TRANSMISSION NETWORK CODE

OF THE POLISH SECTION OF THE TRANSIT GAS PIPELINE SYSTEM YAMAL – EUROPE

Warsaw, March 2023

The English version is provided for informational purpose only.
In case of any discrepancy between this translation and the Polish document, the Polish wording shall prevail.

PART I
GENERAL CONDITIONS FOR THE USE OF THE TRANSIT GAS PIPELINE SYSTEM (SGT)

1. DEFINITIONS AND UNITS

1.1. Definitions

Allocation	The allotment of a certain quantity of gaseous fuel delivered for transmission at an entry point or off-taken from an exit point, to individual Shippers.
Physical balancing	The activities of the Transit Pipeline System Operator (OSGT), which are aimed at balancing the quantity of gaseous fuel delivered to and off-taken from the SGT.
Commercial balancing	The activities of the OSGT involving the definition and settlement of Shippers' imbalance.
System balancing	A business activity carried out by the OSGT as part of the provided transmission services, which consists in the balancing of the demand for gaseous fuel with the supplies of the same, including physical balancing and commercial balancing.
Reference Gas Price (CRG)	The price representing the weighted average purchase price of gaseous fuel purchased by the OSGT in the gas month preceding the month of CRG publication. The price will apply in the month following the month of publicaation on the OSGT website.
Average Balancing Settlement Price ($CSRB_{SGT}$)	Volume-weighted average price from all transactions of Towarowa Giełda Energii session of the Intraday Market for SGT (RDB_{SGT}), related to the present gas day, as published on the OSGT's website and on the website of Towarowa Giełda Energii called TGEsgtID index. In case of no publication of the TGEsgtID index, the last published TGEsgtID index is taken as the $CSRB_{SGT}$.
CEREMP	Centralised European Register of Energy Market Participants kept by the Agency for the Cooperation of Energy Regulators (ACER) established on the basis of the REMIT Regulation.
Gross calorific value (H_{SN})	The amount of heat that is released as a result of complete combustion of $1m^3$ of gaseous fuel in air under normal conditions (at a pressure of 0.101325 MPa and temperature of 0^0C) when the reaction takes place under a constant absolute pressure of 101.325 kPa, where all products of combustion, except for water, are in the liquid state, and the temperature of combustion products is the same as the temperature of substrates prior to combustion and amounts to 25^0C.
Pressure	The pressure of gaseous fuel measured within the SGT under static conditions as an overpressure, which is the difference between the absolute static pressure of the gaseous fuel and atmospheric pressure.
Absolute pressure	The pressure of gaseous fuel measured within the SGT under static conditions as an absolute pressure.

Business days	The days from Monday to Friday, except statutory holidays.
Gas day	A period from 6:00 on a given day to 6:00 on the following day.
Daily Imbalance Quantity (DIN)	The difference between the quantity of gaseous fuel that was delivered by the Shipper at the entry points to SGT and off-taken by the Shipper from SGT at the exit points in a given gas day
Available transmission capacity / Available transmission capability	A portion of the technical capacity (transmission capability) of the SGT, that is not reserved in capacity allocation (PP) or transmission capability allocation (PZ) concluded by the OSGT with Shippers under Transmission Contracts.
Physical entry point	The place of the delivery of gaseous fuel with specified physical location or group of these points (PWP).
Physical exit point	The place of the off-take of gaseous fuel with specified physical location or group of these points (PWP).
Gas Exchange	The operator of a commodity exchange within the meaning of the Commodity Exchanges Act of 26 October 2000 (consolidated text: Journal of Laws of 2022, item 170, as amended) where gaseous fuel is traded, or the operator of a regulated market in the territory of the Republic of Poland within the meaning of the Act on Trading in Financial Instruments of 29 July 2005 (consolidated text Journal of Laws of 2021, item 328, as amended) that organizes the trade in exchange commodities within the meaning of the Commodity Exchanges Act, including gaseous fuel.
SGT Network Code/ Network Code	A Transmission Network Code, within the meaning of Article 9(g) sec. 1 of the Energy Law applicable to the SGT.
Transmission Network Code (TNC)	The Transmission Network Code applied by the Transmission System Operator for the KSP.
Auction Calendar	A reference table which is published by the European Network of Transmission System Operators for Gas (ENTSOG) and displays all relevant timings for auctions taking place during the period of March until February of the following calendar year, including starting dates and standard capacity products to which they apply.
Marginal Buy Price (KCK)	Price determined for the calculation of daily imbalance charges, equal to the higher of the two following prices for a given gas day: a) The highest price of any purchases of title products, in which the OSGT is involved in respect of that gas day, b) $CSRB_T$ in relation to that gas day, plus 10%.

Marginal Sell Price (KCS)	Price determined for the calculation of daily imbalance charges, equal to the lower of the two following prices: a) lowest price of any sales of title products, in which the OSGT is involved in respect of that gas day, b) $CSRB_{SGT}$ in relation to that gas day, reduced by 10%.
EIC Code	Codes used on the European electricity and gas market to identify entities, entry points or exit points, as well as market areas in electronic data exchange.
Shipper (ZUP) Contractor	An entity supplying or receiving gaseous fuel at a given entry/exit point to/from the SGT or to/from a given Shipper.
KSP	A high-pressure gas network and the facilities and installations connected to it and interoperating with this network, owned by the OSGT.
Gas Month	A period from 6:00 on the first day of a given month to 6:00 on the first day of the following month.
Imbalance	The difference between the quantity of gaseous fuel that has been delivered by the Shipper for transmission at an entry point and off-taken by the Shipper from the SGT at an exit point, as established in accordance with the principles of allocation set forth in the Network Code.
Nomination	A Shipper's declaration submitted to the OSGT and confirmed by the OSGT regarding the quantity of gaseous fuel to be delivered by the Shipper at a specified time at an entry point to the SGT and off-taken by the Shipper from the SGT at an exit point.
Contractual congestion	Limitations of the capability to transport gaseous fuel arising from (contracted) capacity booking by the Shippers in excess of the capacity actually used.
Technical congestion	Limitations of the capability to transmit gaseous fuel arising from congestion in the technical facilities, installations or networks.
Billing Point Operator (OPR)	An entity performing measurement and billing tasks at the entry points to or exit points from the SGT.
Transit Pipeline System Operator (OSGT)	Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. – the energy company engaged in the transportation of gaseous fuel and responsible for the network operation within the SGT.
Interoperating System Operator (ISO)	The operator of a system interoperating with the SGT.
Gaseous fuel	High-methane natural gas transported through the SGT.

Auction Platform	An online platform indicated by the OSGT, which supports electronic auctioning of capacity, including bundled capacity.
Gas Trading Platform	An electronic platform where Shippers may place and accept buy and sell orders for gaseous fuel and have the right to modify or withdraw such orders.
Notifying party (PZPT)	The party which notifies the OSGT under an agreement with OSGT of all the transactions concluded on a specific Gas Trading Platform, except for transactions concluded at the Gas Exchange for the purposes of their execution at $WPWE_{PPG}$ and $WPWY_{PPG}$..
Transmission	The transport of gaseous fuel through the SGT between an entry point and an exit point.
Capacity (contracted capacity)	The maximum hourly quantity of gaseous fuel, expressed in energy units (kWh), as specified in the capacity allocation (PP), which may be delivered for transmission at a physical entry point to the SGT, or off-taken from the SGT at a physical exit point. Capacity (contracted capacity) is the basis for settlement of the gaseous fuel transmission service provided by OSGT to Shippers
Incremental capacity (incremental transmission capability)	The potential increase in the technical capacity (technical transmission capability) at an existing FPWE or FPWY, or a newly created FPWE or FPWY, which may be offered based on investments into infrastructure or long-term optimisation of technical capacity.
Technical capacity	The maximum capacity which may be provided on firm basis taking into consideration the integrity and operational requirements of interoperating systems.
Capacity allocation (PP)	A part of the Transmission Contract that specifies the capacity (contracted capacity) the Shipper is eligible to at a specified physical entry point or physical exit point.
Transmission capability allocation (PZ)	A part of the Transmission Contract that specifies the transmission capability the Shipper is eligible to at the specified entry point or exit point.
Entry point (PWE)	The contractual place where gaseous fuel is delivered to the SGT as specified in transmission contract.
Exit point (PWY)	The contractual place where gaseous fuel is off-taken from the SGT as specified in transmission contract.
Point of Interconnection (PWP)	A point that comprises all the physical points located at the interconnection of the KSP with the SGT.
Commercial Report	A document prepared by the OSGT containing a set of

	information concerning the transmission services provided to the Shipper in the respective settlement period (gas month).
Renomination	A Shipper's declaration on the revision of the approved nomination.
Gas year	A period of time from 6:00 on 1 October of the previous year to 6:00 on 1 October of a given year.
Force majeure	An extraordinary external event that is beyond the control of a party and permanently or temporarily prevents the performance of a contract, and the occurrence or consequences of which could not have been foreseen at the time of executing the contract, nor avoided or overcome, by such party despite exercising due care.
SGT	The transmission system known as the Transit Gas Pipeline System (System Gazociągów Tranzytowych) located on the territory of the Republic of Poland, which is owned by SGT EuRoPol Gaz S.A.
Interoperating system	Another transmission system which interoperates with the SGT.
Emergency situation	A situation resulting in the loss of technical operability of the SGT, or any of its interconnected networks, installations or facilities, or a direct threat to human life, health, property, the environment, or a sudden need to take measures in order to prevent or avoid the emergence of such threats or to eliminate the consequences caused by their occurrence, and resulting in a limitation of supply, transmission or off-take of gaseous fuel.
SGT tariff	A set of prices and charges and the conditions applicable to the settlements with Shippers for the SGT.
Entrustment Agreement	Agreement on entrusting operators' obligations on the Polish section of the Yamal-Europe Transit Gas Pipeline System, concluded by the SGT Owner and the OSGT or established by the decision of the President of the Energy Regulatory Office, in accordance with Article 9(h) clause 3(e) of the Energy Law.
Transmission Contract	A contract for provision of gaseous fuel transmission service through the SGT concluded by and between the OSGT and a Shipper.
Virtual reverse flow service	A transmission service provided by the TSO on an interruptible basis, at the points indicated on the TSO's website, consisting in contractual transmission of the gaseous fuel in the direction opposite to gaseous fuel physical flow – a service provided at a physical point, in a direction where the physical flow cannot be delivered.

Energy Law	The Energy Law of 10 April 1997 (consolidated text: Journal of Laws of 2021, item 716, as amended).
Stockpiling Act	The Act of 16 February 2007 on stocks of crude oil, petroleum products and natural gas, the principles of proceeding in circumstances of a threat to the fuel security of the State and disruption on the petroleum market (consolidated text: Journal of Laws of 2021, item 2249, as amended)
Normal conditions	The reference conditions for billing purposes, absolute pressure of 101.325 kPa and temperature of 273.15 K.
Virtual Trading Point	A point with an unspecified physical location where the trade in gaseous fuel is exercised in the SGT.
SGT Owner	Transit Gas Pipeline System EuRoPol Gaz S.A.
Congestion management	The activity carried out by the OSGT as part of the transmission services provided, in order to ensure safe operation of the SGT and to maintain the required technical parameters of gaseous fuels in the event the occurrence of technical or contractual congestion.
Transmission capability	The maximum hourly quantity of gaseous fuel specified in the transmission capability allocation (PZ) and expressed in energy units (kWh/h), which may be delivered for transmission at an entry point and off-taken at an exit point. Transmission capability constitutes a basis for transmission service execution including commercial balancing.
Shipper (ZUP)	A natural or legal person, as well as an unincorporated entity having legal capacity, which has entered into a Transmission Contract with the OSGT.

1.2. Applicable units.

1.2.1. The units of measure used in this Network Code are:

m^3 cubic metre (under normal conditions, unless expressly indicated otherwise)

^0C degree Celsius

h	hour
K	Kelvin
km	kilometre
kWh	kilowatt-hour
MJ	megajoule
mg	miligramme
µg	microgramme
MPa	megapascal
kPa	kilopascal

1.2.2. Any reference to a "quantity of gaseous fuel" in this Network Code means a reference to such "quantity of gaseous fuel expressed in the units of energy (kWh)", unless specifically indicated otherwise. The "volume of gaseous fuel" is expressed in cubic metres (m^3).

1.3. List of acronyms:

A_i	Factor depending on the 24-hour average pressure at the entry point
CRG	Reference Gas Price
$CSRB_{SGT}$	Average Balancing Settlement Price
DIN	Daily imbalance quantity
GIIP	Gas Inside Information Platform (https://www.gasinsideinformationplatform.pl/)
I_{GP}	Daily amount of gaseous fuel injected by the Shipper at the entry point when the minimum pressure value is not met
KCK	Marginal Buy Price
KCS	Marginal Sell Price
MOD	Absolute value
NPV	Net present value
OPM_D	Fee for the delivered gaseous fuel which is paid by the Shipper to the OSGT
OPM_P	Fee for the off-taken gaseous fuel which is paid by the OSGT to the Shipper
ONB	Charge related to financial neutrality of balancing
O_{NSJW}	Charge for an off-spec quality parameter
O_{NSTW}	Charge for an off-spec water dew point parameter
OPR	Billing Point Operator
O_S	Underpressure fee
OSGT	Transit Gas Pipeline System Operator
TSO	Transmission System Operator
ISO	Interoperating System Operator
PP	Capacity Allocation
PZ	Transmission Capability Allocation
PWE	Entry Point
PWP	Point of Interconnection
PWY	Exit Point
PZPT	Transaction Notifying Party
Q_{max}	The maximum actual flow rate expressed in the units of volume per hour
IES	Information Exchange System
ERO	Energy Regulatory Office
ZUP	Shipper

1.4. Legal basis for the application of the SGT Network Code.

1.4.1. The SGT Network Code has been drafted by the OSGT pursuant to the requirements of Article 9g of the Energy Law and sets out detailed conditions for the use of the SGT by Shippers and the conditions and methods of carrying out the operation and maintenance of the SGT and its development planning .

1.4.2. The SGT Network Code takes into consideration the requirements specified in the provisions of the Energy Law, Regulation of the Minister of Economy on detailed conditions of gas system operations (i.e. Journal of Laws of 2018, item1158, as amended), Regulation of the Minister of Energy on detailed principles of tariff design and calculation, and settlements in the trade in gaseous fuels (Journal of Laws of 2021, item 280, hereinafter: "Tariff Regulation"), as well as the Directive of the European Parliament and Council 2009/73/EC of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC, and the Regulation of the European Parliament and Council (EC) No. 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) 1775/2005 (OJ L 211, 14.8.2009, p. 94, as amended).

1.4.3. The SGT Network Code has been drafted taking into consideration the rules specified in the network codes referred to in the Regulation of the European Parliament and Council (EC) No. 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) 1775/2005 (OJ L 211, 14.8.2009, p. 36, as amended), including the rules contained in the Commission Regulation (EU) No. 312/2014 of 26 March 2014 establishing a network code on balancing gas in transmission networks (OJ L. 91, 2014, p. 15 - hereinafter: "NC BAL") and Commission Regulation (EU) No. 2017/459 of 16 March 2017 establishing a network code on mechanisms for capacity allocation in gas transmission systems and repealing Regulation (EU) No. 984/2013 (Journal of Laws of the EU. L. of 2017 No. 72, p. 1 - hereinafter: "NC CAM").

2. GENERAL PROVISIONS

2.1. Introduction.

2.1.1. The SGT Network Code (the Network Code) regulates the principles of the provision of transmission services in the SGT by Gas Transmission Operator GAZ-SYSTEM S.A. designated as the Operator of the Transit Pipeline System (OSGT) by the President of the Energy Regulatory Office (ERO).

2.1.2. The SGT Owner and the OSGT are bound by the Entrustment Agreement.

2.1.3. The Network Code shall be binding upon the OSGT and Shippers. The Network Code shall be also binding upon the SGT Owner (to the extent that the relevant provision of the Network Code refers thereto).

2.1.4. The OSGT shall offer the transmission services for gaseous fuel within the limits of available capacity.

2.1.5. The OSGT shall provide gas transmission services to Shippers under a Transmission Contract and subject to the terms and conditions set forth in the Network Code.

2.1.6. The SGT Network Code comprises the following:

2.1.6.1. Part I – General conditions for the use of the SGT, the operation and planning the development of the network;

2.1.6.2. Part II – Balancing and congestion management in the SGT.

2.1.7. The Network Code is posted on the website of OSGT www.gaz-system.pl and is delivered to the parties upon the execution of the Transmission Contract and made available to any entities that are applying for a connection to the SGT.

2.2. The OSGT, applying objective and transparent principles which ensure an equal treatment of Shippers according to Article 9c of Energy Law, and taking into account the environmental considerations, shall ensure the following:

2.2.1. control of gas flows,

2.2.2. safety of the operation of the SGT and the control of the gas flow by the OSGT with due regard to the rights of the SGT Owner to the SGT as specified in the Entrustment Agreement, by the means of, among other things, performing maintenance activities, repairs and operations of the SGT,

2.2.3. dispatcher cooperation with the services of operators of other sections of the Yamal – Europe gas pipeline,

2.2.4. balancing and congestion management of the SGT,

2.2.5. delivery of information for the Shippers and operators of other transmission systems concerning the terms and conditions of transmission services;

2.2.6. the cooperation with other operators of gas systems .

2.3. OSGT provides all necessary information to the Agency for the Cooperation of Energy Regulators and to other relevant authorities in accordance with applicable law imposing on OSGT the legal obligation to provide such information, including the Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (OJ L 2011.326.1 – hereinafter referred to as "REMIT") and implementing acts to REMIT.

2.4. The Shipper shall use the gas transmission service subject to the principles set out in the Energy Law, the Network Code and the Transmission Contract. The Shipper shall be obliged to pay to the OSGT fees and charges that are set forth in the SGT Tariff and in Part II of the Network Code.

2.5. The Shipper shall be obliged to observe the provisions of the Network Code, in particular, shall:

2.5.1. deliver gaseous fuel for transmission and off-take from the SGT in quantities specified in the confirmed nominations for the entry and exit points in accordance with the provisions of point 12,

2.5.2. ensure that the gaseous fuel delivered for transmission at the physical entry point to the SGT conforms to the quality requirements set out in point 3.4.1 and the pressure levels set out in point3.4.2.1,

2.5.3. refrain from exceeding the capacity and transmission capability specified in the capacity allocation (PP) and transmission capability allocation (PZ),

2.5.4. make payments in accordance with the provisions of the Transmission Contract,

2.5.5. take account of the limitations specified in SGT Network Code in the submitted nominations,

2.5.6. immediately notify the OSGT of any change in the formal/legal and commercial conditions that constitute the basis for the conclusion of the Transmission Contract, as specified in point 7,

2.5.7. ensure the possibility of 24-hour contact with the Shipper in the event of the occurrence of any unexpected events that may affect the provision of the transmission service,

2.5.8. immediately obey the instructions of the OSGT's dispatcher services and assure fulfilment of such instructions by the entities delivering gaseous fuel to or taking it from the SGT for the Shipper.

2.6. Complementary documents.

2.6.1. SGT diagram.

2.6.2. Application form for the determination of the conditions for connection to the SGT.

2.6.3. Specimen Transmission Contract with the general contractual conditions.

2.6.4. Application form for the capacity allocation (PP) and transmission capability allocation (PZ).

2.6.5. Specimen Commercial Report.

2.6.6. SGT tariff.

2.6.7. The decision of the President of ERO issued on the basis of NC BAL approving the mechanism of ensuring cost neutrality of OSGT balancing activities.

2.6.8. Technical standards and codes specifying technical requirements for facilities, installations and networks.

2.6.9. Complementary documents are posted on the OSGT's website at www.gaz-system.pl.

2.7. Application of the Network Code.

2.7.1. The amended or new provisions of the Network Code shall be binding upon the OSGT, Shippers and the SGT Owner, upon their approval by the President of ERO and the promulgation in the ERO Bulletin as of the date specified in the relevant decision of the President of ERO.

2.7.2. The consolidated text of the Network Code containing all the introduced changes and any subsequent changes to the Network Code shall be posted on the OSGT's website and made available for review at the OSGT's registered office.

2.7.3. The OSGT shall forward the consolidated text of the Network Code containing all the changes introduced thereto to the entities that are the parties to an agreement for connection to the SGT.

2.7.4. In the event that the amendments to the SGT Network Code or a new SGT Network Code are not accepted, the Shipper shall have the right to terminate the Transmission Contract by serving a notice within fourteen (14) days from the date of the publication of the amendments to the SGT Network Code or a new SGT Network Code and subject to, at the Shippers' discretion, either: (i) fourteen (14) days' notice period or (ii) other (i.e. either shorter or longer) notice period indicated by the Shipper which, however, must not lapse later than on the day preceding the entry of the changes to the SGT Network Code, or the new SGT Network Code, into force; or (iii) without any notice period and with effect at the end of the gas day preceding the entry of the changes to the SGT Network Code, or the new SGT Network Code, into force. In the case that the change to the SGT Network Code or a new SGT Network Code enters into force during the notice period, the Shipper shall apply such amended SGT Network Code or the new SGT Network Code in the amended wording as of its effective date throughout the entire notice period.

3. DETAILED TECHNICAL CONDITIONS. CONDITIONS AND METHODS OF MANAGEMENT OF THE OPERATION AND MAINTENANCE OF THE SGT

3.1. The characteristic of the SGT.

3.1.1. The SGT comprises the following:

3.1.1.1. DN 1400 p_r 8,4 MPa pipeline with a length of approximately 684 km, i.e. from the Polish-Belorussian border in the vicinity of the village of Kondratki to the German-Polish border on the Odra river, along with metering stations;

3.1.2. On the territory of the Republic of Poland, the SGT interoperates with gas pipelines owned by the Transmission System Operator – GAZ-SYSTEM S.A., i.e. the KSP.

3.2. List of system points.

3.2.1. The SGT diagram and the list of physical entry points (FPWE), physical exit points (FPWY), entry points and exit points are posted on OSGT's website www.gaz-system.pl.

3.2.2. The following points shall be defined within the SGT:

3.2.2.1. physical entry points (FPWE) and physical exit points (FPWY),

3.2.2.2. entry points (PWE) and exit points (PWY), including:

3.2.2.2.1 points with specified physical location – single points or groups of points, including PWP,

3.2.2.2.2 Virtual Trading Points :

3.2.2.2.2.1 Gas Exchange point – for transactions executed in Gas Exchange ($WPWE_{GG}$ or $WPWY_{GG}$),

3.2.2.2.2.2 Gas Trading Platform point - for transactions concluded on the Gas Trading Platform and notified by PZPT ($WPWE_{PPG}$ and $WPWY_{PPG}$)

3.2.2.2.2.3 OTC market point - for transactions executed in the OTC market ($WPWE_{OTC}$ or $WPWY_{OTC}$),

3.2.2.2.3 the SGT Exit Point – a point operated for own needs of the SGT.

3.3. Transfer of risk.

3.3.1. Transfer of risk related to the transmission of gaseous fuel for the Shipper onto the OSGT shall take place at the point of the delivery of such gaseous fuel to the SGT at the border of the Republic of Poland or at the physical entry points located on the territory of the Republic of Poland.

3.3.2. The transfer of the risk related to the transported gaseous fuel onto the Shipper shall take place, as appropriate, at the border of the Republic of Poland upstream of the Mallnow station, or at physical exit points located on the territory of the Republic of Poland.

3.4. Quality parameters of gaseous fuel.

3.4.1. Quality parameters.

3.4.1.1. Gaseous fuel transported through the SGT shall conform to the following requirements:

Gaseous fuel quality parameter	**Unit of measure**	**Maximum permissible value / range**
Gross calorific value*	MJ/m^3	≥ 38,0
	kWh/m^3	≥10,556
Range of variations of the Wobbe index	MJ/m^3	45,0 ÷ 56,9
	kWh/m^3	12,500 ÷ 15,806
Carbon dioxide content*	% mol	≤ 3.00
Oxygen content*	% mol	≤ 0.2
Mercaptan sulphur content*	mg/m^3	≤ 16.0
Hydrogen sulphide content*	mg/m^3	≤ 7.0
Total sulphur content*	mg/m^3	≤ 40.0
Mercury vapor content*	$\mu g/m^3$	30,0
water dew point temperature at 5,5 MPa from April 1 to September 30	°C	+3,7
water dew point temperature at 5,5 MPa from October 1 to March 31	°C	-5,0
Hydrocarbon dew point at 2.7 MPa	°C	≤ 0
Content of dust particles with diameter of over10 µm *	mg/m^3	1,0
The range of temperature variability of gaseous fuel injected in the transmission system	°C	0-50

** - All values presented in the table, except for water dew point temperature, are given for normal conditions*

3.4.2. Gaseous fuel pressure.

3.4.2.1. Pressure requirements at entry or exit points.

Absolute pressure at Mallnow physical entry point (in case of physical gas flow to Poland)	MPa	≥6,6
Absolute pressure at a physical exit or entry point from / to the KSP	MPa	≥ 6,1

3.4.2.2. In the event that the Shipper fails to maintain the required pressure of gaseous fuel at a physical entry point, the OSGT shall have the right to refuse to accept the delivery of such gaseous fuel to the SGT if that would jeopardise the SGT integrity.

3.5. Measurements of pressure, quantity, volume and quality parameters of gaseous fuel in the SGT.

3.5.1. The measurements of the quality, volume and quantity of gaseous fuel shall be taken at physical entry points and physical exit points to/from the SGT.

3.5.2. The measurements of the volume of gaseous fuel shall be taken with the use of orifice, turbine or ultrasonic flow-meters, provided that the measurement taken with an ultrasonic flow-meter shall be the primary measuring system used for the determination of the volume of gaseous fuel.

3.5.3. The measurement of the composition, physical and chemical parameters of gaseous fuel shall be performed by means of process chromatographs at least four (4) times per hour.

3.5.4. The quantity of gaseous fuel that constitutes the basis for settlement for the provided transmission services and balancing is determined in the following manner:

3.5.4.1. the hourly gaseous fuel quantity delivered for transmission at a physical entry point and received at a physical exit point shall be determined as the product of the volume of gaseous fuel measured at the relevant physical entry or exit point and the gross calorific value determined for the relevant physical entry or exit point in accordance with the provisions of point 3.5.7 for the same hour,

3.5.4.2. the daily gaseous fuel quantity shall be calculated as the sum of the hourly gaseous fuel quantities calculated in accordance with point 3.5.4.1,

3.5.4.3. the monthly gaseous fuel quantity shall be calculated as the sum of the daily gaseous fuel quantities calculated in accordance with point 3.5.4.2.

3.5.5. Where there is a metering system installed at a physical entry point or physical exit point which enables the determination of both the volume of gaseous fuel and the quantity of gaseous fuel and a chromatograph interoperating with that system which enables the heat of combustion to be determined in the settlement period, settlement, subject to OSGT approval, shall be made on the basis of hourly quantities of gaseous fuel obtained from the metering system.

3.5.6. The determination of the quantity of hydrogen sulphide, mercaptan sulphur and total sulphur content in the gaseous fuel delivered to the SGT shall be made by the means of an automatic analyser. The frequency of the analysis shall not be less than once (1) in two (2) hours.

3.5.7. The gross calorific value of gaseous fuel shall be determined by the calculation method on the basis of the composition recorded by the process chromatograph.

3.5.8. The determination of the quality parameters and pressure referred to in point 3.4.1.1 and 3.4.2.1 shall be made for each physical entry and exit point, and for the group of physical points, including PWP, the quality parameters shall be established as an average value weighted by the total volume of gaseous fuel measured at the physical points comprised in this group. The average values referred to above shall be established as daily values.

3.5.9. The water dew point and of the hydrocarbons dew point shall be measured on a continuous basis using automatic analysers.

3.5.10. The density of gaseous fuel shall be calculated on the basis of its chemical composition, in accordance with the results of the chromatograph-made analysis.

3.5.11. The quality parameters of gaseous fuel, which are determined from time to time, shall be deemed to be true and correct until the subsequent measurement is taken.

3.6. Technical requirements for metering equipment

3.6.1. The basic functional requirements for the design, construction, commissioning and use of metering stations are set out in standards and technical codes specified on the TSO website.

3.6.2. Legislation that provides for absolute obligation to apply other standards than the technical codes specified on the TSO website shall prevail.

3.6.3. Conditions to be met by gas meters.

3.6.3.1. New gas meters put into service, intended for billing at physical entry or exit points to/from the transmission system, shall undergo conformity assessment procedure.

3.6.3.2. Gas meters at physical entry or exit points to/from the transmission system shall be subject to legal metrological control or metrological supervision.

3.6.3.3. Gas meters not subject to legal metrological control shall be subject to metrological supervision and shall be calibrated in accordance with applicable standards published on the TSO website every eight (8) years or after repair. The period of eight (8) years is counted from January 1 of the year following the year in which the

calibration was performed. Calibration shall be conducted in accordance with the following rules:

3.6.3.3.1 Calibration of turbine and ultrasonic gas meters, installed in a gas network in which the maximum working pressure exceeds 0.5 MPa should be performed with natural gas at a pressure similar to the working pressure.

3.6.3.3.2 Gas meter errors identified during calibration shall not exceed the permissible limits of error:

3.6.3.3.2.1 two (2) % in the range of QG_{min} to QG_t,

3.6.3.3.2.2 one (1) % in the range of QG_t to QG_{max}.

3.6.3.3.3 When the gas meter errors identified during calibration are greater than the values specified in para. 3.6.3.3.2, the gas meter shall be subject to adjustment and recalibrated.

3.6.3.3.4 The characteristics of turbine and ultrasonic gas meters, obtained during calibration with natural gas at a pressure similar to the working pressure, shall be entered into flow computers.

3.6.3.3.5 When calibrating gas meters, efforts shall be made to minimize errors obtained during calibration by performing adjustments in such a manner as not to favour any of the billing parties.

3.6.4. The flow computers used for measurement of quantity or volume of transmitted gaseous fuel shall operate according to standard winter time (UTC+1) throughout the gas year. The TSO shall settle the Shipper according to the official time.

4. CRITERIA OF SECURITY OF SGT OPERATIONS

4.1. The safety of the SGT operation shall rely on the following safety criteria:

4.1.1. ensuring sufficient capacity of the SGT enabling the performance of transmission contracts concluded by Shippers;

4.1.2. maintaining the gas pressure, determined in point 3.4.2.1, in individual physical points;

4.1.3. maintaining the quality parameters of gaseous fuel in the SGT in accordance with the Network Code.

4.2. In order to ensure the achievement of the safety criteria of the SGT operation, the OSGT shall employ the following measures:

4.2.1. manage the operation of the SGT, by the means of including but not limited to, nomination acceptance and approval procedures specified in this Network Code;

4.2.2. check the quality parameters of gaseous fuel in the SGT;

4.2.3. ensure that appropriate resources are continuously on duty in order to provide immediate response in the event of the occurrence of any emergency situation.

5. COOPERATION BETWEEN GAS SYSTEM OPERATORS

5.1. The OSGT shall cooperate with other operators of gas transmission systems or energy companies in order to ensure a reliable and effective operation of the SGT and other gas systems and to coordinate their development.

5.2. The detailed conditions and methods of cooperation with interoperating systems operators shall be specified in separate interconnection agreements.

5.3. The interconnection agreements shall specify, in particular, the following:

5.3.1. the principles of transfer of information about nominations and re-nominations;

5.3.2. the principles of transfer of measurement results and the allocation of gaseous fuel;

5.3.3. the procedures applicable in the event of the occurrence of an emergency or any other event that presents a risk affecting the operation of the of interoperating gas systems;

5.3.4. the procedures applicable in the event of limitations introduced in the transmission of gaseous fuel.

5.4. The OSGT shall have the right to pass on information concerning nominations and re-nominations submitted by Shippers for the points of interconnection between the SGT and the respective interoperating system and information concerning the results of measurements and allocations for the points of interconnection between the SGT and the respective interoperating system to the operators of such interoperating systems.

6. DEVELOPMENT OF THE SGT

6.1. Development planning.

6.1.1. The development of the SGT in view of the of current and future demand for gaseous fuel shall be based on the criteria defined in the documents on the national energy policy and the recommendations of the competent authorities of the European Union, taking into account the technical conditions of the SGT as an element of the trans-European energy network.

6.1.2. The OSGT conducts a process to assess the market demand for incremental capacity, including a non-binding phase in which Shippers express and estimate their demand for incremental capacity, and a binding phase in which the OSGT requests Shippers to undertake binding obligations regarding the contracting of incremental capacity according to the provisions of the NC CAM.

6.2. Connection to the SGT.

6.2.1. In order to maximise the use of the existing SGT infrastructure, as a fundamental rule, priority shall be given to connections to the existing physical entry points or physical entry points.

6.2.2. If it is not possible to establish the connection at an existing physical point, the OSGT shall specify the conditions of connection for a new physical point, subject to the existence of technical and economic conditions.

6.2.3. The connection of entities to the SGT shall be effected by the OSGT, in cooperation with the SGT Owner.

6.2.4. The process of connection of an entity to the SGT shall proceed according to the following steps:

6.2.4.1. submission of an application by the entity applying for connection for the specification of the conditions of connection and a formal assessment of such application;

6.2.4.2. analysis of technical and economic conditions of connection to the SGT carried out by the OSGT;

6.2.4.3. issuance of the draft conditions of connection to the SGT by the OSGT for the SGT Owner,

6.2.4.4. provision to the OSGT Owner the SGT Owner's technical data in order to determine the technical conditions for the implementation of the connection covered by the draft connection conditions and for the SGT Owner to provide the OSGT with an opinion regarding the draft connection conditions - within 14 business days of the date of receipt of the draft conditions from the OSGT,

6.2.4.5. the specification of the conditions of connection by the OSGT;

6.2.4.6. the conclusion of a connection agreement with the OSGT;

6.2.4.7. the performance of the connection.

6.2.5. The OSGT shall refuse the connection to the SGT in the case of the absence of conditions of connection to the SGT, as specified in the Energy Law. This does not exclude the application of the regulations set out in Article 7 section 9 of the Energy Law.

6.2.6. The OSGT shall inform the entity applying for the connection and the President of ERO on its refusal to issue the connection conditions, or the issuance of connection conditions that partly consider the application for the connection conditions, stating the grounds for its decision.

6.2.7. In the event of the refusal to specify the conditions of connection to the SGT due to the reasons referred to in the Energy Law, the OSGT, on request of the entity applying for the connection, shall present the information about the measures to be taken in respect of the SGT development in order to establish the connection to the SGT.

6.2.8. Detailed conditions of connection of entities to the SGT are specified in the Energy Law and the related implementing regulations.

6.2.9. Any additional information concerning the connection to the SGT and specimen document related to the connection procedure shall be available on the OSGT's website.

6.2.10. Any disputes concerning the refusal to enter into an agreement for connection to the SGT shall be resolved by the President of ERO, on request of the applying entity.

6.3. Application for the specification of conditions of connection to the SGT.

6.3.1. The applicant shall file the application for the determination of the conditions of connection to SGT by using the obligatory form titled "Application for determination of the conditions of connection".

6.3.2. The application for the determination of the conditions of connection shall be filed with the OSGT.

6.3.3. Together with the application for the determination of the conditions of connection, the applicant shall be required to present relevant documents to enable the technical and economic analysis of the connection conditions.

6.4. The conditions of connection to the SGT.

6.4.1. The application shall be considered taking into account the available transmission capacity, currently provided transmission service and existing connection agreements.

6.4.2. The process of application consideration shall include:

6.4.2.1. evaluation of correctness of the application and the completeness of the enclosed documents, and the determination of the location for the connection of facilities, installations or networks. When the application does not meet the applicable formal requirements, the OSGT shall, within seven (7) days of the receipt of the application, notify the applicant about the necessity to supplement the application or to deliver missing documents within a period not shorter than twenty one (21) days. The application which has not been supplemented within the prescribed time-limit shall be dismissed without consideration;

6.4.2.2. a technical and economic analysis whereby the OSGT shall assess whether the connection to the SGT is possible and shall specify the conditions of connection within the legally binding time-limit.

6.4.3. When the issue of the conditions of connection depends on obtaining the conditions of connection from another energy company, the time limits specified in point 6.4.2.1 will be extended by a period which is necessary to obtain these conditions from another energy company.

6.4.4. The OSGT shall immediately inform the applicant about a different time limit for the issuance of the connection conditions in the event when, due to material reasons, the time limits specified in point 6.4.2.1 and 6.4.2.2 cannot be met.

6.4.5. The technical and economic analysis shall be carried out by the OSGT on the basis of information provided in the application and shall include:

6.4.5.1. the definition and analysis of alternative connection options;

6.4.5.2. the evaluation of the costs of transmission, investment expenditures on the construction of the connection and the development of the SGT, including the specification of the connection fee;

6.4.5.3. the analysis of economic conditions of connection to the SGT and supply of gaseous fuel.

6.4.6. Any change in the connection conditions shall only be possible by way of submitting a new application to the OSGT for the issuance of connection conditions or through the provisions of the relevant connection agreement.

6.4.7. When considering the application, the OSGT shall take into account the existing Transmission Contracts concluded with the Shippers, the capacity allocations (PP) and transmission capability allocations (PZ) and the existing connection agreements, unless the deadline set out therein for the conclusion of an agreement to be the basis for the supply of gaseous fuels has lapsed, subject to point 6.4.8.

6.4.8. If, on the same day, at least two (2) applications for connection in the same point are filed, the OSGT shall consider all such applications together and shall determine the conditions of connection to the SGT for each entity applying for the connection at this point and shall proportionally divide the available transmission capability of the SGT.

6.4.9. The OSGT shall have the right to determine whether the facilities, installations or networks to be connected to the SGT owned by entities applying for connection satisfy the technical and operational requirements which ensure:

6.4.9.1. safety of the SGT operation and the performance of transmission contracts with the Shippers,

6.4.9.2. protection of the SGT against damage caused by any inappropriate operation of the connected facilities, installations and networks,

6.4.9.3. protection of the connected facilities, installations and networks against damage in the event of an emergency or imposition on curtailment measures on the consumption or supply of gaseous fuels,

6.4.9.4. adherence to the quality parameters of the gaseous fuel at the place of connection of the facilities, installations and networks,

6.4.9.5. satisfaction of environmental requirements, as stipulated in legal regulations,

6.4.9.6. ability to take measurements of the necessary values and parameters required for the operation of the SGT and billing for the transmission of gaseous fuel.

6.4.10. Specifically, it shall be deemed that technical conditions for connection to the SGT do not exist when the provision of the transmission service to the entity applying for the connection undermines the reliability of transmission or quality of gaseous fuel or could prevent the performance of existing transmission contracts with Shippers, or other of obligations in respect of the protection of the interests of Shippers or environmental protection.

6.4.11. Specifically, it shall be deemed that economic conditions for connection to the SGT do not exist when the connection results in a detrimental change in the level of prices or charges for the provision of the transmission service to other parties.

6.4.12. The connection conditions shall specify, in particular, the following:

6.4.12.1. the place of connection of facilities, assemblies or networks, and their technical parameters,

6.4.12.2. the extent of necessary adaptations in the SGT related to the connection to the SGT,

6.4.12.3. the technical parameters of the connection line to the SGT,

6.4.12.4. the group and sub-group of the gaseous fuel in accordance with the standard specified on the Operator's website concerning gaseous fuels classification,

6.4.12.5. the minimum and maximum pressures for the supply and off-take of gaseous fuel,

6.4.12.6. the requirements applicable to the measurement system and the location where it is to be installed,

6.4.12.7. the connection capacity,

6.4.12.8. the characteristics of the delivery and off-take of gaseous fuel, including the minimum and maximum hourly and yearly quantities to be delivered or off-taken, expressed in the units of volume (m3) and energy (kWh).

6.4.12.9. the place of the delivery and off-take of the gaseous fuel,

6.4.12.10. point delimiting the ownership of the SGT and the facilities, installations or networks owned by the entity to be connected,

6.4.12.11. the requirements related to the features of a gas facility or a metering system, type of such system, as well as telemetry and cathodic protection systems,

6.4.12.12. the expected starting date for the off-take of gaseous fuel and the quantities of gaseous fuel to be off-taken, expressed in the units of volume (m3) and energy (kWh).

6.4.12.13. the purpose of use of gaseous fuel.

6.5. Agreement for connection to the SGT.

6.5.1. The entity shall be connected to the SGT on the basis of an agreement for connection to the SGT (hereinafter referred to as the connection agreement), to be executed by and between the OSGT and the entity being connected.

6.5.2. The connection agreement shall be executed on the basis of the application to be filed by the entity that holds valid conditions of connection to the SGT. The OSGT shall send a draft connection agreement to such entity without undue delay and in any case not later than within thirty (30) days of receiving the application for connection agreement.

6.5.3. If, after the issue of the conditions of connection to the SGT, the technical capability of supplying gaseous fuel have ceased to exist, the OSGT may refuse to execute the connection agreement.

6.5.4. The connection agreement shall constitute a basis for the OSGT to undertake any engineering, construction and assembly works in accordance with the scope specified in the agreement.

6.6. The provisions of sections 6.2.4.6, 6.2.5 - 6.2.7, 6.2.10 and 6.5 shall not apply to the execution of the connections between the SGT and the KSP.

7. TRANSMISSION CONTRACT

7.1. General conditions.

7.1.1. The transmission services, including balancing, shall be provided pursuant to the Transmission Contract and the capacity allocation (PP) and/or transmission capability allocation (PZ).

7.1.2. The Transmission Contract shall be of a framework nature and provide the basis for the execution of annexes to the transmission contract in the form of capacity allocation (PP) and/or transmission capability allocation (PZ).

7.1.3. The Transmission Contract may only be concluded with an entity whose EIC Code is registered in CEREMP.

7.1.4. "The capacity and transmission capability allocation (PP/PZ)" shall be attached as an Annex to the Transmission Contract. The "Capacity and transmission capability allocation PP/PZ" annex defines the capacity allocation (PP) and/or the transmission capability allocation (PZ), including the amount of capacity (contracted capacity) allocated to the Shipper, type of allocated capacity (contracted capacity), i.e. on a firm, or interruptible basis, and the product (time for which the capacity (contracted capacity) is allocated). The execution of the Annex "capacity and transmission capability allocation" takes place in electronic form by providing the Shipper access to the digital document in the IES by the OSGT.

7.1.5. The Shipper consents to the disclosure of all the necessary data concerning the performance of the Transmission Contract, including measurement and billing data, to the ISO.

7.2. Application for a Transmission Contract.

7.2.1. The application for a Transmission Contract shall be submitted via the IES after registering in the IES and obtaining a login and password to the IES in accordance with the IES rules.

7.2.2. An entity seeking to execute a Transmission Contract (the Applicant) shall be required to submit through the IES, together with an application for a Transmission Contract, the scans of the following documents and certificates, or copies thereof certified by individuals authorised to represent the entity, or a counsel or attorney:

7.2.2.1. documents confirming the legal status of the entity, including specifically a confirmation of entry in the Central Registration and Information on Business (CEIDG) or a current extract from the National Court Register (KRS) or a computer printout of a certificate of entry to the KRS, and in case of an Applicant without a registered office in the territory of the Republic of Poland - a valid extract from the relevant commercial register, issued not earlier than three months before the submission date of the application for a Transmission Contract, obtained in accordance with the principles specified in the regulations of the country of the Applicant's registered office,

7.2.2.2. power of attorney or other documents confirming the authorisation of the individuals representing the Applicant to incur obligations on its behalf, unless such authorisation can be inferred from the content of the document referred to in point 7.2.2.1,

7.2.2.3. certificate of tax identification number for the purposes of the tax on goods and services (VAT) for the Applicants based in the European Union Member States, unless such information can be inferred from the content of the document referred to in point 7.2.2.1,

7.2.2.4. the Applicants having their registered office in the territory of the Republic of Poland shall also present a certificate of REGON statistical number, unless such information can be inferred from the content of the document referred to in point 7.2.2.1,

7.2.2.5. the Applicants operating in the territory of the Republic of Poland shall present a licence promise, copy of the licence or a declaration signed by persons authorised to represent the Applicant that the activities carried out by the entity do not require a licence, as provided for by the Energy Law. OSGT provides the President of the ERO with information on the submission of the above declaration by a given entity,

7.2.2.6. power of attorney for the person authorized to represent the Applicant in the course of the procedure of the conclusion of the capacity allocation or capacity allocation through SWI,

7.2.2.7. the Applicant intending to participate in the process of allocation of available capacity through an auction shall submit the power of attorney for the person who will represent the Applicant during the auction on the Auction Platform or other online platform indicated by the OSGT, in accordance with the form published on the OSGT website.

7.2.2.8. In addition to the documents referred to in point 7.2.1, an Applicant without a registered office on the territory of the Republic of Poland shall also present, together with the application for a Transmission Contract, the certified translations of the documents referred to in point 7.2.2.1, point 7.2.2.2 and point 7.2.2.3 into Polish if they are drawn up in a foreign language.

7.2.3. The applicant is obliged to immediately notify the OSGT of any changes to the data and documents contained in the submitted application for the conclusion of the Transmission Contract and to re-submit the current data and documents that have changed. The above obligation applies to changes that will occur in the period from the date of submission by the Applicant of the application for the conclusion of the Transmission Contact, to the date of conclusion of the Transmission Contract with the Applicant, as well as during the term of the Transmission Contract. The provisions of point 7.2.2.8 shall apply accordingly. The selection of the person or change of the person authorized to represent the Applicant in the auction is done by submitting a new power of attorney form.

7.2.4. After receiving the application for a Transmission Contract, the OSGT shall review the application to verify the completeness and validity of the data contained therein and in the enclosed documents. The OSGT shall consider the application for a Transmission Contract within fourteen (14) days of the date of its receipt. After considering the application for a Transmission Contract, the OSGT shall advise the Applicant of either its acceptance or rejection or request the Applicant to supplement the application.

7.2.5. The OSGT shall request the Applicant, through the IES, to supplement the application for a Transmission Contract in case when any essential data are missing or the application is incomplete. The applicant should deliver the supplemented application for a Transmission Contract, through the IES, within fourteen (14) days of receiving the request

for its supplementation. In the case of subsequent requests of the Applicant to supplement the application for a Transmission Contract and for the Applicant to provide the supplemented application for the Transmission Contract by the required date, the deadline indicated in point 7.2.4 shall begins on the date of receipt by the OSGT of a complete application that meets the requirements referred to in point 7.2.2. If the supplemented application for a Transmission Contract is not delivered within the required time limit, the OSGT shall leave the application unconsidered.

7.2.6. The information about the application having been left unconsidered, rejected, or about the refusal to execute the Transmission Contract shall be without undue delay communicated by the OSGT to the Applicant in writing, together with the grounds therefor.

7.2.7. In case of accepting the application, the OSGT shall send the draft of the Transmission Contract to the Applicant, against a written confirmation of receipt, within three (3) business days of finalising the application consideration process, such draft to be prepared on the basis of the currently applicable specimen.

7.2.8. The applicant shall submit the signed draft of the Transmission Contract to the OSGT against a confirmation of receipt within thirty (30) days of the delivery date of such draft with the original documents and certificates referred to in point 7.2.2 or copies thereof authenticated by individuals authorised to represent the entity, or a counsel or attorney.

7.2.9. If the Applicant fails to deliver a signed draft Transmission Contract or does not report any reservations at to the content of draft Transmission Contract within the deadline specified in point 7.2.8, its application for Transmission Contract shall be deemed withdrawn and the Applicant shall be informed thereof by the OSGT in writing without undue delay. In case when the Applicant reports some reservations as to the content of the draft Transmission Contract, the OSGT shall communicate its position to the Applicant regarding the reported reservations within fourteen days of receiving the same.

7.2.10. The OSGT shall send the bilaterally signed Transmission Contract to the Applicant against a confirmation of receipt within twelve (12) days of the date of delivery of the Transmission Contract signed by the Applicant, provided that the Transmission Contract was signed by persons authorized to represent the Applicant and all the attachments to the Transmission Contract have been forwarded.

7.2.11. In the event of the rejection of the application or the refusal to sign the Transmission Contract, the OSGT shall immediately notify the President of ERO stating the grounds for such refusal.

7.3. The Shipper is obliged to provide financial security, in accordance with the principles of transparency and equal treatment, in the amount and form specified in accordance with the decision of the President of the ERO, issued on the basis of NC BAL approving the mechanism for ensuring the cost-neutrality of OSGT balancing activities to secure the claims of OSGT under the Transmission Contract.

7.4. Transmission Contract.

7.4.1. In order to ensure non-discriminatory treatment of the Applicants and Shippers the OSGT shall use a standard form of the Transmission Contract and general terms and conditions of the Transmission Contract, which shall be published on the OSGT's website.

7.4.2. Upon conclusion of the Transmission Contract, the Applicant receives the status of a Shipper.

7.4.3. The Transmission Contract signing by the Applicant is synonymous with the acceptance of all the conditions of the transmission contract and all the provisions of the SGT Network Code.

7.4.4. The Transmission Contract, and the "Capacity and transmission capability allocation (PP/PZ)" Annex shall be drawn up in the Polish language. Upon a request of the Shipper, the OSGT shall draw up the Transmission Contract together with "Capacity and transmission capability allocation (PP/PZ)" Annex in the Polish and English language version, provided that in case of any discrepancy between the Polish and English language version, the Polish language version of the document shall prevail.

7.4.5. Unless a capacity allocation (PP) and/or transmission capability allocation (PZ) is made, the Shipper shall not be eligible to any capacity (contracted capacity) or transmission capability at entry points or exit points to/from the SGT under the Transmission Contract. On the basis of the Transmission Contract, the Shipper may apply for capacity allocation (PP) and transmission capability allocation (PZ).

8. CONDITIONS OF USE OF THE SGT BY THE SHIPPER

8.1. Types of services provided.

8.1.1. The basic service provided by the OSGT shall consist in the transportation of gaseous fuel through the SGT (the transmission service).

8.1.2. With respect to the possibility of restricting the service performance, the transmission services shall be provided as:

8.1.2.1. a firm service – when a firm performance of the ordered transmission service is guaranteed to the Shipper, except for any works that result in the reduction of the transmission capacity, referred to in point 11, the occurrence of emergency situations or the introduction of limitations in accordance with the provisions of items 12, 15 and 17 of the Network Code, :

8.1.2.2. an interruptible service – when the performance of the ordered service is guaranteed to the Shipper in accordance with the provisions of point 8.3, subject to the reservation that the OSGT may restrict or completely interrupt the performance of the gas transmission service, including:

8.1.2.2.1 provided at physical entry or exit points at which a physical flow of gas can take place, or

8.1.2.2.2 provided on the principles of virtual reverse flow

8.1.3. Capacity (contracted capacity) limitations on a firm basis, including firm conditional basis, as specified in points 8.1.2.1, shall be introduced by the OSGT:

8.1.3.1. in case of submitting by the Shipper, using the transmission services within the capacity (contracted capacity) on a firm basis, the nomination at a given point, in which the quantities of gaseous fuel planned to be transmitted are greater than zero (0) - through individual notice provided to the Shipper about the reduction of nomination due to reduction of capacity (contracted capacity) on a firm basis at this point, pursuant to point 12.1.27, or

8.1.3.2. in other cases - through the publication of an Urgent Market Announcement published on the GIIP, in which the point to which the limitation applies and the total level of capacity limitation for this point shall be indicated. Limitation of capacity (contracted capacity) on a firm basis, , shall take place proportionally to the reduction of the capacity of a given point.

8.1.4. In case when firm capacity (contracted capacity) is acquired by the Shipper at a given physical point where such Shipper previously acquired interruptible capacity (contracted capacity) for the same period under yearly, quarterly or monthly products, the Shipper shall have the right to release the interruptible capacity (contracted capacity) under such yearly, quarterly or monthly products in the amount corresponding to the acquired firm capacity. The declaration on releasing the interruptible capacity (contracted capacity) shall be delivered by the Shipper to the OSGT within three (3) business days of the day the capacity to be released was acquired indicating the amount of capacity (contracted capacity) which is being released. The respective changes to the capacity allocation (PP) shall be effective from the moment when the revised "capacity and transmission capability allocation (PP/PZ)" is published by the OSGT in a digital format in the IES. The remaining capacity (contracted capacity), which has not been released by the Shipper

for the given product, shall be adjusted to respective products with shorter term, matching the outstanding term.

8.2. Capacity allocation (PP)

8.2.1. With respect to the period of capacity (contracted capacity) allocation, the following products shall be offered:

8.2.1.1. yearly – where the capacity (contracted capacity) is provided for the term of one gas year, at a constant rate for each hour during such gas year, which corresponds to the long-term contract under the SGT Tariff;

8.2.1.2. quarterly – where the capacity (contracted capacity) is provided for the term of one quarter in a gas year (subsequent quarters of the gas year start, respectively, on 1 October, 1 January, 1 April or 1 July), at a constant rate for each hour during such quarter, which corresponds to the short-term contract under the SGT Tariff;

8.2.1.3. monthly – where the capacity (contracted capacity) is provided for the term of one (1) month in a gas year (subsequent months start on 1st day of each gas month), at a constant rate for each hour during such month, which corresponds to the short-term contract under the SGT Tariff;

8.2.1.4. daily – where the capacity (contracted capacity) is provided for the term of one gas day, at a constant rate for each hour during such gas day, which corresponds to the short-term contract under the SGT Tariff;

8.2.1.5. within-day – where the capacity (contracted capacity) is provided for the term from the given hour in the gas day to the end of the gas day, which corresponds to the short-term contract under the SGT Tariff.

8.2.2. The OSGT shall offer the firm technical capacity of the physical entry and exit points in accordance with the following breakdown:

8.2.2.1. a maximum of 90% of technical capacity of the physical point is offered in a gas year (R) for yearly products provided for gas years from R+1 to R+5,

8.2.2.2. a maximum of 80% of technical capacity of the physical point is provided in a gas year (R) for yearly products offered for gas years from R+6 to R+15,

8.2.2.3. at least 10% of technical capacity and the capacity (contracted capacity) not allocated through auction of products referred to in 8.2.2.1 and 8.2.2.2 of the physical point is offered for quarterly products offered for the next gas year,

8.2.2.4. unsold capacity of products referred to in 8.2.2.3, is offered as part of monthly, daily or within-day products.

8.2.3. The technical capacity of FPWE and FPWY and PWP, offered as unbundled capacity, shall be offered as a yearly or quarterly product for the gas year following the gas year of the auction, or as quarterly, monthly, daily and within-day products in the gas year of the auction, or as monthly, daily and within-day product in the gas year following the gas year during which the technical capacity is offered in the case when the offering takes place, respectively, in the last gas month of the gas year or in the last gas day of the gas year. In case when a Transmission Contract for unbundled capacity exists on the other end of FPWE, FPWY and PWP, the technical capacity may be offered as unbundled capacity only

to the maximum extent and for the maximum term resulting from such Transmission Contract.

8.3. Interruptible capacity (contracted capacity).

8.3.1. In the event when there is no possibility of providing firm capacity (contracted capacity), , the OSGT shall provide interruptible capacity (contracted capacity) ,.

8.3.2. The Shipper may use both firm, and interruptible, capacity (contracted capacity) at a given physical entry point or physical exit point.

8.3.3. When making the capacity available on an interruptible service basis, , the OSGT shall have the right to reduce the interruptible capacity, , at a given physical entry point or physical exit point due to non-compliance with the quality parameters of gaseous fuel specified in the Network Code, performance of transmission services for products allocated on firm basis, maintenance and repairs of the transmission network, constraints related to feeder or fed markets, performance of public utility obligations and due to capacity management under system congestion management, in accordance with the provisions of point 12.1.24, point 12.1.25, point 8.3.4 and point 8.3.5.

8.3.4. The OSGT shall restrict the provision of transmission services within the capacity (contractual capacity) on an interruptible basis:

8.3.4.1. in the case of the Shipper submitting a nomination for a given point within interruptible capacity (contracted capacity), in which the quantities of gaseous fuel planned to be sent are greater than zero (0) - through an individual notice to the Shipper on the reduction of nominations due to the limitation of the interruptible capacity (contractual capacity), at this point in accordance with point 12.1.24 and point 12.1.25, or

8.3.4.2. in other cases, by publishing (i) the information on the OSGT's website or (ii) an Urgent Market Message, published on GIIP, indicating the point to which the limitation applies and the total capacity reduction level for such point. The limitation of interruptible capacity (contracted capacity), shall be proportionate to the capacity reduction at a given point.

Only the above actions of the OSGT constitute limitations of contractual capacity within the meaning of the SGT Tariff and Tariff Regulation, if the conditions for limitation of the transmission services are independent from the Shippers.

8.3.5. With respect to a given physical point, the reductions referred to in point 8.3.3 shall be introduced by the OSGT starting from the capacity offered under shorter-term products (i.e. first within-day, then daily, monthly, quarterly and, lastly, yearly) and taking into account the time of concluding the capacity allocation for the given product. In the case of the capacity offered for products for the same term, the reduction shall be prorated in accordance with the quantities of gaseous fuel stated in the nomination.

8.3.6. The information on the reduction for given hour shall be communicated by the OSGT without undue delay, but in any case not later than forty-five (45) minutes after the beginning of the hour when submission of renomination is possible for this hour.

8.3.7. The Shipper shall be required to conform to the limitations introduced by the OSGT.

8.3.8. The duration of the capacity (contracted capacity) limitations in a given gas day shall correspond to the total number of hours for which the limitations were introduced.

8.4. Virtual reverse-flow capacity.

8.4.1. The virtual reverse-flow transmission services shall be offered by the OSGT at a limited number of physical entry or exit points listed on the OSGT's website (www.gaz-system.pl).

8.4.2. The virtual reverse-flow transmission service shall be provided as interruptible capacity (contracted capacity).

8.4.3. The capacity (contracted capacity) transmission service within the virtual reverse-flow may be interrupted in case of absence of adequate amount of gaseous fuel as part of the physical flow at a given point, preventing the contractual transmission in the opposite direction to the physical flow of the gaseous fuel, or when limitations in accordance with the provisions of point 8.3.3 are introduced.

8.5. General principles for offering the capacity (contracted capacity).

8.5.1. The capacity (contracted capacity) at physical entry points and physical exit points to/from the SGT shall be provided under a Transmission Contract and a capacity allocation (PP), as well as on the basis of nominations in the cases referred to in point 9.

8.5.2. Both capacity (contracted capacity) and transmission capability are expressed in units of energy (kWh/h) and have the same value.

8.5.3. The capacity (contracted capacity) allocation shall be made separately for the physical entry and the physical exit point.

8.5.4. The available transmission capacity of the physical entry and exit points at interconnections with the transmission systems of the Members States of the European Union and the Point of Interconnection (PWP), to the extent agreed with the interoperating system operator, shall be made available on a bundled basis. The amount of capacity provided on a bundled basis shall be published by the OSGT on its website.

8.5.5. As a result of jointly held bundled capacity allocation procedure, the same amount of capacity (contracted capacity) shall be contracted in both systems at the same time ("offering capacity on a bundled basis").

8.5.6. Bundled capacity shall be made available under a non-discriminatory and transparent procedure compliant with the principles set forth in the network codes of the interoperating system operators (ISOs). The schedule for offering bundled capacity shall be specified in the Auction Calendar.

8.5.7. The OSGT shall determine the available transmission capacity taking into consideration:

8.5.7.1. currently provided transmission service,

8.5.7.2. capacity allocated under the capacity allocation (PP)

8.5.7.3. existing agreements for connection to the SGT, unless the expected date for the conclusion of the gaseous fuel supply agreement specified under these agreements has lapsed,

8.5.7.4. capacity (contracted capacity) retained to be made available as a bundled product,

8.5.7.5. principles referred to in point 8.2.2.

8.5.8. Capacity allocation shall be made as follows:

8.5.8.1. in case of yearly products, for the period corresponding to any of the fifteen (15) consecutive gas years following the gas year when the capacity allocation is made for firm capacity (contracted capacity), and for the following year for interruptible capacity, subject to the provisions of point 8.2.3;

8.5.8.2. in the case of quarterly products, for the period of a quarter of the gas year following the gas year when the capacity allocation is made;

8.5.8.3. in the case of monthly products, for the gas month falling after the month in which the capacity allocation is made.

8.5.8.4. in the case of daily product, for the gas day following the day when the capacity is allocated;

8.5.8.5. in the case of within-day product, for the period from given hour in the gas day to the end of the gas day.

8.5.9. Only Shippers may apply for capacity allocation.

8.6. Capacity allocation (contracted capacity) under the auction procedure

8.6.1. The allocation of yearly, quarterly, monthly and daily products within the available capacity on a firm, and interruptible basis, as well as within-day products within the available capacity on a firm basis at FPWE, FPWY, and PWP, takes place through an auction.

8.6.2. Prior to the auction, the OSGT shall publish on its website information including:

8.6.2.1. the name of the physical entry or exit point, the available capacity of which will be made available through the auction,

8.6.2.2. the products made available through the auction and the amount of available capacity of each product provided,

8.6.2.3. the date of the auction,

8.6.2.4. the value of small and big price steps – for ascending clock auctions, or

8.6.2.5. the minimum price – for uniform-price auctions.

8.6.3. The information referred to in 8.6.2 will be published by the OSGT at the latest:

8.6.3.1. one (1) month prior to an auction of yearly products,

8.6.3.2. two (2) weeks prior to an auction of quarterly products,

8.6.3.3. one (1) week prior an auction of monthly products,

8.6.3.4. at the start of an auction of daily products,

8.6.3.5. upon completion of an auction for daily products and each time before the start of each auction for within-day products.

8.6.4. Auctions are held on the dates set out in the Auction Calendar.

8.6.5. Auctions of yearly, quarterly and monthly products are conducted using an ascending clock auction algorithm. Auctions of daily and within-day products are conducted using a uniform-price auction algorithm.

8.6.6. The Shipper, who has registered on the platform determined in accordance with the provisions of point 8.6.9, and has obtained the possibility to use this platform two (2) days before the auction, has the right to participate in an auction.

8.6.7. If the demand for capacity (contracted capacity) at the physical entry points or physical exit points does not exceed the available capacity, the OSGT allocates to all Shippers the capacity (contracted capacity) specified in the first bidding round of the given auction and the value of the auction margin equals "0" (zero).

8.6.8. At the end of the auction, the OSGT shall publish its final result, including the aggregation of allocated capacity (contracted capacity), the auction margin and the capacity (contracted capacity) available for the next auction. The individual data will be disclosed only to the parties concerned electronically without undue delay. The OSGT shall allocate capacity (contracted capacity) according to the outcome of the auction.

8.6.9. Internet platform for conducting auctions

8.6.9.1. Auctions are conducted on the Auction Platform, following the Auction Platform rules.

8.6.9.2. When an auction is not conducted on the Auction Platform, the OSGT shall conduct the auction on an Internet platform. The information on the Internet platform where the auctions are to be held shall be published by the OSGT on its website not later than simultaneously with the information referred to in point 8.6.2. The auction shall be conducted according to the rules of the Internet platform. Auctions on an Internet platform shall be conducted according to the provisions of NC CAM.

8.6.10. The designation or change of the individual authorised to represent the Shipper in an auction shall be made through the submission of a Power of Attorney. The Power of Attorney shall be published by the OSGT on its website.

8.6.11. Upon the presentation of the Power of Attorney referred to in point 8.6.10, and after the selection of the form of financial security, the Shipper shall obtain login and password for the OSGT's internet platform which enables the participation in the auction.

8.6.12. The volume of capacity specified in the bidding round of the given auction for a given physical entry point or physical exit point shall be a natural number and must not exceed the technical capacity of such point.

8.6.13. The Shipper participating in an auction for capacity allocation (contracted capacity) for the Point of Interconnection (PWP), shall be required to have a valid contract for transmission services between such Shipper and the TSO, executed in accordance with the provisions of the TNC in force.

8.6.14. The interruptible capacity (contracted capacity) for yearly, quarterly, monthly, daily and within-day products shall be offered to Shippers if technical capacity of given physical point provided on firm basis under yearly, quarterly, monthly, daily or within-day products has been sold with auction premium, has been sold out, or was not offered.

8.6.15. In the event when, in the process of capacity allocation through an auction it is necessary to use mechanisms involving pricing steps, i.e. in case when the demand for capacity exceeds the capacity offered in the auction, the OSGT shall charge an auction margin in the amount established upon completion of the respective auction procedure.

8.6.16. The OSGT shall charge the auction margin earned as a result of the auction of a given capacity product in each settlement period on the basis of a standard invoice. The revenues from the auction margin shall be scrutinised by the President of ERO and shall be used by the OSGT for development of the transmission system with a view to eliminating any system congestion at the interconnections between the transmission system and transmission systems of other countries.

8.6.17. The OSGT shall report to the President of ERO, on a quarterly basis, on the revenue generated from the auction margin paid by the Shippers and on the use of the said funds for the planned or on-going development of the transmission system with a view to eliminating any system congestion at the interconnections between the transmission system and transmission systems of other countries.

8.7. Conversion of unbundled capacity (contractual capacity) to bundled capacity (contractual capacity).

8.7.1. The Shipper may apply to the OSGT for conversion of its allocated unbundled capacity (contractual capacity) to bundled capacity (contractual capacity) to the extent that the bundled capacity (contractual capacity) was allocated to the Shipper. Conversion can only be made within the same type of capacity (contracted capacity), i.e. as part of capacity (contractual capacity) on a continuous basis, or on an interruptible basis.

8.7.2. The application referred to in point 8.7.1 for yearly, quarterly and monthly product shall be submitted via Auction Platform (GSA) with bids placed in the bundled capacity (contractual capacity) auction or via the IES within three (3) business days following the end of the auction, in which bundled capacity (contractual capacity) was allocated to the Shipper, while for daily products via Auction Platform with bid placed in the bundled capacity (contractual capacity) auction before the end of the bundled capacity auction, no later than at the last moment when it is possible to submit a bid.

8.7.3. The conversion may be carried out within the bundled capacity (contractual capacity) allocated in the auction for yearly, quarterly, monthly and daily products. In the application referred to in point 8.7.1 the Shipper indicates the bundled capacity (contractual capacity) (yearly, quarterly or monthly product) which is to be converted.

8.7.4. In the event that the conversion procedure results in unbundled capacity becoming available, the OSGT shall offer such capacity not earlier than one (1) day after the conversion procedure has been carried out.

8.7.5. As a result of the conversion, the Shipper shall only pay charges for bundled capacity (contractual capacity) rather than for the sum of unbundled capacity (contractual capacity) and bundled capacity (contractual capacity), subject to the provisions of points 8.7.6 and 8.7.7. The provisions of this point shall only apply to the part (amount) of capacity (contracted capacity) that has been converted.

8.7.6. In the case of conversion, the charge for the converted capacity is applied at the rate applied to the transmission service specified in the SGT Tariff applicable to capacity product (contracted capacity) before the conversion (unbundled capacity).

8.7.7. In the event that during the auction of unbundled capacity (contracted capacity) or bundled capacity (contracted capacity) which is subject to conversion, an auction premium has occurred, the OSGT shall charge the Shipper for the converted capacity (contractual capacity) the sum of the auction premiums applied in such auctions.

8.8. Conclusion of the capacity allocation (PP).

8.8.1. Conclusion of capacity allocation (PP) takes place electronically.

8.8.2. The "Capacity and transmission capability allocation (PP/PZ)" Annex shall constitute a part of the Transmission Contract. The "Capacity and transmission capability allocation (PP/PZ)" Annex shall specify the following:

8.8.2.1. the capacity (contracted capacity) and transmission capability (PZ) allocated to the Shipper,

8.8.2.2. the type of capacity (contracted capacity) and transmission capability allocation on: firm, interruptible, and virtual reverse-flow basis,

8.8.2.3. the product according to point 8.2 and the period for which it has been allocated.

8.8.3. The allocated capacity (contracted capacity) shall serve as a basis for charging fees for the transmission of gaseous fuel.

8.8.4. The OSGT shall immediately inform the Shipper about the allocated capacity.

8.8.5. Once the "capacity and transmission capability allocation (PP/PZ)" Annex is provided to the Shipper in the IES in a digital form, it shall be deemed that the OSGT and the Shipper have effectively amended the capacity allocation (PP). The information shall be deemed delivered when relevant documents are made available in an electronic form in the IES.

8.9. Change of the capacity allocation (PP).

8.9.1. The increase of the capacity (contracted capacity) shall be effected through participation in an auction and in accordance with point 15.3.7.

8.9.2. The reduction of the capacity (contracted capacity) may be effected through the process of releasing capacity (contracted capacity), referred to in 8.1.3, or through the process of surrendering, referred to in 15.3.8, or through the rules referred to in 15.3.4 and 15.3.7.

8.9.3. Any change of the capacity (contracted capacity) shall require a confirmation in the form of an updated "capacity and transmission capability allocation (PP/PZ)" annex through electronic documents provided in IES, otherwise being null and void, and in case when the capacity allocation is made under an auction procedure, by providing the capacity allocation (PP) in the IES in accordance with point 8.8.5.

9. INTERRUPTIBLE WITHIN-DAY SERVICES.

9.1. Within-day capacity (contracted capacity) and transmission capability allocation on an interruptible basis, shall be provided pursuant to a Transmission Contract, capacity allocation (PP) and a nomination confirmed by the OSGT in the overnomination procedure. In respect of the capacity and transmission capability allocation for within-day products on an interruptible basis, , the provisions of point 8 shall apply accordingly, unless otherwise provided for under point 9.

9.2. The Shipper that intends to use capacity (contracted capacity) and transmission capability allocation for within-day products on an interruptible basis shall submit an application for capacity allocation (PP) stipulating therein, as appropriate, the entry/exit points at which it intends to use the corresponding capacity (contracted capacity) offered in a given point.

9.3. Nominations under the overnomination procedure are submitted by the Shipper after 00:00 hrs on the gas day preceding the gas day to which the nomination under the overnomination procedure relates.

9.4. The allocated capacity (contracted capacity) on an interruptible basis for within-day products is purchased in an amount corresponding to the difference between the subsequent maximum hourly quantities in the approved nomination and the capacity (contracted capacity) allocated before the approval of the nomination or re-nomination. The capacity (contracted capacity) is allocated for the period from the occurrence of a given maximum to the end of the gas day.

10. SGT TRANSMISSION CAPABILITY ALLOCATION

10.1. General conditions.

10.1.1. The basis for rendering gas transmission services by the OSGT, including the commercial balancing referred to in point 14, shall be the transmission capability allocation (PZ).

10.1.2. The allocated transmission capability (PZ) is expressed in units of energy (kWh/h) in natural numbers.

10.2. Transmission capability allocation (PZ) at PWE and PWY.

10.2.1. The capacity allocation (PP) for physical entry points and physical exit points shall also constitute the transmission capability allocation (PZ) for the respective points. The allocation of transmission capability (PZ) shall occur accordingly and simultaneously with capacity allocation (PP) in the same form. The transmission capability allocation (PZ) shall be provided for the same period and the same value (kWh/h) as the capacity allocation (PP).

10.3. Transmission capability allocation for $WPWE_{GG}$, $WPWY_{GG}$, $WPWE_{PPG}$, $WPWY_{PPG}$, $WPWE_{OTC}$, $WPWY_{OTC}$.

10.3.1. A Shipper may request transmission capability allocation (PZ) for $WPWE_{GG}$ and $WPWY_{GG}$, $WPWE_{PPG}$ and $WPWY_{PPG}$ and $WPWE_{OTC}$ and $WPWY_{OTC}$ upon conclusion of the Transmission Contract.

10.3.2. A Shipper shall be entitled to use the transmission capability under the Transmission Contract and transmission capability allocation (PZ), at:

10.3.2.1. entry and exit points to/from the Gas Exchange ($WPWE_{GG}$ and $WPWY_{GG}$), subject to fulfillment of additional conditions laid down in the rules of the Gas Exchange, and

10.3.2.2. entry and exit points to/from a Gas Trading Platform ($WPWE_{PPG}$ and $WPWY_{PPG}$), and

10.3.2.3. entry and exit points to/from the OTC market ($WPWE_{OTC}$ and $WPWY_{OTC}$).

10.3.3. There are no limits for the transmission capability allocated for Virtual Trading Points, i.e. $WPWE_{GG}$ and $WPWY_{GG}$, $WPWE_{OTC}$ and $WPWY_{OTC}$, $WPWE_{PPG}$ and $WPWY_{PPG}$.

10.3.4. Allocation of transmission capability for $WPWE_{GG}$, $WPWY_{GG}$, $WPWE_{PPG}$ and $WPWY_{PPG}$, and $WPWE_{OTC}$ and $WPWY_{OTC}$ is for an indefinite period.

10.4. Request for transmission capability allocation (PZ)

10.4.1. Transmission capability allocation for $WPWE_{GG}$, $WPWY_{GG}$, $WPWE_{PPG}$ and $WPWY_{PPG}$, $WPWE_{OTC}$ and $WPWY_{OTC}$ requires the Shipper to submit a request for transmission capability allocation.

10.4.2. The Shipper shall submit the request for allocation of transmission capability (PZ) to the OSGT via the IES.

10.4.3. The OSGT shall process the request within fourteen (14) days of the date of its receipt. After processing the request for transmission capability allocation (PZ), the OSGT shall notify the Shipper of accepting or rejecting the request or call the Shipper to supplement it. In case of the Shipper's failure to supplement the request according to the OSGT's call, the request shall be left unconsidered.

10.4.4. The information about the request being left unconsidered or the rejection of the request for transmission capability allocation (PZ) shall be communicated by the OSGT to the Shipper in writing including the reasons therefor.

10.4.5. If a request for transmission capability allocation (PZ) is rejected, the OSGT shall immediately notify the interested entity and the President of ERO in writing, indicating the reasons for rejection.

10.4.6. If the Shipper submits a request for transmission capability allocation (PZ) at the entry point $WPWE_{GG}$, at the entry point $WPWE_{PPG}$ or the point of entry from the OTC market ($WPWE_{OTC}$), the OSGT shall allocate the requested transmission capability also for the exit point $WPWY_{GG}$, at the exit point $WPWY_{PPG}$ or the exit point to the OTC market ($WPWE_{OTC}$).

10.4.7. If the Shipper submits a request for transmission capability allocation (PZ) at the exit point $WPWY_{GG}$, at the exit point $WPWY_{PPG}$or exit point to the OTC market ($WPWY_{OTC}$), the OSGT shall allocate the requested transmission capability also for the entry point $WPWE_{GG}$, the entry point $WPWE_{PPG}$ or the entry point from the OTC market ($WPWE_{OTC}$), respectively.

10.5. Assignment of transmission capability allocation (PZ)

10.5.1. Assignment of transmission capability allocation (PZ) occurs when the electronic document specifying the transmission capability (PZ) is published by the OSGT in the IES.

10.6. Changing the transmission capability allocation (PZ).

10.6.1. Change in the capacity allocation (PP) at physical entry or exit points results in an automatic change in transmission capability allocation (PZ) at the corresponding points with a physical location.

10.6.2. Change in the transmission capability allocation (PZ) occurs when the electronic document specifying the transmission capability (PZ) is published by the OSGT in the IES.

11. WORKS WITHIN THE SGT

11.1. Planning the works that affect the conditions of the SGT operation

11.1.1. The OSGT, acting with due regard to the rights of the SGT Owner with respect to the SGT specified in the Entrustment Agreement, shall perform the maintenance, repair and operation of the SGT.

11.1.2. Subject to the conditions specified in the agreements referred to in point 5.3, the OSGT shall coordinate the dates and duration of the planned interruptions or limitations in the transmission of gaseous fuel with the ISOs to be affected by the limitations resulting from the planned maintenance and modernization works within the SGT.

11.1.3. Subject to the conditions specified in the agreements referred to in point 5.3, the OSGT shall coordinate the scope and timing of any works planned within the interoperating transmission systems with the ISOs.

11.2. Notification of changes in the conditions of SGT operation to Shippers

11.2.1. By 25 December of the calendar year, the OSGT shall publish information on its website regarding the works planned for the following calendar year which may affect the conditions of the operation of the SGT and result in a reduced gas transmission capacity. In such information, the OSGT shall include the information provided in accordance with the provisions of point 11.1.3.

11.2.2. The OSGT shall notify the Shippers affected by such limitations about the dates, duration and scope of such limitations at entry or exit points at least forty-two (42) days prior to the date of planned works.

11.2.3. A Shipper shall be obliged to take into account the limitations referred to in point 11.2.1and 11.2.2in its nominations.

PART II
BALANCING AND CONGESTION MANAGEMENT IN THE SGT

12. SUBMISSION OF TRANSMISSION CONTRACTS FOR EXECUTION

12.1. Nominations and re-nominations – general principles.

12.1.1. In performance of the contracts, the Shipper shall nominate the quantities of gaseous fuel for transmission. The nominations may be amended under the re-nomination procedure. A re-nomination confirmed in accordance with the provisions of the Network Code shall be deemed to be a confirmed nomination.

12.1.2. The confirmed nomination (renomination) shall constitute the basis for allocation as well as for the settlement of within-day service made available in the overnomination procedure according to point 9.

12.1.3. All the quantities of gaseous fuel in the nominations and renominations shall be specified in the units of energy (kWh) in natural numbers.

12.1.4. Nominations shall be submitted with daily frequency. Daily nominations shall specify the quantity of gaseous fuel to be delivered for transmission or off-taken from the SGT on a given gas day, broken down by hour, for each entry point and exit point specified in the transmission capability allocation (PZ).

12.1.5. PZPT and the Gas Exchange shall submit nominations or renominations for the Virtual Trading Point (i.e. for $WPWE_{PPG}$ and $WPWY_{PPG}$ or for $WPWE_{GG}$ and $WPWY_{GG}$, as appropriate) on behalf and in the name of the Shipper that executed a transaction in respect of the purchase or sale of gaseous fuel at the Virtual Trading Point. The nomination or re-nomination submitted by PZPT or the Gas Exchange shall stipulate the balance of the Shipper's transactions executed at the Virtual Trading Point. The nomination or re-nomination received from PZPT or the Gas Exchange is not subject to approval by OSGT. The nomination or renomination received from PZPT or the Gas Exchange shall be considered as confirmed by the OSGT.

12.1.6. The aggregated quantities of gaseous fuel sold by all Shippers, nominated at the Virtual Trading Point in respect of a gas day shall be equal to the aggregated quantities of gaseous fuel purchased by the Shippers on such gas day.

12.1.7. The Shippers that buy or sell gaseous fuel at the Virtual Trading Point at point $WPWE_{OTC}$ and $WPWY_{OTC}$ shall submit respective nominations or renominations in which they shall indicate the quantities or gaseous fuel to be delivered and taken at the Virtual Trading Point.

12.1.8. The quantities declared in the nominations/ renominations which result from transactions at the Virtual Trading Point should be mutually compatible. In the case when the quantities for the respective Shipper pairs do not match, the nominated/ re-nominated quantity of gaseous fuel shall be deemed to be equal to the lower of the nomination/ re-nomination value compared for a given Shipper pair (the "lesser rule" principle). The information on the confirmation or rejection of the nomination/ renomination shall be communicated to the Shipper and should include information on the application of the lesser rule and on the quantities of gaseous fuel confirmed for delivery.

12.1.9. In case when the reduction of a nomination proves necessary the OSGT shall confirm the reduced nominations. The Shipper shall have the right to file for re-nomination in accordance with the provisions of point 12.3.

12.1.10. The volume of reductions referred to in point 12.1.9 may vary from hour to hour of a gas day, depending on the available capacity (contracted capacity) of the given point for the individual Shipper at that hour.

12.1.11. To enable the matching of nominations and re-nominations in the interoperating systems by the OSGT, nominations and re-nominations submitted for entry and exit points shall clearly identify the quantities of gaseous fuel by entity off-taking or delivering gaseous fuel at a given entry/exit point to/from the SGT (Shipper's counterparty).

12.1.12. The quantities of gaseous fuel reported in the nominations for a given hour for the same Shipper-Shippers' Counterparty pair at points having the same EIC Code may be reported in one direction only.

12.1.13. The Shipper shall be responsible for providing information about the quantities of gaseous fuel provided for in its nominations and renominations to the Interoperating System Operator (ISO) or to entities that deliver or off-take gaseous fuel to/from the SGT for the benefit of Shipper.

12.1.14. For the Point of Interconnection (PWP), the Shipper shall submit a single (combined) nomination to the OSGT, in accordance with the provisions of this SGT Network Code. A nomination confirmed by the OSGT in the SGT system shall constitute the basis for the performance of the transmission service (confirmed nomination) at the Point of Interconnection (PWP) in the KSP.

12.1.15. A change of the nomination (renomination) referred to in point 12.1.14 shall automatically result in the corresponding change of the nomination (re-nomination) for the Point of Interconnection in the KSP.

12.1.16. Nominations and renominations, as well as the information on their confirmation, shall be submitted in accordance with the procedures and on the terms and conditions set out in point16.

12.1.17. The OSGT shall be allowed to pass on the information on nominations and renominations to the ISOs and OPRs.

12.1.18. The hourly quantities of gaseous fuel specified in the nominations and re-nominations for a given entry or exit point must not exceed the capacity established for such entry or exit point in the transmission capability allocation to the Shipper, subject to point 12.1.19

12.1.19. In the case when the Shipper uses within-day gas transmission service on interruptible basis, including conditionally interruptible, at a given point, the hourly quantity of gaseous fuel specified in the Shipper's nomination for such point must not exceed the current maximum capacity at that point (Q_{max}) published on the OSGT website. .

12.1.20. The nominations and renominations should take into account the transition from summer time to winter time and from winter time to summer time. In such cases the gas day shall be longer or shorter by an hour, respectively.

12.1.21. Nominations and renominations submitted by the Shipper should take into consideration any limitations and interruptions introduced in accordance with the provisions of the SGT Network Code and, with respect to the Point of Interconnection (PWP), also in accordance with the provisions the TNC.

12.1.22. Nominations submitted by Shippers for entry points or exit points located at interconnections between the SGT and interoperating systems should match the corresponding nominations in those systems.

12.1.23. Should the OSGT be informed by an Interoperating System Operator, also when under different a procedure than those specified in point 12.4, of the lack of the capability to transport the quantities of gaseous fuel specified in the nomination, the OSGT shall immediately inform the Shipper thereof. The Shipper shall adjust its nomination at the relevant point and submit a renomination to the OSGT within two (2) hours of the receipt of the above information.

12.1.24. The nomination/re-nomination by the Shipper whom interruptible transmission service is provided may be confirmed subject to a reduction of the quantity of gaseous fuel specified by the Shipper in the nomination/renomination. The reduction shall be applied in accordance with the provisions of point 8.3.5

12.1.25. The Shipper that has been advised by the OSGT of the approval of its nomination/renomination or its approval subject to the reduction of the quantity of gaseous fuel specified in such nomination/renomination, may be advised by the OSGT of a further reduction of the quantity of gaseous fuel under such nomination. Such further reduction of the quantity of gaseous fuel in the submitted nomination shall be applied when necessitated by nominations and renominations submitted by a Shipper that uses firm transmission service or interruptible service, with a longer implementation period.

12.1.26. The quantities of gaseous fuel specified in confirmed nominations for services provided on an interruptible basis, shall not be subject to further reduction, unless such reduction results from re-nominations by Shippers holding unused capacity under firm services, and subject to point 12.5 or interruptible service, , with a longer implementation period.

12.1.27. Subject to the provisions of point 8.3, in case of necessity to reduce the nomination or renomination due to maintenance works or due to an emergency situation:

12.1.27.1. in the first place, nominations or renominations in terms of services provided on an interruptible basis, will be reduced, in accordance with the provisions of point 12.1.24,

12.1.27.2. in the second place, nominations and renominations in terms of services provided on firm basis, will be reduced, starting from:

12.1.27.2.1 capacity under products with a shorter provision period (i.e. within-day capacity will be reduced first, followed by daily, then monthly, quarterly and last yearly), and

12.1.27.2.2 in case of products with the same provision period, the reduction takes place proportionally to the quantity of gaseous fuel specified in the nomination.

12.2. Nomination process.

12.2.1. The Shipper shall submit nominations to the OSGT no later than by 14:00 hours on the gas day preceding the gas day the nomination relates to.

12.2.2. In case when the Shipper submits more than one nomination within the time limit specified in 12.2.1, the OSGT shall consider the last received nomination.

12.2.3. The OSGT shall notify the Shipper about the confirmation or rejection of the nomination by 16:00 hours on the gas day preceding the gas day the nomination relates to. In the case of rejecting the nomination, the OSGT shall state the reason for the rejection.

12.2.4. A nomination may be rejected due to:

12.2.4.1. a failure to conform to the requirements concerning its form, content or the method and time of its submission, as stipulated in the SGT Network Code,

12.2.4.2. the submission of the nomination by a non-authorised party,

12.2.4.3. overrun of the capacity specified in the transmission capability allocation (PZ) and in case of using the within-day product, the overrun of the technical capacity,

12.2.4.4. the Shipper's failure to take account of the transmission capability congestion at entry points or exit points as notified by the OSTGor an ISO and preventing the performance of services in accordance with the nominations submitted by the Shipper.

12.2.5. In case when the Shipper fails to submit a nomination for the following gas day to the OSGT within the time limit specified in point 12.2.1, it shall be deemed that a nomination with the quantity of gaseous fuel equal to "0" (zero) has been confirmed for such Shipper with respect to the relevant point.

12.2.6. In the case of the nomination for the given point being rejected it shall be assumed that the quantity of gaseous fuel in the nomination confirmed for the Shipper for the relevant point shall amount to "0" (zero).

12.2.7. The OSGT has the right to adjust the nomination of a given Shipper when the quantity of gaseous fuel specified in this nomination exceeds the transmission capability possessed by this Shipper at the given point, where, under the surrender procedure mentioned in15.3.8, the capacity (contracted capacity) surrendered by that Shipper, was allocated by the OSGT to another Shipper. The OSGT shall advise the Shipper of the nomination adjustment.

12.2.8. The OSGT may change the nomination or renomination made by the Shipper in exceptional cases and in extraordinary situations when the safety and stability of the transmission system are clearly at risk. The OSGT shall inform the President of ERO each time it takes such measure.

12.3. Renomination process.

12.3.1. The provisions concerning nominations shall apply to renominations unless the SGT Network Code provides otherwise.

12.3.2. The Shipper, Gas Exchange and PZPT may renominate the hourly quantities of gaseous fuel specified in the nomination confirmed by the OSGT for a given gas day. Renominations may be submitted from 16:00 on the gas day preceding the gas day referred to in the renomination up to 3:00 on the gas day referred to in such renomination. A renomination of the hourly quantities of gaseous fuel may be submitted no later than two (2) hours before the first hour in which the change is to take effect.

12.3.3. The renomination review procedure for a given point shall commence at the top of every hour and shall last two (2) hours. The OSGT shall consider the last renomination that was received before the top of the hour.

12.3.4. The OSGT shall advise the renomination submitting entity whether the renomination has been accepted or rejected, and shall state the reasons for such rejection within two (2) hours following the commencement of a given re-nomination review procedure but no later than before the beginning of hour that the re-nomination concerns.

12.3.5. In the case of the OSGT rejecting the re-nomination, the last nomination (renomination) confirmed by the OSGT shall remain valid and binding for the Parties, subject to the limitations and interruptions mentioned in point 12.1.21 and point 12.2.4.

12.3.6. Firm day-ahead "use-it-or-lose-it" mechanism.

12.3.6.1. The OSGT applies the firm day-ahead "*use-it-or-lose-it*" mechanism at interconnection points, in which the President of ERO obliged the OSGT to apply the above mechanism on the basis of the report referred to in point 2.2.3. 1of Annex I to Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005 (OJ L 211, 14.8.2009, p. 36).

12.3.6.2. The President of the ERO may decide to terminate the firm day-ahead "*use-it-or-lose-it*" mechanism, pursuant to point 2.2.3.2 of Annex I to Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005 (OJ L 211, 14.8.2009, p. 36).

12.3.6.3. When it comes to entry and exit points at interconnections with transmission systems of other member states of the European and at PWP point, renomination is only permitted in the range of 10% to 90% of the transmission capability allocated on a firm basis for the Shipper. However, if the nomination exceeds 80% of this transmission capability, then only half of the non-nominated amount may be renominated upwards. When it comes to the remaining allocated capability of the given Shipper, the renomination is treated as complex renomination for the interruptible capacity. If the nomination does not exceed 20% of the allocated transmission capability, then a half the nominated amount ma by renominated downwards.

12.3.6.4. Firm day-ahead "*use-it-or-lose-it*" mechanism does not apply to Shipper that fulfils all of the following conditions:

12.3.6.4.1 in the gas year preceding the year of renomination the Shipper was entitled to less than 10% of the average technical transmission capability at a given entry or exit point at interconnection with transmission systems of other countries being members of European Union or at PWP point the re-nomination applies to,

12.3.6.4.2 the Shipper is not a member of a capital group within the meaning of Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings, which in the gas year preceding the year of renomination, was entitled to at least 10% of the average technical capability at a given entry or exit point at interconnection with transmission systems of other countries which are EU Member States, or at the PWP point the renomination applies to.

12.4. Matching of nominations and re-nominations in interoperating systems

12.4.1. Nominations or renominations of the Shippers for entry points or exit points located at interconnections between the SGT and interoperating systems should match the corresponding nominations in those systems.

12.4.2. If the process of nomination or renomination matching in interoperating systems reveals any divergence of the nominations or renominations, the OSGT shall apply the "lesser rule" principle, which means that the quantity of gaseous fuel according to the lower of the compared nominations shall apply in both systems.

12.4.3. In the situation referred to in point 12.4.2, the nomination specifying the quantities of gaseous fuel determined in accordance with the provisions of point 12.4.2, as applicable, shall be accepted by the OSGT as the confirmed nomination, and the OSGT shall notify Shipper thereof.

12.5. Emergency situations.

12.5.1. In the event of the occurrence of an emergency, a significant pressure drop of gaseous fuel in the SGT, or when the OSGT has been informed by the SGT Owner, an ISO or an OPR, under the procedure specified in point 12.4, or otherwise, about the incapacity to transport the quantities of gaseous fuel specified in a nomination, the OSGT shall immediately notify the Shipper thereof, and shall, at the same time, specify the level of nomination and the period for which the Shipper shall be required to adjust its nomination.

12.5.2. The Shipper shall adjust its nomination at the relevant point and, as appropriate, at other entry points or exit points and to submit a re-nomination to the OSGT within thirty (30) minutes of receiving the notification.

12.5.3. Thirty (30) minutes after the receipt of the re-nomination, the OSGT shall inform the Shipper about any inconsistencies in the re-nomination that may constitute the basis for the rejection thereof in accordance with the provisions of point 12.2.4.

12.5.4. In case of receiving the information about inconsistencies in the re-nomination referred to in point 12.5.3, the Shipper shall deliver an adjusted re-nomination within fifteen (15) minutes.

12.5.5. The OSGT shall inform the Shipper about the approval of the re-nomination with the reduction of the quantities gaseous fuel specified by the Shipper in the re-nomination, or about the rejection of such re-nomination within one (1) hour of its receipt.

12.5.6. In applying the reduction referred to in point 12.5.5, the OSGT shall take into account the following order of product priority in respect of service performance according to point 12.1.27.

12.5.7. If the Shipper fails to submit a re-nomination in accordance with point 12.5.2, or to adjust the re-nomination in accordance with point 12.5.4, the OSGT shall determine the quantity of gaseous fuel to be transported for the benefit of such Shippers at particular points, and the so-determined quantity of gaseous fuel shall constitute a confirmed nomination. The OSGT shall provide the Shipper with the relevant information, in accordance with point 12.5.1.

13. ALLOCATION OF THE QUANTITIES OF GASEOUS FUEL

13.1. The allocated quantities of gaseous fuel delivered by Shipper at an entry point or off-taken by Shipper at an exit point equal the quantities specified in the confirmed nomination.

13.2. The allocation for Shipper pursuant to the above-described conditions shall be made by the OSGT.

14. BALANCING OF THE SGT

14.1. General conditions of balancing.

14.1.1. The OSGT shall perform physical balancing in order to ensure the safe performance of transmission contracts.

14.1.2. Commercial balancing shall be performed in order to settle the Shippers' imbalances arising under individual transmission contracts on the basis of the quantities of gaseous fuel assigned to the Shippers in accordance with the allocation principles described in point 13.

14.1.3. Shippers shall be obligated to balance their deliveries and off-takes from the SGT to minimize the necessity of taking the balancing actions by the OSGT.

14.1.4. As part of the balancing function, the OSGT shall deliver to or off-take from Shippers the necessary quantities of gaseous fuel required to balance the difference between the quantity of gaseous fuel that has been delivered to the SGT and off-taken from the SGT.

14.1.5. The OSGT shall off-take gaseous fuel from or deliver gaseous fuel to the Shipper in case of an imbalance of the quantity of gaseous fuel delivered for the SGT to or off-taken from the SGT by the Shipper, to the extent of the capabilities available to the OSGT.

14.1.6. For the balancing purposes, the OSGT shall enter into buy and sell transactions in respect of gaseous fuel on the following trading platforms:

14.1.6.1. Towarowa Giełda Energii S.A.

14.1.6.2. another trading platform, according to the scope and timing specified in the decision of the President of ERO issued pursuant to NC BAL.

14.2. Balancing – detailed provisions.

14.2.1. In the situation where there is an imbalance in the quantity of gaseous fuel delivered for transmission and off-taken from the SGT, the OSGT shall take measures in order to stabilise the operation of the system.

14.2.2. In the event that the measures available to the OSGT are not sufficient to maintain stable operation of the SGT, the OSGT shall implement the procedures described in point 17.

14.2.3. The OSGT shall specify the daily imbalance amount for a given gas day as the difference between the quantity of gaseous fuel that the Shipper delivered at entry points and off-taken from the SGT at exit points on the basis of the allocation referred to in point 13.1.

14.2.4. Commercial balancing shall be performed by the OSGT after the end of the gas month, on the basis of the allocations referred to in point 13.1.

14.2.5. The OSGT shall carry out the commercial balancing procedure for each Shipper.

14.2.6. The Shipper's imbalance shall be expressed in the units of energy – kWh.

14.2.7. The volumes determined on the basis of commercial balancing are included in the Settlement Report compiled by OSGT.

14.3. Principles of settlements in respect of the imbalance.

14.3.1. The settlement in respect of balancing shall be made by the OSGT for each gas day upon the end of the gas month.

14.3.2. The OSGT shall make the settlement in respect of the imbalance for each Shipper, and such settlement shall consist in the recalculation of the DIN values for each day of the gas month.

14.3.3. The settlements with the Shipper shall be based on the quantities set out in the Commercial Report compiled by the OSGT.

14.3.4. The Commercial Report containing the data to be used as the basis for settlements in respect of the imbalance and congestion management shall be compiled by seventh (7^{th}) day of the month following the month such settlement relates to.

14.3.5. After each gas day, when the value of DIN different from zero and:

14.3.5.1. DIN < 0, the Shipper is obliged to pay the OSGT a charge for the gaseous fuel supplied by OSGT (OPM_D), defined as follows:

$$\mathbf{OPM_D = MOD(DIN) * KCK}$$

where:

OPM_D	Fee for the delivered gaseous fuel which is paid by the Shipper to the OSGT
KCK	marginal buy price [PLN/kWh]
MOD	absolute value
DIN	daily imbalance quantity [kWh]

14.3.5.2. DIN>0, the OSGT is obliged to pay the Shipper a charge for the gaseous fuel off-taken by OSGT (OPM_D), defined as follows:

$$\mathbf{OPM_P = (DIN) * KCS}$$

where:

OPM_P	Fee for the off-taken gaseous fuel which is paid by the OSGT to the Shipper
KCS	marginal sell price [PLN/kWh]
DIN	daily imbalance quantity [kWh]

14.4. Charge related to financial neutrality of balancing.

14.4.1. In accordance with the decision of the President of ERO referred to in point 7.3, a charge related to financial neutrality of balancing shall be credited to the Shipper or charged from the Shipper by the OSGT. The charge is determined in accordance with the provisions of the mechanism ensuring the financial neutrality of the OSGT balancing actions.

14.4.2. In case when the value of the charge related to financial neutrality of balancing is negative, the Shipper shall issue an invoice in respect of the charge.

14.4.3. In case when the value of the charge related to financial neutrality of balancing is positive, the Shipper shall make the payment to the OSGT based on an invoice issued by the OSGT.

14.4.4. The charge related to financial neutrality of balancing is settled only with the Shipper who had the status of Shipper in the period to which the settlement applies.

14.4.5. The charge related to financial neutrality of balancing and the SNF rate shall be established in each settlement period.

14.4.6. The mechanism for ensuring the cost neutrality of the balancing measures of OSGT approved by a decision of the President of ERO, which defines the method of calculation of the charge related to financial neutrality of balancing and determines the rate of the charge, shall be published by the OSGT on its website.

15. SYSTEM CONGESTION MANAGEMENT

15.1. Reasons for the occurrence of system congestion.

15.1.1. Technical congestion may occur in the SGT in connection with:

15.1.1.1. technical congestion of the network or system facilities,

15.1.1.2. need to maintain minimum pressure at entry or exit points to/from the SGT,

15.1.1.3. need to maintain stable quality parameters of the gaseous fuel in the SGT,

15.1.1.4. works carried out within the SGT or in other interoperating systems,

15.1.1.5. occurrence of an emergency situation.

15.1.2. Contractual congestion may occur in the SGT in connection with:

15.1.2.1. underutilisation of the capacity contracted by the Shipper,

15.1.2.2. limited technical capacity.

15.1.3. The charges for transmission services provided in case of contractual congestion (limitations of interruptible capacity) shall be adjusted in accordance with the provisions of the SGT Tariff.

15.2. Measures taken by the OSGT to eliminate the potential occurrence of system congestion.

15.2.1. At the stage of reviewing requests to provide transmission services, the OSGT shall assess the capabilities for the execution of new capacity allocations (PP) and transmission capability allocations (PZ) which do not undermine the level of security of supply or quality of gaseous fuel delivered to the existing Shippers.

15.2.2. In case when the capabilities exist for the performance of transmission services, the OSGT shall offer the available transmission capacity in accordance with the provisions of the Network Code.

15.2.3. In case of the lack of the capability to provide a firm transmission service, the OSGT shall offer an interruptible transmission service, to the extent it is possible.

15.2.4. In order to prevent the occurrence of congestion the OSGT shall work together with the operators of interoperating systems.

15.2.5. Furthermore, the OSGT shall take the following measures with a view to preventing the occurrence of system congestion:

15.2.5.1. perform maintenance and operation of the SGT and control its operation so as to reduce the probability of the occurrence of congestion,

15.2.5.2. monitor technical and quality parameters of the transported gaseous fuel,

15.2.5.3. apply operating procedures applicable in the event of the occurrence of an emergency situation in the SGT,

15.2.5.4. charge an auction margin,

15.2.5.5. apply congestion management mechanisms in case of contractual congestion referred to in point 12.3.6, point 15.3.3, point 15.3.4, point 15.3.8, according to the provisions of Annex I to Regulation of the European Parliament and the Council (EC) No 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.

15.3. System congestion management in case of contractual congestion.

15.3.1. The OSGT shall regularly assess the use of reserved capacity taking into account the currently provided transmission services. The purpose of such analysis is to prevent capacity blocking in the SGT and the occurrence of contractual congestion. The OSGT shall advise the President of ERO of the underutilisation of reserved contracted capacity by the Shipper in case when the circumstances set forth in point 15.3.3.1 and point 15.3.3.2 apply.

15.3.2. In case of the occurrence of contractual congestion that prevents the execution of capacity allocations (PP) and transmission capability allocations (PZ), the OSGT shall take efforts in order to mitigate such congestion and enable the execution of a capacity allocation (PP) and transmission capability allocation (PZ) at least on an interruptible basis.

15.3.3. If, during the review of an application for capacity allocation it is revealed that no transmission capacity is available, and contracted but unused capacity exists, the OSGT shall present an appropriate declaration to the Shipper following the obligation by the President of ERO to withdraw, in part or in full, the capacity allocation at a given entry or exit point, when:

15.3.3.1. the Shipper systematically underutilises the allocated capacity and transmission capability, i.e. uses less than on average 80 % of the capacity (contracted capacity) and transmission capability allocated to him, both in the period from 1 April until 30 September and in the period from 1 October until 31 March, when the effective term of the capacity allocation (PP) and transmission capability allocation (PZ) has been longer than one gas year, and such situation cannot be reasonably justified, and

15.3.3.2. the Shipper has failed to sell or offer the unused capacity (contracted capacity) and transmission capability on reasonable terms, and specifically in accordance with the procedure set out in point 15.3.8, and other Shippers are seeking access to capacity (contracted capacity) and transmission capability at such point on a firm basis, and the Shipper fails to justify the underutilisation of capacity in a satisfactory manner, in particular by evoking the following reasons:

15.3.3.2.1 the necessity to conform to legal requirements in respect of security of supply,

15.3.3.2.2 the failure of the SGT or an interoperating system,

15.3.3.2.3 an extraordinary event on the part of a customer,

15.3.3.2.4 force majeure.

15.3.4. Oversubscription and buyback mechanisms.

15.3.4.1. The OSGT shall publish on its website www.gaz-system.pl, by 12:00 hours (noon) on the gas day, information on additional firm capacity to be made available on the

following gas day in each entry point and exit point, taking into account the technical conditions, expected offtakes from the SGT and capacities in the adjacent transmission systems.

15.3.4.2. In case when during the performance of transmission contracts the firm capacity made available under point 15.3.4.1, has to be reduced, the OSGT shall apply the capacity buyback mechanism described below with respect to the Shippers.

15.3.4.3. The buyback shall take place in an auction procedure according to the rules of the relevant Auction Platform which should be drafted taking into account the principles set out in point 15.3.4.6 and be published on the OSGT's website. The auction to be used in the buyback procedure shall be carried out in accordance with the principles of a uniform-price auction within the meaning of the NC CAM, save that the bids shall be ordered from the lowest one rather than from the highest one.

15.3.4.4. The participation in the auction shall be open to any Shipper that holds firm capacity at the point covered by the buyback procedure.

15.3.4.5. The OSGT shall inform the Shippers referred to in point 15.3.4.4 about launching the buyback procedure in the form of an auction at least thirty (30)minutes prior to the beginning of the auction:

15.3.4.6. Auction Rules:

15.3.4.6.1 the right to participate in the auction as an auction participant shall be available to the Shippers referred to in point 15.3.4.4, provided that they obtained a login and password for the OSGT's internet platform in accordance with point 8.6.11,

15.3.4.6.2 the participation in the auction shall be anonymous, and in the course of the auction and the identity of the auction participant shall be known exclusively to the OSGT,

15.3.4.6.3 each auction shall comprise one bidding round only and last for thirty (30) minutes,

15.3.4.6.4 the bid of the auction participant may be placed, revised or withdrawn at any time during the bidding round; the bid shall be deemed binding until it is modified or removed,

15.3.4.6.5 in the bid, the auction participant shall indicate the following:

15.3.4.6.5.1 the identity of the auction participant,

15.3.4.6.5.2 the entry or exit point for which the bid is placed,

15.3.4.6.5.3 the capacity offered which shall not exceed the firm capacity held by the auction participant, to the extent it is used in a confirmed nomination for the period concerned by the buyback procedure,

15.3.4.6.5.4 the price specified taking into account the provisions of point 15.3.4.6.7.

15.3.4.6.6 The bid of the auction participant shall be deemed binding provided that it meets all the requirements set forth in point 15.3.4.6.5.

15.3.4.6.7 The maximum price at which capacity buyback may be offered by the auction participant shall not exceed ten times (10) of the fixed charge applicable to services for one gas day, as specified in the SGT's Tariff.

15.3.4.6.8 The capacity buyback under the auction procedure shall be made at the lowest price offered to the OSGT.

15.3.4.6.9 The OSGT may accept the bid of the auction participant in part only.

15.3.4.6.10The final result of the auction shall be published by the OSGT within thirty (30) minutes of its closing. Individual data shall only be disclosed to the parties concerned, by electronic means and without unnecessary delay.

15.3.4.6.11In case when, as a result of the auction referred to in point15.3.4.3, the OSGT does not obtain sufficient capacity (contracted capacity) that is required to perform the transmission service in the SGT according to confirmed Shippers' nominations for a specific point for a given gas day, the OSGT, subject to appropriate discount at the rate set out in SGT Tariff, shall reduce the capacity allocation in respect of firm capacity held by Shippers. The reduction referred to above shall be done from the products with the shortest time of execution to the products with the longest time of execution, in case of products of the same time of execution prorated according to the hourly quantities of gaseous fuel in the confirmed Shippers' nominations for the period concerned by such reduction.

15.3.4.6.12As a result of the buyback procedure, the OSGT shall reduce, as appropriate, the confirmed nominations of the parties whose bid was accepted, or those referred to in point 15.3.4.6.11. The provisions of point 12.1.9 shall apply accordingly.

15.3.4.6.13The reduction of the compensation due to the buyback of the Shipper's capacity (contracted capacity) under the procedure referred to in point 15.3.4.3 shall be reflected in the invoice issued to the Shipper for the performance of the Transmission Contract, in the form of appropriate discount.

15.3.4.6.14The method of determining the amount of additional capacity offered under the oversubscription mechanism shall be agreed by the OSGT with the President of ERO.

15.3.5. The Shipper may sublet the capacity (contracted capacity) and transmission capability.

15.3.6. In case of capacity (contracted capacity) sublet, the subletting Shipper shall remain a party to the capacity allocation (PP) and transmission capability allocation (PZ) under the relationship with the OSGT.

15.3.7. The Shipper may sell the capacity (contracted capacity) on the internet platform indicated by the OSGT in accordance with the regulations of this platform.

15.3.7.1. In case of resale of capacity (contracted capacity) all rights and obligations (including OZO) arising from the allocation of capacity and capability (PP / PZ) are transferred to the purchaser of the capacity (contracted capacity).

15.3.7.2. In case of resale of capacity (contracted capacity) on related terms, the Shipper is obliged to resell this capacity (contracted capacity) simultaneously on both sides of the point, to the same Shipper, with the provision that:

15.3.7.2.1 the OSGT, in consultation with the OSW, shall confirm whether the Shipper, for whose benefit the resale of capacity (contracted capacity) is to be made on the basis of related rules, meets the formal requirements set out in the OSGT or OSW network codes necessary to conclude a Transmission Contract with it in the scope of resold capacity (contracted capacity) on related terms,

15.3.7.2.2 in case the OSGT or OSW state that the Shipper, for whose benefit the resale of capacity (contracted capacity) is to be made on the basis of related principles, does not meet the formal requirements referred to in point 15.3.7.2.1 the operators will not agree to resale.

15.3.8. Surrendering of the allocated firm capacity (contracted capacity) and transmission capability by the Shipper.

15.3.8.1. The Shipper may surrender the allocated capacity (contracted capacity) on a secondary market platform, following the rules of such platform.

15.3.8.2. If the Shipper surrenders the capacity (contracted capacity) allocated on a bundled basis, the Shipper must surrender the capacity in both transmission systems.

15.3.8.3. The Shipper shall be obliged to pay the OSGT the auction margin due for the settlement periods covered by the capacity product being surrendered by the Shipper, based on an invoice issued by the OSGT, payable within fourteen (14) days from the invoice date, under the pain of rejecting the declaration of surrendering the capacity (contracted capacity).

15.3.8.4. The Shipper shall retain its rights and obligations under the capacity allocation (PP) and transmission capability allocation (PZ) until the capacity and transmission capability being surrendered by the Shipper is re-allocated by the OSGT to another Shipper and to the extent that it is not re-allocated by the OSGT. The contracted capacity referred to in point 15.3.8 shall be made available in the order at which the Shippers present their complete declarations on surrendering the capacity.

15.3.8.5. The capacity (contracted capacity) and transmission capability allocation being surrendered by the Shipper shall be allocated only once the OSGT has allocated the entire transmission capacity hitherto available . The OSGT does not offer capacity (contracted capacity) that has been surrendered by the Shipper pursuant to Section 15.3.8, under the products for a single gas day period.

15.3.8.6. The OSGT shall advise the Shipper forthwith about the re-allocation of the capacity (contracted capacity) and transmission capability surrendered by such Shipper, making available in the IES the changed capacity allocation (PP), reflecting the changes related to the surrendering by that Shipper, and the changed capacity allocation (PP) for other Shippers.

15.3.8.7. In case when the capacity and transmission capability referred to in point 15.3.8.6 is re-allocated by the OSGT, the Shipper that surrendered capacity and transmission capability shall pay charges for transmission services in respect of the capacity and transmission capability that has not been surrendered by the Shipper concerned, according to the terms applicable to the originally purchased product.

15.4. Congestion management in case of the imbalance of the deliveries and off-takes of gaseous fuel.

15.4.1. In the case when the Shipper's imbalance leads to the inability to maintain integrity of the SGT, the OSGT may introduce restrictions on the Shippers who have caused the situation of the shortfall or the excess of gaseous fuel in the SGT. In such case, the OSGT shall advise Shippers of the starting date of the restrictions and their duration, as well as of the maximum hourly and daily capabilities for the delivery of gaseous fuel for transmission or its off-take from the SGT at the specified entry and exit points. In case when the OSGT informs about the restrictions in the performance of the gas transmission service, the Shipper shall be required, within thirty (30) minutes of receiving such information, to submit a re-nomination to the OSGT, which shall reflect the limitations introduced at the respective point and, as appropriate, at other points. The provisions of point 12.5 shall apply accordingly.

15.4.2. The limitations introduced pursuant to point 15.4 shall be implemented by the Shipper according to the information provided by the OSGT pursuant to point 12.5.7.

15.4.3. The costs of the limitations in the quantities of gaseous fuel, as well as the restoration of the transmission of the contracted quantities of gaseous fuel are borne by the Shipper. Throughout the period of the limitation, the OSGT shall be entitled to a charge as determined in accordance with the applicable SGT Tariff.

15.4.4. In case when the measures available to the OSGT are not sufficient to maintain the stable operation of the SGT, the OSGT shall initiate the procedures referred to in point 17.

15.5. Congestion management in case of the failure to maintain the quality parameters of gaseous fuel and minimum pressure.

15.5.1. In case when the quality parameters of the gaseous fuel specified in physical point 3.4.1.1 are not observed at the entry points, the OSGT may introduce limitations on the receipt of gaseous fuel for transmission at the physical entry points and off-take at the physical exit points with respect to the Shipper on whose part the circumstances resulting in such a situation have arisen.

15.5.2. When enforcing the restrictions referred to in point 15.5.1, the OSGT shall advise Shippers of the starting date of the restrictions and their duration, as well as of the maximum hourly and daily capabilities for the delivery of gaseous fuel for transmission or its off-take from the SGT at the specified physical entry and exit points. In case when the OSGT informs about the restriction or complete interruption of the gas transmission service, the Shipper shall be required, within thirty (30) minutes of receiving such information, to adjust the nomination at the physical point concerned and to submit a re-nomination to the OSGT. The provisions of point 12.5 shall apply accordingly.

15.5.3. In case when the Shipper fails to observe the restriction, the OSGT may stop accepting gaseous fuel to the SGT or enforce the provisions of 12.5.7.

15.5.4. Additional charges shall apply if the gaseous fuel delivered for transmission into the SGT at the entry point does not conform to the quality parameters specified in the following table.

Gaseous fuel quality characteristics	Unit of measure	Acceptable value X_{SJNmax}
Hydrogen sulphide content	mg/m^3	7.0
Total sulphur content	mg/m^3	40.0

15.5.5. If the Shipper delivers gaseous fuel for transmission at a physical entry point, and such gaseous fuel does not satisfy at least one of the quality parameters specified in point 15.5.4, the OSGT shall be entitled to charge a fee from the Shipper for each quality parameter listed in point 15.5.4 that is off-spec, and such fee shall be calculated according to the following formula:

$$O_{NSJW} = IGI * 2 * CRG * (X_{SJW} – X_{SJNmax}) / X_{SJNmax}$$

where:

- O_{NSJW} - charge for an off-spec quality parameter [PLN],
- I_{GI} - daily quantity of gaseous fuel with off-spec value of a given quality parameter, as delivered for transmission at the physical entry point [kWh],
- CRG - Reference Gas Price [PLN/kWh],
- X_{SJNmax} - acceptable value of a given quality parameter specified in point15.5.4 [mg/m^3]
- X_{SJW} - daily average value of a given quality parameter of gaseous fuel delivered for transmission at the physical entry point [mg/m^3]

15.5.6. The parties shall ensure an adequate level of water dew-point of the gaseous fuel delivered for transmission at physical entry points or delivered for off-take at physical exit points from the SGT, specified in point 3.4.1.1..

15.5.7. In the event when the gaseous fuel delivered to the SGT at the physical entry point is off-spec with regard to the parameters specified in point 15.5.6, the OSGT shall be entitled to a charge from the Shipper in the amount calculated according to the following formula:

$$O_{NSTW} = I_{GI} * 0.1 * CRG * (X_{STW} – X_{STNmax}) / MOD(X_{STNmax})$$

where:

- O_{NSTW} - charge for an off-spec water dew point parameter [PLN]
- I_{GI} - daily quantity of gaseous fuel with off-spec value of the water dew point parameter [kWh],
- CRG - Reference Gas Price, [PLN/kWh]
- MOD - Absolute value
- X_{STNmax} - the highest admissible value of the water dew point temperature [^{o}C]
- X_{STW} - daily average value of the water dew point temperature of gaseous fuel delivered for transmission at the physical entry point [^{o}C]

15.5.8. The OSGT shall be entitled to charge a fee from the Shipper, which shall be calculated in accordance with the formula set out in point 15.5.5 or point 15.5.7 in respect of each of the quality parameters referred to in point 15.5.4 or point 15.5.6. The charge shall be calculated individually for each of the off-spec quality parameters.

15.5.9. In the event of any reservations regarding the quality of gaseous fuel transported, the Shipper or the OSGT may demand that such quality is analysed at an independent research laboratory that has accreditation of a certifying unit obtained in accordance with the applicable regulations. The cost of the tests shall be borne by the party challenging the quality of gas, unless the result of such test confirms that the reservations were justified, in which case the cost of the test shall be borne by the other party.

15.5.10. In the event of assessing the capacity of transporting gaseous fuel of an inadequate quality, the parties shall be required to immediately inform the other party of the possibility of the occurrence of such a situation.

15.5.11. In case when the Shipper fails to maintain, at the physical entry point, the quality parameters of gaseous fuel set out in point 3.4.1.1, the quality parameters of gaseous fuel at the physical exit points shall not be worse than the quality parameters of the gaseous fuel delivered to the SGT at the physical entry point. The Shipper shall not refuse to off-take gaseous fuel from the SGT if its parameters are not worse than the parameters of the gaseous fuel delivered by the Shipper to the SGT.

15.5.12. In case when the gaseous fuel delivered to the SGT does not conform to the quality parameters set forth in point 3.4.1.1 and the ISO refuses to accept off-spec gaseous fuel, the OSGT shall have the right to restrict the delivery of gaseous fuel.

15.5.13. In the circumstance referred to in point 15.5.12, the Shipper shall cover the cost of removing the off-spec gaseous fuel from the SGT.

16. EXCHANGE INFORMATION RELATED TO PRESENTATION OF CONTRACTS FOR IMPLEMENTATION, BALANCING AND SYSTEM CONGESTION MANAGEMENT

16.1. General provisions.

16.1.1. Information concerning the provision of the transmission service shall be exchanged between the OSGT and the Shippers, the OPR by the means of the Information Exchange System (IES). The Shipper shall be informed about the change of the data status in the IES by email.

16.1.2. Detailed information concerning the access to the IES, its operation, content and functionality shall be described in the user manual available at the OSGT's website.

16.1.3. The electronic exchange of information related to the performance of transmission contracts shall be based on the electronic document interchange standard EDIG@S and its version described on the OSGT's website.

16.1.4. The description of file formats shall be published on the OSGT's website. The information on the modification of the requirements applicable to the files to be transferred shall be announced on the website at list six months in advance.

16.2. Method of information exchange.

16.2.1. The interchange of the files referred to in point 16.1.3 shall take place using the AS4 protocol.

16.3. Responsibility for the content of data transferred

16.3.1. The responsibility for the form and content of the information of the documents rests with the party sending the document.

16.4. Information to be provided by the OSGT.

16.4.1. The OSGT shall publish the full wording of the SGT Network Code on its website, which shall set forth the standard terms and conditions specifying the Shipper's rights and obligations.

16.4.2. The OSGT shall notify the Shipper and the ISO, as appropriate, of any events that may affect the provided gas transmission service, or the operation of interoperating systems, including any changes in the timing of work and the timing of previously unscheduled work through the publication of information on the OSGT's website, including the publication on the GIIP of Urgent Market Messages.

16.4.3. The OSGT shall publish, on its website, information on the transmission capacity available at entry and exit points in the current and the following gas day.

16.4.4. The OSGT shall advise the ISO of nominations and re-nominations received from Shippers in order to confirm the possibility of performing them in the interoperating system.

16.4.4.1.

16.4.5. The OSGT shall send to the Shipper, by the seventh (7th) day of the following month, the following billing data concerning a given gas month:

16.4.5.1. daily quantities of gaseous fuel delivered and off-taken at individual entry and exit points;

16.4.5.2. daily imbalance for particular gas days,

16.4.5.3. aggregated quantities of gaseous fuel delivered to and off-taken at entry and exit points for each gas day in the gas month.

16.4.6. The information referred to in points from 16.4.3 to 16.4.5 shall be provided in the formats specified by the OSGT.

16.5. Information to be delivered by the Shipper.

16.5.1. The Shippers shall deliver the following information to the OSGT:

16.5.1.1. nominations and re-nominations of the quantity of gaseous fuel in accordance with the provisions of point 12,

16.5.1.2. information on any disruptions on the part of the Shipper's suppliers, or within an interoperating system, which could affect the operating conditions of the SGT, including reasons for such disruptions, their expected duration, reduction of capacity at the points of interconnection with the SGT, off-spec parameters that do not conform to contractual conditions, and the confirmation of adjusted nominations arising from such disruptions,

16.5.1.3. information on entities being the owners of gaseous fuel quantities introduced in a given gas month at the entry points to the SGT from outside the territory of the Republic of Poland or off-taken in a given gas month at exit points from the SGT outside the territory of the Republic of Poland, including the assignment of the appropriate quantities – within seven (7) days from providing the Commercial Report for a given gas month, the abovementioned information is provided in the form indicated by OSGT on the OSGT website.

17. PROCEDURES APPLICABLE IN EMERGENCY SITUATIONS

17.1. Emergency situation in the SGT.

17.1.1. In the event of the occurrence of an emergency situation resulting in a threat to the safety of the SGT operation, the OSGT, shall take immediate action to eliminate the emergency situation and restore the correct operation of the SGT.

17.1.2. In the event of the occurrence of an emergency situation resulting in a shortage of gaseous fuel in the SGT, the OSGT shall undertake measures aimed at stabilising the operation of the system.

17.1.3. The OSGT shall immediately inform the Shippers and interoperating system operators about the occurrence of an emergency situation that may affect the operation of their facilities, installations or networks and, in particular, about the expected duration and scope of the limitations in the transmission of gaseous fuel.

17.1.4. In case of an emergency situation, the OSGT shall not accept gaseous fuel for transmission or shall not deliver gaseous fuel to an exit point, if this could result in a threat to the safety of the operation of the SGT, or human health or lives or the environment, or cause damage to property.

17.1.5. In an emergency situation, the Shipper shall be obliged to cooperate with the OSGT as required.

17.1.6. The respective personnel of the parties authorised to act as contact persons in case of an emergency situation shall be indicated in the Transmission Contract.

17.2. Emergency situation in an interoperating system.

17.2.1. In case of an emergency situation that has occurred in the installation of a Shipper's customer or supplier, or an interoperating system, which is likely to result in limitations in the delivery of gaseous fuel for transmission or its off-take, the Shipper, shall be required to immediately notify the OSGT thereof and specify the expected duration and scope of limitations.

17.2.2. The respective personnel of the parties authorised to act as contacts in case of an emergency situation shall be indicated in the Transmission Contract.

17.2.3. In the event of an emergency situation or maintenance work within the network of an ISO, transmission service for the benefit of the ISO shall be charged for in accordance with the applicable principles set out in the SGT Tariff.

17.3 The mobilisation of the compulsory stocks of natural gas.

17.3.1 According to the TNC, in case of mobilisation of the compulsory stocks of natural gas according to the Stockpiling Act, the obligation to supply natural gas constituting a compulsory stock held by the Shipper outside the territory of the Republic of Poland shall be fulfilled by submitting nominations for SGT Mallnow entry point and PWP exit point, with hourly value corresponding to at least one nine hundred sixtieth (1/960) part of the compulsory stock, under the pain of recognition that the compulsory stock was not delivered to the territory of the Republic of Poland.

17.3.2. The OSGT shall notify the President of ERO about the fact of using the transmission capacity reserved for the supply of total mandatory natural gas stocks maintained outside the territory of the Republic of Poland for other purposes, i.e. in the situation when the daily amount of natural gas allocated to a given Shipper at the SGT Mallnow entry point and the exit point of the PWP is greater than the sum of allocated capacities in all hours of a given gas day decreased by the capacity reserved for the supply of total mandatory natural gas stocks maintained outside the territory of the Republic of Poland.

17.3.3. The notification referred to in point 17.3.2, shall be made by the OSGT based on daily quantities specified in the Commercial Report within seven (7) days of the date establishing the final settlement data in the Commercial Report.

18. IMPLEMENTING PROVISIONS

18.1. Until the first transaction is concluded on the RDB_{SGT}, the TGEsgtDA index is taken as the $CSRB_{SGT}$. If TGEsgtDA index equals 0, the CSRB for the high-methane gas E type for a given gas day in accordance with the provisions of the Transmission Network Code (TNC) is taken as $CSRB_{SGT}$.

18.2. Due to the lack of the exit point to the final customer, the regulations on fall-back supply within the meaning of the Energy Law are not applicable to the SGT.

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18.3. Until 30 September 2024, point 17.3.1 shall read as follows: "In the case of mobilisation of mandatory stocks in accordance with the Stockpiling Act, the obligation to supply natural gas constituting the mandatory stock maintained by the Shipper outside the territory of the Republic of Poland shall be fulfilled by submitting to the SGT a nomination at the Mallnow SGT entry point and the PWP exit point, with an hourly value corresponding to at least one thousand twelve hundredth (1/1200) part of the volume of the mandatory stock, otherwise the mandatory stock will be deemed not supplied in the territory of the Republic of Poland.".