


شركة كهرباء مزون ش.م.ع.م
Mazoon Electricity Company S.A.O.C

Customers Services Manual



Customer Service Manual

Version 1




November 2008

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Revision History

This is the first draft of Customer service Manual and details of future revisions will be held under the custody of Customer Services Managers.

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1. Introduction

Mazoon Electricity Company is pleased to put in front of your hand this comprehensive guide for all data and information related to all aspects of company services and activities. We have attempted to cast light on all questions, which come to the customers' mind to obtain the new service in all its phases or related to the other services concerning work foundation serving customers according to the conditions of distribution permission and electricity installation, which is approved by Electricity Regulation Authority-Oman; the responsible authority for organizing electricity sector.

The issuance of this guide is a completion of the constant work exerted by the company for renovation and continues improvement of the relation with customers. This makes equilibrium for this relation between rights and obligations for both the company and customers in away that reflects the good intention and objectivism to reach distinction in performing service.

We hope that this guide will aid both parties "Company & Customers" for developing and improving the relation for both parties in order to reach the satisfaction of customers in first stage and renovation in the future related to the company to reach the distinction in serving customers.



2. Electricity Connection and Supply for New Premises:

For connection or addition of electricity to newly-built constructions or existing ones, applicant is advised to subscribe with Mazoon Electricity Company via its offices in the three licensed regions (Batinah South, A'Sharqia Region & A'Dakhilah Region) in order to complete the procedures of subscribing for the needed services.

All applications for new/addition electricity connection must be submitted by hand to the offices of Customer Services. All applications must be signed & stamped by authorized electrician, who is licensed by the company or any other licensed distribution companies (Muscat Electricity Distribution Company, Majan Electricity Company & Electricity Holding Company). All applicants should read instructions carefully and adhere with the required so that the company would be able to conduct electricity easily. For more information, applicants should not hesitate to contact us or visit our Customer Services offices if necessary. For more details refer to the following tables;

2.1 Application for new premise connection at construction period:

| Procedures for submitting electricity connection application | |
|---|--|
| Procedure application | Locations |
| It is required to submit the initial data form – see appendix No.1 which can be obtained from any company offices or consultancy offices available in the region and it is required from the very beginning of the construction or upon receiving building permit. It should be filled out and approved by authorized electrician who is licensed (by the company or any other licensed distribution companies) or approved by consultant/contractor. | Customer Services offices available at licensed region for the company as below: First: Batinah South <ul style="list-style-type: none">- Walayat A'Rustaq- Walayat Nakhal- Walayat Barka- Walayat Almusana'- Walayat Al suwaiq |

| Continuous of procedures for submitting electricity connection application | |
|--|---|
| Procedure application | Locations |
| <p>Requirements of application in all cases:</p> <ul style="list-style-type: none"> - filling out the initial data form for electricity connection to premise Copy of ID card Copy of Kuruki & Mulkia Copy of building permit (after obtaining it from concerned authorities) <p>Note:</p> <ul style="list-style-type: none"> - Application should be submitted to a nearby office - Application is subject to electricity connection statement . - Customer is requested to consult specialties at the company offices before starting internal connection in order to determine the suitable size of the cable for connection and the type of connection. | <p>Second: A'Sharqia Region</p> <ul style="list-style-type: none"> - Walayat Sur - Walayat Ja'lan bani bu Ali - Walayat J'alan bani bu Hasan - Walayat Bidiah - Walayat Wadi bani Khalid - Walayat Ibira <p>Third: A'Dakhilah Region</p> <ul style="list-style-type: none"> - Walayat Nizwa - Walayat Bahla - Besia/ Walayat Bahla - Walayat Adam - Walayat Izki - Walayat Sumail |

2.2 Application for new premise supply ready to connect/add loads for existing premise:

| Procedures for submitting electricity connection application | |
|--|--|
| Description of Procedure | Location for application |
| <p>It is requested to submit service connection application which can be obtained from any of company offices and must be filled out and approved by the authorized electrician (obtain electricity license)</p> | <p>Customer Services offices available at licensed region of the company mentioned in the previous table</p> |



Continuous of procedures for submitting electricity connection application

Description of Procedure

Requirement for application in all cases:

- filling out electricity application form for electricity connection [see appendix No.2](#)
- non objection letter from municipality/ letter from Ministry of Awqaf and Religious Affairs for mosques.
- Copy of ID card
- Copy of Kuruki & Mulkia
- Copy of building permit
- Copy of electrician license for pursuing electricity.
- Recommendation letter from Ministry of Commerce & Industry +P.F 0.9 or Best (for industrial connections)
- Recommendation letter from Ministry of Agriculture for agricultural applications (productive + modern irrigation system)
- Recommendation letter from Ministry of Tourism for tourism applications.
- Filling out connection/supply agreement/ for simple connections provided that signature of applicant [see appendix No.3](#)
- Paying approved energy fees mentioned in electricity connection statement
- Paying approved connection fees as follow:
 - single phase meter fees R.O 10
 - three phase meter fees R.O 40
 - three phase meter fees with CT till 500 KVA R.O 200
 - three phase meter fees with CT more than 500KVA R.O 500



Continuous of procedures for submitting electricity connection application

Description of Procedure

For electricity connection to the existing premise this requirement should be added:

- copy of last paid electricity bill
- copy of documents indicate the date of entering the last service

Procedures of Approving the Application:

- The application is submitted and passes through several phases until issuance of supply bill.
- Obtaining permission for electricity connection to the building. It is requested to obtain a non objection certificate from concerned municipality at the region for connecting electricity/ letter from Ministry of Awqaf and Religious Affairs for mosques.
- When the building is ready, certificate of completion and electricity checking are required in order to install electricity meter and activating the service
- Customer Services Department at the company will specify an appointment to check internal electricity connections for premise and the attendance of licensed electrician who has done the work is must.
- After the successful technician inspection for premise and availability of connection network, vouchers will be issued for payable amounts.
- After paying connection fees, which is valid for one month from the date of issuance, cable will be connected for premise and the meter will be sealed by official seals for protecting it from vandalism or tampering with connections or illegal misuse of electricity.



3. Connection Statement

This document provides information about arranging new connections to the (Mazoon Electricity) Company's network. The document is produced in accordance with Condition 28 (Duty to offer terms for Connection) and Condition 30 (Charges for Connection to and Use of the System) of the License issued to the Mazoon Electricity Company by the Authority for Electricity Regulation, Oman.

The procedure to be followed when applying for a new connection is described in Section 2 of this document. A chart diagram illustrating the categorization of connection and provides a simplified summary to this statement (see appendix 4).

Also included in this document is a list of contact telephone numbers.

Customer service cables and Energy meter(s) at the customer premise(s) will be provided by the customer and adopted by the company and will be then under the property of the company.

This statement is not committing Mazoon Electricity Company at any time and will be subject to revision and amendments from time to time.

3.1 Connection Statement

- All Energy meters for Simple New Connections shall be located at the outside wall (boundary) of the premise(s). So that no access permit is needed when reading, maintaining, checking and replacing the meters.
- The company has the full right to decide on the type of Energy meter (single phase/three phases/CT meter) required for the connection taking into consideration the connected load required.
- The company has the full right to decide on the size of the service cable for any connection required. The service cable

size will be selected such that it only withstands the connected load required by the customer.

- For any additional load required, the customer is required to approach the company before adding any new load.
- In case the company founded that a customer has added any load without written approval from the company, he/she will be liable for any consequences arising from this un-permitted addition. Possible consequences are service cable burst, Energy meter faults, and financial penalties as kW charges...etc.

3.2 Procedures for obtaining new connections:

Two determinants classify the category of your new connections. They are:

1. Distance from existing network

2. The connected Load requested in kW

Based on the above two determinant the connections are categorized into Simple New Connection(s) and Complex New Connection(s).

A. Simple New Connections: if the connection

- 1.5 km or less from the closest existing 11kV Network and
- Requires a connected load of less than 2500 kW

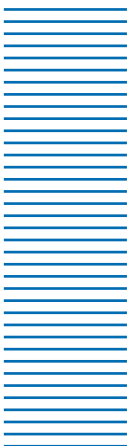
It is considered as simple New Connection.

3.2.1 Simple new connection is further divided into:

3.2.1.1 Small load connections

If you require a new connection to your premise(s) from our network, and the connection is for 60 kW or less, it will be classed as a Small Load connection.





For the majority of Small Load connections, we will provide a fixed-price quotation of connection charge including (permitted connection Fees) within 10 working days once we have received all the required information from you.

Once you have accepted the Connection Offer and paid the connection charges, we will agree an installation date with you, which will usually be scheduled within 3 months unless you ask for a later date.

3.2.1.2 Large Load Connections

If the connection requires a capacity of more than 60kW, it will be classed as a Large Load connection. We will provide a fixed-price quotation of connection charge including (permitted connection Fees) within 10 working days once we have received all the required information from you.

Once you have accepted the Connection Offer, we will finalise the design, obtain any necessary way leaves and agree an installation date with you, which will usually be scheduled within 3 months from the date of obtaining the necessary approvals and way leaves unless you ask for a later date.

3.2.1.2.1 The Large load connections are categorized into two:

Non-commercial: this category includes Residential buildings of 4 flats or below and any public use connections such as mosques, social gathering places (Majlises)...etc. If your connection is of this category you will be required to pay only 50% of the predetermined Charge per kW (2006 charges are stipulated in Annex B)

Commercial: this category includes Commercial, Industrial, Government, residential building with more than 4 flats, farms, hotels & Tourism and any other connections not classified as non commercial connections. If your connection is of this category you will be required to pay 100% of the predetermined Charge per kW. (2006 charges are stipulated in Annex B)

Example: Assuming the kW charge is 10 Omani Rials/kW (flat rate). A customer X applies for connecting his premise which demands 90kW. If the connection is classified as Commercial the customer will be required to pay the full amount of 900.00 Omani Rials in addition to the permitted connection fees. Whereas if this connection is classified as non-commercial the customer will be required to pay 50% of the amount which equals 450 Omani Rials in addition to the permitted connection fees.

(B) Complex New Connections: if the connection

- More than 1.5 far from the closest existing 11kV Network
- and/or**
- Requires a demand of 2500 kW or more.

It is considered as Complex New Connection.

If your connection is of this category, a different approach from simple connections will be used. In case the connection you applied for is of residential, the company will endeavor to incorporate your requirement into its network expansions plans, however if you prefer faster approach you will be provided with a connection offer.


For other types of connections, the company will provide you with a connection offer for connecting your premise(s) to its network.

Once we have clarified the basic technical details with you we will usually provide an indicative cost of budgetary estimate as soon as possible.

If the indicative cost is acceptable to you, we will prepare a detailed design for the new connection. There will be a cost for preparing this design, which will usually be payable when you accept the quotation. In certain circumstances we may require payment for design work in advance.

We will write to you with a Connection Offer as soon as the design is finalized and fully costed. This describes the technical aspects of





the connection and shows the contribution charge that is required. In the case of some very large customers it may be necessary to connect to the system of the Oman Electricity Transmission Company (OETC). We will advise you should this be necessary and provide assistance in formulating the connection application to OETC. Note that you will require a Supply Agreement with Mazoon Electricity Company even though you are not connected to the OETC system.

C. Housing/ Commercial Developments:

MZEC is unable to provide connection facilities in advance of a firm load commitment. If you are developing a “Greenfield” site for housing, commercial, tourism or industrial purposes and you require the electricity infrastructure to be put in place and connected to our system in advance of any firm load, you will be required to pay the full cost of such infrastructure. MZEC would then adopt the network and charge individual customers the appropriate connection charge in accordance with the principles outlined above.

D. How to proceed

For both Simple and Complex new connections please visit any of our offices, they will provide a Connection Application form for you.

E. Step-by-Step Guide

A step-by-step guide to the process is shown in the following table:



| S. | Step Description | Comments |
|----|--|---|
| 1 | Initial Enquiry: Return the completed connections Application Form to us. | To give you an accurate estimate we will need the following information with application form: <ul style="list-style-type: none">- details of the connected load required- Kuruki & Mulkia/Land deed- An accurate location plan, scale 1:2500 |
| 2 | For Simple New Connections: In the majority of cases we will provide a fixed-cost quotation within 10 working days. In some cases we may require additional information or may need to arrange a site visit before we can provide the quotation | If the quotation is acceptable, please go to Step 4. It may take up to 3 months for installation after all approvals and necessary way leaves obtained. |
| 3 | For Complex New Connections Once we have clarified the basic technical details with you we will usually provide an indicative cost or budgetary estimate as soon as possible. If the indicative cost is acceptable to you, we will prepare a detailed design for the new connection. There will be a cost for preparing this design, which will usually be payable when you accept the quotation. In certain circumstances we may require payment for design work in advance. We will write to you with a Connection offer as soon as the design is finalized and fully costed. This describes the technical aspects of the connection and shows the contribution charge that is required. | |
| 4 | Acceptance of Quotation/Connection Offer Please sign the acceptance form and return it to us accompanied by a cheque/cash for the requested amount. | |
| 5 | Scheduling of the work: We will issue a work instruction to our field team as soon as we have processed your acceptance form. A subcontractor might contact you to arrange a date for a site to visit and to discuss the installation schedule with you. | We will normally attempt to schedule Simple Connection jobs within 3 month if this is convenient for you. Complex connection jobs will be scheduled following discussions with you. |



3.3 Competition in complex connections

A. General Information

You may decide to use your own contractor to carry out certain parts of the connection activities such as cable laying, jointing and plant installations. We are happy to adopt these networks as long as they meet our quality standards.

We are still required to carry out certain connection activities, such as determining the point of connection, approving the design, obtaining statutory consents, carrying out quality assurance inspections, and making the network live.

Any contractor you use to carry out connection activities must be certified by the Distribution Code review Panel (“DCRP”) for the work involved under the appropriate provisions of the Distribution Code. We can supply further information on certified contractors.

B. Non-contestable activities

Part of the new connection works can only be undertaken by Mazoon Electricity Company. These are called the no contestable activities and include:

- Approving your design
- Obtaining housing approval
- Inspection of the works
- Testing and connecting your cables to our network
- Work on our existing network where required

C. Contestable Activities

Work that can be undertaken by someone other than MZEC is known as contestable work and this includes designing the connection, provision of materials to form the connection, trenching, other site preparation work and the construction of the connection.

The cost of us carrying out the works (i.e. the non-contestable

activities plus any contestable work that you have requested us to do) will be calculated on the principle of 'shallow' charging i.e. you will only be charged for the work involved in connecting your premises to the nearest appropriate point on our network. You will not be charged for any reinforcement of our network even if such reinforcement is required as a result of your new connection.

D. Step-by-step Guide

A step-by-step guide to the process relating to competition in Complex Connection is shown below:

| S. | Step Description | Comments |
|----|---|--|
| 1 | Initial Enquiry Submit details of your scheme to us and please indicate if you wish us to quote for any of the contestable activities in addition to the non-contestable activities | To give you an accurate estimate we will need the following information with application form: <ul style="list-style-type: none"> - details of the connected load required - Kuruki & Mulkia/Land deed - Electrical layout - An accurate location plan |
| 2 | Budgetary Estimate Once we have clarified the basic technical details with you we will usually provide an indicative cost or budgetary estimate as soon as possible. If this indicative cost is acceptable to you, we will commence the detailed design work relating to the non-contestable activities. | We will also commence the design work on any contestable activities that you have asked us to carry out for you. |
| 3 | Connection Offer When we have received all the detailed technical information from you to enable us to understand your technical requirements, we will provide a Connection Offer detailing the cost of carrying out the non-contestable activities plus any contestable activities that you have asked us to do as well. | We will also nominate the Point of Connection in the Offer letter. |



| S. | Step Description | Comment |
|----|---|--|
| 4 | Acceptance of Connection Offer Please sign the acceptance form and return it to us accompanied by a cheque/cash for the requested amount. | |
| 5 | Approval of Design Please submit your proposed design for the new connection in order for us to confirm that it meets our minimum technical requirements. There will be a charge for approving your design. | |
| 6 | Use of Contractors All contractors and sub-contractors that you use for all aspects of the contestable activities must be registered by the Distribution Code review Panel. | |
| 7 | Inspection of the Works We will advise you of the number of inspections that will need to be carried out to assure us that the contestable works have been installed in accordance with our technical specifications. | |
| 8 | Adoption We are willing to adopt the assets provided that all the quality inspections have been passed and you have provided us with all the information that we need about them, including the as-built drawings. | <ul style="list-style-type: none"> Non standard equipments (i.e. special purposes transformers...etc) will not be adopted. Until the assets are adopted, you are responsible for them in terms of legal liabilities, and all related safety issues. |
| 9 | Energisation On adoption, we will energise the main circuits. | |

3.4 Technical Specifications

A. Technical Documents

The technical specifications of any equipment and plant to be installed by your contractor are laid down in the Distribution Code and in the relevant Oman Electrical Standards. Any contractor certified under the provisions of the Distribution Code will be aware of such technical specifications. However we will need to approve all the technical specifications of the work to be carried out by your contractor before the work commences.

B. Inspection Regime

We will also carry out inspections of the assets during installation, in order to assure ourselves that they meet our standard technical requirements. This is an essential pre-requisite before we can consider adopting the assets, and hence take responsibility for them thereafter.

3.4.1 The Adoption Agreement

If you wish to organise the contestable work yourself, and want us to take responsibility for the assets on an ongoing basis, you will be required to enter into an Adoption Agreement before the mains circuits can be energised. On satisfactory final testing and connection, the ownership of relevant assets will be transferred to MZEC and we will become responsible for the ongoing operation, repair, maintain and replace of those assets.

We will prepare the Adoption Agreement for you to review at an early stage in the Adoption ([Appendix 5](#))

The following general points will be applicable in the majority of cases:

A. We will adopt assets only when:



- The ownership of the assets prior to adoption has been clearly identified;
- The owner of the assets has entered into an Adoption Agreement (For simple New Connections, terms for adoption of assets are incorporated in the Connection and Supply Agreement);
- We are satisfied that all assets have been installed correctly and comply with all the relevant technical standards;
- Our inspectors have, where appropriate, inspected the new assets;
- The contractor has provided all the information requested by us relating to the type and location of assets installed.
- All necessary way leaves and consents for the assets have been obtained and are granted in our name.

B. The activity connecting adopted assets to the existing distribution system can only be carried out by a personnel who are contracted to do so by us, either as our employees or by specific contract to carry out the activity. We cannot accept any liability in respect of personnel who are working for the customer and with whom we have no contractual relationship.

C. The Point of Connection to our Distribution System can only be energised when:

- A valid adoption agreement is in place;
- Appropriate tests and inspections have been carried out and the installation has met the relevant criteria;
- You have provided as-built drawings in a form suitable for us to add to our Mains Records for the area concerned.

Contacts

To contact us you will find a list of all Mazoon contact point (Customer Services offices) details attached in Annex...

Disputes:

Where the customer is not satisfied with the terms offered by the Company and agreement cannot be reached within a reasonable time any of the parties may approach the Authority for Electricity Regulation, Oman. They are able to investigate consumer

complaints and disputes.

Should a dispute be passed to the Authority for a determination the findings will be published on the Authority website at: <http://www.aer-oman.org>

4. Accompanied Inquiries Explanations for the Connection Statement:

| Inquiries of Implemented Connection Statement | | |
|---|--|---|
| S. | Inquiry | Procedure |
| 1 | It is mentioned in the introduction that distribution company adopted connection cables (service cables) and meters, so it will be related to it. If the old meter is damaged, is it related to it or related to the customer and the same with service cable. | It is agreed changing the meter disregarding its location or its date of installation by the electricity company whether the installation prior or post to the effective date of connection statement. However, for service cables it is agreed to changing the new connections which occurred after effective date of 1/10/2006 and must be out of the premises. |
| 2 | Installing electricity meters in the external wall (house wall) is it included single phase connection (remote rural areas) | New meters must be out of premises without exception. |
| 3 | If the customer applied for installing meter with increased capacity than the intended load. Is it acceptable? | The size of meter will be determined according to the total and type of needed power. |
| 4 | If the customer has paid the extension fees according to the previous system and he wants to connect his premise and the load is more than 60 K.W. Are there any fees for the increased loads whether residential or commercial? | In this case, the customer is excused from paying fixed fees and he is requested to submit evidence that he paid the contribution. |



Inquiries of Implemented Connection Statement

| S. | Inquiry | Procedure |
|----|--|--|
| 5 | If the customer wants to increase the loads in old connection and becomes more than 60 K.W. Is sharing will be accounted for all loads or for the increased loads only. If he returned to the office? | <p>Time difference will be counted between the last date of connection application and the date of the new application. If the time difference more than 12 months, he will pay for the addition loads only if this addition leads to more than 60 K.W with the old loads. However, if time difference within 12 months the cost will be counted as one application. The customer will be requested to pay the new amount after subtracting what he has paid previously. We confirm that in all cases connection loads which were done before, connection statement not considered.</p> <p>Note: this procedure is applicable for the inquiries from 5-10</p> <p>Examples 1,2,3 sent by Electricity Regulation Authority –Oman according to the letter No. (DTR/Oman/070/March, 2007) is applicable with the procedure</p> |
| 6 | If the customer added a construction in his house like a flat and asks for separate connection. Is the total loads counted for the building? (similar to No.5) | |
| 7 | Increase the energy in buildings, example: The loads at house was 40 K.W and the connection is three phase and new loads are added 50 K.W by increasing the meter to three phase with convertor. Will the customer pay cost of added loads or pay both the old and new loads which are 90 K.W | |
| 8 | Building consists of 3 flats and its loads not more than 60 K.W, the owner builds another storey with same loads, will he pay for the old + new, so he will pay the total? | |
| 9 | Owners of variation applications from (three phase meter to three phase meter with convertor) new loads more than 60 K.W. Is the new regulation applicable? | |
| 10 | If the customer constructs additional buildings to the existing one and he was provided previously with the service. Is the customer required to pay fixed fees taking into consideration the previous loads. | |



| Inquiries of Implemented Connection Statement | | |
|---|---|--|
| S. | Inquiry | Procedure |
| 11 | If the customer has installed transformers and lines and the connection done before effective date of connection statement. | He is excused from fees in the range of existing electricity electrical networks capacity which he has installed (an evidence should be submitted for that) however, if there is range of capacity in the electrical networks, he will be treated according to the new connection statement. The connection statement will be applied to the new connection loads only without considering the previous loads. |
| 12 | A Customer bears from his own expense the cost of laying lines and installation of a transformer before the new connection statement the loads was 300 K.W and the transformer 1000 KVA for the future expansion. Is the connection statement applicable if he wants to increase loads? | |
| 13 | There are commercial applications and their owners have paid the full cost (500 KVA) as per the building load consists of 3 floors, but the owner has build only one floor for the time being. What is the procedure in the new mechanism? | |
| 14 | If the customer contracted with a company to install transformer and lines upon his own expense | The customer is allowed to bear the cost of needed installation to his premise in case he wants provided that the needed installations more than the energy fees with an acceptance that he agrees with the company to possess the implemented assets. (for these cases, it is required the acceptance of Customer Service Department Manager) |



Inquiries of Implemented Connection Statement

| S. | Inquiry | Procedure |
|----|---|---|
| 15 | For limited connection applications in relation to large loads (60-2500 k.w) which need supplying/boosting electrical networks, is the customer allowed to provide/boost the electrical networks upon his own expense without paying the fixed fees? Or the connection statement is obligatory for this kind of connections. | According to the new connection statement if the connection is simple, electricity company adheres to implement electrical works to take customer loads provided that the customer bears the fees of needed loads. |
| 16 | Residential connections: 1. Energy needed is (65) k.w and near line of low voltage. Is it categorized as connection of smaller load or large loads? 2. In case it is categorized as connection of large load is k.w accounted which is more than 60 k.w i.e $5k.w \times 10 R.O = 50 R.O$ or accounted as total 65 k.w? | According to the connection statement, it is categorized as simple connection with large loads. The customer will pay the total loads taking into consideration type of connection commercial or non commercial in the mentioned example and the needed amount = $65 \times 5 = 325$ Omani Rial |
| 17 | In case, there are 2 villas in one land and needed 2 meters? Is the total k.w for the 2 meters accounted or separately? | The total loads will be accounted and not separately. |
| 18 | Applications of social security customers in case of increasing loads more than 60 k.w how will be treated? | Every meter or application will be treated according to the connection statement. |
| 19 | A customer has taken down his house and builds new one with a load more than 60k.w. Is the new mechanism applicable? | Connection statement will be applied considering it a new application |
| 20 | Multiplicity of applications in one building. Is the total loads of the building will be accounted as he will pay according to this base? | Yes, all will be accounted as one application as it is under one Mulkiah and the time difference will applied in case of old applications and additions. |



| Inquiries of Implemented Connection Statement | | |
|---|---|--|
| S. | Inquiry | Procedure |
| 21 | Applications of Majlis and Mosques in case its loads exceed 60k.w. How will they be treated in the new mechanism? | The connection statement will be applied as the connection is non commercial |
| 22 | Pre- financed schemes | New connection statement will be applied |
| 23 | Enlarging the service cables and meters after adoption? | Customer bears enlargement and the previous materials will be returned back (service cable and meter) to the customer. |
| 24 | Who is the customer? | The customer is the owner of premise. |
| 25 | Electrical works for all governmental projects will be tendered within the main tender of the project. The company which run the project will implement the works of provide/ supply the electrical networks, so will the governmental authorities be asked to pay the fixed fees? | In case the governmental authority includes the installation to the premise, the governmental authority will not be asked to pay the fixed fees. The distribution companies are asked to address all the governmental authorities for the importance of adherence to connection statement requirements for tendering their projects. |
| 26 | The connection statement in Clause 3 -1 indicates that there must be a special room in the multi meter buildings, but what is happening now that meter boxes are under the stair on the entrance of the building especially the small buildings (15 meters) is the connection statement applied to all building without exceptions? | Meter board must be in a safe place and easy to reach it in all times and not a condition providing a special room. |



Inquiries of Implemented Connection Statement

| S. | Inquiry | Procedure |
|----|---|--|
| 27 | In case the customer applies for initial application with clarification of loads. | It is requested from the customer to submit the initial application after preparing the drawings of the premise. |
| 28 | In case, the customer applies for drawing approve for multi storey building and clarifying the total energy for the building and the electrical networks available, but he built one storey and he will build the rest in the future and the energy is less than the previous mentioned energy in the drawings or according the current building loads. | The fixed price will be paid according to the total energy mentioned in the drawings, and in the future shall not be asked for fees payment if he completes the building according to the approved previously in the drawings. |
| 29 | In case the customer applies for drawing approval for multi storey building and clarifying the total energy for the building and the electrical networks not available, but he built one storey and he will build the rest in the future and the energy is less than the previous mentioned energy in the drawings can he recover his money which he paid previously? | No, the amount will not be recovered, but he has the right to claim for loads connection, which he paid for the fixed fees. |
| 30 | In case the customer applies for drawing approve clarifying the total energy for the building and the electrical networks not available, and he paid the fixed fees as per loads, but he builds extra building so the total energy is increased from the mentioned energy in the drawings, will the customer be asked for paying the fixed fees for the added energy? | Fixed fees must be paid for the additional loads, if the increased loads are confirmed. |



| Inquiries of Implemented Connection Statement | | |
|---|---|---|
| S. | Inquiry | Procedure |
| 31 | <p>1. In case of permanent connections and the electrical networks available, will the customer pay the fixed fees according to the regulation?</p> <p>2. In case of temporary connections and the electrical networks not available, who will bear the cost of installation/support the electrical networks? Will the customer pay the fixed fees in this case?</p> | <p>The fixed price will be paid according to the total energy mentioned in the drawings, and in the future shall not be asked for fees payment if he completes the building according to the approved previously in the drawings.</p> |
| 32 | <p>In case the customer refuses to pay the fixed fees upon initial application because he was not able to pay during that time and the electrical networks needs to be installed, will the company implement the project for providing energy or waiting till the customer pays the fees in the following cases:</p> <p>1. The premise is the only one in the area and the project serves the applicant even in future.</p> <p>2. There is more than one building under construction in the same area so it will serve others at the same time.</p> | <p>In all cases the customer is requested to pay the fixed fees according to the connection statement before implementing the project</p> |
| 33 | <p>In case the customer asks for installing separate meters instead of one main meter for an existing building supplied previously with the service, will the customer be asked to pay the fixed fees according to the loads for every meter if exceeds 60 k.w</p> | <p>In case of separating meters without additional loads, customer will not be asked to pay the fixed price.</p> |



Inquiries of Implemented Connection Statement

| S. | Inquiry | Procedure |
|----|---|--|
| 34 | During the accounting of the necessary energy for premise by accounting the loads, in some projects two points are put for A/C, one for window A/C and the other for split unit, but at the end one point, is used, will the two points be counted or one in total loads? | He will be charged for one point only if there is only one outlet in distribution board for both points. |
| 35 | If customer applies for connection and was classified as simple connection, where loads are 2400 K.W and the company has executed all technical works when the customer has paid the connection fees of such classified connection, but on application, the required loads were found to be more than 2500 K. W, so what are the actions to be taken? | To be handled by companies individually as stated options of complicated connection |
| 36 | After adoption the meters and cables and found meters are tampered, what actions to be taken? | Companies believe that despite the tampered of meters and services cables, customers are responsible to replace cables or meters if burned (to be handled as per Electricity Regulation Authority decision related to the penalty of tampering). |

5. Large loads connections executed by customers

There are many private applications executed by applicants and linking of this category is by high voltage electrical networks more than 1 K Volts. In this case one of the following conditions is applied;-

- Application submission is per the attached **appendix No. (6)**.
- If applicant undertakes to maintain the equipments and electrical networks, he should sign two agreements; supply and company (per attached pattern in **appendix No.7&8**).
- If the company is operating and maintaining the equipments and electrical networks, customers should sign supply agreement only.

6. Connecting and disconnecting procedures

If any customer wishes connecting or disconnecting the service from any property on maintenance or modifications purposes, he should follow the stated procedures in the below attached tables;

| Disconnecting procedures | |
|---|---|
| Application procedures | Applications locations |
| Application requirements; <ul style="list-style-type: none">- copy of last bill settled- Filling disconnecting form or written letter requesting that.- Copy of ID- Clarify electricity usage of the meter to be disconnected indicating disconnecting type (Temporary or Permanent)- Pay Ro. 7. 500 as disconnecting fees. | Customers Service Department at the company' offices at the licensed areas. |



| Reconnecting procedures | |
|--|--|
| Application procedures | Applications locations |
| Filling reconnecting form as in appendix no2. - Non Objection letter from Municipality. - Copy of ID - Copy of plot registration. - Copy of building permit. - Copy of electrician license. - Copy of last bill settled. - Copy of documents certifying that service connection. - Filling connection/supply agreement. - Pay power fees and connection fess plus Ro. 7. 500 as regular fees. | Customers Services Department at the company' offices at the licensed areas. |

7. Procedures related to enlarge meters

If any customer wishes to enlarge his meter connected to his property, he should consult the company before taking any action where the company has the absolute right to select the type of the meter (single phase, three phase and CT) required for the connection process taking into account load sizes to be connected.

All other issues stated in connection statement and electricity supply in article (electricity meters fixation regulation) should be considered.

8. Updating customers data

The company from time to time revises the customers' information related to the connection service in order to manage accounts and communicate with them permanently. Therefore, customers should cooperate with the company staff or its agents in providing the required information in the set forms of different services. For example, on property vacancy by (renter or holder), they should inform the company (Customers Services Department) to settle all outstanding bills and be irresponsible of any further bills and in this

case, application must be filled out and presented to the company. Also, on moving to new property, customers should visit the company to reconnect the service if disconnected or change customers name in billing or for whatever service is required.

9. Checking meter accuracy and safety

Electricity meters are essential property of the company and fixed to calculate the units consumed by property and for service continuation, occupants should maintain them in good condition and in order for their safety and the electricity network. Meters are tested and examined by the company staff and technicians to ensure its safety, competent and accuracy. Since the used meters are digital ones and non-digital type "Analogue", So their testing and replacing procedures are carried by the company per the following:-

| Meters type | Assumed Age of testing | | | Assumed Age of replacement | | |
|------------------------|------------------------|-------------|--------------------------------|----------------------------|-------------|--------------------------------|
| | Single phase | Three phase | Three phase with stream switch | Single phase | Three phase | Three phase with stream switch |
| Non-digital (Analogue) | 5 years | 5 years | 5 years | 15 years | 15 years | 15 years |
| Digital | 10 years | 10 years | 10 years | 20 years | 20 years | 20 years |

If any customer wishes to test his meter accuracy connected to his property, he should refer to the company and pay the testing fees valued at Ro. 10 for any type of meters and to be refunded if meter found defused only.

For the importance of this issue, Electricity Regulation Authority has set strict regulations on tampering with meters. Penalty on every case is assigned per the type of the meters as follow:-

- Single phase Ro.100
- Three phase meter Ro.300
- Three phase meter with (CT) Ro.500

Also, estimated consumed power is added and no exception of penalties charges on tampering with meters is accepted.



It is very important to approve any tampering with meters through photographs or monthly reading follow up compared to available loads in the property and family size taking into account the used locks are new.

If meters were damaged due to technical error, the company shall be fully responsible to replace the damaged meter and the customer is responsible for the lost power for not more than 12 months from discovering the error per Electricity Regulation Authority regulations in this regard.

9.1 Meters competency is measured as the following

| Cases | Examination Place | Procedures |
|---|---------------------------------|---|
| New meters | Meters Workshop | <ul style="list-style-type: none"> - Coordinate with suppliers directly to test all meters and customer or contractor and supplier shall provide testing report with sealing on the company stamp. - If the customer or contractor get new tested meter by electricity distribution companies such Muscat Electricity Distribution Company, Majan Electricity Distribution Company and the Rural Areas Electricity Distribution Company. The testing is not accepted since locks are not sealed by the company stamp. Some exceptions can be made on the job requirements and the company workshops are not on duty and it is carried with the consent of the Manager of Customer Service Department. |
| Meters to be checked as per customer request. | portable meters testing machine | <ul style="list-style-type: none"> - All cases are tested by portable meters testing machine available at the company offices. - All above procedure is excluded in the following cases;- <ol style="list-style-type: none"> 1. If the customer is not satisfied with the reporting result. 2.If the portable machine is damaged. 3.If it is per the company instructions. - Regarding the 2nd condition, meters must be sent to the workshop to be checked by company staffs only. |

| Cases | Examination Place | Procedures |
|-----------------------------------|---|--|
| Doubted meters / regular checking | Portable meters testing machine/ meters workshop. | <ul style="list-style-type: none"> - Testing all cases by portable meters testing machine available at the company offices. - The above procedure is excluded in the following cases;- <ol style="list-style-type: none"> 1. If the portable machine is damaged. 2. Regarding the 2nd condition, meters must be sent to the workshop to be checked by company staffs only. |

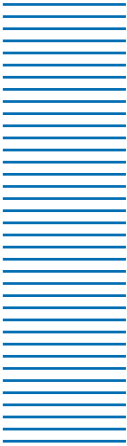
10. Bill content and tariff schedule

The company issues its bills through its assigned agents who read the meters and collecting debits for all properties on monthly basis and power consumption is based on meters readings to be read monthly by the meters readers.

The monthly bills contain important information and data such as account number which should be presented for all requests, visits, correspondences and in addition to that bill contains customer name and his services supply address as well meter previous and new data in addition to all energy charges slices and counting mechanism and other information. Power consumption is counted by Kilo Watt per hour (kilo hour) which is called unit. It is one kilo watt per hour.

| Permitted Tariff Category | Tariff Structure | | | | |
|------------------------------|--------------------------------------|----------------|---------------|-----------------------------------|-----------------|
| Industrial 1 | All Regions except Dhofar | | | Dhofar Region | |
| | September to April: 12 Baiza per kWh | | | August To March: 12 Baiza per kWh | |
| | May To August: 24 Baiza per kWh | | | April To July: 24 Baiza per kWh | |
| Commercial | Flat rate @ 20 Baiza per kWh | | | | |
| Ministry of Defence | Flat rate @ 20 Baiza per kWh | | | | |
| Residential | 0-3000 kWh | 30001-5000 kWh | 5000-7000 kWh | 7001-10000 kWh | above 10000 kWh |
| | 10 Bz / kWh | 15 Bz / kWh | 20 Bz / kWh | 25 Bz / kWh | 30 Bz / kWh |
| Government | 0-3000 kWh | 30001-5000 kWh | 5000-7000 kWh | 7001-10000 kWh | above 10000 kWh |
| | 10 Bz / kWh | 15B z / kWh | 20 Bz / kWh | 25 Bz / kWh | 30 Bz / kWh |
| Agriculture & Fisheries | 0-7000 kWh | | | 70001kWh & above | |
| | 10 Baiza per kwh | | | 20 Bz / kWh | |
| Tourism 2 | 0-3000 kWh | 3000-5000 kWh | 5001-7000 kWh | above 7001 kWh | |
| | 10 Bz / kWh | 15 Bz / kWh | 20 Bz / kWh | 20 Bz / kWh | |





The company endeavors its efforts to get accurate readings of actual consumption of power and if not possible, bills are issued at estimated readings and they are automatically amended when the actual reading is available in the next month and if not available estimated consumption is billing for few months then the sums accumulated, thus, customers should cooperate with the company to get the actual readings.

The company issues two types of bills; the ordinary monthly bills and red color warning bills as a notice to pay the outstanding balance of three months. It is usually accompanied with service disconnecting warning in the second time and in order to avoid such disconnection, outstanding bills should be settled once received. Upon disconnection, actual balance sum plus Ro.7.5 as disconnection fees and RO.7.5 as reconnecting fees post disconnection.

11. Counting mechanism of the energy loss

The lost power of consumption is counted on the following cases;

- Stoppage of meter
- Tampering in meter
- Non- reading /Estimated reading
- Non issuance of account number.

As per the applied procedures by Electricity Regulation Authority in this regard, the estimated consumption shall not exceed 12 months before discovering the case only. Therefore, lost power cannot be determined by referring back to the last months/years consumptions unless for some properties with similar consumption (hospitals, governmental offices and non expanded factors). Thus, it depends on the annual commercial lost percentage of the annual indicators through months of the year, which are prepared and revised on every period of time by collection section.

11.1 The lost power counting can be divided into several categories as the following

| Cases | Period of time | Procedures |
|--------------------------------|------------------|--|
| Stoppage of meter | More than a year | The Lost percentage is based on the collection section issued estimation, which is being approved by the Manager of Commercial Department. |
| | Less than a year | The Lost percentage is based on the monthly consumption for one year before the occurrence of problem. |
| Falsification in meter | More than a year | <p>The Lost percentage is based on the collection section issued estimation, which is being approved by the Manager of Commercial Department.</p> <p>- If any falsification was with three phase meters with stream switch. Lost percentage is counted based on billing and clearance issued estimation</p> |
| | Less than a year | The Lost percentage is based on the monthly consumption for one year before the occurrence of problem. |
| Non reading /Estimated reading | More than a year | <p>The Lost percentage is based on the collection section issued estimation, which is being approved by the Manager of Commercial Department if it was read before.</p> <p>-If there is no final reading, reading is divided on the entire period from the date of the service connection till the date of the occurrence of the problem. It is counted for one year only.</p> |
| | Less than a year | <p>The Lost percentage is based on the monthly consumption for one year before the occurrence of the problem.</p> <p>-If there is no final reading, reading is divided on the entire period from service connection till problem occurrence.</p> |



| Cases | Period of time | Procedures |
|------------------------------|------------------|--|
| Non issue of account number. | More than a year | <p>The loss percentage is based on the collection section issued estimation, which is being approved by the Manager of Commercial Department if it was read before.</p> <p>-If there is no final reading, reading is divided on the entire period from service connection till occurrence of the problem. It is counted for 1 year only.</p> |
| | Less than a year | <p>The loss percentage is based on the monthly consumption for one year before the problem occurrence.</p> <p>-If there is no final reading, reading is divided on the entire period from service connection till problem occurrence.</p> |

*** Note: if any tampering with meters found or the reading was estimated, the readings taken in that time are deducted after calculating the estimated monthly consumption for that period of time which should not exceed one year.*

12. The procedures of obtaining building wiring license

In accordance with Distribution Code Review Panel (DCRP) decision approved by Electricity Regulation Authority issued on 17th February 2007 regarding the procedures of obtaining property wiring license (building electrician), the person is wishing to obtain this license should present his application to the manager of customer services department. The application is considered as per the following;

- Applicant undergoes written examinations if the application is new or ex-license expired three years ago.
- Passing applicant with at least 80%. The license will be issued for 5 years renewable for another 5 years.
- If the applicant fails to pass the examinations, he cannot repeat it before three months.
- Applicant fees are applicable per the following table;-

| S. | Fees description | Fees amount RO. |
|----|---|-----------------|
| 1. | Examination fees | 5 |
| 2. | License fees | 50 |
| 3. | Renew fees | 50 |
| 4. | License missing fees | 10 |
| 5. | Changing sponsor name fees (Expatriate) | 10 |

13. Electricity Emergency services and reporting dangers

The company has several agents (Service providers) and in every area there is an office which can be introduced by the company offices. All those offices respond to the customer complain of different power shutting.

It is worthy to mention that the company has complains center that receives and organizes all complains 24 hours and customers can call on +80077771. Thus, we would like to give customers some precautions guidelines and instructions in emergency cases;-

- In cases of power shutting, call complain center/ Electricity emergency office immediately.
- In case of wires fall or cutting, do not get close to them and report it immediately.
- In case of any supply errors (acute power vibrating), disconnect power and report it immediately as well in cases of frequently shutting shortly.
- In case of tree fall on the electrical networks even if wires are not cut, do not get close to them and report it immediately as well to cooperate in reporting about any trees approaching wires to be cut.
- In case of network facing any accident, do not get close to them, touch columns and ties, and report it immediately.





14. Customers with Special Needs Code of Practice-Distribution and Supply License Condition 42

Mazoon Electricity Company SAOC (“Licensee”) owns and operates the electricity distribution and supply network in your area. We look after the safe delivery of electricity through our electricity network to your home.

We have compiled this Code of Practice to tell you about the range of special services we provide for our customers who live in residential property and who are of pensionable age, have limited income, have a disability, are chronically sick, or who have other special needs.

This Code of Practice is designed for your security, comfort and your peace of mind. It was compiled under the relevant conditions of the distribution and supply license under which we operate and has been approved by the Authority for Electricity regulation, Oman, the industry regulatory body.

14.1 Register of Customers with Special Needs

We are required to maintain a Register of Customers with Special Needs (“the Register”). This register will help us and our representatives know about any special circumstances or special needs you may have. If you think you, or a member of your family, has a special need we would invite you to complete the Special Needs Assessment Form so we can determine if you or a member of your family should be included on the Register. We may, in certain circumstance contact the appropriate agencies, such as the Ministry of Social Development and the Ministry of Health to confirm information provided in the Assessment Form in relation to your special needs for the supply of electricity.

Please fill in the Special Needs Assessment Form at the back of this Code and send it to us. You can also add the name of anyone else in your home who might qualify for entry to the Register.

14.2 Medical Support Equipment and Electricity Supply Interruptions

We appreciate that it is essential to have a constant electricity supply if you rely on certain types of medical support equipment. It may be necessary to temporarily cut off your supply to carry out essential work and we guarantee that we will tell you beforehand if this needs to be done. Our agents will notify you, usually by sending a letter or by other means, giving you no less than 3 days notice. If you require any further information about a specific planned interruption please telephone the Call Centre number in the notification letter advising of the interruption.

It may not always be possible to warn you that your electricity will be going off if the cause is outside of our control. For example, lightning may strike the network you are being supplied by. Our representatives will try to put your electricity back on as soon as they possibly can. In some situations though, this may take a few hours. The time taken to restore supply will vary depending on where you live and the severity of the problem.

You should therefore consider an alternative source of power that would be available for any medical support equipment you need. You also need to know how long this power source is likely to last. The unit at the hospital at which you are being treated should also be able to help you to make arrangements for managing healthcare when your electricity is off for a long time.

14.3 What to do if you lose your Electricity Supply

If you experience an unexpected supply interruption:

- Check to see if any of your neighbours have lost their supply. If they have not, the problem could be with your electrical installation;
- If you have a trip switch, check to see if your trip switch has moved to the "off" position. If it has, switch off all your appliances and try to reset the trip. The supply may then come back on;



- If the trip switch is in the “on” position, if your neighbours also have no electricity or if you can find no other reason, there may be a problem with the electrical supply in your locality. If so please contact us on 80077771 to report the problem; and
- Always have a torch or candles and matches close at hand. If you have a torch, check the batteries regularly; if you use a candle, always be careful not to start a fire. Keep candles and matches away from children.
- We advice you to use an emergency light which comes on as soon the main electricity goes off. Please let us know if you require any further information on the emergency lights.

14.4 Disconnection

If you let us know that you or a member of your household relies on electronic powered medical support equipment, is chronically sick, has a disability or is of pensionable age, we will take extra steps to avoid or delay disconnection of service due to non payment of your bills. We may require that a doctor confirms a medical condition.

If you or anyone in your home relies on electric powered medical support equipment and you are unable to pay your electricity bill, we will avoid disconnection of your electricity supply between 1 May and 30 September but we would advise you to provide us details of your circumstances.

Mazoon Electricity Company SAOC undertakes to adopt the following standards for customers with special needs, we will:

- Ensure the vulnerable customers’ internal records are flagged to indicate that special attention may be required;
- Offer a range of debt repayment options that best meet the customer’s circumstances; and
- Ensure follow up contact with customers after payment options have been agreed.

14.5 How to Recognise Our Representatives

We will be represented by a local agent who will carry out any works necessary at your property. The agent or we may need to visit you

if your supply needs attention or to maintain, check or read your meter.

Before you let anyone into your home, always make sure to check who they are. All of our representatives will produce an Identity card showing the company name, their own name, a reference number and a colour photograph of the individual. They will also tell you the reason for their call.

If you have any doubts about whether a caller is genuine, do not let him into your home.

14.6 Other Ways We Can Help

Getting in touch with us - Our contact details are on the front of this Code of Practice, and you should feel free to contact us regarding any aspect of your electricity supply.

We may be able to:

- give advice over the phone on all our services;
- write to you;
- put you in touch with other organisations; or
- arrange for somebody to visit you at home.

You should always contact us first if you have problem with your electricity supply and we will try to help. If we have been unable to resolve your problem, or if you would like independent advice, you should contact the Authority for Electricity Regulation, Oman, the industry regulator.

Their address and telephone number is:

Authority for Electricity Regulation, Oman

P. O. Box: 954

PC: 133 Al-Khuwair

Sultanate of Oman

Phone Number: +968 24609700

Fax Number: +968 24609701

Email: enquiries@aer-oman.org

Website: aer-oman.org



14.7 Register of Customers with Special Needs

The information you provide on this form will be used to assess whether you should be registered as a customer with special needs. The Register will help us give a better service and help our representatives know about any special circumstance or needs you may have. We will also need to inform our agents so that they are aware of your special needs. In certain circumstance, we may have to pass on your information to appropriate agencies such as Ministry of Social development or Ministry of Health. If your circumstances change, please update your registration. This can be done by contacting our Customer Service Centre. Please remember to re-register if you move home.

Name:

Address:

Telephone Number:

Age: Gender: Male ☐ Female ☐

ID/Passport No:

Customer Account Number - This is shown on your bill or statement

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Customer Meter Number - This is shown on your bill

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Details of your special needs

Do you have any registered medical needs relating to:-

Hearing: Yes ☐ No ☐

Sight: Yes ☐ No ☐

Walking: Yes ☐ No ☐

Others: Yes ☐ No ☐

Does your health condition require you to keep electronically operated medical equipment in your home? Yes ☐ No ☐

If yes, please state them

Are you a recipient of benefit? Yes ☐ No ☐

If yes, please give details?

Number of household members over 60:

Details of house members with special needs

Do you have any difficulty paying your electricity bills? Please explain.

Do you have a representative we could contact on your behalf? Yes ☐ No ☐

Name

Phone Number

Signature of Applicant Date

PLEASE SIGN AND RETURN TO THE FOLLOWING ADDRESS:

Customer Services Manager
Mazoon Electricity Company (S.O.A.C)
P.O.Box: 1229
PC: 131, Al-Hamriyah
Sultanate of Oman

Or SUBMIT THE FORM BY HAND TO THE NEAREST MAZOOON OFFICE

15. Distribution and Supply License Condition 24 Customers Complaint Handling Procedures

Preamble

These Customer Complaint Handling Procedures (the “Complaint Procedures”) are the procedures required by Condition 24 of the Distribution and Supply License granted to Mazoon Electricity Company SAOC (“the Company”) on 1 May 2005.

In accordance with Article (25) sub paragraphs (8) and (14) of the Sector Law, the Authority of Electricity Regulation, Oman (“the Authority”) shall determine disputes between the Company and Customers in accordance with the Complaints Procedures.

15.1 Procedures


15.1.1. If a customer wishes to complain about the manner in which the Company is conducting its Distribution Business and/or the Supply Business, the Customer shall submit a written complaint to the Company.

15.1.2. The Company has implemented procedures to ensure complaints are processed and reviewed in a timely manner:

- the Company has established sections in its main service areas of South Batinah, Dakilah and Sharqiah to receive and process customer complaints. Customers will be notified when submitting a complaint of the way in which the complaint will be processed and expected timescale;
- the Company will ensure that complaints that cannot be resolved at local level are referred to the Customer Services Manager
- the Company has established a customer complaint register to log all customer complaints and confirm receipt of each complaint; and
- the Company will provide written confirmation to each Complainant of the way in which it proposes to resolve their complaint.

15.1.3. Any Customer that is not satisfied with the way the Company





proposes to resolve the issue may refer the matter to the Authority for determination in accordance with the provisions of these Complaints Procedures, provided that the Complainant has issued a written complaint to the Company and:

- 40 days have elapsed since the date on which the Company proposes to resolve the issue may refer to the matter to the Authority for determination in accordance with the provisions of these Complaints Procedures, provided that the Complainant in writing of how it proposes to resolve the matter that is the subject of the complaint; or
- the Company has notified the Complainant of how it proposes to resolve the matter that gave rise to the complaint and the complaint is not thereby resolved to the satisfaction of the Complainant.

15.1.4. Subject to the above, the Complainant may make a written application to the Authority to determine the Customer Dispute. The Authority shall determine the Customer Dispute as it sees fit.

15.1.5. If the Authority determines that the Customer Dispute should be referred to an Expert, the Authority shall within 14 days from the date on which the Customer Dispute was referred to it appoint an Expert to review the Customer Dispute and the Authority shall notify the Company and the Complainant accordingly.

15.1.6. The company shall within 7 days of receiving written request from the authority provide the Authority and the Complainant:

- a written description of the Customer Dispute.
- a statement of the Company position; and
- copies of records supporting the Company position

15.1.7. The Authority may, upon receipt of such information from the Company, request additional information from the Complainant in respect of the Customer Dispute.

15.1.8. The Authority shall consider any such information submitted by the Complainant or the Company within the 30 days period provided for below and the Authority may at its discretion consider any additional information submitted by either the Company or the

Complainant. The Authority shall have the right at its sole discretion to request additional information from either party considered necessary to the determination of the Customer Dispute.

15.1.9. If the Authority decides that it shall determine a Customer Dispute, the Authority shall endeavor to issue a determination within 30 days, unless the parties agree in writing to the contrary.

15.1.10. If the Authority issues a determination within the 30 day period, the parties shall review and discuss the Authority's determination with each other in good faith for a period of 14 days following delivery of the determination before proceeding with any other action.

15.1.11. If the complaint against the Company is upheld, the Authority may require the Company to pay the cost of determining the Customer Dispute (including the cost of any Expert retained to assist the determination). If the complaint against the Company is rejected, the Authority may require the Complainant to pay the cost determining the Customer Dispute (including the cost of any Expert retained to assist the determination).

15.1.12. If either the Company or the Complainant does not accept the decision of the Authority with respect to the Customer Dispute, it may, in accordance with Article (125) of the Sector Law, refer the matter to the Competent Omani Court. Soimilarly, if the Authority has not submitted its decision within the time period provided for in these Complaint Procedures, the Complainant may refer thae matter to the Competent Omani Court.

15.1.13. The Courts of Oman shall have exclusive jurisdiction over any Customer Dispute.

15.1.14. The terms of these Complaints Procedures may be varied and amended subject to the prior written approval of the Authority. In the event that the Complaints Procedures are amended the Company shall provide written notification to its Customers of the amendment at least 30 days prior to the implementation of the amendment.



16. Efficient Use of Electricity Code of Practice - Distribution and Supply License Condition 43

Mazoon Electricity Company SAOC ("Licensee" owns and operates the electricity distribution and supply network in your area. We look after the safe delivery of electricity through our electricity network to your premises.

The Efficient Use of Electricity Code of Practice "the Code" is designed as a guidance for Customers on the efficient use of electricity. It contains many simple and practical measures that can have an immediate benefit in reducing your electricity use.

Concern for the environment requires us to take electricity efficiency very seriously. The environment benefits from less pollution and you can get lower bills without reducing the level of comfort and convenience in your home.

This Code was compiled under the relevant conditions of the distribution and supply license under which we operate and has been approved by the Authority for Electricity Regulation, Oman, the industry regulatory body.

16.1 Your Electricity Meter

Your meter measures the amount of electrical energy you use in units of kilowatt-hours.

One UNIT of electricity is one kilowatt-hour (kWh)

One energy UNIT is consumed if an appliance with a power rating of 1000 watts (or 1 kilowatt) is switched on for 1 hour. A 500 watt appliance would consume the same amount of energy in two hours.

The power rating plate on any electrical appliance tells you how much electricity it consumes in one hour, described in watts or kilowatts (1000 watts=1 kilowatt or 1kW). The higher the number of watts, the more expensive the appliance is to run.

You can measure how much electricity an appliance is using by multiplying the wattage by the number of hours you use it. For

example, if you use a 100 watt bulb for 10 hours, you will have used one kilowatt hour (100 watts x 10 hours = 1000 = 1kwh = 1 unit).

See the table below for more examples:

| Electrical devices | Rate of Consumed Energy (watt) | Estimated working hours (hour) | Unit Tariff (Baiza)* | Daily Consumption (Baiza) | Monthly Consumption (Rial) | Electrical devices |
|-----------------------------|---|--------------------------------|----------------------|---------------------------|----------------------------|--------------------|
| Washing machine with heater |  | 2000 | 2 | 10 | 40 | 1.2 |
| Hair drier |  | 1500 | 1 | 10 | 15 | 0.45 |
| Electrical vacuum |  | 1000 | 1 | 10 | 10 | 0.30 |
| Cooker |  | 3000 | 3 | 10 | 90 | 2.7 |
| Water heater |  | 1500 | 6 | 10 | 90 | 2.7 |
| T.V |  | 100 | 12 | 10 | 12 | 0.36 |
| Boiler |  | 800 | 1 | 10 | 8 | 0.24 |
| Flat Iron |  | 800 | 2 | 10 | 16 | 0.48 |



| Electrical devices | Rate of Consumed Energy (watt) | Estimated working hours (hour) | Unit Tariff (Baiza)* | Daily Consumption (Baiza) | Monthly Consumption (Rial) | Electrical devices |
|-----------------------------|---|--------------------------------|----------------------|---------------------------|----------------------------|--------------------|
| Microwave oven |  | 1200 | 1 | 10 | 12 | 0.36 |
| A/C |  | 2000 | 12 | 10 | 240 | 7.2 |
| Celling fan |  | 60 | 20 | 10 | 12 | 0.36 |
| Lights |  | 100 | 12 | 10 | 12 | 0.36 |
| Lights consume lower energy |  | 20 | 12 | 10 | 2.4 | 0.072 |
| Refrigerator |  | 1200 | 24 | 10 | 288 | 8.64 |
| Freezer |  | 1400 | 12 | 10 | 168 | 5.04 |
| Washing machine |  | 600 | 1 | 10 | 12 | 0.36 |

* The above mentioned tariff in the table is the residential tariff for first section and you can return to the following table for accredited tariff:



16.2 Permitted Tariffs

| Permitted Tariff Category | Tariff Structure | | | |
|---------------------------|--------------------------------------|---------------|---------------|-----------------------------------|
| Industrial 1 | All Regions except Dhofar | | | Dhofar Region |
| | September to April: 12 Baiza per kWh | | | August to march: 12 Baiza per kWh |
| | May to August: 24 Baiza per kWh | | | April to July: 24 Baiza kWh |
| Commercial | Flat Rate @ 20 Baiza per kWh | | | |
| Ministry of Defense | Flat Rate @ 20 Baiza per kWh | | | |
| Residential | 0-3000 kWh | 3001-5000 kWh | 5001-7000 kWh | 7001 -10000 kWh |
| | 10 Bz/kWh | 15 Bz/kWh | 20 Bz/kWh | 25 Bz/kWh |
| Government | 0-3000 kWh | 3001-5000 kWh | 5001-7000 kWh | 7001 -10000 kWh |
| | 10 Bz/kWh | 15 Bz/kWh | 20 Bz/kWh | 25 Bz/kWh |
| Agriculture & Fisheries | 0-7000 kWh | | | 7001 kWh & above |
| | 10 Baiza per kWh | | | 20 Baiza per kWh |
| Tourism 2 | 0-3000 kWh | 3001-5000 kWh | 5001-7000 kWh | above 7001 kWh |
| | 10 Bz/kWh | 15 Bz/kWh | 20 Bz/kWh | 20 Bz/kWh |

1. Customers require a letter of recommendation from the Ministry of Commerce and Industry and must maintain a power factor of at least 0.9
2. Subject to Ministry of Tourism regulations and approval (details available at request).

16.3 Understanding Your Electricity Bill

Our representatives will be sending you an electricity bill every month based on an ACTUAL or ESTIMATED meter reading.

The electricity bill shows your latest and previous meter readings. The difference between the two is the number of units you have used during the billing period.

16.4 Running Costs of Your Appliances

Most of the electricity supplied to your premise is used to run your household appliances. When you buy new appliances, it is a good idea to look for economy features like half-grill settings on cookers and half-load or low temperature options on washing machines.

16.5 Buying New Appliance - Energy Labelling

If you are buying a new or replacement electrical appliance you should check the running costs by looking at its energy rating. There is a considerable variation between the least and most economical appliances.

Energy labels provide a simple indication of the energy efficiency of appliances so you can take this into account when buying new products.

16.6 Simple Electricity Saving Measures

The way you use your appliances on a day-to-day basis can have a big effect on how much electricity they use. Here are a number of useful tips to reduce your electricity bills:

16.6.1 Air Conditioners

Air conditioners are the biggest consumer of electricity in our homes. They cause dramatic jumps in our electricity bills especially the summer peak period. Below are some tips which will help save electricity:

- Choose the air conditioner according to the room area.

- Clean the air filter regularly.
- Close you windows, doors and other openings when the airconditioner is in use.
- Try to install the air conditioner in a position subject to direct sunlight. If it is cover it with a shade or an umbrella.
- Avoid obstructing the air tight inlets and outlets.
- Turn off unneeded lights and heat producing appliances to reduce airconditioning load.
- Don't set your airconditioning thermostat at the coldest level. Just set the cooling to the temperature that you feel comfortable.
- Use ventilation fan instead of airconditioners where possible.

16.6.2 Fan

- Clean fans regularly.
- Switch off the fan when it is unnecessary.

16.6.3 Water Heater

Heating up water requires large amounts of electricity; significant savings can be made in the following ways:

- Choose the right size of water heater for your family.
- Switch off the water heater after use.
- Switch on the water heater a short while before use.
- Take a shower instead of a bath. It may cut costs by two-thirds.
- Use cold water where hot water in not absolutely necessary.

16.6.4 Cooker

- Choose the right size pan. The base of the pan should match the size of the cooker ring.*
- Put lids on pans and turn down the heat when food starts to boils. There is no need to boil vegetables vigorously, turn the ring to a gentle simmer.*
- Try not to use too much water; most items are best cooked in just enough water to cover them.*
- Food can be cooked more quickly if it is cut into small pieces.*
- A pressure cooker speeds up cooking times, saves energy, maintains goodness and generates less water vapour in the kitchen.*



- Cook small items like chops under the grill rather than in the oven.*
- It is more efficient to use a toaster rather than a grill when making a toast.
- When using an electric kettle, boil only as much water as you need. Make sure the element is always covered.
- Microwave ovens are useful for cooking, defrosting or heating food. They use much less energy than conventional ovens.
- Cooking with gas rather than electricity is a better use of resources and usually costs less.

* *These are tips for electric cookers.*

16.6.5 Fridges and Freezers

- Put your fridge or freezer in a cool place, away from cookers or heaters.
- For best operation, position your fridge so that air can circulate around the heat exchanger at the back.
- Do not leave a fridge or freezer door open to longer than necessary.
- Allow any cooked food to cool before putting in the fridge or freezer.
- Combined fridge/freezer with one compressor use less electricity than two separate units.
- Defrost your freezer regularly. The ice should never be more than quarter of an inch or 6mm thick around the icebox.
- Freezers should be kept at least three-quarters full at all times.
- Modern frost-free fridge freezers use considerably more electricity than conventional designs.

16.6.6 Washing Machines

- Ensure you have a full load before using your washing machine. If this is impractical, use the half loads or economy programme.
- Use a minimum temperature (40C) wash and economy programmes whenever possible.
- Use the washing machine in off peak hours (2:00am - 1:00pm and 5:00pm to 10:00pm).

16.6.7 Iron

- Iron clothes while they are still slightly damp.
- Steam irons use more power than dry ones.
- Ensure the iron is switched off as soon as you finish ironing.

16.6.8 Lights


Lighting in the home typically accounts for 10-15% of electricity usage. The use of low energy lamps can provide significant electricity savings. Low energy lamps are miniature fluorescent tubes, which are designed to replace ordinary light bulbs. They are made in a variety of shapes, sizes and ratings so they should be selected to suit the fitting and the space available.

A low energy lamp uses about a fifth of the electricity of an equivalent ordinary light bulb which means they can save you some money.

The table below is a buying guide for low-energy light bulbs. It gives the power ratings of the old and new types of bulb, which give off an equivalent amount of light.

| Standard Light Bulb Rating | Equivalent Low-Energy Light Bulb |
|----------------------------|----------------------------------|
| 25 Watts | 5 Watts |
| 40 Watts | 7-10 Watts |
| 60 Watts | 11-14 Watts |
| 75 Watts | 15-18 Watts |
| 100 Watts | 20 Watts |
| 120 Watts | 23- 25 Watts |
| 150 Watts | 32 Watts |





To light premise efficiently, use as much daylight as possible. Curtains could be drawn well clear of the windows during the day, lamps carefully positioned and bright colours used in darker corners.

Consider the use of individual switched “tasks” lighting for reading or sewing. This is more efficient and will be cheaper than a fitting that is usually used to provide light for an entire room.

Keeping lamps and accessories clean is important, especially in the kitchen where grease and grime tends to accumulate.

16.6.9 TV and other Equipments

You will save electricity if you avoid leaving your equipment left on in standby mode. If nobody is watching TV, turn it off. Don’t use it as a source of background music.

16.7 Other Ways We Can Help

Getting in touch with us - Our contact details are on the front of this Code of Practice, and you should feel free to contact us regarding any aspect of your electricity supply.

We may be able to:

- give advice over the phone on all our services;
- write to you;
- put you in touch with other organisations
- arrange for somebody to visit you at home.

You should always contact us first if you have problem with your electricity supply and we will try to help you. We publish a separate Code of Practice in complaint handling, which is available on request. If we have been unable to resolve your problem, or if you would like independent advice, you should contact the Authority for Electricity Regulation, Oman, the industry regulatory.

17. Observance of the Electricity Network and Other Electrical Devices

The electricity network is the property of the company and no one or any non-concerned authority allowed to carryout any modifications on it, therefore the customer is the sole responsible of any damages which may occur to the electrical installations or any material fixed to supply the service including electrical meters and cables. You should cooperated with the company in order to maintain continuous supply of power.

18. Awareness

Mazoon Electricity Company (S.A.O.C.) pursuits and attempts to develop its services to correspond with its supply and distribution license granted in 1st May 2005 and based on the company concern to the customers to develop the communication mean to ensure providing unique service, the company seeks to convey this message to the customers through the conference, seminars and meetings. The company has organized several awareness lectures, printed and distributed many booklets and publications regarding the company services. Customers can get copy from any of its offices.

19. Conclusion

This manual/booklet was prepared in accordance with the supply and distribution license and based on the company concern to facilitate procedures and introduce the customers with its services and the way of obtaining them. It always seeks to reach excellence in serving them, so it hopes that its dear customers would read this manual/booklet and contact the company on the below mentioned address regarding any remark or suggestions they would like to add in this manual in future in order to reach the targeted aim of this manual/booklet.

Mazoon Electricity Company (S.A.O.C.)
P.O. Box: 1229, PC: 131, Al-Hamriyah
Customer Service Department
Phone: 986 24573400 Fax: 968 24573440
Sultanate of Oman



20. Telephone Directory of Mazoon Electricity Company Offices

Call Center

| Office Name | Tel. No. |
|-------------|----------|
| Call Center | 80077771 |

A'Dakhiliah Region

| Office Name | Tel. No. | Fax. No. |
|-------------|-------------------|----------|
| Nizwa | 25431311 ext 4115 | 25413372 |
| Bahla | 25419044 ext 4209 | 25419055 |
| Izki | 25341618 ext 4505 | 25341437 |
| Sumail | 25350561 ext 4601 | 25350560 |
| Adam | 25435128 ext 4401 | 25434050 |
| Besia | 25438162 ext 4304 | 25438415 |

A'Sharqia Region

| Office Name | Tel. No. | Fax. No. |
|----------------------|----------------------|----------|
| Sur | 25543945 ext 5110 | 25543088 |
| Ja'lan bani bu Ali | 25554433 ext 5301 | 25554409 |
| J'alan bani bu Hasan | 25550724 ext 5202 | 25550726 |
| Bidiah | 25584081 ext 5401 | 25583224 |
| Ibra | 25587131/111/171/200 | 25587201 |
| Dima Wataeen | 25560363 ext 5701 | 25560305 |
| Almudaibi | 25578603 ext 5601 | 25578455 |

Batinah South

| Office Name | Tel. No. | Fax. No. |
|-------------|-------------------|----------|
| A'Rustaq | 2678682 ext 2102 | 26875951 |
| Almusana' | 26861979 ext 2201 | 26870979 |
| Barka | 26885992 ext 2401 | 26882900 |
| Nakhal | 26780705 ext 2501 | 26780448 |
| A'Swaiq | 26870074 ext 2304 | 26860486 |

Batinah South

| Office Name | Tel. No. | Fax. No. |
|-------------------------|-------------------|----------|
| Checking Meter workshop | 25351959-25351959 | 25351959 |





Appendix (1)

Form of Initial Service Connection Details





شركة كهرباء مزون ش.م.ع.م

Mazoon Electricity Company S.A.O.C

استمارة البيانات الأولية لتوصيل التيار الكهربائي للعقار

Form of Initial Service Connection Details

| بيانات مقدم الطلب | | Applicant Details | |
|--|---|--|---|
| الاسم (صاحب العقار) : | | | |
| Name (Premise owner) : | | | |
| القرية : | | Village : | |
| Wilayah: | | الولاية : | |
| المربع : | | Phase : | |
| Area: | | المخطط : | |
| رقم القطعة : | | | |
| Plot No: | | | |
| بيانات التوصيلة الفرعية | | Service connection details | |
| نوع التوصيل | | Type of Connection | |
| مؤقت <input type="checkbox"/> | | Permanent <input type="checkbox"/> | |
| دائم <input type="checkbox"/> | | Temporary <input type="checkbox"/> | |
| مجموع الطاقة المطلوبة (ك.واط) : | | | |
| Total Required Power (K.W) : | | | |
| التاريخ المتوقع لطلب الكهرباء : | | | |
| Expected Date for Connection : | | | |
| نوع العقار | | Type of Premise | |
| ١. سكني <input type="checkbox"/> | ١. Residential <input type="checkbox"/> | ٥. صناعي <input type="checkbox"/> | 5. Industrial <input type="checkbox"/> |
| ٢. حكومي <input type="checkbox"/> | 2. Government <input type="checkbox"/> | ٦. زراعي <input type="checkbox"/> | 6. Agriculture <input type="checkbox"/> |
| ٣. سكني تجاري <input type="checkbox"/> | 3. Resid/Comm <input type="checkbox"/> | ٧. سياحي <input type="checkbox"/> | 7. Tourism <input type="checkbox"/> |
| ٤. تجاري <input type="checkbox"/> | 4. Commercial <input type="checkbox"/> | ٨. غير (يحدد) <input type="checkbox"/> | 8. Other (State) <input type="checkbox"/> |
| الاستشاريين | | Consultants | |
| المعماري : | | | |
| Architecture: | | | |
| المشرف على المشروع : | | | |
| Project Supervisor : | | | |
| الكهربائي (إن وجد في هذه المرحلة) : | | | |
| Electrician (if known at this Stage) : | | | |
| التوقيع على صحة البيانات أعلاه | | Signature for certifying above information | |
| رقم الهاتف : | | Telephone No: | |
| Identity Card No: | | رقم البطاقة الشخصية : | |
| التوقيع : | | Signature: | |

Note: Please enclose copy of Kuroki/Mulkiyah& Premise Electrical layout

ملاحظة: يرجى إرفاق نسخة من: الملكية والكروكي وخارطة الكهرباء للعقار



Appendix (2)
Application for Electricity Connection New/Addition
Load





رقم الطلب: / Application No. / تاريخ الطلب: / Application Date:

استمارة طلب توصيل التيار الكهربائي لتغذية اتصال جديد / إضافة أعمال جديدة APPLICATION FOR AN ELECTRICITY CONNECTION NEW/ADDITIONAL LOAD

Mrs. Mazoon Electricity Company S.A.O.C
I/we hereby apply for electricity Service Connection
to my/our premises described hereunder

نوع الطلب
توصيل دائم / دائمة / Permanent
توصيل مؤقت / مؤقت / Temporary
توصيل إضافي / إضافي / Additional Load
توصيل آخر / آخر / Others
إذا كان الطلب إضافي / If Others please identify/

بيانات العميل
الاسم / Name/
الهاتف / GSM/
البريد الإلكتروني / Email Address/
رقم الحساب / Account No./

بيانات العقار
رقم الترخيص / Plot No./
نوع العقار / Premises Type/
رقم الحساب / Krokki No./

ملاحظات الطلب
نوع العقار / Premises Type/
رقم الحساب / Krokki No./

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

ملاحظات الطلب
نوع العقار / Premises Type/
رقم الحساب / Krokki No./

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

توصيل كهربائي / Electrical Connection
توصيل مياه / Water Connection
توصيل غاز / Gas Connection
توصيل أخرى / Others

| تفاصيل الحمل | | تفاصيل | | S.R./ | |
|---------------------------------|--------------|---------------------|--------------|--------------|--------------|
| محمول الأحمال / (KW / كيلو واط) | العدد / No./ | التفاصيل / Details/ | العدد / No./ | العدد / No./ | العدد / No./ |
| | | 1. إضاءة | 1 | | |
| | | 2. مكيف هواء | 2 | | |
| | | 3. مروحة سقف | 3 | | |
| | | 4. مروحة طاولة | 4 | | |
| | | 5. حثري طاولة | 5 | | |
| | | 6. سخان مياه | 6 | | |
| | | 7. سخان كهربائي | 7 | | |
| | | 8. مضخة مياه | 8 | | |
| | | 9. مضخة زباد | 9 | | |
| | | 10. أخرى | 10 | | |
| إجمالي الأحمال / Total Loads/ | | | | | |

بيانات المقاول / الكهربائي
الاسم / Name/
رقم رخصة الترخيص / License No./
تاريخ الترخيص / Date/
توقيع المقاول / Contractor Stamp & Sign/
توقيع العميل / Applicant's Signature

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/

بيانات المقاول / الكهربائي
الاسم / Name/
رقم الحساب / Account No./
نوع الحساب / Meter Type/
رقم الحساب / KW Charge/
تاريخ التوصيل / Connection Date/
توقيع العميل / Inspector Name/
توقيع المقاول / Sign/



Appendix (3)
Connection and Supply Agreement
(for Simple Connection)





شركة كهرباء مزون ش.م.ع.م

Mazoon Electricity Company S.A.O.C

ص.ب: ١٢٢٩، الرمز البريدي ١٣١، الحمرية، سلطنة عمان - هاتف: ٢٤٥٧٣٤٠٠ - فاكس: ٢٤٥٧٣٤٤٠
P.O. BOX 1229, P.C. 131, HAMRIYAH, SULTANATE OF OMAN, TEL 24573400, FAX 24573440

اتفاقية التوصيل والتزويد (للتوصيلات البسيطة) Connection and Supply Agreement (for simple connections)

| | |
|--|--|
| ١. الأطراف | |
| A- Mazoon Electricity Company (Supplier) Address, P.O. Box, 1229, P.C.: 131 Al Hamriyah | أ- شركة كهرباء مزون ش.م.ع.م وأنه: ص.ب. ١٢٢٩، الرمز البريدي ١٣١ الحمرية |
| B- (the Customer) () Address _____ عنوانه: _____ Electricity Supply to customer's premise in _____ () | ب- (المشتري) () لتوصيل التيار الكهربائي لعقار المشترك في _____ () |
| ٢. عام | |
| 2-1 The supplier, and based on the customer's application shall provide a supply of Electricity to the customer at the connection point up a maximum of () KW in accordance with the terms of this connection and supply agreement | ١-٢ يلتزم المزود وبحسب طلب التوصيل من المشترك بتوفير الكهرباء للمستهلك عند نقطة توصيل حتى () ك واط كحد أقصى وذلك بموجب اتفاقية التوصيل والتزويد |
| 2-2 The customers shall a) maintain valid connection and supply agreement at all times and strictly comply with its terms. b) strictly use all electricity supplies for own use; and c) not supply any electricity to any other person or premises. | ٢-٢ المشترك يلتزم (أ) بالبقاء على اتفاقية التوصيل والتزويد سارية الصلاحية على الدوام ويتعهد بالاستجابة لشروطها (ب) يتعهد باستخدام الكهرباء لأغراضه فقط و (ج) عدم تزويد أي مشترك آخر بالكهرباء |
| ٣. Rights to vary terms of supply | |
| the supplier reserves the right to vary the terms of supply, including as a result of changes to permitted tariff, and shall notify the customer of any such change by the available and applicable means at least thirty (30) days prior to the implementation. | |
| يحتفظ المزود بحقه في تعديل شروط التزويد بما في ذلك الناتج من تغيير التعرفة المحددة، ويلتزم بإخطار المشترك بالوسائل المتوفرة والمتاحة خلال ثلاثين يوم (٣٠) يوماً قبل تطبيق التعديلات | |
| ٤. Supplier Responsibilities | |
| - Provide supply of electricity in accordance with the Terms and conditions of this Connection & Supply Agreement. - Provide the customer schedule of Approved Permitted Tariffs & details in request of the fees and charges relating to other Supply related services. - Notify the Customer about all procedures related to Complaints Handling Procedures, Customers with Special Needs Code of Practice and any other Codes related to Supply Services. - Provide the customer with the monthly consumption bill. - Inform the Customer of the planned outages by available means and restore the supply as quickly as is reasonably practicable for any emergency outages. - Notify the customer about any changes to the Approved Permitted Tariff. - Disconnecting the supply for any reason of non compliance with this connection & supply agreement or due to delay of bills payments. - Implementation of approved Tampering Penalty by AER Oman. | |
| - الالتزام بتوصيل الخدمة للعقار وفق ضوابط وقواعد هذه الاتفاقية. - تزويد المشترك عند الطلب بجدول التعرفة المعتمدة للتزويد وتفاصيل أية رسوم أخرى معتمدة بما في ذلك الرسوم المتعلقة بمتطلبات التوصيل. - تعريف المشترك بإجراءات النظر بالشكاوى وقواعد العمل للخدمة ذوي الاحتياجات وأي لوائح أو قواعد أخرى معتمدة تتعلق بخدمة المشترك. - تزويد المشترك بفاطورة الاستهلاك الشهري. - إخبار المشترك بأية إنقطاعات مبرمجة حسب الوسائل المتاحة وإعادة الوضع بأسرع وقت ممكن ومعتقولي لأي إنقطاعات خارجة عن الإرادة. - إخبار المشترك بأي تعديلات تطرأ على التعرفة. - قطع الخدمة في حالة عدم الالتزام بشروط التوصيل والتزويد ومن ضمنها حالات التأخر في سداد الفواتير. - تطبيق غرامات التلاعب بعددات الطاقة المعتمدة من هيئة تنظيم الكهرباء - عمان. | |
| ٥. Customer Responsibilities | |
| - Comply with the agreed connected load in this agreement and not to add any new load without prior approval from the supplier - Protect the Meter and inform the supplier for any defect - Allow the Company employees /agents to Check & inspect all installations & Meters - Pay the connection fees & Consumption Bills - Inform The Company in case of any change to internal wiring | |
| - الالتزام بالأحمال المتفق عليها بهذه الاتفاقية وعدم إضافة أي أحمال جديدة دون موافقة مسبقة من المزود - المحافظة على سلامة العداد والإبلاغ عنه في حالة تعطله - السماح لموظفي وكلاء المزود بفحص التركيبات الداخلية ومتابعة قراءة وكفاءة العداد - الموافقة على دفع الرسوم المقررة للتوصيل ودفع الاستهلاك الشهري بشكل منتظم - الإبلاغ عن أي تعديلات تطرأ على التوصيلات الداخلية | |
| ٦. Parties Signature | |
| In witness whereof, the parties have caused this agreement to be executed by their duly authorised representatives as of the date of service connections, () Signed for and on behalf of Mazoon Electricity Company SAOC (Supplier) (المزود) By _____ (Customers Services Incharge) Signed for and on behalf of (Customer Name) _____ (The Authorized) By _____ (Signature) _____ (Name: _____) | |
| بحضور الطرفين أو من ينوب عنهم تم عمل هذه الاتفاقية وتعتبر نافذة من تاريخ توصيل الكهرباء، () موقع لصالح ونيابة عن شركة كهرباء مزون ش.م.ع.م (المزود) بواسطة _____ (مسئول خدمات المشتركين) موقع لصالح ونيابة عن (اسم المشترك) _____ المخول بالتوقيع بواسطة _____ (الاسم) _____ | |

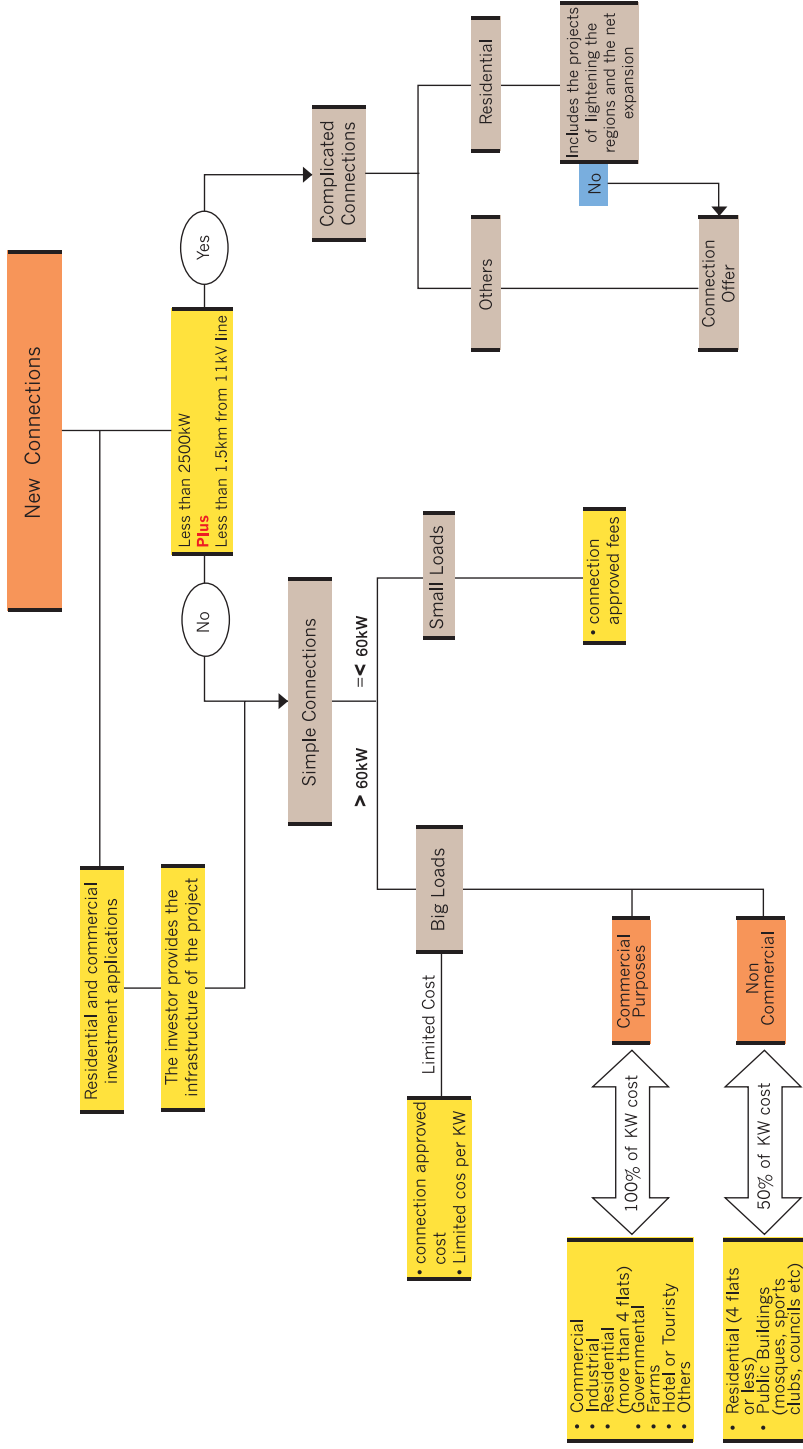


Appendix (4)

Diagram of New Connections Classification



Annex -1 : Connection Applications Classification Chart





Appendix (5)
Adoption Agreement Assets
of electricity distribution network





Mazoon Electricity Company SAOC

Adoption Agreement Assets of electricity distribution network

It has been agreed on/...../.....H, corresponding;/...../
Between

Mazoon Electricity Company (S.O.A.C), hereafter referred as First party

Address

P.O. Box: 1229

PC: 131-hamriyah

Phone: 968 24573400 - Sultanate of Oman

And

Mr....., hereafter referred as second party.

In virtual to the provisions of the Royal Decree No. 78/2004 regarding regularizing and privatizing the electricity sector and water and in accordance to the decision of transference approach and the supply and distribution license granted to the company by the Electricity Regulatory Authority, Oman, the responsibilities, commitments, revenues of the electricity supply and distribution have been transferred from Ministry of Housing, Electricity and Water to the company in its licensed areas in Al-Batinah South, Al-Dhakiliyah and Al- Sharqiyah. Since it is the company' responsibilities to finance, operate, maintenance and develop the distribution network owned by it in a secure way and as per the safety performance standards on the distribution network and based on the second party request No./...../.....to supply electricity service into your properties, which made the company to agree with you on the following conditions;-

First: - The above preamble is part of this agreement.

Second: detailed statement of the adopted assets to Mazoon Electricity Company per this agreement;-

| S | Item | Capacity | Unit | Quantity | Remarks |
|----|------|----------|------|----------|---------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |





Fourth: Second party commitments and rights

Article (1): Second party should obtain all the required licenses and approval from the concerned authorities to carry out the required tasks on the distribution network.

Article (2): Second party should adhere to the types and sizes of the certified materials- by Mazoon Electricity Company- to be used and fixed to carry out the required tasks on the distribution network.

Article (3): The contractor assigned by the second party to carryout required tasks on the distribution network must be certified by Mazoon Electricity Company and registered at distribution code review panel (DCRP).

Article (4): The second party undertakes to allow company staff to supervise the t work by inspecting and examining the materials fixed and used at any time during the work to ensure that the used materials are fixed properly and in accordance to the related technical specifications.

Article (5): The second party declares that the assets on the agreement are free of any material rights that conflict with ownership transference right i.e., Mortgages, seizure and utilization right.

Article (6): The second party undertakes not to interfere with the owner (the company) starting from the date of the agreement whether this interfere is by himself or by the new occupant of the property.

Article (7): The Second party has no right to dispose of the assets subject of the agreement in all ways starting from signing the agreement date.

Fifth: First party commitments and rights

Article (8): If the company convinced that the used materials are fixed in proper way and in accordance with the related technical specifications, the supply point to the distribution system can be activated.

Article (9):The first party is responsible to manage, operate, maintain and replace the covered assets in the agreement starting from signing the agreement date.

Article (10):The first party has the right to dispose of the assets on the agreement in all ways starting from signing the agreement date.

Article (11):The first party has the full right to connect other parties from the transferred assets as per this agreement and any modifications carried on it when required.

Article (12):This agreement was issued in two duplicated copies for each party to implement it.

First party
Mazoon Electricity Company (S.O.A.C)
Represented by.....

Second party
Citizen name:.....
ID No.:
Connected Plot No.:





Appendix (6)
Electricity Supply Application Form
for Major Customers



Electricity Supply Application Form

1. Applicant details

| | | |
|--|------------------|---------------|
| Name (If company to be same as in the C.R):..... | C.R No : | |
| Address; P.O Box :..... | Post code :..... | Road:..... |
| City/Town:..... | Wilayat:..... | Region :..... |
| Tel No :..... | Mobile No :..... | E-mail :..... |
| <input type="checkbox"/> Please send me my bill(s) to this address | | |

2. Mailing address (if different than above)

| | | |
|--|------------------|---------------|
| Address; P.O Box :..... | Post code :..... | Road:..... |
| City/Town:..... | Wilayat:..... | Region :..... |
| Tel No :..... | Mobile No :..... | E-mail :..... |
| <input type="checkbox"/> Please send me my bill(s) to this address | | |

3. Premises address (where electricity is to be provided)

| | | |
|--|------------------|---------------|
| Address; P.O Box :..... | Post code :..... | Road:..... |
| City/Town:..... | Wilayat:..... | Region :..... |
| Tel No :..... | Mobile No :..... | E-mail :..... |
| <input type="checkbox"/> Please send me my bill(s) to this address | | |

4. Type of supply (please Tick)

☐ New ☐ Additional ☐ Temporary (expected duration):... ☐ Other (please state).....

5. Category of premises (please Tick)

☐ Domestic ☐ Commercial ☐ Industrial ☐ Government ☐ Agriculture ☐ Tourism

Others (please specify)

6. Load details

Total connected load [K.w]..... Load details to be submitted separately.

7. Permitted Tariff and Connection Fees

- Permitted tariff structure is annexed in the supply agreement.
- Connection fees per meter are given below:

| Single Phase Meter | Three Phase Meter | Three Phase Meter with CT up to 500 KVA | Three Phase Meter with CT above 500 KVA |
|--------------------|-------------------|---|---|
| O.R 10 | O.R 40 | O.R 200 | O.R 500 |

Connection fees are non-refundable and does not includes the costs of meters, lines extensions, any other connection equipments or the labour charges.

8. Supply Interruption and Emergency

- Electricity supply interruptions and emergency services are available around the clock in all the regions.
- Please contact the regional department on the following contact numbers for the details of the nearest emergency services office.

| Region | South Batinah | Dakhiliyah | Sharqiyah |
|------------|-----------------|-----------------|-----------------|
| Tel | 26876174 | 25431278 | 25543941 |
| Fax | 26876386 | 25431372 | 25543088 |

9. Premises wiring contractor / Electrician details

| | | |
|--|--------------------|---------------------|
| I am the under signed responsible about the premises wiring and will accept any correction required as instructed by MZEC concerned staff. | | |
| Name : | Sponsor Name:..... | Wiring Reg.No:..... |
| Address;..... | P.O Box :..... | Post code :..... |
| City/Town :..... | Wilayat:..... | Region :..... |
| Tel No:..... | Mobile No:..... | |
| ----- Signature | ----- Date | ----- Stamp |

Signature

Date

Stamp



Appendix (7)
Electricity Connection Agreement
for Major Customers



Important Notes

- a) The applicant required to enclose with the application form the following :-
 - I. Proff of Identify
 - II. Korooki and molkiyya of the property
 - III. Load details
 - IV. Commercial registration certificate for commercial establishments.
- b) Supplier shall provide the applicant with slip of receiving the application
- c) The supply will be affected within 14 days provided:
 - I. No line extension or network modification is required.
 - II. Wiring fully certified by MZEC concerned staff.
 - III. Valid connection and supply agreements.
 - IV. Payment of connection fees.
- d) Any standby generation unit requires separate license from the Authority of Electricity Regulatory Oman.
- e) Customer required to inform the supplier of any additional load
- f) Customer responsible of paying all due consumption amount within 30 days of due date.

Dated

(1) MAZOOON ELECTRICITY COMPANY S.A.O.C.

(2) (.....)

ELECTRICAL CONNECTION AGREEMENT FOR



CONTENTS

| Clause | Heading |
|--------|---------------------------------------|
| 1. | DEFINITIONS AND INTERPRETATION |
| 2. | EFFECTIVE DATE |
| 3. | TERM OF THIS AGREEMENT |
| 4. | CONNECTION |
| 5. | CONNECTION FEE AND ANCILLARY SERVICES |
| 6. | ACCESS INTERFACE TERMS |
| 7. | TITLE TO ASSETS |
| 8. | METERING |
| 9. | COMPLIANCE WITH THE INDUSTRY CODES |
| 10. | PROTECTION EQUIPMENT |
| 11. | SAFETY RULES |
| 12. | SITE SPECIFIC TECHNICAL CONDITIONS |
| 13. | REPRESENTATIVES |
| 14. | MODIFICATIONS |
| 15. | NOTICE TO DECOMMISSION OR DISCONNECT |
| 16. | DISCONNECTION AND DE-ENERGISATION |
| 17. | DECOMMISSIONING |
| 18. | FORCE MAJEURE |
| 19. | TERMINATION |
| 20. | LIMITATION OF LIABILITY |
| 21. | ASSIGNMENT |
| 22. | CONFIDENTIALITY |
| 23. | EXPERT |
| 24. | ARBITRATION |
| 25. | GOVERNING LAW |
| 26. | NOTICES |
| 27. | MISCELLANEOUS |

SCHEDULES

| | |
|----|---------------------------------------|
| 1. | CONNECTION SITE DETAILS AND EQUIPMENT |
| 2. | SITE CAPACITY AND METERING |
| 3. | SITE SERVICES |
| 4. | SITE SPECIFIC TECHNICAL CONDITIONS |
| 5. | CONNECTION FEES |
| 6. | TERMINATION VALUES |

THIS CONNECTION AGREEMENT together with all Schedules attached hereto and made a part hereof, (the **"Agreement"**) is made and entered into in the city of Muscat in the Sultanate of Oman on by and

BETWEEN:

- (1) **MAZOOON ELECTRICITY COMPANY S.A.O.C.** having its postal address at P.O. Box 1229, Postal Code 131, Al Hamriya, Sultanate of Oman, (hereinafter, the **"Licensed Distribution System Operator"**)

AND

- (2) having its postal address at P.O. Box , Postal Code , Sultanate of Oman (hereinafter the **"System User"**).

WHEREAS:

This Agreement:

- (A) Establishes a framework between the Licensed Distribution System Operator and the System User to provide for, amongst other things:
- (a) Connection of the User Equipment at the Connection Site to the Distribution System;
 - (b) The payment by the System User to the Licensed Distribution System Operator of the Connection Fee;
- (B) Provides for the enforcement of the Distribution Code as between the Licensed Distribution System Operator and the System User; and
- (C) Sets out the terms and conditions upon and subject to which the Licensed Distribution System Operator and the System User have agreed that the System User shall connect to the Distribution System.



NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and its recitals, the following words and expressions, when used with capital initial letters, shall have the following meanings:

“Affected Party” has the meaning given to it in clause 18.1.

“Affected User Modification” has the meaning given to it in clause 14.3(b).

“Affiliate” means in respect of a party, any person which Controls (directly or indirectly) that party and any other person Controlled (directly or indirectly) by such first mentioned person, including, where a party is a company, the ultimate holding company of such party and any holding company of such party and any subsidiary (direct or indirect) of such holding company.

“Agreed Interest Rate” means the average of the weighted Average Interest Rate on Deposits (Total Deposits All Sectors: Rial Omani) published in the Monthly Statistical Bulletin of the Central Bank of Oman or such other publications agreed to by the parties, provided that, in respect of any Day for which there is no such rate available or the parties, are unable to agree such other publication, the applicable rate shall be that prevailing in respect of the last Day for which such rate was published in the Monthly Statistical Bulletin of the Central Bank of Oman.

“Ancillary Services” means the ancillary services to be provided by the System User and specified in paragraph 7 of Schedule 4.

“Applicable Licences” means any Licence held by the Licensed Distribution System Operator and by the System User.

“Appointor” has the meaning given to it in clause 23.3(c).

“Competent Authority” means any central, local or other Government authority (including regulatory authorities and administrative bodies) and any department, authority, ministry, commission, instrumentality or agency of the Government or any central, local or other governmental authority and any subdivision of any such authority, in each case, which has authority in relation to any matter which is the subject of this Agreement.

“Connection Date” means

“Connection Equipment” means Electric Plant and Electric Lines owned by the Licensed Distribution System Operator necessary to connect the User Equipment to the Distribution System which Electric Plant and Electric Lines comprises the equipment specified in paragraph 2.1 of Schedule 1 and associated cables and instrumentation as shown in electrical schematic format in Appendix 6 of Schedule 1.

“Connection Fee” means fees payable to or levied by the Licensed Distribution System Operator which fees shall be determined in accordance with this Agreement and the Distribution Licence and shall include fees payable in respect of works and provision and installation of Electric Plant, Electric Lines, and ancillary meters in constructing entry and exit points on the Distribution System, together with fees in respect of maintenance and repair of such items.

“Connection Point” means the point on the Distribution System to which the User System is connected, as described in paragraph 3 of Schedule 1.

“Connection Site” means the location described in paragraph 1 of Schedule 1 at which the User Equipment and the Connection Equipment required to connect the System User to the Distribution System are situated.

“Controls” means in respect of a person by another (and excluding any Lender or provider of finance), that that other (whether alone



or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):

- (a) Has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or of any other person which controls that person; or
- (b) controls or has the power to control the affairs and policies of that person or of any other person which controls that person; or
- (c) is the parent undertaking of that person or of any other person which controls that person; or
- (d) possesses or is, or will at a future date be, entitled to acquire:
 - (i) fifty one per cent (51%) or more of the share capital or issued share capital of, or of the voting power in, that person or any other person which controls that person; or
 - (ii) such part of the issued share capital of that person or any other person which controls that person as would, if the whole of the income of such person were in fact distributed, entitle him to receive fifty one per cent (51%) or more of the amount so distributed; or
 - (iii) such rights as would, in the event of the winding-up of that person or any other person which controls that person or in any other circumstances, entitle him to receive fifty one per cent (51%) or more of the assets of such person which would then be available for distribution

and, for those purposes, there shall be attributed to any person the rights or powers of any nominee or associate of his and the rights and powers of any one or more persons which he, or he and nominees or associates of his, control and **"Control"** and **"Controlled"** shall be construed accordingly.

“Day” means a period of twenty-four (24) consecutive Hours starting at 00:00 hours Oman time.

“Decommission” means cessation of use by the System User of User Equipment at the Connection Point for a continuous period of twelve (12) months and **“Decommissioning”** shall be construed accordingly.

“De-energisation” or **“De-energise(d)”** means the movement of any isolator, breaker or switch or the removal of any fuse or other means whereby no Electrical Energy can flow to or from the Distribution System through or to the User Equipment.

“Derogation” means a direction or other document issued by the Authority relieving a party from the obligation under its Licence or Exemption to comply with such parts of the Distribution Code or the Grid Code as may be specified in such direction and **“Derogated”** shall be construed accordingly.

“Disconnection” means permanent physical disconnection by the System User of User Equipment at the Connection Point which permits removal thereof from the Connection Point.

“Dispatch Instructions” means the instructions issued to the System User by the Licensed Transmission System Operator as to the operation or cessation of the System User’s Plant in accordance with the Grid Code.

“Distribution Code” means the code which the Licensed Distribution System Operator shall be required to implement and maintain pursuant to the terms of its Distribution Licence.

“Distribution Licence” means a Licence, to transport Electrical Energy by means of a Distribution System, which is granted pursuant to the Sector Law.



“Distribution System” means a system which: (i) is not the Transmission System; (ii) is used to transport Electrical Energy; (iii) consists (wholly or mainly) of medium voltage and low voltage Electric Lines and Electric Plant (namely, Electric Lines and Electric Plant with voltage levels of less than 132 kV) and (iv) which is used wholly or mainly for the transport of Electrical Energy to any land, building or structure occupied or used by a person.

“Effective Date” means the date on which this Agreement is effective (.....)

“Electrical Delivery Point” means the point at which Electrical Energy is delivered, located at the Connection Point.

“Electrical Energy” means electrical energy produced, flowing or supplied by an electric circuit during a time interval and being the integral with respect to the time of instantaneous power, measured in units of megawatt hours (MWh).

“Electrical Energy Delivered” means Electrical Energy which is delivered at the Electrical Delivery Point by the System User to the Licensed Distribution System Operator.

“Electric Lines” has the meaning given to it in the Distribution Code.

“Electric Plant” has the meaning given to it in the Distribution Code.

“Electricity Holding Company S.A.O.C.” means the company of that name established pursuant to the Sector Law.

“Exemption” means an exemption granted pursuant to Part V of the Sector Law for the purposes of exempting a person from the requirement to hold a Licence in relation to a Regulated Activity or from the requirement to comply with a particular condition or conditions of a Licence and **“Exempt”, “Exempted” and “Exemption Holder”** shall be construed accordingly.

“Expert” means an expert appointed in accordance with the provisions of clause 23.

“Force Majeure” means any act, event or occurrence or any combination of acts, events or occurrences 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) been avoided or overcome by the Affected Party, acting as a Reasonable and Prudent Operator;
- (c) could not have been (including by reasonable anticipation) or cannot reasonably be avoided or overcome by the Affected Party acting as a Reasonable and Prudent Operator;
and
- (d) prevents, hinders or delays the Affected Party in its performance of any (or any part of) its obligations under this Agreement,

each such act, event or occurrence or combination thereof being a **“Force Majeure Event”** provided that the events specified in clause 18.6 shall not constitute Force Majeure Events.

“Force Majeure Notice” has the meaning given to it in clause 18.1.

“Force Majeure Relief” has the meaning given to it in clause 18.5.

“Good Practice” means acting in good faith to perform obligations in accordance with the requirements of the Law and international good practice in the electricity industry.

“Government” means the Government of the Sultanate of Oman.

“Grid Code” means the code which the Licensed Transmission System Operator shall be required to implement and maintain pursuant to the terms of its Transmission Licence.



“Hour” means a period of sixty (60) consecutive minutes starting on the hour.

“ICC Rules” has the meaning given to it in clause 24.2.

“Industry Document” has the meaning given to it in clause 27.1.

“Initial Term” has the meaning given to it in clause 3.

“Law” means all legal requirements having effect in Oman, including requirements of or deriving from any Permit.

“Lender” means a third party financial institution (other than any Affiliate, a shareholder or any Affiliate of such shareholder) which provides loans or extends credit or other financing to a party for the purpose of that party’s business.

“Licence” means an authorisation to undertake a Regulated Activity issued by the Authority pursuant to the Sector Law.

“Licensed Distribution System Operator” or “System Operator” means Mazoon Electricity Company S.A.O.C. having its postal address at PO Box 1229, Postal Code 131, Al Hamriya, Sultanate of Oman.

“Licensed Distribution System Operator Event of Default” has the meaning given to it in clause 19.3.

“Licensed Transmission System Operator” means Oman Electricity Transmission Company S.A.O.C. having its postal address at PO Box 881, Postal Code 113, Muscat, Sultanate of Oman.

“Material Effect” means an effect causing a party to effect any works or to alter the manner of operation of the User Equipment or Connection Equipment, as appropriate, which in either case involves that party in incurring expenditure in excess of Rial Omani ten thousand (R.O. 10,000).

“Maximum Capacity” means the capacity of the Connection Site to take or deliver Electrical Energy which capacity, at the date of this Agreement, is as set out in paragraph 1 of Schedule 2 as the same may be amended from time to time in accordance with this Agreement.

“MHEW” means the Ministry of Housing, Electricity and Water of the Government.

“MNE” means the Ministry of National Economy of the Government.

“Modification” means any actual or proposed replacement, renovation, modification, alteration or construction by or on behalf of the System User or the Licensed Distribution System Operator to either the User Equipment or Connection Equipment, as appropriate, or the manner of its operation which has or may have a Material Effect on the other party at the Connection Point.

“Modification Application” means an application for a Modification.

“Modification Notification” means a notification in respect of a Modification issued by the Licensed Distribution System Operator to the System User.


“Modification Offer” means an offer by the Licensed Distribution System Operator to the System User in relation to any Modification including any revision or extension of such offer.

“Notice of Intent to Terminate” has the meaning given to it in clause 19.5.

“Obligation” has the meaning given to it in clause 6.5.

“Omani Business Day” means a day on which banks are open for business in Oman.





“Operational” means in relation to the User Equipment at the Connection Point, that the System User may use such User Equipment to undertake those acts and things capable of being undertaken by those persons connected to the Distribution System including the transportation of Electrical Energy from the User System to the Distribution System or the transportation of Electrical Energy from the Distribution System to the User System.

“Outage” means an event or circumstance which affects the System User’s ability to deliver or receive Electrical Energy.

“Permit” means any permission, Licence, authority, approval or consent of any Competent Authority and, where a Competent Authority is authorised to prohibit a proposal, the passing of the time limited for such prohibition without the proposal being prohibited.

“Planned Outage” means an Outage for annual maintenance or for the conduct of refurbishment works, testing and/or inspection of the User System by the System User, performed at a time agreed with the Licensed Transmission System Operator or the Licensed Distribution System Operator as applicable.

“Power and Water Procurer” means the Oman Power and Water Procurement Company S.A.O.C. having its postal address at P.O. Box 881, Postal Code 113, Muscat, Sultanate of Oman established pursuant to the Sector Law.

“Reasonable and Prudent Operator” means, in respect of a party, its acting in good faith to perform its contractual obligations hereunder and, in so doing and in the general conduct of its undertaking hereunder, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and internationally experienced operator complying with Good Practice and the Law, engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions and any references herein to the standard of a Reasonable and Prudent Operator shall be construed accordingly.

“Re-energise(d)” or “Re-energisation” means the movement of an isolator, breaker or switch or the insertion of any fuse or other means whereby Electrical Energy can flow to or from the Distribution System through or to the User Equipment.

“Regulated Activity” means each of the activities listed in Article (3) of the Sector Law.

“The Authority” means the body established pursuant to Article (19) of the Sector Law.

“Rights of Access” means those rights of access granted pursuant to clauses 6.1, 6.2 and 6.3.

“Rial Omani” or “R.O.” means the lawful currency of Oman.

“Safety Rules” has the meaning given to it in clause 11.2.

“Sector Law” means the Law for the Regulation and Privatization of the Electricity and Related Water Sector promulgated by Royal Decree 78/2004, as such law is amended from time to time.

“Site Specific Technical Conditions” means the performance and operating characteristics of the User System for which values are specified in paragraphs 1, 2, 3, 4, 5 and 6 of Schedule 4.

“System Interruption” means any failure or inability of the Licensed Distribution System Operator to receive Electrical Energy other than as a result of an event which is caused by the System User and which is not an event of Force Majeure for the System User.

“System User Event of Default” has the meaning given to it in clause 19.1.



“System User 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 System User; and/or
- (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 System User, where the order is not set aside or stayed within sixty (60) days.

“Term” has the meaning given to it in clause 3.

“Termination Value” means the values calculated in accordance with Schedule 6.

“Transfer Scheme” means the scheme which is to be determined, implemented and modified, as appropriate, by MNE in accordance with the provisions of the Sector Law, for the purposes of transferring certain of the physical assets, contracts, rights, and liabilities of MHEW in the manner, at the time or otherwise to the persons as prescribed in such scheme.

“Transmission Licence” means a Licence, to transport Electrical Energy by means of a Transmission System, which is granted pursuant to the Sector Law.

“Transmission System” means a system owned or operated by the Licensed Transmission System Operator for the transport of Electrical Energy, which system consists (wholly or mainly) of high voltage Electric Lines and Electric Plant (namely, Electric Lines and Electric Plant with a nominal voltage equal to or greater than 132 kV).

“User Equipment” means the equipment which is specified in paragraph 2.2 of Schedule 1.

“User System” means any system owned or operated by the System User comprising Electric Plant and Electric Lines operated by a person other than a holder of another Licence or an Exemption) and plant and apparatus connecting other systems of electric lines to any other User System.

“Water Purchase Agreement” means an agreement entered into between the Ministry of Housing, Electricity and Water (MHEW) of the Sultanate of Oman and the System User. pursuant to which MHEW agrees among other things, to purchase the Production Capacity and Output associated with the relevant Production Facilities.

“Wholly-owned by the Government” means in relation to both parties, that all, or the controlling share, of the issued shares in both parties are held by the Ministry of Finance of the Government or by the Electricity Holding Company S.A.O.C. or by another nominee of the Government or by any entity which is itself Wholly-owned by the Government.

1.2 Unless the context of this Agreement otherwise requires:

- (a) the headings of clauses are for convenience only and shall be ignored in constructing this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words of any gender include each other gender;
- (d) references to clauses, and Schedules are references to clauses and Schedules of this Agreement and references to paragraphs, Appendices, Tables and Figures are references to paragraphs, appendices, tables and figures of and to the Schedules to this Agreement;
- (e) all periods of time shall be based on, and computed according to, the Gregorian calendar;



- (f) "person" includes an individual partnership, company (as defined in the Commercial Companies Law, No. 4/74, as amended), firm, trust, body corporate, government, government body, authority, emanation, agency, instrumentality, unincorporated body or an association;
- (g) the terms "hereof", "herein," "hereunder" and similar words refer to this entire Agreement and not to any particular clause, section, Schedule or any other subdivision of this Agreement;
- (h) references to a "party" or "the parties" are references to either the Licensed Distribution System Operator or the System User or both, as appropriate; and
- (i) any reference to any Law, or Industry Document is a reference to such law or industry document as may be amended, modified, varied or replaced from time to time.

2. EFFECTIVE DATE

2.1 The parties' obligations hereunder shall commence on and from the Connection Date.

3. TERM OF THIS AGREEMENT

This Agreement shall commence on the Connection Date and shall (except as expressly provided otherwise in this Agreement) remain in force for an initial period of twenty-five (25) years if the System User is the holder of a Licence or an Exemption (the **"Initial Term"**) and shall continue in force beyond the expiry of the Initial Term unless and until either party terminates this Agreement on six (6) month's prior notice to the other provided that no such notice shall take effect before the expiry of the Initial Term (the **"Term"**).

4. CONNECTION

- 4.1** The System User shall have the right for the User Equipment to be and remain connected to the Distribution System at the Connection Point from the Connection Date and there after for the remainder of the Term.
- 4.2** The System User shall have the right for the User Equipment at the Connection Site to be and to remain Operational from the Connection Date for the remainder of the Term subject to the terms of this Agreement.
- 4.3** From the Connection Date, the System User shall keep the User Equipment connected to the Distribution System until Decommissioning or Disconnection is permitted in accordance with this Agreement.
- 4.4** The System User shall not operate the User Equipment such that any part of it exceeds its Maximum Capacity save as expressly permitted or instructed (with the System User's agreement) by the Licensed Distribution System Operator or pursuant to the Distribution Code when implemented or as may be necessary or expedient when acting as a Reasonable and Prudent Operator.
- 4.5** Data of a technical or operational nature collected, recorded or otherwise generated pursuant to this Agreement shall be deemed data lodged pursuant to the Distribution Code to the extent that the Distribution Code when implemented so requires.
- 4.6** From the Connection Date, the Licensed Distribution System Operator shall use reasonable endeavours to maintain the Connection Equipment at the Connection Site in such condition as to enable the passing of Electrical Energy up to the Maximum Capacity between the User Equipment and the System.



4.7 The System User undertakes to the Licensed Distribution System Operator that the System User shall, at all times from the Connection Date and thereafter for the remainder of the Term:

- (a) Co-ordinate Planned Outages with the Licensed Distribution System Operator in accordance with the Distribution Code;
- (b) perform the work agreed in respect of each Planned Outage;
- (c) notify the Licensed Distribution System Operator of any Outage which is not a Planned Outage as soon as reasonably practicable after the occurrence thereof or after the System User reasonably anticipates that such an Outage shall occur; and
- (d) comply with such Dispatch Instructions as are applicable to it.

4.8 The Licensed Distribution System Operator agrees with the System User to make available, plan, develop, operate and maintain the Distribution System in accordance with the Distribution Licence and with the Grid Code and or the Distribution Code subject to any Derogations from time to time issued by the Authority, in each case to the extent necessary for the safe operation of the Distribution System and to enable the System User to perform its own statutory and Licence obligations.

5. CONNECTION FEE AND ANCILLARY SERVICES

5.1 The System User shall pay to the Licensed Distribution System Operator the Connection Fee in accordance with Schedule 5. The Licensed Distribution System Operator shall not be required to pay for Ancillary Services if the System User and the Power and Water Procurer are party to a power purchase agreement or a power and water purchase agreement..

- 5.2** The System User shall not be entitled to make any deduction or set off or counterclaim from any amount due to the Licensed Distribution System Operator hereunder (other than as required by Law or as provided in this Agreement).
- 5.3** All payments hereunder shall be made by bank telegraphic transfer or such other form of payment as shall be approved by the Licensed Distribution System Operator to the account number, bank and branch from time to time specified by the Licensed Distribution System Operator or in the case of sums payable to the System User the account number, bank and branch of the System User from time to time specified by the System User.
- 5.4** If any party fails to pay on the due date any amount properly due under this Agreement such party shall pay to the party to whom such amount is due interest on such overdue amount from and including the date of such failure to pay (but excluding) the date of actual payment at the Agreed Interest Rate plus one and a half per cent (1.5%) and interest shall accrue from day to day (and shall be compounded annually).
- 5.5** If upon the request of the System User the Authority determines that the Connection Fees payable by the System User (including any variations thereof) have not been calculated strictly in accordance with the terms of the statement of charges produced in accordance with the Distribution Licence (such statement setting out the basis upon which the Connection Fee will be calculated), the Licensed Distribution System Operator shall pay to the System User an amount which is equal to the amount (if any) by which the System User has been overcharged as a result, together with interest thereon at the Agreed Interest Rate plus one and half per cent (1.5%) from the date upon which such charges were paid until the date of payment of such interest (which interest shall accrue from day to day and shall be compounded annually).



6. ACCESS INTERFACE TERMS

- 6.1** The Licensed Distribution System Operator shall grant or procure the grant to the System User of such Rights of Access to the User Equipment on the Licensed Distribution System Operator's land as the System User reasonably requires to operate, maintain, test, remove, modify or repair the same. Details relating to the Licensed Distribution System Operator's responsibilities are specified in paragraph 1 of Schedule 3 and paragraph 4 of Schedule 1.
- 6.2** The System User shall grant to the Licensed Distribution System Operator, such Rights of Access to the Connection Equipment over the System User's land as the Licensed Distribution System Operator reasonably requires to:
- (a) De-energise or Re-energise; and
 - (b) construct, install, test, operate, maintain, replace, modify or repair the Connection Equipment.
- 6.3** The Licensed Distribution System Operator shall grant to the System User such Rights of Access as the System User reasonably requires to read meters. The System User shall grant to the Licensed Distribution System Operator such Rights of Access as the Licensed Distribution System Operator reasonably requires to read meters.
- 6.4** The System User undertakes to the Licensed Distribution System Operator to maintain and provide security and safety in accordance with the Safety Rules in relation to the Connection Equipment situated on the Site.
- 6.5** Each party shall procure that, as between the parties, all reasonable and necessary steps are taken, as and when necessary or desirable, in co-operation with the other (and, so far as applicable, with any third party), to ensure compliance with the provisions (each such provision or part thereof being in this clause 6.5 an "**Obligation**") of:

- (a) all Laws applicable to the Connection Equipment and/or the User System and/or any part (including the whole) of the Connection Site and/or land owned by the Licensed Distribution System Operator and/or by the System User;
- (b) any Law which may affect any other property (of whatever nature) of either party as a result of the existence,nature, location or manner of operation of the Connection Equipment and/or the User Equipment; and
- (c) any Law requiring the reporting of any occurrence relating to or affecting the Connection Equipment and/ or the User Equipment and/or the Connection Site.

6.6 Each party shall, so far as it is aware of the same, unless it has reasonable grounds for believing that the other party possesses the information, keep the other party informed of all matters relating to any Obligation or potential Obligation and/or the extent to which such Obligation may be applicable.

6.7 The Rights of Access shall include the right to bring on to the relevant land such vehicles, plant, machinery and maintenance or construction materials as shall be reasonably necessary for the purposes of such Right of Access.

6.8 The Rights of Access may be exercised by any person, including third party contractors, reasonably nominated from time to time by the grantee of such Rights of Access and to the extent (if any) that any particular authorisation or clearances may be required to be given by the grantor and the procedures for giving and obtaining the same are not for the time being stipulated in arrangements made pursuant to clause 6.9, the same shall be given within a reasonable time from the date of the request therefor, save in the case of emergency in which case it shall be given without delay



6.9 The parties shall procure that all reasonable arrangements and provisions are made and/or revised from time to time, as and when necessary or desirable, to facilitate the safe exercise of any Right of Access with the minimum of disruption, disturbance or inconvenience to both parties and such arrangements and provisions may, to the extent that the same is reasonable, limit or restrict the exercise of the Right of Access and/or provide for one party to make directions or regulations from time to time in relation to a specified matter, and matters to be covered by such arrangements and/or provision include:

- (a) the identification of any relevant assets;
- (b) the particular access routes applicable to the land in question having particular regard for the weight and size limits on those routes;
- (c) any limitations on times of exercise of a Right of Access on safety grounds;
- (d) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such Rights of Access, and procedures for obtaining the same;
- (e) the means of communication to the other party and all employees and/or contractors who may be authorised from time to time by that party to exercise a Right of Access of any relevant directions or regulations made by one party; and
- (f) the identification of and arrangements applicable to emergency personnel, and each party shall procure that any such arrangements and/or provisions (or directions or regulations issued pursuant thereto) made from time to time between the parties shall be observed and performed by it and all persons authorised by it to exercise any Right of Access.

6.10 The grantee of any Right of Access shall procure that all reasonable steps are taken in the exercise of any Right of Access to:

- (a) avoid or minimise damage to the grantor's land, or any other property thereon or therein; and
- (a) cause as little disturbance and inconvenience as possible to the grantor or other occupier of the grantor's land,


and shall promptly make good any damage caused to the grantor's land and/or such other property in the course of the exercise of such rights and shall indemnify the other party against all actions, claims, proceedings, losses, costs and demands arising out of such exercise.

6.11 Subject to clause 6.10, Rights of Access shall be exercisable free of any charge or payment of any kind.

6.12 Unless otherwise permitted by the Grid Code, the Distribution Code or this Agreement, each party agrees that neither it nor its agents, contractors, employees and invitees will interfere in any way with any of the other party's assets without the consent of the other party. For the purposes of this clause 6.12, "interfere" shall include:

- (a) disconnection or altering the connection of any asset to any system of cables, foundations, pipes, drains or other media to which it may be connected from time to time or to prevent supply of any substance or thing through such connected system;
- (b) affixing or removing any item or substance of any nature whatsoever to or from any asset;
- (c) damage to any asset;
- (d) allowing any other person to interfere with any asset;
- (e) altering any metering equipment, valves or settings on any asset; and
- (f) the obstruction of access to any asset save as permitted otherwise by this Agreement.



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- 6.12** The obligations contained in clause 6.12 shall be suspended to the extent that emergency action is taken by emergency personnel in good faith to protect the health and safety of persons or to prevent damage to property and all reasonable care shall be taken in the course of such emergency action provided that when the emergency has ended, any damaged property will be reinstated by the party whose asset gave rise to the emergency, save for damage occurring by reason of lack of reasonable care in the course of the emergency action which shall be the responsibility of the party taking the emergency action.

7. TITLE TO ASSETS

- 7.1** The division of ownership between the User Equipment and the Connection Equipment shall be located at the Connection Point.
- 7.2** For the avoidance of doubt, nothing in this Agreement shall effect any transfer of ownership in any asset.

8. METERING

- 8.1** Metering details for both parties are specified in paragraph 2 of Schedule 2 and in paragraph 3 of Schedule 4.
- 8.2** The Licensed Distribution System Operator consents to the System User having access to and shall provide copies of all meter readings taken from meters for other purposes specified in the Grid Code.
- 8.3** In respect of meters owned by one party and in respect of which access and rights to deal with such meters are not set down in any other document, the parties shall grant each other such access and other rights as are reasonably necessary to enable them to perform their obligations under this Agreement and the Grid Code and the parties shall take such action as may be necessary to regularise the position forthwith thereafter.

9. COMPLIANCE WITH THE INDUSTRY CODES

- 9.1** Subject to clause 9.2, each party agrees to be bound by and to comply in all respects with the provisions of the Grid Code and the Distribution Code in so far as applicable to that party.
- 9.2** Neither party need comply with the Grid Code or the Distribution Code to the extent (if any) that the Authority has issued a Derogation relieving that party from the obligation under its respective Licence or Exemption to comply with the Grid Code or the Distribution Code.
- 9.3** If and to the extent any of the provisions of the Grid Code or the Distribution Code conflicts with the terms of this Agreement, the Grid Code or the Distribution Code shall prevail.

10. PROTECTION EQUIPMENT

The parties shall record the respective protection and control relay settings and fault clearance times to be operated by each of them in paragraph 2 of Schedule 4 and shall ensure that at all times during the Term the parties maintain these settings and clearance times in accordance with the standards of a Reasonable and Prudent Operator.

11. SAFETY RULES

- 11.1** The parties shall, before or within seven (7) days of the Connection Date, agree procedures for the co-ordination of safety matters and nominate a representative to be responsible for safety matters. Thereafter, each party may nominate a representative from time to time to be responsible for safety matters.



11.2 Each party shall supply to the other party a copy of its safety rules (electrical) and its safety rules (mechanical) ("**Safety Rules**") seven (7) days after the Connection Date and thereafter such Safety Rules as are applicable from time to time

11.3 All work, including Decommissioning, Disconnection, De-energisation, Re-energisation or connection of the User Equipment and/or Connection Equipment will be undertaken in accordance with the current procedures of whichever of the Safety Rules of the System User or the Licensed Distribution System Operator (as appropriate) apply to the User Equipment and/or Connection Equipment concerned.

12. SITE SPECIFIC TECHNICAL CONDITIONS

12.1 The System User shall use reasonable endeavours to ensure that, during the Term the User Equipment shall continue to comply with the Site Specific Technical Conditions.

12.2 If either party wishes to modify, alter or otherwise change the Site Specific Technical Conditions and such modification, alteration or change does not constitute a Modification then it may undertake such modification, alteration or change upon obtaining the agreement of the other party such agreement not to be unreasonably withheld or delayed.

13. REPRESENTATIVES

Each party shall nominate a representative who shall be fully authorised to make binding decisions on its behalf for the purposes of this Agreement.

14. MODIFICATIONS

14.1 No Modification may be made by or on behalf of the System User or the Licensed Distribution System Operator otherwise than in accordance with the provisions of this clause 14 and subject always to the Grid Code and to the Distribution Code.

14.2

- (a) If the System User wishes to make a Modification, it shall complete and submit to the Licensed Distribution System Operator a Modification Application, comply with the terms thereof and give to the Licensed Distribution System Operator, promptly, upon request by the Licensed Distribution System Operator, such other information in relation to the Modification as the Licensed Distribution System Operator shall reasonably require to consider the Modification Application.
- (b) Subject to the Modification Application containing all such information as the Licensed Distribution System Operator may reasonably require for the purpose of formulating a Modification Offer, the Licensed Distribution System Operator shall make the Modification Offer to the System User as soon as practicable and in any event not more than two (2) months after receipt by the Licensed Distribution System Operator of the Modification Application provided that the Modification Offer shall include details of any variations the Licensed Distribution System Operator proposes to make to this Agreement insofar as it relates to the Connection Point and the Licensed Distribution System Operator and the System User shall discuss in good faith the implications of the proposed Modification.
- (c) The Modification Offer shall remain open for acceptance for three (3) months from the date of its receipt by the System User.



- (d) The System User may, within three (3) months of receipt of the Licensed Distribution System Operator's Modification Offer either:
 - (i) accept the Modification Offer by signing and returning to the Licensed Distribution System Operator the Modification Offer; or
 - (ii) notify the Licensed Distribution System Operator that it rejects the Modification Offer, in which case either:
 - (aa) the System User may refer the matter to the Authority who may make such determination as it deems appropriate; or
 - (bb) if the System User does not refer the matter to the Authority within the aforementioned three (3) month period, the matter shall be at an end (and the proposed Modification shall not take effect).
- (e) The System User shall indemnify the Licensed Distribution System Operator from and against all cost and expenses necessarily incurred by the Licensed Distribution System Operator in undertaking works in respect of such Modification provided that the System User shall only be required so to indemnify the Licensed Distribution System Operator to the extent such costs and expenses exceed Rial Omani five thousand (R.O. 5,000).
- (f) For the purposes of a claim under clause 14.2(e), the Licensed Distribution System Operator shall be required to provide such supporting evidence (including purchase order details and supplier invoices) of costs and expenses incurred by the Licensed Distribution System Operator in undertaking works in respect of such Modification as the System User may reasonably require.
- (g) If the Modification Offer is accepted by the System User then this Agreement insofar as it relates to the Connection Point shall be varied to reflect the terms of the Modification Offer.

14.3

- (a) If the Licensed Distribution System Operator wishes to make a Modification to the Distribution System, the Licensed Distribution System Operator shall complete and submit to the System User a Modification Notification and shall advise the System User of any works which the Licensed Distribution System Operator reasonably believes that the System User may have to carry out as a result.
- (b) If the System User considers that it shall be required to make a Modification (an **"Affected User Modification"**) as a result of the Modification proposed, the System User may, not later than three (3) months, after receipt of the Modification Notification, complete and submit a Modification Application to the Licensed Distribution System Operator and comply with the terms thereof.
- (c) The Licensed Distribution System Operator shall indemnify the System User from and against all costs and expenses necessarily incurred by the System User in undertaking works in respect of such Affected User Modification provided that the Licensed Distribution System Operator shall only be required so to indemnify the System User to the extent such costs and expenses exceed Rial Omani five thousand (R.O. 5,000).
- (d) For the purposes of a claim under clause 14.3(c), the System User shall be required to provide such supporting evidence (including purchase order details and supplier invoices) of costs and expenses incurred by the System User in undertaking works in respect of such Affected User Modification as the Licensed Distribution System Operator may reasonably require.

- 14.4** The Licensed Distribution System Operator undertakes to the System User to provide all advice and assistance reasonably requested by the System User to enable the System User adequately to assess the implications (including the feasibility)



of making a Modification to the User Equipment or the Use's System (whether such Modification is to be made at the request of the Licensed Distribution System Operator or of the System User).

14.5 If the proposed Modification by the System User is or may be required as a result of a Modification proposed by the Licensed Distribution System Operator then the Licensed Distribution System Operator shall provide such advice and assistance free of charge.

14.6 If the proposed Modification is or may be proposed by the System User, the Licensed Distribution System Operator may charge the System User reasonable charges for such advice and assistance.

14.7 When giving such advice and assistance in accordance with this clause 14 the Licensed Distribution System Operator shall act as a Reasonable and Prudent Operator in providing such advice and assistance.

15. NOTICE TO DECOMMISSION OR DISCONNECT

The System User shall give to the Licensed Distribution System Operator not less than six (6) months' written notice of any intention of the System User either to Decommission or to Disconnect any User Equipment at the Connection Site.

16. DISCONNECTION AND DE-ENERGISATION

If notice to Disconnect is given by the System User pursuant to clause 15, the System User may upon expiry of the period specified in such notice, and not before, Disconnect the User Equipment and where following such Disconnection the System User has no User Equipment connected to the Distribution System then at the expiry of such period this Agreement will terminate.

16.2 Within six (6) months of the date of such Disconnection or termination, or such longer period as may be agreed between the parties, the parties shall by arrangement with each other remove any of the User Equipment and the Connection Equipment on the other party's land.

16.3 If, in the reasonable opinion of the Licensed Distribution System Operator, the condition or manner of operation of the Distribution System or the User's System poses an immediate threat of injury or material damage to any person or to the System or to any User's System the Licensed Distribution System Operator shall have the right to De-energise the User Equipment if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.

16.4 If, in the reasonable opinion of the System User, the condition or manner of operation of the Distribution System or any User's System, poses an immediate threat of injury or material damage to any person or to the User's System, the System User shall have the right to De-energise the User Equipment if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.

16.5 The Licensed Distribution System Operator or, as the case may be, the System User shall Re-energise the User Equipment at the Connection Site as quickly as practicable after the circumstances leading to any De-energisation under this clause 16 have ceased to exist.

16.6 If the System User is in breach of any of the provisions of this Agreement or the Grid Code and/or the Distribution Code and such breach causes or can reasonably be expected to cause a material adverse effect on the business or condition of the Licensed Distribution System Operator or other users or the Distribution System or other User's Systems then the Licensed Distribution System Operator may:



- (a) where the breach is capable of remedy, give written notice to the System User specifying in reasonable detail the nature of the breach and requiring the System User to remedy the breach within twenty-eight (28) days after receipt of such notice or within any longer period agreed between the Licensed Distribution System Operator and the System User, the agreement of the Licensed Distribution System Operator not to be unreasonably withheld or delayed; or
- (b) where the breach is incapable of remedy, give written notice to the System User specifying in reasonable detail the nature of the breach and the reasons why the breach is incapable of remedy and requiring the System User within five (5) Omani Business Days after receipt of such notice to undertake to the Licensed Distribution System Operator not to repeat the breach.

Any notice issued pursuant to this clause 16.6 shall promptly be copied to the Authority.

16.7 Whenever the Licensed Distribution System Operator serves a notice on the System User pursuant to clause 16.6, the Licensed Distribution System Operator and the System User shall discuss in good faith and without delay the nature of the breach and each shall use all appropriate procedures available to it under the Grid Code and the Distribution Code (including testing rights and the procedures set out in the Grid Code and the Distribution Code in relation to testing and monitoring) in an attempt to establish as quickly as reasonably practicable a mutually acceptable way of ensuring future compliance by the System User with the relevant provision of the Grid Code and the Distribution Code.

16.8 If:

- (i) the System User fails to comply with the terms of any valid notice served on it by the Licensed Distribution System Operator in accordance with clause 16.6(a)

or is in breach of any undertaking given in accordance with clause 16.6(b) and such breach causes or can be reasonably expected to cause a material adverse effect on the business or condition of the Licensed Distribution System Operator or other users or the Distribution System or other User's Systems; or

- (ii) five (5) Omani Business Days have elapsed since the date of any valid notice served on the System User in accordance with clause 16.6(b) and no undertaking is given by the System User in accordance therewith; the Licensed Distribution System Operator may, provided the Licensed Distribution System Operator has first complied with the Grid Code (in relation to testing and monitoring) and the Distribution Code, if appropriate, De-energise the User Equipment upon the expiry of at least twenty four (24) Hours prior notice to the System User, provided that at the time of expiry of such notice the breach concerned remains unremedied and there is no dispute. Following final determination of a dispute in the Licensed Distribution System Operator's favour, the Licensed Distribution System Operator may De-energise the User Equipment forthwith.

16.9 If a breach of the nature referred to in clause 16.6 continues to the extent that it places or seriously threatens to place in the immediate future the Licensed Distribution System Operator in breach of its Licence, the Licensed Distribution System Operator may De-energise the User Equipment upon the expiry of at least two (2) Hours prior notice to the System User, provided that at the time of expiry of such notice the breach concerned remains unremedied.

16.10 If, following any De-energisation pursuant to this clause 16, the System User applies to the Licensed Distribution System Operator for the User Equipment to be Re-energised and is refused or is offered terms which the System User does not accept, the System User may refer the matter for determination in accordance with clause 23.



16.11 If the System User accepts any terms offered by the Licensed Distribution System Operator or settled by the arbitrator, the Licensed Distribution System Operator shall Re-energise the User Equipment forthwith after any request from the System User for the Licensed Distribution System Operator to do so.

16.12 If the breach which led to any De-energisation pursuant to this clause 16 remains unremedied at the expiry of at least sixty (60) Days after the date of such De-energisation, the Licensed Distribution System Operator may declare by notice in writing to the System User that such breach has become a System User Event of Default provided that all disputes arising out of the subject-matter of this clause 16 which are referred to arbitration have then been finally determined in favour of the Licensed Distribution System Operator.

17. DECOMMISSIONING

17.1 If notice to Decommission is given by the System User under clause 15, the System User may upon expiry of the period specified in such notice and not before, Decommission the User Equipment provided that this Agreement shall not terminate and all Connection Fees payable by the System User under this Agreement shall continue to be payable in full.

17.2 If and when the System User wishes to recommission, it shall give the Licensed Distribution System Operator not less than three (3) months' written notice unless a shorter period is agreed between the System User and the Licensed Distribution System Operator.

18. FORCE MAJEURE

18.1 Where either party (the **"Affected Party"**) believes that its performance of its obligations under this 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, constitute 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:

- (a) the act, event or circumstance or combination thereof which, in the reasonable opinion of the Affected Party, constitute(s) or will constitute a Force Majeure Event;
- (b) the impact of such act, event or circumstances or combination thereof on the Affected Party's obligations under this Agreement;
- (c) 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
- (d) 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 on its performance hereunder.

18.2 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.



18.3 The other party shall, upon receipt of a Force Majeure Notice, be entitled 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.

18.4 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 (1) sixty (60) Days after the receipt by the other party of the Force Majeure Notice and (2) thirty (30) Days after the receipt by the Affected Party of the additional information in accordance with clause 18.3, either party shall be entitled to refer the matter to an arbitration in accordance with clause 24 of this Agreement.

18.5 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:

- (a) is caused by such Force Majeure Event; and
- (b) could not have been mitigated by the Affected Party acting as a Reasonable and Prudent Operator.

18.6 The following shall not constitute a Force Majeure Event:

- (a) any inability or failure to pay money;
- (b) 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 acting as a Reasonable and Prudent Operator prior to the Connection Date;

- (c) 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;
- (d) a failure by a contractor or any other third party which results in a failure by the Affected Party under this 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 Agreement; and
- (e) any inability to raise finance.

19. TERMINATION

19.1 Upon the occurrence of any of the events specified in clause 19.2 ("**System User Event of Default**") that is not cured within the applicable cure period (if any) the Licensed Distribution System Operator may, at its option, initiate termination of this Agreement in accordance with the termination procedures in clauses 19.5 and 19.6, provided however, that no such event shall be a System User Event of Default hereunder:

- (a) if it results from a breach by the Licensed Distribution System Operator of this Agreement; or
- (b) if it occurs as a result of or in connection with a Force Majeure Event.

19.2 In addition to the event specified in clause 16.12, each of the following shall constitute a System User Event of Default:



- (a) any event of System User Insolvency;
- (b) any failure by the System User to make any payments required to be made hereunder, where the amount due and unpaid exceeds the higher of (a) Rial Omani one thousand (R.O. 1,000) and (b) Rial Omani one hundred (R.O. 100) times the Maximum Capacity and such failure to pay has continued for more than ninety (90) Days from the due date in respect of any such payment;
- (c) if the System User has its Licence or Exemption revoked or ceases to carry on its business in the licensed or Exempt activities at the Connection Site.

19.3 Upon the occurrence of any of the events specified in clause 19.4 ("**Licensed Distribution System Operator Event of Default**") that is not cured within the applicable cure period (if any) the System User may, at its option, initiate the termination procedures set out in clauses 19.5 and 19.6 below provided, however, that no such event shall be a Licensed Distribution System Operator Event of Default hereunder:

- (a) if it results from a breach by the System User of this Agreement; or
- (b) if it results from a System Interruption which could not be avoided by the Licensed Distribution System Operator acting as a Reasonable and Prudent Operator; or
- (c) if it occurs as a result of or in connection with a Force Majeure Event.

19.4 Each of the following shall constitute a Licensed Distribution System Operator Event of Default:

- (a) the dissolution, pursuant to law, of the Licensed Distribution System Operator except for an amalgamation, reorganization, reconstruction, or

privatisation of the Licensed Distribution System Operator where, in any such case, all of the Licensed Distribution System Operator's obligations under this Agreement and any related agreements are retained by, assigned pursuant to applicable Law to, or are contractually assumed through novation by, one or more entities, each of which has the legal capacity and appropriate technical, commercial and financial ability to perform such obligations;

- (b) any other material breach by the Licensed Distribution System Operator of this Agreement that is not remedied within thirty (30) Days after notice from the System User to the Licensed Distribution System Operator, which notice states that a material breach of this Agreement has occurred that could result in the termination of this Agreement, identifies the breach in question in reasonable detail and demands remedy thereof.

19.5 If a System User Event of Default or a Licensed Distribution System Operator Event of Default, as the case may be, is not cured within the cure period provided for hereinabove (if any), then the Licensed Distribution System Operator or the System User, as appropriate may, at its option, initiate termination of this Agreement by delivering a written notice ("**Notice of Intent to Terminate**") of its intent to terminate this Agreement to the defaulting party. The Notice of Intent to Terminate shall specify in reasonable detail the System User Event of Default or the Licensed Distribution System Operator Event of Default, as the case may be, giving rise to the Notice of Intent to Terminate.

19.6 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 notifying party may terminate this Agreement with immediate effect by written notification to the defaulting party:



- (a) the provision of Clause 16.12 shall apply; and
- (b) if this Agreement is terminated due to a System User Event of Default, the System User shall be obliged to pay to the Licensed Distribution System Operator forthwith the Termination Value applicable to the Connection Site.

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

20. LIMITATION OF LIABILITY

20.1 Subject to clause 20.5 and save where any provision of this Agreement provides for an indemnity, each party agrees and acknowledges that no party (the "Party Liable") nor any of its officers, employees or agents shall be liable to the other party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as likely to occur in the ordinary course of events from such breach in respect of:

- (a) physical damage to the property of the other party or its respective officers, employees or agents; and/or
- (b) the liability of the other party to any other person for loss in respect of physical damage to the property of any other person.

20.2 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified the other party, its officers, employees or agents, from and against all such and any loss or liability to which the other party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

20.3 Subject to clause 20.5 and save where any provision of this Agreement provides for an indemnity, neither the Party Liable nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other party for:

- (a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- (b) any indirect or consequential loss; or
- (c) loss resulting from the liability of the other party to any other person howsoever and whensoever arising save as provided in clause 20.1(b) and 20.2.

20.4 The rights and remedies provided by this Agreement to the parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by law in respect of the subject matter of this Agreement, including without limitation any rights either party may possess under general law which shall include actions brought in negligence and/or nuisance and accordingly, each of the parties hereby waives to the fullest extent permitted by Law all such rights and remedies provided by law, and releases the other party which is liable to another (or others), its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.

20.5 Save as otherwise expressly provided in this Agreement, this clause 20 insofar as it excludes or limits liability shall override any other provision in this Agreement provided that nothing in this clause 20 shall exclude or restrict or otherwise prejudice or affect any of:



- (a) the rights, powers, duties and obligations of either party which are conferred or created by the Law or a Licence or an Exemption; or
- (b) the rights, powers, duties and obligations of the Authority under the Law, a Licence or an Exemption as appropriate or otherwise howsoever.

20.6 Each of the provisions of this clause 20 shall:

- (a) be construed as a separate and severable contract term, and if one or more of such clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such provisions shall remain in full force and effect and shall continue to bind the parties; and
- (b) survive termination of this Agreement.

21. ASSIGNMENT

- 21.1** Subject to clauses 21.2 and 21.3, neither party may assign, transfer or otherwise dispose of or encumber all or any part of its rights and/or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 21.2** Either party may assign its rights under this Agreement for the purpose of providing security to Lenders for senior debt.
- 21.3** The Licensed Distribution System Operator may assign any or all of its rights and obligations under this Agreement to any person which is responsible for the operation, maintenance and development of the Distribution System.
- 21.4** If requested by either party, the other party shall, in good faith, negotiate a direct agreement with the requesting party and enter into it with the Lenders.

22. CONFIDENTIALITY

22.1 Each party shall treat as confidential and shall not, without obtaining the prior written approval of the other party, disclose to any person the provisions of this Agreement or any information supplied or made available for examination or otherwise disclosed hereunder to such party by the other.

22.2 Notwithstanding the provisions of clause 22.1, information may be disclosed without the other party's consent:

- (a) to a Competent Authority;
- (b) to Lenders;
- (c) by a party to its directors, officers, employees, agents and technical and professional advisers and any Affiliate of such party who reasonably require such information in the course of their duties and responsibilities in relation to this Agreement;
- (d) by a party to its contractors and suppliers to the extent they reasonably require such information in the performance of their obligations in relation to this Agreement;
- (e) by a party to the extent reasonably required for the purposes of obtaining and maintaining insurances;
- (f) to the extent required by Law, the Applicable Licences, the Grid Code, the Distribution Code, an Exemption or the rules of any recognised stock exchange upon which the shares of the disclosing party (or of its parent companies or its and/or their subsidiary companies) are listed;
- (g) for the purposes of dispute resolution or the enforcement of rights and obligations under this Agreement; and
- (h) to the extent such information has become generally available to the public other than as a result of a



breach by the disclosing party of its obligations under this clause 22 provided that, other than in regard to paragraphs (a), (f), (g) and (h) above, the person to whom such disclosure is made agrees to keep the information confidential and restrict its use in terms of this clause 22.

- 22.3** Any information disclosed in accordance with this clause 22 shall only be used for a purpose or purposes incidental to or arising out of this Agreement, and not for any other purpose.

23. EXPERT

- 23.1** Save where expressly stated in this Agreement to the contrary, and subject to any contrary provision of the Law, or the Applicable Licences or any Exemption, disputes shall be referred to an Expert in accordance with this clause 23.

- 23.2** If either party wishes to refer a dispute to an Expert neither party shall be entitled to refer such dispute to arbitration unless such dispute has first been referred for Expert determination.

- 23.3** The procedure for the appointment of an Expert shall be as follows:

- (a) the party wishing to appoint or to refer a matter to an Expert shall give notice to that effect to the other party and, with such notice, shall give details of the reason for the appointment of, and the matter to be referred to, the Expert;
- (b) the parties shall meet and endeavour to agree upon a person to be the Expert;
- (c) if, within twenty-one (21) Days from the date of the notice under (a) above, the parties have failed to agree upon an Expert, the matter shall forthwith be

referred by the party wishing the appointment to be made to the President of the International Chamber of Commerce or such other person as may be agreed to by the parties (**"the Appointor"**) who shall be requested to make the appointment of the Expert within thirty (30) Days and, in so doing, may take such independent advice as he thinks fit;

- (d) upon a person being appointed as Expert under the foregoing provisions, the parties forthwith shall notify such person of his selection and shall request him to confirm within fourteen (14) Days whether or not he is willing and able to accept the appointment;
- (e) if such person is either unwilling or unable to accept such appointment, or shall not have confirmed his willingness and ability to accept such appointment within the said period of fourteen (14) Days, then (unless the parties are able to agree upon the appointment of another Expert) the matter shall be referred (by either party) in the manner aforesaid to the Appointor who shall be requested to make an appointment or (as the case may be) a further appointment and the process shall be repeated until a person is found who accepts the appointment as Expert; and
- (f) if there shall be any dispute between the parties as to the remuneration to be offered to the Expert, then such amount shall be determined by the Appointor whose decision shall be final and binding on the parties.

23.4 A person shall not be appointed as the Expert:

- (a) unless he is qualified by education, experience and training to determine the matter in dispute;
- (b) if he has an interest or duty which would materially conflict with his role (including being a director, officer, employee or consultant to a party or to any Affiliate of a party); or



- (c) if he is a national of the jurisdiction of either party to this Agreement or of the jurisdiction of any shareholder or group of shareholders holding more than ten per cent (10%) of the outstanding voting stock of the Licensed Distribution System Operator or the System User nor shall an Expert be an employee or agent or former employee or agent of such person provided that this clause 23.4 shall not apply if both parties are Wholly-owned by the Government.

23.5 The following procedures shall apply where an Expert's determination is sought:

- (a) each party shall supply to the Expert such information as the Expert may request;
- (b) the Expert shall (subject to (d) below) make his decision as soon as reasonably practicable after receiving data, information and submissions supplied and made to him by the parties not later than thirty (30) Days after he has confirmed to the parties acceptance of his appointment;
- (c) the Expert shall ignore any data, information or submissions supplied and made after the thirty (30) Day period referred to in (b) above unless the same are furnished in response to a specific request from him;
- (d) the Expert shall be entitled to obtain such independent professional and/or technical advice as he may reasonably require and to obtain any necessary secretarial assistance as is reasonably necessary; and
- (e) the Expert shall give full written reasons for his decision.

23.6 An Expert's decision rendered in accordance with this clause 23 shall:

- (a) be final and binding on the parties save:
 - (i) in the case of manifest error or fraud;

- (ii) where either party serves a written notice on the other party within thirty (30) days of the Expert's decision having been notified to it, stating its intention to refer the matter in dispute to arbitration, provided that the notifying party commences the procedure to refer the dispute to arbitration within a further thirty (30) day period of serving such notice;
- (b) where clause 23.6(a)(ii) applies, save where the parties agree otherwise, have effect for the purposes of this Agreement pending the resolution of the arbitration.

23.7 All communications between the parties and the Expert or the Appointor shall be made in writing and a copy thereof provided simultaneously to the other party. No meeting between the Expert or the Appointor and the parties or either of them, shall take place unless both parties have a reasonable opportunity to attend any such meeting.

23.8 The Expert shall be deemed not to be an arbitrator but shall render his decision as an expert.

23.9 Each party shall bear the costs of providing all data, information and submissions given by it, and the costs and expenses of all counsel, witnesses and employees retained by it, but (unless the Expert shall make any award of such costs and expenses which award, if made, shall be part of the Expert's decision) the cost and expenses of the Expert and any independent advisers to the Expert, and any costs of his appointment if he is appointed by the Appointor, shall be borne equally by the parties.



24. ARBITRATION

24.1 In the event that the parties, notwithstanding the use of reasonable endeavours so to do, are unable to resolve a difference or dispute between them arising out of or in connection with the Agreement (including, without limitation, any question regarding its existence, validity or termination) within thirty (30) Days of such difference or dispute arising, then subject to the provisions of clause 23 or where this Agreement expressly requires certain matters to be referred to the Authority either party shall be entitled to require that such matter be referred to arbitration for resolution.

24.2 In the event that the parties, notwithstanding the use of reasonable endeavours so to do, are unable to resolve a difference or dispute between them arising out of or in connection with the Agreement (including, without limitation, any question regarding its existence, validity or termination) within thirty (30) Days of such difference or dispute arising, then subject to the provisions of clause 23 or where this Agreement expressly requires certain matters to be referred to the Authority either party shall be entitled to require that such matter be referred to arbitration for resolution.

24.3 Any arbitration conducted in accordance with this clause 24 shall be conducted:

- (a) in the City of Muscat in Oman;
- (b) in English; and
- (c) by a panel of three arbitrators, one of which shall be appointed by the System User, one of which shall be appointed by the Licensed Distribution System Operator and the third of which (who will act as the Chairman of the arbitration panel) shall be appointed by the System User's and the Licensed Distribution System Operator's appointees.

24.4 Any arbitral award made shall be final and binding on the parties.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Law of Oman.

26. NOTICES

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

- (a) by hand when so delivered;
- (b) by post four (4) Omani Business Days after posting subject to proof of posting; and
- (c) by facsimile upon sending subject to confirmation of uninterrupted transmission on transmission report and provided that a hard copy is promptly despatched to the recipient as provided in (a) or (b).

System User:

Licensed Distribution System Operator:
Mazoon Electricity Company SAOC

P.O.Box: 1229
Postal Code: 131 Al Hamriya
Sultanate of Oman



- 26.2** Either party may change its nominated address to another address 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.

27. MISCELLANEOUS

- 27.1** No amendments may be made to this Agreement unless they are in writing and signed by the authorised representative of both parties. If the Applicable Licences or Exemptions or the Grid Code or the Distribution Code or any other document issued by the Authority from time to time affecting either party (in each case, an **"Industry Document"**) is amended as a result of which amendments are required to this Agreement, the affected party shall forthwith notify the other party of amendments which it considers need to be made to this Agreement and the parties shall promptly meet in good faith to discuss and agree any amendments to this Agreement to ensure that the obligations of the parties hereunder remain consistent with the relevant Industry Document. If the parties fail to agree upon any such amendment within thirty (30) Days of an amendment to the relevant Industry Document either party shall have the right to refer the matter for determination to an Expert. Prior to effecting any amendment to this Agreement, the parties shall obtain the written approval of the Authority to such amendment. Upon receipt of such approval, the parties shall promptly give effect to any such amendment.
- 27.2** This Agreement may be executed in any number of counterparts, each of which when executed shall be an original, but all the counterparts together shall constitute one document.
- 27.3** Save as required by Law or any Competent Authority, neither party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement without the prior written consent of the other party.

- 27.4** Each party shall bear its own costs in relation to the negotiation and preparation of this Agreement.
- 27.5** Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 27.6** No delay or omission of any party in exercising any right, power or remedy provided by Law or under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 27.7** Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by Law or otherwise.
- 27.8** All intellectual property relating to the subject matter of this Agreement conceived, originated, devised, developed or created by a party, its officers, employees, agents or consultants during the currency of this Agreement shall vest in such party as sole beneficial owner thereof save where the parties agree in writing otherwise.



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

SIGNED for and on behalf of **Mazoon Electricity Company S.A.O.C.**

By

.....

CHAIRMAN

SIGNED for and on behalf of.....

By

.....





Appendix (8)
Electricity Supply Agreement
for Major Customers



Dated :

(1) MAZOOON ELECTRICITY COMPANY S.A.O.C.

AND

(2) [.....]

ELECTRICITY SUPPLY AGREEMENT FOR [.....]

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ANNEX A: PERMITTED TARIFFS



Electricity Supply Agreement

1. General

- 1.1** Mazoon Electricity Company SAOC (the Supplier) shall on or from the Start Date, subject to the satisfactory completion of a Supply Application Form, provide a Supply of electricity to [.....] **(the Customer)** at the Connection Point up to a maximum of 14.0 MW in accordance with the terms of this Supply Agreement.
- 1.2** The Supplier shall maintain the quality of Supply to the Connection Point in accordance with Legal Requirements.
- 1.3** Subject to the provisions of Clause 10, the Customer shall:
- (a) Maintain a valid Connection Agreement at all times;
 - (b) Strictly comply with the terms of such Connection Agreement;
 - (c) Strictly use all electricity Supplied hereunder for its own use; and
 - (d) Not Supply any electricity to any other Person or Premises.
- 1.4** 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;
- 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 required to be implemented by suppliers in accordance with condition 24 of the Distribution and Supply Licence;

Connection Agreement means an agreement to facilitate the connection of the Customer Premises to the Supplier's system;

Connection Point means the point identified in the Connection Agreement to which electricity from the Supplier's system is Supplied;

Customer has the meaning given to it in Clause 1.1;

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; and/or
- (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.



| | |
|---------------------------|---|
| Legal Requirements | means any law, decree, regulation, exemption, order, code, decision, all secondary legislation or judgement as amended, replaced, repealed, or modified, from time to time; |
| Permitted Tariff | means the tariff a Customer is obliged to pay in consideration for Supply or for connection to a distribution system or a transmission system, which tariff shall be determined in the manner stipulated in Article (9) of the law promulgated by Royal Decree 78/2004; |
| Premises | means the site identified in a Connection Agreement to which electricity will be Supplied pursuant to this Supply Agreement; |
| Person | means any natural person or public or private legal person, corporations or societies or organisations; |
| Start Date | means the date agreed between the Supplier and the Customer for the commencement of Supply; |
| Supply | means the supply of electricity to any Premises; |
| Supply Agreement | means this agreement stipulating the terms of Supply as may be amended, replaced, repealed or modified from time to time; |

3. Supply Tariffs

- 3.1** The tariff used to calculate the amounts payable in respect of Supply in any billing period shall be a Permitted Tariff.
- 3.2** The applicable Permitted Tariff shall be determined in accordance with prevailing rules and regulations (details will be provided by the Supplier on request).

3.3 A schedule of Permitted Tariffs is included as Annex A.

3.4 The Supplier shall provide details to the Customer on request of the fees and charges relating to other Supply related services.

4. Metering

4.1 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). These numbers will be unique to the Customer and will be referred to when administrating the Customer's account.

4.2 The Customer shall provide appropriate metering required for the purposes of Supply. The Customer shall pay the cost of providing meters, meter calibration and installation and all meters shall, in all respects, satisfy Legal Requirements. The Supplier shall provide further details of meter specification requirements on request.

4.3 The Customer shall grant the Supplier's personnel, agent or nominated contractor, right of access to read, inspect and test any meter at the Customer's Premises when required.

4.4 The Customer shall not carryout any works or modify any meter or other equipment associated with the meter, or tamper with a meter in any way. The Customer shall retain ownership of meters and shall meet the cost of meter repair.

4.5 The Supplier shall notify the Customer of any suspected meter defects, and the Customer shall notify the Supplier likewise. The Supplier may have the meters inspected and, if necessary, require a meter to be replaced or repaired or removed by its personnel or agent or nominated contractor or, subject to the prior written approval of the Supplier, the Customer.



- 4.6** In the period when any meter is known to be defective or not available, the Supplier shall use estimates based on previous consumption patterns or other meters at the Premises or indirect estimation from other data for billing.

5. Metering Disputes

- 5.1** If the Customer disputes a meter reading, the Supplier shall send a representative to the Premises within three (3) working days for the purpose of re-reading the meter. If requested by the Customer, the Supplier shall make reasonable efforts to permit the Customer to observe the re-reading of the meter. If any adjustment is required, the Supplier shall make adjustment both to the disputed reading and the associated bill.
- 5.2** If the Customer submits an application for a meter test and has paid the applicable meter testing fee, the Supplier shall:
- (a) either test the meter in situ, and provide the Customer with a meter testing report; or
 - (b) provide a replacement meter (at no cost to the Customer), test the original meter and provide the Customer with a meter testing report.
- 5.3** If the Supplier's test establishes that the meter is accurate within a range of plus or minus two per cent (2%), it shall not be required to take any further action.
- 5.4** If the Supplier's test establishes that the meter's accuracy falls outside the range of plus or minus two per cent (2%), the Supplier shall refund the testing fee to the Customer and shall require the Customer to replace or repair the meter so as to comply with Legal Requirements.
- 5.5** If the Supplier's test establishes that the meter's accuracy falls outside the range of plus or minus three per cent (3%), the Supplier shall refund the testing fee to the Customer

and shall make an appropriate correction to previous bills in the next bill, provided that corrections are limited to previous bills issued after the date of the last meter inspection. The Supplier shall require the Customer to replace or repair the meter so as to comply with Legal Requirements.

6. Billing and Payment

- 6.1** The Supplier shall be responsible for reading any meter at the Customer's Premises and shall issue bills (normally once a month) for all electricity Supplied to Premises. If, for any reason, the Supplier is unable to take meter readings, bills should be prepared using reasonably estimated readings.
- 6.2** Each bill may include the tariff payable for the Supply in that billing period, meter testing fees, amounts due and/or owed in respect of adjustments to previous bills and any other charges payable from time to time. The Customer shall pay all amounts due within thirty (30) days of the invoice date of 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 unauthorised 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.

7. Generation Equipment

- 7.1** If the Customer has, or intends to have, generation equipment at the Premises to which Supply is to be made, such equipment shall at all times comply with the provisions of the Connection Agreement and relevant provisions of the Grid Code and Distribution Code.
- 7.2** Such equipment shall not be paralleled with the Supplier's system other than with the prior written agreement of the Supplier.



7.3 Such equipment shall not feed any power in to the Supplier's system other than with the prior written agreement of the Supplier.

7.4 The Customer shall ensure that feedback from such generation equipment to the Supplier's system does not occur.

8. Responsibilities of the Supplier

8.1 The Supplier shall:

- From the Start Date provide a Supply of electricity to the Customer in accordance with the terms of this Supply Agreement;
- From the Start Date provide a Supply of electricity to the Customer in accordance with the terms of this Supply Agreement;
- Take reasonable steps to ensure that standby generation facilities, if any, situated at the Customer's Premises and that are designed to be used for emergency back-up use only, shall not be required to operate for extended periods of time;
- Operate its system to ensure that outages are kept to a minimum and that interruptions to Supply resulting from the implementation of emergency load management procedures will be implemented on a non-discriminatory basis (the Supplier shall provide details of the emergency load management procedures on request);
- Provide written notification to the Customer as soon as it is reasonably practicable after it becomes aware of a possible Supply interruption in accordance with the standards of a reasonable and prudent operator;
- Provide reasonable notice to the Customer of any Supply interruptions due to circumstances beyond the con

trol of the Supplier and in emergency situations which threaten to cause death or personal injury to persons, in accordance with the standards of a reasonable and prudent operator;

- Give the Customer at least 2 days' notice of any planned outage that will result in a Supply interruption and at what time of day the outage will begin and end the estimated duration of the outage.
- Restore Supply as quickly as is reasonably practicable after the circumstances leading to the Supply interruption have ceased;
- Respond to complaints or queries from the Customer concerning Supply services within seven (7) working days from the date of receipt of any such complaint/query; and
- Take reasonable measures necessary to provide alternative sources of Supply during emergency outages

9. Responsibilities of the Customer

9.1 The Customer shall:

- 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;
- Pay all amounts due, including estimated bills, by the due date, unless otherwise agreed with the Supplier;
- Promptly inform the Supplier of any damage or suspected damage or interference to the metering equipment;
- Allow the Supplier's authorised 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, energising, de-energising (Supply disconnection), or



removing meter or metering equipment, and for all other purposes related to Supply;

- Immediately inform the Supplier 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. Right to Disconnect Supply

10.1 The Supplier shall have the right to disconnect Supply in the following circumstances:

- (i) If the Customer fails to pay by the due date any bill 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 Distribution and Supply Licence, as may be amended from time to time;
- (ii) If the Customer's installation or use of electricity interferes with the continuous or reliable operation of the Supplier's system or in any way disrupts Supply to other customers;
- (iii) If the Customer Supplies electricity to another Person or Premise in contravention of the Supply Agreement;
- (iv) If the Customer fails to comply with any condition of the Connection Agreement or if the Connection Agreement ends;
- (v) If the Customer has used electricity in an unauthorised manner including theft;
- (vi) In the event of Customer Insolvency;
- (vii) If it is no longer practical or safe to Supply for reasons outside of the control of the Supplier;

- (viii) If the Supplier is required to do so by law; or
- (ix) If asked to do so by the Customer.

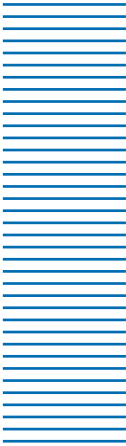
11. Right to Vary Terms of Supply

- 11.1** The Supplier expressly reserves the right to vary the Terms of Supply, including as a result of changes to Permitted Tariffs, and shall notify the Customer of any such change in writing at least thirty (30) days prior to the implementation of any such changes.

12. Liability

- 12.1** Subject to clause 12.2, the Supplier shall be liable for any direct loss to the Customer howsoever caused, arising out of or in connection with the Supplier's obligations under the Supply Agreement.
- 12.2** 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.
- 12.3** The Customer is responsible for looking after all property and other Supply related equipment placed at or in its Premises or under its control. The Customer shall be liable for the cost of any injury to any persons and for repairing damage to equipment of the Supplier.
- 12.4** Nothing in the Terms of Supply shall restrict the liability of the Supplier or the Customer for death or personal injury resulting from negligence on the part of the Supplier or the Customer.
- 12.5** 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.

13. Waiver

- 13.1** 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 of Supply shall not be deemed a waiver of any right or remedy whatsoever.

14. Complaints Procedures

- 14.1** The Customer shall have the right to pursue a complaint against the Supplier in accordance with the Complaint Procedures.
- 14.2** The Supplier shall respond to any Customer complaint within seven (7) working days 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.

15. Termination

- 15.1** Both parties shall have the right to terminate this Agreement by giving at least thirty (30) days prior written notice to the other party.
- 15.2** Termination shall not release either the Supplier or the Customer from any obligation arising prior to such termination.

16. Governing Law

16.1 The Laws of the Sultanate of Oman shall govern the Supply Agreement.

17. Notices

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

- a. By hand when so delivered;
- b. By post four (4) Omani Business Days after posting subject to proof of posting; and
- c. By facsimile upon sending to confirmation of uninterrupted transmission on transmission report and provided that a hard copy is promptly despatched to the recipient as provided in (a) or (b).

[Supplier]

MAZOOON ELECTRICITY COMPANY SAOC
P.O.BOX 1229, P.C 131, AL HAMRIYA
SULTANATE OF OMAN

[Customer]

17.2 Either party may change it's 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 authorised representatives as of the date first written above.

SIGNED For and on behalf of Mazoon Electricity Company SAOC (Supplier)

By

CHAIRMAN

SIGNED for and on behalf of [.....] (Cutomer)

By



Annex A: Permitted Tariffs

| Customer Category | Tariff Structure | | | | |
|--------------------------|--|---------------|---------------|---|-------------------|
| Industrial1 | September to April inclusive | | | May to August inclusive | |
| | 12 Baiza per kWh | | | 24 Baiza per kWh | |
| Commercial | Flat rate @ 20 Baiza per KWh | | | | |
| Residential | 0-3000 KWh | 3001-5000 kWh | 5001-7000 KWh | 7001-10000 kWh | 10001 kWh & above |
| | 10 Bz / kWh | 15 Bz / kWh | 20 Bz / kWh | 25 Bz / kWh | 30 Bz / kWh |
| Government | 0-3000 KWh | 3001-5000 kWh | 5001-7000 kWh | 7001-10000 kWh | 10001 kWh & above |
| | 10 Bz / kWh | 15 Bz / kWh | 20 Bz / kWh | 25 Bz / kWh | 30 Bz / kWh |
| Agriculture & Fisheries1 | 0-7000 kWh | | | 7001 kWh & above | |
| | 10 Bz / kWh | | | 20 Bz / kWh | |
| Tourism2 | Monthly Consumption upto 7000 KWh, Tariff Rate @ Residential tariff structure. | | | Monthly Consumption above 7000 KWh, Tariff Rate @ 20 Bz / kWh | |

The industrial tariff is subject to satisfying the following requirements

- Securing a recommendation letter from the Ministry of Commerce & Industry, and
- The Premises maintaining a power factor of not less than 0.9.

²The Agriculture & Fisheries and Tourism tariff is governed by certain regulations (details available on request)



شركة كهرباء مزون ش.م.ع.م
Mazoon Electricity Company S.A.O.C