

RULES ON GENERAL CONDITIONS OF NATURAL GAS SUPPLY FOR END-USE CUSTOMERS

FIRST PART

GENERAL PROVISIONS

ARTICLE 1

Scope

These rules aim to ensure a fair and effective process for the supply service of natural gas customers, through setting general conditions, in the supply service provided by the Licensee in the Supply Activity for Natural Gas Sector.

ARTICLE 2

Legal Basis

These rules are drafted supporting:

- Law no.102/2015 “On Natural Gas Sector”, article 75, article 95, article 96;
- Law no. 9902, dated 17.04.2008 “On Customer protection”, as amended;
- Law no. 9887, dated 10.03.2008 “On protecting the personal data”, as amended with Law no. 48/2012, as amended with Law no.120/2014.

ARTICLE 3

Definitions

Some expressions used in these rules shall have the meaning as follows:

1. “Energy Regulator Authority” “ERE” - shall mean the regulatory institution of power and natural gas sector, which operates in conformity with this law and Power Sector law.

2. “Person” - shall mean any natural or legal person, the Government or any government agency, any local authority or other legal entities known by the law inside and outside the country, except ERE.

3. “End-Use Customer” - shall mean a customer purchasing natural gas for his own use.

4. **“Protected customer”** means household customers and small non household customers connected to a gas distribution network, essential social services connected to a gas distribution or transmission network, as well as district heating installations to the extent that they deliver heating to the abovementioned customers, provided that these installations are not able to switch to other fuels and are connected to a gas distribution or transmission network;

5. **“Request”** - shall mean a written request submitted at ERE, by one person for an issue, that is object of regulation by ERE.

6. **“Applicant”** - shall mean any person, different from the complainant that wants to start an action that requires to be institutionalized by the application.

7 **“Complainer”** - shall mean a person that deposits a complain at ERE, for any action/inaction of a person, that is in ERE jurisdiction, for the activity that he performs as provided on Law no.102/2015, “On Natural Gas Sector”.

8. **“Complaine”** - shall mean a person, against whom is submitted a complaint or has initiated an investigation by ERE.

9. **“Interested party”**- shall mean a person that participates or aims to participate in any relation in natural gas sector of Albania, in conformity with Law no. 102/2015 “On Natural Gas Sector” and other effective legal acts.

10. **“Tariff and prices”** - are the payments that shall be carried out by the Customers for natural gas services, ensured from the companies licensed by ERE performing regulated activity in natural gas sector. Natural gas tariffs and prices may be reviewed by ERE with the proposal of the licensee or with ERE initiative, according to the principles provided on Law no. 102/2015 “On Natural Gas”.

11. **“Contract termination tariff”** – shall mean the tariff paid by the Customer to the Supplier, in case when it is required the supply interruption in the connection point with the distribution network, according to the natural gas supply contract. This tariff is not applicable, in case the Customer interrupts the natural gas supply contract to switch the Supplier.

12. **“Terms and conditions”** - shall mean the provisions approved by ERE to the licensee, providing one or some services in natural gas sector, to whom shall be provided Customer service/services.

13. **“Natural gas”** - is methane gas, including associated gas, as well as all hydrocarbons that are gaseous at normal atmospheric conditions, which include LNG, biogas or other types of gas transmitted and distributed in the piping system.

14. **“Distribution system operator (DSO)”** - means a legal person who carries out the function of distribution and is responsible for operating, maintenance, and if necessary, developing the distribution system in a given area and where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the distribution of natural gas;

15. **“Transmission system operator (TSO)”** means a legal person who carries out the function of transmission and is responsible for operating, maintenance, and, if necessary, developing the transmission system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for gas transport;

SECOND PART

GENERAL STANDARDS OF NATURAL GAS SUPPLY

ARTICLE 4

Preliminary Conditions of Signing the Natural Gas Supply Contract

4.1 Supplier shall provide in an easy accessible way and for free to the interested parties, the necessary information in the written form about the procedures of signing a contract for natural gas supply. This information shall be detailed, transparent and where are significantly reflected through different means of information, at any Supplier office, including publication of this information even through brochures or in the electronic form on the Supplier’s and ERE website.

4.2 This information shall be in a clear language and in a form accessible for all the interested persons.

4.3 Information shall minimally contain:

a) Documentation that shall be filled by the applicant in the moment of submitting the request for concluding the Natural Gas Supply Contract such as:

- identity and location certificate; as well as
- any technical documentation that serve for concluding the contract.

b) Deadline for handling the applicant request for concluding the natural gas supply contract;

- c) The rights and obligations of any supplier and end – use customer are regulated according to the natural gas supply contract;
- ç) Location or offices for the complaints including the data on the Customer Care Centers, which give information about the complaints, set by the supplier;
- d) Procedure for submitting a complaint and the deadlines for its handling, in conformity with the law;
- dh) Obligation of the Supplier not to preserve customer’s personal data, in conformity with the law on the “Protection of personal data”;
- e) Applicable prices and/or regulated tariffs for services provided by the supplier;
- ë) Draft gas supply contract prepared by the supplier in accordance with article 5 of these Rules; and
- f) Requirements for conclusion of contracts on natural gas transmission and/or distribution services in accordance with points 4.4(b) and 4.5 of this rules.

4.4. Each supplier shall publish on its website a finite list of the information and documents to be submitted by the end-use customer together with its application for conclusion of the gas supply contract. The information and documents requested by the supplier shall be in compliance with requirements stipulated in these Rules and shall not cause any restrictions upon end-use customers to conclude the gas supply contract.

4.5. Each end-use customer, before it starts consuming natural gas, shall ensure that its facilities or other objects are connected to the natural gas transmission or distribution network under the terms and conditions stipulated in the applicable network code, and shall conclude:

- a) gas supply contract with the supplier in accordance with the Law No 102/2015 “On the Natural Gas Sector” and these Rules; and
- b) contract on natural gas transmission and/or distribution services with the system operator (or Operators) in charge, depending on the natural gas network to which the facilities or other objects of the end-use customer are connected, in accordance with the Law No 102/2015 “On the Natural Gas Sector” and the applicable network code.

4.6. Without prejudice to the requirement established in point 4.5(b), each end-use customer may agree that the supplier concludes contracts on natural gas transmission and/or distribution on behalf of the end-use customer, subject to the condition that the particular supplier provides such service under its respective agreements with system operators in charge.

ARTICLE 5

Form and Contents of Natural Gas Supply Contract

5.1. Gas supply contract shall be entered in a form provided by the supplier, except for the cases where a standard supply contract is concluded in a form approved by ERE pursuant to the Law No 102/2015 “On the Natural Gas Sector”. Each supplier shall be obliged to prepare a standardised form of the gas supply contract and to publish it on its website or, where applicable, to publish on its website a standard supply contract approved by ERE.

5.2. Each gas supply contract shall contain at least the following:

- a) identity of the supplier, including company name, commercial registration number, official seat, number of the natural gas supply license and the date of its issuance, contact details (address for correspondence, phone number, email address, website, *etc.*), as well as its authorised representative for concluding the gas supply contract and legal grounds for the respective authorisation (*e.g.* the Statutes, other incorporation acts, power of attorney);
- b) identity of the end-use customer:
 - non-household customer: company name, commercial registration number, official seat, contact details (address for correspondence, phone number, email address, website, *etc.*), as well as its authorised representative for concluding the gas supply contract and legal grounds for the respective authorisation (*e.g.* the Statutes, other incorporation acts, power of attorney);
 - household customer: name, surname, date of birth, place of residence, contact details (address for correspondence, phone number, email address, *etc.*);
- c) location and other relevant data of facilities or other objects of the end-use customer to which natural gas will be supplied, including technical data of these facilities or other objects and of their metering point (or points);
- ç) information about contracts concluded by the end-use customer with the system operator, for the supply service of the other facilities with natural gas;
- d) information about contracts concluded by the end-use customer with the system operator (or operators) in charge on natural gas transmission and/or distribution services or, where applicable, these contracts, authorisation of the supplier to conclude such contracts on behalf of the end-use customer;
- dh) obligations of the contractual parties, their scope and contents, as well as services provided by the supplier including the service quality levels offered;
- e) conditions regarding the quality of the supply of natural gas at the metering point;
- ë) prices of natural gas applied to the end-use customer;
- f) methods for calculation, invoicing and payments for natural gas consumed;
- g) means for obtaining the up-to-date information on services provided by the supplier and on prices of natural gas applied to the end-use customer;
- gj) contact data of authorised persons and of the customer care centre, including their working hours, where the end-use customer would be able to receive all necessary information about the implementation of the gas supply contract;
- h) information relating to the consumer rights;
- i) liability for non-fulfilment or improper fulfilment of the obligations undertaken by the contractual parties;

APPROVED WITH DECISION NO. 161, DATED 09.07.2018

- j) terms and conditions for the compensation of losses caused by non-fulfilment or improper fulfilment of the obligations undertaken by the contractual parties;
- k) terms and conditions for handling the complaints of the end-use customer and for the settlement of disputes between the contractual parties in accordance with the Law No 102/2015 “On the Natural Gas Sector”; and
- l) term of validity of natural gas supply contract, terms and conditions for its amendments, renewal and termination, including the information if the end-use customer has a right to terminate the contract without any financial or other restrictive measures.

5.3. Without prejudice to point 5.2 of this regulation, gas supply contracts by the supplier under public service obligation serving household customers and small enterprises shall be in full accordance with the standard supply contract approved by ERE. The contents of respective contracts may be modified or otherwise intervened by the contractual parties only in cases where such an option is expressly indicated by ERE and with the consequences stipulated in Article 7 of these Rules.

5.4. Without prejudice to point 5.2, gas supply contracts by the supplier of last resort, may provide for specific terms and conditions inherent to the natural gas supply of last resort in accordance with the Law No 102/2015 “On the Natural Gas Sector” and operational rules of the supplier of last resort adopted by ERE.

5.5. Applicable legal acts may establish special terms and conditions, including standard mandatory provisions, for the gas supply contract to be concluded with vulnerable end-use customers.

5.6. Provisions of the gas supply contract shall be fair, proportional, given in a clear and comprehensible language, and shall be applied in a transparent and non-discriminatory manner. Gas supply contracts shall not include any barriers to the exercise of the end-customer’s rights, and shall not introduce unfair or misleading methods of sales, metering, invoicing or payment.

5.7. Gas supply contracts shall not contain any provisions that would prevent or hinder the customer from unilateral termination of the contract under the terms and conditions stipulated in these Rules, and/or from changing its supplier free of charge pursuant to supplier switching rules adopted by ERE.

5.8. The contents of the gas supply contract shall be known in advance to the customer. This requirement shall also apply in cases where the gas supply contract is concluded through intermediaries.

ARTICLE 6

Conclusion of the Gas Supply Contract

6.1. Applicant shall submit its application to the supplier for conclusion of the gas supply contract in a written form or by electronic means of communication, as allowed by the supplier, in a manner which enables to identify the person applying for conclusion of the gas supply contract.

6.2. Together with the application for conclusion of the gas supply contract, the applicant shall submit to the supplier documents proving its identity, data and documents with regard to natural gas facilities or other objects of the applicant, and other information and documents requested by the supplier pursuant to article 4 of these Rules.

6.3. Applicant requesting to sign the natural gas supply agreement shall be informed by the supplier on acceptance or rejection of its application, within fifteen (15) calendar days from submitting an application together with necessary information and documents as required under points 6.1 and 6.2 of this article.

6.4. If the request of the applicant is not accompanied with the full information and/or documentation requested by the supplier, the Supplier within seven (7) days, shall inform the applicant for the missing information and/or documentation.

6.5. The applicant shall submit the missing information and/or documentation within seven (7) calendar days from the notification moment. The request shall be refused by the supplier if such information and/or documentation, as provided by the applicant, is not complete. The supplier shall inform the applicant in each case for the approval or refusal of his request. Each refusal by the supplier shall be clearly justified and shall be explained to the customer in the written form.

6.6. In cases where the application for conclusion of the gas supply contract is accepted by the supplier, the proposed drafts of the gas supply contract shall be prepared by the supplier in accordance with Article 5 of these Rules and submitted to the applicant not later than the term stipulated in point 6.3 of this article.

6.7. Proposal of the gas supply contract shall be submitted by the supplier and all relevant information are provided free of charge, as required under these Rules. Such proposal shall contain its validity term, which in any case shall not be shorter than three (3) weeks after the date of the proposal. Validity of the proposal for natural gas supply contract shall be concluded with the household customer and shall not be limited in time.

6.8. The supplier shall be responsible for the information provided to the end-use customer, including its correctness and legal justification.

6.9. Submission of the proposal for natural gas supply contract shall in no case be considered as imposing any obligation for the end-use customer to conclude the gas supply contract with that particular supplier, *i.e.* the end-use customer shall have an unconditional right to refuse the supplier's proposed draft for natural gas supply contract.

6.10. After receipt of the supplier's proposal for natural gas supply contract, noting the term of its validity pursuant to point 6.7 of this article, the end-use customer may sign the contract or may refuse it, by informing the supplier.

6.11. By signing natural gas supply contract, the end-use customer confirms that its facilities or other objects to which the natural gas will be supplied are owned by such a customer or it has another proven right to manage the facilities or other objects, including, the tenancy and/or property administration rights, and to conclude the gas supply contract. If so requested by the supplier, the end-use customer shall provide the documents proving its respective rights, including, where necessary, the consent of the owner of facilities or other objects for conclusion of the gas supply contract.

6.12. Natural gas supply contract on behalf of end-use customers group or of the co-owners at one metering point with the same consumption shall be concluded by the person authorised in writing by such group or other co-owners in accordance with applicable legal acts.

6.13. The end-use customer who has several metering points shall be allowed to conclude a separate natural gas supply contract for each metering point or for several metering points with identification of each metering point served under respective gas supply contract.

6.14. In cases where the gas supply contract also covers conclusion of contracts on natural gas transmission and/or distribution, as referred to in point 4.6, the end-use customer and the supplier may agree that natural gas supply contract enters into force on the day on which facilities or other objects of the customer will be connected to the natural gas network, but not later than on the day of installation of the metering point (or points). In other cases, where the facilities or other objects are already connected to the natural gas network, the gas supply contract shall enter into force on the date agreed between the customer and the supplier, which shall also be the date for entry into force of the contract on natural gas transmission and/or distribution between the supplier and the system operator in charge.

6.15. The supplier shall inform the system operator in charge on conclusion of the gas supply contract not later than the next business day after the end-customer signs the contract and notifies the supplier accordingly.

ARTICLE 7

Amendments to Gas Supply Contract

7.1. The supplier shall notify its end-use customers on intended amendments to the gas supply contract, including intended changes of the natural gas price. Such notification shall be submitted in written and/or by electronic means of communication not later than thirty (30) days before the intended amendments will enter into force, and there shall be clearly explained that the end-use customer has a right to refuse such amendments and terminate the gas supply contract for free or other restrictions, according to these Rules.

7.2. Without prejudice to the requirements established in point 7.1 of this article, the contractual parties shall mutually agree on the amendments to natural gas supply contract at any time under the terms and conditions stipulated in the gas supply contract. Standard gas supply contract adopted by ERE may be amendment only following the respective resolution by ERE, unless it is otherwise expressly provided in the standard contract itself.

7.3. Any amendments to the gas supply contract shall not derogate from mandatory requirements prescribed under article 5 of these Rules, and shall be accepted and signed by both contractual parties. Concluded amendments to the gas supply contract shall be attached as an annex to the gas supply contract and shall be an integral part thereof.

ARTICLE 8

Validity, Termination and Suspension of Natural Gas Supply Contract

8.1. The gas supply contract concluded between the supplier and the customer shall enter into force for an indefinite period of time, unless it is otherwise expressly required to be amended by applicable legal acts or agreed between the contractual parties.

8.2. In cases referred to in point 8.1 of this article, where the term of validity of gas supply contract is defined and none of the contractual parties informed about the intended termination of the contract, its amendments or proposed conclusion of a new contract before the term of validity expires, the gas supply contract shall be deemed as renewed for the same term of validity under the same conditions as previously agreed. In case one of the contractual parties proposes concluding a new contract, the previous contract shall be applied for relations between the contractual parties before the new contract is concluded and enters into force.

8.3. Natural gas supply contract concluded between the supplier of last resort and the end-use customer shall be entered for a clearly defined term of validity not exceeding the allowed period of two (2) months for the last resort supply of natural gas as determined by the Law No 102/2015 “On the Natural Gas Sector”.

8.4. The gas supply contract may be terminated at the initiative of the end-use customer under the following terms and conditions:

8.4.1. Each household customer shall have a right for a unilateral termination of the gas supply contract without any financial or other restrictive measures based on a written notification submitted to the supplier at least three (3) weeks before the intended termination of the contract.

8.4.2. Each non-household customer shall have a right for a unilateral termination of the gas supply contract based on the following conditions:

a) in case the gas supply contract has entered into force for an indefinite time period, the non-household customer shall have a right to terminate such contract unilaterally at any time without any financial or other restrictive measures based on a written notification submitted to the supplier at least three (3) weeks before the intended termination of the contract;

b) in case the gas supply contract has entered into force for a clearly defined time period, the non-household customer shall have a right to terminate such contract unilaterally from the established date of its expiry without any financial or other restrictive measures; or

c) in case the gas supply contract has entered into force for a clearly defined time period and the non-household customer intends to terminate such contract unilaterally before the established date of its expiry, it shall notify the supplier under the terms and conditions stipulated in the contract and, where so agreed between the contractual parties, shall compensate the supplier for a premature termination of the contract.

APPROVED WITH DECISION NO. 161, DATED 09.07.2018

8.5. The end-use customer, which transfers or otherwise terminates the ownership right or right of possession to the facilities or other objects consuming natural gas, shall notify the supplier not later than in five (5) days after such transfer and shall therefore agree with the supplier on termination of the gas supply contract and payment for the natural gas consumed. In this case the end-use customer shall have a right to terminate the gas supply contract without any financial or other restrictions, irrespective of the conditions agreed under the contract.

8.6. In cases referred to in point 8.5, new owner, tenant or other person which takes over the ownership or possession of the facilities or other objects consuming natural gas shall apply to the supplier for conclusion of the gas supply contract under the terms and conditions stipulated in these Rules. Such person intending to conclude a new gas supply contract shall have an unrestricted right to apply to any supplier on its choice.

8.7. The gas supply contract may be unilaterally terminated at the initiative of the supplier in case of violating by the Customer the essential obligations of the contract. Shall be considered essential breaches of the contract's conditions by the Customer cases as follows:

a) If the Customer does not pay the obligations arising from the Natural Gas supply, including the overdue interest within 1 (one) month after suspension of supply under article 16 of these Rules.

b) If it is evidenced by the Supplier that the Customer consumes natural gas in an illegal way, *i.e.* in case of breach of the customer's obligations under the conditions for connection of its facilities or other objects to the natural gas network, terms and conditions of metering of delivered and consumed natural gas, and/or other breach of the applicable network code.

c) If the Customer, repeatedly does not enable access to the Supplier for more than 3 (three) months to read and verify the meters and installations, when the meter or the metering system is within the borders of his property.

ç) If the supply and/or distribution of natural gas to the facilities or other objects of the customer is suspended pursuant to article 22 of these Rules due to the fault of such customers for a period longer than three (3) months.

8.8. The supplier shall submit to the end-use customer its written notification on the intended termination of the gas supply contract on the grounds prescribed in point 8.7 at least thirty (30) days prior to the intended date of termination. The supplier shall also inform the end-use customer on the possible outcomes of the intended termination of the gas supply contract, including disconnection of the facilities or other objects of the end-use customer from the natural gas network. The supplier may not terminate the gas supply contract in case the end-use customer, within thirty (30) days following the supplier's notification, rectifies the indicated breaches of the contract and proves such rectification to the supplier.

8.9. The end-customer and the supplier may at any time mutually decide on termination of natural gas supply contract under the terms and conditions specified on the applicable legal acts.

8.10. The customer may require to suspend the agreement for a defined period according to his request, but in any case not longer than for twelve (12) consecutive months. The customer shall inform in a written form the Supplier fifteen (15) calendar days before the date he requires the suspension and shall liquidate all the obligations to the Supplier, not later than thirty (30) days from the request to suspend the agreement. The Supplier shall disconnect the natural gas supply according to the procedures and terms defined for this purpose, after notifying in the written form the Customer for accepting his request. The customer shall make the request for re-connection¹⁰

APPROVED WITH DECISION NO. 161, DATED 09.07.2018

any Supplier's office and this last one mentioned shall make the reconnection within 48 hours from the submission of the request.

8.11. The customer is responsible for executing the obligations regarding the Natural Gas consumption until the agreement suspension. In any case the customer is not responsible for any obligation to the supplier after the deadline provided in point 8.10, except for the obligation to pay to the supplier for natural gas consumed before suspension of the gas supply contract and, where relevant, for other services provided.

8.12. The supplier and/or the end-use customer, depending on the arrangements agreed under the gas supply contract, shall inform the system operator in charge not later than three (3) weeks before the date of intended termination or suspension of the gas supply contract and shall provide the information required under the applicable network code and under contracts concluded with the system operator in charge.

8.13. With the termination or suspension of the natural gas supply contract, the Supplier shall immediately cease the supply of natural gas to the facilities or other objects of the end-use customer and, where applicable, shall request the system operator in charge to suspend the distribution of natural gas to the facilities or other objects of the end-use customer. Suspension of natural gas distribution may not be requested in cases where the gas supply contract was terminated due to the switching of supplier by the end-use customer under the terms and conditions stipulated in the Law No 102/2015 "On the Natural Gas Sector" and the Supplier Switching Rules adopted by ERE. Suspension of natural gas distribution to the facilities or other objects of the end-use customer shall be executed in accordance with the applicable network code.

8.14. Following termination or suspension of the gas supply contract, the Supplier shall read the meters on the connection point with the facilities or other objects of the end-use customer and shall calculate the final invoice for the supply of natural gas to the end-use customer. The final invoice shall be submitted by the supplier to the end-use customer not later than in twenty (20) days after termination or suspension of the gas supply contract, if the gas supply contract itself does not provide for a shorter term for submission of the final closure invoice.

8.15. The customer is responsible for executing the obligations regarding Natural Gas consumption until the contract termination. Following termination of the gas supply contract, the end-use customer shall pay to the supplier for natural gas consumed before termination of the gas supply contract and, where relevant, for other services provided on the basis of the final invoice submitted by the supplier pursuant to point 8.14. In any case the customer is not responsible for any obligation to the supplier, other than default payment, after the date of termination of the gas supply contract.

8.16. The will to exercise the give up right shall be manifested in the written form and shall be transmitted in the form defined by the contract. The modalities set at the disposal of the final customer for exercising the right to give up from the contract, shall be such to enable the verification of receiving the notification, from the supplier, to give up from the contract.

8.17. The final customer holding a supply contract and exercising the right to give up from the contract because of the supplier change, has the right to submit a termination notification to the previous supplier through the new one selected by him.

8.18. When the end use customer holding a supply contract and does not require the give up from the contract to change the operator, but requires to suspend the natural gas supply and the agreement connected to it, he shall submit the request directly to the Supplier with whom the contract is currently connected.

8.19. The period of notifications to be submitted under article 8 of these Rules shall be calculated from the first day of the first month after receiving the notification of withdrawal from the contracting parties.

8.20. Following the notification on the conclusion of the new gas supply contract, as required under point 6.15 of these Rules, previous gas supply contract shall be deemed as terminated on the date respectively indicated by the contractual parties.

8.21. In cases where the gas supply contract is terminated and a new contract is not concluded but the end-use customer continues consuming natural gas, the natural gas shall be supplied to the facilities or other object of such end-use customer by the supplier of last resort under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and the operational rules of the supplier of last resort adopted by ERE.

THIRD PART

RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 9

Rights of the Supplier

9.1. The supplier has the right:

- a) conclude gas supply contracts with end-use customers under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector”, these Rules and, where relevant, other applicable legal acts;
- b) conclude relevant contracts, where relevant, with system operators in charge under the terms and conditions stipulated in applicable network codes for the purposes of supplying end-use customers with natural gas;
- c) trade in natural gas on the wholesale and/or retail natural gas subject to prior authorisation requirements for such activities as required under the Law No 102/2015 “On the Natural Gas Sector”;

ç) issue invoices and charge end-use customers, within the deadlines determined by these Rules and the gas supply contract, for:

- supply of natural gas under the contract;
- transmission and/or distribution of natural gas, in cases referred to in point 4.6 of these Rules;
- provision of ancillary services, where applicable; and
- other fees where established by applicable legal acts.

d) ask for reimbursement of damages cause by culpable actions or omissions by the end-use customer;

dh) ask the system operator in charge for suspension of the physical delivery of natural gas to the facilities or other objects of the end-use customer on the grounds specified in these Rules and in accordance with the applicable network code.

9.2. The supplier shall possess other rights granted by the Law No 102/2015 “On the Natural Gas Sector”, of these Rules, other applicable legal acts, and the natural gas supply contract.

ARTICLE 10

Obligations of the Supplier

10.1. The Supplier is obliged to supply the customers with natural gas according to the agreement signed by the parties, in a secure, reliable and efficient way under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector”, these Rules and other applicable legal acts.

10.2. Any supplier provides the necessary information for the end use customers regarding their rights and the means available for resolving disputes. This information shall be published on the supplier’s website, except for the data related to individual end-use customers, and provided in a written form to each end-use customer upon its request. The information shall be provided under the terms and conditions established by ERE. This information provides to the end-use customers:

a) notification, in a transparent manner, for the applicable tariffs, duties and standard conditions of access and use of services;

b) providing some opportunities for payment of duties, without discrimination to end use customers;

c) prepayment delivery system, which should be fair and reflect the real value of consumption;

ç) receipt of information, on the possibility of changing freely the supplier under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and the Supplier Switching Rules adopted by ERE;

d) obtaining guidelines for implementing the transparent procedures, simple and economic, in connection with the handling of customer complaints, in particular, the level of quality of service;

dh) obtaining information on the consumption and cost of natural gas. This information is available within a reasonable time, which considers the end use customer metering system, and no additional cost to the end use customer;

e) receipt of final closure report, regarding gas consumption, not later than 6 weeks from the moment of switching the supplier.

10.3. The supplier must also:

a) establish customer care centres, which provide information about their complaints and inquiries;

b) establish special structures for reviewing complaints of end use customers, in accordance with the legal and by legal acts to the protection of customers;

c) to handle customer complaints, regarding services regulated under the agreement for the use of transmission and distribution network.

10.4. Any supplier can supply end use customers only if the system operator responsible, with which the end use customer has connected his installations, confirms to the supplier that the customer fulfills the requirements for a secure supply of natural gas.

10.5. Any supplier prepares and publishes its action program:

a) providing assistance to end use customers, in connection with the fulfilment of obligations arising from contracts and are intended to prevent the suspension of supply;

b) guarantee of natural gas supply to end use customers living in remote areas;

c) undertaking of measures to promote the production of natural gas from renewable energy sources.

10.6. Any supplier regularly informs its end use customers on the measures to improve efficiency in the final energy consumption.

10.7. Each supplier, pursuant to articles 17 and 18 of these Rules, issues an invoice on the basis of the quantity of gas consumed and the invoicing period, which should be clear and understandable. Any supplier regularly informs its end use customers, in connection with the supply of natural gas, including environmental issues. The information provided by the supplier to the final customers must be in accordance with the requirements set by the ERE.

10.8. The supplier shall provide to the customer sufficient information, where are clearly described the provided services, respective offers, circumstances of disconnecting the supply service, as well as other payments regarding the supply service. All customers shall have the right to benefit the same supply conditions from the Supplier selected from them.

10.9. The supplier shall carry out other obligations imposed by the Law No 102/2015 “On the Natural Gas Sector”, these Rules, other applicable legal acts, and the gas supply contract.

ARTICLE 11

End use Customers Rights

11.1. All customers have the right to freely choose and switch their supplier, with unregulated prices according to a supply agreement concluded in conformity with these Rules. The customer may switch its supplier under the terms and conditions stipulated on Law No 102/2015 “On the Natural Gas Sector” and the Supplier Switching Rules adopted by ERE.

11.2. The end use customer has the right:

- a) be supplied with natural gas in conformity with the conditions set in the Law No 102/2015 “On the Natural Gas Sector”, these Rules, other applicable legal acts, and the gas supply contract;
- b) submit a complaint at ERE, if not supplied according to the conditions set in applicable legal acts and/or in the contract;
- c) benefit from the supplier a non-discriminatory treatment;
- ç) receive all the necessary information from the supplier according article 10 of these Rules;
- d) receive full information for the prices, tariffs, standard terms and conditions, regarding the access and the use of natural gas services;
- dh) to use different payment mechanisms and be protected from the unfair invoicing methods;
- e) benefit from the transparent and simple procedures for the complaint handling, which when possible, provide a reimbursement and/or compensation system;
- ë) submit a complaint against each non-authorized action, failure or mistake of the supplier and to have its complaint treated under the terms and conditions stipulated in applicable legal acts;
- f) receive reimbursement for the damage caused due to unsettled liabilities of the supplier arising from applicable legal acts and/or the gas supply contract, including, but without limitation, non-founded suspension of the supply of natural gas;
- g) receive natural gas supply from the supply of last resort, depending on its eligibility and according to public service obligations under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and applicable operational rules adopted by ERE;
- gj) be informed for his consumption and respective natural gas costs, depending on the metering devices, with which the customer is supplied. This service is provided without additional costs for the customer.
- h) get information about the consumption and the final financial state, after any switch of the natural gas supplier, not later than twenty (20) days from its switch.

11.3. The end-use customer shall possess other rights granted by the Law No 102/2015 “On the Natural Gas Sector”, these Rules, other applicable legal acts, and the gas supply contract.

11.4. In any case the conditions defined in the agreement connected with the supplier do not limit the Customer's right to switch the supplier because of a long-term contract. The current supplier is obliged to supply the end use customer, until the completion of the procedure for switching the supplier.

11.5. Large non-household customers may agree on the supply of natural gas with more than one supplier for the same metering point so as to secure their natural gas requirements, but only in cases where one of the contracted suppliers is authorised to act as a balancing responsible supplier based on respective agreement between such a customer and its contracted suppliers.

ARTICLE 12

Obligations of the End Use Customer

12.1. The end use customer shall be obliged to:

- a) choose the supplier which is authorised to supply natural gas to customers in Albania;
- b) before it starts consuming natural gas, ensure that its facilities or other objects are connected to the natural gas transmission or distribution network under the terms and conditions stipulated in the applicable network code and conclude the contracts specified in point 4.5 of these rules;
- c) ensure proper use of its facilities or other objects consuming natural gas following the requirements stipulated in applicable legal acts and concluded contracts for natural gas supply;
- ç) apply regimes and/or other requirements for the consumption of natural gas, as stipulated in the gas supply contract, where applicable;
- d) ensure regular and timely declaration of the natural gas consumption data and payments for the natural gas consumed as required under applicable legal acts and the gas supply contract;
- dh) ensure the installation, use and maintain of its facilities or other objects consuming natural gas so as not to cause any threat to safe operation of the natural gas system, and of natural gas facilities and other objects of other persons, and so as not to cause any disturbances threatening the security of supply of natural gas;
- e) provide an unrestricted access to its facilities and metering devices for authorised persons of the system operator in charge and of the supplier;
- ë) prevent metering devices, which are within its premises, from any non-authorised access;
- f) reimburse the supplier for the damages caused due to unsettled liabilities of the end-use customer arising from applicable legal acts and/or the gas supply contract;

g) provide the system operator in charge and the supplier with any relevant information with regard to functioning of the facilities or other objects of the end-use customer as well as of the metering devices, including, but without limitations, any malfunctions thereto.

12.2. The end-use customer shall carry out the obligations imposed by the Law No 102/2015 “On the Natural Gas Sector”, these Rules, other applicable legal acts, and the gas supply contract.

PART FOUR

NATURAL GAS PRICE AND PAYMENTS

ARTICLE 13

Natural Gas Price

13.1. Based on the legislation in force which regulates the Natural Gas sector, its price for the customers is non-regulated and shall be defined in the gas supply contract concluded by the customer and the supplier chosen by him, except for in cases provided in point 10.3 of these Rules. The price, its components, the price structure is made known to the Customer on his natural gas consumption invoice.

13.2. Natural Gas price changes are made with a common agreement. The supplier in each case informs the customer in the written form, for the price change not later than thirty (30) calendar days before the application of the new price as stipulated in point 7.1 of these Rules.

13.3. Natural gas tariffs in cases of the natural gas supply of last resort and the supply of natural gas under public service obligations, as provided under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and the applicable operational rules adopted by ERE, shall be calculated, determined and applied in accordance with the applicable methodology adopted by ERE.

ARTICLE 14

Payment and the Deadline for Executing it

14.1. The customer shall pay the obligation defined in the periodic invoice of natural gas consumption and as the case may be the respective overdue interests, not later than the last calendar day of the deadline defined in the agreement between the parties. In any case, the deadline for payments shall not be shorter the 25th calendar day of the current month for household customers and ten (10) business days after the date of issuance of the invoice of all other customers.

14.2. The customer may choose the way to pay the natural gas invoice by one of the possibilities provided by the Supplier (direct payment at the Supplier’s Office, at the banks, post offices, or by direct payment from the bank accounts).

14.3. All payments under these conditions shall contain the information such as the number of the bank transfer, account number, and all the other data defined in the natural gas invoice, in particular the contract number, the invoice number and the customer’s name.

14.4. According to the Customer's Agreement the invoices may be sent to the:

- Customer on the address defined in the contract;
- On the address of a third person who is defined as a payer from the Customer with his consent.

14.5. In all cases, the Customer is responsible for full payment of the invoices send according to point 14.4 of this article. If the Customer changes his contact address without informing, he is responsible for the failure to pay the invoices.

14.6. The parties agree that if there are unidentified payments made by the Customer or other over-payments of the invoice/invoices, the Supplier has the right to balance the actual obligations or those retained by the Customer, and the respective amount, shall be considered as pre-payment of the Customer's next month obligations.

ARTICLE 15

Overdue Interest for the Late Payment

After the deadline for the payment defined in the contract between the parties, unless otherwise stated in the agreement, the Customer is obliged to pay an overdue interest which shall not be higher that the value of the invoice itself.

ARTICLE 16

Non payment Consequences

If the Customer fails to pay the invoice within the deadline defined on the contract, the Supplier has the right to suspend the natural gas supply for the Customer, after having notified by writing this last one mentioned 48 (forty eight) hours in advance on the address defined on the contract.

**PART FIVE
TECHNICAL SPECIFICATIONS OF THE NATURAL GAS SUPPLY PROCESS**

**ARTICLE 17
Meter Reading and Invoicing**

17.1 The supplier shall make periodical reading of the Customer's natural gas meter for a period of time, as agreed in the contract signed by the parties and shall send to the Customer on the address given in the contract, the standard natural gas invoice, within ten (10) days from the reading date and on each case not later than the procedure specified on point 17.3 of this article.

17.2 Any natural gas invoice shall minimally contain:

- Technical data on the connection point;
- Identifying data of the Customer;
- Reading date;
- The invoiced period;
- Meter reading and the respective consumption for the invoiced period;
- Price per unit according to the tariff structure and its components;
- Amount in ALL corresponding to the invoicing period;
- Amount of the corresponding taxes according to the legislation in force;
- Deadline to pay the invoice;
- Overdue interest applied for each day of delay;
- Possible penalisations for overdue payment;
- Detailed value of the Customer's debit;
- Necessary information for the Customer's Care (including company's website, phone numbers, e-mail for the complaints, for breakdowns as well as for ERE).

17.3. The supplier shall prepare and issue the invoice for natural gas consumption during the previous period, according to the respective topics:

- a) suppliers serving to household customers up to 5 calendar days of the current month;
- b) all the suppliers, as agreed on the supply contract, but not later than 20 calendar days of the current month.

17.4. The invoice shall have an allocated calculation for any metering point of the end use customer.

17.5. When the invoice covers the transmission and/or distribution services, ensured by the current system operator, as defined on point 4.6 of this Rules, all the calculations on the invoice shall be allocated for any service ensured by the current operator and the supplier.

17.6 The supplier shall ensure for free online access of the consumption invoice for any Customer, guaranteeing the confidentiality of the Customer and invoicing data.

17.7 Natural Gas added to the grid or invoiced for end-use customers is measured by the metering devices in conformity with the Grid and Metering Codes as well as the legislation in force for metrology. The customers have the right to install additional units with their own request and expenses.

ARTICLE 18

Invoking when the Metering Device is Out of Order

18.1. Natural gas consumption invoice for the days that the Customer's metering device is removed due to the periodic control on Customer's or Supplier's request, or in case of metering device malfunctioning, shall be made according to the historic reference values, (based on the average consumption of the last 3 (three) months). Implementation period for the referring values shall not last more than three (3) months.

18.2. If the Supplier does not respect the deadline defined in point 1 of this article, for installing the regular meter, then it is the Supplier's responsibility and the invoice for the days without meter after this deadline, shall be zero.

ARTICLE 19

Complaint on Invoicing and Natural Gas Supply Conditions

19.1. The End-use Customer has the right to submit a complaint to the Supplier for any action or inaction of the Supplier related to the rights and obligations defined in this Contract, in a written form, orally, by phone or by e-mail.

19.2. The supplier shall handle any complaint in conformity with the complaint handling Regulation, approved by ERE. This Regulation shall be public in natural gas payment offices, or in Customer's Care Offices and on the Supplier's or ERE website.

19.3. If the Supplier does not reply to the Customer's complaint within the deadline defined in the above mentioned Regulation, or if the Customer does not agree with the Supplier's response, then he has the right to submit the complaint at ERE, according to the procedures defined in ERE respective Regulation.

19.4. The Customer may object at any time the invoice issued by the Supplier, if he doubts in the invoicing accuracy or other errors observed in the invoice or inaccuracy in the metering system. On any case the end use customer may require the correction of the invoice published by the supplier

not later than 1 year from the date of publishing the respective invoice.

19.5. If after the Supplier's verifications results that the customer is overinvoiced, then the Supplier:

- i. cancels the invoice and issues the corrected one,
- ii. if the payment is executed, makes the respective compensation in the next Customer's invoice.

19.6 In case of failure to compensate within the deadline defined above, the Supplier shall compensate the Customer, according to the definitions of the contract signed by the parties, for each day of delay, on the difference value to be corrected, which is reduced on the next invoice.

ARTICLE 20

Installation and Ownership

20.1 The operators of the transmission system, distribution system, storage facilities and LNG terminals, as well as direct lines are responsible for metering activity and for the service of meters' reading in compliance with the rates shown in the meters in their respective installations of natural gas. The metering system installed at the customers, is the property of the respective operator.

20.2 Under ERE's approval the transmission and distribution system operators, storage facilities and LNG terminals, may contract independent operators for completing the metering activity and / or provision of services related to meters' reading within their respective networks.

20.3. The amount of natural gas being transported, stored, supplied or distributed to the end use customers through installations and facilities of transmission and distribution system operators, storage facilities and LNG terminals, as well as direct lines, is metered by metering devices, in compliance with specific metering rules set out in the Network Code regulations for gas storage system, regulations for the use of LNG terminal, as defined in articles 44, 55, 67 and 74 of Law no. 102/2015 "On Natural Gas Sector" and the legislation in force, regarding the metrology field.

20.4. The transmission and distribution system operators, storage facilities and LNG terminals, are obliged to enable the customer at any time the read of natural gas metering equipments. This service shall be provided free of charge.

20.5. Installation, maintenance and accuracy verification are made by the transmission and distribution system operators, storage facilities, LNG terminals as well as direct lines at their own expenses.

20.6. The meter and/or the natural gas metering system, after installation, shall be sealed by the system operator with stamp approved by the General Directorate of Metrology. The meters of

natural gas should be in compliance with the legislation on measuring instruments.

20.7. The level of accuracy concerning the meters of natural gas, is defined in the Metering Code, approved by the ERE

20.8. In case when along the metering activity, intelligent metering systems are implemented to end use customers, their implementation is subject of a preliminary assessment performed by the system operators, that shall take into account, the costs, benefits, technical safety, life protection and health of citizens. Such evaluation shall be approved by ERE.

ARTICLE 21

Control of the Metering System

21.1. ERE may request from the transmission and distribution system operators, storage facilities and LNG terminals, to run periodically metering check-ups for each installation of natural gas, and each costumers' category.

21.2. Meter verification may be realized on the request of the system operator. The verification may be realized on site, where the meter is installed, at the General Directory of Metrology (DPM) laboratory or the authorized legal person.

21.3 The frequency of the meter verification installed at the customer is defined in the Metering Code. In any case shall be present the representative of the system operator.

21.4 When determining the frequency of metering verification, ERE shall take into account the opinion of General Directorate of Metrology.

21.5. Verification of natural gas meters is conducted by the General Directorate of Metrology (GDM) or by a legal person authorized for this purpose, according to the legislation in force.

21.6. The meters are verified before putting them into use, applying the method of sampling based on the random selection and running it on frequent basis. The meters' verification can be performed at the request of the transmission and distribution system operator, storage facilities and LNG terminals. This can be accomplished on the ground, where the meter is installed or near the GDM laboratory or the authorized legal person.

21.7. During the verification process of the natural gas meters, by the GDM or the authorized legal person, a representative of the system operator concerned should be present. GDM shall approve the procedures on the verification on natural gas metering.

21.8. When, after verification, inaccuracies in measuring and no evidence of intentional damage, made by the final customer, the cost of verification, repair or replacement of the meters shall be covered by the system operator concerned. In this case shall be calculation

APPROVED WITH DECISION NO. 161, DATED 09.07.2018

an estimation of the amount of the natural gas that has been billed more or less as a result of inaccuracies in measuring, setting the mode of reimbursement under the rules and procedures foreseen in the Metering Code.

21.9. In cases when the meeting equipment verification is made at the request of the customer and during the verification there are no inaccuracies, the verification costs shall be paid by the customer that filed the complaint.

21.10 If there is evidence that the meter is damaged or interfered in it by the end-use customer, the provisions of the respective legislation shall be applied. Any interference in the metering system and natural gas meters by unauthorized persons is prohibited and punished according to the legal acts in force.

21.11. The meter may be modified, removed or moved over from the Supplier or the network Operator in case of approving new security standards or when for environmental changes or when the Meter is in a place considered dangerous or inadequate.

21.12. In each case the substitute of the meter is accompanied with a minute for the reason of removing/moving over the meter and any observed irregularity.

21.13. The natural gas Distribution or Transmission Operator may perform controls on the installations and equipments of the distribution and transmission network, if they are within the Customer location – with the exception of joint ownership properties or intended for common usage.

21.14 In each case, natural gas Distribution or Transmission Operator shall inform the Customer, except of urgent cases to prove the safety and avoid abuses. Depending of what is concluded from the meter control, the Supplier shall make the accuracies and the recalculations for all natural gas consumption registered incorrectly.

ARTICLE 22

Natural Gas Supply and Characteristics

22.1. The supplier shall ensure uninterrupted and qualitative natural gas supply. Supplier may interrupt natural gas supply to the entities and other end use customers in the following cases:

- a. Due to force majeure - interruptions caused by extraordinary natural events and other definitions according to the law;
- b. Interruptions because of Transmission or Distribution System Operators orders;
- c. To guarantee life, health and property safety of the persons;
- d. Planned interruptions to carry out maintenance works, programmed overhauls of Natural Gas Distribution or Transmission System devices, by informing in advance according to the deadlines defined in the Quality of Service Regulation;

APPROVED WITH DECISION NO. 161, DATED 09.07.2018

- e. Unplanned (short or long) interruptions – due to the defects and damages of Natural Gas Distribution and Transmission System pipelines and devices.
- f. Unpermitted actions of the end use customer in violating the mandatory requirements defined on the effective legal acts and/or on the Natural Gas Supply Contract.
- g. Based on the application of the end use customer according to point 8.10
- h. General lack of natural gas in the system after declaring the emergency situation from the Albanian competent authority, in conformity with the effective legal acts.

22.2. The supplier is not responsible for the interruptions provided in letters “a”, “b”, “c”, “f”, “g”, “h” of point 22.1 of this article. For the interruptions provided in letters “d” and “e” point 22.1, the Supplier is obliged to respect the norms and procedures defined in the Regulation “On Minimal Conditions for Quality of Service in Natural Gas Distribution and Sale”, approved by ERE.

22.3. In case of failure to comply with the norms and procedures defined in the Regulation “On Minimal Conditions for the Quality of Supply in Natural Gas Distribution and Sale”, the Supplier is obliged for the Customer’s compensation, on the request of this last one mentioned, in conformity with the procedure and the compensation amount defined in the above mentioned Regulation.

22.4. In any case, the compensation benefit by the Customer, when the conditions of the above mentioned article 22.3 are met, does not exclude the right of the customer to legally require the caused effective damage.

22.5. The Supplier shall met the quality parameters according to the Natural Gas Distribution Code, with the permitted deviations defined according to the Regulation on the Minimal Conditions of Distribution Service Quality.

22.6. Definition of the effective damage caused by the Customer in cases of point 22.3 of this article, is made by an agreement between the parties or in a legal way.

22.7. The end-customer shall be entitled to file a complaint on the interruption of the supply of natural gas under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and the “Regulation on handling the complaints submitted by the customers and settling the disputes between the licensees, on Power and Natural Gas Sectors”.

22.8. Suspension of the supply and physical delivery of natural gas to the end-use customer, where relevant, reconnection of the customer’s facilities or other objects to the natural gas network shall be executed under the terms and conditions stipulated in the applicable network code.

PART SIX
GENERAL PROVISIONS

ARTICLE 23
Settling the Disputes

23.1 The parties shall settle with understanding their disputes, on the contrary they shall address to ERE in conformity with Law no.102/2015 “On Natural Gas Sector” and the “Regulation for handling the complaints submitted by the customers and settling the disputes between the licensee on power and natural gas sectors” and to the civil court for settling the dispute.

23.2. Complaints of end-use customers shall be handled by the Supplier, under the terms and conditions stipulated in the “Regulation for handling the complaints submitted by the customers and settling the disputes between the licensee on power and natural gas sectors” approved by ERE.

ARTICLE 24
Amendment of the Regulation

These rules are object of review, with ERE Board decision according to ERE Organization, Operation and Procedures Regulation.

ARTICLE 25
Confidentiality

25.1. The supplier shall ensure the protection of the confidential or otherwise commercially sensitive information received from the customers or other parties in carrying out its duties under the terms and conditions stipulated in this Rule. The confidentiality obligation shall be ensured following the requirements established on Law No 102/2015 “On the Natural Gas Sector” and other applicable legal acts.

25.2. The end-use customer shall keep any data regarding the gas supply contract, calculations and invoices provided by the supplier, and metering data as confidential information in compliance with applicable legal acts and the gas supply contract. Such information may be disclosed only where so expressly required by law and/or the gas supply contract.

ARTICLE 26
Implementation and Liability

26.1. These Rules shall be applied to all suppliers operating and end-use customers residing or registered, or performing their commercial activities within the territory of Albania.

26.2. Suppliers of last resort and suppliers under public service obligations shall apply these rules in compliance with specific terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and the operational rules adopted by ERE.

26.3. Following the entry into force of these Rules, but in any case, not later than within two (2) months, system operators and suppliers shall review their approved procedural acts or other internal documents and shall harmonise them with the requirements of these Rules.

26.4. Requirement for harmonisation pursuant to point 26.3 shall also encompass mandatory compliance of the form and contents of the gas supply contract to be applied by the supplier in accordance with these Rules, and its business policies with regard to the supply of natural gas and behaviour in relations with customers and other market participants.

26.5. Proper application and implementation of these Rules shall be ensured, monitored and supervised by ERE within the scope of its competence.

26.6. Breach of this Rules requirements or any other related infringement may cause the liability of the guilty party under the terms and conditions stipulated in the Law No 102/2015 “On the Natural Gas Sector” and/or other applicable legal acts.

ARTICLE 27
Entry into Force

These Rules enter into force after their publication in the Official Gazette.