



## **Electricity Supply Agreement**

(Customer Direct Connected with Transmission System)

(ESA/No. .... /2025) Fill Here

**Dated:** [.....] Fill Here

**Nama Electricity Supply Company (S.A.O.C)**  
(The Supplier)

**(The Customer)**

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## Supply Agreement

Dated [.....] Fill Here

### Between

- (1) **Nama Electricity Supply Company S.A.O.C.** a closed joint stock company established under the laws of the Sultanate of Oman by Royal Decree 78/2004 with Commercial Registration number 1712357 whose registered address is at P.O. Box 1239, Postal Code 131, Al Seeb Sultanate of Oman (the **Supplier**); and
- (2) Customer Name (the **Customer**) Fill Here

## 1 General Conditions

The Supplier shall on and from the Starting Date, provide a Supply of electricity to the Customer at the Connection Point as specified in the Connection Agreement entered into between the System Operator and the Customer.

1.1. Subject to the provisions of Clause 11, the Customer shall:

1.1.1 Maintain a valid Connection Agreement at all times with the System Operator.

1.1.2 Strictly comply with the terms of the Connection Agreement to the reasonable satisfaction of the System Operator in accordance with that agreement.

1.1.3 Strictly use all electricity Supplied hereunder for its own use; and

1.1.4 Not Supply any electricity to any other Person or Premise.

1.2. If any Competent Authority considers that any condition of the Supply Agreement is not valid or cannot be enforced, the other conditions of the Supply Agreement shall still apply.

## 2 Definitions

- **“Application Form”** means the form to be completed by the Customer, and returned to the Supplier, for the purposes of securing Supply.
- **"Affected Party"** has the meaning given to it in clause 20.1.

- **“Authority”** means the Authority for Public Services Regulation (APSR)
- **“Competent Authority”** means the government or any subdivision thereof and any ministry or governmental, quasi-governmental, electricity industry or other regulatory department, body, instrumentality, agency, or authority of Oman or of any subdivision thereof having jurisdiction over (a) this Supply Agreement, (b) a party to this Supply Agreement, or (c) any asset or transaction contemplated by this Supply Agreement.
- **“Complaints Procedures”** means the complaints procedures implemented by licensed Suppliers according to condition (24) of the Supply License (**Condition 24: Customer complaint handling procedures**).
- **“Connection Agreement”** means the electricity connection agreement dated Fill Here [ .....], between the Customer (as a System User) and System Operator to facilitate the connection of the Customer Premises to the System.
- **“Connection Point”** means the connection point identified in the Connection Agreement to which electricity from the System Operator’s system is supplied.
- **“Cost Reflective Tariff”** means the tariff a customer is obliged to pay in consideration for the supply of electricity to any premises which tariff shall be determined in the manner stipulated in Article (9) of the Sector Law as may be amended from time to time or any other law or regulation substituting it.
- **“Customer”** means the other party who is signing this Agreement.
- **“Customer Insolvency”** means the occurrence of any of the following:
  - (a) the passing of a resolution for the bankruptcy, insolvency, winding up, liquidation of, or similar proceeding against or relating to the Customer.
  - (b) the appointment of a trustee, liquidator, custodian or similar person in connection with any matter or proceeding referred to at (a) above, where the appointment is not set aside or stayed within sixty (60) days of such appointment; and / or
  - (c) a court which has jurisdiction making an order to wind up or otherwise confirm the bankruptcy or insolvency of the Customer, where the order is not set aside or stayed within sixty (60) days.

- “**Day**” means a 24-hour period beginning and ending at 00:00 midnight Oman time.
- “**Force Majeure**” means any act, event or occurrence or any combination of acts, events or occurrences within the Sultanate of Oman which:
  - a) is beyond the reasonable control of the Affected Party;
  - b) was not foreseeable or, if foreseeable could not have been (including by reasonable anticipation) avoided or overcome by the Affected Party
  - c) could not have been (including by reasonable anticipation) or cannot reasonably be avoided or overcome by the Affected Party; and
  - d) prevents, hinders or delays the Affected Party in its performance of any (or any part of) its obligations under this Supply Agreement,
- “**Force Majeure Notice**” has the meaning given to it in clause 20.1.
- “**Force Majeure Relief**” has the meaning given to it in clause 20.5.
- “**Full Load**” as the total demand set out in the Customer’s Application Form.
- “**Omani Business Day**” means a day on which banks are open during the official work hours for business in Oman.
- “**Grid Code**” means the rules which OETC is obliged to prepare and maintain in respect of connection to the Transmission System, and in relation to the use and operation of such Transmission System.
- “**Legal Requirements**” means any law, decree, regulation, exemption, order, code, policies or decision of the government, all secondary legislation or judgement as amended, replaced, repealed, or modified, from time to time in the Sultanate of Oman.
- “**OETC**” means the Oman Electricity Transmission Company SAOC, being the Licensed Transmission System Operator as defined in the Connection Agreement;
- “**Distribution System**” means any system consisting of (wholly or mainly) of cables, electric lines, service lines, overhead lines, meters, electrical apparatus and equipment and having a design voltage of below 132kv plus related system use in the safe operation of an electricity network but shall not include any part of the Transmission System except the terminal equipment use for the supply of electricity to high voltage (66Kv and above) consumers.
- “**Eligibility Criteria**” means the criteria for the eligibility of a Customer to move from postpaid services to Prepaid Supply or vice versa as prepared by the Supplier and approved by the Authority from time to time.

- **“Person”** means any natural or legal person who applies for electricity Supply.
- **“Permitted Tariff”** means the tariff a Customer is obliged to pay in consideration for supply or for connection to a distribution system or to a transmission system, which tariff shall be determined in the manner stipulated in Article (9) of the Sector Law.
- **“Premises”** means the Connection Site identified in the Connection Agreement to which electricity will be Supplied pursuant to this Supply Agreement.
- **“Prepaid Supply”** means the Supply by the Supplier to a Premises where the Customer has paid in advance for their consumption of electricity before such consumption takes place.
- **“Sector Law”** means the law for the Regulation and Privatization of the Electricity and Related Water Sector promulgated by Royal Decree 78/2004, as amended.
- **“Security Deposit”** means an amount of money paid in advance by Customer to Supplier as security against non-payment of a bill or for any loss against Customer’s non-compliance in any clauses under this Agreement.
- **“Start Date”** means the date agreed between the Supplier and the Customer for the commencement of Supply.
- **“Supply”** means the supply of electricity by the Supplier to the agreed Connection Point and Connection Site as set out in the Connection Agreement, and “Supplied” shall be construed accordingly.
- **“Supply Agreement”** means this agreement stipulating the terms of Supply as may be amended, replaced, repealed or modified from time to time (as agreed by both parties).
- **“Supply License”** means the supply license authorization issued by the Authority to the Supplier to undertake the activity of Supply.
- **“System”** means either the (i) Distribution System; or (ii) Transmission System, as the case may be.
- **“System Operator”** means either (i) licensed operator of the Distribution System, or (ii) licensed operator of the Transmission System, as the case may be.
- **“Transmission System”** means a system for the transport of electricity, which system consists (wholly or mainly) of high voltage electric lines and plant (namely, electric lines and plant with voltage levels of [132kV]) or more and which is used for transporting electricity from a generating station to a sub-station, from one generating station to another

or to or from any interconnector, Premises or Distribution System, but shall exclude any such lines or plant which forms part of a Distribution System.

- “VAT” means the Value Added Tax with value/percentage that is decided by the Government and may change from time to time based on Government decisions.

### **3 Unless the context of this Supply Agreement otherwise requires:**

- 3.1 the headings of clauses to this Supply Agreement are for convenience only and shall be ignored in construing this Supply Agreement;
- 3.2 the singular includes the plural and vice versa;
- 3.3 words of any gender include each other gender;
- 3.4 the terms "hereof", "herein", "hereunder" and similar words and phrases refer to this entire Supply Agreement and not to any particular clause, section, Schedule or any other subdivision of this Supply Agreement;
- 3.5 references to "a party" or "the parties" are references to either Supplier or the Customer or both including their respective successors and assigns and references to any other person shall include references to that person's successors and assigns, as appropriate;
- 3.6 references to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and
- 3.7 references to laws, licences, codes, exemptions, rules and other legal instruments shall be deemed to be references to such laws, licences, codes, exemptions, rules and other legal instruments as may be amended, modified, varied, repealed or replaced from time to time.

### **4 Applicable Supply Tariffs**

- 4.1 The tariff used to calculate the amounts payable in respect of Supply in any billing period shall be a Permitted Tariff [or, if applicable a Cost Reflective Tariff].
- 4.2 The applicable Permitted Tariff [or Cost Reflective Tariff] shall be determined in accordance with Sector Law and the prevailing rules and regulations issued by the Authority from time to time (details will be provided by the Supplier on request). Such tariff is subject to change from time to time upon receiving approval from the Authority.
- 4.3 If the Supplier becomes, following observing the level and assessment of electricity consumption at the Premises, of the view that electricity Supplied to the Premises is being used for reasons other than those indicated in the Application Form then the

Supplier shall be entitled to adjust tariff in accordance with the provisions of the Sector Law and relevant regulation issued by the Authority.

- 4.4 Permitted Tariffs and Cost Reflective Tariff are published in the Supplier's website.
- 4.5 The Supplier shall provide details to the Customer on request of the fees and charges relating to other Supply related services.

## **5 Billing Disputes**

- 5.1 If the Customer disputes a bill, the Supplier shall use its best endeavors to resolve the complaint in accordance with the Complaint Procedure guideline approved by the Authority (published in the Supplier's website).
- 5.2 If the Customer disputes the amount or quantities in the bill, the Customer shall notify the Supplier. If within the payment date an agreement has not been reached by the Supplier and the Customer:
  - 5.2.1 The Customer shall pay any undisputed amount by the payment date in accordance with clause 6.7 below and provide reasons for disputing the payment of the remaining amount; and the Customer shall not, under any circumstance, withhold undisputed amounts on account of a bill related dispute and / or complaint.
  - 5.2.2 When the disputed amount is settled, the Customer shall pay the settled amount within (15) Days of the date of settlement. In such case, the due amount that is resolved in favor of the Supplier according to the Complaints Procedures shall be affected by an interest rate equal to the highest short-term borrowing rate approved by Central Bank of Oman plus 1% from the due date of payment for the bill, up to, but excluding, the date of actual payment.

## **6 Billing and Payment**

- 6.1 The Supplier shall issue bills monthly for all electricity Supplied to the Premises. Such bills will be based on the consumption information provided by the relevant System Operator.
- 6.2 Each bill may include:
  - 6.2.1 the relevant applicable tariff payable for the Supply in that billing period;



- 6.2.2 amounts due and / or owed in respect of adjustments to previous bills and any other charges payable from time to time;
- 6.2.3 connection, disconnection and / or reconnection charges; and
- 6.2.4 other applicable fees and charges as may be approved by the Authority or any other Competent Authority, including, but not limited to, municipal charges, VAT and / or any other similar charges that may be approved in the future) and
- 6.2.5 the Customer shall pay all amounts due by the date specified in each bill.
- 6.3 If electricity is Supplied, but all or part of it is not registered by the metering equipment, due to a fault in the meter or unauthorized interference with the metering equipment or otherwise, the Customer shall be required to pay an amount representing the charge that would have been due if the metering equipment had registered accurately.
- 6.4 The Supplier shall deliver bills through the channel chosen by the Customer in the Application Form. The Supplier shall make all bills available to download through an appropriate electronic channel.
- 6.5 The Customer is obliged to pay all bills issued in relation to reported consumption, whether actual or estimated, including in relation to historic consumption unbilled due to reasons that may include, but are not limited to, meter faults, correction of estimated bills and or unauthorized interference with metering equipment.
- 6.6 In case of a disputed bill or a complaint relating to a bill, the Customer shall pay any undisputed amounts under such bill promptly and in accordance with the terms of this Agreement. The Customer shall not, under any circumstance, withhold undisputed amounts on account of a bill related dispute and / or complaint.
- 6.7 The Customer shall pay the electricity bill directly to the Supplier within (30) Days from the end of the consumption month (e.g., January consumption bill to be paid within 30 Days counted from 1<sup>st</sup> February) such payment would cover the cost of last months consumption while balance of the advance payment would be considered as advance for the next month and so on for the following months. If the Customer fails to pay the bill within this credit period (30 calendar days), then the Supplier will have the right to charge

the Customer interest on the overdue amount at a rate equal to the highest short-term borrowing rate approved by the Central Bank of Oman plus 1%.

## **7 Metering**

- 7.1 Prior to the commencement of Supply, the Customer will be allocated (i) a Customer account number, and (ii) a meter number (for each relevant meter) by the relevant System Operator. These numbers will be unique to the Customer's Connection Point and will be referred to when administrating the Customer's account.
- 7.2 The Customer shall liaise with relevant System Operator to provide appropriate metering required for the purposes of Supply, in accordance with the Connection Agreement.
- 7.3 The Customer shall grant the Supplier's agent or nominated contractor, right of access to read, inspect and test any meter at the Customer's Premises when required.
- 7.4 The Customer shall not carry out any works or modify any meter or other equipment associated with the meter, or tamper with a meter in any way.
- 7.5 The Customer shall notify the Supplier of any suspected meter defects. The Supplier may arrange for the meters to be inspected and, if necessary, arrange with the relevant System Operator for a meter to be replaced or repaired or removed by the relevant System Operator, its agent or nominated contractor.
- 7.6 In the period when any meter is known to be defective or not available or in case the actual meter reading is not available for whatever reason, the Supplier shall use estimates provided by the relevant System Operator for billing.

## **8 . Generation Equipment**

- 8.1 If the Customer has, or intends to have, generation equipment at the Premises to which Supply is to be made, the Customer shall:
  - 8.1.1 enter into an agreement with the System Operator to regulate the terms of a potential sale and / or feeding into the System.
  - 8.1.2 coordinate with the relevant System Operator to ensure that a separate meter is installed for measuring and recording electricity exported into the grid. The readings of such meter must not be netted off against readings of the meter installed in accordance with Clause 7.2 for the purposes of measuring and recording the Customer's electricity consumption.

## **9. Responsibilities of the Supplier**

### **9.1 The Supplier shall:**

- 9.1.1 From the Start Date, provide a Supply of electricity to the Customer in accordance with the terms of this Supply Agreement.
- 9.1.2 Make available to the Customer [.....] MW of electricity in accordance with the Application Form submitted by the Customer, provided that the actual consumption amount shall be determined by the Customer based on its needs;
- 9.1.3 Ensure that all Customer information and personal data are kept confidential. The Customer consents that such information may not be shared with third parties except as necessary for the Supplier to comply with its obligations under this Supply Agreement, the Sector Law, other legislations, applicable industry codes and / or a reasonable direction of the Authority; and
- 9.1.4 Use reasonable endeavors to ensure that all Customer complaints or queries are dealt with in accordance with the applicable compliant procedure and guidelines approved by the Authority as stipulated in clause 16 in this Supply Agreement upon receipt of any such complaint\query.
- 9.1.5 The Supplier shall not be responsible for any damage incurred to the Customer's Premises due to lightning, fire, storm, flood, or any similar cataclysmic event.

## **10 Responsibilities of the Customer**

### **10.1 The Customer shall:**

- 10.1.1 Provide promptly all information reasonably required by the Supplier for the purposes of administering the Customer's account. including information required to determine the applicable Permitted Tariff.
- 10.1.2 Pay all bills issued by the Supplier by the date specified on each bill in accordance with this Supply Agreement.
- 10.1.3 Promptly inform the System Operator immediately of any damage or suspected damage or interference to the metering equipment.
- 10.1.4 Allow the System Operator authorized personnel, its agents or nominated contractors, at all reasonable times and at any time during an emergency, to enter

the Customer's Premises for the purposes of reading, inspecting, energizing, de-energizing (Supply disconnection), or removing a meter or metering equipment, and for all other purposes related to Supply;

- 10.1.5 Immediately inform the Supplier and relevant System Operator of any proposed change to the connection or required Supply (the Supplier may in such circumstances require the Connection Agreement and the Supply Agreement to be amended to reflect the revised arrangements).
- 10.1.6 Customer shall provide a monetary Security Deposit/ bank guarantee for an amount equivalent to the Customer's estimated average electricity consumption for One (1) month within 10 days from signing this Agreement. Without prejudice of the Supplier's right to disconnect supply, the Customer acknowledges that the Supplier may call on such deposit/guarantee if the Customer fails to pay a bill by the date specified in each bill or in case of any damage or loss incurred on the Supplier by the Customer. If the Customer provided a bank guarantee, the guarantee shall be issued by reputable bank in Oman, in the form to be agreed by both Parties. Upon recalling the above-mentioned deposit/ guarantee, the Customer will have the obligation to provide a new Security Deposit/ bank guarantee to avoid any power Supply disruption.
- 10.1.7 Take reasonable measures necessary to arrange for a backup in case there is an emergency or non-planned shutdown. The Supplier will not be responsible for issues related to electricity network such as generation, transmission, or Distribution. The Customer shall work directly with the System Operator regarding any technical issues related to the transmission or distribution of electricity to the Customer's Premises;
- 10.1.8 Comply with the Legal Requirements

## **11 Prepaid Supply**

11.1 The Customer may at any time (including at the time of making an application for Supply) request the Supplier to Supply electricity on the basis of Prepaid Supply to the Premises.

11.2 Upon receiving such request, the Supplier shall, subject to the Customer meeting the relevant Eligibility Criteria and to the Customer settling any outstanding amounts relating to the Supply to its Premises, liaise with the System Operator to make any arrangements reasonably required to enable the Supplier to provide the Prepaid Supply.

11.3 The Customer acknowledges and agrees that:

11.3.1 the System Operator may need to install a new meter to meet the Customer's request for Prepaid Supply. The Customer: undertakes to allow the System Operator and / or any of its nominees, contractors or consultants access to install such meters and undertake any works required for the provision of Prepaid Supply.

11.3.2 works required to enable the provision of Prepaid Supply to its premises may require the disconnection of Supply and agrees not to make any claims against the Supplier, the System Operator or any of their nominees, contractors and / or consultants in relation to such disconnection.

11.3.3 without the prejudice of Clause 7.2 that no meter readings shall be required in relation to the Customer's consumption, as per the regulations the System Operator or any of their nominees, contractors might take the reading from time to time to check the meters accuracy.

11.3.4 Supply will be disconnected where the credit equivalent to the pre-payment made by the Customer is consumed. The Customer shall be responsible for monitoring its consumption of electricity and managing the pre-payment credit balance. The Customer further acknowledges that the Supplier is not responsible for any power outages or disconnection of Supply resulting from the consumption the Customer's credit balance. The Supplier is not responsible for any damage or loss that may occur to the Customer, its Premises or any property of the Customer resulting from such power outage.

- 11.4 While using the prepaid services, the prepaid meter will alert the Customer if the balance in the meter is close to depleted.

## **12 Right to Disconnect Supply**

12.1 The Supplier or the System Operator shall have the right to disconnect Supply in the following circumstances:

- 12.1.1 if the Customer fails to pay by the due date any bills for electricity Supplied or any amount due to the Supplier for services rendered, subject to the Supplier giving written notice of the disconnection of Supply to the Customer within a period stipulated in the “Customer Late Payment Code of Practice” developed in accordance with the Supplier's electricity supply license, as may be amended from time to time,
- 12.1.2 if the Customer’s installation or use of electricity interferes with the continuous or reliable operation of the relevant System Operator's system or in any way disrupts Supply to other Customers.
- 12.1.3 if the Customer Supplies electricity to any Person or Premises in contravention of the Supply Agreement.
- 12.1.4 if the Customer fails to comply with any condition of the Connection Agreement or if the Connection Agreement ends.
- 12.1.5 if the Customer has used electricity in an unauthorized manner including theft or tampering.
- 12.1.6 in the event of Customer Insolvency.

12.1.7 if it is no longer practical or safe to Supply for reasons outside of the control of the Supplier.

12.1.8 if the Supplier is required to do so by the law

12.1.9 if asked to do so by the Customer

12.1.10 if the Customer reconnects a Connection Point that has been disconnected without the Supplier's approval.

### **13 Right to Vary Terms of Supply**

13.1 The Supplier expressly reserves the right to change the terms of this Supply Agreement which are in the Supplier's operational controls including but not limited to communication channels, Complaints handling procedures, and other operational controls.

13.2 Any change in the above should have formal communication from the Supplier at least thirty (30) days prior to the implementation of any such changes.

### **14 Liability**

14.1 Neither Party shall be liable to the other for indirect or consequential loss (including, without limitation, loss of use, profits, contract, production, or of revenue or for increased cost of working or business interruption) howsoever caused, arising out of or in connection with a Party's obligations under the Supply Agreement.

14.2 The Customer is responsible for looking after all property and other Supply related equipment placed at its Premises and under its control. The Customer shall be liable for the cost of any injury to any persons and for repairing damage to equipment installed at the Customer's Premises and under its control.

14.3 Nothing in the terms of Supply shall restrict the liability of the Customer for death or personal injury resulting from negligence on the part of the Customer.

14.4 Without prejudice to the remedies contemplated in this Supply Agreement specifically conditions (10.1.6 - Security Deposit) of the Supply Agreement, the Customer shall be

liable for direct loss to the Supplier arising out of the Customer's breach of its obligations under the Supply Agreement provided that such damages shall be attributable to the Customer's control.

14.5 Notwithstanding any condition of the Supply Agreement, should the Supplier become liable for loss and / or damage the aggregate liability of the Supplier in any year shall be limited to the total amount due from the Customer during the relevant year. For a period of less than twelve months from the Start Date, the aggregate liability of the Supplier shall be limited to the total expected amount due from the Customer in that period, where such expected amount shall reflect the Customer's requirements stated in the Application Form.

## **15 Waiver**

Any delay on the part of the Supplier or the Customer to enforce any terms or condition right or remedy in respect to the terms or conditions of Supply shall not be deemed a waiver of any right or remedy whatsoever.

## **16 Complaints Procedures**

16.1 The Customer shall have the right to pursue a complaint against the Supplier in accordance with the Complaint Procedures.

16.2 Upon the request of the Customer the Supplier shall provide the Customer with a complaint reference number for any valid complaints made by the Customer.

16.3 The Supplier shall respond to any Customer complaints or queries in accordance with the Complaint Procedures approved by the Authority from the date of receipt of any such complaint and shall thereafter process the complaint in accordance with the requirements of the applicable complaint procedures.

## **17 Governing Law and Dispute Resolution**

The Laws of the Sultanate of Oman shall govern the Supply Agreement. Any dispute arising under or in connection with this Agreement shall be resolved by the Omani courts.



## **18 VAT and other Charges**

- 18.1 The Customer will be responsible for payment of VAT in addition to all amounts billed by the Supplier.
- 18.2 The Customer shall be responsible for the payment of any additional charges, fees, taxes, levies or similar costs imposed on the Customer by a Competent Authority whether or not in force at the date of this Supply Agreement.

## **19 Assignment**

Save as expressly provided otherwise in the Supply Agreement, neither party shall be entitled to assign, transfer, or otherwise dispose of all or any part of its rights and / or obligations hereunder without the prior written approval of the other party.

## **20 Force Majeure**

20.1. Where either party (the "Affected Party") believes that its performance of its obligations under this Supply Agreement has been, is being, or will be, prevented, hindered or delayed by reason of an act, event or circumstance or any combination thereof, which it believes, on reasonable grounds, constitutes or will constitute a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable after the date at which it becomes aware of such act, event or circumstance or combination thereof, and in any event within fourteen (14) Days after the date upon which it becomes aware of the Force Majeure Event, serve a notice on the other party (the "Force Majeure Notice") identifying:

20.1.1 The act, event or circumstance or combination thereof which, in the reasonable opinion of the Affected Party, constitutes or will constitute a Force Majeure Event;

20.1.2 The impact of such act, event or circumstances, or combination thereof, on the Affected Party's obligations under this Supply Agreement;

20.1.3 The Affected Party's reasonable estimate of the length of time during which its performance has been and will be affected by such act, event or circumstance or combination thereof; and

- 20.1.4 The steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the relevant act, event or circumstance or a combination thereof on its performance hereunder.
- 20.2. The Affected Party shall have the burden of proving both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.
- 20.3. The other party shall, upon receipt of a Force Majeure Notice, be entitled within thirty (30) Days, to require that the Affected Party submit to it such additional information and supporting evidence as it is reasonable to request to support the contents of a Force Majeure Notice and the Affected Party shall provide such information and/or supporting evidence within thirty (30) Days of its being requested.
- 20.4. If the parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the later of (i) sixty (60) Days after the receipt by the other party of the Force Majeure Notice and (ii) thirty (30) Days after the receipt by the Affected Party of the additional information in accordance with clause 20.3, either party shall be entitled to refer the matter to Oman Courts in accordance with clause 17 of this Supply Agreement.
- 20.5. If it is agreed or determined that a Force Majeure Event has occurred or will occur and that the same has prevented, hindered or delayed the Affected Party's performance of its obligations hereunder, then the Affected Party shall be relieved from liability for any consequent failure to perform ("Force Majeure Relief") to the extent that such failure:
- 20.5.1 is caused by such Force Majeure Event; and
- 20.5.2 could not have been mitigated by the Affected Party,
- 20.6. The following shall not constitute a Force Majeure Event:
- 20.6.1 any inability or failure to pay money including due bills;
- 20.6.2 any failure by the Affected Party to obtain and/or maintain a permit, if the reason for such failure is the refusal by the Affected Party to accept conditions which are either not unduly onerous or, if unduly onerous, could reasonably have been anticipated by the Affected Party prior to the Start Date.

20.6.3 strikes, lockouts and other industrial disturbances of the Affected Party's and/or its contractors' employees which are not part of a wider industrial dispute materially affecting other employees;

20.6.4 a failure by a contractor or any other third party which results in a failure by the Affected Party under this Supply Agreement where the cause of such failure by the contractor or other third party would not constitute Force Majeure according to the principles of this Supply Agreement; and

20.6.5 any inability to raise finance.

## **21 Termination of Electricity Supply Agreement:**

21.1 Without prejudice to any other right or remedy it may have, the Supplier may terminate this Supply Agreement forthwith by notice ("Notice of Intent to Terminate") given in writing to the Customer at any time if:

21.1.1 The Customer is declared or becomes insolvent,

21.1.2 If the Customer shall commit any material breach of any of its obligations under this Supply Agreement and shall fail to remedy such breach (if capable of remedy) within (30) Days after being given notice by the notifying party so to do, which notice shall state that a material breach of this Supply Agreement has occurred and is continuing that could result in the termination of such Supply Agreement, identifies the material breach in question in reasonable detail and demands remedy thereof, or

21.1.3 If the Connection Agreement is terminated or has expired, provided, however, that no such event shall entitle the notifying party to terminate this Supply Agreement (i) if it results from a breach by the notifying party of this Supply Agreement, or (ii) if it occurs as a result of or in connection with a Force Majeure Event

21.2 At any time after the expiry of ninety (90) Days after the issuance of a Notice of Intent to Terminate, unless the circumstances giving rise thereto have been remedied or have ceased to apply, the Supplier may terminate this Supply Agreement with immediate effect by a written notification to the Customer.

21.3 Termination shall be without prejudice to rights and liabilities of the parties which have accrued up to the date of termination.

## 22 Notices

22.1 Unless otherwise provided in this Supply Agreement, all notices and other communications required or permitted between the parties by this Supply Agreement shall be in writing and either hand delivered or sent by pre-paid post, or to the address within Oman of the party concerned or by email as set forth below. No communication shall be effective until received and such shall be deemed to have been received: -

22.1.1 by hand, when so delivered;

22.1.2 by post, four (4) Omani Business Days after posting subject to proof of posting; and

22.1.3 by e-mail, upon sending subject to confirmation of uninterrupted transmission on transmission report and provided that a hard copy is promptly dispatched to the recipient as provided in (a) or (b). However, any failure to send such a hard copy thereof shall not, in itself, invalidate delivery of a notice which was actually, received by the recipient.

| Customer Fill Here | Supplier:                                            |
|--------------------|------------------------------------------------------|
|                    | Nama Electricity Supply Company<br>S.A.O.C           |
|                    | P.O.BOX 1239                                         |
|                    | P.C 131                                              |
|                    | AL HAMRIYA - SULTANATE<br>OF OMAN                    |
|                    | Attention: Chief Executive Officer                   |
|                    | Tel: + 968 24250800 Email:<br>Records@supply.nama.om |

22.2 Either party may change its nominated address to another in Oman (but not to any address in any other country) by giving at least fifteen (15) days' prior written notice to the other party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**SIGNED for and on behalf of [Nama Electricity Supply Company].**

**By**

**Name:** [.....] Fill Here

**Title:** [.....] Fill Here

.....

**SIGNED for and on behalf of [ Name of the Customer ].**

**By**

**Name:** [.....] Fill Here

**Title:** [.....] Fill Here

.....

**Acknowledgement:**

**With signing the above, both Parties are acknowledging their understanding of the above terms and conditions and signing on their acceptance on the agreement.**