

# **General term and conditions of participation and access to capacity in the binding phase of capacity allocation corresponding to incremental capacity on the German side of the border between Poland TGPS (Transit Gas Pipeline System) and Germany (Trading Hub Europe)**

**(hereinafter the 'INC GT&C')**

## **I. GENERAL PROVISIONS**

1. This INC GT&C regulates the general terms and conditions that the Shipper (Shipper) must accept in order to gain access to capacity corresponding to incremental capacity planned to be made available by GASCADE GmbH (hereinafter: "GASCADE") acting as the operator of the German transmission at the Mallnow interconnection point under the incremental capacity project implemented in accordance with Chapter V of Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 (hereinafter the "Project").
2. Transmission services for the capacity allocated and bundled with the incremental capacity under the Project will be provided in accordance with the transmission contract of the transmission system operator relevant for the Mallnow interconnection point, this INC GT&C, as well as in accordance with the applicable at any given time General Terms and Conditions of the transmission contract (GT&C), Transmission Network Code (TNC), and the Tariff of this operator.
3. By submitting an offer in the auction for capacity corresponding to incremental capacity planned to be offered by GASCADE (hereinafter the "Auction"), the Shipper accepts without reservation the conditions set out in this INC GT&C.
4. GAZ-SYSTEM shall not be liable for the Shipper's lost profits or any special, indirect and/or consequential damage arising from delays in implementing the Project and/or making the incremental capacity available to bundle with capacity offered by GAZ-SYSTEM under the Project being a result of circumstances: (i) for which GASCADE or acting in its behalf entities is/are liable, (ii) caused by force majeure.
5. This INC GT&C was prepared in Polish and English language versions. In the event of a discrepancy between the Polish and English language versions of this INC GT&C, the Polish version shall prevail.

## **II. BINDING PHASE OF BUNDLED CAPACITY ALLOCATION CORRESPONDING TO PLANNED TO BE MADE AVAILABLE INCREMENTAL CAPACITY**

1. In the binding phase of capacity allocation under the Project, GAZ-SYSTEM and GASCADE shall make available bundled capacity for the interconnection point Mallnow, in the flow direction from Poland to Germany and in the form of fifteen (15) yearly incremental capacity products, covering fifteen (15) gas years, from 1 October 2027 06:00 a.m. to 1 October 2042, 06:00 a.m.
2. During the binding phase of bundled capacity allocation under the Project, each yearly product shall be made available through one, separate capacity Auction for capacity at the level of 22 262 400 kWh/h.
3. Capacity allocation to Shipper that acquired the capacity in the Auction shall be done subject to point I. 4 above.

## **III. TERMS OF PARTICIPATION IN AN AUCTION**

1. GAZ-SYSTEM and GASCADE shall conduct the binding phase of capacity allocation corresponding to incremental capacity planned to be made available under the Project, on the RBP Platform, in accordance



with the terms and conditions for using the platform binding on the day of conducting the Auction, and with the TNC.

2. The following is required in order to participate in the Auction:
  - a) entering into a transmission contract with GAZ-SYSTEM in accordance with the provisions of the TNC,
  - b) submitting a power of attorney for the persons authorized to participate in the Auction to GAZ-SYSTEM, unless the Shipper has already presented such power of attorney,
  - c) successful from GAZ-SYSTEM's perspective registration on the RBP Platform,

no later than one week before the Auction starts.

3. The capacity corresponding to incremental capacity planned to be made available under the Project will be allocated as bundled capacity. In order to participate in the Auction, the Shipper must also meet the participation conditions defined by GASCADE.
4. Transmission services in respect of the capacity allocated in the Auction shall be provided in accordance with the concluded transmission contract (including GT&C) and its appendices, referred to in point III. 2. a) above, as well as in compliance with the TNC and the Tariff, as binding at each such time, bearing in mind provision of point 1.2 above. Following to the capacity allocation as a result of the Auction, this INC GT&C shall constitute an appendix to the transmission contract concluded between GAZ-SYSTEM and the Shipper, regulating the detailed rules for the provision of transmission services by GAZ-SYSTEM to the relevant Shipper in respect of the capacity corresponding to incremental capacity planned to be made available allocated to that Shipper in the Auction.