

**Framework Agreement
for the
procurement of short-term energy deficits**

between

- hereinafter **Supplier** -

and

Austrian Power Grid AG

Wagramer Straße 19, IZD Tower

1220 Wien

FN 177696v

- hereinafter **APG** -

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Preamble

In the context of energy procurement and TSO-TSO compensation programs, APG shall undertake day-ahead procurement transactions, usually carried out by power exchanges.

1. Subject

This Agreement defines the procurement (purchasing and sale) of short-term needed energy amounts for grid losses or unintentional deviation in the case of no or not complete fulfilment of the relevant energy amounts on the Spot Market of the Austrian power exchange EXAA. For this purpose APG contacts all suppliers simultaneously per email and asks for offers. There is no obligation for suppliers to submit an offer.

2. Description

- (1) As soon as APG realises a nonfulfillment of energy amounts respectively a short-term energy demand, APG calculates the required amounts (delivery to the particular balance group of APG) respectively the alienating amounts (acquisition from the particular balance group of APG) and generates a list. The listed amounts have to be sold respectively bought on an hourly basis. The amounts are declared in MW and rounded to one (1) decimal place.
- (2) APG sends an email, referring to this Agreement, with the list pursuant to clause 2(1) to each supplier and asks for offers until a defined time (offer period). If necessary, APG contacts each supplier additionally by telephone.
- (3) Supplier has to submit an offer for the whole required respectively alienating amounts defined in the list pursuant to clause 2(1). It is not allowed to submit offers for subsets.
- (4) After the expiry of the offer period, APG duly evaluates all submitted offers. The cheapest offer will get the award. If the prices of two (2) bids are equal, the earlier timestamp is relevant for the award.
- (5) At the latest fifteen (15) minutes after the expiry of the offer period, APG will inform each supplier about successful awarding respectively to be not awarded. APG has the right to award none of the submitted offers.
- (6) In case of an award, the necessary schedules will be exchanged with the relevant supplier.

3. Price conditions

- (1) Supplier has to submit an offer which consists of an all-inclusive trading fee in €/MWh. This trading fee will be added to the particular basis price pursuant to clause 3(2) respectively to clause 3(3) in the case of acquisition from respectively delivery to the particular balance group of APG.
- (2) If the information about the award is sent to the suppliers until 11:30 am at latest, it is assumed that the relevant amounts can be procured on the Spot Market of the French power exchange EPEX Spot. In this case the basis price is the Day-ahead price for the appropriate hour of the EPEX Spot Spot Market in €/MWh for the market area Germany/Austria (Phelix).
- (3) If the information about the award is sent to the suppliers after 11:30 am, it is assumed that the relevant amounts cannot be reliably procured on the Spot Market of the power exchange EPEX Spot. In this case the basis price is the "Weight. Avg." price for the appropriate hour of the EPEX Spot Intraday Market in €/MWh for the market area Germany/Austria. The calculated prices will be commercially rounded to two (2) decimal places. The relevant amounts will be commercially rounded to whole MWh.

4. (Special) Balance groups

- (1) The delivery respectively the acquisition of energy can be carried out to respectively from the following balance groups:
 - a. Special balance group "Grid Losses": 14XAPG-SBG-LOSS3
 - b. Balance group "Unintentional Deviation": 14X-APG-UA-----8
- (2) APG will announce the relevant balance group and EIC-Code together with the request for offers.

5. Information requirements

Supplier and APG have to specify at least one (1) contact person (Appendix 2) which shall be contacted in case of requests relating to the procurement of short-term energy deficits.

6. Term and Termination

- (1) This Agreement shall enter into force on the date of its (last) signature and is concluded for an indefinite period of time.

- (2) Each party may terminate this Agreement by giving at least one (1) month prior written notice by registered letter with acknowledgement of receipt by the end of each calendar month. Notwithstanding the termination of this Agreement, its provisions shall remain applicable to all individual contracts concluded by award.

7. Invoicing and Payment

- (1) Invoicing period is one (1) calendar month.
- (2) Invoices and credit notes are issued in EURO.
- (3) Supplier settles an invoice respectively a credit note to APG and sends it to the contact point defined in Appendix 2. Additional costs, because of a distance between the place of preparation and the place of fulfilment, shall be borne by Supplier.
- (4) Basis for the invoicing/credit notes are the amounts according to clause 2 and the price according to clause 3.
- (5) In case of invoices and credit notes during an invoicing period, APG will accumulate the sums.
- (6) Payment will be settled by APG on or before the later of the twentieth (20th) day of a calendar month or -if not a business day- the immediately following business day or the fifth (5th) business day following receipt of an invoice. Invoice/credit amount shall be transferred to the bank accounts specified in Appendix 2.
- (7) In case of delayed payment the parties are entitled to charge interest for each day of the delay. The interest rate is the 1-month-EURIBOR, published on maturity day at 11:00 am plus 3 % p.a.

8. Liability

The parties shall be liable only in case of gross negligence and wilful default, with the exception of damage to persons.

The liability of each party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, shall not include any indirect, incidental or consequential damages (including damages for loss of business and profits or third party damages).

9. Data protection

- (1) Each party shall process and, if applicable, storage all data arising from or in connection with this Agreement in compliance with the relevant data protection provisions.
- (2) Supplier agrees to a data exchange between APG and the relevant balance group and other concerned system operators, if such a data exchange is necessary for the procurement of short-term energy deficits and its respective invoicing.

10. Legal succession

The parties shall not assign any rights or delegate any obligations created by this Agreement without the prior written consent of the other party; such consent shall not to be unreasonably withheld.

11. Severability clause

In case any provision in or obligation under this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired by this. Invalid, illegal or unenforceable provisions shall be replaced by valid, legal and enforceable provisions, so as to effect the original intent of the parties as close as possible.

12. Amendments

This Agreement, including this clause, may not be amended, altered or modified except by written instrument executed by the parties.

13. Applicable law / Place of venue

This Agreement and its conclusion, performance and interpretation, shall be governed by and construed in accordance with Austrian law.

All disputes arising from or in connection with this Agreement shall be settled by the competent court for commercial matters in Vienna.

14. Appendices

Integral parts of this Agreement are the following appendices:

Example for list of amounts

Appendix 1

Contact details

Appendix 2

This Agreement exists in two (2) original copies. One (1) copy is held by each party.

Place, Date

Place, Date

Supplier

APG

Appendix 1 – Example for list of amounts

Balance group (EIC-Code) of APG: 14XAPG-----				
Date	from	to	Delivery to the BG of APG	Acquisition from the BG of APG
DD.MM.YYYY			[MWh]	[MWh]
	00:00	01:00	0	0
	01:00	02:00	0	0
	02:00	03:00	0	0
	03:00	04:00	0	0
	04:00	05:00	0	0
	05:00	06:00	0	0
	06:00	07:00	0	0
	07:00	08:00	0	0
	08:00	09:00	0	0
	09:00	10:00	0	0
	10:00	11:00	0	0
	11:00	12:00	0	0
	12:00	13:00	0	0
	13:00	14:00	0	0
	14:00	15:00	0	0
	15:00	16:00	0	0
	16:00	17:00	0	0
	17:00	18:00	0	0
	18:00	19:00	0	0
	19:00	20:00	0	0
	20:00	21:00	0	0
	21:00	22:00	0	0
	22:00	23:00	0	0
	23:00	00:00	0	0

Appendix 2 – Contact details

1. APG

Invoicing

Company:	Austrian Power Grid AG
Address:	Wagramer Str. 19, IZD Tower
Postal Code / City:	1220 Wien
Commercial Register No.:	HG Wien, FN 177696v
Tax ID Number:	ATU46061602

Bank Data

Bank:	BAWAG P.S.K.
Account Number:	00510-074-521
IBAN:	AT186000000510074521
Bank Code:	60000
BIC:	OPSKATWW

Operational Contact

Organisational Unit:	Marktmanagement (UMM)
Phone:	0043 (0) 50320 56477
Fax:	0043 (0) 50320 1 56477
Email:	frontoffice.sdl@apg.at

Contact for Invoicing relevant questions

Organisational Unit:	Buchhaltung und Finanzierung (UKF)
Phone:	0043 (0) 50320 56575
Fax:	0043 (0) 50320 1 56575
Email:	netzverrechnung@apg.at
Email for invoices/credit notes:	faktura@apg.at

2. Supplier

Invoicing

Company:

Address:

Postal Code / City:

Commercial Register No.:

Tax ID Number:

Bank Data

Bank:

Account Number:

IBAN:

Bank Code:

BIC:

Operational Contact

Organisational Unit:

Phone:

Fax:

Email:

Contact for Invoicing relevant questions

Organisational Unit:

Phone:

Fax:

Email: