



**TRANSMISSION CONTRACT**

No ...../UP/...../ZUP

entered into on ..... in Warsaw, by and between:

..... having its registered office in ..... entered into  
.....kept by ..... at number  
....., with share capital of .....,  
represented by:

1. ....
2. ....

hereinafter referred to as the "System User"

and

Operator Gazociągów Przesyłowych GAZ-SYSTEM Spółka Akcyjna having its registered office in Warsaw, at ul. Mszczonowska 4, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Department at number 0000264771, Tax Identification Number (NIP): 527-243-20-41; statistical number (REGON): 015716698, with the share capital of PLN 3,771,990,842 fully paid up, represented by:

1. ....
2. ....

hereinafter referred to as the "Transmission System Operator" or "TSO"

both hereinafter referred to as the "Parties"



## 1. OBJECT OF THE CONTRACT AND BASIC OBLIGATIONS OF THE PARTIES

- 1.1. The object of this transmission contract (hereinafter referred to as: the "Contract") consists in the services provided by the TSO for the benefit of the System User, comprising the following:
  - 1.1.1. the right to use the transmission system within the limits of the capacity allocation (PP), specified in Appendix No 3 hereto;
  - 1.1.2. the transmission services of gaseous fuel through the transmission system within the limits of the transmission ability allocation (PZ) specified in Appendix No 3 hereto;
  - 1.1.3. the balancing of the volumes of gaseous fuel delivered to and off-taken from the transmission system.
- 1.2. The Parties undertake to apply the provisions of the valid Transmission Network Code (hereinafter referred to as: the "TNC"), General Terms and Conditions of the Transmission Contract (hereinafter referred to as: the „GTC") and the Tariff. Specific obligations of the TSO and the System User are defined in the provisions of the TNC, the GTC and the Tariff. By signing this Contract the System User confirms that it has received and reviewed the contents of the valid TNC, GTC and Tariff. The valid TNC, GTC and Tariff shall be published on the TSO's website. Implementation of the new version of TNC and the Tariff shall be done in accordance with specified provisions of Energy Law. Implementation of the new contents of the GTC shall be done in accordance with the procedure set forth in the GTC.
- 1.3. All the terms defined in the TNC shall retain the same meaning in this Contract.

## 2. TERM OF THE CONTRACT

- 2.1. The Contract shall enter into force on .....
- 2.2. This Contract has been concluded for an indefinite term.
- 2.3. The provision of services by the TSO shall begin on the date indicated by the TSO in the capacity allocation (PP) or the transmission ability allocation (PZ) respectively.

## 3. INFORMATION EXCHANGE AND PROTECTION

- 3.1. The scope, format, procedure, places and terms of the information exchange between the Parties have been set forth in the TNC.
- 3.2. The following reference details should be given in the nominations, including the nominations made through the Gas Exchange on behalf and for the benefit of the System User:

Contract No Code: .....

Shipper Code: .....

EIC Code: .....

- 3.3. The amounts specified in the invoices issued by the Parties on the basis of the Contract shall be payable onto the following bank account:

TSO: No 31 1140 1977 0000 5803 0100 1001

System User: No .....

- 3.4. The amount of the Financial Security in form of the cash deposit referred to in GTC shall be payable onto the TSO's bank account No 94 1140 1977 0000 5803 0100 1031.
- 3.5. The changes to the bank account numbers referred to in point 3.3 and 3.4 shall take effect after the other Party has been noticed in writing by the persons referred to in points 3.10 and 3.11 and shall not require an amendment to the Contract.
- 3.6. The Parties undertake to share with each other any information that may be relevant to the transmission network management, its development planning, its operation and any information required for billing purposes.
- 3.7. The Parties undertake to inform each other without delay of any events that may have an impact on human safety, the functioning of facilities, installations and networks of either Party.
- 3.8. The information exchanged between the Parties in connection with the performance of the Contract shall be subject to protection according to the provisions of the TNC.
- 3.9. The Party sending information by fax shall keep the transmission report as the evidence of sending the fax message.
- 3.10. On behalf of the TSO, the persons authorized to share information concerning the performance of the Contract, including making any declarations related to the performance of the Contract, except for the right to make any amendments to the Contract, are (each person independently, to the extent indicated):
- Director or Deputy Director of Gas Market Development Division;
  - Director or Deputy Director of Financial Division  
in the area of complaints concerning settlements;
  - Director or Deputy Director of National Gas Dispatching Division;
  - each of the Employees of Central Gas Dispatching Department  
in the area of information regarding system congestion (which will be sent via email).

3.11. On behalf of the System User, the persons authorized to share information concerning the performance of the Contract, including making any declarations related to the performance of the Contract, except for the right to make any amendments to the Contracts, are:

- \_\_\_\_\_
- \_\_\_\_\_

3.12. The e-mail address of the System User for sending the invoice shall only be the following e-mail address:

- \_\_\_\_\_

3.13. The System User shall send the invoice to the following e-mail address: faktury.gazsystem.cen@gaz-system.pl.

3.14. Any change of the persons mentioned in point 3.10 and point 3.11, as well as the e-mail address referred to in point 3.12 or 3.13 shall take effect after it has been notified to the other Party in writing by authorized representatives of a Party and shall not require an amendment to the Contract.

3.15. The contact details shall be made available by means of IES. The change to the contact details shall be deemed as completed at the moment when the System User or the TSO make the new contact details available on the IES.

#### **4. FINAL PROVISIONS**

4.1. The Contract shall be governed by and construed in accordance with the Polish law.

4.2. The Parties agree that in case when any part of the Contract is found to be invalid or otherwise legally defective, the remaining part of the Contract shall remain in force. In case any provisions are found to be invalid or unenforceable, the Parties shall negotiate in good faith in order to replace such provisions, to the extent practicable, with alternative provisions that are valid and enforceable and reflect the original intentions of the Parties.

4.3. Any amendments to the Contract shall be executed in writing in the form of an annex, otherwise being null and void. The above provision shall not apply to:

4.3.1. the amendments to the TNC, the GTC or the Tariff which shall be binding upon the Parties as of the starting date of their application, and

4.3.2. the provisions of point 3.5, 3.14, 4.4 and 4.8.

4.4. The conclusion of or a change to Appendix No 3 (PP/PZ) shall not require a written form and shall take effect by making the new contents of Appendix No 3 (PP/PZ) available to the System User by the TSO by means of the IES in accordance with the provisions of the TNC. The change to the contents of Appendix No 3 (PP/PZ) shall be considered to

have been made at the moment when the TSO makes available the new contents of Appendix No 3 (PP/PZ) by means of the IES.

- 4.5. Subject to provisions of the GTC regarding the sending and receiving the invoices, any correspondence related to this Contract shall be delivered by registered mail, courier service or by a messenger, against a confirmation of receipt sent to the following address:

**TSO:**

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.

ul. Mszczonowska 4, 02-337 Warszawa

**System User:**

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- 4.6. Any changes to the addresses referred to in point 4.5 shall take effect by means of a noticing the other Party in writing by the persons referred to in point 3.10 or 3.11 and shall not require an amendment to the Contract.
- 4.7. The Parties agree upon a fourteen (14) days' response time for official correspondence. Any correspondence sent by registered mail shall be deemed as delivered in accordance with Article 139 of the Polish Civil Procedure Code.
- 4.8. This Contract has been executed in the Polish language, in two (2) counterparts, one for each Party. In addition, the TSO may execute the Contract in the English language. In case of any discrepancies between the Polish and English language version of the Contract, the Contract executed in the Polish language shall be binding upon the Parties.
- 4.9. Transmission System Operator declares that has a status of large entrepreneur in a meaning of the Act of 8th March 2013 on preventing excessive payment backlogs in business transactions (consolidated text Journal of Laws 2019, pos. 118 as amended). TSO declares that in connection with the implementation of the Agreement, the above statement also applies to all services provided by TSO under the Agreement.

## LIST OF APPENDICES CONSTITUTING AN INTEGRAL PART OF THE AGREEMENT

- Appendix No 1 The originals or authenticated copies of:
- extract from the register of entrepreneurs for TSO;
  - power of attorney confirming the authority of the signatories of the Contract to represent and incur liabilities.
- Appendix No 2 The originals or authenticated copies of:
- extract from the register of entrepreneurs for System User;
  - power of attorney confirming the authority of the signatories of the Contract to represent and incur liabilities.
  - decision on issuance of REGON number, unless the information about REGON number is included in the extract from the register of entrepreneurs;
  - decision on issuance of NIP number, unless the information about NIP number is included in the extract from the register of entrepreneurs;
  - an authenticated copy of the System User's licence or a declaration by authorised representatives of the System User that the activity carried out by the System User does not require a licence under the Energy Law.
- Appendix No 3 PP/PZ, *(included to the Contract, after making for the System User a capacity allocation (PP) or ability allocation (PZ)).*
- Appendix No 4 Balancing group, *(included to the Contract after its signing by the Parties).*

Signatures of the Parties	
<b>TSO</b>	<b>System User</b>