

General Terms and Conditions for the Cross-Border Transportation (AB-GÜT) of Natural Gas using the Transmission Network of EVN Netz GmbH

Approved of by the Energy Control Commission on September 9, 2010, in accordance with the Austrian Gas Management Act (GWG), as amended by Federal Law Gazette I No. 106/2006

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I. Object

(1) For the purpose of the cross-border transportation of natural gas in the sense of the Austrian Gas Management Act [GWG], section 6, item 17, in conjunction with section 31g, as well as for the purpose of carrying out other transportation in accordance with GWG, section 31h, para. 5, by the transmission company, making use of Control Area capacities, these General Terms and Conditions govern:

- the injection of natural gas into a transmission network;
- the withdrawal of natural gas from a transmission network;
- the minimum technical requirements for network access;
- the contractual partners' mutual rights and obligations.

(2) In the network access contract, the transmission company shall grant network users access to its transmission network

- in accordance with the present General Terms and Conditions, including Annexes;
- at the charges for use calculated under methods approved of in accordance with GWG, section 31h, plus legally admissible surcharges, if any, or at the tariffs stipulated by the authority in accordance with GWG, section 31h, plus legally admissible surcharges, if any; and
- to the extent pipeline capacities of the Control Area are being used, applying the relevant Other Market Rules in force from time to time.

The Other Market Rules are available for download on the Energie Control GmbH homepage (www.e-control.at) and, upon request, will be sent to network users by Energie-Control GmbH.

(3) The transmission company shall ensure the technical safety and reliability of the transmission network, warrant its interoperability and, in accordance with Market Rules, gather the require data, update them, and transmit them to other market participants.

(4) In the network access contract the network user undertakes to use the transmission network only in accordance with these General Terms and Conditions for Cross-Border Transportation, including Annexes, on the basis of the charges for use calculated under methods approved of in accordance with GWG, section 31h, or at the tariffs stipulated by the authority in accordance with GWG, section 31h, plus legally admissible charges, if any, and – to the extent pipeline capacities of the Control Area are being used – taking the relevant Other Market Rules as applicable from time to time into account.

(5) These General Terms and Conditions for Cross-Border Transportation shall apply to network access contracts concluded after the date of their approval by the Energy Control Commission.

(6) These General Terms and Conditions for Cross-Border Transportation shall apply, mutatis mutandis, also for carrying out other transportation by the transmission company in accordance with the GWG, section 31h, para. 5.

II. Terms and their definitions

The terms used in the General Terms and Conditions for Cross-Border Transportation are defined in Annex 1 hereto. To the extent the Other Market Rules for transportation within the Control Area apply for the carrying out of transportation, the definitions contained in Other Market Rules Gas shall apply.

III. Applicable law

(1) The legal relationship between the transmission company and the network user arising from the network access contract shall be governed by Austrian law as well as the provisions of Regulation No. 1775/2005 of the European Parliament and of the Council of 28 September 2005 on conditions for access to the natural gas transmission networks.

(2) The provisions of the GWG, Federal Law Gazette I No. 121/2000, as amended, and of the Energy Regulatory Authority Act (E-RBG), Federal Law Gazette I No. 121/2000, as amended, apply. The use of transportation capacity of the Control Area for carrying out transportation is subject to the relevant

provisions of the Other Market Rules Gas, as currently amended (status: November 2006).

(3) Without prejudice to ordinary jurisdiction, both the transmission company and the network user may submit disputes or complaints – e.g. disputes arising from the settlement of charges - to Energie-Control GmbH. Energie-Control GmbH settles disputes in accordance with the provisions of E-RBG, section 10a. Refusals of network access and the prioritization of capacity allocation are subject to the relevant provisions of the GWG and of the regulations and official notifications enacted under that Act, as amended.

IV. Request for network access and conclusion of a network access contract

(1) Eligible parties seeking network access shall submit a request for network access to the transmission company. The transmission company forwards such request to the Control Area Manager for calculation and notification of available pipeline capacities; the Control Area Manager shall calculate, and notify of, available pipeline capacity in accordance with the GWG, section 31e, para. 5.

(2) In the event that network access within the geographical area of the Control Area East requires the conclusion of contracts with more than one transmission company, the request for network access is to be submitted to OMV Gas GmbH in accordance with GWG, section 31e, para. 2.

(3) The transmission company shall have the following obligations:

- a. respond to complete requests for network access within 14 (fourteen) days of receipt thereof (date of postmark);
- b. calculate the charges on the basis of GWG, section 31, para. 1, or in case of another transportation, in accordance with GWG, section 31, para. 5;
- c. submit the required contract documents, including the approved General Terms and Conditions (GWG, section 31g).

In case the above paragraph (2) applies, the obligations under a. to c. above, in accordance with GWG, section 31g, para. 2, will be met by OMV Gas GmbH for the entire transportation route, and OMV Gas GmbH forwards the request received to the Control Area Manager for the calculation and notification of pipeline capacities.

(4) The reasons for turning a request down must be stated in writing. If the particulars stated in the request are insufficient to respond to it, the transmission company shall demand any additional information it requires at the earliest possible.

(5) The request for network access must at least contain the following information:

- a. start and end of transportation;
- b. maximum transportation capacity in kWh/h;
- c. desired inlet and offtake point;
- d. minimum and maximum pressure at the desired inlet and offtake point in bar;
- e. statement to the effect that the request for network access is based on the General Terms and Conditions for Cross-border Transportation;
- f. type of requested transportation service (firm/interruptible)

- g. contact person as well as address;
- h. in the event that pipeline capacities of the Control Area are to be used, information on the balancing group the network user belongs to, including confirmation of membership by the balancing group representative and the supplier (VAT ID No., address).

(6) Once the request for network access has been granted by the transmission company, the latter shall transmit the network access contract to the network user at issue.

(7) Capacities are allocated in accordance with the legal requirements as stipulated in the GWG, or the Other Market Rules Gas; in particular in case of lacking network capacities or lacking interconnection capacity – provided that notification of the pipeline capacities used is made in good time – requests for additional capacities shall be considered in the chronological order these are received, and subject to the regulation that transportation effected for the purpose of supplying final customers shall have priority over any other transportation purpose.

If, in connection with cross-border transportation, the inlet point at which natural gas is injected into the Control Area, under section 5, item c, is located within the network of the transmission company, a separate contract shall be concluded on the use of the transmission company's metering services by the network user (see sample agreement on the transmission company's homepage).

V. Standard transportation services

(1) The network user may conclude long-term or short-term network access contracts. The transmission company shall offer short-term network access contracts at least on a one-month as well as annual basis and, upon request, conclude such contracts. The conclusion of long-term network access contracts exceeding such periods is permissible, provided these comply with Austrian and European competition rules.

(2) To the extent this is technically feasible, the transmission company shall offer transportation the actual of contractual flow direction of which is counter to the main flow direction ('counter flow').

(3) Cross-border transportation within the pipeline capacities of the Control Area shall be subject to the Other Market Rules. This means in particular that the network user – in order to maintain network balance and ensure balancing energy – must be a member of a balancing group and that the Control Area Manager must be notified, in the form of a schedule, of total transportation through Control Area East at the inlet and offtake points of Control Area East used. Matching is effected by the Control Area Manager of Control Area East at the inlet and offtake points into and out of Control Area East.

(4) The transmission company undertakes to accept natural gas at the inlet point or at the interconnection point of the Control Area, provided the latter is located within its network, up to the agreed maximum transportation capacity, and to deliver it at the offtake points of the Control Area, provided this is located within its network. The transmission company is under no obligation to accept at the inlet point quantities of natural gas exceeding the maximum agreed transportation capacity.

(5) The carrying out of other or cross-border transportation, using transportation capacity of the Control Area, is contingent

upon the transmission to the Control Area Manager of schedules in accordance with Other Market Rules Gas, Chapter 3.

(6) If the inlet or offtake point into or out of the Control Area is/are not located within the network of the transmission company, the transmission company is obliged to accept the natural gas quantity made available by the network user at the agreed inlet point – applying the provisions of item VII, paras 2 and 3 – under the provisions of Other Market Rules Gas, Chapter 3, and to deliver natural gas of a quantity that is equivalent to the one injected by the network user at the inlet point to the downstream network operator at the agreed offtake point or at the interconnection point in line with the control instructions received from the Control Area Manager. This shall, *mutatis mutandis*, also apply for cases in which the inlet point into the Control Area is not located within the network operator's network, while the offtake point is located within the network.

(7) The transmission company does not acquire title to the natural gas transported for the network user.

(8) The transmission company shall maintain pressure and balance gas injection and withdrawal in accordance with the provisions of the GWG, taking account of economic operations, by carrying out the Control Area Manager's instructions to the extent these are applicable for transportation in the Control Area.

(9) If firm transportation capacities of the size requested by the network user are no longer available, the transmission company offers transportation capacities on an interruptible basis. If the network user has booked interruptible capacity, interruption may occur at any time to the extent this is required to carry out transportation services on a firm basis.

(10) Unless provided for otherwise in the network access contract, and with the exception acc. to para. (10) a., the transmission company will notify of any interruption of interruptible transportation capacities promptly, at least, however, 2 (two) hours prior to any interruption.

- a. In case capacities of the Control Area are made use of for cross-border transportation, the Control Area Manager will notify of a required interruption of interruptible transportation capacity as soon as he becomes aware of the need of interruption. If the Control Area Manager, in performing his duties under the GWG, section 31e, para. 5, notifies of modalities (in particular regarding curtailments for interruptible transportation contracts), these shall become an integral part of the network access contract.

(11) If the carrying out of transportation on a firm basis requires the interruption of transportation on an interruptible basis, the curtailment of such interruptible transportation is effected on the basis of the chronological sequence in which contracts for interruptible network access were signed (first come first served). Item IV, para. 7, shall apply *mutatis mutandis*. In case capacities of the Control Area are used for transportation, curtailment by the operator can also be effected on the basis of the Control Area Manager's instructions, who in such cases will also effect prioritization on the basis of its capacity allocation.

(12) In case of temporary disruptions affecting the transmission network, the transmission company undertakes to use every effort to avoid a resulting curtailment of the agreed

transportation capacity. If a curtailment of capacity is no longer avoidable, the reduced capacity shall be allocated to network users with network access contracts on a firm basis in proportion to the contractually agreed transportation capacities (pro rata) and to network users with network access contracts on an interruptible basis in the chronological sequence in which contracts for interruptible network access were signed (first come first served). Item IV, para. 7, shall apply *mutatis mutandis*. In case capacities of the Control Area are used for transportation, curtailment by the operator can also be effected on the basis of the Control Area Manager's instructions.

(13) In the event that the transmission company, as a result of planned repair or maintenance work, is unable to transport the contractually agreed natural gas quantity, it shall only be released from its contractual obligations if it has notified the network user of the start, end, and extent of the expected curtailment of the contractually agreed transportation capacity in accordance with the following provisions:

- a. The transmission company shall inform the network user once a year, in advance for the next following year, of the planned start and duration of the planned repair work resulting in a curtailment of the transportation capacity contractually agreed with the network user. If Control Area capacity is used, notification is effected by the Control Area Manager.
- b. The transmission company shall inform the network user no later than 48 hours prior to the actual start of repair work on the actual start and end of repair work as well as the extent of the resulting curtailment of the transportation capacity contractually agreed with the network user.

(14) In the event of unforeseen repair or maintenance work indispensably required for safety reasons, the period stipulated in para. 3 above may be reduced in line with actual requirements.

In the event of temporary disruptions affecting the transmission pipeline facilities, resulting in a curtailment of agreed transportation capacities, the remaining available capacities shall be allocated in accordance with item 6.3.3 of the approved General Terms and Conditions for the Control Area Manager Governing Contractual Relationships with the Balance Group Representative subject to the proviso that transportation effected on the basis of network access contract on a firm basis shall have priority over transportation on the basis of network access contracts on an interruptible basis. Transportation on the basis of network access contracts on an interruptible basis shall be curtailed or interrupted in reverse chronological sequence of their conclusion.

(15) Subject to the availability of transportation capacity, the transmission company and the network user shall endeavour to transport those natural gas quantities that could not be transported because of repair or maintenance work, either before the start or after completion of such repair or maintenance work in addition to the network user's nominated natural gas quantities. At any rate, however, the maximum rated capacity of the pipeline may not be exceeded. To the extent Control Area capacity is used, the reduction or increase in natural gas quantities must be shown as accurately as possible through schedules in order to avoid balancing energy.

VI. Optional transportation services

Additional transportation services can be agreed upon in the network access contract. Optional transportation services shall be offered on standard and non-discriminatory terms and conditions and, upon request, are to be made known to any interested party.

VII. Injection and withdrawal – natural gas quality

(1) In making use of transportation services, the network user undertakes not to exceed the maximum agreed transportation capacity at the contractually agreed inlet and offtake points.

(2) To the extent pipeline capacities of the Control Area are used, the network user undertakes to deliver natural gas at the inlet point that is in conformity with the specification set out in Other Market Rules, Chapter 6. The transmission company and the network user shall notify each other without delay upon becoming aware of any non-conformity with the quality specifications set out in Other Market Rules, Chapter 6 (off-specification gas).

(3) The transmission company shall be entitled to refuse to accept off-specification gas at the inlet point. In such case the natural gas delivered by the network user shall be deemed not to have been delivered. The transportation, if any, of off-specification gas is at the sole discretion of the transmission company. In such case, the network user assumes liability according to item XXIII, para. 4.

(4) The network user is entitled to refuse to accept off-specification gas at the offtake point unless it has delivered such off-specification gas at the inlet point and the transmission company has not refused transportation thereof. In the event of the network user's refusal to accept off-specification gas, the gas delivered by the transmission company shall be deemed not to have been delivered.

(5) The network user acknowledges that the natural gas it delivers at the inlet point may be mixed with the natural gas delivered by other network users and, consequently, that the natural gas supplied to it at the offtake point may not be the same natural gas that such network user has delivered at the inlet point. However, if and when the natural gas delivered by a network user at the inlet point is in conformity with the specifications as set out in Chapter 6 of the Other Market Rules Gas, the transmission company shall supply only natural gas at the offtake point that is in conformity with the specifications as set out in Chapter 6 of the Other Market Rules Gas.

VIII. Determination and allocation of quantities

The allocation of quantities is effected at the inlet point and offtake point of the Control Area by the Control Area Manager or the transmission company in accordance with item 2.7 of the approved AB-RFZ Network on the basis of quantities determined by the transmission company at issue. Determination and allocation of quantities is effected at the inlet/offtake points of the Control Area only.

IX. Usage of unused committed transportation capacities

To the extent pipeline capacities of the Control Area are used, the provisions contained in the Other Market Rules shall apply for secondary marketing.

X. Charge

The network user shall pay to the transmission company the charge calculated in accordance with the methods set out in the GWG, section 31h, or the tariff stipulated by the authority in accordance with the GWG, section 31h, para. 5, plus legally admissible surcharges, if any.

XI. Invoicing

The transmission company shall transmit the invoice no later than the 15th (fifteenth) working day of the month next following the month in which the contracted transportation service was provided. The transmission company may request the transportation customer to provide information required for invoicing.

XII. Payment, default, reminder

(1) The network user shall transfer the invoice amount in euro, according to the invoice submitted by the transmission company in line with item XI above, plus bank charges, if any, in such good time into an account stipulated by the transmission company that the latter is credited with that amount no later than the 25th day (due date) of the month next following the month in which the contracted transportation service was provided. If the transmission company fails to make out the invoice in good time, the due date shall be postponed by the same number of days.

(2) If the due date is not a banking day in Austria, the due date shall be the next following banking day.

(3) Objections made by the network user against invoices do not entitle the network user to extend the time for payment, or to refuse payment, of the invoice amount. If, on checking, an invoice turns out to be incorrect, the network user shall be entitled charge interest on the incorrect part of the invoice. Interest is calculated on the basis of an annual interest rate equivalent to the three-month EURIBOR, plus 4 (four) percentage points, or the legal interest rate, whichever is higher on the day the invoice is recalculated.

(4) Invoices with regard to which no objection is made within 3 (three) months of the due date shall be deemed accepted by the contracting parties.

(5) In case of default, default interest shall be charged as of and including the day next following the due date up to and including the day on which the transmission company's account is credited with the amount due. Interest is calculated on the basis of an annual interest rate equivalent to the three-month EURIBOR, plus 4 (four) percentage points, or the legal interest rate, whichever is higher on the day the invoice is recalculated. All costs effectively incurred by the transmission company in connection with reminders, re-submission of invoices, and other steps conducive and required in connection with out-of-court collection of outstanding amounts shall be born by the network user.

(6) Without prejudice to the provisions of para. (4), the transmission company, in the event of the network user defaulting in payment, shall inform the network user thereof in writing, granting a further grace period of 10 (ten) days as of the date of such written reminder. In the event of the network user's continued default exceeding the ten-day grace period, the transmission company is entitled to terminate the contract with immediate effect and to settle any outstanding claims against the network user by recourse to the security provided

by the latter. The transmission company's right to claim damages for outstanding amounts not covered by the security (item XXII) shall not be affected thereby.

XIII. Duty to inform

(1) The transmission company and the network user shall provide each other with the information required to fulfil their contractual duties and ensure the interoperability of networks. Under the circumstances set out in the GWG, section 31e (2), the transmission company shall transfer to OMV Gas GmbH the information regarding network access stipulated in the above item IV, para. (5), in order to enable OMV Gas GmbH to fulfill its legal obligations.

(2) Any written communication regarding requirements for the operation of the natural gas pipelines facility/facilities - to the extent capacities of the Control Area are used for transportation - shall be effected in accordance with Other Market Rules Gas, Chapter 3, between the competent persons direct.

(3) The network user shall inform the network operator, prior to signing the contract and in case of changes of the status under customs law of the natural gas which the network user delivers for transportation to the transmission line operator.

(4) If the network user avails itself of data communication systems that are operative 24 hours a day, any written communication regarding requirements for the operation of the network shall be transmitted through such communication systems between the contact persons of the network user and of the transmission line operator or holder of transportation rights direct.

(5) The network user undertakes to inform the network operator, no later than 5 working days prior to the start of term of the contract, of counterparty relationships, i.e. the network user has to nominate its partners with regard to the upstream and the downstream natural gas pipelines. In case the network user fails to communicate such information to the transmission network operator in good time, the start of transportation shall be delayed by the same number of days by which the required information arrives late with the transmission network operator.

XIV. Data transmission - data protection - confidentiality

(1) The transmission company may use the network user's data required for the performance of its duties in accordance with the relevant legal provisions only and may pass on such data within the necessary and legally permitted scope to those market participants, in particular the Control Area Manager and the Balancing Group Coordinator, who require them for the performance of their duties.

(2) The transmission company shall provide relevant market participants with the information and data they require to perform their duties, to operate the network safely and efficiently, to upgrade the network in a coordinated manner, and to ensure the interoperability of networks. Analogous duties to inform shall apply to the network user vis-à-vis the transmission company or the holder of transportation rights into whose network it injects natural gas.

(3) The data transmissions provided for by these General Terms and Conditions for Cross-border Transportation shall be effected in the manner specified by the Applicable Technical Rules and Other Market Rules, as amended.

(4) The transmission company makes available additional data only upon request and at cost to the extent the transmission of data in each individual case is admissible under the Data Protection Act [DSG] 2000, section 7, para. 2. The right of the affected party in the sense of the DSG 2000, section 4, item 3, to receive information under the DSG 2000, section 26, shall not be unaffected thereby.

(5) The transmission company and the network user shall treat with confidence, and must not disclose to third parties, any business and operational secrets they gain knowledge of in conducting business. Excluded is the passing on, to the extent required by law, of information and data to the regulatory authority.

XV. Miscellaneous provisions

(1) The network access contract, as well as changes or amendments thereof, if any, must be in writing in order to be valid. This shall also apply for a waiver of the written requirement.

(2) The network user is not entitled to offset counterclaims it may have vis-à-vis EVN, except in the event of EVN's insolvency or in cases in which such counterclaims are legally connected to the network customer's liabilities or have been stipulated by a court or acknowledged.

(3) The parties hereto agree that notices by mail need not necessarily be sent to the network user's authorized representatives but can also be mailed to the contact person it has to nominate in accordance with the above item IV, para (5), item g. The transmission line operator must be notified of any changes regarding that address in writing within a period of 14 days.

XVI. Changes in circumstances and amendments of the General Terms and Conditions for Cross-border Transportation

(1) In case the cost of network use increase or decrease as a result of future laws, regulations, or decisions by public authorities, prices shall increase or decrease as of the effective date of such changed circumstances by the size of such change.

(2) In the event that amendments to these General Terms and Conditions for Cross-Border Transportation are approved after the conclusion of the network access contract, the transmission company shall notify the network user thereof without delay by registered mail and send the network user the amended Terms and Conditions for Cross-border Transportation upon request. Unless the network user objects to the application of the amended General Terms and Conditions in writing within four (4) weeks of their implementation, the network access contract at issue shall be subject to the amended Terms and Conditions. The amended General Terms and Conditions shall become effective as of the first day of the month next following the end of the period for raising objections.

If the network user objects to the application of the amended General Terms and Conditions in writing within four (4) weeks of their implementation, the transmission company shall terminate the network access contract in writing, observing a period of notice of 3 (three) months. The transmission company shall expressly point out in writing to the network user the consequences of its objection.

XVII. Severability

In case individual provisions of the network access contract, including the present General Terms and Conditions for Cross-border Transportation, are or become legally ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The contracting partners undertake to replace the provision that has become ineffective or illegal or void by a new and valid provision that – in economic, technical and/or legal terms - comes as close as possible to the ineffective, illegal or void provision.

XVIII. Force majeure

(1) In the event that contractual obligations can not be met in good time, in due form, or at all, owing to force majeure or the fulfilment of legal requirements arising from emergency supply arrangements, such contractual obligations shall be suspended until the obstacles to performance and their effects have been remedied. A force majeure event is any event or circumstance, or chain of events and/or circumstances, affecting the network of the transmission company, which prevents one contracting party, or both contracting parties, from fulfilling its/their obligations, or delays their fulfilment, and which could not have been foreseen and was/were beyond the control of a contracting party, and could not even have been predicted or avoided by exercising reasonable, ordinary or expected care. This shall in particular apply to war, civil commotion, strikes, or lock-outs, Acts of God, fire, epidemics, acts of government or similar circumstances.

(2) The network user's inability to pay the charge according to section X above shall not be deemed to constitute a force majeure event.

(3) The party affected by force majeure undertakes to notify the respective other party thereof immediately, indicating the expected duration as well as the reason for the interruption.

(4) If a force majeure event lasts for longer than 6 (six) months, the parties shall endeavor to agree on amendments to the network access contract.

XIX. Termination for important reason

(1) The right of either contracting party to terminate the network access contract for important reasons with immediate effect shall not be affected in any form.

(2) Important reasons for the transmission company include:

- a. a material breach of contract on the part of the network user;
- b. the network user's insolvency.

XX. Legal succession

If a third party steps into network access contracts concluded on the basis of these General Terms and Conditions, the transmission company shall be entitled to require the new network user to provide a security in accordance with section XXII below.

XXI. Warranties and representation

(1) The network user warrants and represents that it has unconditional and uncontested title to transport the natural gas delivered at the inlet point. The natural gas delivered is free from liens, encumbrances, and claims by third parties

representing obstacles to the transportation. The network user undertakes to indemnify and hold the transmission company harmless with regard to all costs, any action brought, and claims lodged by third parties.

(2) The transmission company warrants and represents that the natural gas supplied at the offtake point is free from liens, encumbrances and claims by third parties representing obstacles to the transportation.

XXII. Provision of security

(1) The transmission company is entitled to require the network user to provide security, which serves the purpose of securing the network user's payment obligations under the network access contract. At the network user's choice, such security can be either provided in the form of a bank guarantee or prepayment as stipulated in the following paragraphs.

(2) A bank guarantee in accordance with Annex 4 (sample) shall be furnished to the transmission company by the network user no later than 10 (ten) days after conclusion of the contract, at any rate, however, two working days prior to the transmission company starting to provide transportation services.

(3) Prepayment, without any deductions, shall be made to the transmission company into an account it has notified the network user of by the network user no later than 10 (ten) days after conclusion of the contract, at any rate, however, two working days prior to the transmission company starting to provide transportation services.

(4) The size of the prepayment to be made, or the amount of the bank guarantee to be furnished, by the network user — exclusive of the bank charges incurred by the transmission company — depends on the term of the network access contract and is calculated as follows:

- a. if the term of the network access contract is between 1 (one) month and 6 (six) months, the amount of the prepayment or bank guarantee shall be equal to the use-of-system charge payable for the first month of transportation services.
- b. if the term of the network access contract is between 7 (seven) and 12 (twelve) months, the amount of the prepayment or bank guarantee shall be equal to twice the charge payable for the first month of transportation services.
- c. if the term of the network access contract exceeds 12 (twelve) months, the amount of the prepayment or bank guarantee shall be equal to three times the charge payable for the first month of transportation services.

(5) In the event that the network user fails to fulfill its obligations under para. (1) in good time in the sense of paras. (2) and (3) above, the network access contract shall be deemed terminated automatically and with immediate effect. In such case the transmission company shall be released from its obligations under these General Terms and Conditions.

XXIII. Liability, indemnity

(1) Each contracting party shall have exclusive liability for the fulfillment of its obligations under the network access contract. The transmission company is liable vis-à-vis the network user for due transportation in its own transmission pipeline system in accordance with the General Terms and Conditions for Cross-

border Transportation, but is not liable for transportation in upstream or downstream networks.

(2) Each party shall be liable to the respective other party under the general legal provisions governing damages. To the extent these make liability dependent on fault, with the exception of personal injury and claims under the GWG, section 19, para. 6, liability shall be restricted to cases of intention and gross negligence.

(3) In case the transmission company is held liable for gross negligence, its liability shall be limited to direct damage only. Liability for indirect damage, loss of profit, or consequential damage is at any rate excluded. For each case of damage

within one calendar year, the network operator's liability shall be limited in terms of amount to twelve times the monthly charge for transportation services.

(4) The network user shall be liable for damage caused to the transmission company or to third parties (e.g. other network users) by off-specification gas or off-specification biogenic biogas, and shall indemnify and hold the transmission company/or the holder of transportation rights harmless in this respect.

Maria Enzersdorf, September 2010

Annex 1:

Terms and their definitions

Pressure	The difference between the absolute pressure of the natural gas and the atmospheric pressure [in bar].
Inlet point	The point at which a network users injects natural gas into the Control Zone for transportation by the transmission company. The physical inlet point is to be defined in the network access request in accordance with item IV, para. (5) of the General Terms and Conditions for Cross-border Transportation.
Offtake point	The point at which the natural gas is supplied by the transmission company to the network user and leaves the Control Area. The physical offtake point is to be defined in the network access request in accordance with item IV, para. (5) of the General Terms and Conditions for Cross-border Transportation.
Interconnection point	The interconnection point marks the contractually agreed point within a network at which natural gas is exchanged (delivered) between contracting partners. The transfer point may be identical with the metering point and the title transfer point.
Gas Day	The Gas Day begins at 6.00 am local time and ends at 6.00 am local time of the next day in a certain time zone. Other definitions of the Gas Day may be made compatible with this definition.
Commitment	The maximum hourly rate of transportation (maximum instantaneous flow rate), expressed in kWh/h, agree upon in accordance with item IV, para. (5), of the General Terms and Conditions.
Matching	Acceptance of the network user's nominations and their checking for matching by the Control Area Manager.
Determination of quantities and performance	Effected in kWh, with the conversion from Nm ³ being effected using the Control Area calorific value stipulated by Energie-Control Kommission as applicable from time to time.
Nomination	The desired actual hourly transportation rate notified by the network user (planned actual instantaneous flow rate), expressed in Nm ³ /h, which does not exceed the maximum hourly transportation rate contractually committed in accordance with item IV of the General Terms and Conditions.
Normal cubic meter	The quantity of natural gas which, at a temperature of 0 degree Centigrade and at an absolute pressure of 1.01325 bar, occupies one cubic meter; expressed in Nm ³ .
Transportation capacity (Transportation) capacity guarantee	The capacity of a transportation pipeline expressed on the basis of hourly rates. Transportation capacity on a non-interruptible basis.
Delivery pressure	Pressure, to be kept between a minimum and a maximum level, at which natural gas is to be delivered at the inlet point and supplied at the offtake point. The limit values shall be fixed by the transmission company. Unless agreed upon otherwise, pressure is indicated as overpressure.
Offtake pressure, see:	'Delivery pressure'