

Biomethane Seller Framework Agreement  
between the Biomethane Seller and  
Energinet

Agreement ID:

## **CLAUSE PARAMOUNT**

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

### **1. Parties to the agreement**

This Biomethane Seller Framework Agreement has been entered into between:

#### **Energinet**

Name: Energinet Gas TSO A/S

Address: Tonne Kjærsvej

Postal code and city: DK-7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

#### **the Biomethane Seller**

Name:

Address:

Postal code and city:

CVR no.:

GLN:

### **2. Purpose and scope**

All Players in the Danish Gas System shall be registered in the Register of Players i.a. in order to provide an effective basis for changing Biomethane Seller.

This Biomethane Seller Framework Agreement and clause 4 of Rules for Gas Transport form the basis of the Biomethane Seller's registration in the Register of Players. Updating of the Biomethane Sellers own Master Data and Player Relationships in the Register of Players is made through Energinet Online.

RfG constitutes the general contractual basis for access to the Danish Gas System and shall apply to the Biomethane Seller. In connection with the conclusion of this Biomethane Seller Framework Agreement, the Biomethane Seller has received a copy of the current version of RfG.

In order to act as Biomethane Seller, the Biomethane Seller shall also enter into a Biomethane Seller Agreement with the relevant owner of the Network Area.

### **3. Definitions**

Unless otherwise expressly stated, terms defined in RfG shall also apply to this Biomethane Seller Framework Agreement.

### **4. Register of Players**

Upon conclusion of the Biomethane Seller Framework Agreement, the Biomethane Seller shall be registered in the Register of Players with his Master Data and status information. The Register of Players (including Master Data and status information) and the Biomethane Seller's obligations in this respect are described in detail in RfG. The Biomethane Seller may request that he be registered as one or more Biomethane Sellers with different GLN's.

The Biomethane Seller shall remain registered in the Register of Players until his Framework Agreements have expired and the rights and obligations under RfG have been exercised and fulfilled, respectively.

### **5. Player Relationships**

The Biomethane Seller shall inform Energinet of any changes in his Player Relationships, cf. clause 4 of RfG.

### **6. Change of Biomethane Seller**

The Biomethane Seller shall comply with the rules for change of Biomethane Seller given in Rules for Biomethane.

### **7. Assignment**

The Biomethane Seller's rights and obligations under this Biomethane Seller Framework Agreement shall not be assigned to a third party without the relevant Distribution Companies' and Energinet's prior written consent.

Energinet may assign its rights and obligations under this Biomethane Seller Framework Agreement to a third party to which, with the permission of the relevant Minister, Energinet's concession is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

### **8. Term of agreement**

This Biomethane Seller Framework Agreement shall enter into effect on the date on which it is signed and shall remain in force until terminated either in full or in part in pursuance of:

- a) clause 9 of this Biomethane Seller Framework Agreement: Termination;

- b) clause 10 of this Biomethane Seller Framework Agreement: Breach;
- c) clause 11 of this Biomethane Seller Framework Agreement: Liability and Extended Force Majeure;

## **9. Termination**

The Biomethane Seller may terminate the Biomethane Seller Framework Agreement with a notice of at least three Months to expire at the first day of a Month.

## **10. Breach**

In the event of a material breach of the Biomethane Seller Framework Agreement, Energinet shall be entitled to terminate the Biomethane Seller Framework Agreement in its entirety without notice after which the Biomethane Seller shall be denied registration in and access to the Register of Players, with the consequence that the Biomethane Seller can no longer act as such in the Danish Gas System.

Material breach includes, but is not limited to:

- a) repeated failure by the Biomethane Seller to update Player Relationships in the Register of Players punctually, cf. clause 4 of Rules for Gas Transport.

In the event of the Biomethane Seller Framework Agreement being terminated Energinet shall record in the Register of Players that the Biomethane Seller is no longer a party to a Biomethane Seller Framework Agreement or a Biomethane Seller Agreement and shall inform the relevant owner of the Network Area accordingly. Therefore, the Biomethane Seller's requests for change of Biomethane Seller shall be refused by the owner of Network Area affected.

## **11. Liability and extended Force Majeure**

Unless Energinet has acted wilfully or grossly negligent, it cannot be held liable for damages for errors in information entered into the Register of Players, lack of access to the Register of Players, failure to update the Register of Players, failure to make backups of the Register of Players or faults in computer systems for the operation of the Register of Players.

The rules on Force Majeure included in Rules for Gas Transport shall also apply to the Biomethane Seller Framework Agreement for both the Biomethane Seller and Energinet. If the Biomethane Seller Framework Agreement is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of RfG shall apply.

**12. Changes**

The Biomethane Seller shall accept such regular changes to the Biomethane Seller Framework Agreement as are necessary in order for the Biomethane Seller Framework Agreement to always be in conformity with the version of the Biomethane Seller Framework Agreement applying at any time, which is included as an appendix to RfG. In the event of changes, Energinet shall give at least one Month's notice to the first Day of a Month, with the changes becoming effective after the expiry of the said period of notice.

**13. Applicable law and venue**

The venue and applicable law given in RfG applicable at any time shall apply to the Biomethane Seller Framework Agreement.

Date:

Date:

Place:

Place:

\_\_\_\_\_  
Energinet\_\_\_\_\_  
Biomethane Seller