



Participant Registration No : 01/2020

**ELECTRICITY SUPPLY AGREEMENT WITH COMMERCIAL AND INDUSTRIAL CUSTOMERS – RES SELF-CONSUMERS OF BIOLAND PROMITHIA**

**NET BILLING (NB)**

This electricity supply agreement with Commercial and Industrial customers, hereinafter referred to as the "**Agreement**", is hereby signed today ..... at Larnaca, Cyprus, between

**Bioland Promithia Ltd**, a limited liability company, with registered address in the Republic of Cyprus at 3 Eleftherias Street, Aradippou, Larnaca, Cyprus, with registration number HE 384964, which is represented for the purposes hereof by its Director Constantinos Eliopoulos, hereinafter referred to as the "**Supplier**"

and

....., with registered address at ..... , Cyprus, with registration number ..... , which is represented for the purposes hereof by its Director or its authorized person ....., hereinafter referred to as the "**Customer**", as defined in the Electricity Supply Rules to Final Customers, hereinafter referred to as the "**Supply Rules**"

Hereinafter referred to separately as the "**Party**" or jointly as the "**Parties**", which agree that this **Agreement** is based on the **Scheme** of the Ministry of Energy, Commerce and Industry

**WHEREAS** Bioland Promithia Ltd (the **Supplier**) is a company holding the Electricity Supply License No. Π013-2019 (Cera's License), according to the provisions of the Electricity Supply Rules to Final Customers by virtue of the Electricity Market Regulation Act 130(I)/2021 and has joined the Contractual Framework of the Transitional Electricity Market Regulations under the accession contract number 01/2020

AND WHEREAS the **Supplier** has agreed to supply electricity to the **Customer's Premises (Energy Offtake** from the distribution system) and to receive the electricity excess from the **Customer's Premises (RES Injection** into the distribution system) based on certified meter readings recorded at the end of each month on the **Energy Offtake Meter** with the following details:

Meter Number..... **Premises** Address .....

AND WHEREAS the **Customer**, by signing the **Agreement**, hereby acknowledges, fully understands and accepts the General Terms and Conditions of the Electricity Supply Agreement for Commercial and Industrial Customers (**Consumers** and **RES Self-Consumers**) issued by the **Supplier** and posted on the website of Bioland Promithia Ltd (www.biolandpromithia.com), as amended from time to time, as well as the Annexures, as attached hereto and constitute an integral part of the **Agreement**.

NOW THEREFORE the **Parties** agree as follows:

1. The **Parties** hereby agree that any notifications exchanged between them shall be sent to the destinations indicated by each **Party** below:

**Supplier's** Email Address: info@biolandpromithia.com

**Supplier's** fax number: 24 534775

**Supplier's** Call Centre: 80006006

**Supplier's** Contact Person Details: Costas Kontopoulos, 24505050

**Supplier's** Alternative Contact Person Details: Andreas Petrou, 24 505050

**Customer's** Email Address for **Consumption Bills**: .....

**Customer's** Email Address: .....

**Customer's** fax number: .....

**Customer's** Contact Person Details: .....

**Customer's** Alternative Contact Person Details: .....

2. The terms of the **Agreement** shall be governed by the Provisions of the Electricity Market Regulation Law of 2021 (130(I)/2021), the General Terms of the Supply of Electricity Supply Agreement to Commercial and Industrial Customers (**Consumers** and **RES Self - Consumers**), as amended from time to time, as well as other relevant amending Laws and Regulations issued from time to time, in accordance with the aforementioned Laws and the applicable Transmission and Distribution Rules and the applicable Transitional Regulation of the Electricity Market.
3. The **Supplier** shall provide electricity to the **Customer's Premises (Energy Offtake** from the distribution system) based on the tariff as analysed in Appendix 'A'.
4. The **Supplier** shall receive the electricity excess from **Customer's Premises ("RES Injection** into the distribution system"), based on the **Net Billing (NB)** methodology as mentioned below:

**Net Billing (NB)"** is the method with which electricity **Consumers** who have a photovoltaic system installed on the roof of their **Premises** or on the ground within the

same plot as the **Premises** or on an adjacent plot, to cover the needs of their **Premises**.

According to this method, for each daily period predefined in the tariff, it is the difference between the chargeable cost of the electricity imported from the distribution network (**Energy Offtake**) according to the tariff and the credit arising from the RES purchase price of the exported RES electricity injected to the distribution network for each tariff period defined for the Transitional Market to be the calendar month. Both the billing tariff of imported electricity and the purchase price of the exported RES electricity are analysed on Annexure A.

If during the billing period, the cost of the exported electricity does not exceed the cost of the imported electricity, then the **Consumer** pays the difference resulting from the netting of the cost of the exported and imported electricity.

If the cost of the exported electricity exceeds the cost of the imported electricity, the excess amount resulting from the netting of the cost of the exported and imported electricity will be credited to the **Consumer's Consumption Bill** in the following month for a period of 12 months.

The final settlement of the credit balance (monetary surplus) in the **Customer's** account, if it exists, will be settled at the end of November, once the 12-month period has been completed. Any credit balance (monetary surplus) after the final settlement will be paid in half (50%) to the **Customer** by crediting his next **Consumption Bill**. Following this, a new 12-month period will then start as above.

It is hereby understood that if the **Agreement** is terminated before the completion of the 12-month period as above, any credit balance on the account will be cancelled and will not be refunded.

5. The term of this **Agreement** shall be ten (10) years. In any case, this **Agreement** shall be terminated at the end of the operation of Transitional Regulation of the Electricity Market and will be replaced with a new **Agreement** at the beginning of the Competitive Electricity Market.
6. The **Supplier** shall provide the **Customer** with electricity based on the **Agreed Monthly Energy Offtake Levels** as analysed in Annexure 'B'.
7. The **Customer**, in accordance with the payment terms of the General Terms, shall deposit to a bank account indicated by the **Supplier**, the amount corresponding to the monthly **Consumption Bill** (invoice), no later than the fifteenth (15th) of the month that follows the period of consumption.



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8. The **Customer** shall provide the **Supplier**, thirty (30) calendar days before the start of the electricity supply, with a **Guarantee** in a Cypriot Bank with the amount of €.....The aforementioned amount is indicative. The exact amount will be based on the **Agreed Monthly Energy Offtake Levels**, in accordance with paragraph 5 and will be accurately determined at least two (2) months before the electricity supply **Commencement Date** and will be reviewed at least two (2) months before the commencement of the next supply period in the case that the **Agreement** gets extended.
9. The **Customer** agrees that the **Supplier** may include its name and/or logo on customer lists and/or marketing and promotional material.

In the presence of the undersigned witnesses, the terms of the **Agreement** and its Annexures, which form an integral and indivisible part along with the General Terms and Conditions of the **Agreement** for the Electricity Supply to Commercial and Industrial Customers (**Consumers** and **RES Self- Consumers**) of Bioland Promithia Ltd, as amended from time to time, were mutually agreed upon and accepted.

Upon confirmation and faithful execution of the above terms, the **Parties** hereby sign in the presence of witnesses.

**WITNESSES**

**PARTIES**

Name: .....

.....

ON BEHALF OF THE SUPPLIER

Signature: .....

Name: .....

.....

ON BEHALF OF THE CUSTOMER

Signature: .....