



1 Scope and applicability

- 1.1 As a transmission system operator / control area manager, Austrian Power Grid AG (hereinafter referred to as "**APG**") is obliged, within the scope of its possibilities, to eliminate any congestion that has occurred using the measures provided for in § 140 (5) EIWG (Electricity Act, *Elektrizitätswirtschaftsgesetz* – "**EIWG**")¹. In its 2025 system analysis pursuant to § 23a (2) EIWOG 2010, APG has identified a network reserve demand for the period from October 2026 to September 2027. In order to cover the network reserve demand, it is necessary – in accordance with §§ 140 (4) in conjunction with 143 to 146 EIWG in the version amended by the Network Reserve Ordinance (*Netzreserve-Verordnung*; hereinafter referred to as "**Ordinance**")² – to conclude network reserve contracts pursuant to § 6 (1) number 116 EIWG regarding the provision of additional generation capacity or reduced consumption capacity to eliminate congestion (network reserve pursuant to § 6 (1) number 115 EIWG).
- 1.2 References to provisions of the EIWG refer to the version amended by the Ordinance.
- 1.3 These General Terms and Conditions for Network Reserve ("**General Terms and Conditions**") shall apply to all contractual relationships pursuant to § 144 (7) EIWG between APG and providers for the provision of network reserve facilities for congestion management (*Engpassmanagement*; hereinafter referred to as "**EPM**") activations. Amendments and/or supplements and/or other deviations from the General Terms and Conditions and/or from the contractual bases referred to in chapter 1.4 are irrelevant and not legally effective.
- 1.4 The contractual basis shall be in the following order:
 1. Network reserve contract concluded on the basis of these General Terms and Conditions
 2. Tender documents
 3. Call for tenders
 4. Offer
 5. Call for expressions of interest (including the Forms)
 6. Expression of interest
 7. Contract for congestion management

If individual provisions of the aforementioned contractual bases should compete with each other or contradict each other, the provision from the contractual basis which has been agreed with priority in accordance with the above-mentioned order shall apply in each case.

2 Definitions

In addition to the definitions in section § 6 EIWG, the following definitions shall apply:

(a) EPM Activation:

A temporary request directed at a power generation plant, storage or consumption unit to adjust the active power feed-in or active power demand to a specific level in order to resolve congestion (redispatch).

(b) Provider:

Operators, or aggregators, who have concluded a contract with APG for the provision of network reserve.

(c) Operator:

Natural or legal person who operates a network reserve unit.

(d) Capacity provision

Maintaining a condition of a network reserve unit by the operator that enables an EPM activation.

¹ Federal Law Governing the Electricity Industry, Federal Law Gazette Nr 91/2025, as amended.

² Ordinance of the Management Directors of E-Control on Notification Obligations, Tendering Procedure and Products of the Network Reserve, Federal Law Gazette Nr 35/2026, as amended.

**Appendix I: General Terms and Conditions for Network Reserve
2026/27
(AB Netzreserve)**



(e) Network reserve unit:

Generation plant, storage or consumption unit that is required, either independently or in aggregate, to maintain network reserve capacity for EPM activations with a maximum lead time of 10 hours.

(f) Network Reserve Capacity:

Increase of active power feed-in or reduction of active power demand of a network reserve unit that can be called up by the control area manager at the grid connection point and meets the technical requirements. The network reserve capacity is understood as net capacity and is specified in MW depending on the temperature for 20°C and 35°C.

(g) Network reserve subunit:

Subunit of a network reserve unit, i.e. individual unit (consumption unit, energy storage unit, or generation unit) of a pool or subunit of a power plant (e.g. unit, gas turbine).

(h) Unavailability:

A situation in which the network reserve unit is not available, in whole or in part, for the provision of network reserve capacity for EPM activations for a period of time (e.g. maintenance, maintenance/work on the connecting grid side, extension of maintenance periods).

(i) Planned unavailability:

Unavailability reported by the provider during the offer phase via the tender portal.

(j) Unplanned unavailability:

Unavailability that was not announced by the provider during the offer phase.

(k) Activation test:

EPM activation for the purpose of testing the network reserve unit's obligation for the capacity provision.

(l) Electricity markets:

The totality of markets and other distribution channels through which an operator can sell the capacity or energy of its units.

(m) Test run:

Activation by the operator for the purpose of testing the network reserve unit or for the fulfilment of legal requirements.

(n) Contract duration/Contract period:

The period for which the network reserve contract has been concluded.

(o) Offer duration:

The product period specified in the offer of the network reserve provider, for which the network contract will be concluded.

(p) Call Schedule

The EPM activation or the activation test of the network reserve unit is usually carried out with an ex-ante schedule.



3 Subject of the capacity provision

- 3.1 The provider is obliged to fulfil and comply with these General Terms and Conditions and the contractual bases specified in chapter 1.4 for the capacity provision of the network reserve unit for EPM activations during the contract duration.
- 3.2 Aggregators shall contractually ensure that the aggregated operators comply with the provisions of the network reserve contract concluded on the basis of these General Terms and Conditions relating to "operator" and "network reserve unit". The obligation of the operators shall be structured as a third-party beneficiary contract in favour of APG.
- 3.3 The operator shall coordinate with the respective connection grid operator to the best of his ability so that during the contract duration no planned shutdowns are carried out in the grid to which the network reserve unit is connected that would prevent or restrict an EPM activation. If such restrictions are unavoidable, the provisions in Chapter 13 (Unavailability) shall apply.
- 3.4 The operator is obliged to provide APG and, if the unit is connected to a distribution grid, the distribution grid operator at their request without delay with the information necessary to ensure that the transmission grids can be operated safely and reliably.
- 3.5 The operator shall, in particular when fulfilling its obligation for capacity provision:
 - (a) Deploy and continuously qualify the necessary staff;
 - (b) Establish and maintain contact points that can be reached by APG at any time and provide APG with the contact details prior to the start of the delivery period;
 - (c) Continuously observe and comply with all relevant legal requirements and official directives;
 - (d) to handle all material matters (in particular technical, operational, financial, tax, organisational and legal matters) with the care of an entrepreneur exercising above-average diligence; in particular ensure the necessary information technology equipment and connection of the network reserve unit and the balance group management in accordance with legal requirements, including the Electricity Market Code (*Sonstige Marktregeln*);
 - (e) Maintain its network reserve unit in accordance with the state of the art;
 - (f) Procure all fuel and auxiliary materials as well as emission allowances required for the provision of the network reserve capacity independently and in good time and use the necessary procurement, storage and contract management;
 - (g) Provide online metering data, power schedules and availability data in accordance with the Electricity Market Code (*Sonstige Marktregeln*). For consumers and aggregators, the corresponding application of the rules for schedules and availability data in the Electricity Market Code (*Sonstige Marktregeln*) will be defined in the congestion management contract to be concluded.
 - (h) Refrain from taking any measures in relation to the network reserve that do not serve the maintenance of the network reserve unit or are permitted in accordance with these General Terms and Conditions (e.g. test runs).

4 Relationship to Energy Markets

- 4.1 The plant operators shall provide the network reserve capacity exclusively upon request by APG. The marketing of the grid reserve facility on the electricity markets is, pursuant to Section 144(7) EIWG, strictly prohibited, except in the event of a suspension of the market prohibition pursuant to § 4(11) of the Ordinance and § 2(2) of the Ordinance, as well as in the cases set out in Chapters 4.2 and 4.3.
- 4.2 Market participation is only allowed by operators of consumption units in order to cover their consumption and operators of storage units in order to fill the storage. However, the contracted network reserve capacity for adjusting consumption for consumption units resp. for increasing infeed for storage units must be made available exclusively for congestion management for the contract duration.
- 4.3 Notwithstanding the market prohibition pursuant to Chapter 4.1, the marketing of test runs, ramps and drive-through requests is permitted. In the event of the marketing of electricity generated during test runs, any resulting profits or losses shall be offset against the remuneration pursuant to Chapter 7 in accordance with § 4 (9) of the Ordinance. Pursuant to



§ 4 (9) of the Ordinance, revenues from the marketing of ramps shall be taken into account when determining the remuneration received for the EPM activation.

- 4.4 APG shall be entitled to demand documents and evidence from the operator regarding compliance with the obligations pursuant to chapter 4.

5 EPM Activation

- 5.1 EPM activation shall be carried out in accordance with the applicable agreement on congestion management (see chapter 5.4). There is no entitlement of the operator or the aggregator to an EPM activation of the network reserve unit.
- 5.2 By concluding a network reserve contract pursuant to § 144 (7) EIWG, the existing agreements on congestion management are amended as follows:
- (a) With the exception of periods of planned unavailability, there is an obligation to carry out an EPM activation with the network reserve capacity at any time during the network reserve contract duration.
 - (b) An EPM activation of the network reserve units can be made at any time during the contract duration, with the exception of periods of unavailability, taking into account the lead times specified in chapter 3 of the tender documents resp. in the network reserve contract.
 - (c) For EPM activation, the contact data according to the existing congestion management agreements shall be used. Changes to the contact data must be announced by the operator or the aggregator without delay.
 - (d) The Call Schedule takes into account the specifications for adjusting the active power feed-in or active power demand of the network reserve unit. The requested energy is transferred to the EPM balance group of APG. The relevant rules of the schedule notification of the balance group contract apply. In the event of schedule discrepancies between APG's Call Schedule and the operator's confirmed schedule that could not be mutually clarified in good time, APG's Call Schedule shall apply (schedule priority rule).
 - (e) The offer of a concrete EPM activation may only include the concrete variable costs for the activation. It must not include any costs that are already covered by the capacity provision (e.g. staff costs, maintenance costs).
 - (f) Ramps are marketed by the operator. Drive-through requests will optionally be marketed via the EPM balance group of APG or via the operator (see in this context chapter 4.3).
 - (g) Instead or before an EPM request, an offer for a shortening of the lead time can also be requested. The operator will submit offers for shortened lead times according to ability and capability.
 - (h) EPM activations or activation tests shall be carried out electronically or by telephone, depending on the specifications of APG. If APG provides an electronic communication procedure for EPM activations or activation tests, the operator shall implement, test, keep operational and use this electronic communication procedure in accordance with APG's specifications. Upon APG's request, the operator shall provide evidence of correct implementation and operation. The electronic communication system must be implemented for all network reserve units within a reasonable period of time after announced by APG.
- 5.3 The operator is obliged to coordinate these changes/adjustments/notices regarding an EPM request of the network reserve unit with the EPM-processing office prior to the start of the contract duration, so that these changes can be applied in the event of an EPM activation.
- 5.4 The provider must conclude a congestion management contract pursuant to § 140 (1) number 1 EIWG (i.e., an agreement for EPM activation against compensation of economic disadvantages and costs) before the start of the contract duration,



provided that such an agreement does not yet exist. The existence of a valid congestion management agreement is a prerequisite for an EPM activation of the network reserve unit.

6 Activation tests and test runs

- 6.1 In the case of activation tests, the network reserve units must comply with the technical requirements and basic requirements pursuant to chapter 3 of the tender document and the specific requirements specified in the network reserve contract, whereby APG may waive individual requirements in whole or in part in the case of a test activation.
- 6.2 APG may request, without prior notice, (i) up to 5 activation tests for a network reserve contract of one year; (ii) up to 3 activation tests for a seasonal winter or summer contract; (iii) up to 2 activation tests for a monthly contract with the network reserve capacity.
- 6.3 The number of activation tests is reduced by one for each EPM activation; unless the network reserve unit has not provided the requested power at all, not completely or not on time.
- 6.4 Operators may carry out test runs of the network reserve unit if it is necessary for technical or legal reasons. The electrical energy generated during the test run shall be marketed by the operator. The time of the test run shall be coordinated with APG prior to the planned test and, in the case of network reserve units connected to the distribution grid, the distribution grid operator shall be notified in writing or electronically. APG may request that the test run be carried out at a different time if and to the extent that this is necessary for covering the network reserve need and is technically possible. The duration of a test run shall not exceed 12 hours. Test runs do not reduce the number of permitted activation tests pursuant to chapter 6.1.

7 Remuneration

- 7.1 The operator shall receive a fee in the amount of the offer value of the selected offer for the capacity provision. The use of the tolerance range pursuant to § 6 (1) number 134 EIWG shall lead to a proportionate reduction of the fee. In the event of a suspension of the market prohibition pursuant to § 4 (11) of the Ordinance, the final settlement of the fee shall be carried out in accordance with the reasonable economic disadvantages and costs determined by the Regulatory Authority.
- 7.2 In return, the operator is obliged to make the network reserve unit available exclusively for EPM activations by APG in accordance with chapter 4.
- 7.3 For the duration of unplanned unavailability, the provider shall not be entitled to any fee. The calculation shall be carried out on an hourly basis; partial hours shall be at the expense of the provider.
- 7.4 The settlement of EPM activations shall be carried out in accordance with the legal requirements and the agreement on congestion management.
- 7.5 If (i) E-Control by official decision, (ii) the European Commission by decision, or (iii) the ordinary courts should determine an inadmissible compensation pursuant to §§ 143 to 146 EIWG or Article 108 (3) TFEU, the respective providers are obliged to refund this inadmissible compensation including interest to APG without delay. In the cases described above, the interest calculation shall be based on the reference interest rate published by the European Commission in the Official Journal of the EU for the respective period in accordance with the specifications of Article 11 Regulation 794/2004 as amended. The interest calculation starts at the time of the (partial) payment of the fee pursuant to Chapter 7 to the provider and ends on the day on which the refund is received by APG.

8 Contractual penalties and reduction of remuneration

- 8.1 The provider must pay a contractual penalty if:
 - (a) the network reserve unit, in the event of an EPM activation or an activation test, fails to provide the network reserve capacity in full or on time due to at least slight negligence. The contractual penalty is calculated from the undelivered capacity in MW multiplied by the period in hours, VoLL in €/MWh, and a factor that is set in the contract based on the offer for provision of the network reserve. As a result of this equation and the factors defined in the network reserve contract, a contractual penalty in the amount of one monthly payment per day is incurred.



- (b) the provision of the full network reserve capacity is not possible due to an unplanned unavailability caused by at least slight negligence on the part of the provider. The contractual penalty is calculated from the undelivered capacity in MW multiplied by the period in hours, VoLL in €/MWh, and a factor that is set in the contract based on the offer for provision of the network reserve. As a result of this equation and the factors defined in the network reserve contract, a contractual penalty of twice the fee per time unit is incurred.
- 8.2 Lack of fault must be proven by the provider. Should (i) the disputed contractual penalty exceed EUR 100,000, or (ii) an unplanned unavailability lasts at least two days, the provider shall obtain an expert opinion for the purpose of providing evidence. In the case of very complex matters, APG reserves the right to insist on the provision of evidence by means of an expert opinion even below these thresholds. The provider shall propose three experts with whom the provider has no close relationship (e.g., regular commissioning, employee of the provider or an affiliated company) and who are technically qualified for assessing the situation. APG may choose from these three experts. In the event of an undisputed matter, APG may waive the provision of evidence by means of an expert opinion. The costs of the expert opinion shall be borne by the provider. If the contractual penalty is accepted by the provider, no expert opinion is necessary.
- 8.3 Irrespective of the procedure described in Section 8.2, the supplier has the right to seek legal remedy if APG withholds any potential contractual penalty in accordance with Section 9.4.
- 8.4 The imposition of a contractual penalty shall be independent of the actual occurrence of any damage. Any damage exceeding the contractual penalty may be asserted by APG.

9 Invoicing and payment

- 9.1 APG issues a monthly credit note for each provider for the network reserve fee. The credit note is determined for the period of one calendar month. The credit amount shall be offset against any contractual penalties in accordance with chapter 8.
- 9.2 Payments based on credits issued by APG are made on the last calendar day of the month following the billing period. In the event that the last day of the month is not a bank working day, payment will be made on the next working day. Payments are made subject to a correction in the event that there are subsequent complaints. The credits are sent exclusively by email.
- 9.3 The following data must be specified by the provider in the contact form (Appendix X):
- (a) Billing address
 - (b) VAT number (UID number)
 - (c) IBAN
 - (d) Email address for the transmission of the credit note resp. invoice
 - (e) Contact person for accounting (telephone number and email address)
- 9.4 In the event of unplanned unavailability, the maximum amount of a possible contractual penalty pursuant to chapter 8 shall be withheld by way of a reduction of the amount of the next credit note due pursuant to chapter 9.1 until the question of fault has been fully clarified. Should the provider provide evidence that the provider is not at fault, the amount of the contractual penalty shall be paid out with the next credit note pursuant to chapter 9.2. The provider cannot claim any interest for the period during which the amount is withheld in accordance with this provision.

10 Force Majeure

- 10.1 Contractual obligations shall be suspended if an event of force majeure (e.g., natural disasters, armed conflicts, epidemics, strikes) makes the fulfilment of contractual obligations impossible. If APG is temporarily unable to comply with the obligation to pay the fee pursuant to Chapter 7 due to an event of force majeure, this does not entitle the provider to suspend the availability obligation pursuant to Chapter 3. The burden of proof for the existence of an event of force majeure lies with the contracting party invoking such an event.
- 10.2 The contracting parties shall inform each other without delay about the existence of events of force majeure and about which contractual obligations cannot be complied with.



11 Duration of contract

11.1 The contract is concluded for the length of the offer duration.

11.2 The right of each contracting party to terminate the agreement prematurely for good cause with immediate effect remains unaffected. For APG, the following circumstances in particular constitute good cause entitling it to a premature termination of the agreement:

- (a) At the beginning of or during the contract duration, there is no valid agreement on congestion management in accordance with Chapter 5.4; or
- (b) Before or during the contract duration, the network reserve unit permanently loses its suitability to hold the network reserve capacity.

Insofar as the network reserve unit culpably and permanently loses its suitability for the provision of network reserve capacity, this shall in no case constitute good cause for the termination of the network reserve contract for good cause by the provider.

11.3 Operators of consumption units that, due to unforeseeable changes in the economic situation, are temporarily unable to maintain the required uninterrupted operation of the network reserve unit and thus lose their suitability for the provision of network reserve capacity, may mutually suspend the contractual obligations for the remaining contract duration upon provision of suitable evidence and confirmation of sufficient evidence by APG. During periods of suspension of the network reserve contract in which the consumption unit is in operation, it must remain available for EPM activations in accordance with the agreement on congestion management. In these cases, the specification from Chapter 5.2 (b) must also be complied with accordingly

12 Liability

Each contracting party shall be liable to the other contracting party in accordance with the general provisions of damages law.

13 Unavailability

13.1 Planned unavailability is exempt from the obligation to provide the network reserve capacity pursuant to Chapter 3. Provided that the actual unavailability matches the planned unavailability, no deduction of an aliquot share of the fee for the provision of capacity during the product period, nor the imposition of a contractual penalty pursuant to Chapter 8, is intended.

13.2 A shortening of a planned unavailability is possible at any time. The operators are obliged to limit the unavailability to a minimum during the contract duration. To the extent that an unavailability is not limited to the minimum, it shall be qualified as an unplanned unavailability for the duration of the unjustified extension.

13.3 Unplanned unavailability must be reported to APG by the operator without delay.

13.4 APG may request that planned and unplanned unavailability be carried out at a different time if this is necessary to cover the network reserve demand and is technically and legally possible. During a planned unavailability, no EPM activation pursuant to Chapter 5 shall take place. During an unplanned unavailability, no EPM activation pursuant to Chapter 5 shall take place, provided that the operator has informed APG of the unplanned unavailability pursuant to Chapter 13.3 prior to the activation. Costs occurring for moving planned unavailability within the required flexibility by the operator cannot be claimed from APG.

14 Data protection and confidentiality

The contracting parties shall treat any corporate, operational and/or personal data and results received in the course of the execution of the contract with particular care and confidentiality in accordance with the data protection regulations. Unless otherwise agreed, the contracting parties undertake to use data, documentations and other essential information received exclusively for the fulfilment of the contract, not to pass them on to third parties nor to make them accessible to third parties in any other form, and to take all reasonable precautions to avoid access by third parties to this information. These obligations shall also continue after the termination of the contractual relationship. This shall not apply to disclosure



to authorities and courts, including the Court of Auditors, in particular to E-Control due to legal obligations and for the cost calculation to E-Control.

15 Other provisions

- 15.1 The contract languages are German and English, whereby the submission of documents in either language is sufficient. In the event of contradictions between the German and English contractual basis, the German version shall prevail. Austrian law shall apply, excluding the reference norms of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 All amendments to the contract must be made in writing. Updates to contract details are exempt from this requirement.
- 15.3 Should individual provisions of these General Conditions, including their components and/or the contracts concluded on the basis of these General Conditions, including any supplements thereto, be and/or become legally ineffective and/or void, the validity of the legal relationship between APG and the operators as well as the remaining provisions of these General Conditions shall not be affected thereby. In this case, APG and the operators are rather obliged to replace the invalid and/or void provision(s) with (a) legally valid provision(s) of equivalent economic, legal, technical and organisational content, taking into account the applicable legal provisions and the applicable regulations in the version currently in force. The same applies to any gaps in these General Conditions that may occur later.
- 15.4 The contracting parties are entitled, with the written consent of the other contracting party, to bindingly transfer this contract with all rights and obligations in whole or in part to any legal successors. This consent may only be refused for good cause. The rights and obligations under the network reserve contract can only be transferred together with the right of use of the unit, including the land, as well as all permits and unit components required for the operation of the network reserve unit. In this regard, it must be ensured that the network reserve unit designated in the bid continues to be available for the network reserve to the contractually agreed extent. The transferring contracting party shall only be released from its obligations once it has transferred the obligations agreed in this contract in their entirety to its legal successor and the other contracting party has consented to this transfer. This provision also applies to cases of repeated legal succession.
- 15.5 The place of performance for all obligations of the operators arising from the legal relationships entered into on the basis of these General Conditions, of whatever kind, shall be the registered office of APG in Vienna, Austria.
- 15.6 The jurisdiction of the courts having subject-matter and local jurisdiction at the registered office of APG in Vienna, Austria, is agreed as the place of jurisdiction for any disputes between APG and the operator arising from the legal relationships of whatever kind entered into on the basis of these General Conditions, their conclusion and/or termination.
- 15.7 The contracting parties are committed to fair business practices and reject any form of corruption and bribery. Based on this shared understanding, the contracting parties undertake to strictly comply with their respective internal compliance regulations and the statutory anti-corruption provisions. Accordingly, the contracting parties pledge themselves and their employees – in connection with the conclusion of the contract, the contractual relationship and the fulfilment of the contract – in particular not to offer, promise or grant, nor to demand, be promised or accept any inadmissible advantages of any kind. The contracting parties expect that third parties, whom they use in the performance of this contract, will also behave accordingly and undertake to work towards their legally compliant behaviour.