

**DECISION No. 460/20.04.2006**  
**approving the Framework-Contract on delivery of gas transmission services**  
**with booking of capacity through the National Transmission System**

Taking into account the provisions of Law No. 210/2005 approving Government Ordinance No. 20/2005 amending Government Ordinance No. 92/2003 concerning the Fiscal Code,

On the basis of provisions of art. 8, let. m), and art. 10 par. (4) and (5) of Gas Law No. 351/2004 with subsequent amendments,

**the president of the National Regulatory Authority in Natural Gas Sector** issues the present decision.

Art. 1. – The framework-contract is approved on delivery of gas transmission services with booking of capacity through the National Transmission System. It is included in the Annex which is an inherent part of the present decision.

Art. 2. – At the entry into force of the present decision, Decision No. 888/2004 of the president of the National Regulatory Authority in the Natural Gas Sector approving the gas transmission framework-contract, published in Romania's Official Journal, part I, No. 588 of 1 July 2004, with subsequent amendments is repealed.

Art. 3. – Specialised departments within the National Regulatory Authority in the Natural Gas Sector, as well as parties in gas transmission contracts have the obligation to enforce the provisions of the present decision.

Art. 4. – The present decision will be published in Romania's Official Journal, Part I, and will become effective as of 1 July 2006.

**President of the National Regulatory Authority in natural Gas Sector,**  
**Stefan Cosmeanu**

**FRAMEWORK-CONTRACT**  
**on delivery of gas transmission services with booking of capacity through the**  
**National Transmission System**  
**No. .... of year .....month ..... day .....**

**I. Contracting parties:**

Commercial Company ....., with headquarters in ....., street..... No. ...., county/sector ....., postal code ....., telephone....., fax ....., unique registration code ....., fiscal attribute....., No. in the Trade Registration Office, with account No....., opened at ....., legally represented by....., as provider of gas transmission services, holder of gas transmission license, hereinafter referred to as *transmission system operator*, on one hand,  
and

Commercial Company ....., with headquarters in ....., street..... No. ...., county/sector ....., postal code ....., telephone....., fax ....., unique registration code ....., fiscal attribute....., No. in the Trade Registration Office, with account No....., opened at ....., legally represented by....., as beneficiary of transmission services, hereinafter referred to as *transmission system user*, on the other hand, agreed to sign the present contract.

**II. Terms and related elements**

Art. 1. – Terms used in the present contract are defined in Annex No. 1, as well as in the other regulations in force.

Art. 2. – (1) The following are legally part of the present contract:

a) Regulation concerning the programming, functioning and dispatching of the national gas transmission system, approved by Decision No. 52/2001 of the president of the National Regulatory Authority in Natural gas Sector, hereinafter referred to as *RPF* of *NTS*;

b) Technical Agreement concerning the exploitation of points of gas commercial inlet/outlet, approved by Decision No. 260/2001 of the president of the National Regulatory Authority in Natural Gas Sector, hereinafter referred to as *Technical Agreement*;

c) Regulation on management of contractual congestions occurring in the National Gas Transmission System, approved by Decision No. 757/2005 of the president of the National Regulatory Authority in Natural Gas Sector, hereinafter referred to as the *Regulation*.

### **III. Subject matter of the contract**

Art. 3. - (1) The subject matter of the present contract is the delivery of transmission services, representing all activities and operations performed by the transmission system operator for or in relation to transmission capacity booking and transport through the National Gas Transmission System, hereinafter referred to as *NTS*, of determined amounts of gas over the period the present contract is valid.

(2) The booking of capacity in *NTS* is done for the whole period the present contract is valid. Booked transmission capacity amounts to ..... thousand cm for each hour of present contract's validity period; in case the transmission system user is a supplier, booked transmission capacity shall be split for each point of commercial inlet/outlet at the exit from *NTS* and for each customer thereof.

(3) Booked transmission capacity is established upon transmission system user's request in concert with transmission system operator, under the terms stipulated in the Regulation.

(4) The capacity booked under par. (2) will be contracted in the following order of priority:

a) from the capacity kept available by the transmission system operator, according to art. 6 par. (1) of the Regulation;

b) from the capacity obtained by one of the congestion management mechanisms provided for in the Regulation;

c) from the capacity which was not contracted, nor kept available under the terms stipulated at let. a), provided that *NTS* is maintained whilst observing the conditions referring to security and safety in exploitation.

(5) Gas transport is performed from the points of commercial inlet/outlet at the entry into *NTS* to the points of commercial inlet/outlet at the exit from *NTS*, under the terms stipulated in the present contract. The transport program is established by mutual consent, upon transmission system user's request, observing the RPF of *NTS* and is provided for Annex No. 2.

### **IV. Contract duration**

Art. 4. – (1) The present contract is signed for a gas year, between 1 July ... – 30 June ... .

(2) By way of derogation from par. (1), the contract may be signed for a determined period, within the period stipulated in par. (1), in case of a justified request for signing the contract, in accordance with the Regulation.

### **V. Commercial inlet/outlet of gas; gas measuring**

Art. 5. - (1) Transmission system operator will take the gas in the points of commercial inlet/outlet at the entry into *NTS*, provided they meet at least the quality requirements stipulated in the Technical Agreement, as well as the provisions of Annex No. 2.

(2) The amount of gas taken by transmission system operator under the terms of par.(1) will be delivered to transmission system user or a third party designated by

transmission system user, in the points of commercial inlet/outlet at the exit from NTS, whilst meeting at least the quality requirements stipulated in the Technical Agreement, as well as the provisions of Annex No. 2.

Art. 6. – (1) The quality of gas will be monthly certified, based on the chromatographical analysis and on the determination of Dew point in the points of commercial inlet/outlet at the entry and exit respectively from NTS. The chromatographical analysis bulletin will explicitly state the inferior or superior calorific power, expressed in kWh. Upon justified request of one of the parties, analysis will be carried out as many times necessary in compliance with the Technical Agreement.

(2) Transmission system user will make available, free of charge, to transmission system operator the analysis bulletins referred to in par. (1) for the points of commercial inlet/outlet at the entry into NTS.

(3) Transmission system operator will make available, free of charge, to transmission system user the analysis bulletins referred to in par. (1) for the points of commercial inlet/outlet at the exit from NTS.

Art. 7. – The measuring of gas amounts is performed on a continuous basis in the points of commercial inlet/outlet, with the support of meters/measuring systems and equipments which meet the requirements stipulated in the metrological regulations and standards in force. The measuring of gas amounts in the points of commercial inlet/outlet is performed according to the Technical Agreement.

Art. 8. - (1) Transmission system operator and transmission system user write in the minutes concluded for a 10-day period or on monthly basis the amounts of gas delivered/taken, in accordance with the Technical Agreement. The final minute shall be concluded at the latest in the 5<sup>th</sup> calendar day from the end of the delivery month.

(2) Parties may dispute the amounts of gas delivered/taken in NTS, in which case the Technical Agreement is to be applied.

## **VI. Transmission tariff; payment methods and terms**

Art. 9. –Transmission system user will pay the transmission system operator the value of transmission services provided, calculated on the basis of the transmission tariff provided for in Annex No. 3, established according to the legislation in force.

Art. 10. - (1) Monthly billing of the value of gas transmission services is performed on the basis of the capacity booked in NTS, the number of hours of each month and the amounts of gas delivered/taken by the transmission system operator, written in the minutes drafted in the points of commercial inlet/outlet, as well as, if appropriate, other payment obligations arising from the contract.

(2) The payment method, as well as the appointment of the banks approved for carrying out the banking operations are established by mutual consent, in compliance with the legislation in force.

(3) The payment of the value of gas transmission services shall be made within 15 calendar days from the issue of the bill by the transmission system operator. In case the due payment date is a non-working day, the deadline is met the next working day.

(4) The payment obligation is considered fulfilled on the date the money enters the transmission system operator's account.

## **VII. Rights and obligations of the transmission system operator**

Art. 11. – The transmission system operator has the following rights:

- a) to cash the value of gas transmission services provided;
- b) to limit/interrupt the delivery of gas transmission services by prior notification, in compliance with the contract, in case of non-fulfilment of payment obligations on due deadlines and under due terms;
- c) to limit the inlet/outlet of gas at the level of booked transmission capacity, in case that, with no approval from transmission system operator, gas amounts to be delivered in/taken from NTS require a bigger capacity than the capacity booked under contract;
- d) to limit or interrupt the transport of gas by prior notification, according to RPF of NTS, with a view to remedying the failures in the transmission system. The transport of gas will be resumed as soon as causes of failure are removed;
- e) to initiate the amending of the present contract in case the circumstances under which the contract was signed have changed;
- f) to turn to mandatory transfer of capacity in compliance with the Regulation, by accordingly unilaterally amending the present contract;
- g) to refuse to approve the transfer of capacity in compliance with the Regulation;
- h) to stop the delivery of transmission services in case the transmission system user does not comply to the provisions of the Regulation referring to the development of the present contract;
- i) to refuse to provide transmission services in case the transmission system user refuses to take over the booked capacity related to another, customer corresponding to the capacity not taken;
- j) to unilaterally amend the present contract in compliance with the Regulation;
- k) to refuse to taken over in the NTS the gas that does not meet at least the quality requirements stipulated in the Technical Agreement;
- l) to refuse to change, upon transmission system user's request, the transmission programme or to execute technical manoeuvres allowing for compensation of gas amounts, if these impede on the operating of the NTS whilst observing the conditions referring to balance and safety.

Art. 12. – The transmission system operator has the following obligations:

- a) to bill on monthly basis the system user for the value of transmission services provided;
- b) to allow the access to NTS of transmission system user or a third party designated by the transmission system user to the points of commercial inlet/outlet stipulated in the contract, in compliance with RPF of SNT and the Technical Agreement;

c) to keep at the disposal of transmission system user the capacity booked at the level stipulated in the contract;

d) to take over at the points of commercial inlet/outlet at the entry into NTS the gas amounts under quality and pressure conditions specified in the contract, to transport and deliver them to transmission system user or a third party designated by the transmission system user in the points of commercial inlet/outlet at the exit from NTS, under quality and pressure conditions specified in the contract;

e) to write down in the minutes concluded on a 10-day period/monthly basis, as per art. 8 par. (1) of the present contract, the amounts of gas taken by NTS user or a third party designated by NTS user, in the points of commercial inlet/outlet at the entry into from NTS, including a splitting of the gas amounts into points of commercial inlet/outlet at the exit from NTS. In case in the points of commercial inlet/outlet at the entry into NTS the measuring is common for several users, a single minute will be concluded mentioning total amount taken, split on each user;

f) to write down in the minutes concluded on a 10-day period/monthly basis, as per art. 8 par. (1) of the present contract, the amounts of gas delivered to transmission system operator or to a third party designated by the transmission operator in the points of commercial inlet/outlet at the exit from NTS, including a splitting of gas amounts into points of commercial inlet/outlet at the exit from NTS. In case in the point of commercial inlet/outlet at the exit from NTS the measuring is common for several users, a single minute will be concluded mentioning total amount delivered, split on each user;

g) to notify the transmission system user about possible failures in the transport of gas in the situations mentioned in art. 11, let. b) and d);

h) to resume the delivery of gas transmission services, in compliance with RPF of NTS, within 48 hours from payment at the latest in case the interruption of delivery of transmission services was done under art. 11, let. b);

i) to take over the risks relating to input into, transport through and offtake from NTS of gas, except the contractual risks arising from the obligation stipulated at let. d) concerning gas quality conditions. In the latter case the transmission system operator's contractual obligation is undertaken as of 1 July 2007;

j) to secure the adequate functioning of measuring systems and equipment in the points of commercial inlet/outlet, in accordance with the Technical Agreement;

k) to supply according to the transmission programme the amounts of gas in the points of commercial inlet/outlet at the exit from NST, except the cases mentioned at art. 11, let. b) and d);

l) to notify the transmission system user about any change in the circumstances underlying the conclusion of the present contract, in compliance with RPF of NTS;

m) to take over the booked capacity which transmission system user voluntarily returned, except when there is a request for that capacity, according to the provisions of the Regulation;

n) to notify the transmission system operator about the reasons for limiting or interrupting the delivery of gas transmission services in compliance with RPF of NTS.

## **VIII. Rights and obligations of transmission system user**

Art. 13. – The transmission system user has the following obligations:

- a) to have access to NTS, in the points of commercial inlet/outlet mentioned in the contract, in compliance with RPF of SNT and Technical Agreement;
- b) to request the transmission system operator to execute technical manoeuvres allowing for the compensation of gas amounts by offtake from other points of commercial inlet/outlet at the entry into NTS, in case in a certain point of commercial inlet/outlet the conditions relating to offtake decay;
- c) to request the transmission system operator to return to the technological parameters stipulated in the contract, in case the conditions relating to gas input into the points of commercial inlet/outlet at the exit from NTS change;
- d) to request the transmission system operator to amend the present contract in case the circumstances underlying the conclusion of the contract change;
- e) to request the transmission system operator to totally or partially take over booked capacity, in accordance with the Regulation. The voluntary return of capacity may be requested exclusively for the period between the date the request becomes effective and the date the contract ends;
- f) to totally or partially transfer booked capacity, with the consent of the transmission system operator, in compliance with the Regulation;
- g) to request and receive from transmission system operator the amounts of money mentioned in art. 22 par. (1) of the present contract.

Art. 14. – The transmission system user has the following obligations:

- a) to pay fully and in due time the bills issued by transmission system operator, representing the value of transmission services provided, as well as, if appropriate, other payment obligations arising from performing the present contract;
- b) to secure amounts of gas meeting at least the quality conditions stipulated in the Technical Agreement, in the points of commercial inlet/outlet at the entry into NTS stipulated in the present contract within the confines of the booked capacity, according to the transmission programme included in Annex No. 2;
- c) to notify the transmission system operator about the amount of gas for each point of commercial inlet/outlet at the exit from SNT, according to the present contract;
- d) to take over the amount of gas mentioned in the contract, transported to the points of commercial inlet/outlet at the exit from NTS;
- e) to write down in the minutes concluded on a 10-day period/monthly as per art. 8 par. (1) of the present contract, the amounts of gas delivered directly or by way of the designated third party to transmission system operator in the points of commercial inlet/outlet at the entry into NTS, including the splitting into points of commercial inlet/outlet of gas at the exit from NTS. In case at the point of commercial inlet/outlet at the entry into NTS the measuring is common for several users, a single minute will be concluded mentioning total amount taken, split on each user;
- f) to write down in the minutes concluded as per art. 8 par. (1) of the present contract on a 10-day period/monthly basis in the points of commercial inlet/outlet at the exit from SNT, the amounts of gas taken from transmission system operator directly or by way of the designated third party. In case in the point of commercial inlet/outlet at the

exit from NTS the measuring is common to several users, a single minute will be concluded mentioning total amount delivered, split on each user;

g) to notify the transmission system operator about any change in the circumstances underlying the conclusion of the present contract, in accordance with RPF D of NTS;

h) to notify the transmission system operator about the appointment of the third party designated to ensure/take the amount of gas according to the transmission programme;

i) to unconditionally accept the mix of gas delivered in the points of commercial inlet/outlet at the entry into NTS, provided the transmission system operator fulfils at least the quality conditions stipulated in the Technical Approval.

## **IX. Guarantees**

Art. 15. - (1) When signing the present contract parties may present to each other one or several guarantee instruments for their own agreed obligations.

(2) The guarantee referred to in par. (1) aims at fulfilling parties' contractual obligations against unforeseen future events that may put the transmission system operator/transmission system user in the position to be unable to meet its contractual obligations.

(3) The guarantee instruments referred to in par. (1) are established under equivalent terms.

## **X. Change in the transmission programme**

Art. 16. - (1) Transmission system user may request the transmission system operator to change the programme provided in Annex No. 2. Transmission system operator shall be notified about the change in the transmission programme under the terms stipulated in RPF D of NTS.

(2) Parties will agree on the changes within 3 working days from the request.

(3) In case the transmission system operator does not submit the observations by the deadline stipulated in par. (2), the transmission programme notified by the transmission system user is assumed as accepted.

(4) In case the transmission system operator notifies about its refusal of changing the transmission programme, the refusal shall be motivated within the timeframe stipulated in par. (2). In case the refusal is not motivated, the transmission programme as notified by transmission system user is assumed as accepted.

Art. 17. - (1) Transmission system operator may request the transmission system user to change the transmission programme stipulated in annex No. 2. The notification about the change in the transmission programme is sent to the transmission system user under the terms stipulated in RPF D of NTS.

(2) Parties will agree on the changes within 3 working days from the request.

(3) In case the transmission system user does not submit the observations by the deadline stipulated in par. (2), the transmission programme notified by the transmission system operator is assumed as accepted.

(4) In case the transmission system user notifies about its refusal of changing the transmission programme, the refusal shall be motivated within the timeframe stipulated in par. (2). In case the refusal is not motivated, the transmission programme as notified by the transmission system operator is assumed as accepted.

Art. 18. – In case parties do not agree on the changes requested as per art. 16 and 17, they will proceed with observing the programme stipulated in annex No. 2.

Art. 19. – (1) Transmission system user may exceed by 5% at the most the capacity booked. For the month during which booked capacity was exceeded by 5% at the most, the transmission system operator will charge the transmission system user for an amount corresponding to the increased capacity.

(2) Any exceeding of the booked capacity over the limit mentioned in par. (1), may be done only with prior approval of transmission system operator in relation with the technological regime allowed for pipes.

Art. 20. – Parties are bound to notify at least 3 working days in advance about the situations that may lead to a temporary interruption or a limiting of gas offtake, transport or input, including in case of performing periodical maintenance or repair activities.

## **XI. Confidentiality clause**

Art. 21. - (1) Parties are bound to keep while the present contract is valid the confidentiality of data, documents and information obtained under the contract.

(2) The following data, documents and information are exempted from the provisions of par. (1):

- a) those for whose disclosure there is a written approval of the other contracting party;
- b) those which are of public nature at the time of the disclosure;
- c) those requested by competent state institutions on the basis of a legal notification obligation.
- d) those considered as non-confidential according to the legislation in force.

## **II. Contractual liability**

Art. 22. – (1) The transmission system user is entitled to request and receive:

a) an amount of money calculated by multiplying the difference between the input and offtake of transmission system user, by the price of imported gas the National Regulatory Authority in the Natural Gas Sector took into account when evaluating the fixed unitary amount of money for gas purchase over that period – in case the amount of gas delivered to transmission system operator in the point of commercial inlet/outlet at the entry into NTS is not entirely supplied to transmission system user in the point of commercial inlet/outlet at the exit from NTS;

b) as of 1 July 2007, an amount representing 0.1% of the value of gas delivered at the exit from NTS and whose quality conditions are below those stipulated in the Technical Agreement as stated by the chromatographical analysis bulletins drawn out as

per art. 6 par. (1) of the present contract, calculated by multiplying the amount of gas written down in the minute concluded in the point of commercial inlet/outlet at the exit from NTS, corresponding to the quality measuring period, by the unitary fixed amount covering gas purchase cost as evaluated by the National Regulatory Authority in the Natural Gas Sector for that period;

c) an amount equal to the value of the component of transmission capacity booking, increased by 100%, applied to the difference between capacity booked under contract and capacity actually secured by transmission system operator for that month - in case during the month of delivery, the transmission system operator does not keep at the disposal of transmission system user the capacity the latter booked.

(2) In case the amount stipulated in par. (1) does not fully cover the damage caused, the transmission system user is entitled to supplementary request and receive reparations until the prejudice caused is fully covered, in case the transmission system operator does not meet by guilt the obligation relating to the delivery of gas transmission services, as well as other obligations stipulated in the present contract.

Art. 23. - (1) Non-fulfilment of the obligation relating to payment of the value of gas transmission services stipulated in art. 10 par. (3), leads to:

a) charge of a share of delay increases calculated to non-paid value, equal to the delay increases owed for non-payment in due time of budgetary obligations for each day of delay starting with the 16<sup>th</sup> calendar day from issue of the bill until the bill is fully paid, including the payment day, in case of non-fulfilment of payment obligation within the reprieve stipulated in Law No. 469/2002 with subsequent amendments concerning certain measures for improving contractual discipline;

b) limitation of the delivery of gas transmission services starting with the 26<sup>th</sup> day from the issue of the bill, with a 5-day notice, in case of non-fulfilment of payment obligation;

c) interruption of the delivery of gas transmission services with a 5-day notice starting with the next day after expiration of the reprieve stipulated in Law No. 469/2002 with subsequent amendments concerning certain measures for improving contractual discipline.

(2) In case the due date or the next day after expiration of reprieve is non-working day, the deadlines stipulated in par. (1) is correspondingly postponed.

Art. 24. - (1) In case booked capacity is exceeded over the limit mentioned in art. 19 par. (1) of the present contract, the transmission system user will owe the transmission system operator the value of the transmission capacity booking component, increased by 100%, applied to the exceeding of booked capacity as compared to transmission capacity booked under contract for that month.

(2) In case the transmission system user, upon transmission system operator's request, does not voluntarily give/turn to the facility of transfer of booked and unused capacity and it is proceeded with mandatory transfer of capacity, the transmission system user is bound to pay 5% of transferred capacity for the period spanning from the date of mandatory capacity transfer until the date of end of contract.

(3) In case as of 1 July 2007, during the delivery month, the transmission system user does not observe the gas quality conditions in the points of commercial inlet/outlet at the exit from NTS, at least at the level stipulated in the present contract and in the

Technical Agreement, the transmission system operator is entitled to request and receive an amount of money representing 0.1% of the value of the gas delivered at the entry into NTS and which are below the quality requirements stipulated in the Technical Agreement, as the chromatographical analysis bulletins performed as per art. 6 par. (1) of the present contract show. The value of gas is calculated by multiplying the amount of gas written down in the minute concluded in the point of commercial inlet/outlet at the entry into NTS corresponding to the period of quality requirements non-fulfilment by the unitary fixed amount covering gas purchase costs that the National Regulatory Authority in the Natural Gas Sector assessed for that period.

(4) In case the amount referred to in par. (1) – (3) does not fully cover the damage caused, the transmission system operator is entitled to complementarily request and receive reparations until the damage caused is fully covered, in case transmission system user does not meet by guilt these obligation, as well as any other obligations established as per the present contract.

Art.25. – For contractual obligations other than those stipulated at art. 23 and 24, the transmission system user will pay the transmission system operator reparations, according to the regulations in force.

## **XII. End of contract**

Art. 26. - (1) The present contract ends:

- a) at the end of the contract validity period;
- b) by mutual consent;
- c) by unilateral denunciation;
- d) by law under the terms stipulated at art. 30 par. (4) of the present contract;
- e) in case transmission system operator takes over the whole booked capacity;
- f) in case transmission system operator fully leases booked capacity;
- g) in case of mandatory transfer of total booked capacity under the terms stipulated in the Regulation.

(2) Parties are entitled to proceed with the unilateral denunciation of the contract in the following cases:

- a) non-fulfilment by one of the parties of contractual obligations arising from the present contract;
- b) initiation of bankruptcy procedures for one of the parties;
- c) if within 30 calendar days at the latest from justified notification of the intention to amend the contract with respect to key contractual obligations, parties do not agree on the amendment;
- d) change of own field of activity which may lead to cancelling of transmission system operator/user quality.

Art. 27. – The intention to unilaterally renounce the contract shall be notified to the other side within 60 calendar days from the date the following are due: unfulfilled obligation/initiation of bankruptcy procedure / expiration of the deadline stipulated at art. 26 par. (2), let. c) / change in its own field of activity as per art. 26 par. (2), let. d).

Art. 28. – End of present contract’s validity has no impact on contractual obligations arising from performing the contract until it ends.

### **XIII. Notifications**

Art. 29. - (1) Parties are compelled during the performance of the contract to notify each other, at the headquarters mentioned in the introductory section of the present contract, about any change in the circumstances underlying its signing.

(2) Notification deadline is 5 calendar days at the latest from the day the circumstances changed, unless the present contract provides otherwise.

(3) Notification methods are established by contracting parties by mutual consent.

### **XIV. Force majeure**

Art. 30. - (1) *Force majeure* covers a totally unpredictable and insurmountable future event that exonerates of any responsibility the party claiming the force majeure.

(2) The party claiming the force majeure is compelled to notify the other side within 48 hours from the start of the event and to issue documents in proof within 10 calendar days from the end of the event. Also, the party involved is bound to take possible measures in order to limit the consequences of such an event.

(3) Force majeure will be acknowledged by Romania’s Chamber for Trade and Industry.

(4) In case force majeure does not end in 60 calendar days, parties are entitled to request lawful end of contract, with no party claiming reparations.

### **XV. Applicable legislation; dispute settlement**

Art. 31. – The present contract falls under Romanian legislation in force.

Art. 32. - (1) Parties agree on amiable settlement of all disputes over contract validity or contract interpretation, performance or end.

(2) Otherwise, disputes will be turned over for settlement to competent legal courts or will be arbitrated.

### **XVI. Lease**

Art. 33. - (1) None of the parties will not be able to totally or partially give up or transfer in any way its related rights/obligations arising from the present contract unless it gets the written approval of the other side, except for those arising from capacity booking. In the latter case, the leasing is possible exclusively under the terms stipulated in the Regulation.

(2) Notification of the intention to lease is sent to the other contracting party at least 10 calendar days prior to the day of transfer.

(3) Notified party is bound to give justified reply within 3 calendar days at the latest from the day the notification was registered.

(4) In case the notified party does not give any reply or, as the case may be, gives an unjustified reply within the timeframe mentioned at par. (3), the leasing is assumed accepted.

**XVII. Other clauses**

**Art. 34** - .....

.....

**XVIII. Final clauses**

Art. 35. – In case of a change in the legal form/legal reorganisation, parties commit themselves to inform in .... calendar days at the latest about the way mutual contractual obligations were met.

Art. 36. – The provisions of the Commercial Code, Civil Code and of the Regulation, as well as of the other regulations in force add to the provisions of the present contract.

Art. 37. – Present contract may be amended or completed with specific provisions upon agreement between parties, as long as changes are complying to the obligations of parties as license holders/eligible customer and to the provisions of the present framework-contract, as well as of the other regulations in force.

Art. 38. - Annex No. 1 - "Definition of certain terms", annex No. 2 - "Transmission programme" and annex No. 3 - "Tariff for the delivery of gas transmission services with capacity booking through NTS" are inherent parts of the present contract.

Art. 39. – The present contract was signed today,....., in two copies equally authentic or bearing the same legal value, one for each side.

Transmission system operator  
*Legal representative,*

.....

Approved  
Legal Office

Transmission system user  
*Legal representative,*

Approved  
Legal Office

## **DEFINITION OF CERTAIN TERMS**

- *ANRGN* – autonomous public institution with legal personality, placed under the coordination of the prime-minister, independent in terms of decisions making. ANRGN draws up, implements and monitors the observance of nationally-wide binding regulations, needed for the functioning of the gas sector and market whilst observing the principles relating to efficiency, security, competition, transparency, non-discriminatory treatment of participants in the gas market and consumer and environmental protection;

- *Contracted amount* – amount of gas set in the contract, expressed in cm, under standard conditions;

- *Hourly/daily/monthly contracted amount* – amount of gas set in the contract expressed in cm, under standard conditions, with reference to each hour/day/month of contract period;

- *Operational capacity* – transmission capacity of NTS, underlying the tariff for delivery of transmission services, applicable during transmission contract validity period;

- *Booked capacity* – capacity transmission system operator commits to make available to transmission system user any time during contract validity period and which is established on the basis of gas hourly maximum amount approved for transmission and expressed in thousand cm per hour, under reference conditions, according to the legislation in force;

- *Change in circumstances* – change in technical, commercial, economical-financial and legal conditions underlying the signing of the contract;

- *Damage* – direct or indirect patrimony related damages caused by non-fulfilment by guilt of contractual obligations;

- *Point of commercial gas inlet/outlet* – all installations ensuring gas measuring in the point where gas pass from propriety/custody of supplier/transmission system operator to distribution/storage operator or consumer;

- *Solicitor* – Romanian or legal foreign person expressing its intention to sign gas transmission contract;

- *Transmission tariff* – tariff for the delivery by the transmission system operator of gas transmission services;

- *Third party* – Romanian legal person, holder of gas supply license, as well as of propriety right over certain determined amounts of gas destined to transmission system user from the gas transmission contract;

- *Transmission system user* – Romanian legal person, holder of supply license / distribution license / storage license, eligible customer, as well as foreign legal person which has the right of access to NTS.

**TRANSMISSION PROGRAMME**

No.	Delivery month (month/quarter/year)	Month of Inlet/outlet at the entry into NTS	Minimum/Maximum pressure (bar)	Suppliers	Amount (thousand cm)	Hourly flow (cm/h)	Points of inlet/outlet at the exit from NTS	Minimum/Maximum pressure (bar)	Amount (thousand cm)	Hourly flow (cm/h)	Obs						
0	1	2	3	4	5	6	7	8	9	10	11						
1	January	"X"		"A"			"a1"										
							"a2"										
							....										
							"an"										
				<b>Total "A"</b>													
				.....													
							"N"				"n1"						
											"n2"						
											..						
											"nn"						
				<b>Total "N"</b>													
				<b>Total "X"</b>													
		.....															
		"Z"				"A"			"a1"								
									"a2"								
									....								
									"an"								
						<b>Total "A"</b>											
						.....											
									"M"				"m1"				
													"m2"				
													.....				
													"mn"				
						<b>Total "M"</b>											
<b>Total "Z"</b>																	
*	Total January	-	-	-	-	-											

ANNEX No. 3  
to the Framework-contract

**TARIFF**  
**for providing gas transmission services with booking of capacity through NTS**