

Capacity Order  
from  
the Shipper  
to  
Energinet

Agreement ID: \_\_\_\_\_

**CLAUSE PARAMOUNT**

**This agreement is subject to the Rules for Gas Transport applicable at any time.**

**1. Parties to the agreement****Energinet**

Name: Energinet GAS TSO A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

**The Shipper**

Name:

CVR no.:

GLN:

Contact person:

**2. Conclusion of Capacity Agreements**

Provided that Energinet offers Capacity by way of FCFS as described in RfG, the Shipper may conclude Capacity Agreement for such Capacity by using Energinet Online or this Capacity Order. This Capacity Order shall only be used in connection with the Manual Procedure for concluding Capacity Agreements, cf. clause 5.4 of RfG. The Manual Procedure must be used as default procedure if the Booking Procedure related to FCFS is not available.

The Shipper may use the Manual Procedure when concluding Capacity Agreements:

- a) if the Shipper has entered into a Shipper Framework Agreement and in pursuance hereof has registered an email address from which binding Capacity Orders can be sent. By registering such email address, the Shipper accepts that all Capacity Orders sent from that address are binding on the Shipper;
- b) if the Capacity Order is sent from the email address registered in the Shipper Framework Agreement to the email address provided by Energinet for receiving Capacity Orders;
- c) if the requested Capacity lies within the Shipper's Credit Limit and Energinet does not need any security;

- d) if the necessary Capacity is available and offered under the FCFS;
- e) if the Capacity Order does not imply the registration of new Shipper Codes or Player Relationships; and
- f) if the Capacity Order is for a Capacity Period commencing 2 Business Days after the date on which Energinet's Order Confirmation shall be available, cf. clause 5.4 of the RfG.

If the Shipper does not fulfil the above-mentioned conditions, the Capacity Order shall be regarded as refused.

On the basis of the Capacity situation according to current Capacity Agreements and Capacity Orders received, Energinet shall decide whether the Capacity is available. If the Capacity Order is received before 09:00 on a Business Day, it shall be processed before 17:00 2 Business Days later. If the Capacity Order is received on a day that is not a Business Day or later than at 09:00 on a Business Day, it shall be considered as having been received on the following Business Day.

In certain situations Energinet reserves the right to extend the time for processing Capacity Orders. In such case, the Shippers will be informed hereof by the email addresses stated in the Shipper Framework Agreements.

The Shipper is made especially aware of the provision in clause 5.4 of the RfG according to which Capacity Orders submitted and approved under the Booking Procedure shall have priority over Capacity Orders submitted under the Manual Procedure which are received but has not yet been processed by Energinet.

Capacity Orders submitted under the Manual Procedure are processed in the order in which they are received by email, telefax or letter. However, Capacity Orders received by telefax or letter are processed subsequent to Capacity Orders received by email or Capacity Orders approved by using the Booking Procedure.

### **3. Capacity Period**

1 [Gas Day]; [Month]; [Year] , 06:00 hours - 1 [Gas Day];[Month]; [Year], 06:00 Hours

#### 4. Capacity

This Capacity Agreement applies to: [insert x in one field]

##### Entry Point

- Nybro  
 Ellund  
 Dragør

##### Exit Zone

##### Exit Point

- Nybro  
 Ellund  
 Dragør

##### RES Entry Point

- (only Interruptible Capacity)

Maximum Hourly Capacity: \_\_\_\_\_ (kWh/Hour)

If the quantity of Firm Capacity ordered in this Capacity Order is not available, the following shall happen:

- this Capacity Order shall be annulled.  
 the requested Firm Capacity shall be reduced.  
 the requested Firm Capacity shall be reduced and the Shipper wants to receive Interruptible Level 1 Capacity only instead.  
 the requested Firm Capacity shall be reduced and the Shipper wants to receive Interruptible Level 1 Capacity and Interruptible Level 2 Capacity instead.

Please choose 1 option only.

#### 5. Tariffs

Capacity shall be paid for in accordance with clause 17 of RfG.

Energinet reserves the right to make any changes in the tariff provisions. Such reservation covers changes as a consequence of regulatory changes, including orders from the Danish Energy Regulatory Authority and Energinet's own general tariff changes. The Shipper shall be notified of such changes in writing as soon as possible, and the changes shall take effect from the date on which the regulatory change takes effect, including the date set for complying with the Danish Energy Regulatory Authority's order, or on the date of the general tariff change. Changes in the tariff provisions shall not entitle the Shipper to renegotiation of the Agreement or parts thereof.