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| Appendix 4 |

Direct consumer framework agreement

between the Direct Consumer and Energinet

Agreement ID:

**CLAUSE PARAMOUNT**

**This agreement is subject to the version of the “General Terms and Conditions for Gas Transport” applicable at any time.**

# Parties to the agreement

This “Direct Consumer Framework Agreement” has been entered between:

**Energinet**

Name: Energinet Systemansvar A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK – 7000 Fredericia

VAT no.: 39 31 49 59

and

**The Direct Consumer**

Name:

Address:

Postal code and city:

VAT no.: 39 31 49 59

# Purpose and scope

All Players in the Danish Gas System shall be registered with Energinet i.e. in order to provide an effective basis for changing Shipper and establish communication between the Players.

This “Direct Consumer Framework Agreement” and clause 4 of “General Terms and Conditions for Gas Transport” form the basis of the Direct Consumer's registration. Updating of the Direct Consumers own Master Data and Player Relationships is made through Energinet Online.

“General Terms and Conditions for Gas Transport” constitute the general contractual basis for access to the Danish Gas System and shall apply to the Direct Consumer. In connection with the conclusion of this “Direct Consumer Framework Agreement”, the Direct Consumer has received a copy of the current version of “General Terms and Conditions for Gas Transport”.

# Definitions

Unless otherwise explicitly stated, terms defined in the “General Terms and Conditions for Gas Transport” also apply to this “Direct Consumer Framework Agreement”.

# Player Relations

Upon conclusion of the “Gas Supplier Framework Agreement”, the Direct Consumer shall be registered as a player through Energinet, with his Master Data and status information. The Direct Consumers obligations in this respect are described in detail in “General Terms and Conditions for Gas Transport”, including the types of information about the Direct Consumer available to Other Players. The Direct Consumer may request that he be registered as one or more Direct Consumers with different GLN's.

The Direct Consumer shall inform Energinet of any changes in his Player Relationships, cf. clause 4 of “General Terms and Conditions for Gas Transport”. The Direct Consumer shall remain registered with Energinet until his/their “Framework Agreements” have expired and the rights and obligations under the “Gas Supplier Agreements” have been fulfilled.

# Direct Sites

The Direct Consumer shall inform Energinet of each of the Direct Consumer's Direct Sites by filling in appendix A to this “Direct Consumer Framework Agreement”.

# Credit approval

In order to act as a Direct Consumer to a Direct Site the Direct Consumer must be credit ap- proved by Energinet.

In order to gain credit approval, the Direct Consumer shall comply with the conditions for credit approval given in clause 19 of “General Terms and Conditions for Gas Transport”, including any furnishing of security.

On the basis of the “General Terms and Conditions for Gas Transport”, the Direct Consumer's Credit Limit is set at DKK [ ]. If the same natural or legal person has entered into several “Direct Consumer Framework Agreements”, the Credit Limit shall apply to all of the Direct Consumer's “Direct Consumer Framework Agreements” collectively.

# Assignment

The Direct Consumer's rights and obligations under this “Direct Consumer Framework Agreement” shall not be assigned to a third party without Energinet's prior written consent.

Energinet may assign its rights and obligations under this “Direct Consumer 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”.

# Term of Agreement

This “Direct Consumer 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:

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| a) | Clause 9 | Termination; |
| b) | Clause 10 | Breach; |
| c) | Clause 11 | Liability and Extended Force Majeure. |
| d) | Clause 19.2.3 b)[[1]](#footnote-1) | Failure to provide security |

# Termination

The Direct Consumer may terminate the “Direct Consumer Framework Agreement” with a notice of at least one Month to expire at the end of a Month. The “Direct Consumer Framework Agreement” shall always be terminated to the first Gas Day of a Month and always provided that all outstanding payments and obligations remain in force until satisfied in full, including the 2nd Correction Invoice, see clause 18.3 of “General Terms and Conditions for Gas Transport”.

# Breach

In the event of a material breach of the “Direct Consumer Framework Agreement”, Energinet shall be entitled to terminate the “Direct Consumer Framework Agreement” in its entirety without notice after which the Direct Consumer shall be denied, with the consequence that the Direct Consumer can no longer act as such in the Danish Gas System.

Failure to pay any outstanding Emergency Commodity Charges and lack of or insufficient documentation for a credit approval and/or security under the “Direct Consumer Framework Agreement” shall be regarded as material breach and may lead to termination.

In the event of the “Direct Consumer Framework Agreement” being terminated Energinet shall record that the Direct Consumer is no longer a party to a “Direct Consumer Framework Agreement”.

# Liability and Extended Force Majeure

Unless Energinet has acted willfully 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 “General Terms and Conditions for Gas Transport” shall also apply to the “Direct Consumer Framework Agreement” for both the Direct Consumer and Energinet. If the “Direct Consumer Framework Agreement” is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of “General Terms and Conditions for Gas Transport” shall apply.

# Changes

The Direct Consumer shall accept such regular changes to the “Direct Consumer Framework Agreement” as are necessary in order for the “Direct Consumer Framework Agreement” to always be in conformity with the version of the “Direct Consumer Framework Agreement” applying at any time, which is included as an appendix to the “General Terms and Conditions for Gas Transport”. 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.

# Applicable law and venue

The venue and applicable law given in the “General Terms and Conditions for Gas Transport” applicable at any time shall apply to the “Direct Consumer Framework Agreement”.

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| Energinet |  |  | Direct Consumer | |  |

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| Appendix A |

Direct consumer framework agreement

Information about the Direct Consumer’s Direct Sites

Under the terms and conditions of the Direct Consumer Framework Agreement, the Direct Consumer hereby informs Energinet of its Direct Sites:

Name of Direct Site:

Address:

Postal code and city:

GSRN no.:

Contact Person:

Email:

Mobile phone:

Name of Direct Site:

Address:

Postal code and city:

GSRN no.:

Contact Person:

Email:

Mobile phone:

Name of Direct Site:

Address:

Postal code and city:

GSRN no.:

Contact Person:

Email:

Mobile phone:

**Signature**

Date:

Place:

The direct Consumer:

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1. General Terms and Conditions for Gas Transport [↑](#footnote-ref-1)