

To
SE NRIC
Electrical Distribution Division

APPLICATION

**for provision of access to the electricity distribution network of
SE NRIC and conclusion of a contract for access and transmission of electricity**

From

.....
.....

(name of the legal person)

UIC.....

Represented by: (Jointly/Severally)

•position.....
.....
(Name of the person entered in the Commercial Register)

•position.....
.....
(Name of the person entered in the Commercial Register)

Address of registration/registered office

City/town Post Code..... Street/Residential district

No.....

.....
.....

Address for correspondence:

City/town..... Post

Code.....Street/Residential district

..... No.....

.....
.....

Tel. Mobile E-mail:

From

.....
.....

(name, father's name, surname)

Personal number Identity card

No..... Issued

by.....

Annex 1

to the Application for provision of access to the electricity distribution network for SE NRIC and conclusion of the contract for access and transmission of electricity

Customer's (user's) sites

UIC.....

No	Name of the site/ETPS number	Location/ Depot	Maximum Power	Rated Power	Type of electric meter	Number of the electric meter	TYPE of current transformer	No. of current transformer	Electrical current ratio transformer	TYPE of voltage transformer	No of voltage transformer	Transmission ratio of the voltage transformer

Applicant:
(Signature, stamp)

.....
(name, surname)

☐ Customer
☐ Proxy
(indicate the capacity of the applicant)

Date

AGREEMENT
ON ACCESS AND TRANSMISSION OF ELECTRIC POWER THROUGH THE
ELECTRIC POWER DISTRIBUTION NETWORK OF SE "NATIONAL RAILWAY
INFRASTRUCTURE COMPANY"

№...../.....202...

Today ...20..., in the city of Sofia, between:

1. State Enterprise "National Railway Infrastructure Company", in its capacity as a Distribution Network Operator (DNO), according to the Energy Act, holding a License for distribution of traction power on the distribution networks of the railway transport No. L-327-19/17.05.2010, with registered office and address of management: Sofia, 1233, 110 Knyaginya Mariya Luiza Blvd., entered in the Commercial Register with UIC 130823243, represented by..... – **Director General**, with a second signature by.....– **Chief Accountant**, on the one hand, hereinafter referred to as **SE NRIC**
and

2.with registered office and address of management.....UIC....., represented by....., in the capacity of Managing director and holding a License for the provision of railway transport freight services No. ... issued by the Minister of Transport, Information Technologies and Communications, with a validity period of ..., Annex No. 1 to the License of ... and a Safety certificate with identification number BG ..., with a period of validity from ... to ... by the "Railway Administration" Executive Agency and Agreement for Access and Use of the Railway Infrastructure No. ... of ... between "..." and State Enterprise "National Railway Infrastructure Company", hereinafter referred to as **"CUSTOMER/Network Customer"**,

Pursuant to Article 30a, para. 2 of the Railway Transport Act, in connection with Art. 43, para. 12 and §1, item 66a of the Additional Provisions of the Energy Act, License for Distribution of Traction Power on Distribution Networks of Railway Transport No. L-327-19/17.05.2010, Electricity Trading Rules, Rules for the Management of Power Distribution Networks, Rules for Electricity System Management and Rules for Measuring the Quantity of Electric Power, this Agreement was concluded for the following:

Section I
DEFINITIONS

In this Agreement, in the Annexes and Additional Agreements/Annexes hereto, the following terms and expressions shall have the meanings set forth below, unless the context requires something else. Words in the singular include the plural and vice versa.

1. **"Agreement"** is the current contract for access and transmission of electric power through the electric power distribution network, together with the annexes and additional agreements/annexes thereto;

2. **"Day/days"** refers to calendar day/days, unless otherwise specified in the text (working day, rest day/official holiday).

3. **"Access to the electric power distribution network"** is the right to use the electric power distribution network for transmission of traction electric power against remuneration;

4. **"Additional services"** are the services that are additionally provided to the CUSTOMER according to an approved price list. The current list of these services is published on the website of SE NRIC;

5. **"Supplier"** is a company licensed under the Energy Act to carry out the activities of "electricity trading" or "electricity supply by a supplier of last resort (SPI)";
6. **"Supplier of last resort (SPI)"** is a person to whom was issued a license under the Energy Act and who supplies electricity in cases when the main supplier under a sales contract is unable to continue supplying due to bankruptcy, liquidation, revocation of license or any other event that led to temporary or permanent suspension of the supply of electricity, and supplies to final customers who cannot be clients of the end supplier until choosing another supplier.
7. **"Power distribution network"** is a set of power transmission lines and electric power devices with high, medium and low voltage, which serve to distribute traction power energy.
8. **"Measurement system"** is a set of measuring transformers, electricity meters, communication devices, additional and auxiliary devices and circuits, including panels (cabinets), secondary measuring circuits, terminal strips and fuses, with which the consumed traction power energy is detected.
9. **"Competent authority"** is any central or local authority that, under the current legislation, has the authority to issue binding recommendations, decisions, permits or instructions to the parties to this Agreement.
10. **"CUSTOMER/Network customer"** is the person mentioned above, whose site has access to the distribution network and who uses network services;
11. **"Network services"** are all services provided by the electric power distribution network operator necessary for the reliable operation of the network, such as, but not limited to: access to the distribution network, transmission and distribution of electric power through the distribution network, planning and operational management of the electric power distribution network and its operation mode;
12. **"Force majeure"** means an unforeseen or unpreventable event or a combination of events of an extraordinary nature (including the duration of the event and the time necessary to eliminate the consequences after such an event) occurring after the conclusion of this Agreement, resulting directly or indirectly in total or partial non-performance or slow performance of the obligations by the Network Customer or SE NRIC which event or combination of events is beyond the reasonable control of the Party invoking Force Majeure ("Invoking Party"), which it could not with reasonable efforts avoid or overcome, and which makes it impossible for the Invoking Party to fulfil its obligations under this Agreement;
13. **"Reporting period"** is the period from 00:00 on the first day to 24:00 on the last day of the month. The end of the reporting period is not later than the 5th of each month following the reporting period.
14. **"Settlement Period"** is a period of 15 minutes that starts every hour or another period regulated in the Electricity trading Rules.
15. **The rules for measuring the amount of electric power (RMAEP)** are the relevant current rules for measuring the amount of electric power, with all additions and amendments;
16. **"Transmission through the distribution network"** is the transportation of electric power through the distribution network;
17. **ETR** are the relevant current Electricity Trading Rules, with all additions and amendments;
18. **"Settlement"** is a system implemented by the operator of the electric power system for individual calculation of the deviations of the actual consumed or produced electric power from the agreed quantities for a given period.
19. **"Special measurement system"** is a measurement system compatible to standard BDS_EN_50463 or subsequent and is a set of commercial measurement means, apparatus and communication devices, data transmission, positioning, connecting circuits and boards, secondary measurement circuits, terminal strips, fuses and protective equipment.
20. **"Devices for commercial measurement"/"CMD"** are technical measurement devices which have certain metrological characteristics and are intended to be used to measure quantities in case of sale of electric energy, independently or connected to one or more technical devices.

Section II

SUBJECT MATTER OF THE AGREEMENT

Art. 1. SE NRIC, in its capacity as operator of the electric power distribution network of the railway transport, grants the CUSTOMER, against remuneration, the right to use the electric power distribution network, in order to supply the CUSTOMER's sites with traction power specified in Annex No. 1, an integral part of this Agreement. The services provided under this Agreement are access to the electric power distribution network, transmission and distribution of electricity through the electric power distribution network and additional services.

Section III

TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE AGREEMENT

Art. 2. (1) The Agreement is valid until the end of the calendar year in which it was concluded and enters into force after its signing, presentation of the documents under Art. 3 and the collateral under Art. 32, and after the registration of the CUSTOMER/customer's sites/ on the electricity market at freely agreed prices.

(2) The Agreement will automatically continue its validity for each subsequent calendar year, in case none of the parties requests in written form its termination by November 30 of the respective current calendar year.

Art. 3. When concluding this Agreement, the CUSTOMER presents a document of ownership or a document certifying the right of use for each site from Annex No. 1.

Art. 4. A site for which any of the circumstances provided in the Energy Act (EA) and ETR is present or arises, in which circumstances the site is supplied with electricity by a Supplier of Last Resort (SPI), is officially registered by SE NRIC for the supply of electric power by a Supplier of last resort, under the terms of the SPI supply contract.

Art. 5. (1) As of the date of conclusion of the Agreement, Annex No. 1 contains all sites for which the CUSTOMER has access and use the electric power distribution network for the purpose of supplying them with electricity.

(2) The provision of services under Art. 1 for the CUSTOMER's site, not included in Annex No. 1, is carried out in accordance with the Rules for the terms and conditions for providing access to the power transmission and power distribution networks, adopted by the Commission for Energy and Water Regulation (EWRC), after signing an annex to this Agreement, in which the new sites are indicated and after presenting the documents under Art. 3. The procedure is initiated by the CUSTOMER or a person authorized by him.

(3) Termination of services under Art. 1 for the CUSTOMER's site is done by a written request/application from the CUSTOMER or a person authorized by him and a marriage certificate or document for change of ownership/rights of use of the site is submitted. Termination enters in force from the beginning of each reporting period following the submission of the request/application.

Art. 6. In case it is established that the CUSTOMER uses the services under Art. 1 for a site not included in Annex No. 1 and for which an annex has not been signed in accordance with Art. 5 para. 2, SE NRIC applies the terms of this Agreement from the date of actual use of the services established by SE NRIC according to Art. 1. From the same date, the site is officially registered by SE NRIC for the supply of electricity from a Supplier of last resort.

Art. 7. The change of provider/balancing group coordinator/provider of last resort is initiated by the CUSTOMER or a person authorized by him, and is carried out according to the terms and conditions of the current legislation. The change is not subject to this Agreement and does not change its terms.

Art. 8. (1) A third party may intervene in the rights and obligations of the CUSTOMER under this Agreement only after a prior written consent of SE NRIC, and after it has fulfilled the requirements for providing access to the electric power distribution network. SE NRIC has the right to deny intervention of a third party under the Agreement.

(2) The intervention set out in the preceding paragraph can be carried out from the beginning of each accounting period following the fulfilment of the requirements under para. 1. Each of the

parties is responsible for its own monetary obligations – the old CUSTOMER until the date of entry, the new CUSTOMER from the date of entry.

Art. 9. If, during the validity of the Agreement, significant changes occur in the normative acts that amend or contradict the provisions in this Agreement, then the rules of the current legislation replace the contradictory provisions in this Agreement. In this case, the two parties are obliged to sign a new, up-to-date Agreement or Ancillary agreement within one month from the discovery of such a contradiction, in accordance with the amended legal framework and the objective circumstances that have occurred.

Section IV

MEASUREMENT AND MANAGEMENT OF THE MEASURED DATA

Art. 10. Electric traction power is measured according to the requirements of the current legislation and in a way consolidated with SE NRIC.

Art. 11. SE NRIC keeps record for the quantities of active and reactive power and/or power necessary for the purposes of payment under this agreement and for payment of the transactions with electric power between the parties.

Art. 12. Measurement data includes:

1. Reported values of active and reactive power, of active and reactive operating capacities, which are collected by the measurement systems;
2. Validated or replacement values, in case of missing or incorrect data;
3. Billing data and values used for payment purposes.

Art. 13. (1) Measurements are carried out with measurement systems and devices for commercial measurement owned by the CUSTOMER, registered and operated in accordance with the requirements of the Law on Measurements and the applicable regulations. In sites where cross-border transport of passengers and/or goods will be carried out, special measuring systems are installed, which must comply with BDS_EN_50463 or subsequent.

(2) The devices for commercial measurement and the measurement systems under para. 1 are purchased and installed by and are at the expense of the CUSTOMER, and their type, placement and method of installation are agreed in advance with SE NRIC.

(3) The measurement systems are installed according to user-developed documentation and agreed with SE NRIC. The installation of the measurement systems is carried out by the CUSTOMER or persons authorized by him at his expense. During the installation, representatives of SE NRIC are invited to control the way the installation is carried out. The measurement system is considered to be accepted by SE NRIC after placement of control devices and/or signs in places appointed by SE NRIC and after successful initialization of the measurement point in a specialized SE NRIC system.

(4) An object for transportation with which cross-border transport of passengers and/or goods will be carried out should be equipped by the CUSTOMER with a special measurement system at his expense, according to para. 1. The equipment and reception is carried out in accordance with para. 2 and para. 3, at least 30 (thirty) days before the date of the first cross-border transport.

(5) On the devices for commercial measurement, as well as on the boards in which they are installed, SE NRIC places control devices and/or signs.

(6) When a commercial measurement device and/or communication device is put out of service for any reason, including for necessary repairs, a finding report is drawn up in two copies - one each for the CUSTOMER and SE NRIC.

(7) For each measurement point, SE NRIC registers an identification code. For each CUSTOMER an individual number identifying the CUSTOMER is created.

Art. 14. SE NRIC maintains a measurement database for the Network customer for a period provided in the current legislation.

Art. 15. (1) SE NRIC provides measurement data to the relevant parties for the transactions according to ETR.

(2) The parties to electricity transactions have the right to receive information from the database regarding the quantities of energy subject of transaction traded by them.

(3) SE NRIC provides the CUSTOMER with data from the measurements and information from the database regarding the amounts of energy subject to payment.

Art. 16. SE NRIC provides measurement data for periods older than the last completed reporting period, after a written request and against payment, according to an active list of additional services, if the provision of data is permitted in the specific case, in accordance with the current legislation.

Art. 17. (1) In case of non-recoverable missing data and/or wrong data from the commercial measurement devices, due to a malfunction in the measurement circuits and/or data transmission circuits, and/or damage to the commercial measurement devices and/or communication devices, and in all cases of established non-measurement and/or incorrect measurement of electric power at the CUSTOMER's facility, SE NRIC prepares substitute data for active and reactive power as follows:

1. In case of missing or incorrect data for a period not longer than 72 hours within the reporting period, the substitute values for each hour, respectively 15 minutes of missing or incorrect data are assumed to be equal to the average hourly, respectively 15 minute values for the time with correct data within the reporting period or an old similar reporting period, selected at the discretion of SE NRIC and agreed with the CUSTOMER. When calculating the average hourly, respectively 15 minute values, the time during which the object was in repair mode, announced and confirmed in accordance with item 5, item 6 and item 7 of Art. 37 is excluded. In case there is no available correct data within the reporting period or an old similar reporting period that can be used to determine the average hourly or 15-minute values, the replacement data are determined in accordance with item 2 of this paragraph.

2. In case of missing or incorrect data for a period longer than 72 hours within the reporting period, the replacement values for each hour of missing or incorrect data, including the first 72 hours, are:

- active power consumed for each hour, respectively 15 minutes, is equal to 24 (twenty-four) percent, respectively 6 (six) percent of the site's maximum power;
- reactive power consumed for each hour, respectively 15 minutes, is equal to 24 (twenty-four) percent, respectively 6 (six) percent of the site's maximum power;
- reactive returned power for each hour is equal to 1 (one) percent of the maximum power of the site, in case the presence of reactive returned power is inherent to the site.

(2) When the availability under para. 1 is established after the end of the reporting period, a protocol for correction is drawn up for the relevant period, according to Art. 28. Adjustments may cover no more than the last three completed accounting periods.

Art. 18. (1) For each reporting period, SE NRIC prepares a protocol containing all the necessary data from the measurement and the calculations made to determine the amount due.

(2) The protocol is sent to the CUSTOMER by fax and/or e-mail specified in Annex No. 2, an integral part of the Agreement.

(3) At the latest by the end of the next business day after sending the protocol, the CUSTOMER shall send in writing form by e-mail any errors or incorrect data found by him with a request for correction of the same. SE NRIC performs a check and confirms or corrects the measured values and substitute data. If no correction request is received within this period, the data are considered accepted by the CUSTOMER.

Section V

PRICE FOR USING THE NETWORK

Art. 19. The CUSTOMER shall pay to SE NRIC the calculated amounts for the used network services used by approved by the Energy and water regulatory commission (EWRC) prices and allowances for reactive power, as well as the amounts for the additional used services, according to the current price list. The legally determined taxes and supplements related to these services are added to the price.

Section VI

REPORTING, BILLING AND PAYMENT

Art. 20. (1) SE NRIC reports the devices of commercial measurement of the CUSTOMER's sites for each settlement period.

(2) The received measured values and substitute data can be disputed by the CUSTOMER and through the coordinator of the balancing group before SE NRIC within one working day of receiving the data. SE NRIC performs a check and confirms or corrects the measured values. Undisputed values within this period are considered confirmed by the CUSTOMER.

(3) All measured values, including those that have been subject to change, according to the previous paragraph, will be considered by the electricity system operator to be confirmed by the parties no later than the eighth day of each calendar month following the reporting one, and will become confirmed measured values.

Art. 21. (1) SE NRIC invoices the used by the CUSTOMER network services according to the components and prices approved by EWRC, under the conditions of supplies with continuous execution within the meaning of VAT.

(2) The invoices/annexes/protocols/references to invoices issued by SE NRIC contain specific data and values necessary for the invoicing of network services, for the calculation of the payable value added tax, excise rate, the amount payable for the use of the network as approved by EWRC components.

(3) The invoices under para. 1 are issued monthly by SE NRIC, for each reporting calendar month dated the last day of the month and are sent to the CUSTOMER via fax or e-mail on the day of their issuance, with original invoices sent by mail with acknowledgement of receipt.

(4) The invoices and protocols under para. 1 and para. 2 are signed personally by the legal representative of the CUSTOMER or by an authorized person specified in Annex 2, and the copies/second copy are provided signed to SE NRIC.

Art. 22. The term for payment of the CUSTOMER's obligations under invoices issued by SE NRIC is until the 28th (twenty-eighth) day of the month following the reporting month, with the invoice being sent to the CUSTOMER's official e-mail and failure to receive an original paper invoice does not releases the CUSTOMER from his obligation to pay the sums under it within the agreed period.

Art. 23. Payments are made via bank transfer with a payment order to the bank current account specified in the invoice. The payment is considered successful from the day the amount is received on the recipient's account.

Art. 24. Upon receipt of an invoice, the CUSTOMER has the right to dispute it within 5 working days, for which he shall notify SE NRIC in written form, and the dispute shall not have a delaying effect on the deadline for payment of the invoice.

Art. 25. In case SE NRIC accepts the dispute under the previous paragraph, it issues a tax debit/credit notice by the end of the month in which the dispute was accepted, and sends it to the CUSTOMER by fax or e-mail. Original debit/credit notices are sent with acknowledgement of receipt.

Art. 26. The obligations under the issued debit/credit notices shall be paid within 5 working days from the date of their receipt in any of the ways under Art. 25.

Art. 27. Recalculation of obligations must be carried out in case of amendments to the regulatory framework, change of the data on the measured quantities of electric power retroactively, when this change is due to inaccuracies in reporting, processing and validation of the information from the devices of commercial measurement, application of data replacement procedure according to Art. 17, para. 2.

Art. 28. (1) Recalculations are carried out on the basis of a protocol for correcting the detected errors for the relevant period, signed between the CUSTOMER and SE NRIC. **(2)** The recalculated quantities of energy are charged and invoiced in the first possible unclosed accounting period at prices valid for the period in which they were charged.

Art. 29. Any payment obligation is considered fulfilled on time if the entire amount due has been received in the party's bank account no later than 5:00 p.m. on the due date according to the issued invoice, and when the due date is a non-working day - by 17:00 on the first following working day.

Art. 30. When transferring the amounts due, the Party making the payment must indicate the reason for payment.

Section VII SANCTIONS

Art. 31. In case of a delayed performance of monetary liabilities under this Agreement, Defaulting Party owes the other party compensation in the amount of the legal interest on the value of the overdue payment for each day of delay, including the day of actual payment of the due amount. When the paid amount is not enough to cover the payments of interest and the principal, the payment of interest is paid first.

Section VIII GUARANTEES

Art. 32. (1) To guarantee its obligations under this Agreement, the CUSTOMER provides a guarantee in favour of SE NRIC in the form of an irrevocable and unconditional bank guarantee, according to Annex No. 4, an integral part of the agreement, for the relevant calendar year, with a validity period until February 28 of the following calendar year, or cash deposit to the account of SE NRIC at "Central Cooperative Bank" JSC, IBAN: BG60CECB979033H4199002, BIC: CECBBGSF.

(2) The form of the provided guarantee under para. 1, may be changed at the CUSTOMER's request at any time during the validity of the agreement. Within 3 working days from the CUSTOMER's provision of a document establishing another form of guarantee, i.e. an irrevocable and unconditional bank guarantee or a cash deposit, SE NRIC shall return the previous collateral by returning the cash deposit or returning the original bank guarantee to the CUSTOMER.

(3) The CUSTOMER is obliged by the 20th of December of the respective year to provide new guarantee for its obligations for the following calendar year, in an amount determined by SE NRIC. In case of delay, the CUSTOMER owes a penalty tax in the amount of the legal interest on the value of the guarantee for each day of delay. In this case, SE NRIC has the right to deny CUSTOMER's access to the network.

(4) By November 15, SE NRIC determines the amount of the guarantee for the next calendar year based on the biggest total monthly amount of energy consumed by the CUSTOMER's sites for the last 12 months, multiplied by the current prices of network services approved by EWRC inclusive of VAT, together with allowances for reactive power supplied/consumed.

(5) In the absence of basic consumption according to para. 4, the base amount of electric power (kWh) used to determine the amount of the guarantee is equal to the sum of the maximum power (kW) of all the CUSTOMER's sites multiplied by 20 (twenty), but not less than 200,000 kWh.

(6) In case of an increase in the consumed quantities compared to the basic quantities under para. 4 or para. 5 and/or the prices of the network services, the CUSTOMER is obliged to increase the amount of the guarantee security in the required amount within 10 (ten) working days from the receipt of the relevant notification from SE NRIC.

(7) SE NRIC shall forfeit such a part of the bank guarantee or cash deposit which covers CUSTOMER's liability when the payment obligations under this agreement are not fulfilled within a period and it notifies the CUSTOMER by fax or e-mail.

(8) Within 7 (seven) working days from the notification of the partial or full forfeit of the guarantee or deposit, the CUSTOMER is obliged to provide a new guarantee in the corresponding amount.

(9) After providing a new guarantee for the CUSTOMER's obligations for the next calendar year in the determined under para. 4 amount, in case the same is less than the previous year, by

February 28, SE NRIC refunds the difference, respectively if it is in the form of a cash deposit or returns the original of the bank guarantee.

Section IX

RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 33. The operational relationship between SE NRIC and the CUSTOMER is determined according to Ordinance No. RD-16-57 of January 28, 2008 on the activities of the operators of the electricity system and distribution networks, as well as the operational staff on duty from the electricity facilities and the electric power systems of users, Ordinance No. 58 of 02.08.2006 on the rules for technical operation, train movement and signalling in railway transport, Rules of technical operation of the railway infrastructure of the Ukrainian Railways, Ordinance No. 13 of 30.12.2005 on ensuring healthy and safe working conditions in railway transport, Rules for the movement of trains and shunting in railway transport, Safety procedure PB 6.01. - instruction for the operational management of the electricity system of State Enterprise "National Railway Infrastructure Company", and other operational instructions.

Art. 34. SE NRIC has the right:

1. of access to CUSTOMER's facilities for carrying out activities related to reporting and control of the measurement systems. This access is carried out in the presence of a representative of the CUSTOMER and is carried out by persons possessing access document and a certificate for an electric power safety group, subject to compliance with labour safety requirements.
2. to exercise control over the observance of CUSTOMER's obligations, and in case of non-fulfilment, SE NRIC draws up a finding report signed by both parties.
3. to give mandatory instructions regarding the technical condition of CUSTOMER's sites, to prevent cases which endanger the safety of the distribution network and may cause property or non-property damages.
4. to suspend or limit the supply of electric power to the CUSTOMER's sites in the cases provided in the current legislation.

Art. 35. SE NRIC undertakes:

1. to ensure access and use of the power distribution network under conditions of equality of the CUSTOMER and compliance with the current legislation and the provisions of this Agreement;
2. to ensure the safety of transmission, the continuity and quality of electric power, the efficient use of energy, the environmental protection and protection of the health, life and property of citizens;
3. to provide the coordinator of the balancing group/supplier of the CUSTOMER with information about the results of measurements according to ETR;
4. to notify no less than 7 (seven) days in advance in written form the time and duration of interruption or restriction of transmission in actions that are subject to planning, unless the current legislation requires another order of notification;
5. to protect the confidentiality of the information about the CUSTOMER, having the nature of a trade secret, of which he has been notified in written form, unless the provision of such information to third parties is required according to the current legislation;
6. to provide a 24/7 dispatcher phone, specified in Annex No. 3, for reporting in the event of power supply interruptions and damage to the distribution network and to keep records with the date and time of the calls received;
7. in case of a breakdown, SE NRIC takes immediate measures to remove and restore access to the network and transmission of electric power;
8. to give written answers to submitted by the CUSTOMER in written form requests and complaints within 30 (thirty) days of receiving them;
9. after being notified via fax or e-mail by the CUSTOMER about damaged integrity of a seal, sign or other control device of SE NRIC for commercial measurement, within a period of 3 /three/ working days to put a new seal, sign or other control device;

10. upon request, to provide assistance within its competence in order to accurately fulfil CUSTOMER's obligations under this agreement.

Art. 36. The CUSTOMER has the right to:

1. to use the electricity distribution network in compliance with the current legislation and the provisions of this Agreement;
2. to receive measurement data in volume and term according to ETR and RMAEP.
3. to be notified in a timely manner of interruptions in the transmission of electric power by SE NRIC in the manner and order specified in this Agreement;
4. to request the installation of a device for registering the quality of the supplied electric power in compliance with the requirements of the current legislation.

Art. 37. The CUSTOMER undertakes:

1. to pay the amounts due under this agreement on time;
2. to protect the devices for commercial measurement from unlawful influences and not to perform technical intervention in their operation;
3. to ensure, at his own expense, a continuous power supply for the devices of commercial measurement and the communication devices for remote data reporting;
4. not to allow interruption of the electric power supply of the devices for commercial measurement and the communication devices;
5. to notify SE NRIC of the date and time of taking an object out of service for the purpose of repairs lasting more than 24 hours;
6. not to interrupt the electric power supply of the devices for commercial measurement and the communication devices of an object taken out of operation (under repair or under operational inspection), except in case of necessity, for which he is obliged to notify SE NRIC. Upon a request made by SE NRIC, to restore the power supply to the devices for commercial measurement and the communication devices for remote reporting, at the latest by the end of the working day following the day on which the request was made. In case of impossibility to restore the power supply within the specified period, the Customer is obliged to immediately notify SE NRIC in written form, indicating the reasons for this.
7. to notify SE NRIC of the date and time of commissioning of one of its sites in order to check the serviceability of the measurement system and the operation of the communication devices for remote reporting systems;
8. not to put a site into operation before receiving a response from SE NRIC by telephone or e-mail address specified in Annex No. 3 about the state of the measurement system and the operation of communication devices for remote reporting. The response from SE NRIC should be received within the working day in which a request was made via telephone or e-mail from the CUSTOMER in order to check the state of the measuring system of a site for the purpose of putting it into operation;
9. to notify immediately in case of noticed damage in any element of the measurement system;
10. to carry out, at his own expense, an initial and subsequent inspection of the devices for commercial measurement, within the time limits and in accordance with the applicable legislation and as recommended by SE NRIC and/or another competent authority;
11. to provide SE NRIC with data on produced gross ton kilometres including the weight of the locomotive for each reporting period, in order to develop standardized freight profiles and use them for statistical purposes;
12. to provide barrier-free access to representatives of SE NRIC in its sites to control the state of commercial measurement devices;
13. to fulfil all instructions of SE NRIC given within its competence;
14. not to rebuild, repair, replace elements of the measuring system without prior notification to SE NRIC. For each replacement of a commercial measuring device, a finding protocol is drawn up in two copies - one for SE NRIC and one the CUSTOMER;
15. not to arbitrarily remove or damage: a device for commercial measurement, sign, seal or other control device of SE NRIC or an authorized body. If it is necessary to remove a seal, sign or something else to notify in written form and/or by e-mail SE NRIC of the reasons that led to the removal;

16. to install, maintain and operate technically in a correct and safe manner its own power systems and equipment, according to approved instructions and current legislation;

17. to immediately provide oral and subsequently written information to SE NRIC in all cases of detected damage to the sites, which by his assessment may be due to malfunctions in the power distribution network.

Section X

RESPONSIBILITIES AND SANCTIONS

Art. 38. SE NRIC is responsible only for actually sustained damages arising directly as a result of unlawful suspension or limitation of transmission, in cases where these damages are caused by intent or by gross negligence of employees of SE NRIC, excluding lost profits.

Art. 39. In cases where the CUSTOMER contributed to the occurrence of the damage, the liability under the above article is reduced proportionally.

Art. 40. SE NRIC is not liable for damages in case of restriction or suspension of transmission, when this is done in the expressly provided by the law cases or in the hypotheses specified in this agreement, if it has fulfilled its obligation to notify, when it is required or in case of force majeure, or in the presence of any of the following circumstances:

1. Technical malfunction of the electric power systems and facilities operated by the CUSTOMER;

2. Occurrence or prevention of accidents, when the accidents occurred due to reasons for which the CUSTOMER is responsible;

3. Improper and/or untimely actions of the personnel servicing the CUSTOMER's electric power systems and sites;

4. Not provided by the CUSTOMER high-quality services for its electric power systems and facilities and not provided backup electric power supplies for its sites;

5. When the CUSTOMER's electric power equipment and consumer devices require power frequency overvoltage protection, and it is not provided;

6. When the CUSTOMER's electric power equipment and installations are not subject to periodic inspection and maintenance in accordance with the requirements for technical operation;

7. Unfulfilled instructions and recommendations of SE NRIC within its competence;

8. Danger of causing significant material damage to the system, respectively to the network or the customers;

9. Danger of excessive pollution of the environment - as prescribed by the competent authorities;

10. Actions of third parties, for which SE NRIC could not and was not obliged to foresee, according to this agreement and the current legislation.

Art. 41. The CUSTOMER is responsible for damages caused to SE NRIC in the following cases:

1. in case of carrying out operational actions not consolidated with SE NRIC, which led to disruption of the normal operation of the distribution network;

2. in case of disruption of the normal electric power supply to third parties, caused by the CUSTOMER, established by protocol;

3. when he removes or damages a device for commercial measurement, sign, seal or other control device placed by SE NRIC, without these actions being consolidated with SE NRIC;

4. uses electric power without it being fully or partially measured by a commercial measurement device, or changes the reporting data of commercial measurement devices or obstructs their correct operation;

5. uses damaged or unsafe electric power devices, networks and installations.

Art. 42. In the case of damages, the aggrieved party is obliged to notify the other party within 2 (two) working days of their occurrence or detection.

Art. 43. Within 24 (twenty-four) hours of receiving the notification under Art. 42, the other party is obliged to send its representative to draw up a finding report about the caused damage.

Art. 44. The aggrieved party loses its compensation right if the deadline under Art. 42 is not met or if it did not give access to the used facilities/sites to the representative under Art. 43.

Art. 45. In case of failure to reach an agreement regarding the content of the findings report or the value of the damages, the dispute shall be resolved in accordance with the procedure of section XIV.

Section XI

FORCE MAJEURE

Art. 46. Circumstances of force majeure are unforeseen and unpreventable events or a combination of events of an extraordinary nature, beyond the control of the parties, which occurred after the conclusion of the agreement, specified in item 12 of Section I, insofar as these events prevent the fulfilment of the obligations under this Agreement.

Art. 47. None of the following events shall constitute force majeure under this agreement:

1. Non-payment or impossibility to make a payment under the Agreement, which is not due to circumstances under item 12 of Section I;
2. Lawful restriction of one of the parties as a legal entity;
3. Order of a competent authority within the meaning of the Environmental Protection Act.

Art. 48. The party claiming force majeure is obliged to send a notice to the other party about the occurrence and end of the event or circumstance in the shortest possible time, but no later than 48 hours after becoming aware of the force majeure event. Neither party has the right to claim a Force Majeure exemption during the period of time between the date on which the notice should have been duly given under this Article and the date on which the notice was actually received by the non-declaring party.

Art. 49. The party claiming force majeure is not released from its obligations under the Agreement if that party was in delay at the time of the occurrence of the force majeure event.

Art. 50. Confirmation of the circumstances of force majeure is carried out with a certificate issued by the Bulgarian Chamber of Commerce and Industry (BCCI) within 14 (fourteen) days from the beginning of the force majeure, except when the circumstance is of a nature that cannot be confirmed in such a way. In this case, the confirmation of the circumstances of force majeure is carried out through photographic material, protocols and other documents.

Art. 51. In case the party invoking force majeure does not send the notification of the beginning of the circumstances or does not confirm the circumstance within the specified period, it loses its right to invoke force majeure.

Art. 52. While the force majeure event lasts, the fulfilment of the obligations under the contract is suspended.

Art. 53. In case the force majeure event lasts more than 30 (thirty) days, each of the parties has the right to terminate the Agreement.

Section XII

TERMINATION OF THE AGREEMENT

Art. 54. (1) The Agreement is terminated:

1. Upon expiry of the term, according to the provided in art. 2 conditions;
2. By mutual agreement of the parties;
3. At the request of the CUSTOMER with one month's written notice;
4. Upon expiry of the validity period of the guarantee under Art. 32, para. 1 and failure to submit a new one, as of March 1 of the relevant calendar year;
5. In case of deleting of the CUSTOMER as a legal entity;
6. By decision of a competent authority, authorized under the Electric Power Act or another law;
7. With the entry into force of the General Terms and Conditions for access and transmission of electric power on the distribution networks of SE NRIC, approved by the Commission for Energy and Water Regulation and published on the website and, under the conditions of the current legislation;

8. in other cases expressly provided in the agreement or in a regulatory act.

(2) The Agreement is terminated without notice in the following cases:

1. Upon revocation, termination or expiration of the CUSTOMER's license for rail transportation of passengers and/or cargo;

2. In case of revocation or non-renewal of the CUSTOMER's safety certificate;

3. Upon termination of the agreement for access and use of the railway infrastructure between the CUSTOMER and SE NRIC;

4. In case of revocation, termination or expiration of the license for distribution of electric traction power on the distribution networks of the railway transport of SE NRIC.

Art. 55. (1) In case the CUSTOMER ceases to use the services under this agreement, he has the right to terminate its operation, starting from the end of each calendar month following the termination of the use of the services. In this case, the CUSTOMER must send a written notice to SE NRIC at least 14 (fourteen) days before the date of termination of the agreement.

(2) In case the CUSTOMER ceases to use the services under this agreement, but has not terminated the agreement, SE NRIC may terminate the agreement at any time. Until the termination of the agreement, the CUSTOMER is obliged to fulfil its obligations under it.

Art. 56. Upon termination of the Agreement, the parties shall sign a bilateral protocol to settle their financial relationships.

Section XIII

METHOD OF COMMUNICATION AND PROVISION OF INFORMATION

Art. 57. Each of the parties appoints relevant persons for operational contacts, together with the respective addresses, telephone numbers, faxes and e-mail addresses, according to Annex No. 2 and Annex No. 3 to the Agreement.

Art. 58. The parties are obliged to immediately inform each other of any change to the data under Art. 57, as well as when changing data on court registration, bank accounts and other circumstances that are relevant to the fulfilment of their obligations under this Agreement.

Art. 59. (1) Except in the cases where this Agreement and the applicable regulations expressly provide for another form, all communication between the parties must be in written form, delivered in person or sent by letter, fax or e-mail to the addresses, specified in the order of this section. The notice will be considered delivered:

1. upon receiving it personally - with signature of the authorized contact person;

2. in case of sending by letter - from the date specified with acknowledgement of receipt;

3. in case of sending by fax - upon receiving a confirmation for delivery from the recipient's fax machine, if the message is received on a business day by 5:00 p.m., otherwise on the first business day following the day it was sent;

4. in case of sending via e-mail - after receiving a message from the recipient's computer, if the message is received on a working day by 5:00 p.m, otherwise on the first working day following the day of its sending.

(2) The term of notices and notifications begins to run from the moment of their receipt, defined by the provisions of the Code of Civil Procedure.

(3) In case of absence of written notifications under this agreement, in cases when such is required, the aggrieved party is not responsible for any damages incurred.

Section XIV

DISPUTE SETTLEMENT

Art. 60. The parties agree that all disputes arising under or related to this Agreement, including disputes related to its interpretation, invalidity, performance or termination, or its adaptation to new circumstances, shall be settled by negotiation between them.

Art. 61. If no agreement is reached, the dispute will be referred to the competent court. Referring the dispute for resolution by the court will not be a reason to terminate the fulfilment of obligations under this Agreement.

Section XV OTHER TERMS

Art. 62. The fulfilment of the obligations arising from the issued license for the distribution of electric traction power on the distribution networks of the railway transport is carried out by "Electricity distribution" unit of SE NRIC, with headquarters and management address: Sofia, 'Knyaginya Maria Luiza' Blvd. No. 110, Unified Identity Code BULSTAT: 1308232430504.

Art. 63. This Agreement is subject to and interpreted in accordance with the law of the Republic of Bulgaria.

Art. 64. All amendments and additions to this Agreement shall be made only in written form.

Art. 65. To all unresolved issues in this Agreement the Energy Act and all relevant provisions of the current legislation of the Republic of Bulgaria is applied.

Art. 66. In case of changes in the legislation, the provisions of this Agreement, which contradict to the changes, are replaced by the norms of the law.

AS CONFIRMATION OF THE ABOVE, the parties have signed this agreement, consisting of (.....) pages in two original copies in Bulgarian language, one for each of them.

Annexes, an integral part of the agreement:

Annex No. 1 – CUSTOMER sites - technical data and devices for commercial measurement of electrical power quantities;

Annex No. 2 - Contact persons and means of communication for the CUSTOMER;

Annex No. 3 - Contact persons and means of communication for SE NRIC;

Annex No. 4 - Bank guarantee issued in accordance to a model.

SE NRIC:

CUSTOMER:

.....

.....

Director General

Manager

.....

Chief Accountant

ANNEX 1

TECHNICAL DATA OF SITES AND MEANS OF COMMERCIAL MEASUREMENT

CUSTOMER:

UIC.....

Number by order	NAME OF THE SITE	REGULA- TION	Maximum power	Rated Power	PLACE OF SALE OF ELECTRICAL ENERGY									Identifi- cation code
		voltage level	KW	KW	Current transformer		Voltage transformer		constant of the measurement group	Electricity meters				
					type	Transmi ssion ratio	type	Transmiss ion ratio		type	accura cy class	Factory No.	constant	
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														

Number by order	NAME OF THE SITE	REGULA- TION	Maximum power	Rated Power	PLACE OF SALE OF ELECTRICAL ENERGY									Identifi- cation code
		voltage level	KW	KW	Current transformer		Voltage transformer		constant of the measurement group	Electricity meters				
					type	Transmi- ssion ratio	type	Transmiss- ion ratio		type	accura- cy class	Factory No.	constant	
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														

FOR SE NRIC

Director-General

FOR THE CLIENT:

.....
Manager

ANNEX 2

CUSTOMER:

UIC.....

CONTACT PERSONS AND MEANS OF COMMUNICATION OF THE CLIENT

Address for correspondence:

Telephone:

Fax:

E-mail:

Name surname, position	responsible for	telephone	fax	E-mail
	Reconciliation of data and measurement protocols			
	Operation, working order, metrological control of measuring instruments			
	Operation and repair of sites			
	Billing and payment			
	Juridical/legal issues			
	Other/operational			
	Other/operational			

FOR SE NRIC

.....

Director-General

.....

Chief Accountant

FOR THE CLIENT

.....

Manager

ANNEX 3

PERSONS FOR CONTACTS AND MEANS OF COMMUNICATION OF SE NRIC

Address for correspondence: The city of Sofia 1527, 110 Knyaginya Maria Luisa Blvd., SE NRIC – Electricity Distribution division

Telephone: + 359 2 932 61 12 Fax: + 359 2 932 30 69 E-mail: podelenie-erp@rail-infra.bg

Name surname, position	responsible for	telephone	fax	E-mail

FOR SE NRIC

.....
Director-General

.....
Chief Accountant

FOR THE CLIENT:

.....
Manager

BANK GUARANTEE TEMPLATE

To

SE 'NATIONAL RAILWAY INFRASTRUCTURE COMPANY'

Sofia, 1233, 110 'Knyaginya Mariya Luiza' Blvd

Bank guarantee No/.....20....,

Payable on first demand in the amount of BGN (in words)

Issued in favour of SE 'NATIONAL RAILWAY INFRASTRUCTURE COMPANY', entered at the commercial register of the Registry Agency under UIC 130823243, with registered office and head office Sofia, 1233, 110 'Knyaginya Mariya Luiza' Blvd

We have been informed by our Customer /name/....., whose registered office and head office is....., UIC..., (hereinafter referred to as the 'Customer'), that between the two parties (SE "National Railway Infrastructure Company" hereinafter referred to as 'SE NRIC') and our Customer, an Agreement for access and transmission of power energy through the electric power distribution network of State Enterprise "National Railway Infrastructure Company" is about to be concluded.

We are also informed that upon signing the Agreement, our Customer should present in your favor a bank guarantee in the amount of..... in order to ensure the proper implementation of his obligations under the agreement. In view of the above:

1. We hereby guarantee to you expressly, irrevocably, unconditionally and unreservedly, waiving all rights of objection and division of liability on our part only, full and immediate payment, without offsets or counterclaims, in the amount of [..... BGN], which we undertake to pay to you (SE NRIC) immediately at your request, in case our Customer fails to fulfill any of his obligations under the agreement concluded with you for access and transmission of power energy through the electric power distribution network and irrespective of the validity of this agreement.

2. We regard as an independent and primary obligation to compensate you for all losses, financial obligations, costs and expenses arose at your own expense due to: (1) non-fulfillment or non-payment by the Customer of any of its payment obligations on the relevant due date; (2) impracticability, invalidity or illegality of any of the Customer's payment obligations in relation to the agreement for access and transmission of power energy through the electric power distribution network, the total amount of which does not exceed [..... BGN]. We accept as an independent and primary obligation to pay immediately upon receipt of your request all the amounts due in relation to the agreement for access and transmission of power energy through the electric power distribution network, the total amount of which does not exceed [..... BGN]. Any amount due under this paragraph is recoverable from us as a result of our liability in our capacity as single or principal obligor.

3. This guarantee is valid until our Customer repays all its obligations arising from the agreement for access and transmission of power energy through the electric power distribution network, as described in the same, until its expiration, runs until the thirty-first (31) of January

4. We hereby undertake and we are obliged to pay to you (SE NRIC), immediately upon receipt of your just written request, without dispute or objection and without offsets or counterclaims, any amount up to the maximum of (in words:.....), which you have determined to be due to you (SE NRIC) in case our Customer does not fulfill all or any of its obligations under the agreement for access and transmission of power energy through the electric power distribution network.

5. For the purposes of certification, the written request for payment to SE NRIC must be submitted via the bank which is servicing you and with a confirmation that the signatures which have been put are legally binding for SE NRIC. If the bank servicing you uses for this purpose a secure SWIFT, it must in any case send the full text of the payment request to SE NRIC and at the same time confirm that the originals of these documents have been sent to us via special courier service.

6. Your decision is obligatory for us and we undertake to pay immediately upon receipt of your request any specified amount or amounts, the total amount of which does not exceed (in words _____), without interests, accruals, surcharges, offsets or counterclaims, according to your instructions without requiring confirmation, consent or any other action on the side of our Customer and without the right to take into account any challenge or objection by the Customer.

7. This guarantee and compensation is valid until its expiry, namely until the thirty-first (31) of January, on which date it stops to be in force, without, however, affecting our obligations under it in relation to amounts due to you arose and claimed by you before that date, which remain fully due and valid until they are fully reimbursed.

8. Change or suspension of fact or law relations or connections between us and our Customer does not release us from our obligations under this guarantee. Our obligations under this guarantee and the compensation remain in force and we will not be discharged if our Customer has declared bankruptcy or has been in liquidation or has been disbanded or in case of compulsory administrative or other relevant proceedings, or if the Customer has received compensation or offset amount related to a claim against you (SE NRIC). All terms of this guarantee and compensation remain in full force, regardless of any change in the financial or legal status of our Customer.

9. This guarantee and compensation and all the conditions arising from it are guided by Bulgarian legislation. Any dispute arising from or in connection with this guarantee will be referred to the competent court in the city of Sofia for resolution.

10. This guarantee can be released before its validity expires, but only after we receive back its original, on which the consent of SE NRIC with the made return is noted.

11. With this we warrant that the amount of this guarantee does not exceed the determined by law limit for our bank.

IN WITNESS WHEREOF, this guarantee has been signed on20....

Signature of the issuer of the guarantee: