

*Revision 2.0*

**STANDARD TERMS AND CONDITIONS**

**for**

**TRANSPORTATION**

**of**

**GAS**

**in**

**DONG NATURGAS'**

**OFFSHORE PIPELINES**

**to**

**the Danish West Coast**

**Date: 18 February 2013**

(These Standard Terms and Conditions are only valid for third party access to the existing facilities)

<b>CONTENTS</b>	<b>Page</b>
<b>Definitions etc. ....</b>	<b>1</b>
1.1 <i>Applicability</i> .....	<i>1</i>
1.2 <i>Contractual Relationship</i> .....	<i>1</i>
1.3 <i>Definitions</i> .....	<i>1</i>
1.4 <i>Appendices</i> .....	<i>10</i>
1.5 <i>Hierarchy</i> .....	<i>10</i>
1.6 <i>Agents</i> .....	<i>10</i>
<b>2 Transportation System .....</b>	<b>10</b>
2.1 <i>Scope of Transportation System</i> .....	<i>10</i>
2.2 <i>Delivery Points</i> .....	<i>10</i>
2.3 <i>Redelivery Point</i> .....	<i>11</i>
<b>3 Transportation Services .....</b>	<b>11</b>
3.1 <i>Booked Daily Capacity</i> .....	<i>11</i>
3.2 <i>Booking Period</i> .....	<i>12</i>
3.3 <i>Maximum Hourly Transportation Right</i> .....	<i>12</i>
3.4 <i>Gas Balance Account</i> .....	<i>12</i>
3.5 <i>Transportation Flexibility</i> .....	<i>12</i>
3.6 <i>Pooling</i> .....	<i>12</i>
<b>4 Ancillary Services.....</b>	<b>13</b>
<b>5 Operator's Allocation of Available Capacity .....</b>	<b>13</b>
<b>6 Shipper's Booking of Available Capacity .....</b>	<b>13</b>
6.1 <i>Entering into a Transportation Agreement</i> .....	<i>13</i>
6.2 <i>Operator's Credit Risk</i> .....	<i>13</i>
6.3 <i>Credit Risk exceeding Approved Credit Limit</i> .....	<i>14</i>
<b>7 Allocation of Delivery .....</b>	<b>15</b>
<b>8 Transportation Commitment and Operation.....</b>	<b>15</b>
8.1 <i>Transportation Commitment</i> .....	<i>15</i>

8.2	<i>Hourly Transportation Commitment</i> .....	15
8.3	<i>Operation</i> .....	15
8.4	<i>Planned Maintenance and Maintenance Period</i> .....	15
8.5	<i>Safety, System Integrity and/or Environmental Protection</i> .....	16
8.6	<i>Installations, Connections, Modifications, Tie-in etc.</i> .....	16
8.7	<i>Reduced Capacity</i> .....	17
8.8	<i>Priorities</i> .....	17
<b>9</b>	<b>Tariffs</b> .....	<b>17</b>
9.1	<i>Capacity Tariff</i> .....	17
9.2	<i>Volume Tariff</i> .....	18
<b>10</b>	<b>Shipper's Operational Rights and Obligations</b> .....	<b>19</b>
10.1	<i>Delivery and Redelivery</i> .....	19
10.2	<i>Nomination Agreement</i> .....	19
10.3	<i>Nominations</i> .....	19
10.4	<i>Renominations</i> .....	19
10.5	<i>Approved Nominations</i> .....	19
<b>11</b>	<b>Operator's Operational Rights and Obligations</b> .....	<b>20</b>
11.1	<i>Line Pack Gas</i> .....	20
11.2	<i>Unused Capacity on the Gas Day</i> .....	20
11.3	<i>Reductions of Maximum Hourly Transportation Right</i> .....	20
11.4	<i>Matching</i> .....	20
11.5	<i>Right to Purchase Surplus Gas</i> .....	20
11.6	<i>Partial Settlement of Gas Balance Account</i> .....	21
11.7	<i>Clearing of Gas Balance Account</i> .....	21
11.8	<i>Allocation of Gas</i> .....	22
11.9	<i>Measurement Differences</i> .....	23
11.10	<i>Other Information to the Shipper</i> .....	24
<b>12</b>	<b>Quality Requirements</b> .....	<b>24</b>
12.1	<i>Requirements at the Delivery Point(s)</i> .....	24
12.2	<i>Right to Refuse Delivery</i> .....	24

12.3	<i>Gas not Complying with Requirements at the Delivery Point(s)</i> .....	24
12.4	<i>Right to Take Operational Actions</i> .....	25
12.5	<i>Requirements at the Redelivery Point</i> .....	25
12.6	<i>Right to Refuse Redelivery</i> .....	25
12.7	<i>Gas not Complying with Requirements at the Redelivery Point</i> .....	25
<b>13</b>	<b>Termination of a Transportation Agreement</b> .....	<b>26</b>
13.1	<i>Change in Shipper's Qualifications</i> .....	26
13.2	<i>Termination due to Bankruptcy, Suspended Payments etc.</i> .....	26
13.3	<i>Non-fulfilment of a Material Obligation and Cross-Default</i> .....	27
13.4	<i>Survival of Termination</i> .....	27
<b>14</b>	<b>Amendments</b> .....	<b>28</b>
14.1	<i>Amendments caused by external circumstances</i> .....	28
14.2	<i>Other Amendments</i> .....	28
<b>15</b>	<b>Invoicing and Payments</b> .....	<b>29</b>
15.1	<i>Monthly Invoice</i> .....	29
15.2	<i>Payments</i> .....	29
15.3	<i>Due Date</i> .....	30
15.4	<i>Counterclaim</i> .....	30
15.5	<i>Format of Statements</i> .....	30
15.6	<i>Late Payment</i> .....	30
15.7	<i>Other Default Interest</i> .....	30
<b>16</b>	<b>Audits and Errors</b> .....	<b>31</b>
16.1	<i>Audits</i> .....	31
16.2	<i>Errors</i> .....	31
<b>17</b>	<b>Force Majeure</b> .....	<b>31</b>
17.1	<i>Force Majeure</i> .....	31
17.2	<i>Effect of Force Majeure</i> .....	32
<b>18</b>	<b>Applicable Law and Arbitration</b> .....	<b>33</b>
18.1	<i>Applicable Law</i> .....	33
18.2	<i>Arbitration</i> .....	33

18.3	<i>Venue</i> .....	34
18.4	<i>Language</i> .....	34
18.5	<i>Expert Procedure</i> .....	34
<b>19</b>	<b>Liability and Compensation</b> .....	<b>35</b>
19.1	<i>Consequential Loss</i> .....	35
19.2	<i>Mutual Hold Harmless</i> .....	35
19.3	<i>Liability for Off-spec Delivery Gas</i> .....	36
19.4	<i>Cross Shipper Liability Agreement</i> .....	37
19.5	<i>Liability for Off-spec Redelivery Gas</i> .....	37
19.6	<i>Limitation of Operator's liability due to unavailability of I&amp;B-System</i> ..	38
19.7	<i>Limitation of Operator's liability due to unavailability of GPMS</i> .....	38
<b>20</b>	<b>Notices</b> .....	<b>38</b>
20.1	<i>Method of Delivery</i> .....	38
20.2	<i>Date of Receipt</i> .....	39
20.3	<i>Exceptions</i> .....	39
<b>21</b>	<b>Assignment</b> .....	<b>39</b>
<b>22</b>	<b>Term</b> .....	<b>39</b>

## DEFINITIONS ETC.

### 1.1 Applicability

The objective of these Standard Terms and Conditions including the Appendices is - together with a Framework Agreement entered into between the Parties - to regulate the Shipper's and Operator's rights and obligations in relation to the Shipper's use of and the Operator's provision of Transportation Services in the Transportation System.

A Shipper with other reasonably documented needs may initiate bilateral negotiations with the Operator with the aim on agreeing on deviating rights and obligations under the negotiated third party access regime applicable to the Transportation System.

### 1.2 Contractual Relationship

All Transportation Agreements are entered into between the Shipper and the Operator.

The Operator will conduct all operations in the Transportation System and, on behalf of DONG Naturgas, provide the Transportation Services and execute all DONG Naturgas' rights and obligations under any Transportation Agreement.

### 1.3 Definitions

In the Standard Terms and Conditions and in the Appendices the following terms shall have the meaning ascribed to them below:

°C shall correspond to the difference between a temperature in Kelvin and 273.15 Kelvin defined in the latest edition at any time of DS/ISO.1000: "SI units and recommendations for the use of their decimal multiples and certain other units" published by Danish Standards.

**Act on Supply of Natural Gas** shall mean Act No. 449 of 31 May 2000 with subsequent changes and amendments.

**Administration of Justice Act** shall mean Act No. 90 of 11 April 1916 with subsequent changes and amendments.

**Affiliate** shall mean with respect to a Party, any entity controlled, directly or indirectly, by that Party, any entity that controls, directly or indirectly that Party or any entity directly or indirectly under the common control of a Party. For the purpose of this definition an entity means any physical or legal person.

**Allocation Agreement** shall mean an agreement between relevant parties covering the allocation of Quantities of Gas to Shippers including DONG (as User) at a Delivery Point where the Shippers including

DONG (as User) deliver Gas in a commingled stream measured by the same fiscal measurement facilities.

**Ancillary Services** shall mean gas treatment services covering hydrogen sulphide removal and NGL removal from the Gas.

**Appendices** shall mean the appendices referred to in Article 1.4.

**Approved Credit Limit** shall mean the maximum amount in DKK up to which a Shipper has credit approval in accordance with Appendix A to enter into Transportation Agreements and Ancillary Services. The Approved Credit Limit will be displayed on the I&B-System.

**Approved Nominations** shall mean the result of the matching of the Nominations/Renominations and the nominations/renominations submitted to the operator of the Transmission System for every Hour and for every Shipper Code Pair.

**Available Capacity** shall mean spare capacity - expressed in million m<sup>3</sup> per Gas Day - at one of the sub-redelivery points, cf. Article 2.3 in the Transportation System available for third parties to book as published on the Website at any time.

**Banking Day** shall be understood to mean any day on which banks in Denmark are open for normal banking transactions between 10:00 hours LET and 14:00 hours LET.

**Bar** shall correspond to the "unit of pressure bar" defined in the latest edition at any time of DS/ISO.1000: "SI units and the use of their decimal multiples and certain other units" published by Danish Standards.

**Booked Daily Capacity** shall mean a transportation right of a Quantity of Gas per Gas Day during a Booking Period for which a Shipper has entered into a Transportation Agreement.

**Booking Period** shall have the meaning defined in Article 3.2.

**Capacity Tariff** shall mean a tariff per Gas Day payable for the right to have a Quantity of Gas corresponding to the Shipper's Booked Daily Capacity transported. The current Capacity Tariff is published on the Website.

**CIBOR** shall mean the Copenhagen InterBank Offered Rate for DKK and is published by Denmark's National Bank.

**Commercial Information** shall mean any information, which an undertaking would not normally share with its potential or actual competitors or other business partners.

**Contractor** shall mean any third party with whom one or more of the Parties have entered into a contractual relationship.

**Correcting Invoice** shall mean an invoice, which corrects or supplements a Preliminary Monthly Invoice.

**Credit Risk** shall have the meaning defined in Article 6.2.

**Danish Network Code** shall mean the network code that lies down the rules on third party access to the Danish onshore transmission system in accordance with section 23 §1 of the Act No. 449 dated 31 May 2000, with subsequent amendments, on natural gas supply.

**Default Interest** shall mean an annual interest rate corresponding to CIBOR (one (1) month's maturity) + four (4) percentage points.

**Delivery Point(s)** shall have the meaning defined in Article 2.2

**Delivery Point Harald** shall have the meaning defined in Article 2.2.

**Delivery Point South Arne** shall have the meaning defined in Article 2.2.

**Delivery Point Tyra East** shall have the meaning defined in Article 2.2.

**DKK** shall mean the currency Danish Kroner.

**DONG (as User)** shall mean DONG Naturgas in its capacity of having Gas transported in/using the Transportation System.

**DONG Group** shall mean any and all undertakings controlled by DONG Energy A/S.

**DONG Naturgas** is a subsidiary of DONG Energy A/S and the legal owner of the Transportation System with its registered address at Kraftværksvej 53, Skærbæk, DK-7000 Fredericia, Denmark and with registration number 27 21 05 38.

**Euro** shall mean the currency € or EUR, the official currency unit, divided into 100 cents, of the member countries of the European Union who have adopted European Monetary Union.

**Expert** shall be an independent person having expertise and the experience necessary for the determination of the matter in dispute in accordance with sound business practices and the customs of the natural gas industry.

**Financial Year** shall mean the Operator's financial year at any time, currently from 1 January to 31 December



**Force Majeure** shall have the meaning defined in Article 17.

**Framework Agreement** shall mean a legally binding agreement entered into between the Shipper and the Operator entailing the terms and conditions applicable for all of a Shipper's Transportation Agreements.

**Gas** is a combustible gas that is:

- a) extracted directly from the subsoil;
- b) extracted indirectly from the subsoil as associated gas in connection with crude oil production; or
- c) produced by extraction or other form of concentration of a gas as mentioned in a) or b) that contains methane constituting at one Bar at least 75% by volume of the combustible gas components and any physical state into which the gas can be converted by compression or cooling.

**Gas Balance Account** shall mean an account keeping track of a Shipper's Gas balance calculated as Quantities of Gas delivered by the Shipper (increases the balance of the account) and the Quantities of Gas re-delivered by the Operator (reduces the balance of the account).

**Gas Day** shall mean a period commencing at 06:00 hours LET on any day and ending at 06:00 hours LET on the immediate following day. The Gas Day is reduced to 23 hours at the transition to summer time and is increased to 25 hours at the transition to winter time, and all rights and obligations are reduced or increased accordingly on such Gas Days.

**Gas Price** shall be the gas price in Euro per MWh published by ICIS in their publication 'Heren European Spot Gas Markets' in the tables 'TTF DAY-AHEAD INDEX' or 'TTF WEEKEND INDEX' whichever applies to the relevant Gas Day.

The gas price shall be converted from Euro per MWh to DKK per kWh by applying the daily exchange rate applicable for the same relevant Gas Day (if this is not a Banking Day, then the Banking Day immediately prior hereto shall be applied) as published by Denmark's National Bank.

If at any time after any Transportation Agreement has been entered into, the Gas Price is quoted in another unit than Euro per MWh such other unit shall be used.

The Operator may substitute the Gas Price with an equivalent daily quoted hub gas price in Northern Europe without upsetting the economic balance unduly. If possible, the Operator shall notify such substitution before it takes effect.

In addition to the above defined prices, the Shipper shall pay all Tax, Other Tax and VAT - if any - arising upstream of the Redelivery Point

**Gas Specifications** shall have the meaning defined in Appendix D (Gas Specifications).

**Gas Year** shall mean a period commencing at 06:00 hours LET on 1<sup>st</sup> October in any calendar year and ending at 06:00 hours LET on 1<sup>st</sup> October in the immediate following calendar year.

**GPMS** or **Gas Pipeline Management System** shall mean the Operator's IT-system receiving Shipper's Nominations/Renominations, handling hereof and sending Approved Nominations and other information as stipulated in Operations Manual to the Shipper.

**Gross Calorific Value** shall mean the amount of heat measured in kWh developed by combustion of one (1) m<sup>3</sup> of Gas at constant pressure when the Gas and air for the combustion have a temperature of 25°C, the combustion products being brought to that temperature and the water formed by the combustion being present in liquid state.

**Gross Negligence** shall mean reckless disregard by the executive management or board of directors of a Party of any of that Party's obligations under these Standard Terms and Conditions or of good and prudent oil and gas industry practice.

**Hour** shall mean any 60-minute period commencing at 06:00 hours LET on any Gas Day and ending at 07:00 hours LET on the same Gas Day or a corresponding 60-minute period commencing at any of the other Hours of the Gas Day and ending one Hour later on the same Gas Day.

**I&B-System** or **Information and Booking System** shall mean an internet based on-line information and booking system to be used by a Shipper when entering into Transportation Agreements by logging onto the I&B-System using a user-ID and password which is unique to the respective Shipper.

**Joule** shall correspond to the "SI unit of quantity of heat J" defined in the latest edition at any time of DS/ISO.1000: "SI units and the use of their decimal multiples and certain other units" published by Danish Standards.

**kWh** (Kilowatt-hour) is  $3.6 \times 10^6$  (three decimal six million) Joule.

**LET** (Local European Time) shall mean GMT + two (2) hours during the summer time period and GMT + one (1) hour during the rest of the year, and for these purposes "summer time" shall be as defined in the Eighth Directive (97/44/EC) and Directive 2000/84/EC and any succeeding EC legislation on summer time arrangements.

**Line Pack Gas** shall mean Gas used for filling of the Transportation System and building up of the necessary pressure difference between a Delivery Point and the relevant sub-redelivery point, cf. Article 2.3 to accommodate all Shippers Nominations.

**m<sup>3</sup>** (cubic metre) shall correspond to the volume of Gas which, at 0°C and an absolute pressure of 1.01325 Bar, and without water vapour, occupies the volume of one (1) cubic metre as defined in the latest edition at any time of DS/ISO.1000: "SI units and the use of their decimal multiples and certain other units" published by Danish Standards.

**Maintenance Period** shall mean a period of time with Planned Maintenance.

**Maximum Hourly Transportation Right** is 1/24 (one twenty-fourth part) of the Booked Daily Capacity applicable for the relevant Gas Day.

**Month** shall mean a period commencing at 06:00 hours LET on the first day in any calendar month and ending at 06:00 hours LET on the first day in the immediate following calendar month.

**Monthly Invoice** shall have the meaning defined in Article 15.1.

**MWh** (Megawatt-hour) is 1,000 (one thousand) kWh.

**Nominal Capacity** shall mean the total transportation capacity - expressed in million m<sup>3</sup> per Gas Day - at one of the sub-redelivery points, cf. Article 2.3 in the Transportation System as published on the Website at any time.

**Nomination Agreement** is a list of Shipper Code Pairs which the Operator shall use for matching in accordance with Article 11.4.

**Nominations** are the Shipper's request to the Operator of Quantities of Gas to be redelivered at the Redelivery Point per Hour per Shipper Code Pair.

**Notice** shall be any message exchanged between the Operator and the Shipper.

**O&M Expenses** shall mean costs incurred by the Operator associated with operating and maintaining the Transportation System including the Operator's share of the gas pipeline from Tyra West to the Nogat transport system. Such costs shall i.a. cover staff, inspections, repairs, maintenance, fuel, emission costs, consumables, control room, insurance, administration.

**Off-spec Delivery Gas** shall mean any Gas, which does not fulfil the Gas Specifications at the Delivery Point(s).

**Off-spec Gas Fee** shall have the meaning defined in Article 12.3.

**Off-spec Redelivery Gas** shall mean any Gas which does not fulfil the Gas Specifications at the Redelivery Point.

**On-spec Delivery Gas** shall mean any Gas which fulfils the Gas Specifications at the Delivery Point(s).

**On-spec Redelivery Gas** shall mean any Gas which fulfils the Gas Specifications at the Redelivery Point.

**Operations Manual** shall mean the operations manual attached as Appendix C.

**Operator** shall mean DONG Naturgas in its capacity as operator of the Transportation System and provider of Transportation Services and Ancillary Services.

**Other Default Interest** shall have the meaning defined in Article 15.7.

**Other Tax** means any energy Tax or excise duty but not including Taxes targeted at end users.

**Over-delivery Flexibility** shall have the meaning defined in Article 3.5.

**Parties** shall mean any combination of the Operator or/and of Shippers.

**Party** shall mean the Operator or the Shipper.

**Planned Maintenance** shall mean deferrable inspections, repairs and maintenance operations planned to be performed on the Transportation System necessary for the Operator to maintain the Transportation System acting as a Reasonable and Prudent Operator.

**Preliminary Monthly Invoice** shall have the meaning defined in Article 15.1.

**Quality** shall mean the measured value of all the parameters stated in the Gas Specifications.

**Quantity** shall mean volumes of Gas measured in terms of the heat content of the Gas based on the Gross Calorific Value (unit: kWh)

**Quarter** shall mean any period commencing at 06:00 hours LET on the first day of January, the first day of April, the first day of July or the first day of October in any calendar year and ending three (3) Months later.

**Reasonable and Prudent Operator**, when used to describe the standard of care to be exercised by a Party in performing such Party's obligations hereunder, shall mean that degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions, and having due consideration to the interests of the other Parties.

**Redelivery Point** shall have the meaning defined in Article 2.3.

**Reduced Capacity** shall mean physical or operational circumstances resulting in a temporarily reduced transportation capacity in the Transportation System or the Transmission System or any other relevant downstream transportation system affecting the transportation capacity in the Transportation System.

**Renominations** shall mean the Shipper's revised request to the Operator of Quantities of Gas to be redelivered at the Redelivery Point per Hour per Shipper Code Pair.

**Settlement Gas** shall have the meaning defined in Article 11.6.

**Shipper** shall mean any natural person or legal entity that has Gas transported in the Transportation System except for DONG (as User). However, throughout Article 19 Shipper shall also include DONG (as User).

**Shipper's Relevant Proportion** shall mean Shipper's Booked Daily Capacity expressed in million m<sup>3</sup> divided by the difference between Nominal Capacity and Available Capacity:  
{ Booked Daily Capacity / (Nominal Capacity – Available Capacity) }.

**Shipper Code** is the code name for a Shipper or its counterparty in the Transmission System used in connection with Nominations, Renominations and matching at the Redelivery Point.

**Shipper Code Pair** consists of the Shipper's Shipper Code paired with its counterparty's Shipper Code in the Transmission System.

**Standard Terms and Conditions** shall mean these "STANDARD TERMS AND CONDITIONS for TRANSPORTATION of GAS in DONG NATURGAS' OFFSHORE PIPELINES to the Danish West Coast".

**Surplus Gas** shall have the meaning defined in Article 11.5.

**Tax** means any tax, levy, impost, duty, charge, assessment, royalty, tariff or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in re-

spect of any payment, nomination and allocation on Gas or on the transportation of Gas. For the avoidance of doubt Tax shall exclude (i) any tax on net income or net wealth; (ii) any tax on income derived from the exploration or exploitation of Gas fields; (iii) a stamp, registration, documentation or similar tax, and (iv) VAT.

**Transmission System** shall mean the Danish onshore transmission system as referred to in Act No. 449 dated 31 May 2000 with subsequent amendments, on natural gas supply.

**Transportation Agreement** consists of a transportation agreement, the Framework Agreement which includes these Standard Terms and Conditions with its Appendices and the Nomination Agreement, cf. also Article 6.1.

**Transportation Commitment** shall have the meaning defined in Article 8.1.

**Transportation Services** shall have the meaning defined in Article 3.

**Transportation System** means the facilities encompassing the Delivery Points to the Redelivery Point.

**Transported Volumes** shall mean Quantities of Gas transported through the Transportation System including the Operator's share of the gas pipeline from Tyra West to the Nogat transport system.

**Under-delivery Flexibility** shall have the meaning defined in Article 3.5.

**VAT** means any value added tax or any analogous thereto but excluding any statutory late payment interest or penalties.

**Volume Tariff** shall mean a tariff payable per Quantity of Gas redelivered by the Operator at the Redelivery Point. The current Volume Tariff is published on the Website.

**Website** is the Operator's home page at any time. Currently [www.dongenergy.com](http://www.dongenergy.com).

**Week** shall mean a period commencing at 06:00 hours LET on any Monday and ending at 06:00 hours LET on the immediate following Monday.

**Wilful Misconduct** means an intentional and conscious omission or act by the executive management or board of directors of a Party of any of that Party's obligations under these Standard Terms and Conditions or of good and prudent oil and gas industry practice.

## 1.4 Appendices

The following Appendices are attached to the Standard Terms and Conditions:

- Appendix A dated 17 December 2012 or later (Required Financial and Insurance Measures)
- Appendix B dated 17 December 2012 or later (Use of the Information and Booking System)
- Appendix C dated 18 February 2013 or later (Operations Manual)
- Appendix D dated 18 February 2013 or later (Gas Specifications)
- Appendix E dated 18 February 2013 or later (Allocation Procedure for Off-spec Delivery Gas)

## 1.5 Hierarchy

In the event of any conflict between the provisions in the various parts of any Transportation Agreement, they shall be given priority in the following order:

- 1) The Transportation Agreement
- 2) The Framework Agreement
- 3) These Standard Terms and Conditions
- 4) The Appendices

## 1.6 Agents

The Operator has elected to outsource the daily operational and technical running of the Transportation System to DONG Storage A/S.

# 2 **TRANSPORTATION SYSTEM**

## 2.1 Scope of Transportation System

These Standard Terms and Conditions apply exclusively to the existing Transportation System as defined under Articles 2.2-2.3.

## 2.2 Delivery Points

The Transportation System consists of the existing three (3) Delivery Points - Delivery Point Tyra East, Delivery Point South Arne and Delivery Point Harald - collectively referred to as Delivery Point(s).

The Delivery Point Tyra East shall be the Tyra East E Riser Platform (situated in the Danish North Sea Sector) at the point where Gas first enters DONG Naturgas' facilities on such platform, as they may exist from time to time. Shipper's Gas delivered at the Delivery Point Tyra East

shall be measured by the same fiscal measurement facilities used for measuring deliveries to DONG (as User). Consequently, Shipper's Gas and DONG (as User)'s Gas shall be deemed to be of the same Quality.

The Delivery Point South Arne shall be the point located ten (10) centimetres immediately upstream from the hyper baric welded connection between the export riser and the pipeline tie-in spool adjacent to the side of the base of the South Arne Platform (situated in the Danish North Sea Sector) at the point where Gas first enters DONG Naturgas' facilities on such platform. Shipper's Gas delivered at the Delivery Point South Arne shall be measured by the same fiscal measurement facilities used for measuring deliveries to DONG (as User). Consequently, Shipper's Gas and DONG (as User)'s Gas shall be deemed to be of the same Quality.

The Delivery Point Harald shall be the Harald A Riser Platform (situated in the Danish North Sea Sector) at the point where Gas first enters DONG Naturgas' facilities on such platform, as they may exist from time to time. Shipper's Gas delivered at the Delivery Point Harald shall be measured by fiscal measurement facilities (not installed) immediately upstream the Delivery Point Harald.

### 2.3 Redelivery Point

The Transportation System has one (1) Redelivery Point, which is downstream Nybro gas treatment plant (situated on the Danish West Coast) at the entrance to the Transmission System (immediately prior to the point, where DONG Naturgas' ownership of the pipelines ceases to exist).

However, in relation to a Shipper's Transportation Agreements, the Shipper shall specify one of two possible sub-redelivery points:

1. Sub-redelivery point Nybro 1 is downstream the fiscal measurement and regulator station at the Nybro gas treatment plant redelivering all Gas delivered at Delivery Point Tyra East (also denoted Tyra East terminal).
2. Sub-redelivery point Nybro 2 is downstream the fiscal measurement and regulator station at the Nybro gas treatment plant redelivering all Gas delivered at Delivery Point South Arne (also denoted South Arne terminal).

## 3 TRANSPORTATION SERVICES

### 3.1 Booked Daily Capacity

The Operator offers - subject to Appendix A to these Standard Terms and Conditions – a Shipper to book a right to have a fixed Quantity of its



On-spec Delivery Gas transported from a Delivery Point and redelivered as On-spec Redelivery Gas at the Redelivery Point every Gas Day during a Booking Period.

### 3.2 Booking Period

A Booking Period is a period of one or more consecutive Gas Day(s) - cf. however Article 6.1 - for which a Shipper has entered into a Transportation Agreement.

### 3.3 Maximum Hourly Transportation Right

Subject to the Shipper having delivered On-spec Delivery Gas at reasonably even hourly rates throughout a Gas Day at the Delivery Point(s), the Shipper has the right - subject to these Standard Terms and Conditions - each Hour during the same Gas Day to have redelivered a Quantity of On-spec Redelivery Gas at the Redelivery Point up to the Maximum Hourly Transportation Right.

### 3.4 Gas Balance Account

A Gas Balance Account is opened for every Transportation Agreement entered into with an opening balance sheet of zero (0). Every Hour throughout the Booking Period, the Gas Balance Account is updated by adding the allocated Quantity of Gas delivered by the Shipper at the Delivery Point(s) during that Hour and subtracting the allocated Quantity of Gas redelivered by the Operator at the Redelivery Point during the same Hour.

Subsequent corrections to the allocated Quantities in accordance with Articles 11.5 to 11.8 and last paragraph of Article 12.4 will be added to or subtracted from (whichever is relevant) the Gas Balance Account.

### 3.5 Transportation Flexibility

The Shipper will for each Hour of a Transportation Agreement be granted an Under-delivery Flexibility corresponding to a Quantity of Gas of 240 % (two hundred and forty per cent) of the Maximum Hourly Transportation Right.

The Shipper will for each Hour of a Transportation Agreement be granted an Over-delivery Flexibility corresponding to a Quantity of Gas of 48 % (forty eight per cent) of the Maximum Hourly Transportation Right.

### 3.6 Pooling

All Transportation Agreements will be pooled and handled as one (1) Transportation Agreement, i.e. the Booked Daily Capacities, Maximum Hourly Transportation Rights, balance of Gas Balance Accounts, Under-delivery Flexibilities and Over-delivery Flexibilities of all Transporta-

tion Agreements entered into by a Shipper will be added up to constitute one (1) Booked Daily Capacity, one (1) Maximum Hourly Transportation Right, one (1) balance of one Gas Balance Account, one (1) Under-delivery Flexibility and one (1) Over-delivery Flexibility.

#### **4 ANCILLARY SERVICES**

In addition to Transportation Services, the Operator will on request - if operationally and technically feasible - provide Ancillary Services as a back-up facility to off-shore gas treatment to the Shipper.

Such provision of Ancillary Services shall take due consideration of DONG Naturgas' existing contractual obligations.

The provision of Ancillary Services may require a supplement to be agreed upon to these Standard Terms and Conditions.

#### **5 OPERATOR'S ALLOCATION OF AVAILABLE CAPACITY**

The Operator allocates at any time among all potential Shippers on a non-discriminatory basis Available Capacity in the chronological order according to which such potential Shipper enters into a Transportation Agreement with the Operator.

#### **6 SHIPPER'S BOOKING OF AVAILABLE CAPACITY**

##### **6.1 Entering into a Transportation Agreement**

The Shipper shall use the I&B-System for booking of Available Capacity, i.e. entering into a legally binding Transportation Agreement with the Operator of a Booking Period of one (1) Gas Day, one (1) Week, one (1) Month, one (1) Quarter and one (1) Gas Year within certain booking time windows continuously published on the Website.

##### **6.2 Operator's Credit Risk**

The Operator's Credit Risk associated with a Shipper entering into an initial Transportation Agreement or any subsequent Transportation Agreement ("Additional Transportation Agreement") is primarily composed of the following credit risk elements:

- Payment of the Capacity Tariff; and
- Payment of the Volume Tariff; and
- Payment for clearing of the Gas Balance Account; and

- Payment of possible Off-spec Gas Fee in addition to any cost and/or expense associated with the necessary processing of Off-spec Delivery Gas into On-spec Redelivery Gas; and
- Payment of possible interest on late payment.

The resulting Credit Risk shall be calculated in accordance with the following formula:

$$\text{Credit Risk} = \text{Risk Period} * \{ \text{Average Daily Capacity} * \text{Volume Tariff} + \text{Average Daily Capacity Tariff} \}$$

Where;

**Credit Risk** is in the unit of DKK and;

**Risk Period** (unit: number of Gas Days) is any period of three (3) consecutive Months placed time wise in a time window starting two (2) Months prior to the first Gas Day of the Additional Transportation Agreement's Booking Period and ending two (2) Months after the last Gas Day of the Additional Transportation Agreement's Booking Period and;

**Average Daily Capacity** (unit: MWh per Gas Day) is the average of the Shipper's Booked Daily Capacity (including the Booked Daily Capacity of the Additional Transportation Agreement) after pooling in accordance with Article 3.6 in any Risk Period as defined above and;

**Volume Tariff** (unit: DKK/MWh) is the current Volume Tariff as stipulated by the Operator and;

**Average Daily Capacity Tariff** (unit: DKK per Gas Day) is the average of the Shipper's Capacity Tariff payment obligation per Gas Day (including the Capacity Tariff payment obligation of the Additional Transportation Agreement) after pooling in accordance with Article 3.6 in any Risk Period as defined above.

The resulting Credit Risk is the highest value in DKK in the Risk Period.

The Operator's provision of Ancillary Services may increase Operator's Credit Risk.

### 6.3 Credit Risk exceeding Approved Credit Limit

The Shipper is entitled to enter into an Additional Transportation Agreement if the Credit Risk is lower or equal to the Shipper's Approved Credit Limit. Additional Transportation Agreements leading to a

Credit Risk exceeding Shipper's Approved Credit Limit shall be deemed null and void without any prior notice to such effect being required.

## **7 ALLOCATION OF DELIVERY**

The Gas delivered by the Shipper at a Delivery Point must be covered by an Allocation Agreement applicable at the Delivery Point which allocates the delivered Quantities of Gas Hour by Hour.

Allocation of delivery at Delivery Point Tyra East and at Delivery Point South Arne shall be based on existing fiscal measurement facilities on the relevant platform immediately upstream of the Delivery Point. Allocation of delivery at Delivery Point Harald is currently not possible as fiscal measurement facilities on the Harald platform immediately upstream of the Delivery Point Harald are not installed.

## **8 TRANSPORTATION COMMITMENT AND OPERATION**

### **8.1 Transportation Commitment**

The Operator undertakes - in accordance with these Standard Terms and Conditions - to receive Quantities of On-Spec Delivery Gas up to the Booked Daily Capacity from the Shipper at the agreed Delivery Point(s), transport and redeliver the same Quantities of On-Spec Redelivery Gas to the Shipper at the Redelivery Point throughout the Booking Period(s).

### **8.2 Hourly Transportation Commitment**

The Operator shall - subject to the Operations Manual and these Standard Terms and Conditions - receive Quantities of On-Spec Delivery Gas at the agreed Delivery Point(s) at reasonably even hourly rates throughout the Gas Day and redeliver Quantities of On-Spec Redelivery Gas at the Redelivery Point corresponding to Approved Nominations.

### **8.3 Operation**

Throughout any Booking Period the Operator shall operate, maintain and repair the Transportation System as a Reasonable and Prudent Operator.

### **8.4 Planned Maintenance and Maintenance Period**

Notwithstanding the Transportation Commitment, the Operator shall each year for reasons of Planned Maintenance of the Transportation System have the right to curtail or shut-off the Shipper's delivery of Gas to the Transportation System in the Maintenance Period.

The Maintenance Period shall be limited to one (1) week during the months of May to September.

The Operator shall in accordance with the Operations Manual notify the Shipper of the Maintenance Period. The Maintenance Period is decided by the Operator, who shall use reasonable efforts to minimise the duration of the Maintenance Period and to coordinate the Maintenance Period with the Shipper.

#### 8.5 Safety, System Integrity and/or Environmental Protection

Notwithstanding the Transportation Commitment and Article 8.4, the Operator may for reasons of safety, system integrity and/or environmental protection curtail or shut-off the Shipper's delivery of Gas to the Transportation System to perform repairs and/or extraordinary maintenance of the Transportation System, provided that said actions cannot reasonably be deferred to a subsequent Maintenance Period.

The Operator acting as a Reasonable and Prudent Operator will determine the curtailment or shut-off period. The Operator shall promptly notify the Shipper of the reason for such action, the extent of curtailment or shut-off and the possible duration of such curtailment or shut-off. To the extent time is available, the Operator shall coordinate the curtailment or shut-off with the Shipper in order to minimise the effect of such curtailment or shut-off.

#### 8.6 Installations, Connections, Modifications, Tie-in etc.

Notwithstanding the Transportation Commitment and Article 8.4, the Operator may curtail or shut-off the Shipper's delivery of Gas to the Transportation System if necessary for reasons of any operations, inter alia installations, connections, modifications, tie-in operations, disconnections and removals which cannot be reasonably deferred by the Operator acting as a Reasonable and Prudent Operator to a period of Planned Maintenance according to Article 8.4.

The Operator shall in the period where the above operations are conducted offer the Shipper Quantities of Gas corresponding to a maximum of Booked Daily Capacity to be delivered at Gas Transfer Facility (GTF) of the Transmission System. If such offer is accepted by the Shipper, the Shipper shall pay the Operator for such Quantities of Gas. The applicable price shall be the Gas Price valid for the Gas Day where the Quantities of Gas are delivered.

The Operator shall as soon as possible and not less than 90 (ninety) days prior to commencement notify the Shipper of the timing and extent of any such operations. In the planning and scheduling of the operations the Operator shall seek to minimise necessary shut-off periods and to cause least possible disruptions to the Transportation Services.

## 8.7 Reduced Capacity

In a situation with Reduced Capacity the Operator shall promptly notify the Shipper of the reason, the extent of the reduction and the possible duration of such reduction.

The Operator shall use reasonable endeavours to reduce the extent of reduction and the duration hereof.

Reduced Capacity does not constitute a breach of any Transportation Agreement.

## 8.8 Priorities

In case of reduced transportation capacity according to Articles 8.4 - 8.7 the Operator will reduce all Shippers' Transportation Services to the extent necessary to fulfil its Transportation Commitment within the reduced Transportation Services according to the priority rules set out in the Operations Manual.

# 9 TARIFFS

## 9.1 Capacity Tariff

Throughout any Booking Period, the Shipper is obliged to pay the current Capacity Tariff, even if the Shipper's right to have Quantities of Gas transported is not fully utilized by the Shipper and rights not utilized cannot be credited against subsequently transported Quantities of Gas.

The current Capacity Tariff is published on the Website and is subject to the following adjustments every 1 January:

1. indexation in accordance with the development in the Danish consumer price index as published by Statistics Denmark (Danmarks Statistik). E.g. the Capacity Tariff valid for the calendar year 2013 will be calculated as the Capacity Tariff valid for calendar year 2012 multiplied by the 12 month average of the consumer price index for the period December 2011 to November 2012 divided by a similar average for a 12 months period immediately prior to said period.
2. Changes in the observed average Gross Calorific Value at the relevant sub-redelivery points (cf. Article 2.3) over the last 12 months.

The Capacity Tariff is excluding any Tax, Other Tax and/or VAT.

The Shipper's obligation to pay the Capacity Tariff shall be suspended during any period and to the extent proportionate to the reduction of Transportation Service limited to events in the Transportation System described in

- Articles 8.4-8.5
- Article 8.7, if the Reduced Capacity is caused by physical or operational circumstances in the Transportation System other than Shippers having delivered Off-spec Delivery Gas
- Force Majeure

Suspension (or partial suspension) of the obligation to pay the Capacity Tariff shall constitute the sole remedy of the Shipper, unless the Operator by Wilful Misconduct was the cause of the above events.

## 9.2 Volume Tariff

Throughout any Booking Period, the Shipper is obliged to pay the current Volume Tariff.

The current Volume Tariff is published on the Website and is subject to the two following adjustments at the beginning of every Financial Year:

- review based on the Operator's budget for O&M Expenses for the Financial Year

divided by:

- the Operators prognosis for Transported Volumes for the same Financial Year;

The Volume Tariff is excluding any Tax, Other Tax and/or VAT.

Throughout any period of events in the Transportation System described in Article 8.6, the Shipper is obliged to pay the current Volume Tariff per Quantity of Gas delivered at GTF.

Following the lapse of a Financial Year, the Operator will publish the actual incurred O&M Expenses and the actual Transported Volumes. The actual Volume Tariff for the previous Financial Year will be calculated using the same methodology as used for calculating the current Volume Tariff paid by the Shippers during the same Financial Year.

Any difference between the current Volume Tariff paid by a Shipper during a Financial Year and the actual Volume Tariff calculated after the lapse of the same Financial Year shall be settled between the Operator and the Shipper by either the Operator reimbursing the Shipper for an over payment of Volume Tariffs or the Shipper paying the Operator

any under payment of Volume Tariffs (the “Volume Tariff Adjustment”). Such settlement shall bear Other Default Interest.

## **10 SHIPPER'S OPERATIONAL RIGHTS AND OBLIGATIONS**

### **10.1 Delivery and Redelivery**

The Shipper has, throughout any Gas Day during a Booking Period, the right to deliver Quantities of On-spec Delivery Gas at the Delivery Point(s) at a reasonably even flow rate throughout the Gas Day as long as the balance of the Gas Balance Account does not exceed the Over-delivery Flexibility by the end of the Gas Day. The Shipper has, throughout any Booking Period, the obligation to accept redelivery of On-Spec Redelivery Gas at the Redelivery Point corresponding to the Approved Nominations.

### **10.2 Nomination Agreement**

The Shipper shall prior to submitting any Nominations or Renominations submit to the Operator via the I&B-System a Nomination Agreement.

It is the sole responsibility of the Shipper to update the Nomination Agreement via the I&B-System so it at any time reflects the Shipper's wish.

A Nomination Agreement will automatically terminate upon the entry into force of a new Nomination Agreement.

### **10.3 Nominations**

The Shipper shall every day in accordance with the Operations Manual submit Nominations to the Operator.

The sum of Nominations for all Shipper Code Pairs shall every Hour not exceed the Shipper's Maximum Hourly Transportation Right.

### **10.4 Renominations**

Procedures for Renominations shall be in accordance with the Operations Manual and shall follow the same rules as described in Articles 10.3 and 10.5 and be coherent with the procedures for renominations to the Transmission System.

### **10.5 Approved Nominations**

The Shipper is obliged to accept the Approved Nominations, cf. Operations Manual.



## **11 OPERATOR'S OPERATIONAL RIGHTS AND OBLIGATIONS**

### **11.1 Line Pack Gas**

Line Pack Gas is under normal operating conditions supplied by the Operator.

Under operating conditions, which are not normal conditions, the Operator has the right to make the acceptance of the Shipper's Nominations subject to prior delivery of a Quantity of Line Pack Gas determined solely by the Operator acting as a Reasonable and Prudent Operator.

The Operator shall as soon as operationally feasible redeliver in kind to the Shipper the Quantity of Line Pack Gas. Redelivery to the Shipper shall constitute the sole compensation of the Shipper.

### **11.2 Unused Capacity on the Gas Day**

The Operator has the right to dispose of or sell to third parties the Booked Daily Capacity of a Shipper, which has not been used by the Shipper on a particular Gas Day.

### **11.3 Reductions of Maximum Hourly Transportation Right**

The Operator will at the beginning of every Hour (denoted  $h+1$ ) estimate the balance of the Shipper's Gas Balance Account by the end of the third Hour (denoted  $h+3$ ). If this balance increased with the Under-delivery Flexibility is negative, the Shipper's Maximum Hourly Transportation Right will be curtailed with effect for the third Hour  $h+3$  in accordance with the procedures laid out in Operations Manual.

Consequently this may result in Shipper's Nominations or Renominations being curtailed in accordance with the second paragraph of Article 10.3

### **11.4 Matching**

The Operator shall in accordance with the Operations Manual evaluate the Nominations and the Renominations and have the Nominations and Renominations matched against (re)nominations received by the operator of the Transmission System according to the matching procedures in the Danish Network Code and by using Shipper Code Pairs.

The Approved Nominations shall be submitted to the Shipper in accordance with the Operations Manual.

### **11.5 Right to Purchase Surplus Gas**

If a positive balance of the Shipper's Gas Balance Account by the end of a Gas Day (denoted  $d$ ) exceeds the Over-delivery Flexibility of the same

Gas Day, the Operator has the right to buy - and the Shipper the obligation to sell - the surplus Quantity of Gas ("Surplus Gas") necessary to bring the balance of the Gas Balance Account to match the Shipper's Over-delivery Flexibility valid for Gas Day d.

The applicable price shall be 50% (fifty per cent) of the Gas Price valid for the Gas Day d.

The balance of the Gas Balance Account shall consequently be adjusted by the Surplus Gas bought by the Operator as twelve (12) equal hourly adjustments during the last twelve (12) Hours of the immediate following Gas Day (denoted d+1).

#### 11.6 Partial Settlement of Gas Balance Account

If the Shipper's Booked Daily Capacity on a Gas Day (denoted d+1) is lower than the Shipper's Booked Daily Capacity on the immediate previous Gas Day (denoted d), the Operator has the right to buy - and the Shipper the obligation to sell (after Shipper's potential sale of Surplus Gas in accordance with Article 11.5) - the surplus Quantity of Gas ("Settlement Gas") necessary to bring the balance of the Gas Balance Account by the end of the Gas Day d to match the summation of the Shipper's Over-delivery Flexibility valid for the Gas Day d+1 and the Surplus Gas bought in accordance with Article 11.5.

The applicable price shall be 90% (ninety per cent) of the Gas Price valid for the Gas Day d.

The balance of the Gas Balance Account shall consequently be adjusted by the Settlement Gas bought by the Operator as twelve (12) equal hourly adjustments during the last twelve (12) Hours of the Gas Day d+1.

#### 11.7 Clearing of Gas Balance Account

The Gas Balance Account will be cleared if the Shipper's Booked Daily Capacity during every Gas Day in a Month (denoted m) has been zero (0) by the Shipper purchasing a Quantity of Gas at a price set as 110% (one hundred and ten per cent) of the Gas Price or the Shipper selling a Quantity of Gas at a price set as 90% (ninety per cent) of the Gas Price, whichever is applicable.

The applicable Gas Price shall be the Gas Price valid for the last Gas Day where the Shipper's Booked Daily Capacity was larger than zero (0).

The balance of the Gas Balance Account shall consequently be adjusted to zero (0) with effect from the end of the last Hour in the Month m.

## 11.8 Allocation of Gas

The Operator shall allocate the Quantity of Gas delivered per Hour at the Delivery Point(s) and the Quantity of Gas redelivered per Hour per Shipper Code Pair at the Redelivery Point and calculate the resulting balance of the Gas Balance Account according to the Allocation Agreement and Operations Manual and inform the Shipper every Hour of the result hereof.

The Operator may after the lapse of a Gas Day (denoted d) revise the Quantities of Gas allocated per Gas Day d, i.e. revise the summation of the hourly allocations - at the Delivery Point(s) based on revised information from the operator of the fiscal measurement facilities located on the relevant platform and inform the Shipper of the difference.

The Operator may after the lapse of a Gas Day (denoted d) revise the Quantities of Gas allocated every Hour of Gas Day d to every Shipper Code Pair at the Redelivery Point based on corrections of Approved Nominations agreed with the operator of the Transmission System and inform the Shipper hereof.

The balance of the Gas Balance Account shall - as a consequence of the above mentioned daily revisions - be adjusted by the Quantity of Gas revised by the Operator normally as twelve (12) equal hourly adjustments during the last twelve (12) Hours of the immediate following Gas Day (denoted d+1), cf. Operations Manual.

The Operator may after the lapse of a Month (denoted m) revise the Quantities of Gas allocated per Gas Day for all Gas Days in the Month m at the Delivery Point(s) based on revised information from the operator of the fiscal measurement facilities located on the relevant platform and inform the Shipper hereof.

The Operator may after the lapse of a Month (denoted m) revise the Quantities of Gas allocated every Hour of Month m to every Shipper Code Pair at the Redelivery Point based on corrections of Approved Nominations agreed with the operator of the Transmission System and inform the Shipper hereof.

The balance of the Gas Balance Account shall – as a consequence of the above mentioned monthly revisions - be adjusted by the Quantity of Gas revised by the Operator as twenty four (24) equal hourly adjustments during one specific Gas Day announced at least two (2) working days in advance to the Shipper. The Shipper may request the Operator to distribute the adjustment over more than one Gas Day in case the Quantity of Gas to be adjusted is significant in relation to the Shipper's Booked Daily Capacity valid for the Gas Day in question. Such request not to be unreasonable refused by the Operator acting as a Reasonable and Prudent Operator.

For the avoidance of any doubt, such revisions shall not cause any changes to past Quantities of Gas purchased by the Operator in accordance with Articles 11.5 and 11.6 nor cause any changes to past reductions of Maximum Hourly Transportation Rights, cf. Article 11.3

#### 11.9 Measurement Differences

The Operator will - on the basis of allocated Quantities of Gas at the Delivery Point Tyra East and on the basis of Quantities of Gas measured as deliveries to the Transmission System by the fiscal measurement and regulator station at Nybro gas treatment plant denoted Tyra East terminal, cf. Article 2 - calculate an energy balance taking due consideration to changes in line pack and internal energy consumption at the Nybro gas treatment plant.

Energy imbalances may as a result of a technical cooperation between the Operator and the operator of the fiscal measurement facilities at the Delivery Point Tyra East lead to the demonstration of incorrect functioning of the fiscal measurement facilities at the Delivery Point Tyra East and subsequent backwards corrections of the allocated Quantities of Gas at the Delivery Point Tyra East.

Similarly the Operator will - on the basis of allocated Quantities of Gas at the Delivery Point South Arne and on the basis of Quantities of Gas measured as deliveries to the Transmission System by the fiscal measurement and regulator station at Nybro gas treatment plant denoted South Arne terminal, cf. Article 2 - calculate an energy balance taking due consideration to changes in line pack and internal energy consumption at the Nybro gas treatment plant.

Energy imbalances may as a result of a technical cooperation between the Operator and the operator of the fiscal measurement facilities at the Delivery Point South Arne lead to the demonstration of incorrect functioning of the fiscal measurement facilities at the Delivery Point South Arne and subsequent backwards corrections of the allocated Quantities of Gas at the Delivery Point South Arne.

All corrections of the Quantities of Gas shall be made up for every Gas Day in the period of time with incorrect functioning of the fiscal measurement facilities.

Such corrections shall be pecuniary settled Gas Day by Gas Day between the Operator and the Shipper by either the Operator paying the Shipper the value of too little allocated Quantities of Gas or the Shipper paying the Operator the value of too much allocated Quantities of Gas.

The applicable prices shall be the Gas Prices valid for the relevant Gas Day.

Pecuniary settlement shall bear Other Default Interest and shall constitute the sole compensation of the Shipper/Operator.

#### 11.10 Other Information to the Shipper

The Operator shall according to the Operations Manual every Gas Day (denoted d) before 12:00 hours LET inform the Shipper of the following, cf. Operations Manual:

- Corrections to be added to the Gas Balance Account by the end of every Hour during Gas Day d.
- The previous Gas Day's d-1 total imbalance.
- Quantities of Surplus Gas purchased by the Operator (if any) by the end of the previous Gas Day (denoted d-1).
- Quantities of Settlement Gas purchased by the Operator by the end of the previous Gas Day d-1.

### 12 QUALITY REQUIREMENTS

#### 12.1 Requirements at the Delivery Point(s)

The Shipper and DONG (as User) shall deliver Gas at the Delivery Point(s) that meets the Gas Specifications.

Shipper's Gas and DONG (as User)' Gas shall be deemed to be of the same Quality at the same Delivery Point(s).

#### 12.2 Right to Refuse Delivery

The Operator may at all times refuse to accept the Shipper's Off-spec Delivery Gas. The Shipper shall in such case immediately stop any delivery of Gas.

#### 12.3 Gas not Complying with Requirements at the Delivery Point(s)

The Shipper shall inform the Operator without delay if and when he expects the Gas to become Off-spec Delivery Gas.

Notwithstanding Article 12.1 and Article 12.2, the Operator may but is not obliged to accept the Shipper's Off-spec Delivery Gas against payment of an Off-spec Gas Fee plus any cost and/or expense associated with the necessary processing of the commingled Gas stream to make all Gas at the Redelivery Point On-Spec Redelivery Gas provided that, in the opinion of the Operator, such Off-spec Delivery Gas would neither be detrimental to the operation of the Transportation System nor affect the Operator's ability to redeliver Gas to all Shippers and DONG (as User) in accordance with Article 12.5.

The cost and/or expense associated with the necessary processing of the commingled Gas stream to make all Gas at the Redelivery Point On-Spec Redelivery Gas shall be split between the parties delivering Off-

spec Delivery Gas proportionately to the accepted Off-spec Delivery Gas Quantities in accordance with Appendix E.

The Off-spec Gas Fee is published on the Website and subject to adjustments as announced on the Website no later than on the third Monday in any calendar month with effect from the first Gas Day in the immediate following Month.

#### 12.4 Right to Take Operational Actions

If the Shipper has delivered Off-spec Delivery Gas without the Operator's prior acceptance according to Article 12.3, the Operator shall have the right to take necessary operational actions to dispose of or process the commingled Quantity of Off-spec Redelivery Gas or, if possible and subject to the respective platform operator's prior approval, backflow the Off-spec Delivery Gas.

The total Quantity of Off-spec Delivery Gas shall be split proportionately between the parties having delivered Off-spec Delivery Gas in accordance with Appendix E.

Each Shipper's proportionate Quantity of Gas processed (which shall include flaring) by the Operator as a consequence of deliveries of Off-spec Delivery Gas shall be paid for by the Shipper in accordance with Article 12.3.

Further, each Shipper's proportionate Quantity of Gas disposed of by the Operator as a consequence of the deliveries of Off-spec Delivery Gas will be subtracted from the Shipper's Gas Balance Account. The timing of the subtraction will be announced to the Shipper in advance.

#### 12.5 Requirements at the Redelivery Point

The Operator shall redeliver Gas at the Redelivery Point that meets the Gas Specifications.

#### 12.6 Right to Refuse Redelivery

The Shipper may refuse to accept redelivery of its Gas provided that the operator of the Transmission System based on the Quality provisions in that system refuses to take said Gas. The Shipper shall in such case immediately stop any delivery of Gas at the Delivery Point(s).

#### 12.7 Gas not Complying with Requirements at the Redelivery Point

The Operator shall inform the Shipper without delay when the operator of the Transmission System refuses to take Gas at the Redelivery Point according to Article 12.6.

In such case the Operator shall take any necessary operational action to dispose of or process such Gas in order to remedy the situation without any delay and keep the Shipper informed.

## **13 TERMINATION OF A TRANSPORTATION AGREEMENT**

### **13.1 Change in Shipper's Qualifications**

It shall be deemed a serious breach of any Transportation Agreement if, the Shipper cannot any longer within 15 (fifteen) working days (“Deadline”) upon the Operator's written request, demonstrate in accordance with Appendix A that either;

- he still fulfils the required financial measures up to the Approved Credit Limit or;
- a revised and lower Approved Credit Limit covers the aggregated Credit Risk of all Transportation Agreements in a period from two (2) Months prior to the Deadline and until two (2) Months after the latest Gas Day of all Transportation Agreements’ Booking Periods and;
- he still fulfils the insurance measures.

### **13.2 Termination due to Bankruptcy, Suspended Payments etc.**

The Operator may terminate a Transportation Agreement with a Shipper if the Shipper (or its credit support provider):

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and is not withdrawn, dismissed, discharged, stayed or restrained within three (3) Banking Days, has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

- (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Article 13.2 (i) to Article 13.2 (vii) (inclusive); or
- (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts referred to in this Article 13.2.

### 13.3 Non-fulfilment of a Material Obligation and Cross-Default

A Party's non-fulfilment of any material obligation under any Transportation Agreement shall normally constitute a serious breach of all Transportation Agreements.

If a Party does not:

- (i) remedy a failure to pay - provided that such payment failure exceeds 50,000 (fifty thousand) DKK - and is not cured within five (5) Banking Days after receipt of Notice from the other Party specifying the breach and requiring remedy thereof, or
- (ii) in the case of any other failure of performance and such other serious breach is not cured within ten (10) working days after receipt of Notice from the other Party specifying the breach and requiring remedy thereof,

the Party claiming the remedy shall have the right but not the obligation to terminate all Transportation Agreements entered into with the other Party with immediate effect (so-called cross-default), cf. also the Framework Agreement.

### 13.4 Survival of Termination

The Parties rights and obligations according to Articles 16.1, 16.2 and 19 shall remain for a period of three (3) years from the date of termination. However, this does not have any bearing on the question of limitation of claims that arose prior to the termination date.



## 14 AMENDMENTS

### 14.1 Amendments caused by external circumstances

The Operator may amend these Standard Terms and Conditions, all Appendices listed in Article 1.4 and all Transportation Agreements entered into hereon if such amendment is:

- caused by changes to the Danish Network Code
- caused by changes in the laws and secondary legislation on offshore pipelines and third party access, including but not limited to the Act on Supply of Natural Gas and any relevant EC legislation
- affected by a decision of the Danish Energy Regulatory Authority (“DERA”) (In Danish: Energitilsynet), including a decision of the Energy Board of Appeal (In Danish: Energiklagenævnet)
- affected by a decision of the Danish Energy Agency (In Danish: Energistyrelsen) or relevant Danish Ministry
- due to other administrative or judicial decisions requiring DONG Naturgas to amend or otherwise change said provisions.

The Operator shall inform the Shipper in writing as quickly as possible of any amendments affected under this Article 14.1.

The amendments take effect from the date on which the amendments of the Danish Network Code take effect, from the date on which the legislative amendments take effect or from the date on which any company within the DONG Group is obliged to comply with a decision by any of the authorities mentioned under Article 14.1 above.

### 14.2 Other Amendments

Notwithstanding Article 14.1 the Operator is entitled to amend operational issues regulated in these Standard Terms and Conditions including all its Appendices after Notice to the Shipper provided that such amendments have no substantial negative financial impact on the Shipper. For the avoidance of doubt such operational issues do not include e.g. Force Majeure, Applicable Law and Arbitration and Liability and Compensation, cf. Articles 17-19.

The Shipper shall submit its written comments within twenty (20) working days after receipt of such Notice from the Operator and demonstrate the negative economic effects imposed on the Shipper as a result of such proposed amendments, if any.

If the Operator, after having received and reviewed the Shippers' comments, decides to implement the proposed amendments, such amendments shall be submitted to the Shipper in writing two (2) months prior to such amendments enter into force.

The Shipper may bring the amendments before DERA in accordance with the current Ministerial Order (Bekendtgørelse nr. 1090 af 6. december 2000) for resolution.

The amendments proposed by the Operator may be suspended until DERA has heard the case.

## **15 INVOICING AND PAYMENTS**

### **15.1 Monthly Invoice**

Not later than the on the 5<sup>th</sup> working day of each calendar month the Operator shall render to the Shipper a Monthly Invoice showing, inter alia, the following information and payments for the preceding Month:

- The Capacity Tariff related to all Booked Daily Capacities
- The Quantities of Gas redelivered to the Shipper at the Redelivery Point and the Volume Tariff
- The Quantities of Gas purchased/sold by the Operator in accordance with Articles 11.5, 11.6 and 11.7, the relevant Gas Price, the exchange rate and the resulting transaction price
- Deductions, if any, in the Capacity Tariff according to Article 9.1
- Other payments, if any
- Taxes, Other Tax and VAT, if any

If all data is not available, the Operator may issue a Preliminary Monthly Invoice. As soon as reasonably possible, the Operator shall render to the Shipper a Correcting Invoice showing the appropriate adjustments to the Preliminary Monthly Invoice in the same manner as described in this Article 15.1 and including Other Default Interest according to Article 15.7.

### **15.2 Payments**

All payments must be made in DKK.

All payments from the Shipper to the Operator must be made by means of bank transfers to the Operator's account with the bank designated by the Operator in the Monthly Invoice or other invoices.

All payments from the Operator to the Shipper must be made by means of bank transfers to the Shipper's account with the bank designated by the Shipper in the Framework Agreement.

A Shipper may designate another bank with a Notice of 30 (thirty) days before any payment is due.

Any costs connected with transfer of amounts to a Party's bank are payable by the Party transferring the amounts.

### 15.3 Due Date

The due date for payment of Monthly Invoice or Preliminary Monthly Invoice pursuant to Article 15.1 is the last Banking Day of the calendar month when said invoice was received, but not earlier than fifteen (15) Banking Days after said invoice was received.

The due date for payment of Correcting Invoice pursuant to Article 15.1 and Volume Tariff Adjustment pursuant to Article 9.2 are fifteen (15) Banking Days after receipt thereof.

The due date for payment of interest invoices pursuant to Articles 15.6 and 15.7 is ten (10) Banking Days after the interest invoice was received.

### 15.4 Counterclaim

The Shipper is not entitled to withhold or set off, in full or in part, a payment pursuant to any statement according to Article 15, due to any counterclaim, regardless of its origin, which the Shipper may have or claim to have against DONG Naturgas.

### 15.5 Format of Statements

The Operator will render any statements to the Shipper by electronic mail followed by a confirmation by letter.

### 15.6 Late Payment

If the Shipper fails to make a payment of any amount due according to the Monthly Invoice or Preliminary Monthly Invoice, the amount remaining unpaid shall from and including the due date bear interest calculated as the arithmetic average of Default Interest in the period from the due date until the amount due is paid. Such payment of interest must be invoiced separately as soon as possible.

### 15.7 Other Default Interest

In the event of any other form of interest payment, e.g. as a result of errors according to Articles 11.9 or 16.2 or interest on Correcting Invoices, interest is payable as from and including the due date until and including the date when payment is received at an annual rate corresponding to the arithmetic average of one (1) month's CIBOR for DKK. Such Other Default Interest must be invoiced separately as soon as possible.

## **16 AUDITS AND ERRORS**

### **16.1 Audits**

The Parties shall conserve all books, records and charts for a period of at least five (5) years. Data material subject to disagreement or subject to arbitration proceedings must be kept for one (1) year after such disagreement has been resolved.

A Party shall have the right at reasonable notice and at reasonable hours to audit the books, records and charts of the other Party to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any of the provisions of a Transportation Agreement.

A Party's right to audit shall not include Commercial Information. If the audit of such Commercial Information is necessary, an independent auditor shall perform such part of the audit. The independent auditor shall only confirm whether the audited Party's calculations are correct and shall not reveal any Commercial Information to the auditing Party.

The auditing Party shall cover all cost and expenses associated with the audit.

### **16.2 Errors**

In the event that any inaccuracy or error is found in any statement, charge or computation made pursuant to any of the provisions of a Transportation Agreement the necessary adjustment in such statement, charge or computation shall be made promptly, provided that no adjustment for any statement, charge or computation shall be made after the lapse of 2 (two) years from the date of the statement, charge or computation in question.

## **17 FORCE MAJEURE**

### **17.1 Force Majeure**

Force Majeure shall mean circumstances which occur after the entry into force of these Standard Terms and Conditions or any Transportation Agreement entered into hereon and which were beyond the control of the Party concerned, exercising the standard of a Reasonable and Prudent Operator resulting in or causing failure by that Party in the fulfilment of any such Party's obligations under a Transportation Agreement, which failure could not reasonably be prevented or overcome by the exercise by such Party of the standards of a Reasonable and Prudent Operator.

Provided that the above conditions are fulfilled, the following events shall always constitute Force Majeure:

Extraordinary natural forces (including landslides, lightning, earthquakes, extraordinary storms, tidal waves, floods and erosion), lack of the necessary permits for plants or operation, measures taken by any government authority or other public authority or representative of such, whether the measures are valid or not, decisions made by a competent court, anti-social acts, wars, blockades, insurrections, disturbances, malicious damage, epidemics, quarantine provisions, fires, civil or military unrest, explosions, collapse of or damage to platforms, machines or pipelines and ancillary installations, freezing or hydrate formation in valves and pipelines, failure or delay on the part of carriers, delay on the part of sub-contractors, delayed delivery of plant and equipment, impossibility of obtaining necessary manpower, machines, supplies, materials or subcontractors, IT manipulation, unauthorised IT-access, IT viruses or other incidents causing IT breakdown, IT-malfunction, IT-unavailability and labour disputes (strikes, lockouts and any similar unrest on the labour market). Labour disputes shall be settled at the sole discretion of the party involved in the dispute.

Further, an event is Force Majeure, if the Force Majeure event means that the affected party can only fulfil its obligations at disproportionately high cost.

A change in law affecting the parties' rights and obligations according to these Standard Terms and Conditions and any Transportation Agreement entered into pursuant hereto is also Force Majeure.

Force Majeure, provided it complies with the above, shall also include failure/unavailability of transportation in the Transmission System or any other relevant downstream transportation system.

Lack of funds shall not be considered a circumstance of Force Majeure.

## 17.2 Effect of Force Majeure

The obligations of each of the Parties hereunder, other than the obligations to make payments of money already due, shall be suspended during the period and to the extent that such Party is prevented or hindered in the whole or in part from complying therewith by Force Majeure as defined in Article 17.1 above. In such event, such Party shall give Notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension, expected duration and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and the Party claiming Force Majeure shall so notify all other Parties.

Force Majeure does not constitute a breach of any Transportation Agreement.

## **18 APPLICABLE LAW AND ARBITRATION**

### **18.1 Applicable Law**

These Standard Terms and Conditions, any Transportation Agreement based hereon, arbitration according to Article 18.2 or an expert procedure according to Article 18.5 shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.

### **18.2 Arbitration**

In case any dispute between the Parties should arise out of these Standard Terms and Conditions - or out of a Transportation Agreement concluded upon said Standard Terms and Conditions - the Parties will first meet and try to solve such dispute through amicable negotiations.

A dispute shall be deemed to have arisen upon Notice to that effect from a Party to another Party.

If such amicable negotiations should not lead to any result accepted by both Parties to the dispute within 60 (sixty) days after the dispute has arisen, such dispute shall be settled according to the rules below on arbitration.

Any dispute or claim arising out of or in connection with these Standard Terms and Conditions or any Transportation Agreement based hereon, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration), unless otherwise expressly stated in these Standard Terms and Conditions or in a Transportation Agreement concluded hereon, cf. Article 18.5.

The arbitration tribunal shall be composed of three (3) arbitrators.

Each Party appoints an arbitrator and the Danish Institute of Arbitration appoints the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator not later than 30 (thirty) days of having respectively requested or received Notice of the arbitration, such arbitrator is appointed by the Danish Institute of Arbitration.

All awards by the arbitration tribunal are final and are liable to execution, cf. Section 478 of the Administration of Justice Act ("Retsplejeloven").

Publication of any award may only take place upon having obtained the written consent of both Parties to the dispute.

18.3 **Venue**

The proceedings under Article 18.2 shall take place in Copenhagen.

18.4 **Language**

The proceedings shall take place in Danish, unless one of the Parties to the dispute is not a Danish undertaking, in which case the proceedings shall take place in English.

18.5 **Expert Procedure**

In case a dispute develops regarding or related to the Quality of Gas under Articles 12.1, 12.5 or 19.4 (second paragraph), which the Parties cannot settle amongst themselves within 30 (thirty) days, the Parties shall refer the matter to an Expert.

A dispute shall be deemed to have arisen upon Notice to that effect from a Party to another Party.

If the Parties cannot agree within two (2) weeks after the invocation by a Party under this Article 18.5 on the person of the Expert, either Party shall have the right to request the President of the Maritime and Commercial Court in Copenhagen to appoint a neutral Expert.

Both Parties shall submit the dispute to and be bound by the findings of the so appointed Expert. Said Expert shall normally submit its findings to the Parties in writing within four (4) weeks and in any case not later than six (6) weeks after its appointment.

The Party against whom the findings of the Expert is not in agreement with shall bear the reasonable costs and expenses of all lawyers, advisers and witnesses, retained by it and the other Party to the dispute, along with the costs and expenses for the Expert and any independent advisers retained by the Expert in connection with the findings hereunder.

If no such findings can be made or the findings are inconclusive, each Party to the dispute shall bear its own costs and expenses and shall bear one-half of the costs and expenses of the Expert.

In case of no findings or inconclusive findings, the dispute shall be subject to arbitration in accordance with Article 18.2.

## **19 LIABILITY AND COMPENSATION**

### **19.1 Consequential Loss**

No Party shall be liable (whether in contract or in tort, including negligence or otherwise) to any other Party or that other Party's Affiliates or Contractors for consequential loss, except in circumstances in which the Party has been guilty of Wilful Misconduct.

### **19.2 Mutual Hold Harmless**

#### **19.2.1 Operator hereby acknowledges, undertakes and confirms that neither it nor any of its Affiliates or Contractors shall make any claim (whether in contract or in tort, including negligence, or otherwise) against the Shipper in respect of and shall indemnify and hold the Shipper harmless from:**

(a) subject to Article 19.3 any loss, damage, liability, costs or expense (including legal fees) resulting from damage to or destruction or loss of any property of the Operator and/or its Affiliates, employees or Contractors arising out of or in connection with the performance or non-performance of a Transportation Agreement, except to the extent that such loss or damage arises as a result of the Gross Negligence or Wilful Misconduct of the Shipper;

(b) subject to Article 19.3 any loss, damage, liability, costs or expense (including legal fees) resulting from the injury, disease, ill health or death of any of its employees or the employees of any of its Affiliates or Contractors arising out of or in connection with the performance or non-performance of a Transportation Agreement, except to the extent that such injury, disease, ill health or death arises as a result of the Gross Negligence or Wilful Misconduct of the Shipper;  
or

(c) except as expressly provided in a Transportation Agreement any loss, damage, liability, costs or expense (including legal fees) suffered or incurred by the Operator and/or its Affiliates, employees or Contractors arising out of or in connection with the failure of the Shipper to comply with any of its obligations under a Transportation Agreement, except to the extent that such loss, damage, liability, costs or expense arises as a result of Gross Negligence or Wilful Misconduct of the Shipper.

#### **19.2.2 The Shipper hereby acknowledges, undertakes and confirms that neither it nor any of its Affiliates or Contractors shall make any claim (whether in contract or in tort, including negligence, or otherwise) against any other Shipper or the Operator in respect of and shall indemnify and hold any other Shipper and the Operator harmless from:**



- (a) subject to Articles 19.2.3 and 19.3 any loss, damage, liability, costs or expense (including legal fees) resulting from damage to or destruction or loss of any property of the Shipper and/or its Affiliates, employees or Contractors arising out of or in connection with the performance or non-performance of a Transportation Agreement, except to the extent that such loss or damage arises as a result of Gross Negligence or Wilful Misconduct of any other Shipper or the Operator;
- (b) subject to Article 19.3 any loss, damage, liability, costs or expense (including legal fees) resulting from the injury, disease, ill health or death of any of its employees or the employees of any of its Affiliates or Contractors arising out of or in connection with the performance or non-performance of a Transportation Agreement, except to the extent that such injury, disease, ill health or death arises as a result of Gross Negligence or Wilful Misconduct of any other Shipper or the Operator; or
- (c) except as expressly provided in a Transportation Agreement any loss, damage, liability, costs or expense (including legal fees) suffered or incurred by the Shipper and/or its Affiliates, employees or Contractors arising out of or in connection with the failure of any other Shipper or the Operator to comply with any of its obligations under a Transportation Agreement, except to the extent that such loss, damage, liability, costs or expense arises as a result of Gross Negligence or Wilful Misconduct of any other Shipper or the Operator.

19.2.3 Subject to Article 19.3 the Operator shall compensate the Shipper for any loss of or damage to Shipper's Gas when transported in the Transportation System except to the extent such loss or damage is attributable to Gross Negligence or Wilful Misconduct by either the Operator on the one side or by the Shipper on the other side.  
The compensation is set as the Gas Price published on the calendar day immediately prior to the day of the incidence.  
This shall be the sole remedy of the Shipper.

### 19.3 Liability for Off-spec Delivery Gas

If the Operator unknowingly accepts Off-spec Delivery Gas into the Transportation System from a Shipper, said Shipper shall indemnify other Shippers and the Operator against any loss, damage, liability, costs or expense reasonably incurred by the latter as a result of or arising out of such acceptance (i.e. strict liability):

- (a) in clearing, cleaning, repairing and/or replacing all or part of the Transportation System;

- (b) in processing, flaring or venting Off-spec Redelivery Gas or in any measures taken by the Shipper or the owner or Operator of the facilities immediately downstream of the Redelivery Point to bring such Off-spec Redelivery Gas within Gas Specifications at the Redelivery Point, and
- (c) arising out of any claim against a Shipper who has delivered On-spec Delivery Gas by its Contractors or by any third party, and
- (d) arising out of any other claim against the Operator by a Shipper who has delivered On-spec Delivery Gas and/or any third party.

The Operator shall use reasonable endeavours to minimise and mitigate any such loss, damage, liability, costs and expenses.

#### 19.4 Cross Shipper Liability Agreement

If more than one Shipper delivers Off-spec Delivery Gas, these Shippers shall be jointly and severally liable vis-à-vis the Operator and other Shippers that have delivered On-spec Delivery Gas into the Transportation System. A Shipper is entitled to pro rata recourse against other Shippers that have delivered Off-spec Delivery Gas.

In case it is not possible to establish a priori if a Shipper or which Shipper delivered Off-spec Delivery Gas into the Transportation System, other measurements in the entire Transportation System shall be used to establish who actually delivered Off-spec Delivery Gas into the Transportation System. Such other measurements shall normally be deemed to be sufficient evidence of who delivered Off-spec Delivery Gas into the Transportation System.

In case all Shippers have delivered On-Spec Delivery Gas into the Transportation System and the Operator redelivers Off-spec Redelivery Gas, the Operator shall bear his own loss, damage, liability, costs or expense.

If more than one Shipper delivers Off-spec Delivery Gas into the Transportation System, said Shippers will inter partes bear their own loss, damage, liability, costs or expense except in case of Gross Negligence or Wilful Misconduct by another Shipper.

The Operator shall use reasonable endeavours to minimise and mitigate such loss, damage, liability, costs and expenses in accordance with its non-statutory, legal duty to mitigate losses under Danish law.

#### 19.5 Liability for Off-spec Redelivery Gas

If the Operator redelivers Off-spec Redelivery Gas to the Shipper or the operator of the Transmission System based on the Quality provisions in

that system refuses to accept said Gas - in a situation where all Shippers can prove to have delivered On-Spec Delivery Gas into the Transportation System - the Operator shall indemnify and hold the Shipper harmless, against any direct loss, damage, liability, costs or expense reasonably incurred by the latter as a result of or arising out of such redelivery or refusal (i.e. strict liability):

- (a) in clearing, cleaning, repairing and/or replacing all or part of the Transmission System and
- (b) arising out of any claim against a Shipper by its Contractors or by any third party.

Shipper shall use reasonable endeavours to minimise and mitigate any such loss, damage, liability, costs and expenses.

19.6 **Limitation of Operator's liability due to unavailability of I&B-System**

The Operator assumes no liability towards the Shipper whatsoever for damages or losses whether direct or indirect caused by the Operator's non-fulfilment of its ambition to provide an I&B-System with rapid response time, high uptime and satisfactory functionality as stipulated in Appendix B.

19.7 **Limitation of Operator's liability due to unavailability of GPMS**

The Operator assumes no liability towards the Shipper whatsoever for damages or losses whether direct or indirect (i) for the content of Shipper's Nominations/Renominations, (ii) caused by any malfunctioning of the Shipper's IT-system, (iii) caused by malfunctioning of the IT-communication line between Shipper's IT-system and the GPMS, (iv) caused by malfunctioning of the GPMS or (v) caused by Approved Nominations and other information not being received by the Shipper's IT-system in due time.

It is therefore the Shipper's obligation to respond to missing reception of information in its IT-system by making telephone contact to the Operator, cf. contact details in the I&B-System and ask for the information by means of other communication.

**20 NOTICES**

20.1 **Method of Delivery**

Except if otherwise expressly provided for in these Standard Terms and Conditions including the Appendices all Notices shall be in writing and deemed to have been properly delivered if the letter is delivered by cou-

rier at the registered address of the Party for which the Notice is intended or by electronic mail.

## 20.2 Date of Receipt

Notices delivered by courier shall be deemed to have been received as witnessed by the courier delivery receipt.

For electronic mail a date and time stamp of the receiving Party's electronic mail programme determine time of receipt.

## 20.3 Exceptions

Any Notice which has been received on a day which is not a working day, shall be deemed to have been received the following working day.

Any Notice received later than 17:00 hours LET on a working day shall be deemed to have been received the immediate following working day.

## 21 ASSIGNMENT

The Shipper is entitled to wholly assign its rights and obligations under any Transportation Agreement to a third party after having obtained prior written approval from the Operator. Such approval may not be unreasonably withheld.

The Operator will only be obliged to consider a request for assignment if the potential assignee satisfies the required financial and insurance measures in Appendix A.

The Operator may assign its rights and obligations under any Transportation Agreement to a third party.

## 22 TERM

Subject to Article 14, these Standard Terms & Conditions enter into force on 18 February 2013 for all Transportation Agreements entered into with a Booking Period commencing on 1 March 2013 at 06:00 hours LET or later and shall remain in force until such time as they are either

a) wholly or partly revoked and/or replaced by other Standard Terms and Conditions, or

b) until and at the same time as an individual Transportation Agreement, where these Standard Terms and Conditions form an integral part, expires, subject always to the provision that all rights and obligations al-

ready created or existing under such Transportation Agreement are fully performed by both Parties.