



TRANSMISSION CONTRACT

No. /UP/ /ZUP

entered into on in Warsaw, by and between:

..... having its registered office in entered into
..... kept by at number
....., with share capital of,
represented by:

- 1.
- 2.

hereinafter referred to as the "System User"

and

Gas Transmission Operator GAZ-SYSTEM S.A. having its registered office in Warsaw, at ul. Mszczonowska 4, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Department at number 0000264771, Tax Identification Number (NIP): 527-243-20-41; statistical number (REGON): 015716698, with the share capital of PLN 3,771,990,842 fully paid up, represented by:

- 1.
- 2.

hereinafter referred to as the "Transmission System Operator" or "TSO"

both hereinafter referred to as the "Parties"



1. OBJECT OF THE CONTRACT AND BASIC OBLIGATIONS OF THE PARTIES

- 1.1. The object of this transmission contract (hereinafter: the "Contract") consists in the services provided by the TSO for the benefit of the System User, comprising the following:
 - 1.1.1. the right to use the transmission system within the limits of the capacity allocation (PP), specified in Appendix no. 3 hereto;
 - 1.1.2. the services of the transmission of gaseous fuel through the transmission system within the limits of the transmission ability allocation (PZ) specified in Appendix no. 3 hereto;
 - 1.1.3. the balancing of the volumes of gaseous fuel delivered to and off-taken from the transmission system.
- 1.2. The Parties undertake to apply the provisions of the currently valid Transmission Network Code (hereinafter; the "TNC"), General Terms and Conditions of the Transmission Contract (hereinafter the „GTC") and the Tariff. Specific obligations of the TSO and the System User are defined in the provisions of the TNC, GTC and the Tariff. By signing this Contract the System User confirms that it has received and reviewed the contents of the currently valid TNC, GTC and the Tariff. The TNC, GTC and the Tariff shall be published on the TSO's website. Implementation of the new version of TNC and the Tariff shall be done in accordance with specified provisions of Energy Law. Implementation of the new wording of the GTC shall be done by publication of the new wording of the GTC on the TSO's website and in the IES.
- 1.3. All the terms defined in the TNC shall retain the same meaning in this Contract.

2. TERM OF THE CONTRACT

- 2.1. The Contract shall enter into force on
- 2.2. This Contract has been concluded for an indefinite term.
- 2.3. The provision of services by the TSO shall begin on the date indicated by the TSO in the capacity allocation (PP) or the transmission ability allocation (PZ), as appropriate.

3. INFORMATION EXCHANGE AND PROTECTION

- 3.1. The scope, format, procedure, place and time of information exchange between the Parties are specified in the TNC.
- 3.2. The following reference details should be given in the nominations, including the nominations made through the Gas Exchange on behalf and for the benefit of the System User:


Contract No. Code:

Shipper Code:

- 3.3. The System User shall be obliged to submit to the TSO an update of the information on the amount of the gaseous fuel planned for transmission (constituting an Appendix no 4 hereto) together with change of capacity allocation (PP) or ability allocation (PZ). The System User shall also be obliged to submit to the TSO an update of the Appendix no 4 before the beginning of new gas year i.e.: by the 30th August of each gas year. Appendix no 4 may be also updated by the System User as needed, regardless to change of capacity allocation (PP), ability allocation (PZ), or the beginning of the new gas year.
- 3.4. The Parties undertake to share with each other any information that may be relevant to the transmission network management, its development planning and operation, and any information required for billing purposes.
- 3.5. The Parties undertake to inform each other forthwith of any events that may have an impact on human safety, or the operation of facilities, installations and networks of either Party.
- 3.6. The information exchanged between the Parties in connection with the performance of the Contract shall be subject to protection according to the provisions of the TNC.
- 3.7. The Party sending information by fax shall keep the transmission report as a proof of sending the fax message.
- 3.8. On behalf of the TSO, the persons authorized to share information concerning the performance of the Contract, including making any declarations related to the performance of the Contract, except for the right to make any amendments to the Contract, are:
- _____
 - _____
- 3.9. On behalf of the System User, the persons authorized to share information concerning the performance of the Contract, including making any declarations related to the performance of the Contract, except for the right to make any amendments to the Contracts, are:
- _____
 - _____
- 3.10. Any change of the persons mentioned in point 3.8 and point 3.9 shall be notified to the other Party, such notification to be made in writing by authorized representatives of a Party, and shall not require an amendment of the Contract.
- 3.11. The contact details of dispatcher and operation services are provided in Appendix no. 5.

4. FINAL PROVISIONS

- 4.1. This Contract shall be governed by and construed in accordance with the Polish law.

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- 4.2. The Parties agree that in case when any part of the Contract is found to be invalid or otherwise legally defective, the remaining part of the Contract shall remain in force. In case of any provisions that are found to be invalid or unenforceable, the Parties shall negotiate in good faith in order to replace such provisions, to the extent practicable, with alternative provisions that are valid and enforceable and reflect the original intentions of the Parties.
 - 4.3. Any amendments to this Contract shall be executed in writing in the form of an annex, otherwise being null and void. The above provision shall not apply to:
 - 4.3.1. the amendments to the TNC, GTC or the Tariff, which shall be binding upon the Parties as of the starting date of their application
 - 4.3.2. the provisions of point 3.10 and point 4.4.
 - 4.4. A change of Appendix no. 3 (PP/PZ) shall not require a written form and shall be made by the means of the TSO's uploading the new content of Appendix no. 3 (PP/PZ) to the IES for the information of the System User in accordance with the provisions of the TNC. The change to the content of Appendix no. 3 (PP/PZ) shall be considered to have been made upon the TSO's uploading of the new wording of Appendix no. 3 (PP/PZ) to the IES. A change of Appendix no. 4 and no. 5 shall not require a written form and shall be made by delivering the new content of the Appendix by electronic mail.
 - 4.5. Subject to point 4.9.1 of the GTC, any correspondence related to this Contract shall be sent by registered mail, courier service or by a messenger, against a confirmation of receipt. The Parties agree fourteen (14) days' response time for official correspondence. Any correspondence sent by registered mail shall be deemed delivered in accordance with Article 139 of the Polish Civil Procedure Code.
 - 4.6. This Contract has been executed in the Polish language, in two (2) counterparts, one for each Party. In addition, the TSO may execute the Contract in the English language. In case of any discrepancies between the Polish and English language version of the Contract, the Contract executed in the Polish language shall be binding upon the Parties.

LIST OF APPENDICES CONSTITUTING AN INTEGRAL PART OF THE AGREEMENT

- Appendix no. 1 The originals or authenticated copies of:
- extract from the register of entrepreneurs for TSO;
 - power of attorney confirming the authority of the signatories of the Contract to represent and incur liabilities.
- Appendix no. 2 The originals or authenticated copies of:
- extract from the register of entrepreneurs for System User;
 - power of attorney confirming the authority of the signatories of the Contract to represent and incur liabilities.
 - decision on issuance of REGON number, unless the information about REGON number is included in the extract from the register of entrepreneurs;
 - decision on issuance of NIP number, unless the information about NIP number is included in the extract from the register of entrepreneurs;
 - an authenticated copy of the System User's licence or a declaration by authorised representatives of the System User that the activity carried out by the System User does not require a licence under the Energy Law.
- Appendix no. 3 PP/PZ, *(included to the Contract, after making for System User a capacity allocation (PP) or ability allocation (PZ))*.
- Appendix no. 4 Information on quantities of gaseous fuel planned for transmission *(included to the Contract, after making for System User a capacity allocation (PP) or ability allocation (PZ))*
- Appendix no. 5 Contact Details;
- Appendix no. 6 Balancing group, *(included to the Contract after its signing by the Parties)*.

Signatures of the Parties	
TSO	System User