

For Acknowledgment Only



การไฟฟ้ากรุงเทพ
Metropolitan Electricity Authority

Electricity Purchase and Sale Agreement

Watt-Hour Meter No.....

Agreement Account No.....

Made at.....

Date..... Month..... Year.....

This agreement is executed by and between the Metropolitan Electricity Authority (by....., an authorized person), whose office is located at No., Soi....., Road....., Sub-district....., District:....., Province....., hereinafter referred as the “Seller” of the one part and..... (by....., an authorized person), age..... years old, Personal Identification No/ Corporate registration No....., House No..... Moo..... Soi..... Road:..... Sub-district....., District....., Province....., hereinafter referred as “Purchaser”. Both parties agree on following statements.

1. Electricity Purchase and Sale Agreement

1.1 The Purchaser agrees to purchase and the Seller agrees to sell the electricity by distribution through a watt-hour meter or electrical connection capacity of..... as an electrical tariff of..... at House No..... Soi..... Road..... Sub-district....., District....., Province..... Postcode..... Telephone..... Mobile Phone..... Fax.....

This agreement is effective from the date on which both parties have entered into the agreement onwards.

1.2 The Purchaser must provide true and complete information for this agreement execution to the Seller and the Seller is not allowed to request for Purchaser’s personal information which exceed the necessary, unless the Seller has notified the purpose of requesting such information to the Purchaser and the Purchaser has given the express consent.

1.3 The Seller is responsible for keeping the Purchaser's confidential and will not use it for any other purposes than for the benefit of the law.

(Signed)..... Seller

(Signed)..... Purchaser

1.4 The Seller is responsible for providing electrical services not lower than engineering standards in electricity business and service quality standards in the electricity business.

In the event of a failure in electricity providing causing the Purchaser not being able to use the electricity normally, the Seller is obliged to correct the problem and make the service available within the timeframe set by service quality standard in the electricity business.

In case of a failure due to force majeure, the Seller will notify the Purchaser about such event including impact and time to solve the problem without delay.

“Force Majeure” means any incident incurred or resulted in diverse effect which is unprotectable, even if the person who is experiencing or is going to experience such incident has managed to be careful as reasonably expected from the person in such status and condition.

2. Types and Scope of Trading

2.1 The Seller determines the characteristic, frequency, voltage system, and electricity consumption in order to stabilize the distribution system.

2.2 The Seller determines the capacity, feature, number, and position to install the Seller’s watt-hour meter according to the Seller’s standard for convenience in record used unit, inspection, modification, reparation and maintenance.

2.3 If the Purchaser’s consumption exceeds the consumption specified by the Seller in clause 2.1 or 2.2, the Purchaser is obliged to request to increase the capacity of watt-hour meter. In case the Seller has already informed the Purchaser to request for the increase in the capacity of watt-hour meter but the Purchaser fails to do so and fails to pay the service charge within specified date, the Seller is authorized to act for the security of the Purchaser and the Purchaser is responsible for all costs and damages that may be incurred.

2.4 If the Purchaser wishes to use his own generator or install a backup generator in parallel connection with the Seller's electricity distribution system, the Purchaser must notify the Seller and there must be prior approval, letter and/or agreement issued by the Seller each time. This is to prevent dangerous and damage to the Seller’s electricity distribution system and any interference occurred to other purchasers' electricity consumption. If the Purchaser fails to notify and / or obtain permission in writing from the Seller before proceeding and there is any damages occurred to the Seller or other purchasers or other persons, the Purchaser must agree to be responsible and pay for the cost of such damages.

2.5 Where the Seller considers it is necessary or desirable to stop or reduce the transmission of electricity to perform the planned work temporarily, the Seller will inform the Purchaser of the power outage by the media or the amplifier, notification posting at least 3 (three) working days prior to the power outage or at the time specified in the service quality standard that the Seller promulgated at the time, except in the case of emergency.

2.6 The Purchaser shall comply with all applicable regulations, orders, rules, practices, and notices relating to electricity use and its changes, modifications or revisions that being displayed at the Seller's place of business.

2.7 In case the Purchaser temporarily abstains or terminates the use of electricity, the Seller may not proceed as requested if it turns out that the one who occupies the premise confirms in the letter, in the form specified by the Seller, indicating that he wants to continue using electricity.

2.8 The Seller reserves the right to disconnect the system when it is discovered that the Purchaser's electricity use is interfering with the use of other purchasers, such as causing the voltage drop, voltage fluctuation, power outage, temporary outage (voltage flicker) or the generation of electrical interference, etc. If there is any damages in any cases, the Purchaser shall be responsible for such damages.

(Signed).....Seller

(Signed).....Purchaser

2.9 The Purchaser acknowledges that by condition, electricity is potentially dangerous and requires caution. The Purchaser must have electrical wiring and electrical equipment installed. The Purchaser’s electrical equipment must be in accordance with the rules or regulations and the standards prescribed or approved by the Seller for the safety of electricity use.

3. Electricity Tariff

3.1 Electricity tariff and service charge under this agreement are in line with the rates approved by the Energy Regulatory Commission and applied by the Sellers at that moment.

3.2 The Seller shall precede changing of tariff and service charge rate with the approval of the Energy Regulatory Commission, whereby the Seller will inform the Purchaser in advance.

3.3 The Seller is responsible for collecting the Purchaser’s historical electricity tariff records for a period of not less than 2 (two) years, and the Purchaser has the right to inspect the electricity tariff calculation and obtain his own record in the format specified by the Seller. Such information is considered as Purchaser’s personal information.

4. Monthly Electricity Tariff

4.1 The Seller shall charge electricity tariff for a period of not less than a month per a watt-hour meter, by calculating the electricity consumption reading from watt-hour meter, unless the parties agree otherwise.

4.2 In the event that watt-hour meter shows deviation or cannot be read, the Purchaser must pay the electricity charge based on the average of the last three (3) consecutive months which are considered as normal or the electricity tariff calculated on the basis of electrical engineering using verified data at that time. If it appears later that the result of watt-hour meter verification shows the deviation from the amount that has been charged, the Seller may request the Purchaser to pay the different or the Seller may return the money to the Purchaser as any case may be.

4.3 If the Seller is unable to access the watt-hour meter to read the electricity use due to disaster or force majeure, such as floods, riots, etc., when the situation turns to normal conditions, the Seller shall average the unit used and calculate the electricity tariffs according to the number of months that the Seller is unable to access the watt-hour meter to read the electricity use.

5. Invoicing and Payment

5.1 The Seller shall send the invoice to the Purchaser based on the electricity use cycle to the address of premise. In case of sending the invoice to another place, it shall be in accordance with the rules and procedures as specified by the Seller with the approval of the Energy Regulatory Commission. The Seller shall indicate the due date for payment of not less than 10 (ten) days from the invoice date.

5.2 If the Purchaser fails to settle the invoice within the time specified in clause 5.1, the Seller shall notify in writing at the premise specified in Clause 5.1 or other method agreed with the Purchaser. The Purchaser must settle the invoice within the notice period, which is not less than 5 (five) days from the due date.

5.3 In case the Purchaser does not settle the invoice in accordance with Clause 5.2, the Seller shall have the right to disconnect the electricity distribution system unless the Purchaser requests the waiver of such disconnection in writing indicating the reason and necessity and pledged to pay the electricity tariff within the next working day.

If the Purchaser does not settle the invoice under the first paragraph and promises to pay the electricity tariff again in the next working day, the Purchaser can request a waiver one more time and in this case, the Seller can charge for the costs incurred by the operation.

(Signed).....Seller

(Signed).....Purchaser

In case the Seller has disconnected the system but the Purchaser settles the invoice on the disconnection day, the Seller will reconnect the system without charging any fee or reconnection cost, unless payment is made after the Seller's usual payment period.

5.4 The Seller will only charge reconnection fee if the Seller has disconnected the system until the Purchaser cannot use the electricity service.

5.5 In case the Purchaser has settled the overdue payment, the Seller will reconnect the system within 24 (twenty four) hours or within the period specified in the service quality standard from the time the Purchaser settled the payment, except for cases where the disconnection period is more than 6 (six) months.

5.6 The Purchaser has the right to contact the Seller to negotiate a waiver to settle the invoice. This shall be in accordance with the rules set by the Seller.

5.7 The Purchaser must pay the fine to the Seller at the rate specified by the Seller, not exceeding the Minimum Overdraft Rate (MOR) announced by Krung Thai Bank Public Company Limited plus 2 (two), of the outstanding amount appearing on the electricity invoice commencing from the due date until the full payment is done, except for the outstanding balance of less than 10,000 (ten thousand) baht where the seller shall not charge a fine.

6. Watt-hour Meter, Electricity Distribution System Equipment and User's Equipment

6.1 The Seller is responsible for checking the watt-hour meter used by the Purchaser to display the accurate reading in accordance with the watt-hour meter testing procedure every three years as specified by the Seller with the approval of Energy Regulatory Commission.

6.2 The Purchaser will be responsible for and look after watt-hour meter and equipment, whether installed in public premise or in the premise under the Purchaser's possession.

The Purchaser will not sell or connect the electricity to the other persons. If there is any violation and danger or damage occurs, the Purchaser shall be responsible for all cost of damage as well as agree to let the Seller disconnect the system.

6.3 The Purchaser shall maintain the user's electrical equipment and electrical appliances in a safe condition, as well as monitor the watt-hour meter that distributes electricity to the Purchaser to be in normal conditions and must comply with the electricity use handbook received by the Purchaser on the execution date of this agreement effectively and safely.

6.4 If the Purchaser suspects that watt-hour meter is inaccurate, the Purchaser may notify the Seller. If testing results show that the deviation of the reading is more than ± 2.5 (Two point five), the Seller will not charge for the testing fee. However, if it turns out that the watt-hour meter is not more than ± 2.5 (two points five) deviated; it shall be considered that the watt-hour meter is in accordance with the standard. The purchaser agrees to pay the testing fee at the rate approved by the Energy Regulatory Commission and applied by the Seller at that time.

In the case where the Purchaser suspects that the watt-hour meter is broken and informs the Seller to check, if the damage is due to normal use, the Seller will replace it with new watt-hour meter free of charge. Anyhow, if the damage is caused by the use of electricity over the specified power consumption or caused by the Purchaser, the Seller will replace it with the new one with cost of damage or fee charged to the Purchaser.

6.5 Electricity distribution system equipment including watt-hour meter are the property of the Seller. The user's electrical equipment installed after watt-hour meter is owned by the Purchaser. The Purchaser promises not to commit or have the others to improperly act on electricity distribution system equipment or

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(Signed).....Purchaser

Watt-hour meter. If there is evidence that the Purchaser is intentionally commit or have the others to commit such action, the Purchaser allows the Seller to disconnect the system and will pay for the cost of damage, additional electricity tariff back dated, as well as the fine at the rate specified by the Seller.

6.6 The Purchaser must have circuit breakers and over-current protections device installed between the Seller’s watt-hour meter and the Purchaser’s internal circuit. The circuit breakers and over-current protection devices must be the ones that are suitable for the capacity of watt-hour meter and must have the interruption capacity when there is a short circuit in the user’s electrical equipment. If the Purchaser fails to do so and it cause damages to the Seller’s electricity distribution system, the Purchaser agrees to pay the cost of damages to the Seller accordingly.

6.7 The Purchaser must not create anything to block the electricity distribution system or otherwise disrupt the device or make it difficult to check and maintenance the electricity distribution system. If violated, the Seller has the right to dismantle and charge the Purchaser. The Purchaser also allows the Seller to disconnect the system and the Seller shall not be responsible for any damages, unless otherwise agreed.

7. Illegal acts on the use of electricity or violation of electricity use

“ Illegal acts on the use of electricity or violation of electricity use ” means any act unlawfully against the electricity distribution system equipment, watt-hour meter, watt-hour meter’s components, mark, or brand of the Seller or direct electrical connection, bypass or other electrical abuse which result in the damage to the Seller.

7.1 The Purchaser will not take any action or allow any other person to take any action or benefit from such act that violates the use of electricity or improperly acts on the use of electricity. If violated, the Purchaser agrees to pay the fine and the adjusted electricity tariffs back dated as well as pay any cost of damage arising from such illegal acts on the use of electricity or abolition of electricity use. The Purchaser also allows the Seller to disconnect the system accordingly.

7.2 If the Purchaser requests to pay any cost of damages according to the back dated adjustment, the Seller will charge the interest according to the Seller’s rules.

8. Under charge or over charge of electricity tariff

8.1 Under charge of electricity tariff

In cases where the Seller charges the electricity tariff less than the actual value due to the deviation of watt-hour meter, or due to other causes, which is not the fault of the Purchaser, causing the addition charge according to the tariff adjustment, the Seller has the right to charge the difference in this case and will inform the Purchaser promptly. The Seller will charge the difference caused by under charge of electricity tariff back dated during the period of the deviation of not more than 3 (three) years back dated. The Purchaser is entitled to the electricity tariff installment according to the Seller’s rules approved by the Energy Regulatory Commission and the Seller will not charge for an interest on installments.

The provisions under the first paragraph shall apply to Type 1: residential users and Type 2: small businesses.

8.2 Over charge of electricity tariff

In case of over charge of electricity tariff, the Seller shall inform the Purchaser within 15 (Fifteen) days from the date when the error is found. If the Purchaser has paid the exceeding amount already, the Seller will give the refund to the Purchaser in form of money within 30 (thirty) days from the date when the Purchaser is notified.

(Signed).....Seller

(Signed).....Purchaser

9. Security Deposit

9.1 The Purchaser has provided.....as an electrical security deposit under this agreement amounting.....Baht (.....) as a guarantee for the use of electricity such as electricity tariff, fine, interest, other debts related to the use of electricity and/or debts arising from the incompliance with Electricity Purchase and Sale Agreement.

9.2 The electrical security deposit provided by the Purchaser is the first charge for start using electricity at the rate specified by the Seller. If it appears that the electrical security deposit is reduced for any reason or the amount of security deposit does not meet the specified rate, the Purchaser must provide new security deposit or additional security deposit in full amount to the Seller within 15 (fifteen) days from the date of receipt of a written notice from the Seller. If not followed, the Purchaser allows the Seller to disconnect the system accordingly.

9.3 In case the Purchaser has provided the electrical guarantee in cash, the Seller will return benefits and interests of such electrical security deposit to the Purchaser according to the conditions specified by the Seller, with the approval of the Energy Regulatory Commission.

When the agreement is terminated and the Purchaser has no outstanding debt, the Seller will refund the electrical security deposit as well as the benefits and interests arising from such electrical security deposit (if any) to the Purchaser within 30 (thirty) days from the agreement termination date.

9.4 The Seller has the right to take the electrical security deposit as well as the benefits and interests arising from such electrical security deposit to repay the debt in the following cases.

9.4.1 The Purchaser does not pay the invoice and/or other debts related to use of electricity and/or liabilities arising from non-compliance with the Electricity Purchase and Sale Agreement and the system is disconnected.

9.4.2 The last invoice when the agreement is terminated.

10. Disconnection Exception

The Seller cannot disconnect the system in the following cases.

10.1 Saturday and Sunday

10.2 The Purchaser or those who are under the guardian of the Purchaser or the patient who is in the premise needs to use electricity for running medical equipment for medical treatment, otherwise there will be a harm to the life, body or health and has been registered on the list of the Seller in accordance with the rules set with the approval of the Energy Regulatory Commission.

11. Complaint and Complaint Settlement

The Seller will prepare rules and procedures for dealing with complaints arising from compliance with this agreement, which contain procedural requirements, processing time, including relief of suffering or immediate effect on the Purchaser, which shall be in accordance with the procedure and time limits prescribed by the law governing the operation of energy businesses.

The Seller will announce the rules and procedure to the Purchaser through the media that the Purchaser quickly accesses, as well as displaying it at the Seller's place of business so that the Purchaser can check accordingly.

12. Agreement Amendment

In cases where the Seller is required to amend the terms of this agreement differently, if it is for the benefit of the parties and does not result in a loss to the Purchaser, it may be carried out with the approval of the Energy Regulatory Commission.

(Signed).....Seller

(Signed).....Purchaser

The Seller will notify the Purchaser of such modifications through the media that the Purchaser quickly accesses, as well as displaying it at the Seller's place of business so that the Purchaser can check accordingly. The amendment is considered part of this agreement.

13. Agreement Termination

13.1 With regard to agreement termination, the party that wishes to terminate the agreement shall make a notice to the other party in advance of not less than 15 (fifteen) days before the date of termination of the agreement.

13.2 The Seller disconnected the system because the Purchaser did not comply with this agreement and did not request for a reconnection after the cause of disconnection was remedied as well as did not settle the related payment within 1 (one) year from the date of disconnection.

This agreement is made in two duplicate copies with identical statements. The parties to this agreement have read this agreement thoroughly and understood it well, so they have signed and stamped (if any) in the presence of witnesses. The manuscript is given to the Seller, while the counterpart is given to the Purchaser as evidence.

Metropolitan Electricity Authority

(Signed)..... Seller
(Metropolitan Electricity Authority by..... an authorized person)
(According to Metropolitan Electrify Authority's Order.....dated.....)

(Signed).....Purchaser/Authorized Person
(.....)
(According to Letter of Power Attorney dated.....)

(Signed).....Witness
(.....)

(Signed).....Witness
(.....)