

## NATURAL GAS TRANSMISSION SERVICE

CONTRACT No .....

..... 20..

(place)

This contract (hereinafter referred to as the Contract) is entered into by and between transmission system operator AB Amber Grid (hereinafter referred to as TSO), represented by ....., acting pursuant to ....., on one side, and transmission Network User ..... (hereinafter referred to as Network User), represented by ....., acting pursuant to ....., on the other side.

### 1. Terms and definitions

- 1.1. Terms used in this Contract shall be understood as they are defined in the Law on Natural Gas of the Republic of Lithuania and other legislation governing the natural gas sector in Lithuania, AB Amber Grid Rules for Access to the Natural Gas Transmission System (hereinafter referred to as the Access Rules), and AB Amber Grid Rules for Natural Gas Transmission System Balancing (hereinafter referred to as the Balancing rules) as defined and published by TSO on its website at [www.ambergrid.lt](http://www.ambergrid.lt).

### 2. Subject matter

- 2.1. Subject matter of the Contract shall be the provision of natural gas transmission services (hereinafter referred to as the transmission services) to Network User under the terms and conditions of the Contract.
- 2.2. TSO hereby agrees to accept gas from Network User at the acceptance location(s) for natural gas (hereinafter – gas) when Network User injects gas into the transmission system and transmit gas to the gas delivery location(s) when Network User is supplied gas from the transmission system.
- 2.3. Network User hereby agrees to comply with the requirements set out in the Access Rules and the Balancing rules, and to pay for the transmission services and for the balancing service.

### 3. Terms and conditions of gas transmission service provision

- 3.1. Terms and conditions of gas transmission service provision shall be the same as set out in the Access Rules and the Balancing rules available on the TSO's website.
- 3.2. The Access Rules and the Balancing rules shall constitute an integral part of the Contract. Parties to the Contract shall fulfil all terms and conditions of the latest versions of the Access Rules and the Balancing rules.
- 3.3. In the event of discrepancies between the provisions of the Contract and provisions of the Access Rules or the Balancing rules, provisions of the Access Rules or the Balancing rules shall take precedence.

#### **4. Obligations of the parties**

- 4.1. TSO shall:
  - 4.1.1. Comply with all terms and conditions of this Contract in a proper and timely manner; and
  - 4.1.2. Ensure proper quality of transmission services.
- 4.2. Network User shall:
  - 4.2.1. To pay, timely and properly, for the transmission services provided under the terms and conditions of this Contract;
  - 4.2.2. Comply with all terms and conditions of this Contract in a proper and timely manner.

#### **5. Transmission service rates and their application**

- 5.1. Network User shall pay for the transmission services rendered at transmission service rates determined by TSO and published on the TSO's website at [www.ambergrid.lt](http://www.ambergrid.lt).
- 5.2. Transmission service rates shall apply as set out in the Access Rules.

#### **6. Payment for transmission and balancing services**

- 6.1. Network User shall pay to TSO for the transmission services rendered in accordance with the procedure set out in the Access Rules.
- 6.2. Any payments pertaining to balancing shall be made in accordance with the procedure set out in the Balancing rules.

#### **7. Gas metering and gas quality**

- 7.1. Gas metering shall be done in accordance with the procedure set out in the Access Rules using devices designed to record gas quantity, temperature, and quality parameters and conforming to legal requirements applicable to such devices.
- 7.2. Quality of gas shall conform to the Requirements for natural gas quality as approved by the order of the Minister of Energy of the Republic of Lithuania, and requirements for gas quality stipulated in other legal acts.

#### **8. Liability**

- 8.1. Parties to the Contract shall be liable for proper implementation of the provisions of this Contract, Access Rules and Balancing Rules.
- 8.2. The responsibility, rights and duties of Parties to the Contract, which are mandatory for the Parties to the Contract, are established in legal acts, the Contract, the Access Rules, and the Balancing Rules.
- 8.3. The Party failing to perform the terms and conditions of this Contract and (or) terms and conditions of the Rules and (or) Balancing rules, shall be liable to compensation for damages caused to the other party.
- 8.4. Either party shall be released from liability for non-performance of this Contract if able to prove that non-performance was due to force majeure circumstances, i.e. circumstances the party could not control or reasonably anticipate at the time of execution of this Contract, and could not prevent the occurrence of these circumstances or consequences thereof.

## **9. Terms and conditions of restricting or terminating gas transmission**

- 9.1. Gas transmission may be restricted or terminated in cases and subject to the procedure set out in legislation, the Access Rules and the Balancing rules.

## **10. Dispute resolution**

- 10.1. Any and all disputes in connection with performance of this Contract, the Access Rules or the Balancing rules shall be resolved in the courts of the Republic of Lithuania.

## **11. Amendments, validity, and termination of the contract**

- 11.1. Any and all amendments, supplements and addenda to this Contract shall be binding only if made in writing and signed by both parties.
- 11.2. If agreed between the parties, amendments and supplements to appendices of the Contract may be executed using the TSO's electronic transmission service booking and administration system.
- 11.3. This Contract shall be an open term contract.
- 11.4. This Contract may be terminated by upon agreement between the parties of contract, or in cases and subject to the procedure set out in legislation, the Access Rules and the Balancing rules.

## **12. Information exchanges**

- 12.1. Parties to this Contract shall exchange information pertaining to the provision of transmission services in accordance with the procedure and within such time frames as set out in the Access Rules.
- 12.2. By entering into this Contract Network User agrees to enter into an contract for the access to the electronic service booking and management system operated by TSO.

## **13. Final provisions**

- 13.1. Matters not covered by this Contract shall be governed by the Law on Natural Gas of the Republic of Lithuania, other legislation and European Union law of direct effect, the Access Rules and the Balancing rules.
- 13.2. Data on the quantities of natural gas transmitted to the Network User, capacity booked and distributed, and other data which become known in performing the activities of the transmission system operator shall be confidential except for the provision of such data in the cases provided for by legal acts and the Access Rules. The Parties hereby agree that the TSO shall have the right to disclose information specified in the Access Rules to the third parties specified in the Access Rules. The Network User hereby acknowledges that any actions whereby the TSO transfers information to the parties specified in the Access Rules shall not be considered as disclosure of commercial secret, violation of the laws of the Republic of Lithuania, or violation of the confidentiality obligation under the Contract.
- 13.3. The Party may indicate different address and particulars for the purposes of this Contract at any time, upon presentation of a notice to the other Party.
- 13.4. The Parties undertake to inform each other in writing of the change of the particulars indicated in Paragraph 14.1 of this Contract not later than within 3 working days from the day of the occurrence of such changes. In the absence of such a notification, all notices, requests, claims,

invoices, and other information for the purposes of this Contract shall be considered as have been properly provided by the particulars indicated in Paragraph 14.1.

- 13.5. The parties hereby represent that they have read the Contract, understand content and consequences thereof and sign the same as an expression of the parties' intent.
- 13.6. This Contract is executed in two copies of the same legal force TSO and Network User retaining one copy of the Contract each.
- 13.7. All additional agreements, Contract amendments and Appendices concluded by the parties to the Contract in writing constitute an integral part of the Contract and are binding on both parties.

#### 14. Legal details and representatives of the parties

##### 14.1. Addresses and legal details of signatories:

Transmission System Operator	Network User
Name of the legal entity	Name of the legal entity
Legal entity's number: VAT payer's number: Address: Phone number: E-mail: Website: Bank details: current account No	Legal entity's number: VAT payer's number: Address: Phone number: E-mail: Website: Bank details: current account No EIC code <sup>1</sup> : ACER code <sup>2</sup> :

##### 14.2. Representatives of TSO and Network User appointed to ensure the performance of provisions of this Contract:

	Transmission System Operator	Network User
Name, surname		
Job title		
Phone number		
E-mail		

##### 14.3. Details of TSO Dispatching Centre:

Address	Phone number	E-mail	

##### 14.4. Signatories:

	Transmission System Operator	Network User
Job title		
Name, surname		

Signature		
Date		

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<sup>1</sup> Energy Identification Code (EIC) assigned to the Network User

<sup>2</sup> Registration code of the European Agency for the Cooperation of Energy (ACER)