

# STANDARD TRANSMISSION AGREEMENT



Based on version approved by CREG on  
~~20 August 2021~~



This Standard Transmission Agreement (hereafter the “Agreement” or the “STA”) is entered into by and between:

- (1) **FLUXYS BELGIUM N.V./S.A.**, a company incorporated in and under the laws of Belgium, having its registered office at Avenue des Arts 31, 1040 Brussels, Belgium, registered at the Register for Legal Entities (RPR/RPM) under number 0402.954.628;

Hereinafter referred to as “**Fluxys Belgium**”, the “Transmission System Operator or the “**TSO**”;

Hereby duly represented by, [●], [●] and [●], [●];

and:

- (2) [●], a company incorporated in and under the laws of [●], having its registered office at [●], registered at the [●] under number [●] with VAT number [●];

Referred to as the “**Network User**”;

Hereby duly represented by [●], [●] and [●], [●];

TSO and Network User may hereinafter individually be referred to as a “**Party**” and collectively as the “**Parties**”.

#### **WHEREAS:**

- A. The TSO operates the Transmission Grid in Belgium.
- B. The Network User wishes to subscribe Services provided by the TSO.
- C. The TSO is willing to provide Services in relation to the transportation of Natural Gas to the said Network User in accordance with the terms and conditions set out in this Agreement.
- D. This Agreement has been set out in accordance with the Code of Conduct and has been approved by the CREG on [●].

#### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1. Definitions**

Unless the context requires otherwise in this Agreement and its attachments, the terms used in this Agreement and its attachments which are not defined in the Code of Conduct shall have the meaning given to them in the Glossary of definitions set out in the attachment 3.

### **1.2. Interpretation**

- 1.2.1 The headings of articles shall not affect their interpretation.
- 1.2.2 Words importing a gender include every gender.
- 1.2.3 References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.4 References to 'person' shall be construed so as to include any physical person, individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality).
- 1.2.5 Reference to any person includes references to that person's successors and permitted assignees;
- 1.2.6 Reference to a statute, by-law, regulation, rule, delegated legislation or order is to the same as amended, modified or replaced, from time to time, and to any by-law, regulation, rule, delegated legislation or order made thereunder;
- 1.2.7 In case an index used or referred to in this Standard Transmission Agreement ceases to be available or is materially changed or affected in its content, or no longer reflects the price of the commodity it refers to at the place it refers to, or the methodology used to calculate the index is materially altered as compared to how it was calculated at the date of execution of this Agreement, TSO shall, after having consulted the Network User and the other Network Users, provide an appropriate adjustment or replacement of such index in order to achieve as accurately as possible the objectives which were at the basis of the choice of the original index. Such adjustment or replacement shall apply automatically, as the case may be after the approval by the CREG.

## **2. OBJECT**

The object of this Agreement is to lay down the terms and conditions upon which the Network User will be able, on and from the Start Date, to subscribe to Services offered by the TSO and upon which the TSO shall perform such Services.

### 3. CONTENTS OF THIS STANDARD TRANSMISSION AGREEMENT

The following documents are part of the Standard Transmission Agreement:

#### (i) Services confirmations

In addition to the provisions set out herein and the General Conditions contained in attachment 2, any Service provided by TSO under this Standard Transmission Agreement shall be confirmed by the TSO via the relevant Services Confirmation. Such Services Confirmations once signed will be inserted in attachment 1.

#### (ii) General conditions

In addition to the provisions set out in this Agreement, the terms and conditions applicable to this Agreement are set out in the general conditions contained in attachment 2 (the **General Conditions**). By signing this Agreement, each of TSO and Network User agrees to be bound by all provisions set out herein and in the General Conditions.

#### (iii) Glossary of definitions

The terms used in this agreement and its attachments which are not defined in the code of conduct shall have the meaning given to them in the glossary of definitions set out in the attachment 3 (the **Glossary of definitions**). By signing this Standard Transmission Agreement, each of TSO and Network User acknowledges to be bound by and to have taken knowledge of all the definitions set out in attachment 3.

### 4. ACCESS CODE FOR TRANSMISSION

Any Service provided by TSO under this Agreement shall also be governed by the procedures, rules and regulations contained in the Access Code for Transmission (ACT). By signing this Standard Transmission Agreement, each of TSO and Network User acknowledges to be bound by and to have taken knowledge of all provisions set out in the Access Code for Transmission.

### 5. TRANSMISSION PROGRAM

The Transmission Program as approved by CREG describes the Services which are offered by the TSO and which may be subscribed by the Network User. By signing this Standard Transmission Agreement, each of TSO and Network User acknowledges to have taken knowledge of the content of the Transmission Program.

### 6. BALANCING AGREEMENT AS PREREQUISITE TO THE USE OF SERVICES WITHIN THE BELUX AREA

Network User acknowledges and agrees that, except to the extent provided otherwise in the Attachment A of the Access Code for Transmission, the adherence

to and due performance under the Balancing Agreement is required to use the Services and/or the ZTP Trading Services offered by the TSO and subscribed by Network User. The TSO remains concurrently liable with the Balancing Operator and responsible for the good performance of the tasks delegated to Balancing Operator within the limits set forth in the Balancing Agreement.

## **7. MODIFICATION OF DOCUMENTS**

The Standard Transmission Agreement, the Access Code for Transmission and the Transmission Program may be changed from time to time upon proposal of the TSO and in accordance with the Code of Conduct or, where applicable, as provided for in national or European regulations. Such changes, after consultation of the market, shall apply to existing and future Service Confirmations after they have been approved by the CREG and on the date of entry into force as determined by the CREG, or absent such specification, by the TSO on its website.

## **8. START DATE**

The Start Date, on which this Agreement will enter into force and effect, shall be [●].

This Agreement shall, as from the Start Date, replace any Standard Transmission Agreement entered into between the Parties prior to the date hereof. Upon this Agreement entering into force, any and all services subscribed under any Standard Transmission Agreement entered into between the Parties prior to the date hereof, as evidenced by the Service Confirmations issued thereunder, shall be automatically governed by this Agreement and the relevant Services Confirmations shall be deemed inserted in attachment 1 hereof.

## **9. CONTACT DETAILS**

9.1. Any notice, demand, offer or other written instrument required or permitted to be given pursuant to this Standard Transmission Agreement and to the Access Code for Transmission shall be sent to the contact persons mentioned in the contact details sheet as published on the Fluxys Belgium website.

The duly filled contact details sheet will be added to attachment 1 of this Agreement.

9.2. Each Party may change these contact detail to which notice shall be sent, or specify one additional address to which copies of notices shall be sent, in accordance with the provisions of this Standard Transmission Agreement.

\* \* \*

## IN WITNESS WHEREOF

This Standard Transmission Agreement is made up in Brussels on [•] in two (2) original copies; each Party acknowledges having received one (1) original copy.

### FOR THE PARTIES:

For and on behalf of Fluxys Belgium:

[•]

[•]

For and on behalf of the Network User:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Function: \_\_\_\_\_

Function: \_\_\_\_\_

## ATTACHMENT 1

### SERVICES CONFIRMATIONS

(~~Contact Details Sheet and~~ Services Confirmations to be inserted  
upon execution of such Services Confirmation)

## ATTACHMENT 2

### GENERAL CONDITIONS

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## 1. DEFINITIONS

Unless the context requires otherwise, the definitions set out in the Code of Conduct apply to this Standard Transmission Agreement and its attachments. Capitalized words and expressions used in these General Conditions, in the Access Code for Transmission and in the Transmission Program, which are not defined in the Code of Conduct shall have the meaning given to them in attachment 3 of this Standard Transmission Agreement.

## 2. OPERATION AND MAINTENANCE OF THE TRANSMISSION GRID

Subject to the terms and conditions of this Standard Transmission Agreement and attachment C1 of the Access Code for Transmission, the TSO shall operate and maintain the Transmission Grid in accordance with the applicable regulation (including amongst others the European legislation).

The TSO shall use all reasonable endeavours to obtain, renew and maintain all the legal authorisations, permits or licences which are required in order to operate and maintain the Transmission System. Failure to obtain or renew any authorisations, permits or licences required for the operation or maintenance of the Transmission System in due time, not attributable to any delay caused by the TSO or other act or omission on the part of the TSO, or a refusal by the authorities to deliver such authorisations, permits or licences, not attributable to any delay caused by the TSO or other act or omission on the part of the TSO, shall constitute Force Majeure, in which case Article 11 of this Standard Transmission Agreement shall apply.

The TSO shall maintain, repair and replace the Transmission System in order to deliver the Services and to meet its obligations under the Services. The TSO will therefore act as a Reasonable and Prudent Operator in order to facilitate the day to day operations of the delivery and the redelivery of Natural Gas, in accordance with attachment C1 of the Access Code for Transmission.

Pursuant to attachment C1 of the Access Code for Transmission, the TSO establishes the planning of the maintenance, repair and/or replacement works. The TSO endeavours to reduce as much as possible the planned or unplanned interruption periods in accordance with the provisions of this Article and of attachment C1 of the Access Code for Transmission. The TSO shall use all reasonable endeavours to respect the Network Users' subscribed Services during such maintenance, repair and/or replacement works insofar as possible from an operational and technical point of view.

Maintenance, repair or replacement works which may affect the Firm and Backhaul capacities shall be limited in duration and occurrence insofar as reasonably possible and in accordance with attachment C1 of the Access Code for Transmission. The TSO, acting as a Reasonable and Prudent Operator, shall have the right to make interventions on all or part of the Transmission System for maintenance, repair or

replacement works, which may have an impact on the availability of the Firm or Backhaul capacities.

Any interruption of the subscribed Services for maintenance, repair or replacement works shall be allocated between the Network Users on a fair and non-discriminatory basis, and, to the extent possible, pro rata their respective subscribed Services, in accordance with attachment C1 of the Access Code for Transmission.

### **3. SERVICES**

Subject to the terms and conditions of this Standard Transmission Agreement and attachment A of the Access Code for Transmission, during the Contract Period, the TSO shall provide the Network User with, and the Network User shall pay for, the Transmission Services which the Network User may have subscribed pursuant to any Services Confirmation and/or has been allocated, for the relevant Service Period and in accordance with any terms and conditions set out in the relevant Services Confirmation.

### **4. SERVICES RIGHTS AND OBLIGATIONS**

The rights and obligations related to the Transmission Services performed by the TSO are laid down in this Agreement and in the Access Code for Transmission.

### **5. SERVICES FEE**

5.1 The Transmission Services performed by TSO to Network User under this Standard Transmission Agreement are subject to the applicable Services fee calculated in accordance with attachment A of the Access Code for Transmission.

In the event of any modification to the Regulated Tariffs, the Total Monthly Fee(s) and the Total Monthly Self-billing Fee(s) provided for in this Article 5.1 shall be adapted as from the calendar day of the entering into force of the modifications.

#### **5.2 Taxes**

The Total Monthly Fee(s) and the Total Monthly Self-billing Fee(s) due under Article 5.1 of this Attachment and under Attachment A of the Access Code for Transmission is exclusive of any taxes, duties or levies of a similar nature. The TSO is entitled to add to the amounts due all taxes, duties or levies of a similar nature imposed by any competent authority with respect to or affecting the Transmission Services under this Standard Transmission Agreement (including but not limited to VAT, the levies, excise or any taxes or levies whatsoever imposed by public authorities, but excluding taxes on income, profit and share capital).

## 6. INVOICING AND PAYMENT

6.1 As from the Start Date, and insofar as the Network User has subscribed to and/or has been allocated at least one (1) Service under this Agreement, the TSO shall on the tenth (10<sup>th</sup>) Day of each Month (or the next Business Day if the tenth (10<sup>th</sup>) Day is not a Business Day):

6.1.1 issue an invoice to the Network User showing:

- (i) the Total Monthly Fee(s), containing the Monthly Invoice calculated provisionally according to attachment A of the Access Code for Transmission to be paid by the Network User for the Services of said Month;
- (ii) any correction on the Total Monthly Fee(s) paid or to be paid by the Network User for the previous eighteen (18) Months.

6.1.2 if applicable, issue an invoice on behalf of the Network User showing:

- (i) the Total Monthly Self-billing Fee(s), containing the Monthly Self-billing Invoice calculated provisionally according to attachment A of the Access Code for Transmission to be paid to the Network User by the TSO for the Services of said Month;
- (ii) any correction on the Total Monthly Self-billing Fee(s) paid or to be paid by the TSO to the Network User for the previous eighteen (18) Months.

All invoices shall include a detailed calculation of the Total Monthly Fee(s) and/or of the Total Monthly Self-billing Fee(s), mentioning amongst others the performed Transmission Services, the pricing formula and the values of the relevant parameters and indexes (if applicable), the invoicing date, the bank account information, the payment terms (including the time of payment), the currency and the interest rates if applicable. Together with the invoice, the utilization rate of the Transmission Services and a detailed summary table per performed Transmission Service shall be communicated, particularly including the Gas Allocation and measurement results.

6.2 For the sake of convenience, a summary of the consolidated invoices by Due Date shall be communicated to the Network User each Month, including a summary note indicating the balance to be paid to the TSO or to be reimbursed to the Network User.

6.3 Invoices may be rendered electronically or by letter.

The receipt of the invoice is deemed to have occurred the fifth (5<sup>th</sup>) Business Day following the date of the invoice.

6.4 The amounts of the invoices shall be paid in EUR at the latest on the Due Date. If this day of payment is not a Business Day, the first following Business Day shall apply. In the event that the Transmission System Operator has suspended all or part of Services of the Network User, all outstanding amounts will be immediately due and payable.

6.5 a) In case of calculation error(s), the Network User notifies such error to the TSO at the latest on the Due Date. In such case, only the undisputed part of the invoice, including VAT, shall be paid by the Network User latest on the Due Date. The TSO shall treat the complaint within thirty (30) Business days after receipt of such notification. In case the parties cannot come to an agreement, either party may call upon Article 19 or 20 of this attachment.

b) In case the Network User disputes part or all of an invoice for reasons other than calculation error(s), the Network User notifies such contestation to the TSO at the latest on the Due Date. In such case both the undisputed and the disputed part(s) of the invoice shall be paid, including VAT at the latest on the Due Date. The TSO shall treat the complaint within thirty (30) Business Days after the receipt of such notification. In case the Parties cannot come to an agreement, either Party may invoke Article 19 or 20 of this attachment.

6.6 The Parties shall provide each other on time the data necessary for establishing and paying invoices.

In the event that the TSO needs information from the Network User and/or the Final Customer in order to establish the invoices and the Network User and/or the Final Customer have this information available, but the Network User has not communicated this information so that the TSO is able to render the invoice on the tenth (10<sup>th</sup>) of each Month (or the next Business Day if the tenth (10<sup>th</sup>) Day is not a Business Day), the Network User shall make available or shall procure that this information is made available by the Final Customer to the TSO within twenty (20) Business Days after having been requested to do so by the TSO, failing which the TSO will use the best available information in order to prepare the invoice.

In such case the Network User must pay within fifteen (15) Business Days after receipt of such invoice.

6.7 If the invoice has not been paid on the Due Date or on the day of payment specified in the last paragraph of article 6.6, or an undue payment has been made in accordance with Article 6.4 of this attachment, default interest shall be accrued for each Day payment is overdue or by the TSO for each Day reimbursement is overdue. Said default interest shall be calculated in accordance with the EURIBOR three (3) months rate on the Due Date increased by two hundred (200) basis points.

6.8 Any invoice not disputed within eighteen (18) Months after the Due Date for payment shall be considered as final between the Parties.

6.9 At the end of the Agreement and each time the Network User requests it, the TSO delivers a statement of account.

## 7. MEASUREMENT AND TESTING

The rules for measurement and testing are laid down in attachment D of the Access Code for Transmission.

## 8. OPERATING CONDITIONS AND QUALITY REQUIREMENTS

### 8.1 General Principle

Natural Gas delivered at the Connection Point must comply with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission. Natural Gas redelivered by the TSO at the Connection Point must comply with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission.

In accordance with Article 17.3, the Parties shall exchange all necessary information for the efficient management of the Specific Requirements. In accordance with attachment C.1 of the Access Code for Transmission, information relating to gas quality is exchanged ~~by fax or~~ by email between the Parties and made available as the case may be through the Electronic Data Platform, which will also be used to inform Network User of any information regarding a possible gas quality deviation.

If the Natural Gas (re)delivered at a Connection Point is not compliant with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission, the TSO or the Network User, as the case may be, has the right to refuse (wholly or partly) such Natural Gas via a reduction or interruption on the Connection Point in accordance with the rules as set out in attachment C.1 of the Access Code for Transmission. However, the Parties shall use reasonable endeavours to accept such Natural Gas. If the Parties refuse to take (re)delivery of such Natural Gas, the Parties shall cooperate for the disposal of the said Natural Gas.

A Party refusing the (re)delivery of the Natural Gas at a Connection Point because it is not compliant with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission, cannot be held liable towards the other Party for damages arising out of the reduction or interruption resulting from its refusal of the non-compliant Natural Gas, it being understood that the balancing obligations of the Network User towards the Balancing Operator, described in the Balancing Agreement and in the Balancing Code, remain applicable.

The Monthly Capacity Fee shall be reduced pro rata the interrupted/reduced capacity and for the term of such interruption/reduction in case of refusal by the Network User of non-compliant Natural Gas.

### 8.2 Damages incurred by the TSO arising out of the acceptance by the TSO of non-compliant Natural Gas at a Connection Point

To the extent that the TSO is aware or should have been aware of the non-compliance of the Natural Gas delivered at a Connection Point either because of the notification of such non-compliance by the Network User, the Adjacent TSO or the Producer, as the case may be, or because the deviation could be measured in accordance with the standards of a Reasonable and Prudent Operator, and the TSO accepts such Natural Gas at such Connection Point, the Network User cannot be held liable for any damages incurred by the TSO, arising out of the non-compliance with the Specific Requirements.

In case the non-compliance occurred at an Installation Point related to an Installation operated by the TSO or one of its Affiliated Companies, the Network User cannot be held liable for any damages incurred by the TSO or one of its Affiliated Companies, arising out of the non-compliance with the Specific Requirements.

In case the TSO could not be aware of the delivery of non-compliant Natural Gas at a Connection Point, or if the TSO is obliged to accept such Natural Gas to maintain system integrity, the Network User is liable for any damages incurred by the TSO arising out of the non-compliance of the Natural Gas with the Specific Requirements in accordance with and within the limitation of Article 10 of this attachment, but only in case the TSO has not been indemnified by the concerned Adjacent TSO or a Producer, as the case may be .

### **8.3 Damages incurred by the Network User arising out of the redelivery by the TSO of non-compliant Natural Gas at an Interconnection Point of Installation Point**

The TSO is liable towards the Network User for damages arising out of the redelivery of non-compliant Natural Gas at an Interconnection Point or Installation Point in accordance with and within the limitation of Article 10 of this attachment. The liability of the TSO for claims by an Adjacent TSO is limited pursuant to the Interconnection Agreement between the TSOs, as the case may be. For the avoidance of doubt, the TSO cannot be held liable toward the Network User for damages incurred by the Adjacent TSO for which such Adjacent TSO is indemnified by the TSO.

The TSO cannot be held liable towards the Network User for any damages incurred by the Network User or any third party arising out of the redelivery of non-compliant Natural Gas relating to the use of Wheeling Services.

### **8.4 Damages incurred by the Network User arising out of the redelivery of non-compliant Natural Gas by the TSO at a Domestic Point**

The TSO is liable for damages incurred by the Network User arising out of the redelivery of non-compliant Natural Gas at a Domestic Point in accordance with and within the limitation of Article 10 of this attachment, it being understood that the liability of the TSO for claims by a Final Customer or Producer is limited pursuant to the Connection Agreement between the TSO and said Final Customer or Producer. For the avoidance of doubt, the TSO cannot be held liable toward the Network User for damages incurred

by the Final Customer or Producer for which such Final Customer or Producer is indemnified by the TSO.

## **9. WARRANTIES**

### **9.1 Mutual warranties**

Each Party (in respect of itself and each of its permitted assigns) warrants to the other Party (for the benefit of the other Party and each of its permitted assigns) as follows:

- (a) It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation (and, if relevant under those laws, in good standing).
- (b) It has the power (i) to execute this Agreement and any other documentation relating to this Agreement to which it is a party, (ii) to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver, and (iii) to perform its obligations under this Agreement and has taken all necessary action to authorise that execution, delivery and performance.
- (c) The execution, delivery and performance referred to in paragraph (b) do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- (d) Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application.

### **9.2 Network User's warranties**

The Network User hereby warrants to the TSO that:

- (a) It has title and/or all rights to all Natural Gas delivered by it or for its account at the Connection Point to the TSO for Transmission Services hereunder, and warrants that all Natural Gas is free from all liens, claims, assessments and encumbrances of any kind or nature;
- (b) it holds any and all licenses, permits and authorisations (including the supply licence as the case may be) required under applicable law to subscribe Transmission Services and that it shall use its reasonable endeavours to maintain such licenses, permits and authorisations during the Contract Period, without prejudice.
- (c) It will duly and timely file in compliance with applicable law, all returns, reports and declarations that ought to be filed with regard to customs duties; it will pay fully and timely all amounts due in this respect to the tax authorities; and it will keep the TSO safe from any claim from the tax authorities in respect to customs duties.

### 9.3 Transmission System Operator warranties

The TSO hereby warrants to the Network User that:

- (a) it holds any and all licenses, permits, authorisations and rights required under applicable law to operate the Transmission Grid. It shall take all necessary steps to keep the required licenses, permits, authorisations and rights during the entire Contract Period as of the Start Date.
- (b) it holds any and all licenses, permits and authorisations required under applicable law to provide Transmission Services and that it shall use all reasonable endeavours to maintain such licenses, permits and authorisations during the Contract Period as from the Start Date,
- (c) that all Natural Gas (re)delivered by the TSO to the Network User at the Connection Point is free from all liens, claims, assessments and encumbrances of any kind or nature.

## 10. LIABILITY

### 10.1. General

Except for wilful misconduct (Dutch: '*opzettelijke fout*'; French: '*faute intentionnelle*'), in case of contractual liability or extra-contractual liability, or in case of a concurrence between a contractual and extra-contractual liability, Article 10 shall apply to all circumstances under which a Party and/or its Affiliated Companies may be held liable for damages arising out the present Standard Transmission Agreement.

Damages from one Party towards the other Party shall be limited to Direct Material Damages which have a causal link with the fault(s) and amounts determined in Article 10.2 of the present attachment. Any other damages, such as loss of use, loss of income, loss of production, loss of profit or interest and any indirect material or immaterial damages are expressly excluded.

### 10.2. Damages

Without prejudice to the tariff supplements possibly due, a Party's maximum liability for the damages sustained by a Party towards the other Party shall be limited:

- a) in respect of a liability arising out of all Transmission Services with the exception of ZTP Trading Services
  - (i) in the event of a liability caused by gross negligence (Dutch: '*grove nalatigheid*' or '*grove fout*'; French: '*négligence grave*' or '*faute grave*') or wilful misconduct (Dutch: '*opzettelijke fout*'; French: '*faute intentionnelle*'), per event to five percent (5%) and per Contract Year to ten percent (10%) of the invoiced fees (Total Monthly Fee(s)) for the Services subscribed by Network User, with the exception



of ZTP Trading Services, over the previous twelve (12) Months, without such limitation in both cases being less than fifty- thousand Euros (EUR 50,000) or more than two million five hundred thousand Euros (EUR 2,500,000); and,

(ii) in all cases other than Article 10.2(a)(i), per event to five percent (5%) and per Contract Year to ten percent (10%) of the invoiced fees (Total Monthly Fee(s)) for the Services subscribed by the Network User, with the exception of ZTP Trading Services, over the previous twelve (12) Months, without such limitation in both cases being less than fifty- thousand Euros (EUR 50,000) or more than one million five hundred thousand Euros (EUR 1,500,000); and,

(iii) in any case per event to five million Euros (EUR 5,000,000) for all claims from the Network User and all Other Network Users who have incurred damages in respect of this event. In the event the total amount claimed by the Network User and all Other Network Users for this single event exceeds five million Euros (EUR 5 000 000), this five million Euros (EUR 5 000 000) shall be distributed between Network User and the Other Network Users involved on a prorated basis, based on the Services, with the exception of ZTP Trading Services, they each subscribed to over the previous twelve (12) Months.

b) in respect of a liability arising out of ZTP Trading Services: in case of gross negligence or wilful misconduct, the damages paid by a Party to another Party during any calendar year shall in no case exceed five (5) times the ZTP Trading Services fees paid by the Network User during the last calendar year preceding the calendar year in question.

### 10.3 Third party claims

10.3.1 Each Party shall indemnify, hold harmless and defend the other Party from and against any claim, demand, cause of action, expense or liability whatsoever (including, but not limited to the costs of litigation, and whether arising in contract or otherwise), from or in respect of any third party, arising out the Standard Transmission Agreement and/or Services Confirmations.

10.3.2 For the avoidance of doubt, a Party cannot be held liable towards another Party for damages incurred by the Final Customer or the Adjacent TSO, as the case may be, for which such Final Customer or such Adjacent TSO is already indemnified by the first named Party.

10.3.3 The TSO shall not be held liable for the consequences of Allocation Agreement which has not been signed by the Network User or the Final Customer/Producer. Network User(s) having subscribed Transmission Services at an End User Domestic Point, but not having signed the Allocation Agreement defends, holds harmless and indemnify the TSO from and against any claim regarding the provisional allocations of the End User or of the other Network User(s) involved at such End User Domestic Point.

## 10.4 Waiver of recourse

- 10.4.1 Concerning death and/or personal injury or illness of a member of personnel of one of the Parties and except for gross negligence or wilful misconduct, the Parties mutually waive all claims they may have against each other for such damages caused to their member of personnel or proxy holder.
- 10.4.2 The Parties shall do all that is necessary so that the waiver of recourse referred to in Article 10.4.1 of this attachment and waiver of all rights of recourse or subrogation against the other Party shall be accepted by their respective insurers.

## 11. FORCE MAJEURE

- 11.1 The term "Force Majeure" shall mean any unforeseeable and insurmountable event beyond the control of a Party acting in accordance with the standards of a reasonable and prudent person, and which temporarily or definitively makes impossible for such Party to fulfil any obligation under this Standard Transmission Agreement.
- 11.2 A Party claiming relief on account of Force Majeure shall:
- (i) forthwith notify the other Party of the event constituting Force Majeure and shall furnish all available information on the cause of the event and estimate the time required to remedy the Force Majeure situation. The Party claiming Force Majeure shall keep the other Party informed on a regular basis of the status of the situation of the event of Force Majeure; and,
  - (ii) forthwith take all reasonable practicable steps to minimize the consequences of the Force Majeure and to limit the damage caused thereby.
- 11.3 If within one month as from the notification referred to in Article 11.2 of this attachment the Parties do not agree to accept the event as Force majeure, either Party may invoke Article 19 or 20 of this attachment.
- 11.4 The following events could, as the case may be, constitute Force Majeure, without being limited thereto : forces of nature, strikes, acts of Government or any governmental authority or representative thereof (whether or not legally valid), non-obtention or non-renewal in due time of any authorisations or licences in case such non-obtention or non-renewal is not attributable to any delay caused by a Party requesting such authorization or license or other fault on the part of the requesting Party, refusal by the authorities to maintain any authorisations or licences, hostile attacks, wars, insurrections, riots, landslides, fires, floods, earthquakes, explosions, breakage or accidents to any transportation facilities or other plant or equipment necessary for off taking or using the Natural Gas, Force Majeure claimed by the Balancing Operator impacting the provision of the Transmission Services.

Any labour dispute shall be settled at the sole discretion of the Party having such dispute.

- 11.5 a) Without prejudice to Article 10 of this attachment, the TSO shall have the right, when invoking Force Majeure, to proceed to an interruption and such interruption shall be applied to Network User and the other Network Users *pro rata* the subscribed Capacities.
- b) If a Party is affected by Force Majeure and the event is recognized as Force Majeure either by the other Party either in application of Article 19 or 20 of this attachment, the Total Monthly Fee(s) according to attachment A of the Access Code for Transmission shall continue to be due by the Network User during the first three (3) Months after the Force Majeure has been notified in accordance with Article 11.2 of this attachment, however with a reduction of five (5) percent. For the avoidance of doubt, the Network User is in no case released of its other obligations.
- c) If after expiry of the three (3) Month period, it is established that the Force Majeure is irreparable and if this has been accepted either by the Parties, or by applying Article 19 or 20 of this attachment, the Parties shall be immediately released without any indemnity of all obligations arising out the Services Confirmation(s) to the extent these were affected by the Force Majeure except for the obligation to notify the Force Majeure in accordance with Article 11.2 of this attachment.
- d) If after expiry of the three (3) Month period, the Force Majeure is reparable, the Fee(s) for the part of the capacity which is affected by the Force Majeure shall be suspended until the end of the Force Majeure.
- 11.6. Without prejudice to Articles 11.1 to 11.5, in case an Adjacent TSO invokes force majeure on Cross Border Capacity, this shall automatically constitute Force Majeure applicable to the associated Cross Border Delivery Service under this Standard Transmission Agreement.

## 12. INCIDENTS

Without prejudice to Article 11 of this attachment, and in accordance with attachment F of the Access Code for Transmission, in case of an incident compromising the safe and efficient operation of the transmission grid and/or the system integrity, urgent measures shall be taken by TSO which can consist inter alia of, without being limited to an interruption and/or reduction of the Transmission Services. The Network Users affected by the interruption and/or reduction and the CREG shall be informed by the TSO of the event and the estimated duration, according to the reporting obligations described in attachment F of the Access Code for Transmission.

The Plan for Incident Management is included in attachment F of the Access Code for Transmission.

## 13. EMERGENCY

The TSO may take all measures it deems necessary to guarantee the safety and system integrity of the Transmission Grid in case of Emergency. If it deems it necessary, the Transmission System Operator can activate the Plan for Incident Management included in attachment F of the Access Code for Transmission.

## 14. CREDITWORTHINESS

### 14.1 Creditworthiness Requirements

14.1.1 In order to secure the Network User's due performance of this Agreement, the Network User shall:

- (i) either submit a collateral in the form of a Bank Guarantee or in the form of a cash deposit in accordance with Article 14.2; or,
- (ii) at the latest five (5) Business Days before the Services Start Date:
  - a. have a credit rating which corresponds to a rating, for the Network User's long term unsecured and non-credit enhanced debt obligations, of not less than BBB+ by Standard & Poor's Rating Services or Fitch Ratings or not less than Baa1 by Moody's Investor Services; or
  - b. provide an unconditional and irrevocable parent company guarantee of its Parent Company, which has an credit rating not lower than BBB+ by Standard & Poor's or Fitch rating, or not lower than Baa1 by Moody's.

The Network User must demonstrate annually at the latest each 1<sup>st</sup> of January that the Network User or its Parent Company still meets the requirements of an acceptable credit rating; or,

- (iii) for whom the average Monthly Capacity Fee (estimated for the following twelve (12) Months) exceeds seven hundred and fifty thousand (750 000) EUR, have, at the latest five (5) Business Days before the Services Start Date an equity base of at least sixty (60) times the anticipated amount of the Network User's Total Monthly Fee(s).

The Network User must demonstrate annually at the latest each 1<sup>st</sup> of January that it still has a sufficient equity base.

14.1.2 Notwithstanding Article 14.1.1. of this attachment, the Network User shall have to provide a collateral in accordance with Article 14.2 of this attachment if the Network User has made a payment with a delay after the Due Date of more than:

- (i) twenty (20) Business Days once in the past twelve (12) Months; or,
- (ii) ten (10) Business Days twice in the past twelve (12) Months;

14.1.3 The TSO may before the signature of the relevant contract request the Network User to demonstrate that it is complying with the Creditworthiness provisions as well as to comply with the "Know Your Customer" requirements established by the TSO in consultation with the CREG. Once the Agreement has duly entered into force, TSO may assess at any time the compliance of the Network User with the "Know Your Customer" requirements and may request the Network User to demonstrate its compliance with the Creditworthiness provisions and "Know Your Customer" requirements. In case the Network User fails to demonstrate compliance within twenty (20) Business Days, the Services shall be suspended automatically and as of right by the TSO, and Article 16.2.2 of this attachment shall apply.

## **14.2. Collateral**

### **14.2.1 Principle**

The Network User who has to provide a collateral pursuant to:

- (i) Article 14.1.1 of this attachment must, five (5) Business Days before the Services Start Date, or latest prior to the start of the Services for Services with a duration less than thirty (30) days, submit a collateral in the form of a cash deposit in accordance with Article 14.2.3(i) or in the form of a Bank Guarantee in accordance with Article 14.2.3(ii); and
- (ii) Article 14.1.2 of this Attachment must submit a collateral ten (10) Business Days after the Network User was informed by the TSO.

### **14.2.2 Amount of the collateral**

The amount of the collateral is the sum of:

- (i) The Monthly Capacity Fee of the Network User for the following two (2) months; and
- (ii) The part of the Monthly Capacity Fee for Transmission Services of the previous month (M-1) subscribed during that month

rounded upwards to the first thousand Euros (EUR 1,000).

### **14.2.3 Form of Collateral**

When the Network User has to submit a collateral according to Articles 14.1.1 and 14.1.2, the Network User can choose to submit such collateral in one of the following forms (or a combination of such forms):

- (i) A cash deposit on a bank account of the TSO. Such deposit in cash shall accrue a monthly interest at the average three (3) Month EURIBOR rate (set by reference to Reuters) for that Month minus ten (10) base points. The interest will be exclusively for the benefit of the Network User;

or

- (ii) an unconditional and irrevocable Bank Guarantee issued by a bank approved by the Financial Services & Markets Authority (or by an equivalent body in one of the Members States of the European Union) and which has a credit rating as specified in Article 14.1.1(ii). The Network User must demonstrate annually at the latest each 1<sup>st</sup> of January that the financial institution, or the equivalent body, still meets the requirements stipulated in this Article, has extended the Bank Guarantee's term and has amended the amount in accordance with Article 14.2.2.

14.2.4 If, during the Contract Period, the Network User no longer meets the requirements stipulated in Article 14.2.1, 14.2.2, 14.2.3 and 14.1.1(ii) and (iii) of this attachment, it must immediately notify the TSO hereof. If during the Contract Period the Network User has to provide a Collateral in accordance with the Article 14.1.2, the TSO shall notify the Network User hereof.

As from the receipt of the demand notice sent by the TSO for non-compliance with Article 14 of this attachment, the Network User shall have twenty (20) Business Days in order to submit a (new) collateral meeting the requirements of Article 14.2.1, 14.2.2 and 14.2.3. If upon expiry of this period, the Network User has not submitted a (new) collateral, the Services will be suspended automatically and as of right and Article 16.2.2 of this attachment shall apply.

14.2.5 If the invoices are not paid on the Due Date or on the day of payment specified in the last paragraph of article 6.6, and within fourteen (14) calendar days from the receipt by the Network User of a formal notice hereto sent by the TSO, the TSO may call upon the collateral for all amounts then outstanding. In the event that the TSO calls upon the collateral, the Network User must, within the following twenty (20) Business Days, replenish the collateral to the level determined in Article 14.2.2. If the Network User fails to do so, the Services will be suspended automatically and as of right by the TSO and Article 16.2.2 of this attachment shall apply.

14.2.6 If the Network User, after having been exempted from the obligation to provide a collateral pursuant to Article 14.1.1 (ii) or (iii), has not paid the invoices on the Due Date or on the day of payment specified in the last paragraph of article 6.6, the TSO shall send to the Network User a final demand to pay such invoice(s) within fourteen calendar days after receipt of such final demand to pay. In case the Network User fails to make the payment within this 14 calendar day term, the Services shall be suspended automatically and as of right by the TSO, and Article 16.2.2 of this attachment shall apply.

## **15. TERM AND TERMINATION OF THE AGREEMENT**

### **15.1. Term and duration of the Agreement**

The Standard Transmission Agreement shall enter into force on the Start Date of this Standard Transmission Agreement and shall be effective for an undetermined term.

## **15.2. Termination of the Agreement by the Network User**

The Network User may terminate this Agreement by giving prior written notice to the TSO to the extent that all Services subscribed under this Agreement were terminated in accordance with Article 16 of this attachment.

## **16. TERM, TERMINATION AND SUSPENSION OF SERVICES**

### **16.1. Term of Services**

Each Service Subscribed by Network User under this Agreement shall have a Service Period as set out in the relevant Services Confirmation. Any Service subscribed for a determined term shall automatically end at the end date set out in the Services Confirmation. The list of Services and their associated Service Periods can be found in Appendix B of the Access Code for Transmission.

### **16.2. Suspension of Services by the TSO**

- 16.2.1. The Services may be suspended, as the case may be, in accordance with Articles 8, 11, 12, 13 and this Article 16 of this attachment and Articles 103 and 104 of the Code of Conduct.
- 16.2.2. In case of default of the Network User to fulfil any of its obligations under Articles 6 or 14 of this attachment, the Services will be suspended automatically and as of right. The TSO shall be entitled to re-allocate Services to another Network User according to the Service Allocation Rules specified in the ACT – attachment B. To the extent that the corresponding Services have not been reallocated, the Network User remains liable for the amounts to be invoiced for such suspended Services. The suspended Services shall be reactivated within two (2) Business Days as from the payment of all of the amounts due to the TSO. The Network User will be informed by the TSO of this within these two (2) Business Days.
- 16.2.3. When a Network User has subscribed Service(s) for which a Balancing Agreement has to be concluded pursuant article 6 of the corpus of this Agreement and as long as the Balancing Operator has not confirmed to the TSO that the Network User has signed a Balancing Agreement, the Network User may not use these subscribed Service(s). Accordingly, the subscribed Services are automatically and legally suspended by the TSO, it is being understood that the Network User remains liable for the amounts to be invoiced for such suspended Service(s). The TSO will, using the appropriate form as published on the Fluxys Belgium website, immediately inform the Network User in writing.

Upon written notification by the Balancing Operator to the TSO that the Network User has concluded a Balancing Agreement for this Suspended Service(s), the TSO will activate this suspended Service(s) within one (1) Business Day. The TSO will immediately notify the Network User of the activation of these suspended Service(s) using the appropriate form as published on the Fluxys Belgium website.

Concerning these suspended Service(s), the TSO will be entitled to assign the relevant suspended Service(s) in whole or in part to another Network User using the Service Allocation Rules in the Access Code for Transmission, after having first notified the Network User one month in advance. To the extent that the Service(s) are not otherwise assigned, the Network User remains liable for the amounts invoiced for this suspended Service(s).

- 16.2.4. As soon as the Balancing Operator notifies the TSO in writing of the non-compliance with the obligations of the Network User within his Balancing Agreement concluded with the Balancing Operator, or of the termination, dissolution or nullity of the Balancing Agreement, the TSO may suspend with immediate effect all or part of the Services. The TSO will, using the appropriate form as published on the Fluxys Belgium website, immediately inform in writing the Network User of the suspension of the aforementioned Service(s).

After written notification by the Balancing Operator to the TSO that the Network User in the context of his Balancing Agreement with the Balancing Operator complies with all his obligations or, as applicable, has concluded a Balancing Agreement with the Balancing Operator, the aforementioned suspended Service(s) will be reactivated by the TSO within one (1) Business Day. The TSO will, using the appropriate form as published on the Fluxys Belgium website, immediately inform in writing the Network User of the reactivation of the aforementioned suspended Service(s).

If the aforementioned Services have been suspended for more than one month with the application of article 16.2.4, the TSO shall be entitled to re-allocate all or part of the suspended Services to another Network User according to the Service Allocation Rules specified in the Access Code for Transmission. To the extent that the suspended Services have not been allocated to another Network User, the Network User shall remain liable for the amounts invoiced for the suspended Services not assigned to other Network Users.

### **16.3. Termination of Services by Network User**

a) Network User shall be entitled to early terminate a Service under the following conditions:

- (i) For a Service subscribed for a determined term
  - (a) with a remaining duration equal to or less than one (1) year: at any time subject to prior written notice and payment to the TSO of a termination indemnity corresponding to 100% (one hundred percent) of the amounts still to be invoiced for such Service until the end date set out in the Services Confirmation (Service fee calculated in accordance with attachment A of the Access Code for Transmission);



For the Domestic Points, if the TSO can partly or wholly sell the duly terminated Service on the primary market to another Network User, only for the sold part and the period thereof, the corresponding amount shall be reimbursed by the TSO to the Network User having terminated such Service early.

- (b) with a remaining duration exceeding one (1) year: at any time subject to prior written notice and payment to the TSO of a termination indemnity corresponding to 95% (ninety-five percent) of the amounts still to be invoiced for such Service until the end date set out in the Services Confirmation (Service fee calculated in accordance with attachment A of the Access Code for Transmission).

For the Domestic Points, if the TSO can partly or wholly sell the duly terminated Services on the primary market to another Network User, only for the sold part and the period thereof the corresponding amount shall be reimbursed by the TSO to the Network User having terminated such Service early.

- (ii) For a Service subscribed for an undetermined term: at any time subject to six (6) Months' prior written notice to the TSO.

b) No indemnity shall be due by the Network User to the TSO in the event of early termination of a Service due to the Final Customer stopping its activities at the relevant Domestic Point, provided that the Network User communicates in writing to the TSO the written agreement between the Network User and the Final Customer establishing that the Final Customer has stopped, totally or partly, its activities in accordance with the Connection Agreement concluded between the TSO and the Final Customer.

c) For a Service with a remaining duration exceeding one (1) year: In case of an increase of the Regulated Tariff for the Service, as applicable at the Reference Date, of more than 10% average per year (but in no case before expiry of a period of three (3) consecutive years) to be calculated since the Reference Date above yearly indexation in the index of consumer prices in Belgium as published by the official Belgian Gazette (French: 'Moniteur belge'; Dutch 'Belgisch Staatsblad') (the "Maximum Tariff"), the Network User is entitled to terminate such Service, subject to written notice to the TSO latest within two (2) months after the publication of the new Regulated Tariffs in the official Belgian Gazette. The Service fee, calculated while using the Regulated Tariffs applicable at the time the TSO was notified of the termination, shall remain due by the Network User for a period of twelve (12) Months starting from the date of publication of the Regulated Tariff.

## 17. MISCELLANEOUS

### 17.1. Notices

Unless otherwise expressly stated, communications, requests and notices provided for in this Agreement shall be made in writing and shall be deemed to have been duly and

timely given if delivered to the other Party or sent to the other Party, by post, by airmail letter or by e-mail, in accordance with Article 6 of the Standard Transmission Agreement.

## **17.2. Confidentiality**

17.2.1 The TSO shall safeguard the confidentiality of commercially sensitive information in compliance with the relevant regulations.

17.2.2 This Agreement and all information obtained hereunder by one Party from the other Party shall be treated as confidential.

If, and only to the extent that, such disclosure is required for the proper performance of their operations or work in relation to this Agreement, such confidential information may be disclosed to employees, agents, contractors, consultants, the customers, sellers of the Natural Gas, Balancing Operator and other Network Users. In such case, such disclosing Party shall cause its employees, agents, contractors, consultants, customers, sellers of the Natural Gas and Other Network Users to treat the information in accordance with the provisions with regard to confidentiality.

The Parties shall exercise due precaution to avoid improper disclosures of confidential information.

For clarification, the Electronic Data Platforms of the TSO and the Balancing Operator will not exchange information.

17.2.3 A Party shall not disclose confidential information to any third party without the prior written consent of the other Party unless such disclosure is reasonably required in connection with a bona fide assignment of an interest in this Agreement, the borrowing of funds, obtaining of insurance, sale of securities and/or in connection with required reporting and applications to relevant governmental agencies, including amongst others the CREG.

However, Parties may, without such consent, disclose confidential information obtained hereunder to their Affiliated Company(ies), provided that such disclosure is subject to the first paragraph of this Article 17.2. In such case, the disclosing Party shall ensure that its Affiliated Company shall execute written undertakings as to confidentiality.

17.2.4 This confidentiality obligation under this Article 17.2 shall not apply to information:

- (i) which is publicly available at the time it is made available to the receiving Party or subsequently becomes generally available to the public other than as a result of (improper) disclosure or other act or omission by the receiving Party or any of its employees, representatives, contractors, consultants, customers, sellers of Natural Gas and other Network Users, or otherwise contrary to its confidentiality obligations;

- (ii) which was available (as can be demonstrated by its written records) to the receiving Party, any of its employees, representatives, contractors, consultants, customers, sellers of Natural Gas and other Network Users, prior to the supply of such confidential information by the other Party, and which is free of any restrictions as to its use for disclosure; or,
- (iii) which the relevant Party is required by law, regulation, court order or by the requirements of any regulatory or other authority to disclose.

In case of such disclosure, the disclosing Party must immediately inform the other Party.

17.2.5 With the exception of Article 17.2.4, where disclosure is made to any third party, appropriate safeguards shall be made by the disclosing Party as a prerequisite to such disclosure to prevent said third party from making any further disclosure of such information without the written consent of the Parties.

### **17.3. Information**

The Parties shall at all times provide each other all such information as may be necessary or useful to enable each Party to exercise its rights and to carry out its obligations under this Agreement and in accordance with the Access Code for Transmission, notably attachments A and C1.

Failure to comply with the information obligations shall be sanctioned, as the case may be, under criminal law in accordance with the Code of Conduct.

### **17.4. Network User's Representative**

Network User shall have the right at any time to appoint a representative who may act in its name and on its behalf for the purpose of, inter alia, the following:

- (i) give and receive all statements, notices and information under this Agreement;
- (ii) to exercise Network User's rights concerning measurement and testing;
- (iii) to perform inspections and give approvals according to the provisions of the Access Code for Transmission;
- (iv) to perform Network User's rights as provided under the Access Code for Transmission; and,
- (v) to perform Network User's nominations.

Such appointment shall be notified by the Network User to the TSO. To the extent the TSO has accepted such appointment, tacitly or explicitly, the TSO may rely upon all things done or performed by the Network User's Representative as if the Network User had done or performed same.

### **17.5. Severability**

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, such provision shall be removed from this Agreement and shall be substituted by a valid and enforceable provision after market consultation and formal approval by the CREG pursuant to and in accordance with the applicable regulatory framework, including without limitation the Gas Act and the Code of Conduct.

### **17.6. Survival of rights, duties and obligations**

17.6.1 Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to the other Party or Parties or which thereafter may accrue in respect of any act or omission prior to such termination.

17.6.2 Termination shall not release the Parties from their obligations under Article 17.2 of this attachment, which shall continue in force for a period of three (3) years following termination.

### **17.7. Assignment of Services**

The Network User may assign or transfer any or all of the Transmission Services it has subscribed for under this Agreement if the conditions set out in attachment B of the Access Code for Transmission are met.

### **17.8. Congestion management**

The rules regarding the congestion management are laid down in attachment E of the Access Code for Transmission.

### **17.9 Access to ZTP Trading Services**

The rules regarding the access to ZTP Trading Services are laid down in attachment A of the Access Code for Transmission.

## **18. ILLEGALITY**

If any provision or sub-provision of this Agreement is found to be invalid, illegal or unenforceable, the TSO will change the provision or sub-provision in question in application of Article 7 of the Agreement, to the extent required to make it valid, enforceable and legal. Pending the entry into force of the aforementioned amendment, (i) the provision or sub-provision in question shall be deemed to have been changed as minimum as possible in order to make it valid, enforceable and legal, and (ii) if such amendment is not possible, the provision or sub-provision is deemed to be deleted. Any such change or deletion of a provision or partial provision of this Article 18 will not affect the validity and enforceability of the remainder of the Agreement.

## **19. EXPERTS**

### **19.1. Application**

Whenever in this Agreement any person is to be appointed as an expert (hereinafter "Expert") or any matter is to be referred to an Expert (in accordance with the Code of Conduct) and whenever the Parties agree that a point of dispute between them shall be submitted to an Expert, without prejudice to Article 15/18 of the Gas Act of 12 April 1965 and Article 20 of these General Conditions, provisions of this Article shall apply.

### **19.2. Appointment of a single Expert**

The procedure for the appointment of an Expert shall be as follows:

- a) The Party requesting the appointment of an Expert shall notify the other Party hereof by registered mail, mentioning details of the matter which is proposed to be resolved by the Expert.
- b) Upon receipt of the written request, the Parties shall meet as soon as possible in an endeavour to agree upon the appointment of a single Expert to whom the matter in dispute shall be referred for opinion within five (5) Business Days after such notification.
- c) If the Parties fail to meet or cannot agree on an Expert within five (5) Business Days from the dispatch date of the said registered notice, the most diligent Party will refer the matter either to the President for the time being of the Belgian Centre for Mediation and Arbitration (CEPANI), Brussels, or the President of the Commercial Court in Brussels in accordance with Article 588 of the Belgian Judicial Code, who shall be requested to appoint an Expert. The jurisdictional authority firstly seized (between the President of the CEPANI and the President of the Brussels Commercial Court) shall have exclusive jurisdiction to appoint the Expert.
- d) Once the Expert has been appointed, the most diligent Party shall notify within five (5) Business Days after his/her appointment such Expert of his/her appointment and shall request him/her in writing to indicate, within five (5) Business Days from the date of his/her appointment, whether or not he/she is willing and able to accept the appointment.
- e) If such Expert does not or cannot accept his/her appointment for whatever reason, within the said period of five (5) Business Days then the matter shall again be referred (by either Party) in the manner aforesaid to the President of the CEPINA or the Brussels Commercial Court, unless the Parties commonly agree on the appointment of another Expert. This procedure shall be repeated until an Expert is found who accepts the appointment.

### **19.3. Qualification of Expert**

A person can only be appointed to act as an Expert if he/she is qualified by education, experience and training to determine the matter in dispute.

### **19.4. Conflicting Interest**

Any person appointed as an Expert shall before accepting such appointment fully disclose any interest or duty he/she has or may have which conflicts or may conflict with his/her function under such appointment. The Expert shall also fully disclose any such

interest or duty incurred at any time before he/she gives his/her opinion under such appointment, provided always that no person shall be appointed as an Expert if this person, at the time of appointment, is an employee, agent or representative of either Party or of any Affiliated Company or of any company in which either Party has a direct significant financial interest.

## **19.5. Opinion**

### **19.5.1. Representations, data and information**

Together with the mention that he/she accepts his/her appointment in accordance with Article 19.2, d) of this attachment, the Expert shall invite the Parties to communicate to him/her all evidence and/or information within five (5) Business Days. The Expert may make all other enquiries and require any other evidence as may be necessary for issuing its opinion on the matter. The proceedings shall be conducted in English.

All submissions and information submitted by one Party to the Expert shall also be provided to the other Party.

All information and data submitted to the Expert by any Party as confidential shall be and remain confidential; provided that, if the other Party desires to do so, it may have an internationally recognised independent Expert advisor examine the submitted confidential information and advise said Party professionally without compromising the confidentiality. The expert advisor may under no circumstances be an employee, agent or representative of a Party or an Affiliated Company.

### **19.5.2. Substitution of Expert**

If within a reasonable period (which shall not exceed three (3) months from the sending date of acceptance by an Expert of his/her appointment unless otherwise agreed by both Parties), such Expert shall not have rendered without justification an opinion, then (at the request of either Party) a new Expert may be appointed under the provisions of this Article.

### **19.5.3. Competence**

The Expert shall be deemed not to be an arbitrator. As a result, any applicable law or legislation with regard to arbitration shall not apply to the Expert's appointment, opinion or the procedure according to which the Expert expresses its opinion.

### **19.5.4. Opinion**

Prior to making a final opinion, the Expert shall hear the Parties either orally or in writing. After receipt of all exhibits, the Expert shall make a calendar to make his/her opinion which he/she must comply with unless there must be deviated from such calendar in exceptional circumstances.

The Expert's opinion must be in writing and must be motivated. The opinion will be final but not binding upon the Parties. If the Parties cannot agree on the Expert's opinion, the most diligent Party may submit the dispute to the competent arbitral tribunal or court in accordance with Article 20 of this attachment. As the case may be, the opinion shall be translated into French or Dutch by a sworn translator. Unless otherwise agreed by the Parties, the Expert's opinion shall be admissible in any arbitral or judicial proceeding in which the Parties thereto were parties to the expertise proceedings in which such opinion was issued.

#### **19.5.5. Costs**

Each Party shall bear the costs and expenses of all counsel witnesses and employees retained by it but the costs and expenses of the Expert shall be apportioned equally between the Parties.

## **20. DISPUTES**

**20.1** The Commercial Court of Brussels shall have jurisdiction to settle all claims, disputes and other matters arising out of or relating to this Standard Transmission Agreement which the Parties are unable to resolve by mutual agreement or when a Party does not agree with the opinion of the Expert in accordance with Article 19 of this attachment, subject to the jurisdiction of the settlement authority as foreseen in Article 15/18 of the Gas Act.

Alternatively, a Party may also submit the dispute to arbitration for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed by the International Court of Arbitration of the ICC.

The place of the arbitration will be Brussels, Belgium.

The language of the arbitration will be English.

**20.2** The Parties waive any defence based on sovereign immunity to arbitration, immunity to judicial proceedings to enforce or to aid any such arbitration, and immunity to enforcement and execution of the award or of any judgment entered thereon.

## **21. APPLICABLE LAW**

This Agreement shall be exclusively governed by and construed in accordance with Belgian law.

# ATTACHMENT 3

## GLOSSARY OF DEFINITIONS

### 1. Interpretation of attachment 3

In this attachment:

- all references to an *Article*, unless specified otherwise, are references to a *article* in this *attachment* or in *attachment 2*; references to a paragraph are references to a paragraph in this *attachment*;
- the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this attachment;

### 2. Definitions

Unless the context requires otherwise, the terms below shall have the following meaning in the Standard Transmission Agreement, the Access Code for Transmission and the Transmission Program:

**“Accepted Quantities”** shall mean the quantity of Natural Gas notified by the Network User at a Connection Point or for ZTP Trading Services in accordance with attachment C.1, and accepted by TSO for each hour of a Gas Day, expressed in Kilowatt hour (kWh),).

**“Access Code for Transmission”** or **“ACT”** shall mean the access code for transmission approved by the CREG after consultation of the market and published by the TSO in accordance with the Code of Conduct.

**“Adjacent TSO”** shall mean a party operating a transmission system or an Installation interconnected with Fluxys' Transmission System either directly or by means of a Cross Border Capacity.

**“Affiliated Company”** shall mean a company affiliated to a Party with the meaning of article 11 of the Belgian Company Code.

**“Aggregated Receiving Station”** or **“ARS”** shall mean the virtual receiving station which regroups several receiving stations which connect the Distribution Network to the Transmission Grid.

**“Allocation Agreement”** shall mean the agreement (cfr. Allocation Agreement Form as published on the Fluxys Belgium website) entered into by the TSO, the Network User and the End User and other Network Users, if any, in respect of allocation of quantities taken off or injected by one or more Network Users, at the End User Domestic Point.

**“Allocated Quantities”** or **“Allocation”** shall mean the actual quantity of Natural Gas allocated to a Network User by the TSO for (re)delivery at an Connection Point, or through ZTP Trading Service for each hour of a Gas Day, expressed in Kilowatt hour (kWh).



**“Applicability Statement 2” or “AS2”** shall mean the electronic data interchange protocol, used for the purpose of exchanging contractual data and dispatching information.

**“Auction”** shall mean a process for the allocation of Transmission Services where Network Users are invited to bid for such Transmission Services during a bidding window and in accordance with an allocation algorithm, as described in attachment B of the Access Code for Transmission.

**“Auction Premium”** shall mean the difference between the Clearing Price and the Reserve Price in an Auction.

**“Backhaul”** shall mean the Capacity Type of Transmission Services offered at uni-directional Connection Points in the opposite direction of the physical flow, subject to a resulting net flow in the direction of the physical flow.

**“Balancing”** shall mean the execution by Balancing Operator of the Balancing Services.

**“Balancing Agreement”** shall mean the agreement to be concluded with the Balancing Operator in respect of the Balancing in the BeLux Area as approved by both national regulatory authorities in Luxembourg and Belgium, ILR (“Institut luxembourgeois de Régulation”) and CREG for H-zone and by CREG for L-zone. The Balancing Agreement is published by the Balancing Operator on its website.

**“Balancing Code”** shall mean the document containing the operational balancing rules as approved or validated by CREG for L-zone and by ILR and CREG for H-zone and published by the Balancing Operator on its website.

**“Balancing Operator”** shall mean the party performing the Balancing in the BeLux Area.

**“Balancing Services”** shall mean the services carried out by the Balancing Operator in accordance with the Balancing Agreement and the Balancing Code.

**“Bank Guarantee”** shall mean the financial security on first demand which the Network User shall provide in accordance with Article 14 of this attachment of the Standard Transmission Agreement.

**“BeLux Area”** shall mean the area resulting from the integration of both Luxembourg and Belgian markets and consisting of the H-Zone and the L-Zone.

**“Bundled Capacity”** shall mean a standard capacity product offered on a Firm basis which consists of corresponding Entry and Exit Capacity at both sides of an Interconnection Point.

**“Business Day”** shall mean a day in Belgium, other than a Saturday or Sunday or a public holiday or a ‘bridging day’ for The TSO, as published on The TSO’ website ([www.fluxys.com](http://www.fluxys.com)).

**“Capacity”** shall mean the maximum flow of Natural gas, expressed in cubic meter in normal conditions per time unit or in Energy unit (e.g. Kilowatt-hour) per time unit, to which a Network User is entitled in accordance with the provisions of the STA.

**“Capacity Conversion Service”** shall mean a Transmission Service that enables Network Users holding an unbundled Transmission Service at one side of an Interconnection Point to convert it into bundled Transmission Service as set out in ACT – Attachment A.

**“Capacity Exceedings”** shall mean the Monthly Incentive Fee that is charged to the Network User in case the Allocation exceeds the subscribed Transmission Service, in accordance with the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.

**“Capacity Type”** shall mean the nature of the Transmission Services, which is either Firm, Backhaul, Interruptible or Operational Interruptible.

**“Clearing Price”** shall mean the price of the lowest successful bid in an Auction, if the demand exceeds the offer at the Reserve Price. In all other cases, the Clearing Price shall be equal to the Reserve Price.

**“Creos Luxembourg” or “CREOS”** shall mean the Transmission System Operator of the Transmission Grid in Luxembourg

**“Cross Border Capacity”** shall mean the capacity that Fluxys has subscribed to an Adjacent TSO in order to offer Entry and/or Exit Transmission Services on a Connection Point that is located on the transmission grid of such Adjacent TSO”.

**“Cross Border Delivery Service”** shall mean a Service that is developed in order to commercialize a Cross Border Capacity and which shall be offered and required to be subscribed together (meaning matched in quantity, time and Capacity Type) with an Entry and/or an Exit Service on a Connection Point that is not located on nor physically directly connected to the Fluxys' Transmission System.

**“Checked Metered”** quantity, value or information shall mean any Measured Quantity, value or information verified and validated by TSO for its correctness.

**“Code of Conduct”** shall mean the Royal Decree dated 23 December 2010 on the code of conduct regarding access to transmission grids of natural gas, to the storage installation of natural gas and to the LNG installation, and amending the Royal Decree of 12 June 2001 on general conditions of supply of natural gas and on conditions for granting authorizations for natural gas supply, published in the official Belgian Gazette on 5 January 2011 (French: *‘Moniteur belge’*; Dutch: *‘Belgisch Staatsblad’*), as modified from time to time as the case may be by the CREG.

**“Compatible Gas”** shall mean gas introduced in the Transmission System by Injection that is compliant with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission.

**“Confirmed Quantities”** for a particular Gas Day and for a particular Network User shall mean the quantity of Natural Gas confirmed by the TSO to be scheduled or re-scheduled on Gas Day D, expressed in Kilowatt hour (kWh).

**“Connection Agreement”** shall mean an agreement between the TSO and an End User, for the connection of the End User to the Transmission Grid.

**“Connection Point”** shall mean either an Interconnection Point, either an Installation Point, either a Domestic Point located on the Fluxys Belgium's Transmission Grid or on the transmission grid of an Adjacent TSO. A Connection Point can be either physical or virtual.

**“Contract Period”** shall mean the period as stipulated in Article 15.1 of the General Conditions, attachment 2 of the Standard Transmission Agreement.

**“Contract Year”** shall mean a period of 12 consecutive months starting on the Service Start Date or on an anniversary date of the Service Start Date.

**“CREG”** shall mean the '*Commission pour la Régulation de l'Electricité et du Gaz*' as referred to in the Gas Act.

**“Day”** shall mean a period of twenty-four (24) hours (or twenty-three (23) or twenty-five (25) as the case may be for daylight saving days) beginning at 00:00 hours on each day and ending at 00:00 hours on the following day.

**“Decarbonized Gas”** shall mean Compatible Gas that is decarbonized indirectly (e.g. via carbon capture techniques) as defined in the relevant European directives in force.

**“Dedicated Pressure Reduction Station”** or **“DPRS”** shall mean a pressure reduction station operated by the TSO and dedicated to a Domestic Point.

**“Direct Material Damages”** shall mean damage to tangible property in accordance with Article 10 of attachment 2 of this Agreement.

**“Direct Line”** shall mean a Natural Gas pipeline with no interconnection with the rest of the Transmission Grid, no access to market based balancing, nor to the ZTP Notional Trading Services.

**“Direct Line Service”** shall mean a Transmission Service towards an End User through a Direct Line.

**“Distribution Grid”** or **“Distribution Network”** shall mean, within a defined geographical zone, a series of gas pipelines and associated ancillary equipment, which are needed for the distribution of Natural Gas on a regional or local level.

**“Distribution Network Operator”** or **“DSO”** shall mean the operator of a Distribution Network.

**“Diversion Service”** shall mean a Transmission Service that enables Network Users to divert (part of) its existing unbundled Entry or Exit Services on an Interconnection Point or an Installation Point to another Interconnection Point or Installation Point at the same grid location as set out in ACT – Attachment A.

**“Distribution Domestic Point”** shall mean a Domestic Point connecting a DSO and its Distribution Grid to the Transmission Grid either for offtake or injection.

**“Domestic Point”** shall mean a Connection Point connecting the TSO Transmission Grid either to an End User (“End User Domestic Point”), either to a Distribution Network (“Distribution Domestic Point”).

**“Due Date”** shall mean the latest Day by which an invoice, rendered within the framework of article 6 of attachment 2 of the Standard Transmission Agreement, needs to be paid being thirty (30) Days after receipt the invoice.

**“EASEE-gas”** shall mean the European Association for the Streamlining of Energy Exchange-gas. EASEE-gas's aim is to support the creation of an efficient and effective European gas market through the development and promotion of common business practices (CBPs) that intend to simplify and streamline business processes between the stakeholders.

**“EDIG@s”** shall mean the Electronic Data Interchange, used for the purpose of exchanging contractual data and dispatching information.

**“Electronic Booking System”** shall mean an electronic platform via which Transmission Services can be subscribed.

**“Electronic Data Platform”** shall mean the data platform of the TSO as described in the Access Code for Transmission (ACT - attachment G), by which information is made available to the Network User.

**“Emergency”** shall mean (i) situations resulting from an event of Force majeure and requiring to take exceptional and temporary measures to repair the consequences of the emergency to guarantee the safety and system integrity of the Transmission Grid or the public security, or (ii) situations resulting from an event which, even if it does not constitute an event of Force Majeure, requires the TSO to take exceptional, urgent or interim measures to guarantee the safety and system integrity of the Transmission Grid or the public security.

**“End-of-Day”** shall mean at the last hour of the Gas Day.

**“End User”** shall mean a Final Customer or Local Producer directly connected to the Transmission Grid.

**“End User Domestic Point”** shall mean a Domestic Point which connects an End User directly to the Transmission Grid either for offtake (Final Customer) or Injection (Local Producer)

**“Energy”** shall mean the energy calculated from a volume under normal conditions multiplied by the GCV and expressed in Kilowatt-hour or multiples hereof

**“Entry Service”** shall mean Transmission Service which enables the Network User to have Natural Gas transmitted from an Connection Point or a Domestic Point into the Transmission Grid.

**“Exit Service”** shall mean Transmission Service which enables the Network User to have Natural Gas transmitted from the Transmission Grid to a Connection Point.

**“Expert”** shall have the meaning as defined in Article 19 of attachment 2 of the Standard Transmission Agreement.

**“Final Customer”** shall mean any person or company who off-takes Natural Gas at the Domestic Point for its own consumption.

**“Firm”** shall mean Capacity Type that is, subject to the terms and conditions of the Standard Transmission Agreement, contractually guaranteed as uninterruptible by the TSO.

**“Firm Capacity”** shall mean Natural Gas transmission Capacity contractually guaranteed as uninterruptible by the TSO according to this Agreement.

**“Firm Services”** shall mean Transmission Services offered by the TSO in relation to Firm Capacity.

**“Force Majeure”** shall have the meaning as defined in Article 11 of attachment 2 of the Standard Transmission Agreement.

**“Gas Act”** shall mean the Belgian Gas Law concerning the transportation of gaseous and other substances by pipeline of 12 April 1965, as amended from time to time.

**“Gas Allocation”** shall mean the part, expressed in kWh for an hour, of the Natural Gas flow on a Connection Point, which is allocated to the Network User, based on the Gas Allocation Rules.

**“Gas Allocation Rule”** shall mean the rule for the Allocation of the Metered Quantity of Natural Gas amongst the Network Users that are active on the considered Point.

**“Gas Day”** shall mean the period from 5.00 UTC to 5.00 UTC the following day for winter time and from 4.00 to 4.00 UTC the following day when daylight saving is applied.

**“Gas Month”** shall mean the period that starts at 06:00 hours (Belgian time) on the first Day of each month and that ends at 06:00 hours (Belgian time) on the first Day of the next month.

“**Gas Quarter**” shall mean the period that starts at 06:00 hours (Belgian time) on the first Day of each quarter and that ends at 06:00 hours (Belgian time) on the first Day of the next quarter.

“**Gas Price**” shall mean the Gas Price as defined in Attachment A of the Access Code for Transmission.

“**Gas Year**” shall mean the period of 365 or 366 Gas Days, as the case may be, beginning at October 1st at 06:00 hours (Belgian time) and ending at October 1st 06:00 hours (Belgian time) of the next year.

“**General Conditions**” or “**GC**” shall mean the general conditions as set forth in attachment 2 of the Standard Transmission Agreement.

“**GigaWatt-hour**” or “**GWh**” shall mean one million (10<sup>6</sup>) Kilowatt-hour.

“**Gross Calorific Value**” of “**GCV**” shall mean that quantity of heat expressed in Kilowatt-hour produced by the complete combustion of one (1) normal cubic metre of Natural Gas at twenty-five (25) degrees Celsius and an absolute pressure of one decimal zero one three two five (1.01325) bar with excess air at the same temperature and pressure as the Natural Gas when the products of combustion are cooled to twenty-five (25) degrees Celsius and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapor as the Natural Gas and air before combustion.

“**H Zone**” shall mean the zone within the BeLux Area, consisting of the Points which are located on transmission grid of Creos Luxembourg or on the high-calorific Transmission Grid of the TSO either connected with a neighbouring Transmission System Operator or with an Installation Point or with an End User.

“**Injection**” shall mean the physical injection of gas at a Domestic Point that shall be metered on an hourly basis (Telemetered quantities). It goes over the injection of Compatible Gas or, where applicable, the injection of Quality Deficient Gas that is blended, with the Natural Gas flowing into the Transmission System, in such a way that the mix results in a Compatible Gas.

“**Installation**” shall mean a technical facility connected to a gas transmission system such as, but not limited to, gas storage facility, LNG storage and regasification plant, gas quality treatment facility. For the avoidance of doubts, a Domestic Point is not considered as an Installation.

“**Installation Point**” shall mean a Connection Point connecting the Fluxys Belgium entry-exit system with an Installation .

“**Interconnection Agreement**” defines the agreement established between the TSO and the Adjacent TSO whose systems are connected at a particular Interconnection Point.

**“Interconnection Point”** shall mean a Connection Point connecting the Fluxys Belgium entry-exit system with an adjacent entry-exit system, with an interconnector, with a supply source or with a consumption area.

**“Interruptible”** shall mean the Capacity Type of Transmission Services on the Transmission Grid that may be interrupted by the TSO in accordance with the conditions applicable in the Standard Transmission Agreement.

**“Interruptible Capacity”** shall mean Natural Gas transmission Capacity that may be interrupted by the TSO in accordance with the conditions applicable in the Standard Transmission Agreement.

**“Interruptible Services”** shall mean Transmission Services offered by the TSO in relation to Interruptible Capacity.

~~“Joule” or “J” shall be identical with the definition of the derived “SI unit of quantity of heat J” as defined in ISO 1000 SI units and recommendations for the use of their multiples and of certain other units.~~

~~“Kelvin” or “K” shall be identical with the definition of the “SI base unit Kelvin” as defined by the thirteenth Conférence Générale des Poids et Mesures at Paris, France in 1967.~~

**“Kilowatt-hour” or “kWh”** shall mean three decimal six million (3.6 10E6) Joule

**“Know Your Customer”** – TSO policy verifying the identity of the candidate network user and assessing its professional reliability, along with the potential risks of fraudulent intentions or performing illegal acts in connection with the Services. It includes but is not limited to the trading history and track record, financial health check and reputational information publicly available and can be updated from time to time.

~~**“L/H Capacity Switch Service”** shall mean a Transmission Service that is offered to Network Users in the framework of the physical conversion of the L-gas network to the H-gas network that enables Network Users to convert its existing eligible unbundled Entry Services from one L-gas Interconnection Point into (un)bundled Entry services on a H-gas Interconnection Point or Installation Point and to convert its existing eligible unbundled Exit Services from one L-gas Interconnection Point into (un)bundled Exit services on another L-gas Interconnection Point as set out in ACT – Attachment A.~~

**“L Zone”** shall mean the zone within the BeLux Area, consisting of all the Points which are located on the low-calorific Transmission Grid of the TSO either connected with a neighbouring Transmission System Operator or with an Installation Point or with an End User.

**“Local Producer”** shall mean any person or company that performs Injection of Compatible Gas at a Domestic Point.

“**m<sup>3</sup>(n)**” or “**cubic meter in base conditions**” shall mean the volume of one (1) cubic meter of Natural Gas, free of water vapor, at zero (0) degrees Celsius and at an absolute pressure of one, decimal zero one three two five (1.01325) bar (= normal conditions).

“**m<sup>3</sup>(n)/h**” shall mean m<sup>3</sup>(n) per hour as defined in section 1.2 of the Belgian Gas Act.

“**Match**” shall have the meaning given to that expression in the Operating Procedures (ACT - attachment C.1).

“**Matching Process**” shall mean the process of comparing and aligning Processed Quantities of Natural Gas for Network Users at both sides of a specific Interconnection Point and other relevant Connection Points, which results in Confirmed Quantities for the Network Users.

“**Maximum UK Wobbe**” shall mean the maximum Wobbe of 15,05 kWh/m<sup>3</sup>(n), as can be amended from time to time.

“**Metered Quantity, value or information**” shall mean Telemetered quantity, value or information.

“**Metering Procedures**” shall mean the procedures as provided for in the Access Code for Transmission (ACT - attachment D).

“**Mismatch**” shall have the meaning given to that expression in the Operating Procedures (ACT - attachment C.1).

“**Month**” shall mean the period beginning at 00:00 hours (Belgian time) on the first Day of any calendar month and ending at 00:00 hours (Belgian time) on the first Day of the next succeeding calendar month.

“**Monthly Capacity Fee**” shall mean the amounts, invoiced to and payable by Network User on a monthly basis based on the subscribed Transmission Services, invoiced with the Monthly Invoice in accordance with this Standard Transmission Agreement (STA – attachment 2 – Article 6), the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.

“**Monthly Invoice**” shall mean the amounts, invoiced to and payable by Network User on a monthly basis, in accordance with this Standard Transmission Agreement (STA – attachment 2 – Article 6), the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.

“**Monthly Self-billing Invoice**” shall mean the amounts, payable to Network User on a monthly basis, in accordance with this Standard Transmission Agreement (STA – attachment 2 – Article 6), the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.



**“Natural Gas”**: shall mean the fuel consisting mainly out of methane, either in the gaseous state or the liquefied state (liquefied natural gas - LNG) that respects the Specific Requirements as set out in Attachment C4 of the Access Code for Transmission.

**“Network User”** shall mean each natural or legal person having concluded a Standard Transmission Agreement with the TSO for Transmission Services in the Transmission Grid.

**“Network User Balancing Position”** shall mean an hourly value per Zone, per Network User, expressed in kWh, as provided for in the Balancing Code.

**“Nomination”** shall mean the notice of the quantity expressed in Energy per hour, sent by the Network User towards the TSO, notifying the TSO of the quantity the Network User wishes to have transmitted, as provided for in the Operating Procedures (ACT - attachment C.1).

**“Operating Procedures”** (OP) shall mean the procedures as provided for in attachments C.1, C.2, C.3 and C.4 of the Access Code for Transmission.

**“Operational Capacity Usage Commitment” or “OCUC”** shall mean an operational agreement between the Network User and the TSO in the framework of proactive congestion management, consisting of a commitment on the combined use of a given Entry Service at an Interconnection Point with a given Exit Service at another Interconnection Point, to avoid a potential congestion in the Transmission Grid, and without access to the market based balancing model nor to ZTP Notional Trading Services, as provided for in the Access Code for Transmission.

**“Operational Interruptible”** shall mean the Capacity Type of Transmission Services at an Installation Point that can be interrupted by the TSO, in case the Transmission Services are required by the TSO for its own operating purposes.

**“Party”** shall mean the TSO and the Network User as identified in the STA when individually designated.

**“Parties”** shall mean the TSO and the Network User as identified in the STA when collectively designated

**“Primary Market”** shall mean the market of the capacity traded directly by the TSO.

**“Processed Quantities”** shall the quantity of Natural gas determined by the initiating TSO and by the matching TSO, which takes into account the Network User's Nomination or Renomination, interruptions, constraints and contractual provisions as defined under the STA applicable and which is used as the basis for the Matching Process.

**“Quality Conversion Service”** shall mean a Service offered by the TSO at ~~the an~~ Installation Point ~~“Quality Conversion” where Quality Deficient Gaseither H-gas can be injected into the L Zone, either H<sub>2</sub> or L-Gas can be injected into the H Zone.~~ There are two Quality

Conversion Services: the Quality Conversion H→L Service or the Quality Conversion ~~to L→H~~ Service.

**“Quality Conversion H→L Service”** shall mean a Quality Conversion Service provided by the TSO at the Installation Point “Quality Conversion” whereby Natural Gas can be transmitted from the H Zone to the L Zone.

**“Quality Conversion ~~L→to~~ H Service”** shall mean a Quality Conversion Service provided by the TSO ~~that offers the possibility to inject either H<sub>2</sub> or L-gas into the H Zone where it can be blended with H-gas so that the mix is a Compatible Gas. at the Installation Point “Quality Conversion” whereby Natural Gas can be transmitted from the L Zone to the H Zone.~~

**“Quality Deficient Gas”** (QDG) shall mean gas which is not compliant with the Specific Requirements as set out in Attachment C4 of the Access Code for Transmission.

**“Rate Type”** shall mean the type of tariff that is applied to the Transmission Service, based on the period for which the Transmission Service with a determined term is subscribed, as set out in Subscription & Allocation of Services (ACT – attachment B). The Rate Type of a Transmission Service is either Yearly or Seasonal or Short Term.

**“Reasonable and Prudent Operator”** shall mean, as what concerns the TSO and the Network User, the degree of diligence, prudence and foresight reasonable and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions having due consideration to the interest of the other Party under this Agreement .

**“Reference Date”** shall mean the most recent date between (i) the concerned Service Start Date and (ii) the date of entry into force of the Regulated Tariff as applicable as from the starting of the entry/exit model in accordance with the CREG’s decision of 22 December 2011.

**“Regulated Tariffs”** shall mean the tariffs for the connection to and the use of the Transmission Grid, approved by the CREG in accordance with the applicable regulatory and legal framework, including but not limited to, the Gas Act.

**“Regulation EU Nr 994/2010”** shall mean the Regulation (EU) N° 994/2010 of the European Parliament and of the Council of 20 October 2010 concerning measures to safeguard security of gas supply and repealing Council Directive 2004/67/EC

**“Renewable Gas”** shall mean Compatible Gas produced from renewable source as defined in the relevant European Renewable Energy Directive in force.

**“Re-nomination”** shall mean the subsequent reporting of a corrected Nomination.

**“Requested Transmission Services”** shall mean Transmission Services for which a Network User has sent a Service Request, but which have not yet been subscribed.

**“Reserve Price”** shall mean the eligible floor price in an Auction.

**“Seasonal”** shall mean the seasonal Rate Type attributed to a Subscribed Transmission Service as set out in Subscription & Allocation of Services (ACT – attachment B).

**“Secondary Market”** shall mean the market of the Capacity traded otherwise than on the Primary Market.

**“Secondary Market Platform”** shall mean an electronic platform via which Transmission Services can be assigned on the Secondary Market.

**“Service”** or **“Transmission Service”** shall mean a service provided by the TSO in accordance with this Agreement.

**“Service Allocation Rule”** shall mean the rule by which requested Transmission Services are allocated to Network Users during the subscription process, as set out in Subscription & Allocation of Services (ACT – attachment B).

**“Service Request”** shall mean the request sent by a Network User, with the purpose to subscribe to Transmission Services.

**“Service Request Form”** shall mean the form by which Network User can send a Service Request.

**“Services Confirmation”** shall mean Services Confirmation Form for Contracting which becomes effective when Network User accepts it either on paper, either through the Electronic Booking System or through platform(s) developed in the framework of the cooperation with other Transmission System Operators. Any executed Services Confirmation shall become part of the Standard Transmission Agreement and be added in attachment 1 of the Standard Transmission Agreement.

**“Services Confirmation Form”** shall mean the form by which the TSO confirms the binding allocation of the Requested Transmission Services.

**“Service Period”** shall mean the period during which the Network User shall have subscribed any Transmission Services under the Standard Transmission Agreement, which can be a determined term or an undetermined term.

**“Service Start Date”** shall mean, for each subscribed Transmission Service, the start date of such subscribed Transmission Service as specified in the relevant Service Confirmation.

**“Settlement”** shall mean a compensation on the difference between provisional and definitive allocation (ACT – attachment A).

**“Short Term”** shall mean the short term Rate Type attributed to a Subscribed Transmission Service as set out in ACT – attachment B.

**“Short Term Service”** shall mean Transmission Services offered by the TSO with a duration contract of less than one year.

**“Specific Requirements”** shall mean the specifications with respect to the composition and physical specifications of Natural Gas as defined in Operating Procedures Specific Requirements (ACT - attachment C.4).

**“Standard Transmission Agreement”** or **“Agreement”** shall mean the Agreement concluded between the TSO and the Network User, including the Service Confirmation (attachment 1), the General Terms and Conditions (attachment 2) and the Glossary of Definitions that can be found in this Attachment (attachment 3).

**“Start Date”** shall mean the date on which this Standard Transmission Agreement enters into force and effect, and which is stipulated in attachment 1 of this Standard Transmission Agreement.

**“Subscribed Transmission Service”** shall mean a Transmission Service that is subscribed by a Network User, in accordance with the subscription process as set out in Subscription & Allocation of Services (ACT – attachment B).

**“Substitution Services”** shall mean the Transmission Services that enable a Network User holding unbundled Transmission Service at an Interconnection Point to convert such Transmission Service into either bundled Transmission Service on the same Interconnection Point or (un)bundled Transmission Service on another Interconnection Point as set out in ACT – Attachment A.

**“Synthetic Gas”** shall mean a Compatible Gas that is not of biological origin but that might still be considered as renewable or low carbon produced from primary materials or sources which are considered not renewable under the European renewable energy directive in force.

**“Telemetered (quantity, value or information)”** shall mean any quantity, value or information, as measured by TSO and transmitted by means of a telemetering system, without any further verification or validation.

**“Total Monthly Fee(s)”** shall mean the sum of the fees invoiced by the Monthly Invoice due under the Standard Transmission Agreement (STA – attachment 2 – Article 6).

**“Total Monthly Self-billing Fee(s)”** shall mean the sum of all the fees invoiced by the Monthly Self-billing Invoice due under the Standard Transmission Agreement (STA – Attachment 2 – Article 6).

**“Transmission Grid”** or **“Transmission System”** shall mean all the infrastructure (including the high pressure transmission grid) needed to provide Transmission Services and which is operated by the TSO.

**“Transmission Program”** shall mean the transmission program approved by the CREG after consultation of the market and published by the TSO in accordance with the Code of Conduct.

**“Transmission System Operator”** or **“TSO”** shall mean the party operating the Transmission System being in Belgium, Fluxys Belgium.

**“Transmission Service”** or **“Service”** shall mean a service provided by the TSO in accordance with this Agreement.

**“Transmission Services Rights”** or **“Maximum Transmission Services Rights”** or **“MTSR”** or **“Capacity Rights”** shall mean Services which Network User has subscribed under and in accordance with this Agreement, for a quantity, expressed in kWh/h, at a Connection Point; and for a certain duration. Its subscription is confirmed in the relevant Services Confirmation.

**“Wheeling Service”** shall mean an operational agreement between the Network User and the TSO in the framework of proactive congestion management, consisting of a commitment on the combined use of a given Entry Service at an Interconnection Point with a given Exit Service offered in the same border station than the Entry Service, to avoid a potential congestion in the Transmission Grid, and without access to the market based balancing model nor to ZTP Notional Trading Services, as provided for in the Access Code for Transmission.

**“Within-Day”** shall mean within every hour of the Gas Day with the exception of the last hour of the Gas Day.

**“Wobbe Index”** shall mean the GCV (Gross Calorific Value) divided by the square root of the relative density of the Natural Gas.

**“Yearly”** shall mean the yearly Rate Type attributed to a Subscribed Transmission Service, as set out in ACT – attachment B.

**“Zeebrugge”** shall be the Interconnection Point on the Transmission Grid, Zone H located in Zeebrugge and where the ZTP Physical Trading Services are offered.

**“Zee Platform Service”** shall mean a Service for transmission between 2 Zee Platform Interconnection Points, as set out in the Access Code for Transmission.

**“Zee Platform Interconnection Points”** shall mean Interconnection Points for which Zee Platform Services are offered.

**“Zone”** shall mean either the L-Zone or the H-Zone.

**“ZTP Notional Trading Services”** shall mean the Services facilitating the trading of gas within a Zone through the transfer of title of gas within a specific Zone (accessible from any Connection Point of the considered Zone).

**“ZTP Physical Trading Services”** shall mean the Services facilitating the trading of gas at Zeebrugge by transfer of title of gas at this location.

**“ZTP Trading Services”** shall mean the ZTP Notional Trading Services and/or the ZTP Physical Trading Services offered by the TSO.