

Use of Service Connection Contract (Gas)

by and between

**Infraserv GmbH & Co. Höchst KG
Grids
Industriepark Höchst
65926 Frankfurt am Main
Germany**

DVGW Code Number: 9870117500008

(hereinafter **System Operator**)

and

[Name/Company Name of Service User, Address]

(hereinafter **Service User**)

(collectively also **Parties**)

§ 1

Subject Matter of the Contract

- (1) This contract governs the use of the service connection(s) by the Service User for the purpose of taking natural gas service from the System Operator's closed distribution system as defined in EnWG § 110 and the rights and obligations associated therewith.
- (2) Separate agreements must be made for the following:
 - a) Service connection
 - b) Use of the system
 - c) Natural gas supply
- (3) The service connection or the individual service connections are described in **Appendix 1**.

§ 2

Requirements for Use of Service Connection, Service Connection Capacity, Backup Supplier

- (1) The use of the service connection(s) is subject to the following conditions:
 - a) System access is contractually ensured by a use of system contract,
 - b) All of the Service User's consumption can be reliably assigned via defined metering points to a balancing group specified by the system user, and
 - c) The used service connection is connected to the distribution system under an existing Service Connection Contract.
- (2) The connection capacity to be maintained at the service connection under the agreement between the System Operator and the Service Customer applies to the Service User.
- (3) The Service User may designate a backup supplier to the System Operator. If the Service User's supplier fails to perform, the backup supplier will be used as stipulated in GTC subsection 10.

§ 3

Contract Term, Termination, Notification of Change of Ownership

- (1) This Contract commences on and is concluded for an indefinite period of time.

- (2) This Use of Service Connection Contract supersedes any and all previous use of service connection contracts with respect to the described service connection(s).
- (3) The Contract may be terminated by both Parties as of the end of a month on three months' notice. If the notice of termination is given by the System Operator, the System Operator will give the Service User – generally with the notice of termination, but no later than two months prior to the effective termination date – the option of concluding a new use of service connection contract at reasonable terms so that a new contract can be concluded before the end of the current contract.
- (4) Either Party may terminate the Contract without notice if the other Party repeatedly violates material contractual obligations. German Civil Code (BGB) § 314 remains unaffected.
- (5) Notice of termination must be given in written form.

§ 4

Modifications of the Contract or these Terms

- (1) The provisions of this Use of Service Connection Contract including its Appendices and GTC are based on the technical, legal and energy industry conditions in effect at the time that the Contract is concluded, including the German Energy Industry Act (EnWG), the German Metering Access Regulation (MessZV), supreme court decisions and relevant enforceable decisions by the regulatory authorities and – at least as a guiding principle – the Low-Pressure Connection Regulation (NDAV). The contractual quid pro quo can be disturbed significantly after the formation of the Contract by unforeseeable changes (e.g. by changes in the law if their specific provisions could not yet be foreseen, for example, in the period between the conclusion of the formal legislative procedure and the law actually coming into force), that were not initiated and cannot be influenced by the System Operator. Likewise, an omission in the Contract that arises after the conclusion of the Contract may create significant barriers to enforcing the Contract (for example, if a court declares a clause to be ineffective), which can only be remedied by a modification or an amendment. In these cases, the System Operator shall modify and/or amend the Use of Service Connection Contract and the Appendices to the extent required to restore the contractual quid pro quo of performance and counter-performance and/or to correct omissions that may arise in order to maintain and implement the contractual relationship under reasonable terms (e.g. in the absence of legal transitional provisions).
- (2) Modifications pursuant to subsection 4.1 will only become effective if the System Operator notifies the Service User of the modification in writing making specific reference to the modifications no later than 6 weeks prior to the scheduled effective date of the modification. If the Service User does not agree to the announced modification, the Service User may object to the modification request in writing within 4 weeks of receiving the notification.

§ 5

Assignment of Contract

- (1) Either of the Parties may assign its rights and obligations hereunder in their entirety to a third party. The assignment is not effective until the other Party consents. Consent is deemed to be given if the other Party does not object in writing within eight weeks of the written notification of the assignment of the rights and obligations. The notification of the assignment of the rights and obligations will specifically notify the Party of this consequence.
- (2) The consent of the Service User is not required if the rights and obligations are assigned to a third party under EnWG unbundling requirements.

§ 6

General Provisions, Appendices

- (1) Unless otherwise stipulated in this Contract, the “General Terms and Conditions for the Service Connection and the Use of the Service Connection (Natural Gas) (GTC Connection)” attached hereto as **Appendix 2** and the Technical Connection Conditions of the System Operator (TCC, **Appendix 3**) apply.
- (2) **Appendices 1 to 3** constitute integral parts hereof.
- (3) The courts at the System Operator’s domicile have exclusive jurisdiction.
- (4) These terms and conditions of contract are final. No oral side agreements have been made.
- (5) If individual provisions of the Use of Service Connection Contract including the GTC or other Appendices are or become ineffective or unenforceable, this will not affect the validity of the remaining provisions of this Contract.

[Place], on [date]

Frankfurt am Main, on [date]

Service User

Infraserv GmbH & Co. Höchst KG

Grids

Appendices:

Appendix 1: Description of Service Connection(s)

Appendix 2: General Terms and Conditions for the Service Connection and the Use of the Service Connection (Natural Gas) (GTC Connection)

Appendix 3: Technical Connection Conditions (TCC)