

***General Terms and Conditions for Transmission
Network Access
of GAS CONNECT AUSTRIA GmbH***

approved by Energie-Control Austria on 27 September 2013
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I. Subject matter

The subject of these General Terms and Conditions is to set out the mutual rights and obligations by and between transmission system operators and system users. For the actual rendering of the services described herein, contractual agreements between the system user and other market participants (distribution area manager, market area manager, balance group responsible, etc.) are additionally required under the terms of the Natural Gas Act 2011 (*Gaswirtschaftsgesetz 2011*) and the Gas Market Model Ordinance 2012 (*Gas-Marktmodell-Verordnung 2012, GMMO-VO*). These contractual arrangements shall be the sole responsibility of the system user.

- (1) For the purpose of transmission network access by system users as defined in sections 31 and 32 Natural Gas Act 2011, these General Terms and Conditions shall govern the following:
 - the injection of natural gas into a transmission system;
 - the withdrawal of natural gas from a transmission system;
 - the mutual rights and obligations of the contracting parties.

- (2) The transmission system operator shall be obliged under the entry and/or exit capacity contract (hereinafter called the "capacity contract") to permit the system user to use its transmission system subject to the following instruments:
 - section 31 Natural Gas Act 2011;
 - the Gas Market Model Ordinance 2012 as amended (*Gas-Marktmodell-Verordnung 2012, GMMO-VO*), including annexes;
 - these General Terms and Conditions, including annexes;
 - on the basis of the system utilisation charge set forth in section 70 Natural Gas Act 2011, along with any statutory surcharges;
 - on the basis of the approved entry and exit points (according to Regulation (EC) No 715/2009) under section 39 para. 2 Natural Gas Act 2011 (*Gaswirtschaftsgesetz 2011*) in conjunction with section 7 para. 1 E-Control Act (*Energie-Control-Gesetz*) as well as the entry and exit points to and from facilities of storage system operators, producers and producers of biogenic gases.

- (3) The system user shall be obliged to use the transmission network under the terms of the capacity contract subject to the following instruments:
 - section 31 Natural Gas Act 2011;
 - the Gas Market Model Ordinance 2012 as amended, including annexes;
 - these General Terms and Conditions, including annexes;
 - on the basis of the system utilisation charges set forth in section 70 para. 1 Natural Gas Act 2011, along with any statutory surcharges;
 - on the basis of the approved entry and exit points (according to Regulation (EC) No 715/2009) under section 39 para. 2 Natural Gas Act 2011 (*Gaswirtschaftsgesetz 2011*) in conjunction with section 7 para. 1 E-Control

Act (*Energie-Control Gesetz*) as well as the entry and exit points to and from facilities of storage system operators, producers and producers of biogenic gases.

II. Definitions

The definitions shall be those given in Chapter 1 of the Other Market Rules (*Sonstige Marktregeln, SoMa*).

III. Applicable law and language

- (1) The legal relationship between the transmission system operator and the system user under the capacity contract 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) Without prejudice to the jurisdictional competence of the arbitration court, both the transmission system operator and the system user may submit to the regulatory authority disputes or complaints, such as disputes arising from the settlement of charges, pursuant to section 26 E-Control Act. With regard to refusal of system access or the priority in allocating capacity, the pertinent provisions of the Natural Gas Act 2011 as well as the ordinances and official decisions based on that Act shall apply as amended.
- (3) The General Terms and Conditions 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. The transmission system operator accepts no liability for any variations in content or errors of translation.
- (4) Unless otherwise agreed between the parties, the capacity contract shall be concluded in English.

IV. Request for system access (request for capacity), conclusion of the capacity contract and security deposits

- (1) Access to the transmission system and conclusion of the capacity contract shall be subject to the provisions of section 36 Natural Gas Act 2011 and sections 3 to 12 in conjunction with section 47 Gas Market Model Ordinance 2012.
- (2) Under sections 6f in conjunction with section 47 Gas Market Model Ordinance 2012 transmission system operators shall be obliged to auction capacity with effect from 0600 hours on 1 April 2013.

The transmission system operator shall conduct capacity auctions on an auction platform. The registration on the platform and the execution of auctions on the platform shall be subject to the *General Terms and Conditions for Use of the Primary-Capacity Platform PRISMA primary as amended*.

- (3) Participation in auctions of the transmission system operator is conditional on the activation of the system user and activation of at least one user authorized by the system user ("authorised user").
- (4) Once the system user has successfully registered with PRISMA primary and Gas Connect Austria has been selected as transmission system operator on PRISMA primary the transmission system operator submits to the system user electronically via its system a Frame Capacity Contract. As soon as the Frame Capacity Contract has been accepted by the system user in the system, has been signed on behalf of the company, the original copy thereof and the activation deposit according to article IV para. 6-10 has been received by the transmission system operator the system user shall be activated for participation in auctions of the transmission system operator.
- (5) 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, the transmission system operator submits to the authorised user electronically via its system a form according to the annex of the Frame Capacity Contract, provided the system user has already been activated. As soon as the authorised user has accepted the form in the system and the original copy of the form signed by the system user on behalf of the company has been received by the transmission system operator the respective authorised user shall be activated for participation in auctions of the transmission system operator 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 the form.
- (6) The transmission system operator shall be entitled to request from the system user before the activation for participation in auctions a one-off activation deposit in form of a bank guarantee or a cash deposit in the amount of EUR 100,000.— (in words: one hundred thousand Euro) ("activation deposit"). In case of a bank guarantee the bank guarantee must correspond to the sample bank guarantee for

activation deposit provided by the transmission system operator. The activation deposit shall serve as a security for the system user's payment obligation under the capacity contract with a duration of one day or less. The activation deposit shall be provided to the full amount at all times.

- (7) The activation deposit in form of an unlimited bank guarantee (unlimited in time) shall be provided by the system user immediately and shall to be received by the transmission system operator at the latest five (5) working days before the first participation in an auction of the system user, or in case of replenishment after full or partial utilisation of the activation deposit. The bank guarantee shall be returned by the transmission system operator upon request of the system user and is subject to the complete fulfilment of the obligations by the system user resulting from the capacity contract.
- (8) The activation deposit in form of a cash deposit shall be provided by the system user immediately remitting payment without deduction to an account to be disclosed by the transmission system operator and shall be received by the transmission system operator at the latest five (5) working days before the first participation in an auction of the system user, or in case of replenishment after full or partial utilisation of the activation deposit. The cash deposit shall not bear interest and shall be repaid by the transmission system operator upon request of the system user to an account to be disclosed by the system user and is subject to the complete fulfilment of the obligations by the system user resulting from the capacity contract.
- (9) If the system user fails to meet its obligation of an activation deposit, either because the obligation is not met in due time or because the full amount of the activation deposit is not paid or the system user does not refill the activation deposit in due time or not to the full amount or the system user requests the repayment or return of the activation deposit or the system user fails to meet its obligation to pay a security deposit in due time or to the full amount or the system user does not refill the security deposit in due time or not to the full amount or the system user does not meet its obligation of payment of the fee according to the capacity contract to the extent of capacity contracts with a duration of one day or less in due time or not to the full amount, the transmission system operator shall be entitled to refuse an activation of the system user for participation in auctions of the transmission system operator or to deactivate the system user for further participation in auctions of the transmission system operator each with effect at the end of the gas day. The system user can only participate or participate again in auctions of the transmission system operator if it meets its obligations according to article IV para. 6 to 9 (activation deposit) to the full amount. In this case the activation of the system user or the re-activation of the system user shall be effective at the beginning of the following gas day.
- (10) The transmission system operator reserves its right to unilaterally adjust the amount of the activation deposit as mentioned in in article IV para. 6 to 9, especially due to auction results of capacity contracts with a duration of one day or less.

- (11) Conclusion of the capacity contract and compliance with its provisions shall entitle the system user to allocate entry and/or exit capacity to balance groups or sub balance accounts towards the transmission system operators.
- (12) The transmission system operator shall be entitled to require from the system user a security deposit which shall serve as security for the system user's payment obligation under the capacity contract. At the system user's discretion the security deposit shall either be provided in the form of a bank guarantee or cash deposit as specified below. The obligation to provide a activation deposit according to article IV para. 6 to 9 remains unchanged by the obligation to provide a security deposit.
- (13) A bank guarantee of the system user shall be received by the transmission system operator no later than five (5) working days after conclusion of the capacity contract; otherwise article IV para. 16 shall apply. The bank guarantee must correspond to the sample bank guarantee provided by the transmission system operator. The bank guarantee shall be returned by the transmission system operator immediately after the obligations resulting from the capacity contract have been fully met by the system user.
- (14) A cash deposit of the system user shall be received by the transmission system operator no later than five (5) working days after conclusion of the capacity contract, remitting payment without deduction to an account to be disclosed by the transmission system operator; otherwise article IV para. 16 shall apply. The cash deposit paid by the system user to the transmission system operator shall not bear interest and shall be repaid after the obligations resulting from the capacity contract have been fully met by the system user to an account to be disclosed by the system user.
- (15) The amount of the cash deposit or the bank guarantee – excluding the bank fees incurred by the transmission system operator – to be submitted by the system user shall depend on the term of the capacity contract and shall be calculated as follows:
- (a) In case of a capacity contract with a term of one month, the amount of the cash deposit or bank guarantee shall be the amount of the fee due for the services.
 - (b) In case of a capacity contract with a term of one quarter, the amount of the cash deposit or bank guarantee shall be the amount of the fee due for the first two months of the service.
 - (c) In case of a capacity contract with a term of one year, the amount of the cash deposit or bank guarantee shall be the amount of the fee due for the first three months of the service.
- (16) If the system user fails to meet its obligation of provision of a security deposit, either because the obligation is not met in due time or because the full amount of the security deposit is not paid, the transmission system operator is entitled to claim the activation deposit up to its full amount and the capacity contract shall be automatically terminated with immediate effect. In this case the transmission

system operator shall be released from its obligations under the capacity contract. The system user may not participate in auctions again until it has met its obligations under this section in full.

- (17) Should the transmission system operator be unable to conduct capacity auctions on an auction platform pursuant to sections 6f in conjunction with section 47 Gas Market Model Ordinance 2012 in time for technical reasons the transmission system operator shall be entitled to allocate capacity – after the First-Come-First-Served-principle (allocation of available capacity according to the timely order the requests have been received) – in its system until the execution of capacity auctions on an auction platform is technically possible.

The request for a capacity contract shall in any case contain the following details:

- (a) Start and end of service;
- (b) Maximum capacity in Nm³/h, m³/h (0°C) or kWh/h, with a minimum capacity of 10 MWh/h or equivalent;
- (c) Entry or exit point;
- (d) Quality of service (firm/interruptible);
- (e) Name of contact person with address and phone number;

V. Transportation service

- (1) The transmission system operator shall be obliged to accept and match the nominations of the balance group responsible in accordance with Chapters 2 and 3 of the Other Market Rules (*Sonstige Marktregeln, SoMa*) and - where necessary – in accordance with any other provisions provided the nominations comply with the specifications. The system user shall take care that the balance group responsible, to whose balance group the capacity was allocated by the system user under section 23 para. 1 Gas Market Model Ordinance complies with the provisions of Chapters 2 and 3 of the Other Market Rules (*Sonstige Marktregeln, SoMa*).
- (2) The system user shall be obliged not to exceed the contractually agreed maximum capacity for the entry and exit points when utilising the services under these Terms and Conditions.
- (3) The transmission system operator shall accept or deliver natural gas to the agreed maximum capacity at the entry or exit point of its transmission system in accordance with the nomination rules in article V para. 1. The transmission system operator shall not be obliged to accept or deliver at the entry or exit point

- amounts of natural gas exceeding the maximum agreed hourly capacity. As a prerequisite for injection and withdrawal, nominations as specified in Chapters 2 and 3 of the Other Market Rules (*Sonstige Marktregeln, SoMa*) shall be submitted to the transmission system operator by the balance group responsible.
- (4) The transmission system operator does not acquire ownership of the natural gas transported on behalf of the system user.
 - (5) Pursuant to the statutory provisions of the Natural Gas Act 2011 and in cooperation with the market area manager, the transmission system operator shall ensure pressure maintenance and the balance of injection and withdrawal under consideration of an economical method of operation.
 - (6) If firm capacity is no longer available to the extent demanded by the system user, the transmission system operator shall offer interruptible capacity as defined in section 36 para. 1 Natural Gas Act 2011. Under section 6 para. 2 Gas Market Model Ordinance 2012 the transmission system operator shall be entitled to offer interruptible capacity differentiated by classes reflecting the probability of interruptions. If the system user has booked interruptible capacity, transportation may be interrupted at any time to the extent necessary to carry out firm transportation services. In this case system users at all entry and exit points shall be treated equally in accordance with section I para. 2.
 - (7) If, to provide firm transportation services or interruptible transportation services of a higher quality class as defined by section 6 para. 2 Gas Market Model Ordinance 2012, interruption of transportation services on an interruptible basis is required, these transportation services on an interruptible basis shall be interrupted in proportion to the contracted capacity (pro rata) per quality class. In case of a different binding definition of the allocation rules for interruptions by the Annex to Regulation (EC) No 715/2009, Network Code on Capacity Allocation Mechanisms, then the relevant services will be interrupted in accordance with the Annex to Regulation (EC) No 715/2009, Network Code on Capacity Allocation Mechanisms.
 - (8) In the event of any temporary disruptions within the transmission system, the transmission system operator shall be obliged to make every effort to avoid any ensuing reduction of the agreed capacity. If a reduction of the capacity cannot be avoided, it shall be allocated to the system users in proportion to the contracted capacity (pro rata).
 - (9) In the event of restrictions to the transportation service due to unplanned maintenance work, the rules on a reduction of the fees stipulated in the applicable ordinance under section 70 Natural Gas Act 2011 shall apply.

VI. Optional service

In addition to the services described hereunder, the transmission system operator can offer services directly associated with the system operation. These optional services shall be offered by the transmission system operator uniformly and without discrimination. The conditions and fees for optional services are based on the ordinance pursuant to section 70 Natural Gas Act 2011 and shall be published by the transmission system operator on the Internet.

VII. Injection and withdrawal – gas quality

- (1) The system user shall be obliged to deliver at the entry point only natural gas complying with the specifications in annex 2 Gas Market Model Ordinance 2012. The transmission system operator and the system user shall be obliged to inform the other party immediately if it is found that the quality specifications in annex 2 Gas Market Model Ordinance 2012 are not met (referred to hereafter as “off-spec gas”).
- (2) The transmission system operator shall be entitled to refuse acceptance of off-spec gas at the entry point. The natural gas delivered by the system user shall not be considered delivered in such a case. It shall remain within the sole discretion of the transmission system operator whether to transport any off-spec gas. The system user shall be liable to the transmission system operator under article IV para. 12 to 16 for costs incurred by the transmission system operator in connection with the cleaning and overhauling of the transmission system and the recovery of full operational performance, and shall indemnify and hold harmless the transmission system operator – including towards third parties – on whatever legal grounds.
- (3) The system user shall be entitled to refuse acceptance of off-spec gas at the exit point, provided that the system user did not deliver the off-spec gas at the entry point and the transmission system operator did not refuse transportation. If the system user refuses to accept any off-spec gas, the natural gas delivered by the transmission system operator shall not be considered delivered.
- (4) The system user acknowledges that the natural gas delivered by it at the entry point may be mixed with gas delivered by other system users and that the gas received at the exit point may in some cases not be identical with that delivered at the entry point. Provided that the natural gas delivered by the system user at the entry point complies with the specifications in annex 2 Gas Market Model Ordinance 2012, the transmission system operator shall be obliged to deliver at the exit point only natural gas complying with the specifications defined in annex 2 Gas Market Model Ordinance 2012.

VIII. Determination and allocation of quantities

According to section 26 para. 3 Gas Market Model Ordinance 2012 the energy quantities delivered or received by the system user at an entry/exit point shall be received together with other energy quantities as part of an overall energy flow, and the energy quantities from the respective confirmed nominations by the balance group responsible, shall be considered the received energy volumes.

IX. Utilisation of unused booked capacity

- (1) The system user shall be obliged to make unused booked capacity available to third parties. The system user shall offer unused booked capacity exclusively only via the online platform specified in section 39 Natural Gas Act 2011 (secondary capacity platform) in conjunction with section 10 Gas Market Model Ordinance 2012.
- (2) The transmission system operator shall be entitled to withdraw all or part of the booked capacity from the system user under sections 11 et sqq. in conjunction with section 7 Gas Market Model Ordinance 2012.
- (3) The transmission system operator accepts every surrender of bindingly booked firm capacity that was contracted by the system user at an Entry or Exit point, except for capacity contracts with a duration of one day or less. The transmission system operator decides on lead times for surrender of capacity and publishes these lead times on its website. In case of a surrender of capacity of several system users with the same product quality and the same Entry or Exit point the date and time in seconds of when the transmission system operator has received the surrender requests ("time stamp") determines a possible re-allocation of capacity in case of successful re-marketing of capacity through the transmission system operator. The request for capacity surrender of the system user is binding, irrevocable and unchangeable.
- (4) The system user shall retain its rights and obligations under its existing capacity contract at any case to the extent the capacity has not be re-allocated successfully. In the respective time frame of surrender, that means starting with announcement of the binding surrender request until the close of the respective capacity auction, for which the capacity was given to the transmission system operator for re-marketing, the system user shall refrain from any action that is contrary to the re-marketing. Surrendered capacity shall be offered according to the auction calendar corresponding to the CAM Network Code as a standard capacity product. After close of the auction in which the system user's surrendered capacity was offered for re-marketing the system user shall be informed about the result of the auction regarding his surrendered capacity. In case of a successful re-allocation of the surrendered capacity by the transmission system operator the system user shall be released from its respective capacity

rights to the corresponding transportation period and extent; the capacity rights are transferred to the successful system user/s of the capacity auctions. The system user shall be obliged to reduce its previous capacity allocation to a balance group to the extent of the successfully re-allocated capacity and shall indemnify and hold harmless the transmission system operator.

- (5) In case of a successful re-allocation of capacity by the transmission system operator the regulated fee according to the Gas System Charges Ordinance (Gas-Systemnutzungsentgelte-Verordnung) as amended to be paid by the system user as contractual partner shall be omitted only to the extent of the amount of capacity re-allocated by the transmission system operator. Possible auction surcharges (“surcharges”) to be paid by the system user remain unchanged to the full extent and shall be paid further by the system user over the full duration of the capacity contract to the transmission system operator. If the clearing price of the auction (“clearing price”) for the re-allocated capacities is below the fee (regulated fee plus possible surcharges) to be paid by the system user as contractual partner the system user shall be obliged to pay the difference to the transmission system operator. The system user has no right of compensation of a possible difference between the fee according to the existing capacity contract and a possible higher fee and a possible surcharge resulting from a capacity auction in which the capacity was re-allocated by the transmission system operator (“surcharges”).
- (6) In case of a transfer of all rights and obligations (assignment) resulting from the capacity contract – that means to the full extent of capacity and the remaining contract duration – from one system user to another system user article IV para. 12 to 16 apply.

X. Fee

- (1) The system user shall be obliged to pay to the transmission system operator the fee according to sections 72 et sqq. Natural Gas Act 2011 plus any statutory surcharges. If within the framework of an auction the system user purchases capacity at a price higher than the tariffs specified according to 72 et sqq. Natural Gas Act 2011, the system user shall be obliged to pay that auction price for the term of the contract.
- (2) The fee payable according to the capacity contract shall be rounded to integers (in Euro) by the transmission system operator.
- (3) If no tariff pursuant to section 72 et sqq. Natural Gas Act 2011 is defined by ordinance under section 70 Natural Gas Act 2011, or if the ordinance under section 70 Natural Gas Act 2011 is revoked by the Federal Constitutional Court (*Verfassungsgerichtshof*), or if the Federal Constitutional Court has ruled that the ordinance under section 70 Natural Gas Act was unlawful, then the system user shall be obliged, until an ordinance is issued under section 70 Natural Gas Act

2011, to pay the tariff applying before the new ordinance comes into force or before the unlawful ordinance was revoked or recognised as unlawful, plus any statutory surcharges.

XI. Invoicing

- (1) The transmission system operator shall issue an invoice by electronic means by no later than the fifth (5th) working day of the month following the month in which the contracted transportation service was rendered. The transmission system operator may request information from the system user for preparing invoices.
- (2) Value added tax at the current rate and any other (future) tax, fee or charge that becomes payable due to or in connection with the capacity contract shall be invoiced by the transmission system operator in addition to the fee for the service and in accordance with the provisions of this section, and paid by the system user. If the system user should demand an invoice that excludes value added tax, this should be notified to the transmission system operator by documentation of either a VAT number or a certificate of entrepreneurial status before the contract is concluded.

XII. Payment, default of payment and reminders

- (1) The system user shall be obliged to pay the invoices presented by the transmission system operator in EURO as specified in article XI, plus any banking charges incurred, by no later than the fifteenth (15th) day of the month following the month in which the service was rendered or – in case of capacity contracts with a duration of one day or less – no later than the fifteenth (15th) day after invoicing (due date), by remitting payment to an account to be disclosed by the transmission system operator. If the transmission system operator fails to present an invoice on time, the due date shall be postponed by the corresponding number of days.
- (2) If the due date is not a banking day in Austria, the system user shall remit payment by no later than the first banking day following the due date.
- (3) Any objections raised by the system user against the invoice shall not entitle the system user to postpone or refuse payment of the invoice amount. If upon examination the invoice is determined to be incorrect, the system user shall be entitled to charge interest for the partial sum of the invoice determined to be incorrect. Interest shall be calculated on the basis of an annual interest rate equal to the three-month EURIBOR plus four (4) percentage points or on the basis of the statutory interest rate, depending on which the interest rate is higher the day following the due date.

- (4) The invoice shall be deemed acknowledged by the contracting parties if no complaint is filed within three (3) months of the due date.
- (5) In the event of a default of payment by the system user, interest on default shall be charged from and including the day following the due date and until but not including the date when the amount is credited to the transmission system operator's account. Interest shall be based on an annual interest rate equal to the three-month EURIBOR plus four (4) percentage points or on the statutory interest rate, depending on which interest rate is higher the day following the due date . The system user shall reimburse the transmission system operator for any expense actually incurred through reminders, resubmissions and any other actions suited and necessary for out-of-court measures to enforce or collect the debt, provided that the expense is caused by the system user and is reasonably proportionate to the enforced debt. Such expense may also be charged as a lump sum. The amount of the lump sum shall be made public.
- (6) Without prejudice to the provisions of article XII para. 5, in the event of a default of payment by the system user, the transmission system operator shall be obliged to notify the system user of this fact and grant the system user a further ten-day (10) period following written notification to remit payment. If payment is not made by the end of the additional ten (10) days, the transmission system operator shall be entitled to terminate the capacity contract with immediate effect and to use the security deposit to cover any open debt claim held against the system user. The foregoing shall not limit in any way the transmission system operator's right to claim compensation for any amount outstanding not covered by the security deposit or – in case of capacity contracts with a duration of one day or less – the activation deposit.

XIII. Obligations to provide information

- (1) The transmission system operator and the system user shall provide each other with such information as is required in order to fulfil their contractual obligations and the obligations to provide information as specified in Chapter 3 Annex 1 Regulation (EC) No 715/2009 as well as to ensure system interoperability. Section 25 Gas Market Model Ordinance 2012 shall additionally apply.
- (2) The system user shall be obliged to inform the transmission system operator in writing, before concluding the contract and if any amendment is made, about the customs regime applying to the natural gas that the system user is supplying to the transmission system operator.

XIV. Transmission of data – data protection – confidentiality

- (1) The transmission system operator shall be entitled to use the system user data required for fulfilling its tasks exclusively in accordance with the relevant statutory

- requirements and may transmit these data only to the extent necessary and legally permissible to those market participants requiring these data for carrying out their tasks, especially to the market area manager and the distribution area manager.
- (2) The transmission system operator shall make available to the relevant market participants the information and data which the latter require to complete their tasks as well as to ensure safe and efficient system operation, coordinated expansion and system interoperability. Corresponding obligations to provide information shall apply to the system user towards the transmission system operator in whose system the system user injects natural gas.
 - (3) The transmissions of data stated in these General Terms and Conditions shall be carried out in accordance with the specific manner set forth for each case in the Gas Market Model Ordinance 2012 and the Other Market Rules (*Sonstige Marktregeln, SoMa*), each as amended.
 - (4) The transmission system operator and the system user shall treat confidentially of any business and trade secrets of which they obtain knowledge while carrying out business activities and shall not disclose any such information to third parties. This shall not include the disclosure of information and data to the regulatory authorities as required by law and to the transmission system operator's service providers to the extent required. The transmission system operator shall bind its service providers to the obligation of confidentiality likewise.

XV. Other provisions

- (1) The system user shall be entitled to offset liabilities solely against claims that have been accepted by the transmission system operator or imposed by the court.
- (2) The transmission system operator shall be entitled to outsource to third parties individual elements of its obligations to perform the service, e.g. accounting, dispatching etc.
- (3) The system user shall be aware that telephone calls with the dispatching centre will be recorded.
- (4) The capacity contract and any amendments or additions thereto shall be agreed upon in writing. Any departure from this requirement of written form shall also be made in writing. For postal communications the address to be used shall be that stated on the cover page of the capacity contract. Changes of address shall be notified to the other party in writing within fourteen (14) days.

XVI. Amendment to the General Terms and Conditions for Transmission Network Access

- (1) These General Terms and Conditions form an integral part of the frame capacity contract. Both the sample capacity contract and the General Terms and Conditions are published on the Internet on the transmission system operator's website. The system user hereby acknowledges that, if it also uses its own general terms of business, these General Terms and Conditions shall always prevail. The fulfilment of obligations under the capacity contract by the transmission system operator shall not be deemed to constitute acceptance of the system user's general terms of business. Any matter not covered in the capacity contract and/or these General Terms and Conditions shall be settled between the contracting parties according to generally accepted practice in the industry.

- (2) If a version of the General Terms and Conditions for Transmission Network Access is approved that has been amended compared with the version valid when the capacity contract was concluded, the transmission system operator shall notify the system user of the amendments without delay electronically and send the system user on request the amended General Terms and Conditions for Transmission Network Access. If the system user does not object to the application of the amended General Terms and Conditions of Transmission Network Access in writing within four (4) weeks of being apprised of them, the respective capacity contract shall be subject to the amended General Terms and Conditions for Transmission Network Access. The amended General Terms and Conditions for Transmission Network Access shall become effective as of the first day of the month following expiry of the period for raising an objection. If the system user objects to the application of the amended General Terms and Conditions for Transmission Network Access in writing within four (4) weeks of being apprised thereof, the transmission system operator shall be entitled to terminate the capacity contract giving three (3) months notice of termination in writing. The transmission system operator shall explicitly inform the system user in writing of the consequences of any objection.

XVII. Severability clause

Should any provisions of the capacity contract, including these General Terms and Conditions for Transmission Network Access, be or become void, the validity of the remaining provisions of the capacity contract shall remain unaffected thereby. The contracting parties shall undertake to replace the invalid, legally ineffective or void provision with a new and valid provision that approximates as nearly as possible the economic, technical and/or legal intent of the invalid, legally ineffective or void provision.

XVIII. Force majeure

- (1) If any contractual obligations cannot be met at all or cannot be met in timely or proper manner due to force majeure or due to fulfilling future statutory requirements as part of emergency measures, the relevant contractual obligations shall be suspended until the impediments and their consequences have been removed. Force majeure shall be deemed to include any event or any circumstance or any chain of events and/or circumstances impacting on the transportation services agreed with the transmission system operator under the capacity contract, the occurrence of which was unforeseeable and beyond the scope of influence of the contracting parties, which could not have been foreseen or avoided even by exercising due, customary and reasonable care and diligence, and which is the reason why one party cannot fulfil its obligations to the other party or cannot fulfil them within the agreed time. The foregoing shall apply specifically to war, riots, strikes or lock-outs, natural disasters or fire, epidemics, government measures or similar circumstances.
- (2) The inability of the system user to pay the fee referred to in article X shall not be regarded as a circumstance of force majeure.
- (3) The contracting party affected by force majeure shall be obliged to inform the other contracting party thereof without delay, indicating the foreseeable duration of the interruption of performance and the reasons for it.
- (4) If an event of force majeure persists more than six (6) months, the contracting parties shall make best endeavours to adjust the capacity contract accordingly.

XIX. Termination for good cause

- (1) The right of either contracting party to terminate the capacity contract with immediate effect for good cause shall remain unaffected.
- (2) Examples of good cause for the transmission system operator are:
 - (a) severe breach of contract by the system user;
 - (b) institution of bankruptcy proceedings against the assets of the system user or non-institution of insolvency proceedings for lack of assets to cover costs.

In these cases the transmission system operator shall be entitled to hold itself harmless by claiming the security deposit .

XX. Legal succession

If a capacity contract concluded on the basis of these General Terms and Conditions is assigned to a third party, the transmission system operator shall be entitled to require a security deposit from the new system user pursuant to article IV para. 12 to 16.

XXI. Warranties

The system user assures to have an unconditional and undisputed right to transport the natural gas delivered at the entry point. The natural gas delivered by the system user shall be free of any liens, encumbrances and third-party claims opposing transportation. The system user shall be obliged to indemnify the transmission system operator for any costs, lawsuits and claims raised by third parties.

XXII. Liability, indemnification

- (1) Each contracting party shall be solely liable to fulfil the obligations arising from the capacity contract.
- (2) Each contracting 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 and claims as stipulated in section 33 para. 6 Natural Gas Act 2011, the contracting party shall only be liable in cases of intent and gross negligence.
- (3) In the event of the transmission system operator's liability due to gross negligence, such liability shall be limited to direct damage at twelve times the monthly fee; with capacity contracts with terms up to one year the transmission system operator's liability shall be limited to the amount of the contractual fee. Liability for indirect damage, loss of profits and consequential losses shall be excluded to the full extent permitted by law.
- (4) The transmission system operator 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 and hold harmless Gas Connect Austria for any damage suffered by Gas Connect Austria and/or third parties resulting from these circumstances.
- (5) The system user shall be liable without limitation for damage suffered by the transmission system operator or third parties (e.g. other system users) through natural gas or biogenic gas which does not comply with specifications and shall

fully indemnify and hold harmless the transmission system operator in such cases.

- (6) The transmission system operator shall not be liable to the system user for damage suffered by the system user from legal agreements with third parties, even if such legal agreements are required in order to use the transmission system operator's service.

These General Terms and Conditions shall come into force at 0600 hours on 01 10. 2013.