



**Gas Transmission Operator  
GAZ-SYSTEM S.A.**

**TRANSMISSION NETWORK CODE  
(TNC)**

**Part I**

**General conditions for using the  
transmission system**

Warsaw, July 2008

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 2 of 42 |
|---------------|---|--------------|

TABLE OF CONTENTS

|     |   |    |
|-----|---|----|
| 1.  | DEFINITIONS AND UNITS .....                               | 3  |
| 2.  | GENERAL PROVISIONS .....                                  | 7  |
| 3.  | DESCRIPTION OF THE TRANSMISSION SYSTEM.....               | 11 |
| 4.  | PLANNING DEVELOPMENT OF THE TRANSMISSION SYSTEM.....      | 20 |
| 5.  | CONNECTION TO THE TRANSMISSION NETWORK.....               | 21 |
| 6.  | PROCEDURE FOR CONCLUDING THE TRANSMISSION CONTRACT .....  | 26 |
| 7.  | PRINCIPLES OF ESTABLISHING THE CONTRACTED CAPACITY .....  | 35 |
| 8.  | WORK IN THE TRANSMISSION SYSTEM.....                      | 36 |
| 9.  | INVOICING AND PAYMENTS FOR THE TRANSMISSION SERVICE ..... | 38 |
| 10. | DATA PROCESSING SECURITY .....                            | 40 |

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 3 of 42 |
|---------------|---|--------------|

## 1. DEFINITIONS AND UNITS

### Definitions

|   |  |
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| <i>Allocation</i>                             | <i>The assignment of a quantity of gas to individual shippers, which is introduced for transmission at the entry point or off-taken from the exit point, if the gas is introduced or off-taken at the given point within the framework of more than one transmission contract.</i>   |
| <i>Physical balancing</i>                     | <i>The activities of a TSO which has common entry and exit points with our system in order to balance the quantity of gas introduced into and off-taken from the transmission system through ongoing control of operation of the transmission system.</i>  |
| <i>Commercial balancing</i>                   | <i>The activities of a TSO involving the definition and settlement of imbalanced values arising from the difference between the quantities of gas introduced into and off-taken from the transmission system by the shipper.</i>   |
| <i>System balancing</i>                       | <i>The business activities conducted by a TSO within the framework of the transmission services provided involving the balancing of requirements for gas with the suppliers of these fuels, including physical balancing and commercial balancing.</i>   |
| <i>Gas Reference Price (GRP)</i>              | <i>The weighted average purchase price of gas fuel by the Transmission System Operator on the TSO website and defined in accordance with the methodology specified in the TNC.</i>   |
| <i>Gross calorific value (G<sub>CV</sub>)</i> | <i>The amount of energy that would be given off as heat as a result of the complete or total combustion of 1m<sup>3</sup> of gas in air under normal conditions if the reaction takes place under a constant absolute pressure of 101.325 kPa, all products of combustion, except water, are in a gaseous state, the steam created in the combustion process condenses and all products of combustion (both products in gaseous state and water in liquid state) are brought to a temperature of 25°C.</i> |
| <i>Pressure</i>                               | <i>The pressure of gas measured under static conditions as overpressure, which is the difference between the absolute static pressure of the gas and atmospheric pressure.</i>   |
| <i>Working days</i>                           | <i>The days from Monday to Friday, except statutory holidays.</i>  |
| <i>Gas day</i>                                | <i>The period from 22:00 hours on the previous day to 22:00 hours on the current day.</i>  |
| <i>Direct gas pipeline</i>                    | <i>A gas pipeline that has been built to supply gas directly to the supplier's installation, bypassing the gas system.</i>   |
| <i>Interconnector pipeline</i>                | <i>A gas transmission pipeline crossing the borders of European Union member states or member states of the European Free Trade Agreement (EFTA) - the parties to the agreement on the European Economic Zone, exclusively for the purpose of interconnecting the national transmission systems of these states.</i>   |

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 4 of 42 |
|---------------|---|--------------|

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| <i>Storage facility</i>                     | <i>Facility used to store gas including containerless storage of gas and storage capacity of gas pipelines being the property of an energy company or operated by that company, including the part of the liquefaction of natural gas facility used for its storage, with the exception of that part of the facility which is used to production activity, as well as facilities serving exclusively the performance of the tasks of transmission system operators.</i> |
| <i>Commercial Transmission Report (CTR)</i> | <i>A document prepared by TSO containing a set of information on the provision of transmission services by the TSO to the shipper in the settlement period (gas month).</i>   |
| <i>Wobbe index</i>                          | <i>The ratio of the gross caloric value of gas to the square root of its relative density under the same reference conditions.</i>  |
| <i>Gas month</i>                            | <i>The period from 22:00 hours on the last day of the month immediately preceding the current month to 22:00 hours of the last day of the current month.</i>  |
| <i>Contracted capacity</i>                  | <i>The maximum hourly quantity of gas under normal conditions, as specified in the transmission contract, which can be admitted for transmission at the entry point or off-taken from the transmission system at the exit point.</i>  |
| <i>Imbalance</i>                            | <i>The difference between the quantity of gas that the shipper has introduced at the entry points for transmission and off-taken from the transmission system at the exit points, calculated on the basis of the results of measurements and the methods of allocation within the framework of the performance of a given transmission contract.</i>  |
| <i>Nomination</i>                           | <i>The shipper's declaration passed to the TSO regarding the quantity of gas that will be introduced at the entry points of the transmission system by the shipper at a specified time and off-taken by the shipper from the transmission system at the exit points.</i>  |
| <i>Final customer</i>                       | <i>The customer purchasing gas for his own use.</i>   |
| <i>Contractual congestion</i>               | <i>Restrictions on the possibility of transmitting gas arising from capacity booking by shippers at a greater level than is actually used.</i>  |
| <i>Technical congestion</i>                 | <i>Restrictions on the ability to transmit gas arising from congestion in the technical devices, installations or networks.</i>   |
| <i>Billing Point Operator (BPO)</i>         | <i>An entity performing metering and settlement tasks at the entry points to or exit points from the transmission system.</i>   |
| <i>Distribution System Operator (DSO)</i>   | <i>An energy company that distributes gas, which is responsible for network traffic in the gas distribution system, the duties of which are specified in the Energy Law.</i>  |
| <i>Storage Facility Operator (SFO)</i>      | <i>An energy enterprise that stores gas, which is responsible for the maintenance of the storage installation, the duties of which are specified by the Energy Law.</i>   |

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 5 of 42 |
|---------------|---|--------------|

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| <i>Transmission System Operator (TSO)</i>         | <i>Gas Transmission Operator Gaz-System S.A. - an energy company that transmits gas, which is responsible for network operation in the gas transmission system, the duties of which are specified by the Energy Law.</i>   |
| <i>Interconnecting System Operator (ISO)</i>      | <i>The DSO, SFO or an interconnecting system to the TSO's transmission system other than the TSO.</i>  |
| <i>Gas</i>  | <i>High-methane natural gas or nitrified natural gas transported through the transmission system.</i>  |
| <i>Linepack</i>                                   | <i>The quantity of gas that is under pressure in the gas pipelines.</i>  |
| <i>Technical capacity</i>                         | <i>The maximum constant capacity of the transmission system within the framework of which the TSO can provide gas transmission services.</i>   |
| <i>Booked capacity</i>                            | <i>The part of the technical capacity of the transmission system that is booked as a result of transmission contracts and network connection agreements signed by the TSO and applications for the provision of transmission services accepted by the TSO.</i>   |
| <i>Transmission</i>                               | <i>The transport of gas through the transmission network between entry points and exit points.</i>   |
| <i>Importation</i>                                | <i>The importation of gas into the territory of the Republic of Poland within intra-community acquisition or import, in the meaning of the Act on reserves.</i>  |
| <i>Entry point</i>                                | <i>The place of introduction of gas into the transmission system.</i>  |
| <i>Exit point</i>                                 | <i>The place of off-take of gas from the transmission system.</i>  |
| <i>Re-nomination</i>                              | <i>A change to the approved nomination.</i>  |
| <i>Gas year</i>                                   | <i>The period from 22:00 hours on 31 December of the previous year to 22:00 hours of 31 December of the current year,</i>  |
| <i>Distribution network / distribution system</i> | <i>A high, medium and low pressure gas network excluding upstream and direct gas pipelines, for the network operating of which the DSO is responsible.</i>   |
| <i>Transmission network / transmission system</i> | <i>A high pressure gas network excluding upstream and direct gas pipelines, for the network operation of which the TSO is responsible.</i>   |
| <i>Force majeure</i>                              | <i>An extraordinary external event that is independent of the will of a party, which prevents the permanent or temporary performance of an agreement, the event or the consequences of which the party was unable to predict with due care at the time of signature of an agreement, or avoid or overcome.</i> |
| <i>Interoperating system</i>                      | <i>A distribution, storage or transmission system other than the TSO's transmission system that interoperates with the TSO's transmission system.</i>  |
| <i>Emergency situation</i>                        | <i>A situation resulting in the loss of technical operability of the transmission network or the networks, installations or devices connected to it or a direct threat to lives, health, property, the</i>   |

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|                                     | <i>environment, or a sudden need to counter or avoid the emergence of such threats or to eliminate the consequences caused by their emergence and resulting in a restriction in the supply, transmission or off-take of gas.</i>   |
| <i>Tariff</i>                       | <i>A set of prices and charges, as well as the conditions for applying them, which is introduced as obligatory in the settlements with the shippers.</i>   |
| <i>Gas week</i>                     | <i>The period from 22:00 hours on Sunday of the week prior to the current week and 22:00 hours on Sunday of the current week.</i>  |
| <i>Transmission contract</i>        | <i>A gas transmission contract concluded by and between the shipper and the TSO.</i>   |
| <i>Transmission system user</i>     | <i>An entity that delivers gas to the transmission system or is supplied by this system.</i>   |
| <i>Energy Law</i>                   | <i>The Energy Law of 10/04/1997 - consolidated text (Journal of Laws of 2006, No. 89, item 625, as amended).</i>   |
| <i>Act on reserves</i>              | <i>The Act of 16 February 2007 on the reserves of crude oil, petroleum products and natural gas and the course of action in the event of a threat to the state fuel security and disruptions on petroleum market (Journal of Laws of 2007, no. 52, item 343)</i>   |
| <i>Net calorific value</i>          | <i>The amount of heat that would be given off as a result of the complete combustion of a specified quantity of gas, if the reaction takes place under a constant pressure of 101.325 kPa, all products of this combustion are in a gaseous state and have been taken to the same temperature as the substrates had.</i> |
| <i>Normal conditions</i>            | <i>The reference conditions for billing purposes, absolute pressure of 101.325 kPa and temperature of 273.15 K.</i>  |
| <i>System congestion management</i> | <i>Business activities conducted by the TSO within the framework of the transmission services provided in order to ensure the safe operation of the transmission system and to provide the required technical parameters of gas in the event of the appearance of technical congestion in this system's capacity.</i>    |
| <i>Shipper</i>                      | <i>A natural or legal person, as well as an entity not having legal personality, but having legal capacity, which uses transmission services under a transmission contract concluded with the TSO.</i>   |

#### Units used

|                |   |
|----------------|---|
| m <sup>3</sup> | cubic metre (defined in the TNC under normal conditions), |
| °C             | degree Celsius,   |
| h              | hour,   |
| K              | Kelvin,   |
| km             | kilometre,  |
| MJ             | megajoule,  |
| mg             | milligramme,  |
| µg             | microgramme,  |
| MPa            | megapascal,   |
| kPa            | kilopascal.   |

## 2. GENERAL PROVISIONS

### 2.1. Introduction

- 2.1.1. Gas Transmission Operator GAZ-SYSTEM S.A., (the Transmission System Operator), provides services of transportation of gas, based on a licence for gas transmission and distribution, as well as a decision of the President of the Energy Regulatory Office ("ERO") on the nomination of a transmission system operator.
- 2.1.2. The TSO provides services of gas transportation to the Shipper on the basis of a gas transmission contract, in accordance with the Transmission Network Code ("TNC").
- 2.1.3. The TNC constitutes a set of regulations as defined by article 384 § 1 of the Civil Code, which specifies the following, in particular:
  - 2.1.3.1. the rights and duties of the TSO and the shipper,
  - 2.1.3.2. the conditions for the provision of the service of transportation of gas,
  - 2.1.3.3. the processes required for the safe and effective fulfilment of the services of transporting gas,
  - 2.1.3.4. the extent of the cooperation between the TSO and the DSO, SFO and the owners of the storage facilities.
- 2.1.4. The TNC is handed to the entities intending to take advantage of transportation services when entering into a transmission contract and is made available to entities applying to be connected to the transmission network.
- 2.1.5. Entities using the transmission services on the basis of a transmission contract concluded with the TSO are obliged to observe all the provisions of the TNC.
- 2.1.6. The TNC is handed to the distribution system operators, Storage Facility Operators or owners of the storage facilities when entering into the agreements referred to in point 3.7. or agreements on the use of storage facilities. DSOs, SFOs and owners of storage facilities are obliged to observe all the provisions of the TNC that apply to them, based on the agreement they have concluded with the TSO.
- 2.1.7. The TNC and the supplementary documents are prepared in Polish.
- 2.1.8. The current version of the TNC is published on the TSO website, [www.gaz-system.pl](http://www.gaz-system.pl).

### 2.2. The TSO's rights and duties

- 2.2.1. While applying objective and transparent principles assuring equal treatment of transmission system users and taking into account the environmental protection requirements, the TSO is responsible for:
  - 2.2.1.1. security of supply of gas by assuring security of the transmission system operations and implementation of the transmission contracts with the shippers,
  - 2.2.1.2. the management of network traffic in a coordinated and efficient manner, while maintaining the required reliability and quality of gas fuel deliveries,
  - 2.2.1.3. operation, maintenance and repairs of the network, installations and facilities of the transmission system, together with the interconnections with other gas systems in a manner that guarantees reliability of functioning of the transmission system,

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 8 of 42 |
|---------------|---|--------------|

- 2.2.1.4. the assurance of the long-term capacity of the transmission system in order to satisfy justified needs of transmission of gas, as well as the expansion of the transmission system, and where applicable, expansion of interconnections with other gas systems,
- 2.2.1.5. cooperation with the ISOs or energy companies in order for the gas systems to operate reliably and efficiently, as well as to coordinate their development,
- 2.2.1.6. the use of the capacity of storage facilities in accordance with the provisions of part II of the TNC,
- 2.2.1.7. the management of the flow of gas and the maintenance of the quality parameters of this fuel in the transmission system and on the connections with interoperating systems,
- 2.2.1.8. the provision of the services required for the correct operation of the transmission system,
- 2.2.1.9. balancing of the system and management of congestion in the transmission system, as well as handling settlements with the shippers, which arise from their imbalance,
- 2.2.1.10. the provision of information to the system users and the ISOs on the terms and conditions for the provision of transmission services, including interoperation with connected gas systems,
- 2.2.1.11. the preparation of plans for introducing restrictions in gas take for customers, including shippers, connected directly to the transmission network, subject to restrictions in gas take pursuant to the Act on reserves as well as agreeing such plans with the President of the ERO,
- 2.2.1.12. the performance of duties connected with the implementation of the restrictions in gas take, introduced in accordance with the provisions of the Act on reserves.
- 2.2.2. The TSO provides transmission services within the limits of the technical capacity of the transmission network.
- 2.2.3. The TSO purchases gas for its own needs and for balancing the transmission system from:
  - 2.2.3.1. direct suppliers of gas, i.e. entities trading in gas, having their registered offices outside the Republic of Poland or extracting gas,
  - 2.2.3.2. energy companies involved in the trading of gas,
  - 2.2.3.3. entities ordering the services of transmission by purchasing some of the gas introduced for transmission.
- 2.2.4. The TSO may select the supplier of gas referred to in point 2.2.3. (point 2.2.3.1 and point 2.2.3.2) by tender or auction, depending on the availability of sources of receipt of gas, which will satisfy the technical capabilities of delivering gas for the TSO's purposes at the place and on the conditions that assure it security of supply.
- 2.2.5. In justified cases, the TSO may purchase gas directly from the shippers for technological purposes and to cover network losses arising from the performance of a transmission contract concluded by and between the parties in the quantities and on the conditions specified in the transmission contract.
- 2.2.6. The TSO receives gas from or transfers it to the shipper in the situation of an imbalance of the quantity of gas introduced for transmission or off-taken from the

|               |   |              |
|---------------|---|--------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 9 of 42 |
|---------------|---|--------------|

transmission system by the shipper, in accordance with the provisions of part II of the TNC, within the framework of the TSO's technical capabilities.

- 2.2.7. Within the framework of managing system congestion, the TSO has the right to provide access to capacity booked by the shipper, which is unused and results in a restriction of access to the transmission system for other entities. The conditions and procedures for selling or making capacity that is unused by the shipper available are specified in part II of the TNC.
- 2.2.8. In the case of an unexpected increase in gas consumption by customers, the emergence of interference in the supply of gas, an emergency situation, including in interoperating systems, resulting in the emergence of a threat to the security of the transmission system operations, the TSO shall take the steps described in part II of the TNC.
- 2.2.9. In the event of the appearance of an emergency situation, the TSO shall take the necessary steps to recover the correct operation of the transmission system in accordance with the procedures specified in part II of the TNC.
- 2.2.10. The TSO publishes the information specified in the Regulation of the European Parliament and of the Council of 28 September 2005 on conditions for access to the natural gas transmission networks in its website.

### **2.3. The shipper's rights and duties**

- 2.3.1. The shipper uses the services of transportation of gas on the principles specified in the Energy Law, the TNC and the transmission contract. The shipper is obliged to pay charges specified in the tariff and in part II of the TNC to the TSO.
- 2.3.2. The shipper, as the user of the gas transmission service, is obliged to observe the provisions of the TNC, in particular to:
  - 2.3.2.1. introduce gas for transmission and off-take it from the system in quantities specified in the approved nominations for the entry and exit points in accordance with the provisions of part II of the TNC,
  - 2.3.2.2. introduce gas for transmission into the transmission system at the entry point which satisfies the requirements regarding the quality parameters specified in point 3.2 and at the pressure specified in the transmission contract,
  - 2.3.2.3. not exceed the contracted capacities specified in the transmission contract,
  - 2.3.2.4. not exceed the imbalance limits specified in part II of the TNC,
  - 2.3.2.5. make payments in accordance with the provisions of point 9 and the transmission contract,
  - 2.3.2.6. observe the restrictions specified in part II of the TNC in the nominations that are submitted,
  - 2.3.2.7. immediately notify the TSO of a change in the formal/legal and commercial conditions that constitute the grounds for concluding the transmission contract, as specified in point 6,
  - 2.3.2.8. provide the ability of 24 hour contact with the shipper and his customers who are connected directly to the transmission system in the event of the emergence of accidents that affect the fulfilment of the transmission contract,

- 2.3.2.9. immediately obey the instructions of the TSO dispatcher services and assure fulfilment of such instructions by the entities receiving or supplying gas to or from the transmission system for the shipper,

#### **2.4. Supplementary documents**

- 2.4.1. Chart of the transmission system and the list of entry points and exit points.
- 2.4.2. Application forms for specifying the conditions for connecting to the transmission network.
- 2.4.3. Application form for the provision of the transmission service.
- 2.4.4. Specimen transmission contract.
- 2.4.5. The tariff.
- 2.4.6. The supplementary documents are posted on the TSO's website [www.gaz-system.pl](http://www.gaz-system.pl).

#### **2.5. Update of the TNC**

- 2.5.1. Amendments to the TNC are introduced by the TSO.
- 2.5.2. The TSO prepares the draft amendments to the TNC in the form of a change sheet. The change sheet specifies the reasons, the scope and the wording of the proposed amendments, as well as the planned effective date.
- 2.5.3. The TSO holds consultations on the proposed changes to the TNC with users of the transmission system. In order to hold the consultations, the TSO, on the day that the TNC draft amendments are posted on the TSO's website, sends in writing to all shippers, DSOs, SFOs, owners of storage facilities and entities that are parties to the network connection agreement, information on public access to the draft amendments of the TNC. The TSO posts the change sheet on the TSO's website and makes it available for review in the TSO's registered office.
- 2.5.4. The entities referred to in point 2.5.3. may submit their comments on the proposed amendments to the TSO within a period of no more than 21 days from the date of posting the change sheet on the TSO's website.
- 2.5.5. The TSO analyses the comments submitted and prepares the final wording of the amendments to the TNC.
- 2.5.6. In accordance with the provisions of article 9g.7 of the Energy Law, the TSO presents the amendments to the TNC to the President of the ERO for approval, together with information on the comments submitted by the system users and the method in which they were addressed.
- 2.5.7. The amendments to the TNC that are subject to approval by the President of the ERO are published in the ERO Bulletin. The final wording of the TNC containing all the changes introduced is posted in the TSO's website and made available for review at the TSO's registered office.
- 2.5.8. The TSO sends the final text of the TNC containing all the amendments introduced to the shippers, DSOs, SFOs, owners of the storage facilities and entities that are parties to the network connection agreement.

- 2.5.9. Unless the decision of the President of the ERO, as referred to in article 9g.7 of the Energy Law, states otherwise, the amended or new provisions of the TNC are introduced for implementation by the TSO no earlier than after 14 days and no later than within 45 days from the later of the following: posting in the TSO's website or announcement in the ERO Bulletin, provided that the amendments to the TNC are subject to announcement in the ERO Bulletin.
- 2.5.10. In the event of a lack of acceptance of the amendments to the TNC, the shipper is entitled to the right to terminate the transmission contract within thirty (30) days of the date of delivery of the new wording of the TNC, while observing a notice period of twenty-one (21) days. The entitlement to terminate the agreement applies to cases of the conclusion of an agreement for both a specified and an indefinite time. The new or amended provisions of the TNC are not applied to the shipper who has given notice of termination during the period from the date of delivery of the notice of termination of the transmission contract to the TSO until the date of its termination. The above provision applies respectively to agreements concluded with DSOs, SFOs and owners of storage facilities.
- 2.5.11. The TSO registers subsequent amendments to the TNC in the list of changes posted in its website.

### **3. DESCRIPTION OF THE TRANSMISSION SYSTEM**

#### **3.1. Components of the transmission system**

- 3.1.1. The transmission service is provided by the TSO in three transmission systems:
- 3.1.1.1. a group E high methane natural gas (GZ-50) system,
  - 3.1.1.2. a group L, sub-group Lw nitrified natural gas (GZ-41.5) system,
  - 3.1.1.3. a group L, sub-group Ls nitrified natural gas (GZ-35) system.
- 3.1.2. The following interoperate with the TSO's transmission system:
- 3.1.2.1. group L, sub-group Ln and Lm natural gas pipelines that transport gas from the low-methane natural gas conversion facility and the gas mixing facility,
  - 3.1.2.2. upstream gas pipelines transporting gas to the entry points into the transmission system,
  - 3.1.2.3. systems, networks and installations of other operators.
- 3.1.3. Entry points related to the following are distinguished in the transmission system:
- 3.1.3.1. the import of gas,
  - 3.1.3.2. domestic deposits,
  - 3.1.3.3. the delivery of gas from the networks of other energy companies,
  - 3.1.3.4. storage facilities,
  - 3.1.3.5. gas mixing facilities,
  - 3.1.3.6. Deliveries of gas from low-methane natural gas conversion facilities.
- 3.1.4. Exit points related to the following are distinguished in the transmission system:
- 3.1.4.1. the export of gas,

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 12 of 42 |
|---------------|---|---------------|

- 3.1.4.2. the delivery of gas directly to the final customer,
- 3.1.4.3. the delivery of gas to the networks of other energy companies,
- 3.1.4.4. storage facilities,
- 3.1.4.5. gas mixing facilities.

### 3.2. Quality parameters of gas

- 3.2.1. The following gross caloric values are specified for the gas,  $G_{CV}$ , transmitted through the transmission system:
  - 3.2.1.1. for the group E high methane natural gas system:
    - from  $G_{CVmin} = 38.0$  to  $G_{CVmax} = 40.0$  MJ/m<sup>3</sup>,
  - 3.2.1.2. for the Lw subgroup nitrified natural gas system:
    - from  $G_{CVmin} = 30.0$  to  $G_{CVmax} = 33.5$  MJ/m<sup>3</sup>,
  - 3.2.1.3.  $G_{CV}$  for the Ls subgroup nitrified natural gas system:
    - from  $G_{CVmin} = 26.0$  to  $G_{CVmax} = 30.0$  MJ/m<sup>3</sup>,
- 3.2.2. In the event that the gas supplied to the group E high methane natural gas system has a gross caloric value within the range  $34.0 \leq G_{CV} < 38.0$  MJ/m<sup>3</sup>, the TSO may refuse to accept such fuel, and in the event that it is introduced into the system, an additional charge, as specified in part II of the TNC is collected from the shipper.
- 3.2.3. The TSO may refuse to accept gas of gross caloric value within the range  $34.0 \leq G_{CV} < 38.0$  MJ/m<sup>3</sup> or quality parameters that differ from those specified in point 3.2.5 if this could cause:
  - 3.2.3.1. a reduction in the quality of gas delivered to the exit point to below the parameters specified in the transmission contract concluded by the TSO,
  - 3.2.3.2. a detrimental change to the scope of supply of gas to customers connected to the transmission system,
  - 3.2.3.3. a breach of rights or interests of customers connected to the transmission system.
- 3.2.4. Gas of a gross caloric value of less than the following may not be introduced into the transmission system:
  - 3.2.4.1.  $G_{CVmingr} = 34$  MJ/m<sup>3</sup> for the group E high methane gas system,
  - 3.2.4.2.  $G_{CVmingr} = 30$  MJ/m<sup>3</sup> for the Lw subgroup nitrified gas system,
  - 3.2.4.3.  $G_{CVmingr} = 26$  MJ/m<sup>3</sup> for the Ls subgroup nitrified gas system,
- 3.2.5. Requirements regarding other quality parameters of the gas transported by the transmission system:

| Value describing the quality of gas                            | Unit of measure   | Highest admissible value / range |
|--|-------------------|----------------------------------|
| Hydrogen sulphide content*                                     | mg/m <sup>3</sup> | 7.0                              |
| Oxygen content*  | % (mol/mol)       | 0.2                              |
| Carbon dioxide content*  | % (mol/mol)       | 3.0                              |
| Mercury fume content*  | µg/m <sup>3</sup> | 30.0                             |
| Mercapthane sulphur content*                                   | mg/m <sup>3</sup> | 16.0                             |
| Total sulphur content*   | mg/m <sup>3</sup> | 40.0                             |
| Dew-point temperature for 5.5 MPa from 1 April to 30 September | °C                | +3.7                             |
| Dew-point temperature for 5.5 MPa from 1 October to 31 March   | °C                | -5.0                             |
| Hydrocarbon dew-point temperature                              | °C                | 0                                |
| Dust content of a particle diameter of greater than 5 µm*      | mg/m <sup>3</sup> | 1.0                              |
| Scope of variability of the Wobbe index for group E gas        | MJ/m <sup>3</sup> | 45.0 - 54.0                      |
| Scope of variability of the Wobbe index for Lw sub-group gas   | MJ/m <sup>3</sup> | 37.5 - 45.0                      |
| Scope of variability of the Wobbe index for Ls sub-group gas   | MJ/m <sup>3</sup> | 32.5 - 37.5                      |

\* Apart from the water dew point temperatures, all amounts contained in the table are specified for normal conditions.

### 3.3. Measurements of pressure, quantities and quality parameters of gas in the transmission system

- 3.3.1. Measurement of pressure, quantities and quality parameters of the gas transported are taken for the purpose of billing for the service.
- 3.3.2. The following values are specified at the entry points and exit points:
  - 3.3.2.1. the daily quantity of gas,
  - 3.3.2.2. the monthly quantity of gas,
  - 3.3.2.3. the maximum hourly quantity of gas in the given gas day or gas month,
  - 3.3.2.4. the minimum pressure in the given gas day or month.
- 3.3.3. Appropriate configurations of the measurement systems are applied at the entry points and exit points depending on the value of the contracted capacity.

- 3.3.4. The description of the measurement systems at the entry points and exit points, as well as the method of calculation (in cases other than arises from point 3.5) are contained in the technical appendix that constitutes an integral part of the transmission contract.
- 3.3.5. The measurements of the quality parameters of the gas transmission are taken by the TSO at points specified by it in the transmission system described on the TSOs website [www.gaz-system.pl](http://www.gaz-system.pl).
- 3.3.6. The gross caloric value for billing purposes is specified as the arithmetic mean of the values of the measurements taken at a given point.
- 3.3.7. In the event that a measurement facility, which is agreed with the TSO and checked by the TSO, which enables the definition of the gross caloric value of the gas at the entry point or at the exit point, is installed, the gross caloric value will be specified on the basis of the readings from this facility.
- 3.3.8. The minimum pressure in a given month shall be accepted as the minimal average day pressure registered in a given gas month.
- 3.3.9. In the case of the entry point or exit point at which the TSO has the legal title to the measurement facilities, the TSO shall ensure that the readings are taken at this point.
- 3.3.10. If the TSO does not have the legal title to the measurement devices installed at the given entry or exit point, the shipper shall provide the TSO with access to the measurement and billing facilities, to take readings of the amounts specified in point 3.3.2. and to provide the data from the measurements to the TSO. The frequency of the measurements and the timing and format of transfer of the data are specified in the technical appendix, which constitutes an integral part of the transmission contract.

#### **3.4. Telemetry system**

- 3.4.1. In the event that the TSO has the legal title to the given entry or exit point, after starting up a telemetry system at this point, the TSO shall agree the scope and conditions for providing the telemetry data to the shipper on the shipper's application.
- 3.4.2. In the event that the TSO does not have legal title to the given entry or exit point, the shipper commits to enabling the TSO:
  - 3.4.2.1. to install telemetry facilities at the given point, which are used to transmit measurement data to the TSO, whereby the ownership right to the installed telemetry facilities shall remain with the TSO,
  - 3.4.2.2. to directly access the telemetry and measurement facilities installed at the given point.
- 3.4.3. The TSO and the shipper cover their own costs related to the transmission of telemetry data to their services.
- 3.4.4. The telemetry data from the given point to the TSO should be transmitted through one or two independent transmission routes, depending on the importance of the point in the transmission system.
- 3.4.5. In the event of a failure in the telemetry system, the duty to notify the parties using the telemetry data of the failure that has taken place lies with the entity maintaining the telemetry facilities. If the entity maintaining the telemetry facility is not the TSO, the shipper is obliged to notify the TSO of the failure that has taken place.

- 3.4.6. In the event that the given entry or exit point is not connected to the telemetry system or a failure has taken place in the telemetry system, the necessary data will be passed by the parties in the manner agreed in the technical appendix, which constitutes an integral part of the transmission contract.

### **3.5. Technical requirements**

#### **3.5.1. Measurement facilities.**

- 3.5.1.1. The requirements of measurement stations, turbine, flow and rotary gas meters, installation kits for those gas meters that are used for billing metering and billing principles are contained in the following standards:

3.5.1.1.1 ZN-G-4002:2001: Principles of billing and metering technique,

3.5.1.1.2 ZN-G-4003:2001: Measurement stations. Requirements and control,

3.5.1.1.3 ZN-G-4005:2001: Turbine gas meters. Requirements, tests and installation.

3.5.1.1.4 ZN-G-4006:2001: Diaphragm flow gas meters. Requirements, tests and installation.

3.5.1.1.5 ZN-G-4008:2001: Turbine gas meters. Structure of installation kits.

3.5.1.1.6. ZN-G-4009:2001: Diaphragm flow gas meters. Structure of installation kits.

3.5.1.1.7. ZN-G-4010:2001: Rotary gas meters. Requirements, tests and installation.

- 3.5.1.2 The use of gas meters not covered by the requirements of the standards specified in point 3.5.1.1. for billing metering requires agreement in the network connection agreement or the transmission contract.

3.5.1.3 PTZ or GNG type volume calculation is used in conversion factors in accordance with the standard ZN-G-4003:2001: Measurement stations. Requirements and control.

3.5.1.4 The requirements of conversion factors, pressure converters and pressure differences, temperature converters and sensors, aerometers, chromatographs, hygrometers, impulse conveyors and registers are specified in the standard ZN-G-4007:2001: Electronic devices. Requirements and tests.

3.5.1.5 The uncertainty of the measurements taken with the use of the measurement devices mentioned is estimated in accordance with the standard ZN-G-4002:2001: Billing principles and metering techniques.

#### **3.5.2 Gas pipelines.**

3.5.2.1 The basic requirements of newly-built transmission pipelines are specified in the Regulation of the Minister of the Economy of 30 July 2001 on the technical conditions that gas networks should meet (Journal of Laws of 2001, No. 97, item 1055).

3.5.2.2 The regulations that apply to existing gas pipelines are those that applied at the time they were built.

#### **3.5.3 Transmission system structures.**

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 16 of 42 |
|---------------|---|---------------|

- 3.5.3.1 The basic requirements of newly-built compressor stations in the transmission system are specified in the Regulation of the Minister of the Economy of 30 July 2001 on the technical conditions that gas network should meet (Journal of Laws of 2001, No. 97, item 1055).
- 3.5.3.2 The basic requirements of newly-built gas stations are specified in the Regulation of the Minister of the Economy of 30 July 2001 on the technical conditions that gas network should meet (Journal of Laws of 2001, No. 97, item 1055) and in the standards: ZN-G-4120,2004: Gas stations. General requirements, ZN-G-4121:2004: Gas stations in transmission and distribution. Requirements, ZN-G-4122:2004: Gas pressure reduction installations on connections. Requirements.
- 3.5.4 Polskie Górnictwo Naftowe i Gazownictwo S.A. (PGNiG S.A.) with its registered office in Warsaw is entitled to the right to the company standards referred to in point 3.5.
- 3.5.5 The above standards are applied provided they comply with the provisions of the law.
- 3.5.6 Orders for PGNiG S.A. company standards should be sent to RS NOT Technical Staff Development Centre, 00-043 Warsaw, ul. Czackiego 3/5, tel. (0- 22) 336 14 63, fax (0-22) 336 14 65, e-mail: [odkt@rsnot.com.pl](mailto:odkt@rsnot.com.pl).

### **3.6 Criteria of security of the transmission system operations**

- 3.6.1 The TSO accepts the following security criteria for the **transmission system operations**:
  - 3.6.1.1 the maintenance of a capacity reserve providing the ability to transport gas in periods of exceptionally high demand, i.e. when the average ambient temperature during the day in three consecutive days is at a level of -15°C,
  - 3.6.1.2 the maintenance of a daily imbalance in the transmission system of up to +/- 5 % of the amount of the forecast maximum daily requirement in the transmission system.
  - 3.6.1.3 the maintenance of a cumulative imbalance in the transmission system of up to +/- 20% of the amount of the forecast maximum daily requirement in the transmission system,
  - 3.6.1.4 the maintenance of the pressure ranges specified in the transmission contract at the entry and exit points.
  - 3.6.1.5 the maintenance of the quality parameters of the gas that are specified in the TNC and the transmission contracts.
- 3.6.2 In order to meet the criteria specified in point 3.6.1 and in order to assure the fulfilment of the transmission contracts, the TSO:
  - 3.6.2.1 holds reserves of gas stored in the storage facilities, which enables the deficit of gas arising from the imbalance of shippers within the admissible imbalance limits to be covered,
  - 3.6.2.2 removes excess gas from the transmission system, which arises from the imbalance of the shippers within the admissible limits of imbalance or the appearance of an emergency situation in the transmission system to the extent of the storage capacity possessed in the storage facilities,
  - 3.6.2.3 prepares and submits for approval by the President of the ERO plans for the introduction of restrictions in gas take for customers, including shippers, connected

directly to the transmission network subject to restrictions in gas take in accordance with the Act on reserves,

- 3.6.2.4 in the cases specified in the Act on reserves, performs the duties and obligations connected with the introduction of restrictions in gas take by establishing and making known to public information the degrees of supply, pursuant to plans on introducing restrictions in gas take,
- 3.6.2.5 prepares procedures for proceeding in the event of an emergency situation appearing in the transmission system,
- 3.6.2.6 prepares procedures for proceeding in the event of the appearance of interference in the operation of interoperating systems, within the framework of cooperation with the ISOs,
- 3.6.2.7 maintains and expands control and measurement systems, control and telemetry systems and building automation systems to enable a fast response to be taken to threats that can appear in the transmission system,
- 3.6.2.8 maintains the technical state of devices, installations, networks and system structures in accordance with the applicable regulations, continuously conducts operational monitoring and assures the constant staffing of technical emergency teams and, in the event of the appearance of threats, takes immediate action to eliminate them,
- 3.6.2.9 conducts assessments of the technical state of the transmission system and, on its basis, prepares investment and repair plans.
- 3.6.3 In order to assure security of the transmission system operations and security of supply of gas to customers, the shipper is obliged to:
- 3.6.3.1 not exceed the contracted capacities specified in the transmission contract or arising from the restrictions that are introduced,
- 3.6.3.2 prepare and submit for approval to the TSO procedures for proceeding, agreed with the undertakings responsible for the performance thereof, including with operators of other gas systems or customers respectively, which are applicable in the event of:
- 1) interference in the supply of gas to the transmission system;
  - 2) unforeseen increase in the consumption of the gas by customers;
  - 3) emergency situation in the transmission system,
- specifying in particular the manner of activating additional supplies of gas from other sources of directions and reducing the receipt of gas by customers, pursuant to the agreements concluded thereby,
- 3.6.3.3 introduce gas of the quality parameters that comply with the requirements specified in the TNC into the transmission system for transmission at the entry points and maintain the pressure ranges specified in the transmission contract,
- 3.6.3.4 not exceed the admissible imbalance limits specified in the TNC,
- 3.6.3.5 introduce gas for transmission at the entry points and off-take it at the exit points in accordance with the approved nominations,
- 3.6.3.6 immediately inform the TSO of all events that could affect the security of supply of gas to the entry points.

**3.7 Scope of the TSO's cooperation with the ISOs**

- 3.7.1 The detailed conditions and methods of cooperation with the ISOs are specified in separate agreements.
- 3.7.2 The agreements with the operators of the distribution systems should include at least the following principles:
- 3.7.2.1 the transfer and matching process of annual and weekly nominations (re-nominations), as well as the contracted capacities of the interoperating systems,
  - 3.7.2.2 agreement on the methods of allocation at the points located on the connections between the systems,
  - 3.7.2.3 the transfer of data on the allocations at the points located on the connections between the systems,
  - 3.7.2.4 the provision of telemetry data,
  - 3.7.2.5 the provision of measurement and billing data,
  - 3.7.2.6 the management of traffic and operations of the gas stations located at the connections between the interoperating systems,
  - 3.7.2.7 repairs and modernisation of the gas stations located at the connections between the interoperating systems,
  - 3.7.2.8 agreement of the repair, modernisation and work schedules in the interoperating systems which have an impact on the operating conditions of the interoperating system,
  - 3.7.2.9 proceedings and interchange of information on the implementation of the procedures for providing access to the transmission and distribution network,
  - 3.7.2.10 interchange of information on planned investments that have an impact on the operating conditions of the interoperating system,
  - 3.7.2.11 cooperation on the connection of new points - connections of the transmission and distribution systems,
  - 3.7.2.12 cooperation in the event of the emergence of interference in the quality of gas that has an influence on the operation of the interoperating system,
  - 3.7.2.13 agreement of emergency procedures,
  - 3.7.2.14 proceedings in emergency systems that have an impact on the functioning of the interoperating system,
  - 3.7.2.15 proceedings in the event of the introduction of restrictions in gas take,
  - 3.7.2.16 the transfer of information during the validity of the plans of introducing restrictions in gas take, as approved by the President of the ERO,
- 3.7.3 Interoperator agreements with other transmission system operators should regulate at least the following principles:
- 3.7.3.1 the definition of the proceedings in the event of different start / end times of the gas day in the interoperating systems,
  - 3.7.3.2 the definition of the daily quantities of gas fuel for the gas day,
  - 3.7.3.3 the definition of the quality of the gas fuel transmitted at the points of connection between the systems,

- 3.7.3.4 the presence of representatives of a party that is not the owner of the measurement and billing point at this point,
  - 3.7.3.5 inspection of the measurement systems,
  - 3.7.3.6 the provision of telemetry data,
  - 3.7.3.7 the provision of measurement and billing data,
  - 3.7.3.8 the transfer and matching process of annual and weekly nominations (re-nominations), as well as the contracted capacities of the interoperating systems,
  - 3.7.3.9 the allocation of the quantities of gas transmitted between the individual transmission contracts fulfilled at the point of connection between the transmission systems,
  - 3.7.3.10 the transfer of data on the allocations at the points located on the connections between the systems,
  - 3.7.3.11 the management of traffic and operations of the gas stations located at the connections between the systems,
  - 3.7.3.12 agreement of the repair, modernisation and work schedules in the interoperating systems which have an impact on the operating conditions of the interoperating system,
  - 3.7.3.13 repairs and modernisation of the measurement and billing points located at the connections between the interoperating systems,
  - 3.7.3.14 proceedings and interchange of information on the implementation of the procedures for providing access to the transmission network with respect to the measurement and billing point,
  - 3.7.3.15 interchange of information on planned investments that have an impact on the operating conditions of the interoperating system,
  - 3.7.3.16 cooperation in the event of the emergence of interference in the quality of gas that has an influence on the operation of the interoperating system,
  - 3.7.3.17 agreement of emergency procedures,
  - 3.7.3.18 proceedings in emergency systems that have an impact on the functioning of the interoperating system,
  - 3.7.3.19 cooperation in planning, agreeing, building and operating interconnector pipelines and connections between the systems,
- 3.7.4 Interoperator agreements concluded with the TSO, the owner of the storage facilities and the operators of the entry points from domestic sources should contain at least the following principles:
- 3.7.4.1 the transfer and matching process of annual and weekly nominations (re-nominations), as well as the contracted capacities of the interoperating systems,
  - 3.7.4.2 the transfer of data on the allocations at the points located on the connections between the systems,
  - 3.7.4.3 the provision of telemetry data,
  - 3.7.4.4 the provision of measurement and billing data,
  - 3.7.4.5 the management of traffic and operations of the gas stations located at the connections between the systems,

- 3.7.4.6 repairs and modernisation of the gas stations located at the connections between the systems,
  - 3.7.4.7 interchange of information on planned investments that have an impact on the operating conditions of the systems,
  - 3.7.4.8 cooperation in the event of the inappropriate quality of gas that has an influence on the operation of the transmission system,
  - 3.7.4.9 agreement of emergency procedures,
  - 3.7.4.10 proceedings in emergency systems that have an impact on the functioning of the transmission system,
- 3.7.5 The specification of the format of data and reports on communications used to exchange information between the TSO, DSO and SFO shall be defined by the TSO.

## **4 PLANNING DEVELOPMENT OF THE TRANSMISSION SYSTEM**

### **4.1. Planning development**

- 4.1.1 The TSO is responsible for the development of the transmission system.
- 4.1.2 The development of the transmission systems is conducted on the basis of the criteria defined in the assumptions to the country's energy policy and the strategy of the transmission system operator, which take account of satisfying the current and future requirements for gas.
- 4.1.3 The TSO gathers information on long-term forecasts of requirements for gas for individual areas of the country for the purposes of planning the development of the transmission network.
- 4.1.4 The TSO forecasts the country's requirements for gas on the basis of the information received from the ISOs, shippers, customers and suppliers, while taking into account the assumptions to the state's energy policy and the assessment of their implementation,
- 4.1.5 The TSO prepared the following plans, which are updated annually:
  - 4.1.5.1 development plan,
  - 4.1.5.2 investment plans,
  - 4.1.5.3 repair and maintenance plans.
- 4.1.6 The TSO takes the following into account when preparing the plans referred to in point 4.1.5.:
  - 4.1.6.1 the security of the transmission system operations and the assurance of continuity of the provision of transmission services,
  - 4.1.6.2 the need to adapt the transmission system to the applicable norms, legal regulations and technical regulations,
  - 4.1.6.3 the technical state of the components of the transmission system,
  - 4.1.6.4 a reduction in costs of operation,
  - 4.1.6.5 an increase in the technical capacity of the transmission system,
  - 4.1.6.6 connections to the transmission system,

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 21 of 42 |
|---------------|---|---------------|

4.1.6.7 economic efficiency of investment projects.

## **5 CONNECTION TO THE TRANSMISSION NETWORK**

### **5.1 General conditions for connecting to the transmission network**

- 5.1.1 The basic principle of connecting sources, customers and networks of other operators to the existing entry and exit points is accepted in order to maximise the utilisation of the existing transmission infrastructure.
- 5.1.2 If it is not possible to connect to an existing transmission system point, the TSO may specify the conditions for connection to a new point.
- 5.1.3 The entity applying for the connection to the network must have the legal title to use the structure or network that is being connected. In the event that an energy company is applying for connection to the network, it must have the licence (or possibly a promise of a licence) for conducting business, as required by the provisions of the law.
- 5.1.4 Connection to the network takes place under network connection agreements after the entity applying for the connection satisfies the requirements specified by the TSO on the conditions for connection to the network.
- 5.1.5 Apart from a network connection agreement, connection of direct lines, interconnector pipelines to transmission systems of other operators, distribution networks, storage facilities and liquefied natural gas installations to the TSO transmission network requires a separate agreement to be signed with the TSO defining the conditions and methods of interoperation of the operators of these gas pipelines and installations with the transmission system, as referred to in point 3.7. Connection of upstream supply and receipt installations and installations from gas mixing facilities requires the signature of an agreement as specified above.
- 5.1.6 The following activities are distinguished in the process of connection to the network:
- 5.1.6.1 the submission of an application by the applying entity for the specification of the connection conditions,
  - 5.1.6.2 the specification of the connection conditions by the TSO,
  - 5.1.6.3 the conveyance by the TSO to the entity applying for the connection submission of the connection to the transmission network conditions along with a draft connection agreement,
  - 5.1.6.4 signature of the network connection agreement,
  - 5.1.6.5 implementation of the network connection agreement.

### **5.2 Application to specify the conditions for connecting to the transmission network.**

- 5.2.1 The entity applying for connection to the network submits an application to the TSO to specify the conditions for connection to the network, together with the appendices, using the applicable form that is posted on the TSOs website.
- 5.2.2 If gas is to be transmitted to a new exit point in the transmission system, a forecast specifying the planned quantity of gas to be off-taken at this point should be attached to the application.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 22 of 42 |
|---------------|---|---------------|

### 5.3 Conditions for connection to the transmission system

- 5.3.1 The TSO examines the application that was filed by the entity on the basis of information provided in the application and the attached documents.
- 5.3.2 In the event that the application fails to satisfy the formal requirements:
- 5.3.2.1 the TSO shall notify the entity within 7 days of the date of its receipt of the need to supplement the application,
  - 5.3.2.2 the entity should supply the completed application within 21 days of the date of receipt of the notice referred to in point 5.3.2.1,
  - 5.3.2.3 if the supplemented application is not supplied within the specified deadline, the TSO leaves the application without reviewing it.
- 5.3.3 In the event that the application meets the formal requirements, a technical and economic analysis is conducted, during which the TSO assesses whether connection to the network is technically possible and economically justified.
- 5.3.4 When reviewing the application, the TSO takes into consideration the transmission contracts that have been concluded, other applications for the provision of transmission services submitted earlier and network connection agreements that have already been signed.
- 5.3.5 The TSO is authorised to assess whether the connection of facilities, installations and networks of the entities applying for connection to the network satisfy the technical and operations requirements that assure:
- 5.3.5.1 **security of the transmission system operations,**
  - 5.3.5.2 security of the transmission system against damage caused by the inappropriate operation of the connected facilities, installations and networks,
  - 5.3.5.3 security of the connected facilities, installations and networks against damage in the event of a failure or the introduction of restrictions in the off-take or supply of gas,
  - 5.3.5.4 the maintenance of the quality parameters of the gas at the place of connection of the facilities, installations and networks,
  - 5.3.5.5 meeting the environmental protection requirements specified in separate regulations,
  - 5.3.5.6 the ability to take measurements of the amounts and parameters required for managing network traffic and billing for the transmission of gas.
- 5.3.6 The lack of technical conditions for connecting to the transmission network comes about especially if the provision of transmission services to the entity applying for connection can result in a reduction of the reliability of transmission or quality of gas or could prevent the TSO from fulfilling other duties imposed on it regarding protection of the interests of customers and environmental protection.
- 5.3.7 When analysing the economic conditions of connection, the TSO uses the following basic criteria of economic efficiency:
- 5.3.7.1 the net present value (NPV) of the incremental cash flows related to the investment, discounted by the weighted average cost of capital (WACC) appropriate for the TSO must be greater than "0",

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 23 of 42 |
|---------------|---|---------------|

- 5.3.7.2 the internal rate of return (IRR) must be higher than the weighted average cost of capital (WACC) that is appropriate for the TSO.
- 5.3.8 Furthermore, the following additional criteria of economic efficiency are used when selecting the variants for connection:
- 5.3.8.1 the discounted payback period,
- 5.3.8.2 the B/C profitability ratio as the ratio of the discounted values of cash flows from the projects to the discounted values of outlays and operational expenditures.
- 5.3.9 The lack of economic conditions for connection to the network comes about especially if the connection could result in a detrimental change in price or rates of charges for the provision of transmission services to other entities connected to the network.
- 5.3.10 The TSO can refuse to specify the conditions for connection to the network in the event of a lack of economic or technical conditions for connection. This does not exclude the application of the provisions of Article 7.9 of the Energy Law.
- 5.3.11 In the event of a refusal to specify the connection conditions, the TSO informs the interested party and the President of the ERO of the refusal, providing the grounds for the refusal.
- 5.3.12 In the event of a refusal to specify the connection conditions for technical reasons, the TSO shall present information on the steps that should be taken to connect to the transmission network on the instructions of the entity applying for connection. The TSO collects the charge agreed with the entity for the preparation of the information, which reflects the costs of its preparation.
- 5.3.13 The TSO specifies the connection conditions or information on the inability to connect within a deadline of no longer than:
- 5.3.13.1 90 days for entities involved in transmission, distribution or storage of gas, having a liquefied natural gas facility or conducting extraction activities,
- 5.3.13.2 60 days for other entities from the date of submission of a completed application, which satisfies the formal requirements.
- 5.3.14 A change in the connection conditions is only possible by submitting a new application to the TSO to specify the connection conditions.
- 5.3.15 The connection conditions specify the following in particular:
- 5.3.15.1 the place of connection of the gas pipelines or gas installations to the transmission system,
- 5.3.15.2 the extent of the necessary construction or expansion of the transmission system in connection with making the connection,
- 5.3.15.3 the technical parameters of the connection,
- 5.3.15.4 the group and sub-group of the gas in accordance with PN-C-04750/2002 "Gas, classification, identification and requirements",
- 5.3.15.5 the minimum and maximum pressures for the supply and off-take of gas at the connection point,
- 5.3.15.6 the requirements on the measurements of the supplies and receipts of gas and the place of installation of the measurement system,

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 24 of 42 |
|---------------|---|---------------|

- 5.3.15.7 the characteristics of the supply and receipts of the gas, including the minimum and maximum hourly, daily and annual quantities of gas,
  - 5.3.15.8 the location for the delivery and off-take of the gas,
  - 5.3.15.9 the ownership limits of the network of the gas company and gas facility or gas network belonging to another gas company,
  - 5.3.15.10 the principles on which the customer uses other sources of energy in the event of stoppages or restrictions in the supply of gas,
  - 5.3.15.11 the forecast cost of making the connection,
  - 5.3.15.12 the requirements for equipping the gas station, the type of measurement system and the technical conditions for corrosion protection,
  - 5.3.15.13 the expected date for starting to receive gas,
  - 5.3.15.14 the purpose of using gas.
- 5.3.16 Apart from the data specified in point 5.3.15, the conditions for connecting the storage facility specify:
- 5.3.16.1 active capacity of the storage facility,
  - 5.3.16.2 characteristics of the operations of storage facilities,
  - 5.3.16.3 maximum and minimum injection and withdrawal capacity of the gas to and from the storage facility.
- 5.3.17 Apart from the data specified in point 5.3.15, the conditions for connecting sources interoperating with the transmission system will also specify the composition of the gas supplied to the transmission system.
- 5.3.18 In the event of several applications for the specification of connection to the transmission network conditions being submitted, for the performance of which it would be necessary to use the same technical capacity of the transmission network or applications that concern an area entirely or in part overlapping territorially – the TSO shall specify the connection conditions for all entities, the applications of which meet the technical and economic connection criteria, informing the parties in question of this fact.

#### **5.4 Network connection agreement**

- 5.4.1 The network connection agreement is concluded with the entity holding valid conditions for connection to the network or in the case specified in Article 7.9 of the Energy Law.
- 5.4.1.1 The connection to the transmission network conditions are sent to the applicant along with a connection to the transmission network draft agreement.
  - 5.4.1.2 A draft network connection agreement will be the subject of negotiations of the Parties in the case of submitting comments and suggestions by the applicant.
  - 5.4.1.3 A draft network connection agreement is valid for thirty (30) days from the day of delivery to the applicant, pursuant to the provisions of point 5.4.2.1.
- 5.4.2 The TSO is obliged to enter into the network connection agreement if the technical and economic conditions for connecting to the network have been satisfied and the entity applying for the conclusion of the agreement satisfies the conditions for connecting to the network.

- 5.4.2.1 If the network connection conditions have been specified, for the accomplishment of which it would be necessary to use the same transmission network technical capacity or the network connection conditions have been specified, that concern the area entirely or in part territorially overlapping, the TSO will conclude network connection agreements in consideration of the order of submitting complete applications for the specification of connection conditions, to the extent of existing technical conditions, in particular available technical capacity of the transmission network.
- 5.4.2.2 The applicants, in the order of submitting complete applications for the specification of connection conditions, are entitled to a thirty-day (30) exclusivity for negotiations conducted with the TSO regarding the content of the network connection agreement.
- 5.4.2.3 If within the deadline mentioned in point 5.4.2.2, the connection agreement will not be signed by the applicant and delivered to the TSO, the TSO will begin negotiations regarding the draft network connection agreement with another applicant.
- 5.4.2.4 The thirty-day (30) deadline mentioned in point 5.4.2.2. is counted for the applicant first in order from the day of delivery of the conditions along with the draft connection agreement, for subsequent applicants from the day of informing them of the possibility of commencing with negotiations pursuant to the provisions of point 5.4.2.3.
- 5.4.2.5 The TSO will inform entities mentioned in point 5.3.18, of:
- 5.4.2.5.1 determining the conditions and sending to other applicants the draft network connection agreements, for the performance of which it would be necessary to use the same technical capacity of the transmission system or determination of the connection conditions and sending to other applicants the draft network connection agreements, which concern an area entirely or in part territorially overlapping.
  - 5.4.2.5.2 concluding network connection agreements and the lack of technical conditions for connection to the transmission network (i.e. expiry of validity of transmission network connection conditions).
- 5.4.3 The network connection agreement constitutes the grounds for starting design work, as well as construction and assembly work on the conditions specified in it.
- 5.4.4 The network connection agreement specifies the following in particular:
- 5.4.4.1 the rights and duties of the parties, including the date of signature of the transmission contract and the contracted capacity for the connected entry or exit point,
  - 5.4.4.2 the liability of the parties for failing to meet the conditions of the network connection agreement, including the delay in the completion of work with respect to that specified in the agreement, the failure to perform the duties referred to in point 5.4.4.1. or the withdrawal from the agreement,
  - 5.4.4.3 the timing for making the connection, the level of the charge for connection, the place of demarcation of ownership of the transmission network and the installations of the connected entity, the scope of works required to make the connection, the requirements regarding the location of the measurement and billing system and its parameters and the conditions for providing access to the real property belonging

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 26 of 42 |
|---------------|---|---------------|

to the entity being connected in order to built or expand the network that is required for making the connection.

## **6 PROCEDURE FOR CONCLUDING THE TRANSMISSION CONTRACT**

### **6.1 The conditions for the provision of the service of transportation of gas**

#### **6.1.1 Range of services provided**

- 6.1.1.1 The basic service provided by the TSO is the service of transportation of gas from the entry point(s) selected by the shipper to the exit point(s) selected by the shipper, based on the transmission contract concluded by and between the TSO and the shipper.
- 6.1.1.2 The connection procedure shall be applied in the event that the shipper files an application for the provision of gas transmission service from or to a point not listed in the list of points in the transmission system, which is available in the TSO's website. The connection procedure is also applied if the application applies to a point listed in the above list, but the transmission service requires the reconstruction of that point.
- 6.1.1.3 The TSO provides long-term and short-term gas transmission services. The basic period for providing transmission services is a gas year. Agreements on the provision of long-term services are concluded for annual and longer periods. Agreements for the provision of short-term services are concluded for periods of less than a year in accordance with the principles specified in the tariff.
- 6.1.1.4 The TSO provides the service of transmission on fixed conditions, when the shipper is assured of continuous performance of the transmission service ordered, with the exception of the situation where agreed work is conducted in the transmission system, as well as the appearance of emergency situations and the introduction of restrictions in accordance with the provisions described in part II of the TNC.
- 6.1.1.5 In the event of the lack of possibility to provide the services on fixed conditions, the TSO may provide the transmission service on interrupted conditions, when the shipper is assured of the performance of the transmission service ordered in accordance with point 6.1.1.4, with the reservation of the principles agreed in the transmission contract under which the TSO may limit or completely stop the performance of the gas transmission service.

#### **6.1.2 Charges related to the implementation of the transmission contract**

- 6.1.2.1 The charges for the provision of the gas transmission service are calculated in accordance with the applicable tariff.
- 6.1.2.2 Charges not included in the tariff are calculated in accordance with the provisions of part II of the TNC, as approved by the President of the ERO.

#### **6.1.3 Formal and legal conditions**

- 6.1.3.1 The TSO provides transmission services to final customers authorised to choose sellers and energy companies, who are involved in the sale and/or trading of gas.
- 6.1.3.2 Before signing the agreement, the entity applying for the provision of transmission services by the TSO is obliged to present the following documents and certificates:

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 27 of 42 |
|---------------|---|---------------|

- 6.1.3.2.1 entities having their registered offices on the territory of the Republic of Poland present a current excerpt from the business activity register or the excerpt from the National Court Register or another document confirming the entity's legal capacity,
  - 6.1.3.2.2 a power of attorney or other documents confirming the rights of the people representing the entity to draw liabilities on its behalf,
  - 6.1.3.2.3 documents certifying the award of a tax identification number for VAT purposes for entities having their registered offices on the territory of the European Union member states,
  - 6.1.3.2.4 entities having their registered offices on the territory of the Republic of Poland shall present a certificate of being assigned a REGON statistical number,
  - 6.1.3.2.5 an excerpt of the concession or a declaration signed by people authorised to represent the entity that the activities conducted by the entity do not require a licence, as provided for by the Energy Law.
- 6.1.4 Technical conditions
- 6.1.4.1 The transmission contract will be concluded when:
    - 6.1.4.1.1 the transmission system has technical capacity enabling the transmission of gas from the entry points to the exit points specified in the application for the provision of transmission services,
    - 6.1.4.1.2 the equipment at the entry and exit points enables measurement and registration of the quantity of gas sent,
    - 6.1.4.1.3 the pressure specified in the application at the given entry or exit point falls within the range, the upper and lower thresholds of which the TSO specifies,
    - 6.1.4.1.4 the quality parameters of the gas introduced for transmission at the entry points specified in the application will not result in a reduction of the quality of gas, as specified in separate regulations or the TNC, or adverse changes to the scope of supply of gas to customers connected to the transmission system,
    - 6.1.4.1.5 no other circumstances result in the reduction of the reliability of gas transmission below the parameters specified by the provisions of the law or the provisions of the TNC, in particular the requirements provided by the Act on reserves have been met,
    - 6.1.4.1.6 the conclusion of the agreement does not prevent the TSO from fulfilling its duties regarding the protection of the interests of customers or environmental protection.
  - 6.1.4.2 The entity applying for the performance of a gas transmission service of imported gas is required, prior to concluding with the TSO the transmission contract, to submit the TSO with:
    - 6.1.4.2.1 in the case of entities for which the amount of compulsory reserves is established by the President of the ERO pursuant to Article 25 item 5 of the Act on reserves:
      - 6.1.4.2.1.1 the decision of the President of the ERO stipulating the amount of compulsory reserves
      - 6.1.4.2.1.2 the characteristics of the storage facilities where the compulsory reserves of the gas will be stored, stating:
        - a) entry and exit points through which the storage facility is connected to the transmission system

- b) the amount of gas in the given storage facilities constituting compulsory reserves,
  - c) the total used active capacity in the given storage facility.
- 6.1.4.2.2 in the case of other entities for which the amount of compulsory reserves is determined pursuant to Article 25 item 1 and 2 of the Act on reserves:
- 6.1.4.2.2.1 the decision of the President of the ERO verifying the amount of compulsory reserves pursuant to Article 25, item 3 of the Act on reserves and
  - 6.1.4.2.2.2. the characteristics of storage facilities where the compulsory reserves of gas will be stored, stating:
    - a) entry and exit points through which the storage facility is connected to the transmission system
    - b) the amount of gas in the given storage facilities constituting compulsory reserves,
    - c) the total used active capacity in the given storage facility.
  - 6.1.4.2.3 in the case of being exempt from the obligation of maintaining compulsory reserves of gas – the decision of the competent minister of economic affairs issued pursuant to Article 24 item 5 of the Act on reserves.
- 6.1.5 Commercial requirements
- 6.1.5.1 Before signing the transmission contract with the TSO, the entity applying for the provision of transmission services by the TSO is obliged to present the agreements, promises of agreements, preliminary agreement or excerpts from these documents:
    - 6.1.5.1.1 those concluded with suppliers or ISOs confirming the obligation of these suppliers or ISOs to supply gas to the entry points to the TSO's transmission system,
    - 6.1.5.1.2 regarding the storage of gas if the applicant, who is applying for the provision of transmission services by the TSO declares a requirement for transporting gas to and from a storage facility connected to the TSO's transmission system,
    - 6.1.5.1.3 those concluded with operators of interoperating transmission or distribution systems confirming the obligation to transmit or distribute gas beyond the exit points of the TSO's transmission system (applies to final customers and energy companies transporting gas through the networks of ISOs),
    - 6.1.5.1.4 gas sales agreements concluded with final customers, who receive gas directly from the transmission system, confirming their obligation to receive this fuel at the exit point from the transmission system (applies to energy companies selling gas to these customers).
  - 6.1.5.2 The agreements or excerpts from the documents referred to above should contain at least the following data:
    - 6.1.5.2.1 the period of validity of the agreement with all clauses limiting its implementation, together with the termination conditions,
    - 6.1.5.2.2 the contracted capacities (together with the definition accepted in the given agreement) in the individual years of validity of the agreement,

- 6.1.5.2.3 the contractual quantities of gas in the individual years of validity of the agreement,
- 6.1.5.2.4 the minimum and maximum pressures of gas at the entry points and exit points,
- 6.1.5.2.5 the quality parameters of the gas, in particular:
- 6.1.5.2.5.1 the content of the individual hydrocarbons C1 – C6+,
  - 6.1.5.2.5.2 the carbon dioxide content,
  - 6.1.5.2.5.3 the nitrogen content,
  - 6.1.5.2.5.4 the oxygen content,
  - 6.1.5.2.5.5 the hydrogen sulphide content,
  - 6.1.5.2.5.6 the total sulphur content,
  - 6.1.5.2.5.7 the mercapthane sulphur content,
  - 6.1.5.2.5.8 the hydrocarbon dew-point temperature,
  - 6.1.5.2.5.9 the dew-point temperature,
  - 6.1.5.2.5.10 the gross calorific value or the net calorific value.
- 6.1.5.2.6 the reference conditions for the values listed in points 6.1.5.2.2., 6.1.5.2.3. and 6.1.5.2.5.
- 6.1.5.3 The agreements referred to in point 6.1.5.1. should be presented in the form of an original, an excerpt of the agreement prepared by a notary public or a photocopy certified as being in conformity with the original by a legal adviser or attorney. The excerpts of the agreements referred to in point 6.1.5.1. should contain a declaration of the people authorised to represent the entity that the data contained in the excerpt is consistent with the wording of the agreements concluded by this entity.
- 6.1.6 Financial standing
- 6.1.6.1 Before signing the transmission contract with the TSO, with the reservation of the provisions of point 6.1.6.2., entities applying for the provision of the transmission service by the TSO are obliged to provide financial security at the level and in the form specified in points 6.1.6.3 to 6.1.6.4.
- 6.1.6.2 For entities applying for the provision of transmission services and shippers that have a financial rating of no lower than:
- 6.1.6.2.1 Baa1 for Moody's,
  - 6.1.6.2.2 BBB+ for Standard and Poors,
  - 6.1.6.2.3 BBB+ for Fitch,
- the provisions of points 6.1.6.3. to 6.1.6.5. do not apply.
- 6.1.6.3 The level of security submitted by the entity applying for or using the transmission services shall be equal to twice the average monthly value of the entity's financial liabilities to the TSO in the given gas year arising from the performance of the transmission service, specified on the basis of the contracted capacity and quantities provided in the approved annual nomination.
- 6.1.6.4 The security referred to in point 6.1.6.3. may be presented in the following forms:

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 30 of 42 |
|---------------|---|---------------|

- 6.1.6.4.1 a cash deposit made to a bank account specified by the TSO, which is returned after the completion of the provision of the transmission service, together with bank interest at the level specified for that account during the period in which the deposit is made, less costs of holding the account and costs of the bank transfer,
- 6.1.6.4.2 an irrevocable and unconditional bank or insurance guarantee payable on the TSO's first demand,
- 6.1.6.4.3 another irrevocable, unconditional form of financial security that is payable on the first demand and which is accepted by the TSO.
- 6.1.6.5 Within the limits specified in point 6.1.6.3., the TSO or shipper have the right to demand that the security is adjusted during the validity of the transmission contract, if the level of the shipper's liabilities with respect to the TSO, which are established on the basis of invoices raised, are higher or lower by more than 10% of the value of the financial security that is established.
- 6.1.6.6 The shipper shall present appropriate financial security to the TSO in the event of a loss of the financial rating referred to in point 6.1.6.2. or the security referred to in point 6.1.6.4. expires.
- 6.1.6.7 In the event that the shipper punctually pays for the services provided by the TSO, the level of the financial security referred to in points 6.1.6.3 to 6.1.6.5. will be reduced each year from the date of the first payment by 25% of the value specified in point 6.1.6.3. The lowest level to which the level of the financial security may be reduced is 25% of the value specified in accordance with point 6.1.6.3.
- 6.1.6.8 In the event that the shipper is late paying for the services provided by the TSO, the level of the financial security referred to in point 6.1.6.3. to 6.1.6.5. shall be increased by 25% of the value specified in point 6.1.6.3. In such a case, the maximum value of the financial security cannot exceed the value specified in accordance with point 6.1.6.3.

## **6.2 Application for the provision of the transmission service**

- 6.2.1 The applicant shall submit an application to the TSO for the provision of transmission services within the deadlines specified in point 6.3.1 using the applicable forms published on the TSO's website.
- 6.2.2 The documents specified in point 6.1.3.2., a declaration on the choice of the form of financial security, as specified in point 6.1.6.3. and the documents referred to in point 6.1.5 and documents specified in point 6.1.4.2 or information on the date on which they will be presented should be attached to the application.

## **6.3 Timing of the submission of the application for the provision of the transmission service**

- 6.3.1 The application for the provision of the transmission service may be submitted at the following times:
  - 6.3.1.1 in the case of an application regarding the transmission of gas for a period of at least one year, no earlier than 4 years before the expected date on which transmission is to start and no later than 30 September of the year preceding the year in which transmission is to start,

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 31 of 42 |
|---------------|---|---------------|

- 6.3.1.2 in the case of an application regarding the transmission of gas for a period of less than a year, no earlier than 3 months and no later than 2 months before the expected date of the start of transmission.
- 6.3.2 An application received earlier will not be reviewed, whereas an application received later will be reviewed after reviewing all applications submitted in accordance with point 6.3.1.

#### **6.4 Review of the application for the provision of the transmission service**

- 6.4.1 The TSO reviews the application filed by the applicant while taking the following into consideration:
  - 6.4.1.1 the currently provided transmission services,
  - 6.4.1.2 applications for the provision of transmission services received earlier,
  - 6.4.1.3 concluded network connection agreements.
- 6.4.2 The order in which applications will be reviewed is determined by the date of submission of a complete application, which has passed the formal and legal examination. In the case of applications submitted on the same day, the order in which they are reviewed is the order in which they are received by the TSO's chancellery.
- 6.4.3 Formal and legal examination of the application.
  - 6.4.3.1 Based on the information provided in the application and the documents attached to it, the TSO examines the application for the provision of transmission services in formal and legal terms to check its conformity with the requirements specified in point 6.1.3., point 6.1.5. and point 6.1.6,
  - 6.4.3.2 In the event of the failure to present the documents referred to in point 6.2.2. or if the documents presented do not satisfy the requirements specified in point 6.1.3., point 6.1.5. and point 6.1.6., or if the application firm that is submitted contains errors or omissions, the TSO shall, no later than five (5) working days from the date of receipt of the application, demand that the applicant submits a correctly completed application or supplements it with the appropriate documents and information within twenty-one (21) days of the date of delivery of this demand,
  - 6.4.3.3 If the applicant fails to send the supplemented application within the deadline specified in point 6.4.3.2., the application will be rejected.
- 6.4.4 After passing the formal and legal examination of the application, it undergoes a technical analysis.
- 6.4.5 Technical analysis of the application.
  - 6.4.5.1 During the technical analysis, the TSO assessed whether the technical conditions specified in point 6.1.4. are satisfied. If the technical analysis demonstrates that:
    - 6.4.5.1.1 it is technically possible to fulfil the requested service - the applicant shall be informed of this in accordance with point 6.4.7,
    - 6.4.5.1.2 there is no free technical capacity in the gas pipelines in the transmission system, the applicant receives information in accordance with point 6.4.7. that it is not possible to provide this service. The TSO may, on the applicant's instructions, present information on the tasks that need to be fulfilled to enable the conclusion of a transmission contract. The TSO collects the charge agreed

with the applicant for the preparation of this information, which reflects the costs of its preparation.

- 6.4.5.1.3 there is no free capacity in the technological facilities at the requested entry point or exit point specified in the application, the applicant receives information in accordance with point 6.4.7. that an application needs to be submitted to specify the conditions for connecting to the transmission network.
  - 6.4.5.1.4 the technical parameters of the storage facility wherein the compulsory reserves of gas were meant to be maintained do not ensure the possibility of supplying those reserves to the transmission system within 40 days, the TSO will inform the President of the ERO and the applicant of this matter.
- 6.4.6 The TSO may refuse to conclude a transmission contract in cases where:
- 6.4.6.1 the conclusion of the transmission contract with the given entity could reduce the reliability of the delivery and quality of gas to below the level specified in the TNC and could result in a detrimental change in prices or rates of charges for supplying gas or the scope of their delivery to customers connected to the transmission network, as well as preventing the TSO from fulfilling the duties of protecting the interests of customers and environmental protection, especially if the formal/legal, technical, commercial or financial conditions referred to in points 6.1.3. to 6.1.6. have not been met,
  - 6.4.6.2 the supply of the gas is to originate from the gas system of another state and that state has not imposed the duty to provide transmission services on companies operating in that state or the customer to which gas is to be supplied would not have been considered a customer authorised to take advantage of these services in that state.
- 6.4.7 The TSO informs the applicant of the outcome of the review of the application no later than thirty-five (35) working days from the date of receipt of an application that is correct in formal and legal terms.
- 6.4.8 In the event of the rejection of the application or the refusal to sign the transmission contract, the TSO shall immediately notify the interested entity and the President of the ERO stating the justification for the refusal.

## 6.5 Transmission contract

- 6.5.1 In order to ensure non-discriminatory treatment of all entities applying for the conclusion of a transmission contract, the TSO uses a standard form of the transmission contract, which is published in the TSO's website.
- 6.5.2 If the application is accepted, the TSO shall send the applicant a draft transmission contract prepared on the basis of the currently applicable specimen by recorded delivery post within forty (40) working days of the date of submission.
- 6.5.3 The applicant submits the signed draft agreement to the TSO with confirmation of receipt within fifteen (15) working days of the delivery date.
- 6.5.4 The TSO sends the applicant a signed transmission contract by recorded delivery post within five (5) working days of the date of delivery of the agreement that is signed by the applicant.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 33 of 42 |
|---------------|---|---------------|

- 6.5.5 If the applicant fails to submit the signed draft transmission contract within the deadline specified in point 6.5.3., his application for the provision of the transmission services will be rejected and the applicant will be informed by the TSO forthwith.
- 6.5.6 If the rejected application affected the review of other applications for the provision of transmission services, the TSO shall analyse them once again in accordance with the provisions of point 6.4.
- 6.5.7 After the conclusion of the transmission contract, the applicant receives the status of shipper.
- 6.5.8 The agreement that is signed by the applicant is synonymous with the acceptance of all conditions of the transmission contract and all the provisions of the TNC.

## **6.6 Conditional gas transmission contract**

- 6.6.1 In the event that the applicant fails to present the documents referred to in point 6.1.5.1, point 6.1.3.2.5, point 6.1.4.2 or if the start of the provision of the transmission service depends on specific conditions being satisfied, the TSO may, on the Applicant's request, conclude a conditional transmission contract ("conditional agreement").
- 6.6.2 The agreement referred to in point 6.6.1. will be concluded under a suspensory condition that the shipper submits the following, respectively to the TSO 15 days before the start of the provision of the transmission service specified in the conditional agreement, but no later than 3 months from the date of conclusion of the conditional agreement:
  - 6.6.2.1 the documents referred to in point 6.1.5.1. and point 6.1.3.2.5,
  - 6.6.2.2 or satisfies the conditions specified in the conditional contract.
- 6.6.3 Before signing the conditional contract, the applicant shall pay a deposit at the level of the financial security specified in point 6.1.6.3. The deposit that is paid is one of the forms of financial security specified in point 6.1.6.4.
- 6.6.4 In the event that the conditions referred to in point 6.6.2. are satisfied, the deposit shall constitute the financial security referred to in point 6.1.6. If the deposit is submitted in the form of a bank or insurance guarantee, it may constitute the financial security provided that this arises from its provisions. A deposit made in cash by an entity that has a financial rating at the level specified in point 6.1.6.2 shall be returned within 7 days of the date on which the suspensory condition is satisfied. In the event that the conditions referred to in point 6.6.2. are not satisfied within the deadline specified in the conditional contract, the TSO is entitled to retain the deposit paid in cash or demand the payment of the amount corresponding to the amount of the deposit.

## **6.7 Withholding transmission of gas**

- 6.7.1 The TSO is authorised to withhold the transmission of gas in the event that:
  - 6.7.1.1 Illegal gas take is found at a given exit point as a result of an inspection conducted, which involves the off-take of gas by the shipper or his customer without the conclusion of a transmission contract or completely or partially bypassing the measurement system or by interference in this system which falsifies the measurements taken by this measurement system, in particular in the event of damage to the fittings at the exit point caused by the shipper or his customer exceeding the upper limit of the measurement range,

- 6.7.1.2 the installation located at the shipper's or his customer's site creates a direct threat to lives, health or the environment,
- 6.7.1.3 the shipper is in arrears with payment for the services provided by at least a month after the passage of the payment term, despite the prior written notification of the intention to terminate the agreement and the award of an additional deadline of two weeks for the payment of the outstanding and current receivables,
- 6.7.2 Irrespective of the situations described above, the TSO may withhold the supply of gas to the exit point at the shipper's request on the conditions specified in a separate agreement concluded by and between the TSO and the shipper.
- 6.7.3 The TSO shall restart transmission of the full quantities of gas immediately after the reasons for withholding have passed.
- 6.7.4 The TSO is not liable for the failure to transmit gas in the event of withholding the transmission of gas in the situations described in this section.

## **6.8 Termination of the transmission contract**

- 6.8.1 The transmission contract is terminated:
  - 6.8.1.1 as a result of a written agreement of the parties,
  - 6.8.1.2 on the date of expiry of the legally required licences for conducting activities covered by the agreement as a result of the expiry of its validity or the validity of the licence has not been extended or if the party or its legal successor has not received a new licence enabling the further performance of the agreement,
  - 6.8.1.3 on the date of expiry of the period specified by the President of the ERO ordering the party to continue to conduct the activities despite the expiry of the licence,
  - 6.8.1.4 on the date on which the President of the ERO withdraws the licence or decision regarding activities related to the performance of the agreement.
- 6.8.2 The party to which the circumstances described in point 6.8.1.2. to point 6.8.1.4. is obliged to inform the other party in writing at least 14 days in advance of the date on which the agreement is to be terminated.
- 6.8.3 Apart from the other cases specified in the TNC, either party is entitled to the right to terminate the transmission contract that is concluded for an indefinite period after the passage of at least twelve (12) months of the provision of the transmission service under this agreement, by providing a notice period of three months.
- 6.8.4 The TSO is authorised to terminate the agreement with a notice period of one month in the event:
  - 6.8.4.1 that the shipper is in arrears with payments for the services provided by at least a month after the passage of the payment term, despite the prior written notification of the intention to terminate the agreement and the award of an additional period of at least two weeks to pay the outstanding and current receivables and the shipper has failed to pay all current and outstanding receivables within the next 30 days after the passage of the deadline set,
  - 6.8.4.2 of the lack of extension of the validity or the failure to supplement the financial security to the full amount in the cases and form specified in the transmission

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 35 of 42 |
|---------------|---|---------------|

contract, despite the written demand to supplement it within the specified deadline of no shorter than fourteen (14) days,

- 6.8.4.3 that the shipper fails to observe the restrictions in gas take that have been introduced in accordance with the respective provisions of the law or provisions of the TNC.
- 6.8.4.4 when the shipper fails to meet the requirements foreseen by the provisions of the law, in particular the provisions of the Act on reserves.
- 6.8.5 In the event that the shipper, suppliers or customers for which the shipper is responsible causes a threat to the security of the transmission system operations or the performance of the transmission contract that have been concluded, especially by introducing gas for transmission of an inadequate quality or through an imbalance in excess of the admissible limits, the TSO is authorised to terminate the agreement in part with respect to the contracted capacity at the points where the reaction resulted in the emergence of a threat to the security of the transmission system operations, with a notice period of one month.
- 6.8.6 The shipper is authorised to terminate the agreement by providing a notice period of one month in the event that the TSO fails to perform the transmission service for a period of thirty (30) days in the gas year or the TSO breaches material provisions of the transmission contract and fails to eliminate their consequences within the deadline agreed by the parties.
- 6.8.7 A party is not entitled to terminate the agreement if the reasons that constitute the grounds for its termination were a consequence of the actions of force majeure, with the reservation of point 6.8.8.
- 6.8.8 If force majeure or the elimination of the consequences of force majeure lasts longer than 60 days, either party is entitled terminate the transmission contract with immediate effect.
- 6.8.9 In the event of the termination of the agreement by the TSO in the situations described in point 6.8.4, the TSO shall not be liable for any possible losses or lost benefits on the part of the shipper. In the event of the termination of the agreement by the shipper for the reasons described in point 6.8.6., the shipper is entitled to demand compensation on the principles specified by the provisions of the law.

## **7 PRINCIPLES OF ESTABLISHING THE CONTRACTED CAPACITY**

### **7.1 General conditions for establishing contracted capacity**

- 7.1.1 The transmission contract specifies the level of contracted capacity for every entry and exit point. The contracted capacity may change in accordance with the provisions of the TNC.
- 7.1.2 The transmission contract defines the level of contracted capacity for the whole of the period of validity of the contract at a uniform level for all months, with the reservation of the provisions of part II of the TNC and the introduction of restrictions in accordance with the provisions of the Act on reserves.
- 7.1.3 The level of contracted capacity should lie within the measurement range of the measurement devices and the capacity of the technological facilities installed at the given entry or exit point.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 36 of 42 |
|---------------|---|---------------|

## **7.2 Change in the contracted capacity during the validity of the transmission contract**

- 7.2.1 The shipper may apply to the TSO by 30 September of the given gas year to change the contracted capacity for the following gas year. The shipper should attach the documents specified in point 6.1.5.1.1. to the application.
- 7.2.2 With respect to those points for which the shipper has not applied with an application to change the contracted capacity for the following gas year within the deadline mentioned in point 7.2.1., the shipper is entitled to the contracted capacity specified in the transmission contract.
- 7.2.3 The TSO reviews the application to change the contracted capacity by taking the following into consideration:
- 7.2.3.1 the transmission contract currently being performed,
  - 7.2.3.2 applications submitted earlier for the provision of the transmission service or applications to change the contracted capacity,
  - 7.2.3.3 network connection contracts.
- 7.2.4 The order in which applications will be reviewed is determined by the date of submission of a complete application, which has passed the formal and legal examination. In the case of applications submitted on the same day, the order in which they are reviewed is the order in which they are received by the TSO's chancellery.
- 7.2.5 The TSO shall inform the shipper applying for a change in the contracted capacity for specific points that it is or is not possible to change the contracted capacity by 31 October.
- 7.2.6 The TSO may refuse to change the contracted capacity in the event that the conditions specified in points 6.1.4 or 6.1.5.1.1. are not satisfied.
- 7.2.7 A change in the contracted capacity requires confirmation in the form of an annex to the transmission contract under the sanction of invalidity.
- 7.2.8 If the change in the contracted capacity at the given entry point requires the reconstruction of this point, the respective provisions of the tariff shall apply.
- 7.2.9 In the cases referred to in point 7.2.8., the contracted capacity may change after starting up the rebuilt point.

## **8 WORK IN THE TRANSMISSION SYSTEM**

### **8.1 Planning work resulting in a change to the conditions of the functioning of the transmission system**

- 8.1.1 The TSO conducts operation, diagnostic, maintenance, servicing and connection, installation and modernisation work (hereinafter "work") in order to assure safety and the maintenance of an appropriate level of reliability in the operation of the transmission system.
- 8.1.2 The shipper shall present information to the TSO by 31 March on the scope of work planned for the period from 1 May of the current year to 30 April of the following year in the installations of the final customers who are connected directly to the transmission system, which could affect the conditions for the off-take of gas, including reductions in the quantity of gas off-taken.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 37 of 42 |
|---------------|---|---------------|

- 8.1.3 The TSO shall agree the scope and timing of work planned in the interoperating systems with the ISOs on the conditions specified in the agreements referred to in point 3.7.
- 8.1.4 The TSO shall publish information in its website by the end of April of every year on the scope of work planned in the period from 1 May of the current year to 30 April of the following year, which could result in changes to the conditions of operation of the transmission system causing congestion in the transmission of gas. Within this information, the TSO shall include information submitted in accordance with the provisions of point 8.1.2 and point 8.1.3. and shall make efforts for the timing of the work conducted by the TSO takes account of the timing provided by the entities mentioned above.
- 8.1.5 In the information referred to in point 8.1.4, the TSO shall provide a list of entry and exit points where congestion in off-takes and supplies of gas could take place, as well as the expected duration of such congestion.
- 8.1.6 The scope and timing of the work by and between the TSO and the shipper or the ISO should be specified through agreements no later than 21 days before its start.
- 8.1.7 In justified cases, the TSO may introduce changes to the scope of the work during the given gas year. Such changes may also be introduced by the TSO on the justified request of a shipper or ISO. The TSO, shipper and ISO shall make every effort for the consequences of the congestion caused by the planned work are as minimal as possible.
- 8.1.8 The TSO shall supply information on all changes to the timing of the work and the timing of previously unplanned work to the shippers to which this applies.

## **8.2 Notification of shippers of changes in the conditions of operation of the transmission system**

- 8.2.1 The TS shall notify the shippers affected by congestion of the timing, duration and scope of the congestion at the entry and exit points, as well as about available capacity at the points subject to the congestion, at least 21 days before the date of commencement of the planned work.
- 8.2.2 The shipper is obliged to take account of the congestion in the nominations referred to in point 8.2.1.
- 8.2.3 The shipper shall inform and commit the shipper's customers located at the exit points that are affected by the congestion to introduce restrictions on the up-take of gas.
- 8.2.4 The shipper shall inform and commit the shipper's customers located at the entry points that are affected by the congestion to introduce restrictions on the supply of gas.
- 8.2.5 During the periods in which the congestion is taking place as a result of the work being conducted in the system, as referred to in point 8.1.3 and 8.1.7, the TSO shall be released of the duty to accept gas for transmission at the entry points or transport gas to the exit points, which are affected by the congestion as a result of the work being conducted.
- 8.2.6 The fixed charge for the transmission service is reduced, in accordance with the applicable tariff, for the period in which the quantity of gas transmitted is withheld or reduced as a result of the work conducted by the TSO in the transmission system.
- 8.2.7 In the event that the shipper or his customers, despite the notification referred to in point 8.2.1., fail to adjust the up-take or supply of gas to the restrictions, the TSO shall collect

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 38 of 42 |
|---------------|---|---------------|

a charge for exceeding the contracted capacity in accordance with the provisions of the tariff.

## **9 INVOICING AND PAYMENTS FOR THE TRANSMISSION SERVICE**

### **9.1 Types of invoice**

- 9.1.1 The TSO shall issue invoices with content that complies with the applicable provisions of the law.
- 9.1.2 The following types of invoice can be distinguished:
- 9.1.2.1 preliminary invoice - issued by the TSO for the transmission service in the given gas month, based on the number of months specified in the approved annual nomination and the contracted capacities,
  - 9.1.2.2 basic invoice - issued by the TSO for the completed transmission service on the basis of the billing report from the exit points for the given gas month,
  - 9.1.2.3 additional invoice - issued by the TSO on the basis of the Commercial Transmission report and the billing report containing the excesses of the contracted capacities for the given gas month,
  - 9.1.2.4 adjustment invoice - issued in the event of the appearance of errors in billing and invoicing, as well as in the event of the acceptance of a claim made by the shipper,
  - 9.1.2.5 additional services invoice – issued by the TSO after the performance of a transmission service on the grounds of documented additional charges incurred by the TSO within the performance of the transmission service.
  - 9.1.2.6 interest note - issued by the TSO in the event that the payment terms are exceeded by the shippers.

### **9.2 Billing and monthly invoicing of transmission services provided**

- 9.2.1 The TSO shall raise a preliminary invoice by the fourteenth (14<sup>th</sup>) day of the gas month. The level of the preliminary invoice is calculated as the sum of 100% of the fixed charge calculated on the basis of the applicable contracted capacity and 50% of the variable charge for the transmission service that is defined on the basis of the monthly quantity of gas specified in the approved annual nomination.
- 9.2.2 A billing report containing the monthly quantities of gas assigned to the shipper at the exit points is prepared and agreed by the seventh (7<sup>th</sup>) working day of the following gas month. In the event that the shipper fails to authorise its representatives to agree the report or its representatives unreasonably refuse to agree the report, it shall be signed unilaterally by the TSO. If the parties fail to agree the report containing the monthly quantities of gas, the shipper is entitled to file a claim.
- 9.2.3 The TSO shall raise the basic invoice for the transmission service performed in the previous gas month and the subscription charge for the previous gas month by the fourteenth (14<sup>th</sup>) day of the following gas month. The amount stated in this invoice shall be reduced by the amount arising from the preliminary invoice referred to in point 9.1.2.1. The agreed billing report from the exit point containing the monthly quantities of gas is attached to the basic invoice.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 39 of 42 |
|---------------|---|---------------|

- 9.2.4 Billing reports are prepared and agreed by the twenty-first (21st) day of the following gas month, which contain the daily quantities of gas and excesses over the contracted capacities. In the event that the shipper fails to authorise its representatives to agree the report or its representatives unreasonably refuse to agree the report, it shall be signed unilaterally by the TSO. In the event that the parties fail to agree the above report, the shipper is entitled to file a claim.
- 9.2.5 The TSO shall issue an additional services invoice by the fourteenth (14th) day of the following gas month, which covers the additional charges due incurred by the TSO within the performance of transmission services rendered in the previous gas month.
- 9.2.6 The TSO shall issue an additional invoice containing the additional charges due for the previous gas month that have not been taken into consideration in the invoices referred to in point 9.1.2.1 and 9.1.2.2, within a term of up to twenty eight (28) days of the following gas month. The additional invoice shall include the charges on account of the sale of gas for billing purposes pursuant to the provisions of Part II of the TNC. The Commercial Transmission Report (CTR) and the clearance protocol containing the exceeded contracted capacity shall constitute an appendix to the additional invoice.
- 9.2.7 Within seven (7) days from receiving the additional invoice based on the appended Commercial Transmission Report thereto, the shipper shall issue an invoice containing the charges on account of sales of the TSO's gas for the needs of the balancing according to the conditions specified in Part II of the TNC.

### **9.3 Principles of sending and receiving invoices**

- 9.3.1 Invoices with attachment that constitute the grounds for raising them are sent by recorded delivery registered post or otherwise delivered in return for a confirmation of receipt to the shipper's address specified in the transmission contract.
- 9.3.2 The shipper shall send the invoice referred to in point 9.2.7. by recorded delivery registered post or otherwise in return for a confirmation of receipt to the TSO's address specified in the transmission contract.

### **9.4 Method and terms of payment**

- 9.4.1 The amounts arising from the invoices are payable by transfer to the TSO's bank account specified on the invoices.
- 9.4.2 Payment of the invoices referred to in point 9.1.2. shall be made within the following terms:
- 9.4.2.1 fourteen (14) days from the date of the preliminary invoice,
  - 9.4.2.2 fourteen (14) days from the date of the basic invoice,
  - 9.4.2.3 fourteen (14) days from the date of the additional invoice,
  - 9.4.2.4 fourteen (14) days from the date of the adjustment invoice,
  - 9.4.2.5 fourteen (14) days from the date of the additional services invoice.
- 9.4.3 The date of payment of the receivables is the date on which the TSO's bank account is credited.

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 40 of 42 |
|---------------|---|---------------|

- 9.4.4 Every payment made by the shipper shall be treated as payment towards the oldest receivables, including, in the first instance, statutory interest.
- 9.4.5 The invoice for the sale of gas referred to in point 9.2.7. shall be paid within fourteen (14) days of the date of the shipper's invoice.

### **9.5 Exceeding the payment term**

- 9.5.1 Late payment of the financial liabilities by the shipper shall result in the accrual of statutory interest for every day of delay. The amount of statutory interest that accrues shall be payable on the basis of interest notes issued by the TSO within fourteen (14) days of the date of issue of this note to the shipper.
- 9.5.2 The TSO may take advantage of the security described in part II of the TNC in the event that the customer is in arrears with payment for the gas transmitted by at least a month from the passage of the payment term, despite the prior written notification of the intention to terminate the agreement and the assignment of an additional term of two weeks to pay the outstanding and current receivables.
- 9.5.3 Termination of the agreement does not release the shipper from the duty to pay all receivables, together with interest.
- 9.5.4 The shipper should file claims regarding invoices no later than within seven (7) working days of the date of their receipt.
- 9.5.5 In the event of claims on an invoice that applies to accounting errors, the shipper is obliged to punctually pay the correctly calculated amount that is agreed with the TSO.
- 9.5.6 The submission of a claim by the shipper other than one that applies to accounting errors does not release him from paying the due receivables arising from the invoices.
- 9.5.7 The TSO has the duty to review the claim within fourteen (14) days of the date of its receipt.
- 9.5.8 In the event of acceptance of the claim, the TSO shall issue a corrective invoice within seven (7) days of the date of accepting the claim and shall send it to the shipper forthwith. A possible overpayment shall be treated as payment towards future payments and settled in the next invoice that is issued, provided that the shipper does not demand a refund of the overpayment within 7 calendar days of the date of receipt of the corrective invoice - in such a case, it shall be transferred to the shipper's account.

### **9.6 Settlement of disputes arising from invoicing and payments**

- 9.6.1 If a dispute arises between the shipper and the TSO regarding invoices issued by the TSO, the parties shall make every effort to settle the dispute quickly through negotiations.
- 9.6.2 If the parties fail to arrive at an agreement within thirty (30) days of the date of delivery of the demand to amicably settle the dispute, the disputed matters shall be settled by the general court with competence over the place of the TSO's registered office.

## **10 DATA PROCESSING SECURITY**

### **10.1 Entities responsible for data processing security**

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 41 of 42 |
|---------------|---|---------------|

10.1.1 The provision of point 10 applies to:

- 10.1.1.1 the TSO,
- 10.1.1.2 the entity filing an application for connection to the network, the entity filing an application to conclude a transmission contract, the parties to the network connection agreement and the parties to the transmission contract,
- 10.1.1.3 the DSOs, SFOs, owners of the storage facilities (hereinafter referred to as "Entities").

## **10.2 Data processing security**

- 10.2.1 The entities commit to protecting information of a technical, technological, commercial, strategic, financial and economic nature, which has been obtained during the process of connecting to the transmission network, in connection with the procedure for concluding and implementation of the transmission system contract, the interoperator agreements referred to in point 3.7 and the agreements on the use of the storage facilities, which is not in the public domain, with respect to which the Entity has taken the necessary steps to maintain its confidentiality (hereinafter referred to as "company secret"). In particular, the Entities make the commitment to:
- 10.2.1.1 treat the above information as confidential, not publish it and not disclose it to third parties,
  - 10.2.1.2 not use the above information for purposes other than those related to the process of connecting to the transmission network, the procedure for concluding and implementation of the transmission system contract, the interoperator agreements referred to in point 3.7 and the agreements on the use of storage facilities,
  - 10.2.1.3 take all necessary steps to protect the above information,
  - 10.2.1.4 limit the interchange of the above confidential information, as well as access to it, to people who need this information in connection with the process of connecting to the transmission network, the procedure for concluding and performing the agreements and agreement referred to in point 10.2.1.2. and in every case, inform such people of the confidential nature of this information,
- 10.2.2 The Entities make the commitment to protect the classified information in accordance with provisions of the act on the protection of classified information of 22 January 1999 (Journal of Laws of 2005, No. 196, item 163, hereinafter referred to as the "Act on the Protection of Classified Information").
- 10.2.3 Users of the Information Interchange System (IIS) have the duty to assure the protection of the storage and transfer of information against unauthorised access by third parties and to secure it against unauthorised changes in its content.
- 10.2.4 If it transpires at the stage of the TSO reviewing the application for connection to the network, the application to provide transmission services or during the performance of an agreement concluded by and between the TSO and the Entity that information that should be attached or included in the application, which constitutes a company secret or is subject to protection as classified information as defined by the Act on the Protection of Classified Information (hereinafter referred to as "classified information"), the Entity makes the commitment to:
- 10.2.4.1 notify the TSO of this,

|               |   |               |
|---------------|---|---------------|
| Version 0012. | Transmission Network Code Part I<br>General conditions for using the<br>transmission system | Page 42 of 42 |
|---------------|---|---------------|

- 10.2.4.2 if necessary, obtain consent of a third party for providing access to the TSO to the information that constitutes a company secret, such that the disclosure of this information does not constitute an act of unfair competition.
- 10.2.5 If the entity does not provide TSO access to the information referred to in point 10.2.4., the TSO shall leave the application for connection to the network not reviewed or shall reject the application for the provision of transmission services.
- 10.2.6 Information that constitutes a company secret may be provided to authorities that are entitled to request the provision of such information in accordance with the provisions of the law. In such a case, the Entity that was requested to provide the information should inform the other party to the agreement before issuing it and provide a copy of the demand to provide the information to that party. The respective provisions of the Act on the Protection of Classified Information regarding the provision of access to such information to authorised bodies, authorities or services apply to classified information.
- 10.2.7 A breach of the provisions of point 10 shall authorise the injured Entity to file for compensation on general terms.