



## APPENDIX 3

# Gas Supplier Framework Agreement between the Gas Supplier and Energinet

Agreement ID:

## **CLAUSE PARAMOUNT**

**This agreement is subject to the General Terms and Conditions for Gas Transport applicable at any time.**

### **1. Parties to the agreement**

This Gas Supplier Framework Agreement has been entered into between:

#### **Energinet**

Name: Energinet GAS TSO A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

#### **the Gas Supplier**

Name:

Address:

Postal code and city:

CVR no.:

GLN:

Clauses 4 and 5 of this Gas Supplier Framework Agreement have been entered into by Energinet on behalf of all the Distribution Companies and Energinet itself.

### **2. Purpose and scope**

All Players in the Danish Gas System shall be registered in the Register of Players i.a. in order to provide an effective basis for changing Gas Supplier and Shipper and establish communication between the Players.

This Gas Supplier Framework Agreement and clause 4 of General Terms and Conditions for Gas Transport form the basis of the Gas Supplier's registration in the Register of Players. Updating of Master Data and Player Relationships is made through Energinet Online.

The General Terms and Conditions for Gas Transport, including clause 4.3 hereof, constitute the general contractual basis for access to the Danish Gas System and shall apply to the Gas Supplier. In connection with the conclusion of this Gas Supplier Framework Agreement, the Gas Supplier has received a copy of the current version of General Terms and Conditions for Gas Transport.

In order to act as a Gas Supplier, the Gas Supplier shall also enter into a Gas Supplier Agreement with the relevant Distribution Companies.

### 3. Definitions

Unless otherwise expressly stated, terms defined in the General Terms and Conditions for Gas Transport shall also apply to this Gas Supplier Framework Agreement.

**Business Scenarios for EDI Communication in the Gas Market** shall mean all EDI communication guides and standards agreed on between Energinet and the Distribution Companies and other standards applying at any time to communication between the Distribution Companies and the Other Players.

**Other Communication** shall mean communication in writing such as letter, fax and email as defined in the Distribution Companies' Rules for Gas Distribution.

**EDI Communication** is communication complying with Business Scenarios for EDI Communication in the Gas Market.

### 4. Standards for communication with the Distribution Companies

By entering into this Gas Supplier Framework Agreement, the Gas Supplier also agrees to abide by the Business Scenarios for EDI Communication in the Gas Market applicable at any time. The said Business Scenarios for EDI Communication in the Gas Market have been published by Energinet on behalf of the Distribution Companies.

Communication with the Distribution Companies is regulated by the Distribution Companies' Gas Supplier Agreements and Rules for Gas Distribution.

#### 4.1 Changes to Business Scenarios for EDI Communication in the Gas Market

In connection with the conclusion of this Gas Supplier Framework Agreement, the Gas Supplier has received a copy of the Business Scenarios for EDI Communication in the Gas Market. The Business Scenarios for EDI Communication in the Gas Market are subject to regular revision and changes shall be implemented as described in the Business Scenarios for EDI Communication in the Gas Market.

The Business Scenarios for EDI Communication in the Gas Market applicable at any time are published on Energinet's website.

Material changes in the Business Scenarios for EDI Communication in the Gas Market shall be communicated by Energinet as specified in the Business Scenarios for EDI Communication in the Gas Market.

#### **4.2 Communication in accordance with the Business Scenarios for EDI Communication in the Gas Market**

The Gas Supplier shall communicate with the Distribution Companies as prescribed in the Business Scenarios for EDI Communication in the Gas Market. The Gas Supplier may communicate by using either:

- a) EDI Communication;
- b) Other Communication.

Communication in accordance with clause 4.2 b) may basically only be used in emergency situations when communication in accordance with clause 4.2 a) is technical impossible.

Energinet shall on a current basis record the Gas Supplier's status with respect to his choice of communication in the Register of Players.

#### **4.3 Approval of EDI- Communication**

In order to be approved for EDI Communication with a Distribution Company, the Gas Supplier must have completed a successful test thereof on the basis of the test procedures specified by Energinet. The test shall be carried out by Energinet's EdiPort.

If Energinet or a Distribution Company finds that the Gas Supplier does not fulfil the requirements applicable at any time to EDI Communication in accordance with the Business Scenarios for EDI Communication in the Gas Market, Energinet shall give the Gas Supplier 8 Business Days to remedy the matter preventing the Gas Supplier from fulfilling the requirements. If, at the end of the said 8 Business Days, the Gas Supplier still does not fulfil the requirements, Energinet shall inform the Gas Supplier that he is no longer approved for EDI Communication with the consequence that the Gas Supplier must communicate via Other Communication, cf. clause 4.2.

### **5. Register of Players**

Upon conclusion of the Gas Supplier Framework Agreement, the Gas Supplier shall be registered in the Register of Players with his Master Data and status information. The Register of Players (including Master Data and status information) and the Gas Supplier's obligations in this respect are described in detail in General Terms and Conditions for Gas Transport, including the types of information about the Gas Supplier available to Other Players. The Gas Supplier may request that he be registered as one or more Gas Suppliers with different GLN's.

The Gas Supplier shall remain registered in the Register of Players until his Framework Agreements have expired and the rights and obligations under the Gas Supplier Agreements have been fulfilled.

## **6. Player Relationships**

The Gas Supplier shall inform Energinet of any changes in his Player Relationships, cf. clause 4 of General Terms and Conditions for Gas Transport.

## **7. Change of Gas Supplier**

The Gas Supplier shall comply with the rules for change of Gas Supplier given in the Gas Supplier Agreement and the EdiDKgas Implementation Guide.

## **8. Assignment**

The Gas Supplier's rights and obligations under the Gas Supplier Framework Agreement may not be assigned to a third party without the relevant Distribution Companies' and Energinet's prior written consent hereto.

Energinet may assign its rights and obligations under this Gas Supplier Framework Agreement to a third party to which, with the permission of the relevant Minister, Energinet's concession is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

## **9. Term of agreement**

This Gas Supplier Framework Agreement shall enter into effect on the date on which it is signed and shall remain in force until terminated either in full or in part in pursuance of:

- a) Clause 10 of this Gas Supplier Framework Agreement: Termination;
- b) Clause 11 of this Gas Supplier Framework Agreement: Breach;
- c) Clause 12 of this Gas Supplier Framework Agreement: Extended Force Majeure.

## **10. Termination**

The Gas Supplier may terminate the Gas Supplier Framework Agreement with a notice of termination corresponding to the longest of the Gas Supplier's valid agreements with Consumers on the supply of Natural Gas plus at least two Months to expire at the end of a Month.

During the said period of notice the Gas Supplier can only be registered in the Register of Consumers as a Gas Supplier to new Consumers if the Gas Supplier's obligation to supply the Consumer expires no later than at the same time as the Gas Supplier Framework Agreement ends.

If, notwithstanding the foregoing, the Gas Supplier is still registered in the Register of Consumers when the Gas Supplier Framework Agreement expires, the rules given in the Gas Supplier Agreements and the EdiDKgas Implementation Guide shall apply.

## **11. Breach**

In the event of a material breach of the Gas Supplier Framework Agreement, Energinet shall be entitled to terminate the Gas Supplier Framework Agreement in its entirety without notice after which the Gas Supplier shall be denied registration in and access to the Register of Players, with the consequence that the Gas Supplier can no longer act as such in the Danish Gas System.

Material breach includes, but is not limited to:

- a) repeated failure by the Gas Supplier to update Player Relationships in the Register of Players punctually, cf. clause 4 of General Terms and Conditions for Gas Transport;
- b) failure by the Gas Supplier to comply with requirements concerning documentation of Consumers' consent to a change of Gas Supplier, cf. the Gas Supplier Agreement;
- c) repeated material breach on the part of the Gas Supplier of a single Gas Supplier Agreement entered into with the Distribution Companies.

In the event of the Gas Supplier Framework Agreement being terminated Energinet shall record in the Register of Players that the Gas Supplier is no longer a party to a Gas Supplier Framework Agreement or a Gas Supplier Agreement and shall inform the Gas Supplier and the relevant Distribution Companies accordingly. Therefore, the Gas Supplier's requests for change of Gas Supplier shall be refused by the Distribution Companies affected.

## **12. Liability**

Unless Energinet has acted wilfully or grossly negligent, it cannot be held liable for damages for errors in information entered into the Register of Players, lack of access to the Register of Players, failure to update the Register of Players, failure to make backups of the Register of Players or faults in computer systems for the operation of the Register of Players.

The rules on Force Majeure included in the General Terms and Conditions for Gas Transport shall also apply to the Gas Supplier Framework Agreement for both the Gas Supplier and Energinet. If the Gas Supplier Framework Agreement is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of the General Terms and Conditions for Gas Transport shall apply.

**13. Changes**

The Gas Supplier shall accept such regular changes to the Gas Supplier Framework Agreement as are necessary in order for the Gas Supplier Framework Agreement to always be in conformity with the version of the Gas Supplier Framework Agreement applying at any time, which is included as an appendix to General Terms and Conditions for Gas Transport. In the event of changes, Energinet shall give at least one Month's notice to the first Day of a Month, with the changes becoming effective after the expiry of the said period of notice.

**14. Applicable law and venue**

The venue and applicable law given in General Terms and Conditions for Gas Transport applicable at any time shall apply to the Gas Supplier Framework Agreement.

Date:

Place:

Date:

Place:

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Energinet

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Gas Supplier