

***General Terms and Conditions  
for Participation in Auctions of  
Gas Connect Austria GmbH***

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**Annex 1:** Sample Form – Authorised User

## **I. Subject matter**

These General Terms and Conditions govern the rights and obligations between Gas Connect Austria and the system user for participation in auctions and the related procedures (“General Terms and Conditions for Participation in Auctions”).

## **II. Participation in auctions**

- (1) Participation in auctions of Gas Connect Austria is conditional on the activation of the system user and activation of at least one user authorised by the system user (“authorised user”).
- (2) Once the system user has successfully registered with PRISMA primary and Gas Connect Austria has been selected as transmission system operator on PRISMA primary, Gas Connect Austria sends the system user electronically through its system a Frame Capacity Contract and the General Terms and Conditions for Participation in Auctions. As soon as the Frame Capacity Contract has been accepted by the system user in the system, signed on behalf of the company, the original copy thereof received by Gas Connect Austria and the deposit required under Section III paid, and when the General Terms and Conditions for Participation in Auctions have been accepted in the system, the system user shall be activated to participate in auctions of Gas Connect Austria.
- (3) Once the authorised user has been successfully registered with PRISMA primary and Gas Connect Austria has been selected as transmission system operator on PRISMA primary, Gas Connect Austria sends the authorised user the General Terms and Conditions for Participation in Auctions electronically through its system, provided the system user has already been activated. As soon as the authorised user has accepted the General Terms and Conditions for Participation in Auctions in the system and the original copy of the Authorised User Form (Annex 1) signed by the system user on behalf of the company has been received by Gas Connect Austria, the respective authorised user shall be activated to participate in auctions of Gas Connect Austria in the name of and on the account of the system user with effect from the start of the next gas day. Any withdrawal of the authorisation shall be subject to the specification in Annex 1.

## **III. Deposit**

- (1) Gas Connect Austria shall be entitled, before allowing participation in an auction for the first time, to request a one-off security deposit from the system user in the form of a cash-deposit of EUR 100,000 (one hundred thousand Euro) ("deposit"). The purpose of this deposit is to secure the system user's payment obligation under the Capacity Contract with a term of one day or less; it shall always have to be made in full.
- (2) The deposit in the form of a cash-deposit shall be remitted to Gas Connect Austria by the system user no later than five (5) working days before the system

user's first participation in an auction or in case of topping up after the deposit has been drawn on in full or in part without delay and without deductions, to an account to be nominated by Gas Connect Austria. The deposit made by the system user in favour of Gas Connect Austria shall not bear interest and shall be refunded at the system user's request to an account to be nominated by system user no later than six (6) months after the system user ceases to participate in auctions of Gas Connect Austria.

- (3) If the system user fails to meet its obligation to make the deposit in full or in part or if the system user fails to top up the deposit in full or if the system user fails to meet its obligation to pay the fee under the Frame Capacity Contract to the extent required under the Capacity Contracts with a term of one day or less, Gas Connect Austria shall be entitled to refrain from activating the system user to participate in auctions of Gas Connect Austria or have the system user excluded from further participation in auctions of Gas Connect Austria with effect in each case from the end of the current gas day. The system user shall not be allowed to participate or to participate again in auctions of Gas Connect Austria until the system user has met its obligations under this Section III. in full. Once it has done so, the system user shall be activated or have the exclusion lifted with effect from the start of the next gas day in each case.
- (4) Gas Connect Austria reserves the right to request a higher deposit from the system user than that cited in this Section III., especially if the results reached in auctions for Capacity Contracts with a term of one day or less exceed the amount of the deposit paid.

### **IV. Conduct of auctions**

The auctions shall be conducted according to the *General Terms and Conditions for Use of the Primary Capacity Platform PRISMA primary* as last amended.

### **V. Data processing, data disclosure, data protection**

- (1) Gas Connect Austria shall be entitled to process and use all data transmitted to it to the extent required for participation in auctions of Gas Connect Austria and the related procedures.
- (2) The parties shall treat confidentially any business and trade secrets of which they obtain knowledge while carrying out their business activity and shall not disclose any such information to third parties. The disclosure of information and data to the regulatory authority and/or in order to comply with any disclosure obligations of Gas Connect Austria to the extent defined by law shall be exempted from the foregoing.

### **VI. Liability, indemnification**

- (1) The parties shall each be liable exclusively for the fulfilment of their obligations under these General Terms and Conditions for Participation in Auctions, unless

specified differently in these General Terms and Conditions for Participation in Auctions.

- (2) Each party shall be liable towards the other party as set forth in the general requirements of law governing compensation. In cases where such law refers to liability due to fault, except for personal injury, the parties shall only be liable in cases of intent and gross negligence.
- (3) If Gas Connect Austria is liable due to gross negligence, the liability of Gas Connect Austria for direct damage shall be limited to the amount of the contractual fee.
- (4) Liability for direct damage, loss of profits and consequential losses shall be excluded to the full extent permitted by law.
- (5) Gas Connect Austria shall not be liable for any damage caused by the dysfunctionality of the online platform used to conduct auctions and its misuse, in particular if caused by users not authorised by the system user and/or by entering incorrect data in the course of auctions. The system user shall indemnify Gas Connect Austria for any damage suffered by Gas Connect Austria and/or third parties resulting from these circumstances.
- (6) In addition, Gas Connect Austria shall not be liable for damage incurred by the system user arising from its legal relations with third parties, even if such legal relations are necessary to participate in auctions of Gas Connect Austria and conducting them.

### **VII. Applicable law and language**

- (1) The legal relationship between Gas Connect Austria and the system user established through the participation in auctions shall be governed by Austrian law, precluding the conflict-of-law provisions of international private law contained in Austrian law and the UN Convention on Contracts for the International Sale of Goods.
- (2) The General Terms and Conditions for Participation in Auctions exist in both German and English versions; any conflicts between them are unintentional. The official language of business shall be German. The binding language version shall be the German one. The English translation shall not be binding and is provided purely for information purposes. Gas Connect Austria accepts no liability for any variations in content or errors of translation.

### **VIII. Dispute settlement**

- (1) Any dispute arising out of or in connection with these General Terms and Conditions for Participation in Auctions 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 (3) arbitrators nominated in accordance with such Rules.

- (2) The court of arbitration shall have its seat in Vienna. The language of arbitration shall be German.

## **IX. Final provisions**

- (1) The General Terms and Conditions for Participation in Auctions as last amended are published on the Internet on the Gas Connect Austria website. The system user hereby acknowledges that, if it also uses its own general terms of business, these General Terms and Conditions for Participation in Auctions shall always prevail. Fulfilment of obligations arising from the award of a contract through an auction by Gas Connect Austria shall not be considered to entail acceptance of the system user's general terms of business. Any matter not covered in these General Terms and Conditions for Participation in Auctions shall be settled between the contracting parties according to generally accepted practice in the industry.
- (2) Should any provisions of these General Terms and Conditions for Participation in Auctions be or become void, the general validity of the General Terms and Conditions for Participation in Auctions shall remain unaffected thereby. The system user and Gas Connect Austria shall undertake to replace the invalid, legally ineffective or void provision with a new and valid provision that approximates as nearly as possible to the economic, technical and/or legal intent of the invalid, legally ineffective or void provision.
- (3) These General Terms and Conditions for Participation in Auctions shall come into force at 0600 hours on 1 April 2013.

## Annex 1 – Authorised User Form

OCB® - Referenz: [Reference]

*[Name of company, address etc.] („system user“)*

confirms that

*[Name of authorised user, email address] („authorised user“)*

shall be authorised, until such authorisation is withdrawn in writing, to participate in auctions of Gas Connect Austria GmbH in the name and on the account of [Name of system user].

The withdrawal of the authorisation of the authorised user shall be notified to Gas Connect Austria GmbH by the system user without delay in writing by post, and by email first, as a PDF scan to the following address:

[Sales.transmission@gasconnect.at](mailto:Sales.transmission@gasconnect.at)

Gas Connect Austria GmbH  
Sales Transmission Department  
Floridsdorfer Hauptstraße 1  
1210 Vienna, Austria

A withdrawal of authorisation notified in writing shall become effective upon receipt at the end of the current gas day.

[Name of company, city], [date]

[Signed by system user on behalf of company]