

Appendix II

General conditions for booking of Incremental Capacity

1. General

- 1.1 These general conditions supplement the Transmission Service Conditions 2017-1 between Gasunie Transport Services B.V. and **shipper**, and its successors ("*TSC*"), and the *Dutch Network Code* as far as established by the Dutch energy regulator "Autoriteit Consument en Markt" pursuant to Article 12f of the Dutch Gas Act.
- 1.2 In the context of the *incremental capacity process* as prescribed in the Commission Regulation (EU) 2017/459 *GTS* offers *incremental capacity* as firm **entry capacity** and/or **exit capacity** at **interconnection points** with a start date of 1 October 20xx in the annual yearly capacity auction of July 20yy of *PRISMA*; The Dutch energy regulator "Autoriteit Consument en Markt" has approved the *incremental capacity project* in its decision of XX-XX-XXXX; *GTS* aims to make available the *incremental capacity* to shipper pursuant to these general conditions, the *TSC* and the *Dutch Network Code*;
- 1.3 These general conditions are applicable to *contracted incremental capacity*, in addition to the applicable *TSC* and the *Dutch Network Code*;
- 1.4 The provisions of the *TSC* shall apply to these general conditions as if the same were set out in these general conditions. If there is any inconsistency between any of the provisions of these general conditions and the provisions of the *TSC*, the provisions of these general conditions shall prevail.

2. Definitions

Expressions in italics and bold refer to expressions defined in Dutch in the Dutch Network Codes. Expressions in italics refer to expressions defined in these general conditions, the *TSC* or Commission Regulation (EU) 2017/459 . In these general conditions the following words and expressions have the denoted meaning:

- a. *Construction Phase*: the period between the annual yearly capacity auction of July 20yy of *PRISMA* and the *start date* of the contracted *incremental capacity*;
- b. *Contracted incremental capacity*: *incremental capacity*, including firm available existing capacity that is part of the offer level containing the *incremental capacity*, contracted by **shipper** as firm **entry capacity** and/or **exit capacity** at **interconnection points** in the annual yearly capacity auction of July 20yy of *PRISMA*;
- c. *(To) Endeavour*: an obligation to take commercially practicable actions and to incur reasonable associated costs as far as a *reasonable and prudent operator* would do in similar circumstances, but excluding costs that – in the reasonable expectation of *GTS* – will not be included in the tariffs of *GTS* as established by the Dutch regulator "Autoriteit Consument en Markt" under article 82 of the Dutch Gas Act;
- d. *Start Date*: the first *Gas Day* of the period, as most recently adjusted by *GTS* in accordance with this general conditions, for which **Shipper** has contracted *incremental capacity*;

3. Binding commitment in auction

- 3.1 **Shipper** enters into a binding capacity commitment by contracting *incremental capacity* as firm **entry capacity** and/or **exit capacity** at **interconnection points** in the annual yearly capacity auction of July 20yy of *PRISMA*.
- 3.2 **Shipper** is committed to the *contracted incremental capacity* and is not allowed to cancel the *contracted incremental capacity* at any time, unless this is explicitly permitted under these general conditions or the *TSC*.
- 3.3 The commitment of *GTS* to the *contracted incremental capacity* is subject to positive outcomes of the *economic tests* on both sides of the *interconnection point* for the relevant offer level according to article 4 of these general conditions.

4. Economic tests

- 4.1 *GTS* shall initiate an *incremental capacity project* to make available *contracted incremental capacity* if the outcomes of the *economic tests* on both sides of the relevant *interconnection point* for at least one *offer level* are positive according to the requirements set by Commission Regulation (EU) 2017/459.
- 4.2 In case more than one *offer level* results in a positive outcome of the *economic test* on both sides of the relevant *interconnection point* *GTS* shall initiate an *incremental capacity project* corresponding to the *offer level* with the largest amount of capacity that resulted in a positive outcome.
- 4.3 In case the outcomes of the *economic tests* on both sides of the *relevant interconnection point* are negative according to the requirements set by Commission Regulation (EU) 2017/459 at all offer levels, the *incremental capacity process* shall be terminated.
- 4.4 All *contracted incremental capacity* that, as a result of the *economic tests*, will not be part of an *incremental capacity project* shall automatically be terminated, without the obligation for *GTS* to pay any damages or costs to **shipper**.
- 4.5 *GTS* shall inform **shipper** in writing no later than 2 business days after the closing of the bidding round about the outcome of the *economic tests* and the implication of the *economic tests* for the *contracted incremental capacity*.

5. Rights and obligations of *GTS* in the *Construction Phase*

- 5.1 After notification that the *economic tests* have a positive outcome for an offer level on both sides of the *interconnection point* and that an *incremental capacity project* shall be initiated, *GTS* shall aim to make available at the latest on *Start Date* the *contracted incremental capacities* in compliance with the requirements of these general conditions.
- 5.2 If *GTS* is unable to make the *contracted incremental capacity* available to **shipper** in time, *GTS* shall continue to *Endeavour* to make the *contracted incremental capacity* available at the earliest practicable date thereafter.
- 5.3. If *GTS* is unable to make the contracted incremental capacity available in time, or if the adjacent TSO is unable to make the relevant incremental capacity at the other side of the interconnection point available in time, as a sole remedy the performance of shipper's corresponding obligations on both sides of the border shall be suspended accordingly and for such time as the delay continues both TSO's obligation to make capacity available to shipper shall also be suspended. Neither Party shall have any further claims or remedies against the other Party in relation thereto. For the avoidance of doubt, the duration of any such delay may also cover an entire period of the contracted incremental capacity.

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- 5.4 GTS shall immediately inform shipper in writing if a delay of the Start Date becomes apparent.
- 5.5. In particular, without limitation, shipper shall have no right under paragraph 5 above to terminate the contract concerning the incremental capacity on means of delay of such incremental capacity.

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