

Frame Capacity Contract

OCB[®] - Reference: [Reference]

entered into by and between

Gas Connect Austria GmbH
Floridotower, Floridsdorfer Hauptstrasse 1
A-1210 Vienna
("Gas Connect Austria")

and

[CUSTOMER COMPANY]
[CUSTOMER ADDRESS]
[CUSTOMER POST CODE, CITY]
[CUSTOMER COUNTRY]
(„System User“)

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Annex 1:	General Terms and Conditions for Transmission Network Access
Annex 2:	Quality and Pressure Specification
Annex 3:	Interruption Classes For Interruptible Capacities
Annex 4:	Bank Guarantee Model

Article 1: Subject matter

This Contract ("Frame Capacity Contract") sets out the terms and conditions on which the System User can exercise its capacity rights in the Eastern Market Area.

Capacities on a firm basis are available as freely allocable capacities ("FZK") or dynamically allocable capacities ("DZK"). Capacities on an interruptible basis are available as interruptible capacities ("UK").

Article 2: Description of types of capacity

- FZK shall allow the injection at the entry point and the withdrawal at the exit point on a firm basis. This means access to the virtual trading point shall be guaranteed.
- DZK shall allow the injection on a firm basis from the entry point with the corresponding withdrawal at the allocated exit points ("allocation constraint") and the withdrawal at the exit point with the corresponding injection at the allocated entry points ("allocation constraint"). Injection at an entry point without the corresponding withdrawal at the allocated exit points or a withdrawal at the exit point without the corresponding injection at the allocated entry points shall be available on an interruptible basis. Gas Connect Austria shall have the right to interrupt the transportation service wholly or partially, if the quantity of the nomination at the allocated points does not correspond, or corresponds only partially, to the DZK share of the nomination at the entry/exit point. Thus, access to the virtual trading point shall be interruptible. The firm DZK share (DZKg) shall be either the DZK share or the nomination of the allocation constraint, whichever is smaller. The interruptible DZK share (DZKu) shall be the difference between the DZK share and DZKg.
- UK shall allow the injection at the entry point and the withdrawal at the exit point on an interruptible basis. Gas Connect Austria shall have the right to interrupt the transportation service, in whole or in part. In such a case, the contractually agreed hourly flow rate shall be made available to the balance group responsible over a certain period of time only partly or not at all (in both cases: "interruption").
- Nominations shall be allocated first to the firm capacities (FZK, DZKg) and then to the interruptible capacities (UK according to Annex 3, DZKu). Within the firm capacities nominations shall be allocated first to the FZK capacity type (FZK share of the nomination) and second to the DZK capacity type (DZK share of the nomination). Within interruptible capacities nominations shall be allocated first to the UK according to Annex 3 and second to the DZKu.
- Interruption sequence: Prior to the interruption of the UK at the respective entry or exit point, the interruptible DZK shares (DZKu) of all System Users shall be interrupted at this entry/exit point. Within the UK nominations shall be interrupted according to Annex 3, whereas the part of nominations related to a

higher interruption class respectively shall be interrupted prior to the part of nominations related to a lower interruption class respectively.

Article 3: Capacity

After successful participation in an auction, the capacity bindingly booked by the System User according to the electronically submitted auction results can be used as specified in Article 6.

Article 4: Payment for services and deposit

4.1 The System User shall pay for the services to be rendered in accordance with the electronically submitted auction results a monthly fee “E_m” in Euro (EUR) to Gas Connect Austria. The monthly fee “E_m” results from the tariffs under the Gas System Charges Ordinance 2013 (*Gas-Systemnutzungsentgelte-Verordnung, GSNE-VO 2013*) as last amended (“starting price”) plus the auction surcharge (“surcharge”), multiplied by the quantity according to the electronically submitted auction results, divided by the number of months for which the respective capacity and product type was booked, and is calculated as follows:

$$E_m = \frac{(Sp + Sc) * Q}{M}$$

where:

- E_m = the monthly fee to be paid by the System User in EUR (euro)
- Sp = starting price of the auction for the booked capacity and product type pursuant to Gas System Charges Ordinance as last amended, converted to ct / kWh / h / runtime, rounded to 2 decimals
- Sc = surcharge in addition to the starting price for the booked capacity and product type in ct / kWh / h / runtime, rounded to 2 decimals
- Q = booked capacity as hourly flow rate over the entire runtime in kWh / h
- M = number of months for which the respective capacity and product type was booked.

The surcharge remains unchanged over the runtime.

4.2 The monthly fee “E_m” pursuant to Article 4.1, shall be exclusive of taxes, duties and other levies. Gas Connect Austria shall be entitled to add to the fee to be paid by the System User all taxes, duties and/or levies imposed on Gas

Connect Austria by a public authority with respect to the provision of the transportation services.

- 4.3 In order to secure its payment obligations in line with the electronically submitted auction result for capacities with a term of more than one day and to cover liabilities, if any, resulting from the present contractual relationship, the System User shall provide a bank guarantee or a cash-deposit pursuant to Article XXII. of the *General Terms and Conditions for Transmission Network Access*.

If a bank guarantee is provided, the issuing bank („Guarantor”) shall have a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency “Standard & Poor’s” or an equivalent minimum rating given by the rating agencies “Moody’s” or “Fitch”; otherwise Article XXII. (5) of the *General Terms and Conditions for Transmission Network Access* shall apply.

- 4.4 In case of interruption of UK, the System User shall be refunded an amount “ER_m” according to the Gas System Charges Ordinance as last amended on the basis of the refund factor by interruption class in accordance with Annex 3 for the duration of the interruption. The amount of such refund “ER_m” within a month of service shall be deducted from the fee per month “E_m” payable for such month of service. In the event that the System User does not, or only to a limited extent, make use of the hourly flow rate as made available by Gas Connect Austria, the reduction “EK_m” shall in any case be calculated on the basis of the hourly flow rate as made available by Gas Connect Austria.
- 4.5 In the event of an interruption of DZKu, no refund shall be made, in accordance with Gas System Charges Ordinance as last amended.
- 4.6 No refund shall be made for interruptible transports between the relevant points in Überackern. As these transportation services can only be carried out in the relations as set forth in the Gas System Charges Ordinance as last amended, access to the virtual trading point shall be explicitly denied.
- 4.7 In the cases referred to in Article V. (8) (temporary disruptions) and Article XVIII. (force majeure) of the *General Terms and Conditions for Transmission Network Access*, Gas Connect Austria shall have the right to limit the transportation service by limiting the hourly flow rates agreed upon in Article 3 (“reduction”). In that case the System User shall, for a certain period, get an hourly flow rate smaller than the flow rate contractually agreed. Under certain circumstances the reduction may result in an hourly flow rate of zero (0).

According to the Gas System Charges Ordinance as last amended, in the event of reductions due to unplanned maintenance work the System User shall be eligible for a reduction of the fee. In the event that the System User does not, or not to the full extent, make use of the hourly flow rate as made available by Gas Connect Austria, the reduction “E_{Km}” shall in any case be calculated on the basis of the hourly flow rate as made available by Gas Connect Austria.

- 4.8 In the event that the System User does not, or only to a limited extent, make use of the hourly flow rate as agreed in Article 3, though it has been made available by Gas Connect Austria in full, the System User shall at any rate pay the monthly fee “E_m” as agreed in Article 4.1 (“ship-or-pay”).

Article 5: Invoicing, payment, default of payment and reminders

- 5.1 Subject to Art. XII. (1) of the *General Terms and Conditions for Transmission Network Access*, the System User shall be obliged, with regard to capacities with a term of one day or less, to pay the invoices presented by Gas Connect Austria in EUR, plus any bank charges incurred, not later than the fifteenth day after receiving the invoice from Gas Connect Austria (due date), by remitting payment to an account to be disclosed by Gas Connect Austria.
- 5.2 Subject to Art. XII (4) of the *General Terms and Conditions for Transmission Network Access*, the invoice shall be deemed acknowledged by the System User if no objection is raised within one (1) month as of the due date.
- 5.3 Subject to Art. XII. (6) of the *General Terms and Conditions for Transmission Network Access*, Gas Connect Austria shall notify the System User in the event of a default of payment by the System User of this fact and grant the System User a further five-day (5) period following written notification to remit payment. If payment is not made by the end of the additional five (5) days, Gas Connect Austria shall be entitled to use the security deposit to cover any open debt claim held against the System User according to the *General Terms and Conditions for Participation in Auctions of Gas Connect Austria*. The foregoing shall not limit in any way Gas Connect Austria’s right to claim compensation for any amount outstanding not covered by the deposit.

Article 6: Use of capacities

- 6.1 Capacities according to the electronically submitted auction result can only be nominated after allocation to a balance group or sub-balance account by the balance group representative according to the Other Market Rules (*Sonstige Marktregeln, SoMa*) as last amended, Chapters 2 and 3 and – where necessary – any additional provisions. The System User shall be responsible for the allocation to a balance group in good time. The relevant lead times are published on the website www.gasconnect.at.
- 6.2 The System User shall take care that the balance group responsible is authorised to allow a capacity allocation under this contract to the relevant balance group(s) or to a sub-balance account.
- 6.3 If the balance group responsible violates the terms of the contract with the market area manager, and the market area manager orders reductions of the nomination or suspends the nomination authorisation, this shall not limit the validity of the capacity contracts and the System User's obligation to pay. If these capacity rights are allocated to the balance group or to a sub-balance

account of another balance group representative with an intact nomination authorisation, or the contractual conditions between the balance group representative and market area manager are reinstated, they can be nominated without any restriction.

- 6.4 The allocation of capacities to a balance group or a sub-balance account shall be deemed upheld, as long as the System User's contractual obligations are met. Otherwise the allocation of capacities shall be deemed null and void.

Article 7: Dispute settlement

- 7.1 Any dispute arising out of or in connection with this Frame Capacity Contract, including supplementary agreements, if any, shall be finally decided in accordance with the most recent version of the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators nominated in accordance with such Rules.
- 7.2 The court of arbitration shall have its seat in Vienna. The language of arbitration shall be German.

Article 8: General Terms and Conditions

- 8.1 The *General Terms and Conditions for Transmission Network Access* (www.gasconnect.at) are the general terms of business applied by Gas Connect Austria to the Frame Capacity Contract. These constitute an integral part of this Frame Capacity Contract. The System User shall acknowledge the version of the *General Terms and Conditions for Transmission Network Access* applying at date of signing of this Frame Capacity Contract and published on the Internet, and confirm acceptance thereof.
- 8.2 In the event of conflicts between the Annexes, in particular the *General Terms and Conditions of Transmission Network Access* and the Frame Capacity Contract, the terms of the Frame Capacity Contract shall have precedence.

Article 9: Annexes

The following Annexes constitute an integral part of this Frame Capacity Contract:

- Annex 1: General Terms and Conditions for Transmission Network Access**
- Annex 2: Quality and Pressure Specification**
- Annex 3: Interruption Classes**
- Annex 4: Bank Guarantee Model**

The System User has taken note of these Annexes in full and accepts them herewith.

Article 10: Term of contract

- 10.1 This Frame Capacity Contract shall come into effect upon signing thereof by both contracting parties and shall remain fully effective for an unlimited period of time.
- 10.2 This Frame Capacity Contract is set up and signed in two (2) original copies, with each of the contracting parties receiving one (1) original copy.

Vienna, [DATE]

[CUSTOMER CITY], [DATE]

Gas Connect Austria GmbH

[CUSTOMER COMPANY]