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I N D I V I D U A L C O N T R A C T

FOR SALES AND PURCHASE OF ELECTRICITY

by IRFB nr._____

Concluded by and between

Elektrodistribucija dooel, Skopje, with registered office at the address Ul. Lazar Lichenoski no. 11, 1000 Skopje, Republic of Macedonia, in the function of a Buyer (hereinafter: "***the Buyer"***) represented by _____ (Name of authorized person) _____

and

_____, with registered office at _____ in the function of a Seller (hereinafter: "***the Seller"***) represented by _____ (Name of authorized person) _____ .

In accordance with Frame contract (hereinafter: **FC**) with arh.nr. _____ dated from _____ and with this Individual contract for sales and purchase of electricity (hereinafter: **IC**), the Buyer shall purchase electricity from the Seller, and the Seller shall sell electricity to the Buyer under the following terms:

1. Period of delivery:

a) product: _____,

for month: _____,

2. Agreed capacity:

a) product: _____,

for month: _____,

3. Agreed quantity:

a) product: _____,

for month: _____,

4. Agreed price:

a) product: _____,

for month: _____,

5. Value of the procurement:

a) product: _____,

for month: _____,

b) Total agreed value of the procurement is: _____ **EUR**

6. Delivery point: To the transmission grid of the Republic of Macedonia. Any costs related to the cross-border transmission capacity shall be borne exclusively by the Seller.

7. Agreed flexibility: flexibility in electricity delivery will be in the range of +/- 20% from the requested capacity (MW) and requested electricity quantities (MWh) according to point 2 and 3 from this IC. This flexibility will be used by Buyer demand with notification of 2 (two) working days before the delivery period with submitting load diagram to Seller, as well as the Seller shall return back confirmation of load diagram.

8. Manner of invoicing: The invoicing of the delivered quantity of electricity by the Seller shall be made by issuing an invoice in two copies no later than the fifth day of the month for the quantities delivered in the preceding month.

9. Payment terms: The Buyer shall pay to Seller for the delivered quantity of electricity within a period of _____ days upon receipt of the original invoice by the Archive at the registered office of the Buyer. The Buyer shall pay for the received electricity in denars, according to the official average exchange rate of the Euro of the National Bank of the Republic of Macedonia at the invoicing date.

10. Bid Guarantee / deposit: The bid guarantee or deposit shall be returned to the Seller within a period of _____ business days upon receipt of the good performance bank guarantee. If the Seller fails to enter in IC _____ business days following the invitation, at the latest, the bid guarantee or deposit shall not be returned to it.

11. Good performance bank guarantee/deposit for IC: At latest _____ working days after enter in IC the Seller will submit to Buyer original good performance bank guarantee on Macedonian language or on business English language from repute bank, express in EUR, with amount of _____ % from the agreed value in point 5b) from this IC.

Duration and validity of the good performance bank guarantee will be till _____.Bank guarantee will be return back to Seller the next day after validity period of the bank.

At latest _____ working days upon conclusion of the Individual contract with the selected bidder, the Bidder instead of good performance bank guarantee must submit proof of paid deposit on the Buyer account, in MKD currency according exchange rate of National Bank of RM on the date of payment the deposit in the amount of ____ **%** of the contracted value, and to refers to each follow month, with validity till _____

Good performance bank guarantee/deposit for IC will be activated by the Buyer in case of the Seller fails in fulfill of the conditions of this IC and concluded FC.

All costs which have risen in relation to delivery of the good performance bank guarantee or deposit shall be covered by the bidders themselves.

12. Validity period: This contract enters in force from the date of signing and will be active from _____ and valid until fulfill all conditions and obligation from this IC.

13. Applicable law: The present contract shall be construed and governed by the laws of the Republic of Macedonia, notwithstanding the rules on the conflict of laws.

14. Settlement of disputes: In case of a dispute, the competent court shall be the Court of Original Jurisdiction Skopje 2 in Skopje or other competent authority with offices in Skopje.

Seller:

Buyer:

Elektrodistribucija dooel Skopje