|  |
| --- |
| Appendix 11 |

Renewable energy seller framework agreement

between the Renewable Energy Seller 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 “Renewable Energy Seller 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 Shipper**

Name:

Address:

Postal code and city:

VAT no.: 39 31 49 59

Clauses 4 and 5 of this “Shipper Framework Agreement” have been entered by Energinet on behalf of all the Distribution Companies and Energinet itself.

# Purpose and scope

All Players in the Danish Gas System shall be registered with Energinet i.a. in order to provide an effective basis for changing Renewable Energy Seller.

This “Renewable Energy Seller Framework Agreement” and clause 4 of “General Terms and Conditions for Gas Transport” form the basis of the Renewable Energy Seller’s registration. Updating of Master Data and Player Relations is made through Energinet Online.

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

In order to act as a Renewable Energy Seller, the Renewable Energy Seller shall also enter into a “Renewable Energy Seller Agreement” with the relevant Distribution Companies.

# Definitions

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

# Player Relations

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

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

# Change of Renewable Energy Seller

The Renewable Energy Seller shall comply with the rules for change of Renewable Energy Seller given in the “Renewable Energy Seller Agreement” and the EdiDKgas Implementation Guide.

# Assignment

The Renewable Energy Seller's rights and obligations under the “Renewable Energy Seller Framework Agreement” may not be assigned to a third party without the relevant Distribution Companies' and Energinet's prior written consent hereto.

Energinet may assign its rights and obligations under this “Renewable Energy 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.

# Term of Agreement

 This “Renewable Energy 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 8 | Termination; |
| b) | Clause 9 | Breach; |
| c) | Clause 10 | Liability and Extended Force Majeure |

# Termination

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

# Breach

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

Material breach includes, but is not limited to:

1. repeated failure by the Renewable Energy Seller to update Player Relationships, cf. clause 4 of “General Terms and Conditions for Gas Transport”;

In the event of the “Renewable Energy Seller Framework Agreement” being terminated Energinet shall record that the Renewable Energy Seller is no longer a party to a “Renewable Energy Seller Framework Agreement” or a “Renewable Energy Seller Agreement” and shall inform the relevant owner of the Network Area accordingly. Therefore, the Renewable Energy Seller's requests for change of Renewable Energy Seller shall be refused by the Distribution Companies affected.

# Liability and extended Force Majeure

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

The rules on Force Majeure included in the “General Terms and Conditions for Gas Transport” shall also apply to the “Renewable Energy Seller Framework Agreement” for both the Renewable Energy Seller and Energinet. If the “Renewable Energy Seller Framework Agreement” is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of the “General Terms and Conditions for Gas Transport” shall apply.

# Changes

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date:  |  |  | Date: |  |  |
| Place: |  |  | Place: |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Energinet |  |  | Renewable Energy Seller |  |