

**TRANSMISSION SERVICE CONDITIONS 2010-1**

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

**GAS TRANSPORT SERVICES B.V.**

**AND**

**SHIPPER, TRADER OR END USER WITH EXIT CAPACITY**

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## 1. GENERAL

### 1.1 Gasvoorwaarden

As of 1 January 2010 these general conditions supplement the "Gasvoorwaarden" as far as established by the Dutch energy regulator "Raad van Bestuur van de Nederlandse Mededingingsautoriteit" pursuant to article 12f of the Dutch Gas Act.

### 1.2 Units and time denotation

Units of pressure (Pascal), energy (Joule), 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  $x\text{ }^{\circ}\text{C} = x + 273.15\text{ K}$ .

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 *gas conditions*. Expressions in italics refer to expressions defined in these *general conditions*.

#### **"affiliated company"**

affiliated undertaking for the purpose of 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 (1) of said Directive or an undertaking owned by the same shareholders.

#### **"agreement"**:

means a *contract data sheet* and/or *declaration of acceptance*, including conditions specified in letters referred to in a *contract data sheet* or *declaration of acceptance*, specifying the key rights and obligations of *Parties*.

#### **"backhaul"**:

refers to "backhaul" and means, with reference to **transmission capacity** in the **national grid**, transmission on a counter flow basis.

#### **"business day"**:

refers to "werkdag" and means a day, not a Saturday or Sunday, which is neither an official holiday as meant in article 3, first paragraph, of the Dutch Act "Algemene Termijnenwet", nor a day equal to an official holiday by virtue of the second or third subsection of the above-mentioned Act.

#### **"capacity tranche"**:

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

#### **"clearing party"**:

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

#### **"confirmation"**:

refers to "confirmatie" and means the message – per **portfolio** – from GTS's Dispatching Centre (CCP) to **shipper** or **trader** containing among other things the **hourly** quantities of **gas** to be offtaken by **shipper** or **trader** from a third party at an **entry point** and the **hourly** quantities of **gas** to be made available by **shipper** or **trader** to a third party at an **exit point**.

**"connected party"**:

refers to "aangeslotene" and means a 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"**:

refers to "aansluiting" and means 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 d), of the Dutch Act 'Wet Waardering Onroerende Zaken'.

**"contract data sheet"**:

means a document providing the amounts and specifications of services contracted by **shipper**, **trader** or **ewex**.

**"contract period"**:

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

**"contract unit"**:

means 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**.

**"cumulative tolerance" or "CT"**:

means the temperature dependent quantity of **gas** designated to a **portfolio** on the basis of capacity in that **portfolio** and available to absorb a difference between **entry** and **exit gas** within a **gas day**.

**"daily margin" or "DM"**:

means the temperature independent quantity of **gas** designated to a **portfolio** on the basis of capacity in that **portfolio** and available to absorb a difference between **entry** and **exit gas** at the end of a **gas day**.

**"declaration of acceptance"**:

means the document by which **shipper**, **trader** or **ewex** declares to unconditionally accept these **general conditions**.

**"distribution network"**:

refers to "regionaal gastransportnet" and means a **gas transportation network** for which a **network operator** has been appointed by virtue of article 2, first subsection, of the Dutch Gas Act (in Dutch: 'Gaswet'), not being the **national grid**.

**"distribution network operator"**:

refers to "regionale netbeheerder" and means the operator of a **distribution network**.

**"diversion"**:

means the service to divert **entry** or **exit capacity** to another **entry** or **exit point** respectively.

**"end date":**

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

**"end user":**

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

**"end user with exit capacity" or "ewex":**

refers to "aangeslotene met exitcapaciteit" and means a **connected party** with a **connection** to the **national grid** that has contracted **exit capacity**.

**"entry capacity":**

refers to "entrycapaciteit" and means the **transmission capacity** at an **entry point**.

**"entry gas":**

refers to "entrygas" and means **gas** that is allocated for delivery by **shipper** or **trader** to **GTS** at an **entry point** following an *agreement*.

**"entry point":**

refers to "entrypunt" and means a point where **gas** enters or is deemed to enter the **national grid**.

**"EURIBOR":**

means the one-month Euro Interbank Offered Rates as set by the joint European banks and as published in Het Financieele Dagblad on the second **business day** of each calendar month.

**"exit capacity":**

refers to "exitcapaciteit" and means **transmission capacity** at an **exit point**.

**"exit gas":**

refers to "exitgas" and means **gas** that is allocated for delivery by **GTS** to **shipper** or **trader** at an **exit point** following an *agreement*.

**"exit point":**

refers to "exitpunt" and means a point where **gas** leaves or is deemed to leave the **national grid**.

**"Force Majeure":**

means 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":**

refers to "gas" and means 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 conditions":**

means the "Gasvoorwaarden" established by the Dutch energy regulator "Raad van Bestuur van de Nederlandse Mededingingsautoriteit" pursuant to article 12f of the Dutch Gas Act.

**"gas day" or "daily":**

refers to "gasdag" and means a period commencing at 06.00 hours on a calendar day and ending at 06.00 hours the following calendar day, and the date of a gas day shall be the date of its beginning as herein defined.

**"gas equipment":**

refers to "gasinstallatie" and means the combination of all gas technical equipment and pipelines in use by a **user** after the **gas transfer point** seen from the **gas transportation network**.

**"gas exchange operator":**

means a party that is a **gas** exchange operator appointed as such according to the rules of article 66b paragraph 1 of the Dutch Gas Act that operates a **gas** market exclusively at the **TTF**.

**"gas month" or "monthly":**

refers to "gasmaand" and means 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 production network":**

refers to "gasproductienet" and means 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 treatment installation, a storage or a landing place.

**"gas storage facility":**

refers to "gasopslaginstallatie" and means an installation for the storage of **gas**, including the part of an **LNG plant** 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":**

refers to "overdrachtpunt" and means 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":**

refers to "gastransportnet" and means interconnected pipelines or appliances, not forming part of a **gas production 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 **user**.

**"Gas Transport Services" or "GTS":**

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

**"Gastransport Electronic Application" or "GEA":**

means the web enabled application for contracting certain services with GTS.

**"general conditions":**

means this document, including the Appendices thereto and amendments thereof.

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

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

**"hour":**

refers to "uur" and means the period of one clock hour, starting at the full hour.

**"hourly tolerance" or "HT":**

means the temperature dependent quantity of **gas** designated to a **portfolio** on the basis of capacity in that **portfolio** and available to absorb a difference between **entry** and **exit gas** in an **hour**.

**"interruptible":**

refers to "afschakelbaar" and means, with reference to services, that the services concerned can be interrupted by **GTS**.

**"LNG plant":**

refers to "LNG-installatie" and means facilities in use for the liquefaction of **gas**, the import, shipping, or re-gasification of liquid **gas**, including the supporting services and temporary storage necessary for the process of re-gasification and subsequent delivery to the transportation system, excluding that part of the installation in use for storage.

**"m<sup>3</sup>(n)":**

refers to "normaal kubieke meter" and means an amount of **gas** which under **normal conditions** occupies a volume of one m<sup>3</sup>.

**"m<sup>3</sup>(n;35.17)":**

refers to "kubieke meter Groningen gas" and means a **m<sup>3</sup>(n)** with a superior calorific value of 35.17 MJ.

**"monthly factor":**

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

**"national grid":**

refers to "landelijk gastransportnet" and means a **gas transportation network**, excluding a grid as meant in article 18h, first subsection 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":**

means the operator (be it among other things a transportation company and a **gas storage facility**, but excluding *end user*) of the **gas** pipeline(s) connected to the **national grid**.

**"network link":**

refers to "netkoppeling" and means 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 facilities, valves, pressure controls and safety equipment.

**"network operator":**

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

**"nomination" or "renomination":**

refers to "nominatie" or "hernominatie" and means the message – per **portfolio** – from **shipper** or **trader** to **GTS's** Dispatching Centre (CCP) stating all **hourly** quantities of the **gas day** involved of entry gas to be offtaken by **shipper** or **trader** from a third party at an **entry point** and all **hourly**

quantities of the **gas day** involved of exit gas to be made available by **shipper** or *trader* to a third party at an **exit point**.

**"normal conditions"**:

refers to "normaalcondities" and means the conditions 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"**:

means 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"**:

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

**"portfolio"**:

refers to "portfolio" and means all *agreements* with *GTS* registered under a unique code.

**"reasonable and prudent operator"**:

means 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.

**"shipper"**:

refers to "shipper" and means either a party that has entered into an *agreement* with *GTS* for the purpose of the transmission of **gas** through the **national grid**, or a party with a shipper license.

**"shoulder months"**:

are the **gas months** March, April, October and November.

**"start date"**:

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

**"standard cumulative tolerance"**:

means a tolerance percentage *GTS* applies to a **portfolio** to determine the *cumulative tolerance*.

**"standard daily margin"**:

means the percentage *GTS* applies to a **portfolio** to determine the *daily margin*.

**"standard hourly tolerance"**:

means a tolerance percentage *GTS* applies to a **portfolio** to determine the *hourly tolerance*.

**"summer months"**:

are the **gas months** May, June, July, August and September.

**"system connection"**:

refers to "systeemverbinding" and means 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 metering and control facilities, by means of which the **gas** will be transferred from the **national grid** to the **distribution network**.

"Title Transfer Facility" or "TTF":

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

"title transfer registration service":

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

"trader":

means a party that has contracted exclusively the **title transfer registration service**.

"transmission capacity":

refers to "transportcapaciteit" and means the maximum **hourly** flow rate of **gas**, expressed in **m<sup>3</sup> (n;35.17)/hour** or **MJ/hour**.

"user":

refers to "verbruiker" and means a person that has a **connection** to a **gas transportation network**, which **connection** is intended for the offtake of **gas**; in case the person in question has more than one **connection**, he will be considered a single **user** for each **connection**.

"user category":

means one of the different categories of **user** groups, depending on type of **user** and measurement situation, as laid down in the **gas conditions**.

"website":

means the website of **GTS**, [www.gastransportservices.nl](http://www.gastransportservices.nl).

"wheeling":

means a point-to-point transmission service between one **entry point** and one **exit point**.

"wheeling group":

means a combination of two or more **wheelings**, contracted by **shipper**, that share the same **entry point**.

"winter months":

are the **gas months** January, February and December.

"Wobbe label":

refers to "Wobbelabel" and means a label assigned to an **entry** or **exit point** by **GTS**. For the application of articles 4.4.5 and 4.4.6 of the Transportvoorwaarden Gas – LNB, the Wobbe label (H = 51.6, L = 46.5, G+ = 44.4 and G = 43.8, expressed in **MJ/m<sup>3</sup> (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**.
- 2.1.2 The **capacity tranches** for transmission services to be sold as **interruptible** are published in Appendix 9. **Interruptible entry** and **exit capacity, backhaul entry** and **exit capacity** and **interruptible wheeling** shall be upgraded in accordance with the **gas conditions**. **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

**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.

### 2.3 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**.

### 2.4 Wheeling

A **wheeling** or a **wheeling group** constitutes a separate **portfolio**.

### 2.5 Commissioning service

- 2.5.1 The commissioning service can be contracted by **shipper** or **ewex** in order to facilitate the commissioning of new or expanded **gas equipment** of an **end user**. The commissioning service gives **shipper** or **ewex** the right to contract an estimated amount of **exit capacity** up to four consecutive **gas months** on a best effort basis. The commissioning service cannot be contracted for **winter months**.

- 2.5.2 The commissioning service contracted by **shipper** or **ewex** is laid down in a separate *contract data sheet*, containing the estimated capacity. Such estimated capacity is determined in accordance with the reasonable assessment of the required capacity at a flat capacity rate for each **gas month**. The estimated capacity will be the basis for the (preliminary) calculation of the amount chargeable as referred to in article 5.1.1.
- 2.5.3 **Shipper** or **ewex** may exceed the estimated capacity. If prior consent of *GTS* is required, this will be indicated in the *contract data sheet* containing the estimated capacity.
- 2.5.4 *GTS* shall use the estimated capacity for the determination of the amount of tolerance.
- 2.5.5 Transfer of capacity rights or usage rights is only allowed for the total commissioning service capacity and for the total commissioning service period.
- 2.5.6 After expiration of the commissioning service *GTS* shall determine the capacity for each **gas month** at the maximum of the capacity actually used in such **gas month** and in as far as **shipper** or **ewex** received consent of *GTS* to exceed the estimated capacity according to 2.5.3. This capacity shall be laid down in a revised *contract data sheet* and shall be used for the revised calculation of the transmission fee.
- 2.5.7 *GTS* shall use the realized capacity as laid down in the revised *contract data sheet* for the application of article 4.A.4.1.

#### Transmission related services

##### 2.6 Balancing service

The balancing service can be contracted by **shipper** according to the principles described in Appendix 7.

##### 2.7 Diversion

Conditions regarding diversion are specified in the *gas conditions*.

##### 2.8 Transfer of capacity rights, usage rights or separate transfer of tolerance

General

- 2.8.1 **Shipper** may request *GTS* to register trade results concerning the transfer of parts of its **portfolio** for the future performance of services to another **shipper**. The same applies to **ewex** regarding **exit capacity** at its own **exit point**. The tradable services are **entry** and **exit capacity**, *wheeling*, and *Combiflex*. Capacity rights or usage rights can only be transferred in as far as the *hourly tolerance* and *cumulative tolerance* related to the transferred amount are available in the **portfolio** of the party discharging the rights. Capacity rights or usage rights can be transferred for one or more **gas days** or one or more **gas months**.
- 2.8.2 *GTS* will consent to transfer of capacity rights or usage rights by **shipper** or **ewex** to another **shipper** or **ewex**, provided the creditworthiness of the receiving **shipper** or **ewex** allows for the amount of capacity in its **portfolio** resulting from the transfer. If the request is submitted by means of *GEA*, *GTS* confirms the transfer on the day of receipt of the request; if the request is submitted by means of the standard form, *GTS* confirms the

transfer within four **business days** after receipt of the request. The first **gas day** taken into account does not start before the moment of confirmation.

#### Capacity rights

- 2.8.3 Transfer of capacity rights decreases the capacity in the **portfolio** of the party discharging the rights by the transferred amount and increases the capacity in the **portfolio** of the receiving party accordingly. For any **gas day** or **gas month** of a **contract unit** GTS shall transfer that part of the relevant capacity in a capacity range that has the highest unit cost as a result of the ranking described in articles 5.1.1, 5.1.2, 5.2.1 and 5.2.2 respectively.
- 2.8.4 With respect to the credit provisions in the **gas conditions**, the credit limit of the party receiving capacity rights for more than three **gas months** shall be decreased with an amount of the fixed fee for the transferred capacity rights for five **gas months** for a **shipper** and three **gas months** for an **ewex**. The credit limit of the party discharging a service shall be increased accordingly. For shorter periods the credit limits will be adjusted according to the ratio between this shorter period and three **gas months**.
- 2.8.5 GTS will send **shipper** or **ewex** a confirming email with a link to new **contract data sheets** that will add to or replace, to be determined by GTS, the relevant **contract data sheets**. **Shipper** or **ewex** that has no access to GEA will receive a confirming letter with attached new **contract data sheets** that will add to or replace, to be determined by GTS, the relevant **contract data sheets**.

#### Usage rights

- 2.8.6 Transfer of usage rights withdraws the rights to use the capacity from the **portfolio** of the party discharging the rights by the transferred amount and adds these rights to the **portfolio** of the receiving party accordingly. For the determination of the **hourly tolerance** and **cumulative tolerance** the transfer of usage rights will be regarded as a transfer of capacity rights. GTS will send **shipper** or **ewex** an email confirming the transfer of usage rights.
- 2.8.7 With respect to the credit provisions in the **gas conditions**, the credit limit of the party receiving usage rights for more than three **gas months** shall be decreased with an estimated amount of the fixed fee for the traded service for two **gas months**. The credit limit of the party discharging those usage rights shall be increased accordingly. For shorter periods the credit limits will be adjusted according to the ratio between this shorter period and three **gas months**.
- 2.8.8 Usage related charges regarding the traded services will be invoiced to the **shipper** registered as the receiving party of the traded services.

#### Separate transfer of tolerance

- 2.8.9 **Shipper** may request GTS to register a separate transfer of tolerance traded with another **shipper**. The tradable tolerances are **hourly tolerance** and **cumulative tolerance**. GTS will send **shipper** an email confirming the transfer of tolerance.
- 2.8.10 At temperatures below 0 °C the transferred tolerance decreases linearly to zero at -17 °C.

Transfer between portfolios

- 2.8.11 Capacity rights, usage rights or tolerance can be transferred from one **portfolio** to another **portfolio** of the same party.

#### Other services

- 2.9 Intentionally deleted

- 2.10 Flexibility services

The flexibility service Combiflex as described in Appendix 10 can be contracted by **shipper**.

- 2.11 Title Transfer Facility

- 2.11.1 The *title transfer registration service* can be contracted by **shipper** or **trader**. 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** or **trader** and another **shipper** or **trader**, provided that the latter **shipper** or **trader** 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)nominat e on behalf of **shippers** or **traders** that have a *title transfer registration service* in place. The provisions that apply to the **trader** 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** or **trader** 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** or **trader** has realised shortage of **gas** in its **portfolio** that may cause amounts to be due and payable arising from the basic balancing regime regarding **daily** volume settlement that are in excess of the credit limit of **shipper** or **trader** related to imbalance, or that are otherwise of such a nature that *GTS* may reasonably not expect to receive full and timely payment of these amounts. For **traders** the credit limit is equal to the amount mentioned in article 3.1 a. For *Parties* that also have contracts for **entry-** or **exit capacity** the credit limit related to imbalance of these contracts, established as twice the maximum monthly invoice for all contracts of shipper that are active, is added to the amount mentioned in article 3.2. **Shipper** or **trader** may prevent suspension of performance of the *title transfer registration service* if additional financial security is provided.

- 2.12.2 **Shipper** or **trader**, in the process of matching according to Appendix 5 acting as counter party of a **shipper** or **trader** in the position as meant in article 2.12.1, the latter **shipper** or

*trader* being referred to as defaulting party, may be invoiced by *GTS* for the amount due by the defaulting party as meant in article 2.12.1, if it is not reasonably possible to receive that amount from the defaulting party. In case the defaulting party has more than one counter party, the amount concerned will be payable by those counter parties pro rata to the quantities of **gas** they have received from the defaulting party according to the **confirmations** at the *TTF* linked to the imbalances meant in article 2.12.1. In any case, for each **gas day** the amount payable by **shipper** or *trader* is limited to the amount as meant in article 2.12.1 regarding the quantity of **gas** received by **shipper** or *trader* from the defaulting party at the *TTF* on the **gas day** on which shortage of **gas** has occurred in the **portfolio** of the defaulting party. **Shipper** will not be charged by *GTS* for shortages as meant in article 2.12.1 more than three **gas months** after the occurrence. *GTS* can decide to reduce this period of three **gas months** if *GTS* has relevant information that supports a shorter period.

### 3. PARTIES

- 3.1 *GTS* accepts as *trader* a party that
- has been granted a credit limit of at least €50,000, to be determined according to the credit provisions in the *gas conditions* applicable to **shipper** and **ewex**;
  - meets the standards with respect to electronic data exchange regarding **nominations**, as laid down in Appendix 5 and published on the *website*;
  - has agreed – in addition to these *general conditions* – to adhere to the “Transportvoorwaarden Gas – LNB” paragraph 3.3 (licensing) and the chapters 4 (operational conditions) and 5 (agreements) and the “Begrippenlijst Gas” as if it were a **shipper**; and
  - has agreed to perform in every respect as a *reasonable and prudent operator* with due regard to the integrity of the **national grid**.
- If these conditions are met, *GTS* issues a license LA by means of publication on the *website*.
- 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 *gas conditions* relating to other services.
- 3.3 For the determination of the exposure of an agreement with regard to **exit capacity** at **exit points** connected to a **distribution network**, the value of the monthly invoice as referred to in the *gas conditions* will be established by *GTS* by multiplying the estimated **exit capacity**, based on the contracted **exit capacity** in the preceding year, with the average tariff applicable to **exit points** connected to a **distribution network**. The credit limit of **shipper** shall be decreased with an amount equal to the exposure of the *agreement*. In case **shipper** did not contract **exit capacity** at **exit points** connected to a **distribution network** in the preceding year the credit limit of shipper shall be decreased with an amount of €50,000; each quarter *GTS* may adjust the credit limit based on changes in the contracted **exit capacity** at **exit points** connected to a **distribution network**.
- 3.4 If the credit limit of a **shipper** or trader is not sufficient, an additional financial security has to be provided according to the credit provisions in the *gas conditions*. The expiration date of the additional financial security must be at least two months later than the expiration date of the *agreement*.
- 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**, *trader* 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**, *trader* or **ewex** has given *GTS* duly motivated written notice stating why such reasonable grounds are lacking.
- 3.5 *GTS* publishes an up to date list of **shippers** and *traders* with a valid license on the *website* and informs *Parties* in case a license is withdrawn.

## 4. OPERATIONAL ASPECTS

### 4.A Balancing and guarding of contracted capacities

#### 4.A.1 Balancing per portfolio

4.A.1.1 For each **hour** GTS shall apply the tolerance according to the basic balancing regime to the difference between **entry** and **exit gas**, including, if applicable, the entry or exit allocation of the balancing service as referred to in article 2.6, after which the flexibility services as referred to in article 2.10 shall be applied. The difference between **entry** and **exit gas** will be determined by comparing the allocations for **entry points** on a certain **hour** in a **gas day** with the allocations at **exit points**  $t'$  **hours** earlier (time shift of  $t'$  **hour**). **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.1.2 For *wheeling* and shorthaul the difference between **entry** and **exit gas** in a **portfolio** will be determined by comparing the **entry gas** on a certain **hour** with the **exit gas** on the same **hour** (no time shift).

4.A.1.3 In case a **portfolio** includes the *title transfer registration service*, imbalance in such a **portfolio** will be determined by comparing the allocations for *TTF* as an **entry point** on a certain **hour** with the allocations for *TTF* as an **exit point** on the same **hour** (no time shift).

4.A.1.4 The volume corresponding to the first  $t'$  **hours** of **entry gas** on the first **gas day** in a **gas month** will be netted with the volume corresponding with the last  $t'$  **hours** of **exit gas** on the last **gas day** in that **gas month**. The net volume will be settled at the **monthly** average of the neutral **gas** price for that **gas month** as referred to in article 5.8.

4.A.1.5 A **shipper** can request GTS not to apply the time shift between **entry** and **exit gas** to a **portfolio**. If the *agreement* with the earliest *start date* in that **portfolio** starts during the *year*, such a request must be received by GTS ten **business days** before that *start date*.

4.A.1.6 If requested by **shipper**, GTS shall apply the same time base to an **exit point** exclusively connected to a **gas storage facility** as to the **entry points** in the **portfolio** for the purpose of determining the difference between **entry** and **exit gas**.

4.A.1.7 If requested by **shipper**, GTS shall apply the same time base to an **entry/exit point** as listed in Appendix 8 for which **shipper** has contracted both **entry** and **exit capacity**, as to the **entry points** in the **portfolio** for the purpose of determining the difference between **entry** and **exit gas**. To avoid misuse, this provision is only applicable in case of a reasonable ratio between the contracted **entry** and **exit capacity**. GTS assumes misuse in any case if the ratio between the contracted **entry** and **exit capacity** or vice versa is less than 5 per cent or if the contracted **entry** or **exit capacity** is less than 1000  $m^3$  ( $n;35.17$ ) per **hour**.

#### 4.A.2 Standard hourly tolerance and standard cumulative tolerance

The *standard hourly tolerance* and the *standard cumulative tolerance* are temperature dependent. The temperature used is the **daily** mean effective temperature at De Bilt, expressed in °C, according to the formula  $T_{eff} = T - V/1.5$ , rounded to one decimal place;

in this formula T is the mean temperature (air) at De Bilt (KNMI) in °C and V is the mean wind speed at De Bilt (KNMI) in meters per second, evaluated over the **gas day**.

#### 4.A.3 Other balancing issues

It is recognised between *Parties* that the following events:

- (a) the inability of *GTS* to take quantities of **entry gas**;
- (b) the inability of *GTS* to make available quantities of **exit gas**;
- (c) the refusal of *GTS* to take **entry gas** as a consequence of article 4.D.1;
- (d) the refusal of *NNO* or *end user* to take quantities of **exit gas** pursuant to article 4.D.2.3;

and the consequent cessation of taking equivalent quantities of **exit gas**, respectively the consequent cessation of delivering equivalent quantities of **entry gas** by *shipper*, take time to be implemented operationally and are likely to lead to the occurrence of a difference between **entry** and **exit gas**.

*Parties* will use reasonable endeavours to restore such difference as soon as reasonably practicable. A difference arising as the result of the aforementioned events shall, notwithstanding the provisions of article 4.A and the provisions in the *gas conditions* regarding balancing, with respect to the period up to six hours after the occurrence of the events described in this article not give rise to surcharges regarding balancing. After this period of six hours, a remaining difference shall not give rise to surcharges regarding balancing, to the extent that *shipper* cannot reasonably be held accountable for the difference in its **portfolio**.

After the occurrence of an event described in this article, *Parties* shall inform each other if possible at least two hours before normal operations are to be resumed. A difference arising as the result of resuming normal operations shall, notwithstanding the provisions of article 4.A and the provisions in the *gas conditions* regarding balancing, and with respect to the period of up to two hours after the resumption of normal operations, not give rise to surcharges regarding balancing.

Differences between the quantities of **entry gas** delivered by *shipper* and quantities of **exit gas** taken by *shipper* during periods in which no surcharge applies will be settled against the neutral **gas** price as referred to in article 5.8.

#### 4.A.4 Guarding of contract capacities

- 4.A.4.1 If in an **hour** the **entry** or **exit gas** exceeds 102% of the contracted **entry** or **exit capacity** during such **hour**, then an **hourly entry** or **exit capacity** overshoot will be deemed to have occurred. In case two or more *shippers* have contracted **exit capacity** at an **exit point** and conditional to an agreement between *GTS* and *end user* regarding overshoot charges, the above-mentioned overshoot at the relevant **exit point** will not be charged to *shippers*. If in this case the sum of the allocations exceeds the agreed **exit capacity** with the *end user*, the overshoot will be charged to the *end user*. The total **exit capacity** contracted by *shippers* at such an **exit point** shall be at least equal to the agreed **exit capacity** with the *end user*.

4.A.5 Balancing relations at the TTF

4.A.5.1 A **shipper** can enter into a balancing relation with another **shipper** at the *TTF*. A balancing relation is a relation between two **shippers** at the *TTF*, facilitated by *GTS*, in which parties agree to transfer an ex ante undetermined quantity of **gas** at the *TTF* from the supplying **shipper** in the balancing relation ('shipper A') to the receiving **shipper** in the balancing relation ('shipper B').

The ex ante undetermined quantity of **gas** shall be determined in accordance with Appendix 6 and is deemed to be transferred at the *TTF* from shipper A to shipper B.

4.A.5.2 Both **shippers** involved in a balancing relation make **nominations** at the *TTF* for this balancing relation. The balancing relation will have effect on the allocations to both **shippers** in the balancing relation. The details for allocation regarding balancing relations are described in Appendix 6.

4.A.5.3 Shipper B can engage in a balancing relation with more than one supplying **shipper** ('shipper A') in the balancing relation; in the **nomination** the percentage for which a particular **shipper** acts as a shipper A shall be included in **shipper's nomination** regarding the balancing relation at the *TTF*.

4.A.5.4 A **shipper** can enter into a balancing relation for its domestic **exit points** (industrial **exit points** and **exit points** connected to a **distribution network**). A **shipper** may restrict that balancing relation to one or more *user categories* per **portfolio**.

4.A.5.5 **Shippers** involved in a balancing relation may limit in advance the maximum hourly quantity of **gas** to be transferred at the *TTF* from **shipper(s)** A to **shipper** B, within the operational limitations to be specified by *GTS*.

4.B Transmission and TTF

4.B.1 A **nomination** or **renomination** shall be in conformity with **shipper's** or *trader'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** subject to technical limitations resulting from the **hourly** technical minimum capacity of the **national grid** at the relevant **entry** or **exit point**. **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.

Provided **shipper** acts as a *reasonable and prudent operator*, an imbalance arising as the result of the aforementioned event shall, with respect to the period up to 24 hours after the occurrence of such an intervention by *GTS*, not give rise to surcharges pursuant to the provisions of article 4.A and the provisions in the *gas conditions* regarding balancing. Differences between the **entry** and **exit gas** during such a period will be settled against the neutral **gas** price as referred to in article 5.8.

- 4.B.6 If **shipper** or *trader* has nominated significantly more **gas** as delivered at the *TTF* than it has nominated at **entry points** and/or than may reasonably be expected to be allocated to **shipper** or *trader* as **entry gas**, and *GTS* has reasonable grounds to expect that **shipper** or *trader* will continue to do so, *GTS* has the right to adjust the **(re)nominations** of **shipper** or *trader* and to suspend the performance of the *title transfer registration service* for a specified period.
- 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 imbalances and 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 comply with such a request as soon as possible, in any case within five **business days** after receipt of the request.
- 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. If **shipper** is balancing **shipper** at the **exit point**, **shipper** is allowed – in deviation of article 3 of Appendix 6 – to change its allocation role from balancing to proportional with effect from five **business days** from the day of the request of **shipper** thereto.
- 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 For **exit points** connected to a **distribution network** or an *end user* the **hourly** quantity of **exit gas** shall be determined pursuant to the *gas conditions*. For other **exit points** and for **entry points** the **hourly** quantity of **entry** and **exit gas** shall be determined pursuant to the applicable *Grid Connection Agreement*.

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.C.4 Regarding **entry** and **exit points** not connected to a **distribution network** or an end user, where *GTS* is not responsible for measurement and/or allocation, **shipper** shall make available to *GTS* all data, that are used for allocation, within six **business days** after each **gas month**. If the required allocation data are not delivered in time, *GTS* has the right to make a reasonable estimate of the missing allocation data and to apply these estimated data for allocation and invoicing. **Shipper** shall retain an auditable record of all underlying data used for allocation on an **hourly** basis at least as long as legally required.

4.C.5 If no *Grid Connection Agreement* is in force or to the extent the *Grid Connection Agreement* does not cover all issues related to measurement at **entry** and **exit points** not connected to a **distribution network** or an *end user*, where *GTS* is not the transmission operator responsible for measurement, **shipper** will be responsible that *GTS* receives the fiscal metering data within six **business days** after each **gas month**.

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 and the provisions of article 4.A.3 will be applicable.

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 *gas conditions*.

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 and the provisions of article 4.A.3 will be applicable.

## 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
- $J$  =  $D_{\text{entry}}$  euros per  $m^3(n;35.17)$  per **hour** (rounded to two decimals) for firm **entry capacity**; or  
 $D_{\text{exit}}$  euros per  $m^3(n;35.17)$  per **hour** (rounded to two decimals) for firm **exit capacity**; and
- $D_{\text{entry}}$  = the tariff for a period of twelve consecutive **gas months** for **entry capacity** in euros per  $m^3(n;35.17)$  per **hour** laid down in Appendix 1a; and
- $D_{\text{exit}}$  = the tariff for a period of twelve consecutive **gas months** for **exit capacity** in euros per  $m^3(n;35.17)$  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<sub>i</sub> ... TR<sub>i+1</sub>) contains firm capacity, **interruptible** capacity or both.

- 5.1.2 For each *capacity tranche* the tariff for **interruptible** capacity is calculated as the firm tariff minus a reduction. The *capacity tranches* corresponding to the different tariff classes are given in Appendix 9. 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 each *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<sub>m</sub>, where W<sub>1</sub> is the *wheeling* capacity for the first **gas month** of the *contract unit*, W<sub>2</sub> for the second **gas month**, and so on. For each *contract data sheet* and for each *contract unit* the *wheeling* capacities W<sub>m</sub> will be ranked with the largest *wheeling* capacity being designated WR<sub>1</sub>, the second largest WR<sub>2</sub>, and so on.

Per **gas month**, the amount to be charged in euros per *wheeling* capacity range (WR<sub>i</sub> ... WR<sub>i+1</sub>) 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<sub>i</sub> = the minimum of (0.3 x w<sub>i</sub> + 0.15 x f<sub>i</sub> + 0.075 x z<sub>i</sub>; 0.8125 + 0.03 x w<sub>i</sub> + 0.015 x f<sub>i</sub> + 0.0075 x z<sub>i</sub>); and
- z<sub>i</sub> = the number of *summer months* during the *contract unit* containing *wheeling* capacity range (WR<sub>i</sub> ... WR<sub>i+1</sub>); and
- f<sub>i</sub> = the number of *shoulder months* during the *contract unit* containing *wheeling* capacity range (WR<sub>i</sub> ... WR<sub>i+1</sub>); and
- w<sub>i</sub> = the number of *winter months* during the *contract unit* containing *wheeling* capacity range (WR<sub>i</sub> ... WR<sub>i+1</sub>); and
- m<sub>i</sub> = number of **gas months** during the *contract unit* containing *wheeling* capacity range (WR<sub>i</sub> .. WR<sub>i+1</sub>); and
- J = the tariff for firm *wheeling* in euros per m<sup>3</sup> (**n;35.17**) per **hour** per **year** as laid down in Appendix 1c; and
- WR<sub>i</sub> = ranked *wheeling* capacity where the largest *wheeling* capacity is designated WR<sub>1</sub>, the second largest WR<sub>2</sub>, and so on; and
- WR<sub>M+1</sub> = 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 each *capacity tranche* the tariff for ***interruptible wheeling*** capacity is calculated as the firm tariff minus a reduction. The *capacity tranches* corresponding to the different tariff classes are given in Appendix 9. 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 each *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 Connection

- 5.3.1 The amount chargeable for the ***connection*** or the ***system connection*** is a fixed fee per *year* as laid down in Appendix 1c. For ***connections*** or ***system connections*** with small ***exit capacity*** the fixed fee applicable in the year 2005 applies as long as the ***exit capacity*** remains unchanged.

The fixed fee will be expressed as a tariff in euros per  $m^3$  (***n;35.17***) per ***hour*** per *year* (rounded to two decimal places) based on the contracted ***exit capacity*** in the preceding *year*. This tariff is laid down in Appendix 1b. The amount chargeable will be calculated in relation to the total contracted ***exit capacity***, either firm or ***interruptible***.

- 5.3.2 From the moment a *Grid Connection Agreement* between *GTS* and the *end user* is in force for an ***exit point***, the amount chargeable for the ***connection*** will no longer be invoiced to ***shipper*** and has to be paid by the *end user* under the *Grid Connection Agreement* related to the ***connection***.

#### 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, usage rights and separate transfer of tolerance

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 or tolerance.

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 Intentionally deleted

5.7 TTF

- 5.7.1 The fixed fee for the *title transfer registration service* is laid down in Appendix 1c. The fixed fee for the *title transfer registration service* will be invoiced per **shipper** or *trader* irrespective the number of **portfolio's**.
- 5.7.2 For the use of the *title transfer registration service*, **shipper** or *trader* pays a variable tariff as laid down in Appendix 1c. The variable tariff is due regardless whether **shipper** or *trader* is the transferring or the receiving party.

**Other issues**

5.8 Gas price

The neutral **gas** price will be the neutral gas price as defined in the *gas conditions* and will be published on the *website*.

5.9 Reduction of amounts chargeable

5.9.1 Intentionally deleted

5.9.2 In case of a capacity reduction in accordance with article 4.4 of the "Transportvoorwaarden Gas – LNB", 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 articles 4.A.3 sub b and 4.A.3 sub d, 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 "Raad van Bestuur van de Nederlandse Mededingingsautoriteit" 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.

5.11 Supplementary provisions

5.11.1 Amounts due by **shipper**, *trader* or **ewex** under article 4.A and article 5 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**, *trader* 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 pursuant to article 4.A with respect to balancing and pursuant to article 5 with respect to tariffs 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*, *trader* or *ewex* for the amounts chargeable, rounded to the nearest euros cent, for the 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 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*, *trader* 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.

## 6. LEGAL ASPECTS AGREEMENTS

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

6.A.1 A request for an offer or for services that can be contracted with the Click and Book functionality of *GEA* shall be submitted by means of *GEA*. In other cases and under special circumstances, an interested party may use email, fax or letter, provided this party has signed the applicable standard form to request services, made available by *GTS* on its *website*, in advance.

6.A.2 **Shipper**, *trader* or **ewex** shall indicate in a request for services what capacity *GTS* should book if the requested capacity is not (or only partly) available, choosing one of the following options:

- no capacity;
- only the available firm capacity; or
- available firm and **interruptible** capacity, including the tariff tranche, if offered by *GTS*.

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

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

Requests sent by email, telefax or letter are also processed via *GEA*; *GTS* will enter the request into *GEA* in order of receipt and during office hours. Such request will receive a timestamp at the moment *GTS* enters the request into *GEA* and the back-end system starts processing the request.

6.A.5 *GTS* may attach specific conditions to services. These conditions may relate, for example, to the pressure and/or the quality specifications of the **gas**. Specific capacity constraints at the **exit point** (e.g. in case of an **exit point** with more than one pressure regime) can also be attached. With respect to **connections** of *end users* *GTS* will accept requests for **exit capacity** of two or more parties, together exceeding the total available capacity at that **exit point**, provided *end user* has declared in writing that the maximum actual **gas** flow will never exceed this total available **exit capacity**, and provided no request of one of these parties exceeds that total available capacity.

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 *GEA* will receive a confirming letter with the *contract data sheets* containing the contracted services. The *contract data sheet* will embody full proof of the content of the *agreement*. **Shipper**, *trader* 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 or letter.

6.A.7 In case of customised services or services with additional conditions *GTS* will send **shipper**, *trader* or **ewex** a written *agreement*. If this *agreement* is not duly signed by **shipper**, *trader* 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**, *trader* 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 *gas conditions* 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.
- 6.A.11 In case of bankruptcy (in Dutch: 'faillissement') or the termination of all activities of *end user*, **shipper** or **ewex** 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** or **ewex** 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** 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*, *trader* 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*, *trader* 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*. For the application of this article 6.D.1 article 6.D.10 is deemed to be related to the physical connection.

*GTS* may terminate a *Grid Connection Agreement* at an ***entry*** or ***exit point***. *GTS* will inform ***shipper*** of the termination of a *Grid Connection Agreement* at least one month previous to the termination of that 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* 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 *gas conditions* 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 *gas conditions* 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 implement changes as proposed to the *gas conditions* but only to the extent such changes will (later) prove to be acceptable by the regulator 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 *gas conditions* 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**, *trader* or **ewex** prior to the amendments of the *general conditions* related to this article 6.D.7.
- 6.D.8 *GTS* will inform **shipper**, *trader* 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. Within one month from the date of informing **shipper**, *trader* or **ewex** of a change pursuant to articles 6.D.5 or 6.D.6 that has a material adverse effect on **shipper's**, *trader's* or **ewex's** rights or obligations, **shipper**, *trader* or **ewex** is allowed to terminate one or more *agreements* with effect from the first day of the month following immediately.
- 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 In order to comply with its obligations under an *agreement*, **shipper** shall at its own cost build, equip, maintain, operate and monitor or arrange to have built, equipped, maintained and monitored metering and pressure regulating equipment at an **entry point** or a border **exit point** in accordance with the standards of a *reasonable and prudent operator*.
- 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 *gas conditions* 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 *gas conditions* 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, in its capacity as owner of the **national grid**.

## 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 Surcharges which would otherwise have been due and payable by **shipper** or **trader** to **GTS** pursuant to the balancing regime, shall be reduced in so far as caused by *Force Majeure*. The remaining amounts due and payable after such reductions will be the amounts which would have been due and payable if **shipper** or **trader** would have contracted such additional services to the extent possible prior to the *Force Majeure* occurring, that would have prevented amounts being due and payable to **GTS** as a result of *Force Majeure*.

8.6 Amounts that are due and payable by **shipper**, **trader** 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 *gas conditions* 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 *gas conditions* 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 this *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 Notwithstanding the provisions of article 1.2 of Appendix 5, but without prejudice to (i) the right of *GTS* to claim amounts resulting from the balancing regime, if due and payable, and (ii) the fact that an *agreement* does not provide **shipper** with the right to create situations in which imbalances arise, it is understood that *GTS* shall be under no obligation to inform **shipper** of the occurrence of imbalances. Without affecting the payment obligations of **shipper**, *GTS* will use reasonable efforts to inform **shipper** of the occurrence of these situations, by making available relevant data in Nimbus-IM.
- 10.2 Except for article 10.1, *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 given by fax or electronic mail on the next **business day** after the dispatch thereof, unless
    - in case of a fax, in which case the fax shall be deemed to have been received upon confirmation of receipt by the recipient and
    - in case of electronic mail, in which case the notice shall be deemed to have been received upon confirmation of receipt by the recipient.
- 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.