of the supplier's request or within the period requested by the supplier, if the latter is longer;
 - d) the supplier pays the operator's fee for performing the activity of interruption/limitation of technical parameters in the supply of natural gas at the final customer's place of consumption;
 - e) after removal by the final customer of the causes which led to the interruption/limitation of the supply of natural gas at the place of consumption, he shall submit to the supplier the request for a resumption of supply accompanied by supporting documents and proof of payment of the tariff related to the resumption of natural gas supply at the place of consumption, as well as proof of the provision of the financial guarantee, if applicable;
 - f) the supplier is obliged to submit to the operator the request to resume the supply of natural gas at the place of consumption, on the day on which the final customer received the request for a resumption of supply which complies with the conditions set out in item e); where the final customer's request is not received by the supplier during its working hours, it shall be deemed to have been received on the following working day;
 - g) the operator is obliged to resolve the application received and to perform the activity of resumption of natural gas supply at the final customer's place of consumption within 24 hours of receipt of the request; the final customer may not request or receive penalties/compensation from the supplier/operator for non-resumption of natural gas supply/supply at the place of consumption within 24 hours, if he has not allowed the operator access to his property.

Art. 54

- (1) Interruption/Limiting of technical parameters/Resumption of natural gas supply at the end customer's place of consumption can be ordered by the operator, with notification to the supplier, in the following situations:
- a) at the direct request of the final customer, including where the interruption is related to the safe operation of the end customer's or operator's facilities;
 - b) for failure by the final customer to fulfil contractual obligations vis-à-vis the operator, if the contract with the operator of the pipeline/system from which the place of consumption is fed is concluded by the final customer; in such a case, interruption of supply shall be carried out by the operator, in compliance with the multi-stakeholder convention referred to in Article 24(1);
 - c) for the time necessary to execute the development, rehabilitation, repair, modernisation, operation and maintenance of the pipeline/system from which the final customer's place of consumption is fed;
 - d) in other situations provided for in the legislation in force, such as, but not limited to:
 - 1. (i) in the event of failure by the final customer to comply with the limits of the protection and safety zones of the operator's installations located on the property of the final customer, in accordance with the legislation in force;
 - 2. (ii) in the case of interference by unauthorised persons on controlled-measuring installations at the limit of ownership, which endanger the security of natural gas supply, in accordance with the legislation in force;
 - 3. (iii) in the case of unauthorised persons intervention on a natural gas sector target and/or an

installation for use, which endangers security of supply of natural gas, in accordance with the legislation in force;

4. (iv) if the end customer's gaseous fuel-using installations/purpose plants do not meet the legal operating conditions, there is a danger of explosion and safety in operation is affected;
5. (v) in the event of failure by the final customer to submit the supporting documents relating to the performance of periodic technical checks or revisions of the installation for use, in accordance with the legislation in force;
6. (vi) where the operator is not allowed access for the purpose of mounting, dismantling, sealing, maintaining, verifying or reading the index of the measuring equipment to settle the value of the natural gas consumed or to maintain, verify and remedy the malfunctions occurring at installations in operation of the operator when they are located on the property of the final customer;
7. (vii) in case of finding, according to the legal provisions in force, of actions designed to distort in any way the indications of the measuring equipment or to evade natural gas by bypassing the measuring equipment.

(2) Interruption/Limiting technical parameters/Resumption of natural gas supply at the final customer's place of consumption shall be performed by the operator in compliance with the legislation in force.

Chapter VII: Quality of supply activity and quality of services related to the supply of natural gas of the final customer

Art. 55

(1) The quality of supply activity and services related to the supply of gas to final customers may be regulated by the following methods:

- a) the method of minimum quality levels. This method involves the elaboration by ANRE of the performance standards by which performance indicators are established, corresponding to the type of activity performed/service performed. The performance indicator establishes the minimum quality level of the activity/service performed, which is the benchmark in the assessment of the level of performance;

b) the method of publishing performance. This method involves the elaboration by the service provider of the respective activity/service of a report containing the level of performance indicators related to the activity/service provided. This report shall be published on its own website and transmitted to ANRE, under the conditions stipulated in the performance standards approved by ANRE;

c) [The text of Article 55(1), point C of Annex 1, Chapter VII was repealed on 03-nov-2020 by Article II, point 13 of Order 187/2020]

(2) The evaluation and monitoring of the quality of the supply activity, of the services related to the supply of natural gas and the satisfaction of the final customers shall be carried out according to the provisions of the performance standards approved by ANRE.

Art. 56

(1) The natural gas supplier shall provide the final customer with the minimum level of quality of the supply activity established by the performance standard approved by ANRE.

(2) For non-compliance with the minimum quality level, the supplier is obliged to pay a penalty/compensation to the affected final customer, in the amount and under the conditions set out in the performance standard approved by ANRE.

(3) The supplier is entitled to recover from the operators the penalties/compensations paid to the final customer if the causes which generated their payment are independent of the supplier's will to act and are due to these operators.

(4) The supplier has an obligation to establish a communication system with its final customers, to ensure the takeover, registration, analysis, determination of measures and the settlement of their complaints regarding the activity of natural gas supply, in compliance with the rights and obligations of each party, in accordance with the framework procedure approved by ANRE.

(5) The supplier should aim to improve the quality of supply in order to increase the satisfaction of final customers.

Art. 57

(1) The operator is obliged to provide the final customer with the minimum level of quality of the natural gas supply service established by the performance standard approved by ANRE.

(2) For non-compliance with the minimum quality level, the operator is obliged to pay a penalty/compensation to the affected final customer, in the amount and under the conditions set out in the performance standard approved by ANRE.

(3) The operator shall aim at improving the quality of gas supply service in order to increase the satisfaction of final customers.

(4) The operator has the obligation to supply the final customer's place of consumption with natural gas which complies with the minimum natural gas quality requirements laid down in the regulation measuring the quantities of natural gas traded in Romania approved by ANRE.

Chapter VIII: The rights and obligations of the Contracting Parties to the supply contract natural gas

Section 1: Rights and obligations of the natural gas supplier

Art. 58

The natural gas supplier shall, in particular, have the following rights:

- a) collect from the final customer the value of the natural gas consumption, within the period and under the conditions laid down in the contract for the supply of natural gas concluded with him;
- b) to collect from the final customer the value of the consumption of natural gas supplied at the place of consumption as last resort, according to the ANRE regulations;
- c) charge the final customer penalty interest for late payment of the invoice amounting to the consumption of natural gas, within the time limit and under the conditions laid down in the contract for the supply of natural gas;
- d) analyse the final customer's request and decide the opportunity to provide an alternative way of making the invoice, if the latter faces difficulties in making the payment by means of the natural gas supply contract and to negotiate with him a payment schedule for sums due by the final customer experiencing financial difficulties in paying the invoice;
- e) require the operator to perform the activity of interruption/limitation of technical/resumption of natural gas supply parameters in order to interrupt/limit/resume natural gas supply at the final customer's place of consumption under the conditions laid down in the natural gas supply contract, as well as in other situations provided for in the legislation in force;
- f) collect from the final customer the tariff levied by the operator for the performance of the activity of resumption of gas supply at the place of consumption, in order to resume the supply of interrupted/limited natural gas supplies for failure to pay the invoice representing the equivalent value of the gas consumption, within the period laid down in the gas supply contract, and, where applicable, the penalty interest for the delay in payment;
- g) require the final customer to assume financial responsibility for the payment of imbalances that it generates on the natural gas market, in accordance with the regulations approved by ANRE;
- h) terminate the contract for the supply of natural gas in the event of termination of ownership or use of the final customer on the place of consumption, in the event that the final customer fails to pay the invoice representing the equivalent value of the consumption of natural gas under the conditions laid down in the contract for the supply of natural gas, as well as in other situations provided for in the legislation in force; termination on the initiative of the supplier shall be carried out with a notice of at least 15 calendar days free of charge;
- i) Any other rights provided by the Law on Electricity and Gas No123/2012, as amended and supplemented by this Regulation, contracts concluded or other applicable normative acts.

Art. 59

The supplier of natural gas shall, in particular, have the following obligations:

- a) ensure standard offers at least for low-gas final customers in their portfolio;
- b) have its own website in which to publish up-to-date information on commercial conditions for the supply of natural gas, prices/tariffs, as appropriate, as well as on the general conditions for accessing and using the services provided, with a view to carrying out the activity of informing final customers; where typical gas supply offers are published, a direct link with a suggestive name to these standard offers will be displayed on the home page of its own website, in a visible place;
- c) to carry out the activity of supplying natural gas on the basis of contracts for the supply of natural gas 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 ANRE regulations;
- d) make available to the final customer who is installed at the place of consumption a measuring equipment with a pre-payment card with a pre-payment system and to load the credit card requested by the final customer, subject to the conditions/clauses laid down in the natural gas supply contract, as

well as to ensure an emergency credit in case of consumption of the amount of natural gas paid in advance by the card; the supplier shall publish at the loading/reloading points of the card the minimum and maximum levels set for loading;

- e) ensure that the consumption data recorded by the measuring equipment are taken from the operator from the place(s) of consumption covered by the natural gas supply contract;
- f) to invoice the final customer the value of the natural gas consumption, within the period and under the conditions laid down in the contract for the supply of natural gas concluded with him;
- g) to invoice the final customer the value of the consumption of natural gas supplied at the place of consumption as last resort, in accordance with the regulations approved by ANRE;
- h) provide, at the request of the final customer, a clear and comprehensible explanation of how the value of the invoice is calculated, in particular where it is not based on actual consumption;
- i) ensure the resumption of interrupted/limited natural gas supply as a result of the failure by the final customer to fulfil the payment obligations due to the terms and conditions laid down in the natural gas supply contract, within 24 hours of receipt of the final customer's request, provided that the final customer allows the operator's representative to resume the supply of natural gas at the place of consumption; the final customer must attach to the request proof of full payment of the amount of invoiced natural gas consumption, including the penalty interest for late payment in accordance with the contractual provisions, and of the tariff for the resumption of natural gas supply, as well as proof of the provision of the financial security, if applicable;
- j) notify the final customer, appropriately and free of charge, of any intention to amend and/or supplement the terms/contractual terms and any increase in the price/tariff charged, specifying the reasons, conditions and extent of such increase, in a direct and timely manner, but not later than the end of the first normal invoicing period following the entry into force of the increase, and in respect of the new household customers, shall not accept, in the case of any change, the right to comply with the legal provisions in force, and in the case of the new household customers, which shall be free of charge;
- k) notify the final customer of any change in the identification data provided for in the natural gas supply contract within 30 calendar days of the change;
- l) allow the final customer to effectively change the supplier, in compliance with contractual conditions/clauses, within a maximum of 21 calendar days from the date of application, according to the specific procedure approved by ANRE; the process of switching is free of charge and it is prohibited to charge any fees or charges related to it;
- m) submit a final winding-up settlement to the final customer within a maximum of 42 calendar days from the date of change of the supplier or from the date of termination of the gas supply contract;
- n) transmit to the operator the requests received from the final customer whose object is related to its field of activity, in accordance with the regulations approved by ANRE, if, for the place of consumption, the contract with the operator is concluded by the supplier;
- o) submit, at the request of the final customer, information on the current and estimated costs with natural gas, in a timely manner and in a comprehensible format, enabling him to compare different offers under the same/similar conditions;

- p) submit, at the request of the final customer, no later than 5 working days from the time of registration of the request, data on the consumption history of the place(s) of consumption of the place(s) for up to 24 months prior to the request or for the period elapsed since the conclusion of the gas supply contract, if the latter is less, without additional costs for this service and using, on request, the optional presentation format set out in the Annex integral to this Regulation; at the customer's request, the transfer of consumer history data is made through an electronic standard Excel or machine-readable XML type;
- q) submit, at the request of the final customer, information on the amount of invoices issued for the place of consumption during the last 24 months or for the period since the conclusion of the gas supply contract, if the gas contract is lower, without additional costs for that service;
- r) make available to an energy service provider, on the basis of the written request of the final customer, data on the consumption history of the final customer for the last 24 months or for the period since the conclusion of the gas supply contract, if the latter is less, in so far as this information is available;
- s) Any other obligations under the Law of Electricity and Gas No 123/2012, as amended and supplemented by this Regulation, contracts concluded or other applicable normative acts.

Section 2: Rights and obligations of the final gas customer

Art. 60

(1) The final gas client shall have, in particular, the following rights:

- a) choose and accept a standard offer published by the supplier or request a tender on the terms of trade and supply price for direct negotiation with him, as appropriate, or use the selection of the supplier through specific tender/procurement procedures;
- b) to conclude with the chosen supplier natural gas supply contracts/contracts, in compliance with minimum contractual requirements, in accordance with the legal provisions in force;
- c) change the type of contract by switching from the supply of natural gas as a last resort to the supply of natural gas on a competitive basis;
- d) be made available free of charge in printed form or, if so requested, in electronic form, a copy of the natural gas supply contract before its conclusion or confirmation, including where the contract is concluded through intermediaries;
- e) the contact details of the supplier's single contact point and the regional/local information point closest to that place of consumption are made available at the conclusion of the natural gas supply contract;
- f) opt for the required level of loading of the card, where it has a prepaid prepaid measuring equipment installed at the place of consumption;
- g) terminate the contract for the supply of natural gas free of charge if it does not accept changes and/or additions to contractual conditions/clauses and the price/tariff increase notified by the supplier;
- h) require the supplier to interrupt/limit/resume natural gas supply at the place of consumption, respectively the operator's performance of the activity of interruption/limitation of technical parameters/resumption of natural gas supply, in accordance with the legal provisions in force;
- i) submit a complaint to its supplier concerning the natural gas supply activity carried out by the supplier at the place of consumption and benefit from a high standard of complaint handling, in accordance with the framework procedure approved by ANRE; if the final customer is not satisfied with the solution given to his complaint or if a possible dispute is not settled amicably, he has the possibility to appeal to ANRE, to appeal to other out-of-court proceedings to resolve complaints/litigations, as well as to appeal to the competent court;

- j) receive penalties/compensations incurred by the supplier/operator for failure to comply with minimum quality levels, in accordance with the provisions of the performance standards approved by ANRE;
- k) unilaterally terminate the natural gas supply contract, in compliance with the contractual conditions/clauses, and effectively change its supplier, within no more than 21 calendar days from the date of application, according to the specific procedure approved by ANRE;
- l) receive the final winding-up statement from the supplier no later than 42 calendar days from the date of the change of supplier or the date of termination of the gas supply contract;
- m) require the supplier for data on the consumption history of the place(s) of own consumption for up to 24 months prior to the request or for the period elapsed since the conclusion of the gas supply contract, if the latter is less; the request of the final customer shall include its identification data, the CLC/the address of the place of consumption, the period for which the information is requested, the option for the use/non-use of the framework format for the presentation of the data set out in the Annex to this Regulation, and the manner chosen by the customer for the transmission of the requested data;
- n) ask the supplier for information on the amount of invoices issued in the last 24 months or for the period since the conclusion of the gas supply contract, if the latter is lower;
- o) Any other rights provided by the Law on Electricity and Gas No123/2012, as amended and supplemented by this Regulation, contracts concluded or other applicable normative acts.

(2) The final gas client shall not be entitled to sell contracted natural gas.

Art. 61

The final gas customer shall, in particular, have the following obligations:

- a) notify the supplier of any change in its identification data provided for in the natural gas supply contract within 30 calendar days of the change;
- b) pay in full the invoice due for the consumption of natural gas, within the time limit and under the conditions laid down in the contract for the supply of natural gas;
- c) to pay in full the due invoice representing the value of the consumption of natural gas supplied as last resort, in accordance with the regulations approved by ANRE;
- d) pay the penalty interest requested, where appropriate, by the supplier for late payment of the invoice amounting to the gas consumption, within the time limit and under the conditions laid down in the gas supply contract;
- e) pay the supplier the tariff levied by the operator for the provision of resumption of supply at the place of consumption and provide a financial guarantee, where appropriate, with a view to resuming the supply of interrupted/limited natural gas for non-payment of the invoice amounting to the consumption of natural gas, within the period laid down in the natural gas supply contract, and, where applicable, the penalty interest for late payment;
- f) to allow access of the operator's representative in order to perform the activity of interrupting/limiting the technical parameters/resumption of natural gas supply at the place of consumption, in accordance with the legal provisions in force, or to mount, dismantle, seal, maintain, verify, replace or read the index of the measuring equipment, as well as to maintain, verify or remedy the malfunctions occurring at installations in operation of the operator when they are located on the property of the final customer. The time frame set by the operator for carrying out the activity shall be communicated to the final customer in order to grant access. The operator's representative is obliged to present the service card to the final customer and to communicate the reason for requesting access to the property of the final customer;

- g) do not damage the measuring equipment, the metrological seals and the operator and all other installations in operation of the operator located on his property;
- h) immediately notify the operator's telephone number of any deficiencies it finds in the operation of the measuring equipment and installations in operation of the operator located on his property, with a view to verifying and remedying it, in order to ensure safety parameters in the supply of natural gas;
- i) pay for the replacement and metrological verification services of the measuring equipment, whether these services have been carried out from fault of the final customer or as a result of a complaint from the customer which has proved unfounded;
- j) pay the value of the recalculated natural gas consumption for an earlier period, where the malfunction of the measuring equipment is detected, in accordance with the provisions of the legislation in force relating to the measurement of natural gas;
- k) provide in favour of the supplier, at the latter's request, a financial guarantee for a period of consumption equal to a maximum of one year, in the event of findings, in accordance with the legal provisions in force, of actions designed to distort in any way the indications of the measuring equipment or to circumvent natural gas by bypassing the measuring equipment;
- l) to maintain and operate the industrial/non-industrial natural gas use facility, in accordance with the specific technical regulations approved by ANRE; the modification of the use installation shall be made only through the economic operators authorised by ANRE;
- m) to ensure the performance of technical checks and revisions of the natural gas utilisation plant, in accordance with the specific procedure approved by ANRE;
- n) to ensure the remediation of malfunctions in the operation of the utilisation plant only through the economic operators authorised by ANRE, according to the specific technical regulations approved by ANRE;
- o) use only appliances burning gaseous fuels which comply with the requirements of the legislation in force and carry out their verification and repair, through economic operators authorised by competent bodies in accordance with the regulations in force;
- p) assume financial responsibility for disbursement of imbalances it generates in the natural gas market, in accordance with the regulations approved by ANRE;
- q) Any other obligations under the Law of Electricity and Gas No 123/2012, as amended and supplemented by this Regulation, contracts concluded or other applicable normative acts.

Section 3: Single contact point

Art. 62

(1) The provider has an obligation to provide final customers with a single contact point for obtaining information on their rights and obligations, the legislation in force and the dispute settlement, in the case of requests, complaints, complaints, complaints or appeals, including for the taking/solving/redirection to other responsible entities of their requests.(2) The smokers shall ensure that final customers are informed free of charge and non-discriminatory.

Art. 63

(1) The single contact point shall be the central information point coordinating the regional/local information points, as appropriate, forming a network providing unified information, which can be accessed through the following communication channels, intended for customer relationship:

- a) by phone, at a callable number free of charge or at a normal rate, available at least 8 hours on working days, with the possibility of recording the number of calls and waiting times;
- b) by fax, to a fax number for contacting the supplier;

- c) by e-mail to an e-mail address for contacting the provider;
- d) via its own website, through the online form for contacting the supplier;
- e) in the mail.

(2) Regional/local information points shall have specialised staff and adequate facilities to inform final customers and be easily accessible in accordance with the legal provisions in force.

(3) The supplier shall make the contact details of the single contact point and the regional/local information point closest to that place of consumption available to the final customer at the conclusion of the gas supply contract.

Annex no. 1*: Framework for the presentation of data on gas consumption history
natural

(- ANNEX to the regulation)

No.	Furnishing	Customer	Address	Code	Series	Period	Period	Period	Period	When	Way	When	Way	You	Put	CON
No.	I'm	going	place	of	account	of	of	of	of	is	of	is	of	sing	it	S
I'm	to	the	of	CON	or	fact	fact	fact	fact	old	you're	new	you're	the	is.	umul
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16

NOTE:

To be completed if the operator's reading interval of the measuring equipment index is longer than the invoicing period.

Signature

Supplier, (by means of power)

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