

TRANSMISSION SERVICE CONDITIONS 2017-1

**GENERAL CONDITIONS CONCERNING THE TRANSMISSION OF GAS AND THE
PERFORMANCE OF RELATED SERVICES AS PART OF AGREEMENTS BETWEEN**

GASUNIE TRANSPORT SERVICES B.V.

AND

SHIPPER OR END USER WITH EXIT CAPACITY

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1. GENERAL

1.1 Dutch Network Code

These general conditions supplement the *Dutch Network Code* as far as established by the Dutch energy regulator "Autoriteit Consument en Markt" pursuant to Article 12f of the Dutch Gas Act.

1.2 Units, values and time denotation

Units of pressure (Pascal), energy (Joule, kWh), thermodynamic temperature (Kelvin) and length (metre) respectively, have the meanings ascribed thereto in the publication International Standard ISO 1000-1992-11 00 (E), "SI units and recommendations for the use of their multiples and certain other units". The prefix "G" is equal to one billion (1,000,000,000), "M" is equal to one million (1,000,000) and the prefix "k" is equal to one thousand (1,000). A "bar" is equal to one hundred thousand (100,000) Pa. A "°C" means degree Celsius, and $x\text{ }^{\circ}\text{C} = x + 273.15\text{ K}$.

Presented values are shown in the English format (i.e. decimals are shown as a dot ".").

A time denotation in these *general conditions* is made in Local European Time (LET).

1.3 Definitions

Expressions in italics and bold refer to expressions defined in Dutch in the *Dutch Network Code*. Expressions in italics refer to expressions defined in these *general conditions*.

"affiliated company" (verwant bedrijf):

related undertaking as defined in Article 41 of the seventh council directive 83/349/EEC of 13 June 1983 based on the Article 54 (3) (g) of the Treaty on consolidated accounts or an associated undertaking as defined in Article 33, paragraph 1 thereof, or an undertaking that belongs to the same shareholders.

"backhaul" (backhaul):

refers to **transmission capacity** in the **national grid** and means transmission on a counter flow basis.

"business day" (werkdag):

a day, not a Saturday or Sunday, which is neither an official holiday as referred to in article 3, paragraph 1, of the Dutch Act "Algemene Termijnenwet", nor a day equal to an official holiday by virtue of paragraph 2 or 3 of the above-mentioned article.

"capacity tranche":

the range of **interruptible** capacities with a common probability of interruption.

"clearing party":

a party that provides the clearing services for a *gas exchange operator*.

"confirmation" (confirmatie):

the message – per **portfolio** – from the Dispatching Centre (CCP) of *GTS* to **shipper** containing, inter alia, the quantities of **gas** per **hour** that will be taken off from a third party by a **shipper** at an **entry point** and the quantities of **gas** per **hour** that will be made available to a third party by a **shipper** at an **exit point**.

"connected party" (aangeslotene):

a natural or legal person that has a **connection**, not being a **network link**, to a **gas transportation network**, or those that have requested such a **connection**.

"connection" (aansluiting):

one or more physical links between a **gas transportation network** and an immovable good as meant in article 16, sub a) up to and including e), of the Dutch Act 'Wet waardering onroerende zaken'.

"connection point" (aansluitpunt):

the part of the **connection** from the **gas transportation network** up to and including the first valve

"contract data sheet":

a document providing the amounts and specifications of services contracted by **shipper** or **ewex**. If the service is contracted by **PRISMA** the **contract data sheet** is the mail confirming the contracted service.

"contract period":

the period commencing at the **start date** at 06.00 hours and expiring at the **end date** at 06.00 hours.

"contract unit":

a period of twelve consecutive **gas months** or

- if the **contract period** is shorter than twelve **gas months**, a period equal to the **contract period**;
- if the **contract period** is longer than twelve **gas months** but cannot be divided into units of twelve consecutive **gas months**, a period equal to the remaining **contract period**.

"customer" (afnemer):

a natural or legal person with a **connection** to a **gas transportation network**

"declaration of acceptance":

the document by which **shipper** or **ewex** declares it will accept these **general conditions** unconditionally.

"distribution network" (regionaal gastransportnet):

a **gas transportation network** for which a **network operator** has been appointed by virtue of article 2, paragraph 1, of the Dutch Gas Act, not being the **national grid**.

"distribution network operator" (regionale netbeheerder):

operator of a **distribution network**.

"Dutch Network Code" (Gascodes):

the conditions established by the Dutch energy regulator "Autoriteit Consument en Markt" pursuant to article 12f of the Dutch Gas Act.

"end date":

the date designated as such in a **contract data sheet**.

"end user":

a **user** that has a **connection** to the **national grid**.

"end user with exit capacity" or **"ewex"** (aangeslotene met exitcapaciteit):
a **connected party** with a **connection** to the **national grid** that has contracted **exit capacity**.

"entry capacity" (entrycapaciteit):
the **transmission capacity** at an **entry point**.

"entry gas" (entrygas):
gas that is, in accordance with an agreement, allocated for delivery by the **shipper** to **GTS** at an **entry point**.

"entry point" (entrypunt):
a point where **gas** enters or is deemed to enter the **national grid**.

"EURIBOR":
the one-month Euro Interbank Offered Rates as set and published by the European Central Bank.

"exit capacity" (exitcapaciteit):
transmission capacity at an **exit point**.

"exit gas" (exitgas):
gas that is, in accordance with an agreement, allocated for delivery by **GTS** to the **shipper** at an **exit point**.

"exit point" (exitpunt):
a point where **gas** leaves or is deemed to leave the **national grid**.

"force majeure":
a situation of "force majeure" and exists if the conditions of article 6:75 of the Dutch Civil Code, supplemented in article 8.2 are met.

"gas" (gas):
matter that at a temperature of 15 °C and at a pressure of 1.01325 bar is in a gaseous state and mainly consists of methane or other matter that due to its properties is equivalent to methane.

"gas day" (gasdag) or **"daily"**:
a period commencing at 06.00 hours on a calendar day and ending at 06.00 hours the following calendar day. The date of a gas day will be the date on which it begins as described above.

"gas equipment" (gasinstallatie):
the combination of all gas technical equipment and pipelines used by a **user** from the **gas transfer point** onwards seen from the **gas transportation network**.

"gas exchange" (gasbeurs):
a facility where a shipper can buy or sell gas anonymously on the TTF.

"gas exchange operator":
a party that according to the rules of article 66b, paragraph 1 of the Dutch Gas Act is appointed as gas exchange operator and operates a gas market exclusively on the **TTF**.

"gas month" (gasmaand) or **"monthly"**:
a period commencing at 06.00 hours on the first day of a calendar month and ending at 06.00 hours on the first day of the following calendar month.

"gas storage facility" (gasopslaginstallatie):

an installation for the storage of **gas**, including the part of an **LNG facility** in use for the storage of **gas**, but excluding that part in use for **gas** production, and excluding installations exclusively at the service of the **network operator** of the **national grid** for the performance of its tasks.

"gas transfer point" (overdrachtpunt):

the point where the **gas transportation network** ends. In case of a physical link between the **national grid** and a **distribution network**: the point where the **national grid** ends.

"gas transportation network" (gastransportnet):

interconnected pipelines or appliances, not forming part of an **upstream pipeline network**, intended or in use for the transportation of **gas**, including cross border pipelines, appliances and installations to perform ancillary services, except so far as these pipelines and appliances are situated within the installation of a **customer**.

"Gasunie Transport Services" or **"GTS"**:

the **network operator** of the **national grid**, Gasunie Transport Services B.V., domiciled in Groningen, the Netherlands.

"general conditions":

this document, including the appendices thereto and amendments thereof.

"Grid Connection Agreement" or **"GCA"**:

an agreement between **GTS** and an **NNO** or **end user** regarding several aspects of the physical connection, including, among others, measurement, allocation, operational balancing, conditions of operation, financial aspects, arrangements with regard to installations and/or operational safety.

"hour" (uur):

the period of one clock hour, starting at the full hour.

"interconnection point" (interconnectiepunt):

a physical or virtual point connecting adjacent entry-exit systems or connecting an entry-exit system with an interconnector, in so far as these points are subject to booking procedures by network users. **GTS** will publish the relevant **interconnection points** at the **website**.

"interruptible" (afschakelbaar):

refers to services and means that these services can be interrupted by **GTS**.

"LNG facility" (LNG-installatie):

a facility in use for the liquefaction of **gas**, the import, shipping, or re-gasification of liquid **gas**, including the ancillary services and temporary storage necessary for the process of re-gasification and subsequent delivery to the transportation system, excluding that part of the facility in use for storage.

"m³(n)" (normaal kubieke meter):

a quantity of **gas** that under **normal conditions** occupies a volume of one cubic metre [m³].

"monthly factor":

the factor used to calculate the tariff for transmission services for the term of a **summer**, **winter** or **shoulder month**.

"national grid" (landelijk gastransportnet):

a **gas transportation network**, excluding a grid as meant in article 18h, paragraph 1 of the Dutch Gas Act, exclusively or mainly designated for the purpose of or in use for the transmission of **gas** at a national level.

"neighbouring network operator" or "NNO":

the operator of the **gas** pipeline(s) connected to the **national grid** (including a **gas storage facility** or an **LNG facility**, but excluding *end user*).

"network link" (netkoppeling):

the physical link between the **national grid** and a **distribution network** as well as the physical link between a **distribution network** and another **distribution network**. In the latter case the network link includes appliances installed by a **network operator**, such as the metering equipment, main valves, pressure controls and safety equipment.

"network operator" (netbeheerder):

a company appointed to control one or more **gas transportation networks** by virtue of article 2 of the Dutch Gas Act.

"neutral gas price":

the neutral gas price as defined in the *Dutch Network Code* and will be published via the *website*.

"nomination" or "renomination" (nominatie or hernominatie):

the message – per **portfolio** – from the **shipper** to the Dispatching Centre (CCP) of *GTS* in which the **shipper** informs *GTS* of all **hourly** quantities of the **gas day** involved of **gas** to be taken off by the **shipper** from a third party at an **entry point** and all **hourly** quantities of the **gas day** involved of **gas** to be made available by **shipper** to a third party at an **exit point**.

"normal conditions" (normaalcondities):

the conditions that apply at a temperature of 273.15 K (0 °C) and an absolute pressure of 101.325 kPa (1.01325 bar).

"Operational Balancing Agreement" or "OBA":

an agreement between *GTS* and a *neighbouring network operator* regarding the measurement, allocation and operational balancing at a particular **entry** or **exit point**.

"Party"; "Parties":

shipper or **ewex** and *GTS* as counterparties to an agreement individually; means **shipper** and *GTS* or **ewex** and *GTS* as parties to an agreement collectively.

"portfolio" (portfolio):

all agreements with *GTS* registered under a unique code.

"PRISMA":

the web enabled application for contracting services with *GTS*.

"program responsibility" (programmaverantwoordelijkheid):

responsibility for drawing up a programme as meant in article 17b, paragraph 1 or 2 of the Dutch Gas Act.

"reasonable and prudent operator":

a *Party* fulfilling its obligations with that degree of diligence, skill, prudence and foresight as reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions and in accordance with good operating practice.

"Regulation" (Verordening)

Regulation (EC) No 715/2009 of the European Parliament and of the Council on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005

"shipper" (erkende programmaverantwoordelijke):

a party who is recognised by *GTS* and consequently has **program responsibility**.

"shoulder month" (flankmaand):

the **gas month** March, April, October or November.

"single sided nomination"

a **nomination** or **renomination** regarding the hourly quantities at an **interconnection point** sent by one **shipper** submitted to *GTS* or to *NNO*, on behalf of both shippers as mentioned in that **nomination** at that corresponding **interconnection point**

"start date":

the date designated as such in a *contract data sheet*.

"summer month" (zomermaand):

the **gas month** May, June, July, August or September.

"system connection" (systeemverbinding):

a facility in the **national grid** ending at the **gas transfer point** for the benefit of a physical link between the **national grid** and a **distribution network**, consisting of pipelines, including necessary appliances, and the measuring and control equipment, by means of which the **gas** will be transferred from the **national grid** to the **distribution network**.

"Title Transfer Facility" or *"TTF"* (TTF):

the virtual location, serving as an **entry** and **exit point**, at which **shippers** and/or traders can transfer **gas**.

"TTFB":

the virtual location, serving as an **entry** and **exit point**, at which **shippers** can transfer **gas** by means of a balancing relation (as referred to in article 4.A.5).

"title transfer registration service":

means the service providing access to the **TTF** and the registration by *GTS* of title transfers at the **TTF**.

"transmission capacity" (transportcapaciteit):

the maximum **hourly** flow rate of **gas**, expressed in kWh/**hour**.

"upstream pipeline network" (gasproductienet):

one or more pipelines belonging to an oil or **gas** production project or in use for the transportation of **gas** directly from a **gas** production project to a gas treatment installation, a storage facility or a gas landing place.

"user" (verbruiker):

a natural or legal person that has a **connection** to a **gas transportation network**, a **connection** which is intended for the off take of **gas**; if the person in question has more than one **connection**, he will be considered a single **user** for each **connection**.

"user category":

one of the different categories of user groups, depending on type of **user** and measurement situation, as laid down in the Dutch Network Code.

"WDM-transaction" (WDM-transactie):

a buy or sell transaction by the **network operator** of the **national grid** on a **gas exchange** whereby the delivery or purchase takes place within one or more hours, being the **WDM title transaction** or the **WDM temporal transaction**.

"website":

the website of **GTS**, .

"winter month" (wintermaand):

the **gas month** January, February or December.

"Wobbe label" (wobbe label):

a label assigned to an **entry** or **exit point** by **GTS**. For the application of the *Dutch Network Code* (articles 4.4.5 and 4.4.6 of the Transmission Code Gas - TSO), the Wobbe label (H = 14,33, L = 12,92, G+ = 12,33 and G = 12,17, expressed in kWh/m³(n)), is listed in Appendix 1a and Appendix 1b.

"year" (yearly):

a period commencing at 06.00 hours on 1 January and ending at 06.00 hours on the following 1 January.

2. SERVICES

2.1 General

- 2.1.1 During each **hour** GTS shall offtake **gas** made available by **shipper** at **entry points** and shall simultaneously make available to **shipper gas** taken by **shipper** at **exit points**, subject to the contracted **entry** and **exit capacity**, **backhaul entry** and **exit capacity** and wheeling in a **portfolio** of **shipper** and as far as a **confirmation** has been issued in conformity with Appendix 5. **Shipper** is responsible for the delivery of **gas** at **entry points** and for the offtake of **gas** at **exit points** and shall have **program responsibility** at these **entry** and/or **exit points**.
- 2.1.2 The **capacity tranches** for transmission services to be sold as **interruptible** are published in Appendix 7. **Interruptible entry** and **exit capacity**, **backhaul entry** and **exit capacity** and **interruptible** wheeling shall be upgraded in accordance with the *Dutch Network Code*. **Interruptible** capacity contracted at **entry** and **exit points** that are within the scope of an open season project is not eligible for upgrading into firm capacity. **Interruptible** capacity contracted at the open season **entry** and **exit points** will only be upgraded to firm capacity after the commitments for firm capacity of the open season participants at these points have been honoured.
- 2.1.3 GTS has the right not to perform services under an agreement if the required allocation arrangements have not been made or if the physical connection is not ready for safe and legitimate use, provided GTS has acted as a *reasonable and prudent operator* in this respect. A subsequent payment obligation of **shipper** or **ewex** under an agreement in respect of such services shall be suspended accordingly, unless the delay is attributable to the **shipper** or **ewex**.

Transmission services

2.2 Entry and exit capacity

- 2.2.1 **Exit capacity** at an **exit point** connected to a **distribution network** can only be contracted by signing a *declaration of acceptance* in advance. This **exit capacity** is confirmed by an invoice.
- 2.2.2 The conditions in Appendix 9 are applicable to **entry capacity** related to **gas** from small fields.

2.3 Backhaul entry and exit capacity

In case of **backhaul**, the relevant **entry point** will be deemed an **exit point** and the relevant **exit point** will be deemed an **entry point**.

If a **shipper** wants to inject gas into a **distribution network**, **shipper** has to contract **backhaul exit capacity** at the virtual point for injection (VPI) in the **national grid**.

2.4 Wheeling

- 2.4.1 **Shipper** can contract wheeling for the combinations listed in Appendix 4.

2.4.2 According to the *Dutch Network Code* **shipper** shall keep the quantities of **entry gas** and the quantities of **exit gas** in a wheeling **portfolio** equal on an **hourly** basis. If, in rare cases, a situation of imbalance between **entry gas** and **exit gas** in a wheeling **portfolio** arises, **shipper** shall remedy such imbalance immediately in so far the imbalance has not yet been remedied by the **WDM-transaction**.

2.5 Shorthaul

2.5.1 According to the *Dutch Network Code* **shipper** shall keep the quantities of **entry gas** and the quantities of **exit gas** in a shorthaul **portfolio** equal on an **hourly** basis. If, in rare cases, a situation of imbalance between **entry gas** and **exit gas** in a shorthaul **portfolio** arises, **shipper** shall remedy such imbalance immediately in so far the imbalance has not yet been remedied by the **WDM-transaction**.

2.6 Intentionally deleted

Transmission related services

2.7 Diversion

2.7.1 **Shipper** can contract diversion for the combinations listed in Appendix 3.

2.8 Intentionally deleted

2.9 Surrender of capacity

Capacity offered to *GTS* for the service surrender of capacity as referred to in article 2.2.4 of Annex 1 to the **Regulation** and article 2.1.14 of the *Dutch Network Code* (Transmission Code Gas – TSO) has to be surrendered 10 business days in advance of the release date of the relevant auction in accordance with the auction calendar as published by PRISMA on their website.

After the relevant auction *GTS* will inform **shipper** that offered capacity for the service surrender of capacity about the result.

Other services

2.10 Online Transport Information

The conditions regarding the Online Transport Information service are specified in Appendix 10 of these *general conditions*.

2.11 Title Transfer Facility

2.11.1 The *title transfer registration service* can be contracted by **shipper**. This service allows for the registration by *GTS* of the transfer of the title to **entry gas** from the **TTF** or **exit gas** to the **TTF** between **shipper** and another **shipper**, provided that the latter **shipper** has the *title transfer registration service* in place as well.

2.11.2 A *gas exchange operator* or its *clearing party* shall only have a *title transfer registration service* in place and it shall only authoritatively (re)nominate on behalf of **shippers** that

have a *title transfer registration service* in place. The provisions that apply to the **shipper** also apply to the *gas exchange operator* and its *clearing party*.

- 2.11.3 The contracted *title transfer registration service* is valid for an indefinite number of **gas months**. **Shipper** can terminate this subscription observing a notice period of at least one month, at any moment after an initial term of twelve consecutive **gas months**, by written notice stating the date of termination of the subscription, and provided that at the date of termination no **confirmation** with the status 'settled' (see Appendix 5) exists. The subscription can only end on the last **gas day** of a **gas month**.
- 2.11.4 The *title transfer registration service* cannot be used in a wheeling or shorthaul **portfolio**.

Sundries

2.12 Surety related to imbalance in a portfolio

- 2.12.1 *GTS* may suspend the performance of the *title transfer registration service*, for a specified period, as soon as **shipper** has realised shortage of **gas** in its **portfolio** that may cause amounts to be due and payable arising from the balancing regime that are in excess of the credit limit of **shipper**, or that are otherwise of such a nature that *GTS* may reasonably not expect to receive full and timely payment of these amounts. **Shipper** may prevent suspension of performance of the *title transfer registration service* if sufficient additional financial security is provided.

3. PARTIES

- 3.1 Only a **shipper** can make use of its contracted services.
- 3.2 Before **shipper** can contract the *title transfer registration service* its credit limit shall be decreased with an amount of €50,000. This credit provision is supplemental to the credit provisions in the *Dutch Network Code* relating to other services.
- 3.3 If the credit limit of a **shipper** is not sufficient, an additional financial security has to be provided according to the credit provisions in the *Dutch Network Code*.

If an additional financial security has been provided and it is later established between *Parties* that *GTS* had no reasonable grounds for requesting such additional financial security, *GTS* shall reimburse **shipper** or **ewex** reasonable costs of furnishing the additional financial security, paid to third parties, provided that prior to providing the additional furnishing of the financial security, **shipper** or **ewex** has given *GTS* duly motivated written notice stating why such reasonable grounds are lacking.

4. OPERATIONAL ASPECTS

4.A Balancing and guarding of contracted capacities

4.A.1 Balancing per portfolio

4.A.1.1 **Shipper** will use its reasonable endeavours to make available **gas** at an **entry point** and to take **gas** at an **exit point** at a uniform rate within the **hour**.

4.A.2 Intentionally deleted

4.A.3 Intentionally deleted

4.A.4 Guarding of contract capacities per portfolio

4.A.4.1 If in an **hour** the **entry** or **exit gas** exceeds 102% of the contracted **entry** or **exit capacity** in a portfolio during such **hour**, then an **hourly entry** or **exit capacity** overshoot will be deemed to have occurred in that portfolio.

In case:

- two or more **shippers** have (the usage right to) contracted **exit capacity** at an **exit point**, and
- conditional to an agreement between **GTS** and **end user** regarding overshoot charges, and
- the total **exit capacity** contracted by **shippers** at such an **exit point** is at least equal to the agreed **exit capacity** with the **end user**

the above-mentioned overshoot at the relevant **exit point** will not be charged to **shippers**. In this case an overshoot will be deemed to have occurred if the sum of the allocations for this **exit point** exceeds 102% of the agreed **exit capacity** with the **end user**. This overshoot will be charged to the **end user**. In case the total **exit capacity** contracted by **shippers** at such an **exit point** is less than the agreed **exit capacity** with the **end user** **GTS** will inform **shippers** and **end user**.

4.A.5 Balancing relations at TTFB

In addition to the *Dutch Network Code* (article 4a.2.5 of the Allocatiecode Gas) the following is applicable. A combination of a percentage-based nomination and Min balance is not supported.

The percentage-based nomination, Min balance and Max balance have to be specified per customer category.

4.B Transmission and TTF

4.B.1 A **nomination** or **renomination** shall be in conformity with **shipper's** rights under an agreement. Such a **nomination** or **renomination** will be confirmed by **GTS** by means of a **confirmation**. *Parties* shall apply the operating procedures pursuant to Appendix 5.

4.B.2 **Shipper** shall give **nominations** up to the contracted **entry** and **exit capacity**. Because of technical limitations resulting from the **hourly** technical minimum capacity of the **national grid** at the relevant **entry** or **exit point** **GTS** may require a **nomination** from **shipper** taking into account such **hourly** technical minimum capacity. **Shipper** may give a **renomination** without restriction within such range, provided these **renominations** are notified prior to the **gas day** in respect of which **nominations** are made.

Renominations within the **gas day** within such range shall be met subject to operational constraints affecting **GTS**, to be decided by **GTS** at its sole discretion.

- 4.B.3 **(Re)nominations** and **confirmations** shall be expressed in kWh/h.
- 4.B.4 **Shipper**, acting as a *reasonable and prudent operator*, undertakes to nominate as precisely as reasonably possible, taking into account reasonable expectations regarding delivery of **gas** at the **entry point** and offtake of **gas** at the **exit point**. **GTS** has the right to adjust **nominations** in case **shipper** displays a pattern of structurally significant higher **nominations** than allocations.
- 4.B.5 It is recognised that, due to the nature of the entry-exit system, **nominations** for the use of firm **entry** and **exit capacity** may, in rare cases, not be fully honoured for reasons not related to maintenance, damage to the **national grid** or quality or pressure deficiency of **entry gas**. In such a case, **GTS** will have the right to instruct **shipper** to change its **(re)nomination** in such a way, as prescribed by **GTS**, that the integrity of the **national grid** will be maintained.
- 4.B.6 Single sided nominations
- 4.B.6.1 **Shipper** can make use of *single sided nominations* at **interconnection points** listed in appendix 8.
- 4.B.6.3. If **shipper** wants to make use of *single sided nominations*, **shipper** shall appoint a **shipper** who shall be responsible for nominating on his behalf at an **interconnection point**. **Shipper** shall give notice to the transmission system operator of this agreement between both **shippers**. Nominations submitted on behalf of **shipper** by means of single sided nominations will be considered as nominations send by the **shipper** according to Dutch Network Code.
- 4.B.7 Upon sufficient proof and following timely announcement, **GTS** shall accommodate the inspecting and testing of **gas equipment** or a **gas storage facility** connected to the **national grid** under conditions to be agreed between **Parties**. **GTS** shall not impose surcharges on **shipper** resulting from capacity overshoots related to such inspecting or testing in so far as agreed between **Parties** in advance.
- 4.B.8 If **shipper** is the only **shipper** at the **exit point**, **GTS** will, if technically possible, on duly motivated request of **shipper**, interrupt and resume or terminate the performance of transmission services in order to enable **shipper** to interrupt or terminate the delivery of **gas** to **end user** that may be expected to continue taking **gas**, without prejudice to the right of any other supplier of **gas** to deliver **gas** to **end user**. **GTS** will inform **end user** of the request of **shipper** within 24 hours after receipt of this request and gives **end user** the opportunity to provide proof to the contrary within two (2) **business days** after being informed by **GTS**. **GTS** will comply with the request of **shipper** within five **business days** after receipt of the request. However, **GTS** will not, interrupt and resume or terminate the performance of transmission services if the proof to the contrary gives rise to this.
- 4.B.9 If **shipper** contributes to a commingled stream at the **exit point**, **GTS** will – within two **business days** from a request of **shipper** – contribute to the interruption or the termination of the delivery of **gas** to **end user** that may be expected to continue taking **gas**, by recognizing zero **nominations** of **shipper** at the **exit point**. **Shipper** will notify in advance all other **shippers** which contribute to this commingled stream of such action. **GTS** will provide the necessary names, addresses and telephone numbers.

4.B.10 An interruption and resumption or termination of the delivery of **gas** pursuant to article 4.B.8 or article 4.B.9, including the informing of and making arrangements with other parties contributing to the commingled stream and the proper informing of *end user*, will take place under full responsibility of **shipper** and will not affect the amounts payable by **shipper** to *GTS* under an agreement.

4.B.11 *GTS* can exercise its right under a *Grid Connection Agreement* to shut off the **connection** to *end user*. In such a case, *GTS* will notify **shipper** as soon as possible.

4.C Allocation

4.C.1 *Parties* shall apply the allocation procedures pursuant to Appendix 6.

4.C.2 Intentionally deleted.

4.C.3 Regarding **entry** and **exit points** where *GTS* is the transmission operator responsible for measurement and/or allocation, *GTS* shall retain an auditable record of all underlying data used for allocation and invoicing on an **hourly** basis per meter run at least as long as legally required. *Parties* acknowledge the confidentiality matters involved in the underlying data in a situation of commingled stream.

4.D Quality and pressure

4.D.1 Entry point

4.D.1.1 The **gas** to be delivered at the **entry point** shall comply with the pressure and quality specifications laid down in Appendix 2a.

4.D.1.2 If the pressure does not comply with the pressure specification, *GTS* has the right to refuse all or part of that **gas**.

4.D.1.3 *Parties* shall inform each other promptly of a deviation from the quality specification. No later than one **hour** after giving such information, *GTS* shall give notice to **shipper** of its decision either:

- (i) to refuse the **gas** until the deficiency of the quality has been remedied; or
- (ii) to accept a specified part or all of that **gas** until further notice. Such notice shall have effect from at least one **hour** from that notice.

Parties shall with all possible diligence and speed investigate the cause(s) of the quality deficiency. Each *Party* shall as soon as possible thereafter notify the other *Party* of the nature of the failure and take those actions within its respective control which can reasonably be expected to expeditiously remedy the cause and resulting situation.

4.D.1.4 If *GTS* refuses all or part of the **gas** in accordance with article 4.D.1.2 or 4.D.1.3, then such **gas** shall be deemed to have not been made available by **shipper** in accordance with article 2.1.1.

4.D.2 Exit point

- 4.D.2.1 *GTS* shall make available **gas** at the **exit point** complying with the pressure and quality specifications in force, provided the **entry gas** delivered by **shipper** and **gas** delivered by all other **shippers** complies with the specifications laid down in Appendix 2a and the quantities of **gas** delivered at all **entry points** allow *GTS* to operate the system in such a way that the quality and pressure specifications at the **exit point** can be met.
- 4.D.2.2 The **gas** to be delivered by *GTS* at border points shall comply with the quality and pressure specifications laid down in Appendix 2b. The **gas** to be delivered by *GTS* at other **exit points** shall comply with the quality and pressure specifications laid down in the Dutch Gas Act and *Dutch Network Code*.
- 4.D.2.3 If the pressure or quality does not comply with the specifications in force, *GTS* and the *NNO* or *end user* shall decide whether all or part of the **gas** will be delivered at the **exit point**. As soon as possible *GTS* will inform **shipper** on the deviation from the specifications and the decision resulting from the consultation of *GTS* with *NNO* or *end user*.
- 4.D.2.4 In so far *GTS* decides not to deliver all or part of the **gas** in accordance with article 4.D.2.3, then such **gas** shall be deemed not to have been made available to **shipper** in accordance with article 2.1.1.

5. AMOUNTS CHARGEABLE AND INVOICING

Transmission services

5.1 Entry and exit capacity

5.1.1 For each *contract data sheet* the **entry** or **exit capacity** in **gas month** m of each *contract unit* will be referred to as T_m , where T_1 is the **entry** or **exit capacity** for the first **gas month** of the *contract unit*, T_2 for the second **gas month**, and so on. For each **entry** and **exit point** within a *contract data sheet* and for each *contract unit* the **entry** or **exit capacity** T_m will be ranked with the largest **entry** or **exit capacity** being designated TR_1 , the second largest TR_2 , and so on.

Per **gas month**, the amount to be charged in euros per capacity range ($TR_i \dots TR_{i+1}$) in the **gas month** concerned for **entry** or **exit capacity** per *contract data sheet* will be equal to:

$$d_i/m_i \times J \times (TR_i - TR_{i+1})$$

where

- d_i = the minimum of $(0.3 \times w_i + 0.15 \times f_i + 0.075 \times z_i; 0.8125 + 0.03 \times w_i + 0.015 \times f_i + 0.0075 \times z_i)$; and
- z_i = the number of *summer months* during the *contract unit* containing **entry** or **exit capacity** range ($TR_i \dots TR_{i+1}$); and
- f_i = the number of *shoulder months* during the *contract unit* containing **entry** or **exit capacity** range ($TR_i \dots TR_{i+1}$); and
- w_i = the number of *winter months* during the *contract unit* containing **entry** or **exit capacity** range ($TR_i \dots TR_{i+1}$); and
- m_i = number of **gas months** during the *contract unit* containing **entry** or **exit capacity** range ($TR_i \dots TR_{i+1}$); and
- J = D_{entry} euros per kWh per **hour** (rounded to three decimals) for firm **entry capacity**; or D_{exit} euros per kWh per **hour** (rounded to three decimals) for firm **exit capacity**; and
- D_{entry} = the tariff for a period of twelve consecutive **gas months** for **entry capacity** in euros per kWh per **hour** laid down in Appendix 1a; and
- D_{exit} = the tariff for a period of twelve consecutive **gas months** for **exit capacity** in euros per kWh per **hour** laid down in Appendix 1b; and
- TR_i = ranked **entry** or **exit capacity** where the largest **entry** or **exit capacity** is designated TR_1 , the second largest TR_2 , and so on; and
- TR_{M+1} = 0; and

M = the number of capacity ranges in the *contract unit*.

After ranking, the effect of the *monthly factor* will be determined irrespective whether a capacity range (TR_i ... TR_{i+1}) contains firm capacity, **interruptible** capacity or both.

- 5.1.2 For a *capacity tranche* the tariff for **interruptible** capacity is calculated as the firm tariff minus a reduction. The *capacity tranche* and the corresponding tariff class is given in Appendix 7. In case an agreement results in **interruptible entry** or **exit capacity** in a **gas month**, the reduction percentage will be calculated as the weighted average related to the part of the **interruptible entry** or **exit capacity** in that *capacity tranche*.

The reduction percentage will be applied to the **interruptible** capacity on a **monthly** basis per capacity range, starting with the first range in the **gas month**.

5.2 Wheeling

- 5.2.1 For each *contract data sheet* the wheeling capacity in **gas month** m of each *contract unit* will be referred to as W_m, where W₁ is the wheeling capacity for the first **gas month** of the *contract unit*, W₂ for the second **gas month**, and so on. For each *contract data sheet* and for each *contract unit* the wheeling capacities W_m will be ranked with the largest wheeling capacity being designated WR₁, the second largest WR₂, and so on.

Per **gas month**, the amount to be charged in euros per wheeling capacity range (WR_i ... WR_{i+1}) in the **gas month** concerned for wheeling per *contract data sheet* will be equal to:

$$d_i/m_i \times J \times (WR_i - WR_{i+1})$$

where

d_i = the minimum of (0.3 x w_i + 0.15 x f_i + 0.075 x z_i; 0.8125 + 0.03 x w_i + 0.015 x f_i + 0.0075 x z_i); and

z_i = the number of *summer months* during the *contract unit* containing wheeling capacity range (WR_i ... WR_{i+1}); and

f_i = the number of *shoulder months* during the *contract unit* containing wheeling capacity range (WR_i ... WR_{i+1}); and

w_i = the number of *winter months* during the *contract unit* containing wheeling capacity range (WR_i ... WR_{i+1}); and

m_i = number of **gas months** during the *contract unit* containing wheeling capacity range (WR_i .. WR_{i+1}); and

J = the tariff for firm wheeling in euros per kWh per **hour** per *year* as laid down in Appendix 1c; and

WR_i = ranked wheeling capacity where the largest wheeling capacity is designated WR₁, the second largest WR₂, and so on; and

WR_{M+1} = 0; and

M = the number of wheeling capacity ranges in the *contract unit*.

After ranking, the effect of the *monthly factor* will be determined irrespective whether a wheeling capacity range ($WR_i \dots WR_{i+1}$) contains firm wheeling capacity, **interruptible** wheeling capacity or both.

- 5.2.2 For a *capacity tranche* the tariff for **interruptible** wheeling capacity is calculated as the firm tariff minus a reduction. The *capacity tranche* and the corresponding tariff class is given in Appendix 7. In case an agreement results in **interruptible** wheeling capacity in a **gas month**, the reduction percentage will be calculated as the weighted average related to the part of the **interruptible** wheeling capacity in that *capacity tranche*.

The reduction percentage will be applied to the **interruptible** wheeling capacity on a **monthly** basis per capacity range, starting with the first range in the **gas month**.

Transmission related services

5.3 System connection

- 5.3.1 The fee will be expressed as a tariff in euros per kWh per **hour** per *year* rounded to three decimal places. This tariff is laid down in Appendix 1b. The amount chargeable will be calculated in relation to the total contracted **exit capacity**.

5.4 Diversion

The amount chargeable for diversion is a fixed fee laid down in Appendix 1c. Each diversion request regarding flat capacity at an **entry** or **exit point** for a continuous period resulting in a revised *contract data sheet* constitutes one diversion.

5.5 Transfer of capacity rights and usage rights

The amount chargeable for the registration of one trade result is a fixed fee laid down in Appendix 1c. This fee will be charged to the party discharging the rights.

Each request regarding flat capacity for a continuous period and, with respect to **entry** or **exit capacity**, regarding one **entry** or **exit point**, resulting in one revised *contract data sheet* or an email confirming the transfer constitutes one trade result.

Other services

5.6 Connection

5.6.1 Connections constructed by GTS

For **connections** constructed by *GTS* a tariff in euros per kWh per **hour** per *year* will be applied. The tariff is rounded to three decimal places. The tariff is laid down in Appendix 1a for production points and storage, and in Appendix 1b for industrial points and private distribution points. The amount chargeable will be calculated in relation to the total contracted **entry** or **exit capacity**.

5.6.2 Connections points

For **connection points** a tariff in euros per kWh per **hour** per *year* will be applied. The tariff is rounded to three decimal places. The tariff is laid down in Appendix 1a for production points and storage, and in Appendix 1b for industrial points and private

distribution points. The amount chargeable will be calculated in relation to the total contracted **entry** or **exit capacity**.

5.7 TIE

5.7.1 Intentionally deleted

5.7.2 Intentionally deleted

Other issues

5.8 Intentionally deleted

5.9 Reduction of amounts chargeable

5.9.1 Intentionally deleted

5.9.2 In case of a capacity reduction in accordance with the *Dutch Network Code* (article 4.4 of the Transmission Code Gas - TSO), the reduction of the amount chargeable shall be the applicable tariff for the reduced service times the difference between the average historic use and the remaining available capacity.

5.9.3 For the calculation under article 5.9.2 of the reduction of the amount chargeable in case of the inability of *GTS* to make available quantities of **exit gas** or the refusal of *NNO* or *end user* to take quantities of **exit gas** pursuant to article 4.D.2.3, the tariff for the relevant **exit point** shall be increased with the average of all entry tariffs valid at the time of the capacity reduction.

5.10 Tariff changes and changes in capacity tranches

5.10.1 New tariffs, established by the Dutch energy regulator "Autoriteit Consument en Markt" pursuant to article 82 of the Dutch Gas Act, apply to existing agreements with effect from the moment these tariffs enter into force.

5.10.2 Changes in amounts chargeable that result from the *yearly* adjustment of *capacity tranches* apply to existing agreements with effect from the moment these adjustments come into effect. *GTS* will inform **shippers** of such an adjustment and will try to do so ultimately one week before the adjustment comes into effect.

5.11 Supplementary provisions

5.11.1 Amounts due by **shipper** or **ewex** are exclusive of taxes, duties or levies of a similar nature. *GTS* is entitled to add to such amounts taxes, duties or levies of a similar nature lawfully imposed on *GTS* by a competent authority with respect to the services performed by *GTS*, to the extent that *GTS* is actually economically affected by such taxes, duties or levies of a similar nature and subject to the right of **shipper** or **ewex** to verify, at its expense, by means of a certified auditor's statement that such taxes, duties or levies of a similar nature have been duly paid.

5.11.2 **Shipper** will be responsible for making such declarations as are required by the Dutch authorities in respect of intrastate declarations or customs declarations covering the **gas** entering the Netherlands as goods acquired or imported by **shipper** and leaving the Netherlands as goods disposed of or exported by **shipper**.

5.11.3 Calculations made by *GTS* with respect to tariffs and balancing shall be rounded to at least four decimal places. The amounts payable so determined shall be rounded to two decimal places.

5.12 Invoicing

5.12.1 As soon as possible after the end of each **gas month** *GTS* shall invoice **shipper** or **ewex** for the amounts chargeable, rounded to the nearest euros cent, for services rendered during that **gas month**. Different services may be invoiced separately. Invoices shall be duly specified.

Amounts chargeable can be provisional, for example in case of lack of timely availability of the required measurement data and final allocation figures or for any other sensible reason, and will in that case be labelled as such. If a service is discontinued prior to its original *end date*, the **monthly** fee shall therefore be recalculated and invoices sent previously may be adjusted accordingly. In case allocations at **entry** or **exit points** are changed, *GTS* may adjust previously sent invoices accordingly.

5.12.2 Settlement, in so far not related to settlements referred to in the *Dutch Network Code* (article 6 of the Allocation Code Gas), of amounts undercharged or overcharged because of a provisional calculation or as a result of a recalculation in case of early termination of services will be made with interest. The basis for the calculation of interest will be the difference on a **monthly** basis between the **monthly** amounts provisionally charged and the final **monthly** amounts calculated. The interest period with respect to said difference will commence at the ultimate date of payment of the original **monthly** invoice to which the adjustment relates, until but excluding the actual date of payment. The applicable interest rate will be the arithmetic mean of *EURIBOR* for the calendar months to which the calculation of interest relates plus one per cent per annum and rounded to two decimal places.

5.12.3 An invoice shall be paid by the debtor in such a manner that the creditor will have the money at its free disposal on an account specified by the creditor within fourteen days of the invoice date. The date of sending the invoice is equal to the invoice date. For each day by which the specified payment period is exceeded the debtor will be charged interest at the rate of the arithmetic mean of *EURIBOR* for the calendar months to which the calculation of interest relates plus four per cent per annum and rounded to two decimal places.

If a *Party* disputes the correctness of an invoice this shall not remove the obligation to pay within the specified period, except in the case of an obvious error. Such issues must be raised as soon as possible but in any event within a period of two *years* after the invoice date, after which period an invoice can no longer be disputed.

5.12.4 If in respect of a **gas month** amounts of money under an agreement are due by *GTS* to **shipper** or **ewex** and vice versa, only the net amount shall be payable. Amounts of money payable with respect to reconciliation will not be set off against amounts due under an agreement.

5.12.5 If a *Party* is unable to render an invoice because the other *Party* has not provided the information required to prepare the invoice, the latter *Party* shall pay interest to the invoicing *Party* on the sum which the invoicing *Party* would otherwise have billed the other *Party* at the rate of the arithmetic mean of *EURIBOR* for the calendar months to which the

calculation of interest relates plus four per cent per annum and rounded to two decimal places.

5.12.6 If an invoice is not paid by debtor in accordance with 5.12.3, all actual judicial and extrajudicial costs shall be paid by debtor.

5.12.7 Costs related to international payments will not be borne by GTS.

6. LEGAL ASPECTS AGREEMENTS

6.A Agreements: offer, start, term, end

6.A.1 A request for services that can be contracted with the Click and Book functionality of *PRISMA* shall be submitted by means of *PRISMA*. Only under special circumstances, **shipper** or **ewex** may use a standard form, available on the *website*, to request services and send this form signed to *GTS* by email or post. This standard form is not available for within day capacity products.

6.A.2 Intentionally deleted

6.A.3 Upon receipt by *GTS*, the request for services establishes a binding declaration of **shipper** or **ewex** to enter into an agreement as specified in the request. These *general conditions* apply to such an agreement.

6.A.4 Requests for services submitted by means of *PRISMA* receive a timestamp when the back-end systems starts processing the request.

Requests sent by email or post are entered in the back-end system of *GTS* in order of receipt and during office hours. Such request will receive a timestamp at the moment *GTS* enters the request and the back-end system starts processing the request.

6.A.5 *GTS* may attach specific conditions to services. *GTS* will inform **shipper** at forehand about these specific conditions. The specific conditions will be attached to an agreement and will form an integral part of that agreement. These specific conditions may relate, for example, to additional pressure and/or quality specifications of the **gas** or to capacity constraints at an **exit point** with more than one pressure regime.

6.A.6 The contracting of services will, if applicable, promptly be confirmed by *GTS* by means of an email with a link to the *contract data sheet* containing the contracted services. **Shipper** or **ewex** that has no access to *PRISMA* will receive a confirming email with the *contract data sheets* containing the contracted services. The *contract data sheet* will embody full proof of the content of the agreement. **Shipper** or **ewex** will check the content of the *contract data sheet* and report any incorrectness to *GTS* within five **business days** after receiving the email. **Shipper** or **ewex** can check the contracted services in Gasport.

6.A.7 In case of customised services or services with additional conditions *GTS* will send **shipper** or **ewex** a written agreement. If this agreement is not duly signed by **shipper** or **ewex** and received by *GTS* within ten **business days** after the date of the letter accompanying the agreement or - if sooner - before the *start date*, *GTS* may postpone the performance of services until the signed agreement has been received by *GTS*, or *GTS* may cancel the agreement.

6.A.8 For the term of an agreement a *contract unit* or, if applicable, several *contract units* shall be defined. If the *contract period* is longer than twelve **gas months** the first *contract unit(s)* shall be the unit(s) of twelve consecutive **gas months**.

6.A.9 Each *Party* shall be entitled, without judicial intervention, to terminate an agreement and/or to suspend fulfilling obligations under an agreement if the other *Party*:

- (a) is declared bankrupt (in Dutch: 'in staat van faillissement verklaard') or is granted a (provisional) suspension of payment (in Dutch: 'surséance van betaling') or is declared in a similar legal status affecting the rights of creditors generally; or
- (b) in case such other *Party* is **shipper** or **ewex**, has lost its license; or
- (c) fails to fulfil its payment obligations; or
- (d) fails to fulfil any other material obligation under that agreement; or
- (e) does not in time furnish the financial security as laid down in the *Dutch Network Code* and the *general conditions*.

6.A.10 In the case referred to under article 6.A.9 (a) or (b), a *Party* shall be entitled to immediately suspend the performance of services under an agreement or to terminate that agreement. In the cases mentioned in article 6.A.9 (c) up to and including article 6.A.9 (e), a *Party* shall only exercise these rights after it has summoned the other *Party* in writing to remedy its default within a reasonable period and that other *Party* has not acted accordingly, unless it is apparent that such summoning will be of no avail. In the case referred to under article 6.A.9 (e) a period of five days to remedy the default is deemed to be reasonable. Where payment obligations are concerned a period of ten days to remedy the default is deemed to be reasonable.

In case *GTS* terminates an agreement in accordance with article 6.A.9, **shipper** or **ewex** is obliged to pay *GTS* 100% of the tariff for the cancelled services that would have been due and payable during the original term of the agreement. If (a part of) a cancelled service has been contracted by another party within two months after termination of the agreement the aforementioned payment obligation will be decreased accordingly. The amount the **shipper** or **ewex** is obliged to pay is calculated on the basis of the tariffs applicable at the time of the termination of the agreement.

6.A.11 In case of bankruptcy (in Dutch: 'faillissement') or the termination of all activities of *end user*, **shipper** is entitled, with effect from the beginning of the **gas month** immediately following the **business day** at which *end user* is declared bankrupt or at which **shipper** has notified *GTS* of the termination of all activities of *end user*, hereinafter referred to as the termination date, to terminate the relevant agreement or to decrease the contracted services under that agreement to the extent the contracted services are related to such *end user*, subject to payment to *GTS* of 50% of the tariff for the cancelled or decreased services that would have been due and payable during the original term of the agreement. The amount due is calculated on the basis of the most recently established tariffs at the time the agreement ends.

In case within six months from the termination date **exit capacity** is contracted at the **exit point** involved, the payment due will be reduced. For each **gas month** the reduction will be calculated as follows:

$$R = 50\% \times C \times T \times M$$

where

R = reduction amount per **gas month**; and

C = the lower value of the contracted **exit capacity** and the contracted **exit capacity** during the original term of the agreement; and

T = the lower value of the tariff due and the tariff applicable during the original term of the agreement; and

M = the lower value of the *monthly factor* due and the *monthly factor* applicable during the original term of the agreement.

If the bankruptcy or the termination of all activities takes effect within a year after a decrease in accordance with article 6.A.12, the effects of article 6.A.11 supersede a decrease of article 6.A.12 retrospectively.

6.A.12 Once a year **shipper** or **ewex** can decrease the contracted **exit capacity** at an industrial **exit point** subject to this capacity being contracted not later than 31 December 2013 by one percentage per **gas month** or per *year* for the remainder of the *contract period* observing a notice period of at least twenty four **gas months**. A decrease not exceeding 20% of the contracted **exit capacity** is free of charge. For a decrease in excess of 20% but not exceeding 40% of the contracted **exit capacity**, **shipper** or **ewex** shall pay 10% of the tariff for the decreased capacity. For a decrease in excess of 40% of the contracted **exit capacity**, **shipper** or **ewex** shall pay 20% of the tariff for the decreased capacity. *GTS* shall send **shipper** or **ewex** an adjusted *contract data sheet* and shall inform **shipper** or **ewex** of the amount chargeable. Such amount is immediately due and payable from the moment *GTS* has informed **shipper** or **ewex** of the same. The amount due is calculated on the basis of the most recently established tariffs at the time the adjusted *contract data sheet* is sent.

6.A.13 A *Party* shall notify the other *Party* by registered letter if that *Party* exercises its right to terminate an agreement.

6.A.14 Amounts that may be owed from the moment of termination of an agreement shall be immediately due and payable and bear interest (Euribor plus four per cent as specified in 5.12.3) in case of late payment.

6.A.15 If and in so far as *GTS* terminates the *Grid Connection Agreement* at an **exit point** in one of the following cases:

- (a) *end user* has not been able to fulfil its obligations under the *Grid Connection Agreement* during a continuous period of more than three months;
 - (b) *end user* is no longer in the possession of the required permits and/or (the conditions to) the permits are no longer respected; or
 - (c) *GTS* has shut off the physical connection because of non-compliance with safety and environment regulations and/or obligations of payment to *GTS*,
- shipper** may cancel the agreement with respect to that **exit point**, with effect from the date the *Grid Connection Agreement* is terminated by *GTS* and the physical connection is shut off by *GTS*.

6.B Assignment

6.B.1 A *Party* may assign all rights and obligations under an agreement, in case of transfer by **shipper** or **ewex** limited to all rights and obligations in a **portfolio** as one **portfolio**, with the prior written consent from the other *Party*, which consent shall not be unreasonably withheld or delayed. Consent shall be deemed to be reasonably withheld if in the case of a proposed transfer of obligations the *Party* making the transfer is unable to demonstrate to the reasonable satisfaction of the other *Party* that the proposed transferee has the ability to perform the obligations transferred to it.

Shipper or **ewex** will be deemed to consent to assignment, following the withdrawal of the appointment of *GTS* as the operator of the **national grid**, of *GTS*'s rights and obligations

under an agreement to the party that will be appointed as the operator of the ***national grid***.

6.B.2 No transfer pursuant to article 6.B.1 shall be effective until transferor has procured that the proposed transferee provides the other *Party* with a direct covenant in favour of and in a form reasonably satisfactory to the other *Party* that the transferee will observe and perform the obligations to be transferred to it.

6.C Dispute resolution and applicable law

6.C.1 Disputes arising in connection with an agreement shall be referred to the competent Dutch court, and jurisdiction by any other court is excluded.

6.C.2 Agreements are governed by and interpreted and applied in accordance with the laws of the Netherlands.

6.D Sundries

6.D.1 *GTS* may enter into a *Grid Connection Agreement* at an ***entry*** or ***exit point***. *GTS* will inform ***shipper*** of the conclusion of a *Grid Connection Agreement* at least one month previous to the entering into force of that agreement. *GTS* may inform ***shipper*** of such conclusion by updating its *website*. *GTS* will inform ***shippers*** affected by a *Grid Connection Agreement* of the main relevant parts of that *Grid Connection Agreement* and will publish the content of the standard conditions for *Grid Connection Agreements*.

If and when a *Grid Connection Agreement* has entered into force during the term of an agreement, the provisions in these *general conditions* regarding the physical connection may no longer form part of that agreement in so far that provisions are replaced by provisions in that *Grid Connection Agreement*.

If and when a *Grid Connection Agreement* will be terminated during the term of an agreement, the terms and conditions related to the physical connection will again form part of that agreement. *GTS* will inform ***shipper*** about such termination as soon as possible.

GTS may enter into an *Operational Balancing Agreement* at an ***entry*** or ***exit point***. *GTS* will inform ***shipper*** of the conclusion of an *OBA* at least one month previous to the entering into force of that agreement. *GTS* may inform ***shipper*** of such conclusion by updating its *website*. *GTS* will inform ***shippers*** affected by an *OBA* of the main relevant parts of that *OBA* and will publish, as far as possible, the content of each *OBA*.

6.D.2 Written and oral understandings between *Parties* prior to the date of an agreement concerning the matters treated therein are superseded by the contents of that agreement. Modifications and supplements shall not be valid unless drawn up in writing and signed by *Parties*. In case of a conflict between the provisions of an Appendix and these *general conditions*, the content of these *general conditions* will govern unless explicitly agreed otherwise. In case of a conflict between the provisions of a *Grid Connection Agreement* and these *general conditions*, these *general conditions* will govern unless explicitly agreed otherwise.

- 6.D.3 The failure of either *Party* to require performance by the other *Party* of a provision under an agreement or the *Dutch Network Code* shall not affect the right of the former to require future performance of such provision, nor shall the waiver by either *Party* regarding a breach of a provision under an agreement or the *Dutch Network Code* be held a waiver regarding a subsequent breach of such provision.
- 6.D.4 If one or more of the provisions of these *general conditions* should be totally or partially void or ineffective, this shall not affect the legal status of the other provisions. *Parties* undertake to co-operate in creating as soon as possible an effective new provision which approaches the economic purpose and any other effect of the ineffective or void provision as closely as possible. Until such new provision has been agreed upon, in case legal proceedings are pending in which the ineffective provision(s) are of any significance, *Parties* agree to request the Court for the application of article 3:42 of the Dutch Civil code, if such application is legally possible.
- 6.D.5 *GTS* is entitled to amend the content of these *general conditions* if, in the reasonable judgement of *GTS*, such amendment is necessary
- to avoid, limit and/or remedy inefficiencies in the use or management of the ***national grid*** or
 - to secure or improve the integrity of the ***national grid*** or
 - to secure the reliability of the performance of a service or
 - to cope with the consequences of abusive contracting or use of a service or
 - to improve or clarify the wording of these *general conditions*.
- 6.D.6 On conclusion of *Grid Connection Agreements*, *GTS* is entitled to adjust these *general conditions* in order to facilitate the implementation of *Grid Connection Agreements*.
- 6.D.7 *GTS* is entitled to amend these *general conditions* to accommodate the *Dutch Network Code* and legislation imposing obligations on *GTS*. Such amendments will have effect from the date the new legislation enters into force. *GTS* will consult with ***shipper*** or ***ewex*** prior to the amendments of the *general conditions* related to this article 6.D.7.
- 6.D.8 *GTS* will inform ***shipper*** or ***ewex*** at least one ***gas month*** before the entering into force of a material change pursuant to articles 6.D.5, 6.D.6 or 6.D.7. In case of a change pursuant to articles 6.D.5 or 6.D.6 that has a material adverse effect on ***shipper***'s or ***ewex***'s rights or obligations, ***shipper*** or ***ewex*** is allowed to terminate one or more agreements within one month from the date of publication on the *website* of the new version of the *general conditions* with effect from the first day the new version of the *general conditions* enters into force.
- 6.D.9 *Parties* undertake to co-operate in good faith with third parties in so far as involvement of those parties is directly or indirectly necessary for the fulfilment of an obligation under an agreement.
- 6.D.10 Intentionally deleted
- 6.D.11 In case there are more than one delivery points with different delivery pressures at an ***exit point*** the total amount of gas deliveries at the high or low pressure delivery points shall not exceed the technical maximum capacities for the high or low pressure delivery points concerned.

7. LIABILITY

- 7.1 A *Party* shall not be liable under any circumstances for any damage incurred by the other *Party*, subject only to the exceptions of this article 7.
- 7.2 **Shipper** shall only be liable to *GTS* for direct damage to the **national grid**, including the reasonable costs of cleaning, to the extent such damage is caused by an identified deviation from the quality specification and/or from the pressure specification mentioned in article 4.D.1.1 of the **entry gas** delivered to *GTS* before *GTS* has given notice to **shipper** to either refuse or accept the delivery of said deficient **entry gas**, as stipulated in article 4.D.1.3, or a period of one **hour** from the moment *GTS* is informed of the deviation from the quality specification and/or the pressure specification, whichever occurs first.
- 7.3 *GTS* shall only be liable to **shipper** or **ewex** for direct damage to **gas equipment**, including the reasonable costs of cleaning, to the extent such damage is caused by an identified deviation from the quality specification and/or from the pressure specification mentioned in article 4.D.2.1 of the **exit gas** delivered to **shipper** or **ewex** before *GTS* has informed **shipper** of the decision resulting from the consultation of *GTS* with *NNO* or *end user* as meant in article 4.D.2.3.
- 7.4 *GTS* will not be liable for consequences relating to an interruption or termination of the delivery of **gas** to *end user* as meant in articles 4.B.8 and 4.B.9 or to the failure of *GTS* to interrupt, terminate or resume such delivery. **Shipper** or **ewex** indemnifies *GTS* from claims by third parties including *end user*, relating to interruption, termination or resumption of the delivery of **gas** to *end user* pursuant to articles 4.B.8 and/or 4.B.9.
- 7.5 A limitation of liability according to the *general conditions* does not apply to direct damage that results from wilful misconduct or gross negligence.
- "Wilful misconduct" means an intentional or consciously reckless disregard, and
 - "gross negligence" means a reckless disregard,
- by a *Party* and/or its directors or employees of managerial or supervisory status, of any provisions of the *general conditions*, the *Dutch Network Code* or, generally, the obligations of a *reasonable and prudent operator*. Therefore, an intentional, consciously reckless or reckless disregard of any provisions of the *general conditions*, the *Dutch Network Code* or, generally, the obligations of a *reasonable and prudent operator*, by an employee of a *Party* who is neither a director nor an employee of managerial or supervisory status, is not considered to be "wilful misconduct" or "gross negligence". For the purpose of this article 7.5, 'Party' also includes any of its *affiliated companies* acting for and on behalf of that *Party*.
- 7.6 If a *Party* is liable under an agreement, liability to the other *Party* is limited per event to €2,500,000 or to the amount of the contracted services with respect to the **entry** or **exit point** where the damage has occurred if that amount exceeds €2,500,000, with a maximum of the amount for the services for one *year*, or, if shorter, the duration of services laid down in the *contract data sheets*.
- 7.7 To the extent a *Party* is not liable to the other *Party* under an agreement, the latter shall hold harmless and indemnify the former from and against claims by third parties.
- 7.8 The limitation of liability as laid down in this article 7 is also stipulated on behalf of N.V. Nederlandse Gasunie.

8. FORCE MAJEURE

8.1 In so far as a *Party* is unable to fulfil an obligation under an agreement due to *force majeure*, such *Party* will be relieved of those obligations. The *Party* claiming *force majeure* shall give written notice and reasonably full particulars to the other *Party* promptly after the occurrence of such *force majeure*, stating among other things the time which said *Party* estimates it will require to remedy the *force majeure* and shall keep the other *Party* regularly informed as to the progress of such remedy.

8.2 A shortcoming by **shipper** in the fulfilment of its obligations regarding the taking of **gas** at the **exit point** shall not be excused by *force majeure* if such shortcoming is caused by circumstances obstructing, hampering or interfering with normal business operations of **user**, unless the occurrence of such circumstances (i) is outside what may from time to time be expected to occur to **user** and other users active in the same line of business or operating similar installations as **user**, and (ii) otherwise also qualifies as *force majeure*.

A failure to timely pay amounts which are owed under an agreement shall not be excused by *force majeure*, unless the payment concerned is obstructed by law or is explicitly forbidden by a governmental authority.

8.3 If a *Party* claims *force majeure* under an agreement the other *Party* shall not be entitled to terminate that agreement or to terminate the obligation to perform services under that agreement on the grounds of such *force majeure*. However, if the *force majeure* lasts for a period of more than 90 **gas days**, the *Party* which did not claim *force majeure* shall be entitled to terminate the agreement in so far as affected by registered letter, upon expiration of the aforementioned period and as long as the *force majeure* exists.

8.4 For convenience only an unofficial translation is given hereunder of article 6:75 of the Dutch Civil Code. The official Dutch text of said article applies exclusively.

"The debtor cannot be held accountable for a shortcoming in the event it is not caused by its negligence and the accountability does not follow from the law or from a legally binding action or relevant generally held views in society."

8.5 Contrary to the provision of article 8.1, a *Party* claiming *force majeure* under an agreement shall not be relieved of the obligation to be in balance according to article 17b of the Gas Act and the *Dutch Network Code* (article 4.1 of the Transmission Code Gas - TSO).

8.6 Amounts that are due and payable by **shipper** or **ewex** cannot be withheld on the grounds of *force majeure* affecting *GTS* to the extent those amounts are chargeable for services that were performed by *GTS* prior to the occurrence of the event qualifying as *force majeure* or for services that are unaffected by such *force majeure*.

9. CONFIDENTIALITY

9.1 The content of agreements and other information obtained under these *general conditions* and the *Dutch Network Code* by one *Party* from the other, shall be held strictly confidential until three *years* from the *end date* or the date of early termination of the last agreement existing between *Parties*. A *Party* shall not disclose said information without prior written consent of the other *Party*.

However, a *Party* may make available said information without such prior consent to:

- (a) its employees or employees of *affiliated companies* or shareholders to the extent reasonably necessary for the approval and performance of these *general conditions*, the *Dutch Network Code* and any agreement thereunder, provided that such employees and shareholders shall be bound by equivalent provisions of confidentiality; or
- (b) a governmental authority or recognised security exchange, where such disclosure is required by law, order or regulation; in such case the disclosing *Party* will inform the other *Party* in advance of such disclosure and of its extent; or
- (c) banking and financial institutions and their consultants, where such disclosure is necessary in connection with financing arrangements, provided that such a *Party* shall first obtain a written undertaking of confidentiality from such institutions and their consultants, that is similar to the undertaking of confidentiality set forth in this article 9; or
- (d) independent consultants or contractors nominated by a *Party*, provided that such *Party* shall first obtain a written undertaking of confidentiality from each consultant or contractor, that is similar to the undertaking of confidentiality set forth in this article 9; or
- (e) a person or legal entity to which pursuant to article 6.B a right or obligation under an agreement has been or will be assigned or a legal successor of a *Party*, provided that the *Party* assigning or to be legally succeeded shall first obtain a written undertaking of confidentiality from such assignee or legal successor, that is similar to the undertaking of confidentiality set forth in this article 9; or
- (f) the *NNO*, where the disclosure of ***nominations***, on a confidential basis, is necessary in connection with ***gas*** flow procedures at the ***entry point*** respectively the ***exit point***.

9.2 Notwithstanding the provisions of article 9.1, the *Party* receiving the information may disclose such information without the other *Party's* prior written consent, only to the extent that such information:

- (a) is already lawfully known to the *Party* receiving the information and is not subject to an undertaking of confidentiality; or
- (b) is already in the public domain other than through the act or omission of the *Party* receiving the information; or
- (c) is acquired independently from a third party that is entitled to disseminate such information at the time it is acquired by the *Party* receiving the information.

10. INFORMATION AND COMMUNICATION

- 10.1 Intentionally deleted
- 10.2 *Parties* will at all times give each other all information as each may have available and as may be necessary or useful to enable *Parties* to carry out their obligations under an agreement, to the extent that a *Party* is entitled to disclose such information to the other.
- 10.3 Either *Party* may, at its own cost and by notice to the other *Party*, nominate independent officially recognized accountants, who may be assisted by a technical specialist, that are acceptable to the other *Party*, such acceptance not to be unreasonably withheld or delayed, which accountants may examine the books, records and charts of the other *Party* at reasonable hours to the extent necessary to verify the accuracy of a statement, charge or computation made pursuant to a provision under an agreement and to the extent that the auditing *Party* cannot verify such accuracy through the prudent exercise of its own internal controls. Books, records and charts shall be preserved for at least one year from the *end date* of the agreement to which they refer, provided that if such documents are related to facts which are disputed between *Parties* within or previous to the aforementioned year, then such documents shall be preserved until such dispute is settled.
- 10.4 For the communication of data SI units are used whenever possible. Notices are given in the English language, unless *Parties* agree otherwise. A Virtual Private Network (VPN) is used for the exchange of allocation and reconciliation communications.
- 10.5 Unless stipulated otherwise in these *general conditions*, a notice shall be given in writing and shall be deemed given and effective upon receipt by the *Party* addressed, or, in case the receipt is disputed:
- (a) if posted in the Netherlands, postage prepaid, to an address in the Netherlands, on the next ***business day*** subsequent to posting; or
 - (b) if posted outside the Netherlands or to an address outside the Netherlands, via airmail and postage prepaid, on the fifth ***business day*** subsequent to posting; or
 - (c) if sent by electronic mail on the next ***business day*** subsequent to sending.
- 10.6 To gain an insight into current and future transmission capacity market demand, *Parties* shall meet once a year to discuss the medium and long term planning. ***Shipper*** or ***ewex*** is requested to provide an indication of its expectations for the medium and long term.