

# 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 of Service Customer, Address]

(hereinafter **Service Customer**)

(collectively also **Parties**)

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## § 1

### Subject Matter of the Contract

- (1) This contract governs the technical connection of the Service Customer's natural gas system to the System Operator's closed distribution system as defined in EnWG § 110 (gas service connection) for the purpose of taking natural gas service and the rights and obligations associated therewith.
- (2) Separate agreements must be made for the following:
  - a) Use of the service connection
  - b) Use of the system
  - c) Natural gas supply
  - d) Operations and maintenance, where applicable
- (3) The service connection and property lines are described in **Appendix 1**.

## § 2

### Service Connection Costs, Special Services, Required Connection Capacity

- (1) The Service Customer must pay a charge to the System Operator for establishing or modifying the service connection (service connection costs).
- (2) Any special services ordered by the Service Customer must be paid for separately.
- (3) The capacity in kW that has to be maintained at the service connection (required connection capacity) is as described in **Appendix 1** for the relevant service connection.
- (4) The provisions concerning required connection capacity as defined in this Contract also apply to shared required connection capacity unless expressly stipulated otherwise. This also applies to the provisions of the GTC Connection (Natural Gas) (**Appendix 2**).

## § 3

### Contribution in Aid of Construction

- (1) The Service Customer must make a contribution in aid of construction for the service connection(s).

- (2) The contribution in aid of construction in the above paragraph refers to shared required connection capacity for multiple Service Customer service connections provided such an agreement has been made.
- (3) If the System Operator is no longer allowed or can no longer be reasonably expected to combine required connection capacities into a shared required connection capacity, the System Operator and the Service Customer shall by mutual agreement allocate the shared required connection capacity to the individual service connections so that the aggregate connection capacity of the individual service connections does not exceed the shared required connection capacity. If the new total connection capacity is higher than the shared required connection capacity, the System Operator may require an additional contribution in aid of construction within the meaning of GTC Connection (Natural Gas) subsection 2.3.

#### § 4

##### **Contract Term, Termination, Notification of Change of Ownership**

- (1) This Contract commences on                      and is concluded for an indefinite period of time.
- (2) This Service Connection Contract supersedes any and all previous service connection agreements with respect to the service connections described in **Appendix 1**.
- (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 shall give the Service Customer – generally with the notice of termination, but no later than two months prior to the effective termination date – the option of concluding a new 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) The right of the Service Customer and the right of a Service User who is not identical to the Service Customer to use the service connection(s) for taking gas service ceases on the date on which the termination of the Service Connection Contract takes effect.
- (6) Notice of termination must be given in written form.
- (7) If the Contract is terminated and not seamlessly replaced by a new contract with a new Service Customer, the Service Customer will bear the costs for disconnecting and, where applicable, removing the service connection(s) in accordance with § 1.6 of GTC Connection (Natural Gas) (**Appendix 2**).
- (8) The Service Customer must notify the System Operator immediately in text form of any changes in the ownership of the connected natural gas installation or parts thereof and the land on which

service connections and other installations of the System Operator are located, and provide the name of the new owner.

## § 5

### **Modifications of the Contract or these Terms**

- (1) The provisions of this 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), 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 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 5.1 will only become effective if the System Operator notifies the Service Customer 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 Customer does not agree to the announced modification, the Service Customer may object to the modification request in writing within 4 weeks of receiving the notification.

## § 6

### **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 Customer is not required if the rights and obligations are assigned to a third party under EnWG unbundling requirements.

**§ 7**

**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 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]

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Service Customer

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Infraserv GmbH & Co. Höchst KG  
Grids

**Appendices:**

Appendix 1: Description of Service Connection(s) and Property Lines

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)

**Appendix 4: Declaration of Consent by Landowner/Ground Lessee**