



STANDARD TRANSMISSION AGREEMENT

Nr. NUMBER

GRID USER NAME

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, Huberte Bettonville, Director Commercial Regulated and Pascal De Buck, Chairman of the Executive Board, Chief Executive Officer;

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 “**Grid User**”;

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

TSO and Grid 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 Grid 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 Grid 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 Grid User and the other grid 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 Grid 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 Grid 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 Grid 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 Grid 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 Grid User. By signing this Standard Transmission Agreement, each of TSO and Grid 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

Grid 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 itGrid User. and to use the Notional Trading Services offered by the Fluxys Belgium.

6.7. MODIFICATION OF DOCUMENTS

In accordance with the Code of Conduct, the Standard Transmission Agreement, the Access Code for Transmission and the Transmission Program may be changed from time to time. Such changes, after consultation of the market, shall apply both to existing and future installations and extensions thereof after they have been approved by the CREG and on the date of entry into force as determined by the CREG.

7.8. START DATE

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

8.9. CONTACT DETAILS

8.1. 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 provided for in attachment G of the Access Code for Transmission.

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

8.2. 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:

[●]	[●]
Huberte Bettonville	Pascal De Buck
Director Commercial Regulated	Chairman of the Executive Board
	Chief Executive Officer

For and on behalf of the Grid 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

TABLE OF CONTENT

1. DEFINITIONS
2. OPERATION AND MAINTENANCE OF THE TRANSMISSION GRID
3. SERVICES
4. SERVICES RIGHTS AND OBLIGATIONS
5. SERVICES FEE
6. INVOICING AND PAYMENT
7. MEASUREMENT AND TESTING
8. OPERATING CONDITIONS AND QUALITY REQUIREMENTS
9. WARRANTIES
10. LIABILITY
11. FORCE MAJEURE
12. INCIDENTS
13. EMERGENCY
14. CREDITWORTHINESS
15. TERM AND TERMINATION OF THE AGREEMENT
16. TERM, TERMINATION AND SUSPENSION OF SERVICES
17. MISCELLANEOUS
18. CHANGED CIRCUMSTANCES
19. EXPERTS
20. DISPUTES
21. APPLICABLE LAW

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 Grid 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 Grid 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 Grid User with, and the Grid User shall pay for, the Transmission Services which the Grid 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 Grid 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 and the Total Monthly Self-billing Fee 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 and the Total Monthly Self-billing Fee 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 ~~by the Grid User~~ all taxes, duties or levies of a similar nature imposed ~~on the TSO~~ by any competent authority with respect to or affecting the Transmission Services ~~performed in favour of the Grid User by the TSO~~ 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 Grid User has subscribed to and/or has been allocated at least one (1) Service under this Agreement, the TSO shall on the tenth (10th) Day of each Month (or the next Business Day if the tenth (10th) Day is not a Business Day):

6.1.1 issue an invoice to the Grid User showing:

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

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

- (i) the Total Monthly Self-billing Fee(s), containing the Monthly COM Self-billing Invoice calculated provisionally according to attachment A of the Access Code for Transmission to be paid to the Grid 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 Grid 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 A summary of the consolidated invoices by Due Date shall be communicated to the Grid User each Month, including a summary note indicating the balance to be paid to the TSO or to be reimbursed to the Grid User. For the sake of convenience, the Grid User may choose between:

- the payment of the consolidated amounts as calculated on the summary note or,
- the payment of the Total Monthly Fee(s) to the TSO and the payment by the TSO of the Total Self-billing Monthly Fee(s) to the Grid User.

The Grid User shall notify the TSO by email of his choice failing which the first option shall be applied.

6.3 Invoices may be rendered electronically or by letter or by telefax.

The receipt of the invoice is deemed to have occurred the fifth (5th) 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.

6.5 a) In case of calculation error(s), the Grid 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 Grid 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 Grid User disputes part or all of an invoice for reasons other than calculation error(s), the Grid 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 Grid User and/or the Final Customer in order to establish the invoices and the Grid User and/or the Final Customer have this information available, but the Grid User has not communicated this information so that the TSO is able to render the invoice on the tenth (10th) of each Month (or the next Business Day if the tenth (10th) Day is not a Business Day), the Grid 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 Grid 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 Grid 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 Interconnection Point must comply with the Specific Requirements as set out in attachment C.4 of the Access Code for Transmission. Without prejudice to the UK Compliancy Adjustment Service set forth in attachment A of the Access Code for Transmission, the Natural Gas redelivered by the TSO at the Interconnection Point or Domestic Exit 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 between the Parties and made available as the case may be through the Electronic Data Platform, which will also be used to inform Grid 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 Grid 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 Grid User [towards the Balancing Operator](#), described in ~~attachment A of the Access Code for Transmission~~[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 Grid 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 an Interconnection Point

To the extent that the TSO is aware or should have been aware of the non compliance of the Natural delivered at an Interconnection Point, either because of the notification of such non compliance by the Grid User or the Adjacent TSO, 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 Interconnection Point, the Grid 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 Grid 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 an Interconnection Point, or if the TSO is obliged to accept such Natural Gas to maintain system integrity, the Grid 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.

8.3 Damages incurred by the Grid User arising out of the redelivery by the TSO of non compliant Natural Gas at an Interconnection Point

The TSO is liable towards the Grid User for damages arising out of the redelivery of non compliant Natural Gas at an Interconnection 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 Grid 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 Grid User for any damages incurred by the Grid 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 Grid User arising out of the redelivery of non compliant Natural Gas by the TSO at an Domestic Exit Point

The TSO is liable for damages incurred by the Grid User arising out of the redelivery of non compliant Natural Gas at a Domestic Exit 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 is limited pursuant to the Connection Agreement between the TSO and said Final Customer. For the avoidance of doubt, the TSO cannot be held liable toward the Grid User for damages incurred by the Final Customer for which such Final Customer 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 Grid User's warranties

The Grid 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 Interconnection 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 Grid 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 Grid 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 (Monthly FIX/COM/VAR invoices) for the Services subscribed by Grid 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 (Monthly FIX/COM/VAR invoices) for the Services subscribed by the Grid 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 Grid User and all Other Grid Users who have incurred damages in respect of this event. In the event the total amount claimed by the Grid User and all Other Grid 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 Grid User and the Other Grid 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 Grid 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 Grid User or the Final Customer. Grid User(s) having subscribed Transmission Services at an End User Domestic Exit 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 Grid User(s) involved at such End User Domestic Exit 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 Grid User and the other Grid 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 according to attachment A of the

Access Code for Transmission shall continue to be due by the Grid 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 Grid User is in no case released of its other obligations ~~including amongst others its balancing 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. ~~The Grid User shall use its reasonable endeavours to fulfil its balancing obligations in accordance with attachment A of the Access Code for Transmission.~~

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 Grid 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 Grid User's due performance of this Agreement, the Grid 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 Grid 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 Grid User must demonstrate annually at the latest each 1st of January that the Grid User or its Parent Company still meets the requirements of an acceptable credit rating; or,

- (iii) for whom the average Total Monthly 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 Grid User's Monthly FIX Invoices.

The Grid User must demonstrate annually at the latest each 1st of January that it still has a sufficient equity base.

14.1.2 Notwithstanding Article 14.1.1. of this attachment, the Grid User shall have to provide a collateral in accordance with Article 14.2 of this attachment if the Grid 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 at any time request the Grid User to demonstrate that it is complying with the Creditworthiness provisions.

14.2. Collateral

14.2.1 Principle

The Grid 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 Grid User was informed by the TSO.

14.2.2 Amount of the collateral

The amount of the collateral is ~~the maximum of:~~ the Monthly FIX-Invoices of the Grid User for the following two (2) months rounded upwards to the first thousand Euros (EUR 1,000), ~~and~~ ~~One hundred thousand Euros (EUR 100,000).~~

14.2.3 Form of Collateral

When the Grid User has to submit a collateral according to Articles 14.1.1 and 14.1.2, the Grid 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 Grid 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 Grid User must demonstrate annually at the latest each 1st 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 Grid 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 Grid User has to provide a Collateral in accordance with the Article 14.1.2, the TSO shall notify the Grid User hereof.

As from the receipt of the demand notice sent by the TSO for non-compliance with Article 14 of this attachment, the Grid 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 Grid 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 Grid User of a formal notice hereto sent by the TSO, the TSO may call upon the collateral. In the event that the TSO calls upon the collateral, the Grid User must, within the following twenty (20) Business Days, replenish the collateral to the level determined in Article 14.2.2. If the Grid 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 Grid 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 Grid User a final demand to pay such invoice(s) within fourteen calendar days after receipt of such final demand to pay. In case the Grid 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 Grid User

The Grid 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 Grid User under this Agreement shall have a Service Period as set out in the relevant Services Confirmation. ~~Any~~The Service subscribed for a determined term shall automatically end at the end date set out in the Services Confirmation.

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 Grid User to fulfil its obligations under Articles 6 and 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 Grid User according to the Service Allocation Rules specified in the ACT – attachment B. To the extent that the corresponding ~~capacity rights~~Services have not been reallocated, the Grid 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 Grid User will be informed by the TSO of this within these two (2) Business Days.

16.2.3. When a Grid User has subscribed Service(s) for which a Balancing Agreement has to be concluded pursuant article 6 of the corpus of this Contract and as long as the Balancing Operator has not confirmed to the TSO that the Grid User has signed a Balancing Agreement, the Grid 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 Grid User remains liable for the amounts to be invoiced for such suspended Service(s). The TSO will, in accordance with Appendix G of the Access Code, immediately inform the Network User in writing.

Upon written notification by the Balancing Operator to the TSO that the Grid User has concluded a Balancing Agreement for this Suspended Service(-s), the TSO will activate this suspended Service(s) within 1 business day. The TSO will immediately notify the Grid User of the activation of these suspended Service(s) in accordance with Appendix G of the Access Code.

Concerning these suspended Service(s), the TSO will be entitled to assign the relevant suspended Service(s) in whole or in part to another Grid User using the Service Allocation Rules in the Access Code for Transmission, after having first notified the Grid User one month in advance. To the extent that the Service(s) are not otherwise assigned, the Grid 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 Grid User within his Balancing Agreement concluded with the Balancing Operator, or of the termination, dissolution or nullity of the Balancing Agreement, the TSO ~~will~~ may suspend with immediate effect all or part of the Services ~~pursuant article 6 of the corpus of this Contract~~. The TSO will, in accordance with Appendix G of the Access Code, immediately inform in writing the Grid User of the suspension of the aforementioned Service(s).

After written notification by the Balancing Operator to the TSO that the Grid User in the context of his Balancing Agreement with the Balancing Operator complies with all his obligations ~~and~~ 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 business day. The TSO will, in accordance with Appendix G of the Access Code, immediately inform in writing the Grid 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 Grid 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 Grid User, the Grid User shall remain liable for the amounts invoiced for the suspended Services not assigned to other Grid Users.

16.3. Termination of Services by Grid User

a) Grid 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 Exit Points, if the TSO can partly or wholly sell the duly terminated Service on the primary market to another Grid User, only for the sold part and the period thereof, the corresponding amount shall be reimbursed by the TSO to the Grid 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 Exit Points, if the TSO can partly or wholly sell the duly terminated Services on the primary market to another Grid User, only for the sold part and the period thereof the corresponding amount shall be reimbursed by the TSO to the Grid 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 Grid 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 Exit Point, provided that the Grid User communicates in writing to the TSO the written agreement between the Grid 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 Grid 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 Grid 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, telefax (in which event the telefax shall immediately be confirmed

by letter), 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 Grid Users. In such case, such disclosing Party shall cause its employees, agents, contractors, consultants, customers, sellers of the Natural Gas and Other Grid 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 required for the disclosing Party's proper performance under this Agreement and 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 grid 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 grid 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. Grid User's Representative

Grid 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 Grid 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 Grid User's rights as provided under the Access Code for Transmission; and,
- (v) to perform Grid User's nominations.

Such appointment shall be notified by the Grid 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 Grid User's Representative as if the Grid 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 Grid 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. CHANGED CIRCUMSTANCES

The Grid User acknowledges that regulations regarding Services (including applicable legal provisions and the Access Code for Transmission) may change from time to time, and this without prejudice to Article 16.3 c) of this attachment. If during the term of this Agreement, there is a change of such regulations or legislation, due to a valid decision of the CREG or any other regulatory authority, such change shall automatically and *ipso jure* apply to this Agreement as of the moment such change has entered into force.

If provisions of this Agreement need to be amended following a change in the applicable law or regulation, the TSO shall be entitled to amend or modify this

Agreement after consultation of the Grid Users and after approval of the CREG in accordance with the applicable laws and regulation, in order to render this Agreement compliant with applicable law and regulation.

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 ~~resolved by~~ 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, ~~shall exclusively and finally be settled by the Commercial courts of Brussels or~~ subject to the jurisdiction of the settlement authority as foreseen in Article 15/18 of the Gas Act.

Alternatively, the most diligent Party may, ~~by notice to the other,~~ also ~~refer~~ submit the ~~Dispute~~ dispute to ~~be finally settled by~~ arbitration. ~~Such arbitration shall be conducted in accordance with~~ for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) ~~prevailing and in effect as at the date either Party refers the Dispute to arbitration~~ by three (3) arbitrators. ~~Each Party shall appoint a qualified arbitrator within ten (10) Business Days~~ appointed by the International Court of ~~the respondent's receipt~~ Arbitration of the ~~notice of arbitration.~~ ~~The two arbitrators so appointed shall within ten (10) Business Days of the appointment of the second arbitrator, appoint a third arbitrator, who shall act as the presiding arbitrator. Should an arbitrator fail to be so appointed, then such arbitrator will be appointed in accordance with the Rules~~ ICC.

The place of the arbitration will be Brussels, Belgium.

The language of the arbitration will be English.

~~The arbitrators shall apply the governing law to the interpretation of this Agreement.~~

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.

~~The decision of the arbitration panel shall be motivated and shall be final and binding on the Parties and enforceable in accordance with the rules of the New York Convention of 1958 on the recognition and enforcement of foreign arbitral awards.~~

~~The exequatur of the decision of the arbitrators shall be requested before the courts of Brussels.~~

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 a *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 Grid User at an Interconnection Point, an End User Domestic Exit 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.

“ACT” or **“Access Code for Transmission”** 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”** or **“Distribution Domestic Exit Point”** shall mean the virtual receiving station which regroups several receiving stations which connect the Distribution Network to the Transmission Grid.

“Allocated Quantities” or **“Allocation”** shall mean the quantity of Natural Gas actually (re)delivered by the Grid User at an Interconnection Point, a Domestic Exit Point or through ZTP Trading Service for each hour of a Gas Day, expressed in

Kilowatt hour (kWh), in accordance with the Operating Procedures (ACT - attachment C.1).

“Allocation” or **“Allocated Quantities”** shall mean the quantity of Natural Gas actually (re)delivered by the Grid User at an Interconnection Point, a Domestic Exit Point or through ZTP Trading Service in accordance with the Operating Procedures (ACT - attachment C.1), for each hour of a Gas Day, expressed in Kilowatt hour (kWh).

“Allocation Agreement” shall mean the agreement (cfr. Allocation Agreement Form in attachment G) entered into by the TSO, the Grid User and the End User and other grid users, if any, in respect of allocation of quantities offtaken by one or more Grid Users, at the End User Domestic Exit Point.

“Agreement” or **“Standard Transmission Agreement”** shall mean the Agreement between the TSO and the Grid User, including Services Confirmations (STA - attachment 1) and the General Conditions (STA - attachment 2) and this Glossary of definitions contained in this attachment.

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

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

“Auction” shall mean a process for the allocation of Transmission Services where Grid 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 premium as the result of an Auction, as described in the PRISMA General Terms and Conditions (GT&C’s) in appendix of attachment B of the Access Code for Transmission.

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

“Balancing ~~Incentives~~” shall mean the execution by Monthly Incentive Fee that is charged to the Grid User based on his Grid User Balancing Position Operator of the Balancing Services in accordance with the Access Code for Transmission (ACT - attachment A) and the Regulated Tariffs.

“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”) for H-zone and by CREG **respectively** 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~~shall mean the code for Balancing published by the Balancing Operator.~~

“**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 Grid 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.

“**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).

“**Capacity Exceedings**” shall mean the Monthly Incentive Fee that is charged to the Grid 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 Pooling Service**” shall mean a Transmission Service that enables Grid Users that are active on the same End User Domestic Exit Point to pool their Subscribed Transmission Services on the considered End User Domestic Exit Point, based on the Capacity Pooling Allocation Agreement as set out in the Capacity Pooling Form (ACT – attachment G).

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

“**CREOS**” or “**Creos Luxembourg**” 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.

“Confirmed Quantities” for a particular Gas Day and for a particular Grid User shall mean the hourly quantities to be (re)delivered at the Interconnection Point(s), End User Domestic Exit Point(s) or through ZTP Trading Service after the confirmation process; expressed in Kilowatt hour (kWh); in accordance with the Operating Procedures (ACT – attachment C.1).

“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” or **“Point”** shall mean a physical or a virtual point located on the Fluxys' Transmission Grid or on the transmission grid of an Adjacent TSO at which Grid User deliver Natural Gas to the TSO for the performance of Entry Services; or at which the TSO redelivers Natural Gas to Grid User after having performed Exit Transmission Services **“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.

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

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

“Direct Line Service” shall mean a Transmission Service towards an End User through a direct line, meaning that there is no interconnection with the rest of the

Transmission Grid, no access to market based balancing, nor to the ZTP Notional Trading Services.

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

“Distribution Grid” or **“Distribution Network”** or **“Local Distribution Grid”** 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” or **“Local Distribution Grid”** or **“Distribution Grid”** 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.

“Domestic Exit Point” shall mean a Connection Point connecting the Transmission Grid to a Final Customer, either directly connecting an End User to the Transmission Grid (“End User Domestic Exit Point”), either via the Distribution Network (“Distribution Domestic Exit Point”).

“DPRS” or **“Dedicated Pressure Reduction Station”** shall mean a pressure reduction station operated by the TSO and dedicated to an Exit 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 H), by which information is made available to the Grid 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 directly connected to the Transmission Grid.

“End User Domestic Exit Point” shall mean a Domestic Exit Point which connects an End User directly to the Transmission Grid.

“Entry Service” shall mean Transmission Service which enables the Grid User to have Natural Gas transmitted from an Interconnection Point into the Transmission Grid.

“Excess Monthly Balancing Settlement Fee” shall mean the amounts, invoiced to and payable to Grid User on a monthly basis, depending on the End User Balancing Position in accordance with the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.

“Exit Service” shall mean Transmission Service which enables the Grid User to have Natural Gas transmitted from the Transmission Grid to an Interconnection Point or a Domestic Exit 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 Exit Point for its own consumption.

“Firm” shall mean Capacity Type that is, subject to the terms and conditions of the Standard Transmission Agreement, always available and usable under normal operating conditions.

“Fix/Flex” shall mean the fix/flex Rate Type attributed to a Subscribed Transmission Service on an End User Domestic Exit Point as set out in ACT – attachment B

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

~~**“Forecasted Grid User Position”** shall mean the Grid User Position for the next Gas Day and for the remaining hours of the current Gas Day, in accordance with the Operating Procedures (ACT – attachment C.1).~~

“**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 Domestic Exit Point, ~~or~~ on an Interconnection Point or on an Installation Point, which is allocated to the Grid 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 Grid Users that are active on the considered Point.

“**Gas Day**” shall mean the period of twenty-three (23), twenty-four (24) or twenty-five (25) hours, as the case may be, beginning at 06:00 hours (Belgian time) on each Day and ending at 06:00 hours (Belgian time) on the following Day and the date of any Gas Day shall be the date of its beginning as herein defined.

“**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 September 30th 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 (10^6) Kilowatt-hour.

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

“**Grid User Balancing Position**” shall mean an hourly value per Zone, per Grid User, expressed in kWh, as provided for in the Balancing Code ~~Access Code for Transmission (ACT—attachment A)~~.

“**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~~zone within the ~~Transmission Grid~~BeLux Area, consisting of ~~all Interconnection Points and Domestic Exit Points~~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.

“**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.

“**Installation Point**” shall mean an Interconnection Point linking the Transmission Grid to 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 linking the Fluxys’ Transmission Grid with the transmission grid of an Adjacent TSO or with an Installation, including Zeebrugge.

“**Interruptible**” shall mean the Capacity Type of Transmission Services on the Transmission Grid that can be interrupted by the TSO.

“**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 (3.6 10⁶) Joule.

“**L Zone**” shall mean ~~a Zone~~the zone within the ~~Transmission Grid~~BeLux Area, consisting of all ~~Interconnection Points and Domestic Exit Points~~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 Distribution Grid**” or “**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.

“**m³(n)/h**” shall mean m³(n) per hour as defined in section 1.2 of the Belgian Gas Act.

~~“**Market Balancing Position**” shall mean an hourly value per Zone, expressed in kWh, as provided for in the Access Code for Transmission (ACT – attachment A).~~

“**Market Threshold**” shall mean upper and lower limit per Zone, expressed in kWh, made available to Grid Users as described in the ~~Access Code for Transmission (ACT – attachment A)~~[Balancing Code](#).

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

“**Maximum UK Wobbe**” shall mean the maximum Wobbe of 15,05 kWh/m³(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 ADM Invoice**” shall mean the amounts, payable by Grid User based on the transmitted quantities, as defined in GC 6 of the Standard Transmission Agreement and in accordance with the provisions of the Access Code for Transmission (ACT - attachment A).

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

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

“Monthly VAR Invoice” shall mean the amounts, invoiced to and payable by Grid 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 gaseous fuel from underground origin, and consisting mainly out of methane, including liquefied natural gas (LNG) and except mine gas (conform article 1.2° of the Gas Act).

“Nitrogen Blending Installation” shall mean the Installation operated by the TSO in order to make Natural Gas UK Compliant in the framework of the UK Compliancy Adjustment Service.

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

“OCUC” or **“Operational Capacity Usage Commitment”** shall mean an operational agreement between the Grid 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.

“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 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 Grid User as identified in the STA when individually designated.

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

“Point” or **“Connection Point”** shall mean a physical or a virtual point located on the Transmission Grid of the TSO or on the transmission grid of an Adjacent TSO at which Grid User delivers Natural Gas to the TSO for the performance of Entry Services; or at which the TSO redelivers Natural Gas to Grid User after having performed Exit Transmission Services.

“Processed Quantities” shall mean the quantity of Natural Gas expressed in Kilowatt hour per hour (kWh/h) a TSO is able to receive or deliver, taking constraints on its Transmission System into account.

“Quality Conversion Service” shall mean a Service offered by the TSO at the Installation Point “Quality Conversion”. There are two Quality Conversion Services: the Quality Conversion H->L Service or the Quality Conversion 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->H 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 L Zone to the H Zone.

“Quality Deficient Gas” (QDG) shall mean Natural Gas which does not meet the operating conditions and quality requirements specified in the Agreement.

“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.

“Reasonable and Prudent Operator” shall mean, as what concerns the TSO and the Grid 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.

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

“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 where Grid Users can trade Transmission Services, either via an over-the-counter assignment, either via an anonymous assignment.

“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 Grid 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 Grid User, with the purpose to subscribe to Transmission Services.

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

“Services Confirmation” shall mean Services Confirmation Form for Contracting which becomes effective when Grid 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 Grid 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 ~~either~~ a compensation on the difference between provisional and definitive allocation, ~~either a settlement resulting from the balancing model~~ (ACT – attachment A).

~~**“Shortfall Monthly Balancing Settlement Fee”** shall mean the amounts, invoiced to and payable by Grid User on a monthly basis, depending on the End User Balancing Position in accordance with the Access Code for Transmission (ACT – attachment A) and the Regulated Tariffs.~~

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

“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 Grid User, including the Service Confirmation (attachment 1), the General Terms and Conditions (attachment 2) and the Glossary of Definitions (attachment 3), the Access Code for Transmission and the Transmission Program.

“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 Grid User, in accordance with the subscription process as set out in Subscription & Allocation of Services (ACT – attachment B).

“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” shall mean the sum of the fees invoiced by the Monthly FIX Invoice, the Monthly COM Invoice and the Monthly VAR Invoice due under the Standard Transmission Agreement (STA – attachment 2 – Article 6).

“Total Monthly Self-billing Fee” shall mean the fee invoiced by the Monthly COM 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 Grid User has subscribed under and in accordance with this Agreement, for a quantity, expressed in kWh/h a Connection Point; and a certain duration. Its subscription is confirmed in the relevant Services Confirmation.

“UK Compliant” shall mean, in the context of the UK Compliancy Adjustment Service and without prejudice to the Specific Requirements for IZT and Zeebrugge, when the measured Wobbe is lower than or equal to the UK Wobbe.

“UK Compliancy Adjustment Service” shall mean a service offered by the TSO to the Grid User in order to make Natural Gas at IZT and/or Zeebrugge UK Compliant.

“UK Non-Compliant” shall mean, in the context of the UK Compliancy Adjustment Service, and without prejudice to the Specific Requirements of IZT and Zeebrugge, when the measured Wobbe is higher than the UK Wobbe. **“Within-Day”** shall mean during any hour of the Gas Day not being the last hour of the Gas Day.

“Wheeling Service” shall mean an operational agreement between the Grid 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.

“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 an area within the Transmission Grid, consisting of Interconnection Points and Domestic Exit Points. The Transmission Grid consists of two Zones: the H-Zone consists of all Interconnection Points and Domestic Exit Points located on the H-Transmission Grid; whereas the L-Zone consists of all Interconnection Points and Domestic Exit Points located on the L-Transmission Grid.~~

“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.