

**REGULATION**  
**ON THE PROVISION OF BACKHAUL GAS TRANSMISSION SERVICES**  
**CH. I – GENERAL PROVISIONS**

**Application**

**Art.1.** – This **Regulation on the provision of backhaul gas transmission services**, hereinafter referred to as “BH Regulation”, sets the conditions and directives for the provision of backhaul gas transmission services, hereinafter referred to as “BH Services” if the gas physical flow is towards Romania.

**Art.2.** – (1) the BH Regulation is compliant with Power and Gas Law no. 123/10.07.2012, the Network Code for the National Gas Transmission System as approved by Order no. 54/2007 of the Chairman of the National Energy Regulatory Authority, amended from time to time, and Regulation (EC) no. 715/2009 of the European Parliament and Council of 13 July 2009 on conditions for access to gas transmission networks and repealing Regulation (EC) no. 1775/2005 as amended from time to time and is applied by The Romanian Gas Transmission Company, TRANSGAZ SA Medias, hereinafter referred to as the “Transmission System Operator” (TSO), by the users of the National Gas Transmission System (NTS), hereinafter referred to as “Network Users” (NUs), by the gas producers and suppliers and storage operators (SOs).

(2) The Romanian Energy Regulatory Authority, hereinafter referred to as “Competent Authority” (CA), monitors the enforcement of the BH Regulation by the economic operators under paragraph (1).

**Art.3.** – CA approves the amendment and/or supplementation of BH Regulation based on the proposal of the economic operators under Art. 2, paragraph (1).

**Art.4.** – (1) For the purpose of this BH Regulation, the following terms shall mean as follows:

<b>Backhaul allocation</b>	Allocation by TSO of gas amounts for the NU, at the interconnection and entry points according to BH Regulation.
<b>Backhaul capacity</b>	Available gas transmission capacity in the reversed direction of the gas physical flow, at an interconnection point between the NTS and the transmission system of a EU Member State.
<b>Booked backhaul capacity</b>	Gas transmission capacity approved by TSO under a commercial contract entered into according to the framework agreement for backhaul gas transmission services, based on the NU request for backhaul gas transmission, expressed in MWh/day and provided on an interruptible basis.
<b>Physical flow</b>	Direction of the gas physical flow through the interconnection point at the moment the backhaul gas transmission services are provided.
<b>NTS entry point counterpart</b>	Gas producer, supplier, storage operator having entered into a contract with the NU for the delivery of gas at the NTS entry points to the latter.
<b>Interconnection point counterpart</b>	Natural or legal entity acting as NU of a EU gas transmission system having booked backhaul capacity at the relevant interconnection point.

<b>Transmission schedule</b>	Annual/weekly/daily gas transmission schedule notified by NU and agreed with TSO setting forth monthly/daily gas amounts to be delivered to the NTS through the entry points and to be taken-over from the NTS respectively as backhaul flows through the interconnection points. The transmission schedule is attached to the backhaul gas transmission contract as annex thereof.
<b>Backhaul services</b>	Set of activities and operations performed by TSO for or in relation to: <ul style="list-style-type: none"> <li>a) Booking of backhaul gas transmission capacity;</li> <li>b) Backhaul transmission of certain gas amounts through the interconnection point, on an interruptible basis.</li> </ul>

(2) The terms under paragraph (1) are supplemented by the terms under Power and Gas Law no. 123/10.07.2012, under the Network Code for the National Gas Transmission System as approved by Order no. 54/2007 of RERA Chairman as amended from time to time and Regulation (EC) no. 715/2009 of the European Parliament and Council of 13 July 2009 on conditions for access to gas transmission networks and repealing Regulation (EC) no. 1775/2005 as amended from time to time.

## CH.II – NTS ENTRY/INTERCONNECTION POINTS

**Art.5.** – This chapter describes the NTS entry/interconnection points in terms of BH Service contracting according to the procedures under this BH Regulation.

### Interconnection points

**Art. 6.** – (1) An interconnection point is the cross-border physical point where the NTS is interconnected with a gas transmission system of a EU Member State.

(2) At the interconnection point, TSO provides BH Services based on the framework agreement under Annex 1.

### NTS entry points

**Art.7.** – (1) An entry point is the physical point where, based on the backhaul gas transmission contract, hereinafter referred to as *BH Agreement*, NU delivers and TSO takes over gas to be transmitted through the NTS for the offsetting of the nominated backhaul quantities.

(2) Several physical entry points may be grouped into a virtual entry point under the Network Code for the NTS.

**Art. 8.** – For the performance of the BH Agreement, NU may deliver gas for offsetting of the backhaul nominated quantities through several NTS entry points.

### Commercial procedures/ operations related to the NTS entry/interconnection points

**Art. 9.** – The following commercial procedures/operations are conducted at the interconnection points:

- a) Access to BH Services:
  - Backhaul gas transmission capacity booking (hereinafter referred to as “*BH Capacity*”);
  - Transmission schedule setting;
- b) NTS operational procedures:
  - nomination / re-nomination;
  - nomination / re-nomination matching;

- backhaul allocation;
- c) contractual congestion management procedures:
  - BH Capacity voluntary return;
  - BH Capacity transfer facility (CTF-BH);

**Art. 10.** – (1) The following commercial procedures/operations are conducted at the NTS physical entry points:

- a) Access to BH Services:
  - Transmission schedule setting;
- b) NTS operational procedures:
  - nomination / re-nomination;
  - nomination / re-nomination matching;

**Art. 11.** – The backhaul allocation procedure is conducted at the NTS virtual entry points.

### **CH.III – ACCESS TO BH SERVICES**

**Art.12.** – TSO offers the available BH Capacity of the interconnection points as determined according to article 19, based on the principle under the operation agreement entered into by the operators of the interconnected systems as approved by the CA.

#### **Requirements for access to BH Services**

**Art.13.** – (1) BH Capacity is booked by NU based on a BH Agreement entered into with the TSO in compliance with the framework agreement for backhaul gas transmission services, as provided in Annex 1.

(2) BH Capacity may be booked for less than a year, for a year or for multiple years.

**Art. 14.** – The entering into the BH Agreement is subject to the fulfilment of the financial and technical requirements under the Network Code.

**Art.15.** – TSO shall publish identification data of all NU compliant with the requirements for the entering into the BH Agreement, on its own website.

#### **BH Capacity Booking**

**Art. 16.** – (1) BH Capacity is booked at the interconnection points.

(2) If BH Capacity is booked for multiple years, the booked BH Capacity shall be annually re-calculated based on the annual average gross calorific value for the relevant gas year.

(3) The booked BH Capacity is interruptible.

**Art. 17.** – In order to book BH Capacity, NU shall issue a statement specifying the interconnection point counterpart/counterparts for whom the BH Services are applied for, in compliance with Annex 2 hereto.

**Art. 18.** – The BH Agreement shall be executed only if capacity is booked at the NTS entry point based on the firm/interruptible gas transmission contract entered into by NU and TSO.

**Art. 19.** – The available BH Capacity is limited by the firm gas transmission capacity booked in direct flow decreased by the capacity required for the TSO in order to ensure continuous supply and is published daily.

#### **BH Capacity application procedure**

**Art.20.** – The available BH Capacity of the interconnection point may be applied for by NU:

- a) every year, during 10 – 15 June, for one gas year or multiple gas years;

- b) at least 6 working days before the date from which the contract effectiveness is applied for, for one gas day or multiple gas days.

**Art.21.** – (1) NU may apply for BH Capacity during the period under Article 20 subject to the capacity application procedure under the Network Code and as provided in Annex 3 hereto.

(2) The capacity application shall be accompanied by the Transmission Schedule prepared according to Annex 5 hereto.

**Art.22.** – (1) With respect to capacity booking for one gas year or multiple gas years, TSO shall notify the NU by 25 June of the access to NTS being granted to it or of the reasons for any (full or partial) refusal and of any potential comments to the proposed Transmission Schedule.

(2) With respect to capacity booking for one gas day or multiple gas days, TSO shall notify the NU, within two business days from the receipt of the application, of the access to NTS being granted to it or of the reasons for any (full or partial) refusal and of any potential comments to the proposed Transmission Schedule.

(3) TSO shall notify its approval or refusal of BH capacity to be granted to NU according to the template under Annex 4.

**Art.23.** – TSO is entitled to reject all BH Capacity Applications which are not compliant with the terms under Art. 20.

**Art. 24.** – In case of refusal, NU may lodge an appeal within three calendar days from the notification of refusal; TSO shall reply within two calendar days from the receipt of the appeal.

**Art.25.** – (1) If the applied for BH Capacity is not approved, the notification shall clearly state the reason behind the refusal.

(2) The following are deemed to be reasons for refusal:

- a) the circumstances under art. 149 of Power and Gas Law no. 123/10.07.2012;
- b) NU fails to comply with the requirements under art. 14;
- c) Lack of available capacity;
- d) NU has outstanding debts resulted from the execution of the previous transmission contracts.

**Art.26.** – If the applied for BH Capacity is fully or partially approved, TSO shall forward the BH Agreement in two copies, within 5 working days from the capacity approval date set forth in the notification. Such forwarding of the two BH Agreement copies represents a contracting proposal.

## CH.IV – BH SERVICE PROVISION

**Art.27.** – (1) In order to implement the BH Agreement, NU shall notify TSO of any planned NTS in-takes/out-takes in relation to the NTS entry and interconnection points by means of the Transmission Schedule and nominations/re-nominations, subject to the procedures and terms under the Network Code.

(2) While preparing the Transmission Schedule and nominations/re-nominations, NU shall take into account the planned works entailing the reduction or interruption of the BH Capacity.

(3) TSO obligation to publish and notify NU of the planned maintenance works, of the approval or rejection of the application for BH Capacity/Transmission Schedule/nominations/re-nominations and of the allocations/imbances is as set forth in the Network Code.

### Transmission Schedule

**Art. 28.** – (1) The procedure for preparation, submission and amendment of the Transmission Schedule is compliant with the Network Code.

(2) The template for the Transmission Schedule is provided in Annex 5.

(3) Notwithstanding the provisions of paragraph (1) if the BH Capacity booking period is shorter than one month, the Transmission Schedule shall consist of the weekly and/or daily nomination the NU is obliged to submit under the Network Code.

### Nominations and re-nominations

**Art. 29.** – The nomination/re-nomination is the binding data a NU submits to the TSO which, in order to be implemented, requires the approval of the TSO.

**Art. 30.** – (1) The nomination of the gas quantities to be circulated in backhaul flow through the interconnection point is based on the nomination procedure and on the terms under the Network Code. NU shall submit the nomination to TSO stating the following:

- a) Gas quantity expressed in energy units in relation to:
  - i. The interconnection point;
  - ii. The NTS entry points where the NU delivers gas for offsetting the nominated quantity according to item (i); this nomination shall be higher than or equal with the one submitted for the interconnection point;
- b) The interconnection point counterparts and the NTS entry points under item a).

(2) The sum of the nominated backhaul gas flows may not exceed the sum of nominated physical gas flows.

**Art. 31** – (1) The procedure for matching the gas amounts nominated at the interconnection point is compliant with the operation agreement entered into by the operators of the interconnected systems as approved by CA.

(2) Therefore, TSO shall publish on its website for NU, with respect to the BH Agreement performance, relevant information under the operation agreement entered into by the operators of the interconnected systems, except for the commercially sensitive information.

**Art. 32** – The procedure for matching the gas amounts nominated at the NTS entry points where NU delivers gas for offsetting the nominated amounts under art. 30, paragraph (1), letter a), item (i) is compliant with the Network Code.

### NU Nominations

**Art.33.** – Before approving the NU-submitted nomination, TSO shall take the following steps:

a) check if the submitted nomination is within the range of the booked BH Capacity of the interconnection point; if the nomination exceeds the booked BH capacity, TSO shall approve the nomination to the extent of the booked BH capacity;

b) check if the nomination related to the NTS entry points for offsetting the nominated backhaul flows is equal with or higher than the nomination resulted according to letter a); if this requirement is not met, TSO shall set the nomination value based on the “lesser rule”.

c) check if the sum of the backhaul flow nominations established according to letters a) and b) for all NU is lower than or equal with the sum of the physical flows nominated by all NU, decreased, if appropriate, by the amount required for the TSO to ensure the continuous supply; if this requirement is not met, TSO shall adjust the nominations on a pro-rata basis according to the NU nominations set under letters a) and b).

d) the nomination related to the NTS entry points for offsetting the nominated backhaul flows shall be set for the nomination value resulted following the application of letter c), such value being the approved weekly nomination which may be amended according to art. 30.

### NU re-nominations

**Art. 34.** Before approving the re-nomination submitted by NU, TSO shall take the following steps:

a) check if the submitted re-nomination is within the range of the booked BH Capacity of the interconnection point; TSO shall reject the submitted re-nomination if this requirement is not met and shall deem the last approved nomination to be valid.

b) check if the re-nomination related to the NTS entry points for offsetting the nominated backhaul flows is equal with or higher than the re-nomination resulted according to letter a); if this requirement is not met, TSO shall set the re-nomination value based on the “lesser rule”.

c) check if the sum of the backhaul flow re-nominations established according to letters a) and b) for all NU is lower than or equal with the sum of the physical flows re-nominated by all NU, decreased, if appropriate, by the amount required for the TSO to ensure the continuous supply; if this requirement is not met, TSO shall adjust the re-nominations on a pro-rata basis according to the NU re-nominations set under letters a) and b).

d) the matching procedure under art. 31 shall be applied.

e) the re-nomination related to the NTS entry points for offsetting the nominated backhaul flows shall be set for the re-nomination value resulted following the application of letter d), such value being the TSO approved re-nomination.

**Art.35.** – The re-nominations shall be prepared according to the template provided in Annex 6.

### **Allocation**

**Art.36.** – The allocation of the backhaul gas flows to the interconnection point shall comply with the TSO approved nominations.

**Art. 37.** – (1) The gas amounts for offsetting the nominated backhaul flows shall be allocated to the NTS entry points to the extent of the amount allocated based on art. 36. This allocation is performed by decreasing the amount allocated to NU in relation to such entry points according to the Network Code.

(2) If the amount allocated to NU in relation to such entry points under paragraph (1) is smaller than the amount allocated according to art. 36, TSO shall apply the provisions of chapter IV and V of the Network Code on the calculation and invoicing of imbalances.

**Art. 38.** – TSO shall notify NU of the backhaul allocation of gas day  $n-1$ , by 2 p.m. at the latest, on gas day  $n$ .

### **NTS congestion management**

**Art.39.** – (1) The approved BH Capacity which was not used by NU may be the subject of the NTS congestion management mechanisms under the Network Code, except for the compulsory capacity transfer.

(2) The template for the BH Capacity transfer is provided in Annex 7.

**Art.40.** –Annexes 1-7 are integral part hereof.

## FRAMEWORK AGREEMENT

on the provision of backhaul gas transmission services at the interconnection points between the Romanian Gas Transmission System and the EU gas transmission systems

(physical flow towards Romania)

no. ....year..... month ..... day.....

### I. Parties:

.....Company, headquartered....., st. .... no. ...., county/sector ....., code....., phone ....., fax ....., tax identification no....., registration no....., account no....., opened with....., legally represented by....., as Provider of BH Services at interconnection point ....., holder of the gas transmission license, hereinafter referred to as "**Transmission System Operator**" or "**TSO**" on one hand,

and

.....Company, headquartered....., st. .... no. ...., county/sector ....., code....., phone ....., fax ....., tax identification no....., registration no....., account no....., opened with....., legally represented by....., as Beneficiary of BH Services at interconnection point ....., holder of the gas supply license, hereinafter referred to as "**Network User**" or "**NU**" on the other hand,

hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**",

agreed to conclude this backhaul gas transmission agreement, hereinafter referred to as "**BH Agreement**".

### II. Terms and governing law

**Art. 1** – The terms used in this BH Agreement are defined in Energy and Gas Law no. 123/2012, in the Rules for the provision of backhaul gas transmission services (hereinafter referred to as "BH Regulation") as approved by Order no. 12/2013 of the Chairman of the National Energy Regulatory Authority and in the Network Code for the Romanian Gas Transmission System as approved by Order no. 54/2007 of the Chairman of the National Energy Regulatory Authority.

**Art. 2** – The provisions of this BH Agreement are supplemented with the provisions of the Customs Code, Civil Code, Energy and Gas Law no. 123/2012, Regulation (EC) 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 and of RERA (Romanian Energy Regulatory Authority) regulations, including the provisions of the Operation Agreement entered into by the transmission operators with respect to the the interconnection point.

### III. Scope

**Art. 3** – The scope of the BH Agreement is the provision of BH Services referring to the set of activities and operations performed by TSO for or in relation with:

- BH Capacity booking as set forth in art. 4.
- interruptible transmission of determined gas amounts for NU, through the interconnection point, as provided in art. 5.



**Art. 4 –** (1) The BH Capacity booked by NU at the interconnection point, over the entire validity of this BH Agreement, is \_\_\_\_\_ MWh/day.

(2) TSO shall not ensure the backhaul transmission of gas amounts exceeding the BH Capacity booked by NU at the interconnection point under paragraph (1).

**Art. 5 –** (1) TSO shall ensure the transmission of the nominated backhaul gas flows according to the procedures set forth in the BH Regulation.

(2) TSO is entitled to restrict/interrupt BH Services under the conditions set forth in art. 7.

#### **IV. Duration**

**Art. 6 –** (1) This BH Agreement is concluded for one or multiple gas years, during the period 1 July ... – 1 July ... .

(2) Notwithstanding the provisions of paragraph (1), this BH Agreement may be entered into for a determined period, within the interval under paragraph (1), in compliance with the Network Code.

#### **V. BH Service restriction/interruption conditions**

**Art. 7 -** (1) TSO, by acting fairly and prudently, is entitled to restrict or interrupt the BH Services in case of restriction or interruption of the BH Capacity available at the interconnection point, irrespective of the reasons, including, mainly the following events:

- a) the sum of the nominated gas physical flows is lower than the sum of the nominated gas backhaul flows;
- b) planned and unplanned maintenance works causing a capacity reduction at the interconnection point.

(2) – NU unconditionally accepts the BH Services to be restricted/interrupted as set forth in paragraph (1).

**Art. 8 –** In case of backhaul capacity restriction and/or interruption under art. 7, such reduction shall be applied to all NU having booked BH Capacity at the interconnection point, on a pro-rata basis according to the BH Capacity booked by each of them, until the booked capacities are fully interrupted.

#### **VI. Procedure for nomination of the interconnection point backhaul gas flows**

**Art. 9 –** The nomination of backhaul gas flows through the interconnection point is compliant with the nomination procedure and terms under the BH Regulation.

**Art. 10 –** The procedure for matching the gas amounts nominated at the interconnection point is compliant with the Operation Agreement entered into by the TSOs, i.e. The National Gas Transmission Company TRANSGAZ SA Medias and .....

**Art. 11 –** The procedure for matching the gas amounts nominated at the NTS entry points where the NU delivers gas for offsetting the nomination according to art. 30, paragraph (1), letter a)j) of the BH Regulation is compliant with the Network Code.

#### **VII. Procedure for allocation of the gas backhaul flows through the interconnection point**

**Art. 12 –** The procedure for allocation of the backhaul gas flows and of the related offsetting gas amounts is compliant with the BH Regulation.

#### **VIII. Commercial gas delivery/taking-over; Gas metering**

**Art. 13 –** TSO shall take over gas for offsetting backhaul gas flows through the NTS entry points stated by the NU, if such gas complies at least with the minimum quality conditions under the applicable laws.

**Art. 14 –** Gas is metered by means of the commercial/custody transfer metering systems/equipment according to the applicable laws.



## **IX. Tariffs; conditions and means of payment**

**Art. 15** – NU shall make the payment to the TSO in consideration of the BH Services, calculated based on the backhaul tariff as approved by the Romanian Energy Regulatory Authority.

**Art. 16** – (1) The BH Services shall be monthly invoiced by the TSO. (2) The means of payment and the banks approved to conduct the bank operations shall be mutually agreed based on the applicable laws.

(3) The payment in consideration of the BH Services is made within 15 calendar days from the date of the invoice issued by the TSO. If the due date is a non-working day, the payment is deemed due on the following working date.

(4) The payment obligation is deemed fulfilled on the date the relevant amounts are transferred to the TSO's account.

## **X. TSO rights and obligations**

**Art. 17** – TSO is entitled:

- a) to prepare the invoice based on the tariffs under the BH Agreement and to collect the payment in consideration of the BH Services;
- b) to restrict/interrupt BH Services based on a one day advance notice, if the payment obligations fail to meet the terms and conditions hereof;
- c) to restrict/interrupt BH Services under the conditions set forth in art. 7;
- d) to restrict/interrupt BH Services in order to remedy failures in the NTS, subject to NU notifying within maximum 6 hours;
- e) to refuse to take over gas in the NTS which is not compliant with the minimum quality requirements as provided in the relevant laws;
- f) to reply to and to settle the NU complaints related to the BH Services according to the provisions of the applicable laws;
- g) all other rights as set forth in the applicable laws.

**Art. 18** – TSO shall:

- a) notify NU of the provisions of the operation agreement entered into by the gas transmissions operators with respect to the relevant interconnection point impacting the execution hereof;
- b) maintain the booked BH Capacity available for NU as provided in the BH Agreement, except for the cases in which TSO is entitled to restrict/interrupt according to art. 7;
- c) notify NU of any potential restrictions/interruptions in the BH Services if the NU fails to meet its payment obligations;
- d) notify NU, at least 24 hours in advance, of the fact that BH Services are resumed if the provision of BH Services was restricted/interrupted according to art. 7, except for paragraph (1), letter a) thereof.
- e) resume the provision of BH Services within 24 hours from the date the payment obligations are met;
- f) initiate the amendment and/or supplementation of this BH Agreement in case of any changes to the circumstances underlying the conclusion hereof;
- g) all other obligations as set forth in the applicable laws.

## **XI. NU rights and obligations**

**Art. 19** – NU is entitled:

- a) to voluntarily return or transfer the booked BH Capacity according to the Network Code;
- b) to request TSO to amend this BH Agreement in case of any changes in the circumstances underlying the conclusion hereof;
- c) all other rights as set forth in the applicable laws.

**Art. 20** – NU shall:

- a) unconditionally accept the BH Services to be restricted/interrupted according to art. 7;
- b) fully pay the invoices issued by TSO in consideration of the BH Services by the due date and if appropriate the other payment obligations deriving from the the execution hereof;
- c) deliver gas into the NTS based on the gas quality requirements as provided in the relevant laws;
- d) all other obligations as set forth in the applicable laws.

## **XII. Guarantees**

**Art. 21** – (1) The guarantees established for the fulfilment of the contractual obligations are provided in the financial requirements under the Network Code.

(2) In addition to paragraph (1), the parties may introduce to each other one or more instruments for guaranteeing the obligations hereunder.

(3) The guarantee instruments set forth in paragraph (2) are established under conditions of equivalence.

## **XIII. Transmission Schedule**

**Art. 22** – (1) The Transmission schedule is provided in Annex 3 hereto and may be amended according to the procedure under the Network Code.

(2) Notwithstanding the provisions of paragraph (1), if the BH Capacity booking period is shorter than one month, the transmission schedule consists of the weekly and/or daily nomination the NU is obliged to submit according to BH Regulation.

## **XIV. Confidentiality**

**Art. 23** – (1) The parties shall keep confidential all data, documents and information resulted from the execution hereof.

(2) The confidentiality obligation shall not apply to the data, information and documents:

- a) which one of the parties agreed in writing to be disclosed;
- b) which may be disclosed according to the applicable laws;
- c) which were requested by the relevant state bodies, based on a legal “need-to-know” obligation;
- d) which were not deemed confidential according to the applicable laws.

(3) The provisions of this article shall remain valid for a five years’ period starting from contract expiration.

## **XV. Liability**

**Art. 24** – (1) The failure to meet the invoice payment obligation by the term set forth in art. 16, paragraph (4) entails:

- a) the charging of a late payment rate share calculated based on the unpaid value equal with the late payment rates related to the failure to pay the budgetary obligations by due date, for each day of delay, starting with the 16<sup>th</sup> calendar day from the invoice issuance until the full payment thereof, including the payment date, unless the payment obligation is met within 15 calendar days from the due date;
- b) Interruption of BH Services based on a 3 calendar days’ advance notice, starting with the date following the expiration of the 15 calendar days’ term under letter a), in case of payment default.

(2) If the due date or the date following the expiration of the grace period is a non-working day, the terms under paragraph (1) shall be shifted accordingly.

**Art. 25** – In relation to the obligations hereunder, other than as provided in art. 24, the defaulting party shall pay liquidated damages to the injured party according to the applicable laws.

## **XVI. Termination**

**Art. 26** – (1) This BH Agreement terminates:

- a) Upon the expiration of the vadilify period hereof;
- b) Based on the parties’ consent;
- c) If the total approved BH Capacity is voluntarily returned;
- d) By unilateral termination, based on a notification to the other party, if NU/TSO fails to meet its payment obligations in consideration of the provided services and of the contracted service provision;
- e) By cancellation, in case of initiation of bankruptcy, dissolution, liquidation, license withdrawal procedures if appropriate, by one of the parties;
- f) By force majeure, according to the provisions hereof.

(2) The termination of this BH Agreement shall not prejudice the obligations deriving from the performance hereof until the termination hereof.

## **XVII. Force majeure**

**Art. 27** – (1) Force Majeure is the future unpredictable and unavoidable event releasing any defaulting party from liability.

(2) The party invoking Force Majeure shall notify it to the other party within 48 hours from the event occurrence and shall issue the supporting documents within 10 calendar days from the event termination. The party invoking Force Majeure shall take all possible actions to mitigate the consequences thereof.

(3) The Force Majeure events shall be certified by the Romanian Chamber of Commerce and Industry.

(4) If the Force Majeure event fails to cease within 30 calendar days, the parties are entitled to request the rightful termination of the BH Agreement, without any right to claim damages.

## **XVIII. Notifications**

**Art. 28** – (1) During the performance of this BH Agreement, the parties shall notify each other of any changes in the circumstances underlying the conclusion hereof, at the headquarters first above written.

(2) The notification term is 5 calendar days from the occurrence of the changes in circumstances, unless otherwise agreed.

(3) The means of notification are mutually agreed by the parties according to the applicable laws.

## **XIX. Applicable laws; Dispute settlement**

**Art. 29** – (1) The provisions hereof are subject to and construed in compliance with the applicable laws.

(2) The parties agree to amicably settle all disputes over the validity, interpretation, execution and termination hereof. If the parties fail to amicably settle such disputes, they shall be submitted for settlement to the relevant courts.

## **XX. Assignment**

**Art. 30** – (1) Neither party may assign, directly or indirectly, in full or in part, its rights and/or obligations under this BH Agreement without the prior written consent of the other party which shall not be unreasonably withheld or delayed.

(2) The assignment intention shall be notified to the other party at least 10 working days before the planned assignment date.

(3) The notified party shall make a reasoned reply within maximum 5 working days from the notification registration date.

(4) If the notified party fails to make a reply or, if appropriate, fails to make a reasoned reply, in the term under paragraph (3), the assignment intention is deemed accepted.

## **XXI. Other provisions**

**Art. 31** – This BH Agreement may be amended or supplemented based on the parties consent, subject to the applicable laws.

**Art. 32** – Annex no. 1 - "Tariffs", Anexa no. 2 - "*Booked BH Capacity*" and Annex no. 3 "Transmission Schedule" are integral part hereof.

This BH Agreement is concluded today ....., in two original copies, one for each party.

Transmission System Operator

Network User

Legal representative

Legal representative,

TARIFFS

*BOOKED BH CAPACITY*

NOTE:

\* the template of Annex no. 4 to BH Regulation will be used.

TRANSMISSION SCHEDULE\*

\* the template of Annex no. 5 to BH Regulation will be used.

**Annex 2**  
**to BH Regulation**

**Network User Statement**

According to the BH Regulation I hereby declare that the application for BH Capacity for the interconnection point ..... is compliant with the agreements entered into with the following external counterparts (acting as NU in the interconnected gas transmission system):

- ....
- ....

Network User  
Authorised Representative

.....

Date: .....

Signature:.....

**Application for BH Capacity**

**I. Applicant**

Network User: (name and identification data)

Contact person with respect to this application

**II. BH Capacity period**

BH Capacity is requested for the following period:

1. [gas day]; [month]; [year], 6.00 hours – 1. [gas day]; [month]; [year], 6.00 hours

**III. Data related to BH Capacity**

BH Capacity is applied for with respect to the interconnection point .....

Tag no.	IP code	IP name	NU interconnected gas transmission system counterpart	BH Capacity
				MWh/day
1	[code]	[name]	[name]	[value]

Network User

Date: .....

Authorised Representative

Signature: .....

.....

**Notification**

approval /  refusal

Further to your application no. ..., registered with no....

We hereby notify you that the booking of the following BH Capacity is approved:

Under art. 22, paragraph (3) of the *BH Regulation*, we hereby notify you that the booking of the following BH Capacity is refused:

Tag no.	Interconnection point code	Interconnection point name	NU counterpart of the interconnected transmission system	BH Capacity
				MWh/day
1.	[code]	[name]	[name]	[value]

Transmission System Operator

Authorized representative

Date: .....

Signature: .....

### Transmission Schedule

We hereby notify you of our annual transmission schedule in compliance with the BH Regulation. Therefore, we would like to inform you on the monthly quantities agreed with the producers, suppliers, storage operators, NU counterparts of the interconnected system subject to the BH Agreement during the period .....:

#### Entry points

Tag no.	MP code	MP name	NU counterpart (producer / supplier / Storage operator)	Quantity MWh											
				July	August	September	October	November	December	January	February	March	April	May	June
1.	[code]	[name]	[name]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]

#### Interconnection point

Tag no.	IP code	IP name	NU counterpart of the interconnected transmission system	Quantity MWh											
				July	August	September	October	November	December	January	February	March	April	May	June
1.	[code]	[name]	[name]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]



The gross calorific power considered in the conversion of the quantity in MWh is determined as a gas volume weighted average of the gross calorific powers metered during the previous calendar year, for each given point. Please note that this transmission schedule is compulsory for gas year [    ], unless we amend it in writing according to the terms and conditions set forth in the Network Code and BH Regulation.

Network User  
Authorized representative  
.....

Date: .....  
Signature:.....

**Nomination/Re-nomination**

I, the undersigned *[NU name and identification data]*, party to BH Agreement no. [ ] entered into by *[NU name]* and *[TSO name]* on *[date to be inserted]*

According to the provisions of BH Regulation, please note our nomination/re-nomination for gas week/day [ ]:

**Entry points – nomination/re-nomination**

Tag no.	MP* Code	MP* Name	NU counterpart (producer / supplier / Storage Operator)	Quantity MWh						
				WEDNESDAY dd/mm/yyyy	THURSDAY dd/mm/yyyy	FRIDAY dd/mm/yy yy	SATURDAY dd/mm/yyyy	SUNDAY dd/mm/yyyy	MONDAY dd/mm/yyyy	TUESDAY dd/mm/yyyy
1.	[code]	[name]	[name]	[value]	[value]	[value]	[value]	[value]	[value]	[value]
				of which: [...] for backhaul	of which: [...] for backhaul	of which: [...] for backhaul	of which: [...] for backhaul	of which: [...] for backhaul	of which: [...] for backhaul	of which: [...] for backhaul

\*Physical entry point.

**Interconnection point – nomination**

Tag no.	IP code	IP name	NU counterpart of the interconnected system	Quantity MWh (direct flow)							Quantity MWh (backhaul)						
				WEDNESDAY dd/mm/yyyy	THURSDAY dd/mm/yyyy	FRIDAY dd/mm/yyyy	SATURDAY dd/mm/yyyy	SUNDAY dd/mm/yyyy	MONDAY dd/mm/yyyy	TUESDAY dd/mm/yyyy	WEDNESDAY dd/mm/yyyy	THURSDAY dd/mm/yyyy	FRIDAY dd/mm/yyyy	SATURDAY dd/mm/yyyy	SUNDAY dd/mm/yyyy	MONDAY dd/mm/yyyy	TUESDAY dd/mm/yyyy
1.	[code]	[name]	[name]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	[value]	

Interconnection point – re-nomination

Tag no.	IP code	IP name	NU counterpart of the interconnected system	Gas day		Quantity MWh (direct flow)	Hourly quantity MWh (backhaul)
				dd/mm/yyyy			
				from	to		
				06:00	07:00		
				07:00	08:00		
				08:00	09:00		
				09:00	10:00		
				10:00	11:00		
				11:00	12:00		
				12:00	13:00		
				13:00	14:00		
				14:00	15:00		
				15:00	16:00		
				16:00	17:00		
				17:00	18:00		
				18:00	19:00		
				19:00	20:00		
				20:00	21:00		
				21:00	22:00		
				22:00	23:00		
				23:00	00:00		
				00:00	01:00		
				01:00	02:00		
				02:00	03:00		
				03:00	04:00		
				04:00	05:00		
				05:00	06:00		

The gross calorific powers considered while preparing the nomination/re-nomination are the ones available on the TSO's website at the moment the relevant request is drawn up; gross calorific powers calculated and published based on the Regulation for metering gas quantities traded in Romania.

We hereby confirm that this is the only nomination/re-nomination for gas week/day [\*] and we reserve the right to re-nominate according to the Network Code.

We hereby confirm that this is the only re-nomination for gas week/day [\*].

We hereby confirm that  the nomination/ re-nomination is in compliance with the contractual obligations based on our own client portfolio.

We are waiting forward to your approval of the above-mentioned values.

Network User  
Authorized Representative  
.....

Date: .....  
Signature: .....

**Application for BH Capacity transfer**

I, the undersigned [NU name and identification data], party to BH Agreement no. [ ] entered into by [NU name] and [TSO name] on [date to be inserted], as transferor NU, and

I, the undersigned [NU name and identification data], party to BH Agreement no. [ ] entered into by [NU name] and [TSO name] on [date to be inserted], as transferee NU,

hereby request the following BH Capacity to be transferred from transferor NU to transferee NU starting with [date to be inserted].

**Interconnection points**

Tag no.	IP code	IP name	Counterparts of the interconnected system	BH Capacity
				MWh/zi
1.	[code]	[name]	[name]	[value]

Consequently, please note that the BH Capacity of the NU transferring based on the Network Code shall change accordingly, thus becoming [... MWh].

This BH Capacity transfer application is justified by the following: [reasons to be inserted]

Transferor NU  
Authorized Representative  
.....

Date: .....  
Signature: .....

Transferee NU  
Authorized Representative  
.....

Signature: .....