

Transport Agreement for Natural Gas

between

SWISSGAS
Swiss Company for Natural Gas Limited
P.O. Box 2127
Grütlistrasse 44
CH – 8027 Zurich
[SWISSGAS]

and

«Company»
«Address»
«Place»
«Country»

[Shipper]

Each individually hereinafter a Party and jointly the Parties.

1. GENERAL

The General Terms and Conditions for Transit Gas Transportation valid from April 1, 2014 form a binding part of this agreement. This Transport Agreement has precedence over the General Terms and Conditions.

This Transport Agreement supersedes all prior agreements, negotiations, correspondence, undertakings and communications, oral or written, with respect to such subject matter.

2. REPRESENTATIONS

SWISSGAS represents and warrants to the Shipper that it has all necessary approvals and the legal as well as factual capacity to perform the obligations under this Agreement, in particular the obligation to perform the transportation services.

The Shipper represents and warrants to SWISSGAS that it will obtain transportation upstream of the Transitgas system directly or indirectly with the relevant operator and will also conclude a legally valid and binding customer agreement or agreements downstream of the Transitgas system prior to start of the transportation services stipulated in this Agreement.

3. TRANSPORTATION SERVICE

SWISSGAS confirms its availability to perform the transportation service for the Shipper during the Transportation Period (Article 5) from the Delivery Point to the Re-Delivery Point, subject to the provisions set out here below.

4. CONTRACT CAPACITY

The Parties agree that the capacity for the transportation service for the Shipper from Delivery Point to the Re-Delivery Point is «*capacity*» kWh/h (in the following: the Contract Capacity). Such Contract Capacity shall be made available by SWISSGAS against payment by the Shipper of the Transportation Charge under Article 9.

5. TRANSPORTATION PERIOD

SWISSGAS shall perform the transportation service from “*Month*” 1, 2014 (6:00 a.m.), until “*Month*” 1, 2014 or “*Month*” 1, 2015 (6:00 a.m.) or the respective Gas Year(s) will be applied.

6. DELIVERY POINT

The delivery point for the gas to be transported shall be [at the border between Germany and Switzerland at the connection with the TENP-pipeline, in the area of Wallbach], [at the border between France and Switzerland in the area of Oltingue].

7. REDELIVERY POINT

The redelivery point for the gas transported shall be at the border of Switzerland and Italy at the connection with the Snam Rete Gas Italia-pipeline, in the tunnel under the Griespass.

8. SPECIFICATIONS OF THE GAS

The specifications of the gas delivered at the delivery point and redelivered at the redelivery point shall comply with the quality and pressure specifications set out in General Terms & Conditions.

9. TRANSPORTATION CHARGE

For the transportation service set out in this Agreement, the Shipper shall pay to SWISSGAS, on a “ship or pay” basis, a Transportation Charge of CHF «*bid_WB1*» / «*bid_OL1*» per kWh/h for the Transportation Period in monthly equal installments (equal to CHF «*monthly_payment*») against invoice.

The transportation charge includes the fuel gas consumption for the operation of the compressor station at Ruswil, as well as metering differences and possible minor losses.

The imbalance correction will be invoiced once with the invoice for the Transportation Charge for the last month of the Transportation Period.

10. DOWN PAYMENT

As a condition precedent to this Agreement the Shipper shall pay to SWISSGAS a down payment of twice the monthly transportation charge of the winter months equal to CHF «*down_payment*» at the latest five working days after receiving the invoice for the down payment. If the Transportation Period is one month, the down payment is just one monthly transportation charge. For the Gas Year the down payment is three times the monthly transportation charge. The down payment does not bear interest and will be set off against the invoice for the last month of the Transportation Period. If the balance is in favour of the Shipper it shall be refunded to the Shipper latest by end of the month after the last month of the Transportation Period.

11. CONTACT INFORMATION

1. «Company»
«Address»
«Place»
«Country»

Dispatching
phone:
fax:
mobile:
e-mail

Office
«Tel»
«Fax»
«Mobile»
«email»

2. SWISSGAS
Grütlistrasse 44
8027 Zurich
Switzerland

Dispatching
phone: +41 (0)44 730 17 41
fax: +41 (0)44 730 14 57
e-mail dispatching@24-7.swissgas.ch

Office
+41 (0)44 288 34 00
+41 (0)44 288 34 50
transport@swissgas.ch

12. JURISDICTION AND GOVERNING LAW

This agreement shall be governed and construed in accordance with Swiss law.

All disputes arising out of or in connection with this agreement, including disputes on its conclusion, binding effect, amendment and termination shall be under the exclusive jurisdiction of the Commercial Court (Handelsgericht) of Canton Zurich.

Zurich,

SWISSGAS

Shipper

Enclosure: - General Terms and Conditions