

WATER SUPPLY CONTRACT (Individual Water Meter)

concluded by and between, on the one hand,

Owner's name:

(User)

Address:

Mother's name:

Place and date of birth:

Bill Payer's name:

(if other than Owner)

Mailing address:

Mother's name:

Consumer ID number:

Payment method:

as **CONSUMER**,

and, on the other hand, Pápai Vízmű ZRt. (8500 Pápa, Vízmű u. 2.) as **SUPPLIER**,

FOR RECEPTION OF POTABLE WATER,

FOR SEWER USAGE, with the following conditions:

Place of performance shall be at the following address:

Supply Points – ownership boundaries:

Connection sizes (for potable water: Consumer-side joint stub end of the connection meter

for sewage: the joint stub closest to the public space within the manhole)

1.) Supplier undertakes the following:

1.1. Supplier shall supply potable water, of a quality **permitted under the applicable public health regulations**, to Consumer at the Supply Points.

1.2. Supplier shall supervise, maintain and renovate the pipeline and its accessories, at his own cost and in his capacity as the owner thereof, up to the Supply Point – that is, up to the connection water meter, or up to the manhole, or in the absence of both, up to the property's boundary.

1.3. Supplier shall, at his own cost and in accordance with the legal regulations related to measurements, carry out the required **calibration** and replacement of all potable water meters owned by Supplier.

1.4. Within the validity period of a water meter's calibration certificate, if so requested by Consumer, Supplier shall submit said water meter to **measurement re-examination** against receipt of the calibration and plumbing fees deposited in advance by Consumer. Should the water meter fail the re-examination test, Supplier shall reimburse the deposited fees to Consumer. In such an event, **the basis for the calculation of charges** shall be: the average daily consumption calculated from the total consumption for the preceding 365 days, multiplied by the number of days passed since the date of the last meter reading preceding the date agreed by both parties as the day when the meter developed the failure.

1.5. In the event that the provision of potable water supply is interrupted for a period of 12 hours in a planned manner – or for a period of 6 hours in the event of a **breakdown** – and such interruption affects at least 20% of the settlement's inner area, or affects more than 500 individuals, then Supplier shall ensure that the need for potable water is satisfied through some other means, providing potable water in the amount of 10 litres/person as the minimum amount required for subsistence. In the event of service interruptions exceeding 12 hours but not exceeding 24 hours, the prescribed quantity of potable water is 25 litres/person, while in the event of service interruptions exceeding 24 hours, such prescribed quantity is 30 litres/person/day.

1.6. In the event that Consumer's **consumption permanently stays below 50 m³/month**, Supplier shall issue an invoice every two months, for an amount corresponding to 2 months' average consumption calculated from the total consumption for the preceding year; and at the same time as such an invoice is issued, Supplier will increase the meter reading on his records by the quantity of m³ so invoiced. On at least 1 occasion each year (during the 4th quarter) Supplier shall read the water meter, and then Supplier shall issue the next invoice not for average consumption, but for the quantity actually consumed, which shall correspond to the difference between the preceding meter reading invoiced and the current actual meter reading.

In the event that Consumer's **consumption permanently exceeds 50 m³/month**, Supplier shall read the meter at the end of each month and issue his invoices for the quantities actually consumed.

1.7. Supplier shall invoice Consumer for the provision of potable water supply **on the basis of consumption measured by the water meter** (or in the absence thereof, at rates calculated on the basis of the applicable legal regulations); and Supplier shall invoice Consumer for sewer usage on the basis of the quantities measured by the sewage meter, or in the absence thereof, on the basis of the quantities of potable water consumed. Consumer alone shall be responsible for the acquisition, installation, maintenance, calibration and replacement of any sewage meters.

1.8. If so requested by Consumer, Supplier shall temporarily suspend or terminate the provision of water supply, against payment by Consumer of any costs incurred in relation thereto.

2.) **Consumer undertakes the following:**

2.1. Consumer shall pay for the services provided by Supplier **any and all charges as they may be stipulated from time to time plus VAT**, plus any and all default interest in the event of late payment.

In the event that Consumer fails to pay any charges as per the conditions set forth in this contract, Supplier may:

- restrict the provision of services with regard to periods of availability and quantities supplied;
- suspend the provision of potable water used exclusively for production purposes;
- in the event that any charges remain outstanding for a period exceeding 3 months, Supplier may terminate the contract with a notice period of an additional 30 days and commence legal action to recover the amounts claimed.

2.2. Consumer shall provide for mechanical filtration as required by the technologies or appliances used by him (e.g., food industry). Consumer shall **continuously supervise**, within the property boundaries, the piping and related accessories which serve to supply the real estate with water, and shall eliminate any water leakages.

2.3. Consumer shall construct the water meter location in accordance with the relevant technical specifications, keep it accessible and clean at all times, and make the water meter accessible for reading. Consumer shall **ensure that the water meter is protected against frost and other damaging effects**. Consumer shall keep the security seal intact.

2.4. Consumer shall monitor the water meter's operation and notify Supplier immediately of any irregularities observed.

2.5. Consumer shall pay to Supplier the costs of repairing, replacing, installing and calibrating any water meters damaged, frozen or lost due to reasons attributable to Consumer.

In the event of any wilful damage caused to the security seal or any other abuse, Consumer shall pay for the average quantity consumed since the date of the last meter reading **at six times the regular tariff**.

2.6. Consumer **may only let such sewage into the sewer system** which does not endanger the life, safety or health of any persons working at the sewage treatment plant and is not detrimental to the condition of the sewers or the operation of the technical equipment. The quality of any sewage let into the sewer system shall comply with the applicable quality requirements. The sodium equivalent of any sewage let out may not exceed 45%. Consumer shall allow inspections to be carried out within the property's boundaries. **In the event that any values exceed the prescribed quality limit values, Consumer shall provide pre-cleaning of the sewage.**

2.7. Consumer shall ensure that the house sewer is kept in proper working order and under continuous supervision.

2.8. Consumer shall suffer the provision of services to be restricted or suspended when so required by the public interest, without any right to indemnification.

3.) If Consumer is an economic entity, Consumer shall pay to Supplier a **water utility development contribution** when Consumer applies for the provision of water supply services, or when Consumer wishes **to increase the quantity** already permitted to be supplied to him.

4.) In the event that Consumer obtains water not only through being connected to the public utility water supply network but also **from some waterworks of his own (or from any other waterworks)**, then he shall be obliged to operate calibrated water meters for measuring all quantities of water produced and all quantities used by him. Consumer shall notify Supplier of the quantities measured and allow Supplier to read the meters.

5.) Consumer may lodge a complaint with Supplier within 15 days of the receipt of an invoice; however, this shall not have a delaying effect on his obligation to pay the invoice concerned. **In the event of late payment, Supplier will charge default interest in the amount of double the Hungarian National Bank's base rate effective as of 1st January in the year under review.**

6.) The contracting parties agree that any disputes which may arise between them shall be governed by the provisions of the Act on Water Management and other related legal regulations, as well as the provisions of the Civil Code of Hungary.

7.) **By mutual agreement the contracting parties declare that the basis for the payment of charges shall be the quantity of water measured by the connection water meter installed at the Supply Point.**

8.) **In the event that the Consumer who is designated as Bill Payer in this contract fails to fulfil any of his obligations to pay charges or any of his other obligations, then the Owner shall be obliged to assume responsibility for the obligations undertaken under this contract.**

9.) **In the event that Consumer is replaced by a new Consumer**, the former Consumer and the new Consumer shall jointly notify Supplier within 30 days of the date of such change, specifying also the then-current water meter reading; such notification is required **also in the event of any changes in any of the Consumer's particulars set forth in this contract**. In the event of a failure to give such notification, **the Consumer who is moving out and the new Consumer shall be jointly and severally liable** for any and all damages arising out of such failure.

10.) This contract shall enter into force as of the date of its signing and it is concluded **for an indefinite duration**. At the same time all previous contracts concluded for the subject matter hereof shall expire.

Dated,

.....
Consumer

.....
Consumer

.....
Supplier