



Participant Registration No : 01/2020

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

**NET METERING (NM)**

This electricity supply Agreement with Commercial and Industrial customers, hereinafter referred to as the "**Agreement**", is hereby signed today ..... in 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 ....., 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 representative ....., 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 (**Supplier**) is a company holding the Electricity Supply License No. ΠΘ13-2019 (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 surplus 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 Bioland Promithia Ltd – Electricity Supply Agreement with Commercial and Industrial Consumers – RES Self-Consumers of Bioland Promithia

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 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 analyzed in Appendix 'A'.
4. The **Supplier** shall receive the electricity excess (surplus) from the **Customer's Premises (RES Injection into the distribution system)**, based on the **Net Metering (NM)** methodology as mentioned below:

"**Net Metering (NM)**" is the method that concerns electricity consumers with 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**.

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According to the NM method, the difference between the imported electricity from the electricity system (**Offtake**) to cover the needs of the **Premises** and the exported electricity from the photovoltaic system which is injected into the distribution system ("**RES Injection**") is calculated for each billing period which is defined as the calendar month.

Any electricity surpluses (in kWh) will be transferred to the next billing period (the next month) for a 36-month period, whereas any shortfalls will be billed normally within that billing period.

The final settlement of surpluses (if applicable) will be calculated at the end of March once the 36-month period has been completed.

Any surplus after final settlement will be compensated by the **Supplier** by crediting the **Customer's** next **Consumption Bill** with half (50%) of the surplus value as calculated with the **Customer's** agreed tariff as applied in the month of the final settlement. Thereafter, a new 36-month period will commence as above.

It is hereby understood that, if the **Agreement** is terminated before the completion of the 36-month period mentioned as above, any surpluses will be deleted and will not be compensated.

5. The term of this **Agreement** shall be ten (10) years. In any case, the **Agreement** shall be terminated with 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 Levels of Monthly Energy Offtake** as analyzed in the corresponding Appendix '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 consumption period.
8. The **Customer** shall provide the **Supplier** thirty (30) calendar days before the start of the electricity supply, with a **Bank Guarantee** of a Cypriot Bank, the amount of €.....The aforementioned amount is indicative. The exact amount will be based on the **Agreed Monthly Energy Offtake Levels**, according to paragraph 6 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 case 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.



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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: .....