

General conditions for booking of Incremental Capacity

1. General

- 1.1 These general conditions supplement the Transmission Service Conditions 2017-1 between Gasunie Transport Services B.V. (“GTS”) and **shipper**, and its successors (“TSC”), and 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 In the context of the *incremental capacity process* as prescribed in the Commission Regulation (EU) 2017/459 and pursuant to these general conditions, the TSC and the Dutch Network Code, GTS offers *incremental capacity* as firm **entry capacity** and/or **exit capacity** at **interconnection points** with a start date of 1 October 20xx in the annual yearly capacity auction of July 20yy of PRISMA; The Dutch energy regulator “Autoriteit Consument en Markt” has approved the project proposal for the *incremental capacity project* in its decision of XX-XX-XXXX;
- 1.3 These general conditions are applicable to *contracted incremental capacity*, in addition to the applicable TSC and the *Dutch Network Code*;
- 1.4 The provisions of the TSC shall apply to these general conditions as if the same were set out in these general conditions. If there is any inconsistency between any of the provisions of these general conditions and the provisions of the TSC, the provisions of these general conditions shall prevail.

2. Definitions

Expressions in italics and bold refer to expressions defined in Dutch in the Dutch Network Codes. Expressions in italics refer to expressions defined in these general conditions, the TSC or Commission Regulation (EU) 2017/459 . In these general conditions the following words and expressions have the denoted meaning:

- a. *Construction Phase*: the period between the annual yearly capacity auction of July 20yy of PRISMA and the *start date* of the contracted *incremental capacity*;
- b. *Contracted incremental capacity*: *incremental capacity*, including firm available existing capacity that is part of the offer level containing the *incremental capacity*, contracted by **shipper** as firm **entry capacity** and/or **exit capacity** at an **interconnection point** in the annual yearly capacity auction of July 20yy of PRISMA;¹
- c. *(To) Endeavour*: an obligation to take commercially practicable actions and to incur reasonable associated costs as far as a *reasonable and prudent operator* would do in similar circumstances, but excluding costs that – in the reasonable expectation of GTS – will not be included in the tariffs of GTS as established by the Dutch regulator “Autoriteit Consument en Markt” under article 82 of the Dutch Gas Act;
- d. *Start Date*: the first *Gas Day* of the period, as most recently adjusted by GTS in accordance with these general conditions, for which **shipper** has *contracted incremental capacity*;

¹ As mentioned in chapter 3, existing capacity is not part of incremental capacity in the current process. However, GTS aims to use these general conditions for booking incremental capacity also in future processes and therefore included existing capacity in the definition.

3. Binding commitment in auction

- 3.1 **Shipper** enters into a binding capacity commitment by contracting *incremental capacity* as firm **entry capacity** and/or **exit capacity** at an **interconnection point** in the annual yearly capacity auction of July 20yy of *PRISMA*.
- 3.2 **Shipper** is committed to the *contracted incremental capacity* and is not allowed to cancel the *contracted incremental capacity* at any time, unless this is explicitly permitted under these general conditions or the *TSC*.
- 3.3 The commitment of *GTS* to the *contracted incremental capacity* is subject to positive outcomes of the *economic tests* on both sides of the *interconnection point* for the relevant offer level according to article 4 of these general conditions.

4. Economic tests

- 4.1 In addition to the obligations regarding the *economic tests* as stated in the NC CAM all *contracted incremental capacity* that, as a result of the *economic tests*, will not be part of an *incremental capacity project* shall automatically be terminated, without the obligation for *GTS* to pay any damages or costs to **shipper**. In such case, all rights and obligations of *GTS* and **shipper** with respect to the terminated *contracted incremental capacity* will lapse.

5. Rights and obligations of *GTS* in the Construction Phase

- 5.1 After notification that the *economic tests* have a positive outcome for an offer level on both sides of the *interconnection point* and that an *incremental capacity project* shall be initiated, *GTS* shall aim to make available at the latest on *Start Date* the *contracted incremental capacities* in compliance with the requirements of these general conditions.
- 5.2 If *GTS* is unable to make the *contracted incremental capacity* available to **shipper** on *Start Date*, *GTS* shall Endeavour to make the *contracted incremental capacity* available within a reasonable time thereafter.
- 5.3 In determining whether a measure can be deemed commercially reasonable within the meaning of 2.C above *GTS* shall in particular, without limitation, give consideration to the required public permits and/or approvals and the additional requirements, ancillary provisions and instructions (if any) imposed or given by the competent authorities as well as the applicable regulatory framework and the generally accepted principles for compensating owners and third parties holding rights of use as developed on the basis of the applicable case law.
- 5.3 If *GTS* is unable to make the *contracted incremental capacity* available in time, or if the adjacent TSO is unable to make the relevant *incremental capacity* at the other side of the *interconnection point* available in time, as a sole remedy the performance of **shipper's** corresponding obligations on both sides of the border shall be delayed accordingly.
- 5.4 *GTS* shall immediately inform **shipper** in writing if a delay of the *Start Date* becomes apparent.