



## GENERAL TERMS AND CONDITIONS “GTC”

### FOR THE USE OF THE ONLINE WEB-APPLICATION COMMERCIAL DISPATCHING PLATFORM (“CoDiP”)

### FOR COMMERCIAL NOMINATIONS IN THE TAG PIPELINE SYSTEM

## Definitions

<i>Authorised User:</i>	employees, Authorized Officers or Managing Directors appointed by the BRP, for which access to CoDiP has been applied for and granted by TAG GmbH.
<i>Balance Responsible Party or “BRP”:</i>	any legal or natural person being duly licensed as Balance Group Responsible under Sec 93 Austrian Natural Gas Act.
<i>Commercial Dispatching Platform or “CoDiP”:</i>	online web application, provided by TAG, for commercial nomination in the TAG pipeline system, accessible to the following link: <a href="https://codip.taggmbh.at/codip-nomination/">https://codip.taggmbh.at/codip-nomination/</a>
<i>TAG GmbH or “TAG”:</i>	TAG GmbH, having its registered business seat in Wiedner Hauptstraße 120, A-1050 Vienna, registered in the commercial register of the Commercial Court of Vienna under FN122567x, duly represented by its managing directors.

## I. Submission of commercial nominations

TAG provides access for the BRP to the CoDiP online platform, enabling the BRP to nominate entry/exit transportation quantities and to retrieve allocation information on the following website:

<https://codip.taggmbh.at/codip-nomination/>

According to clause V (3) of the General Terms and Conditions of Transmission Network Access of TAG GmbH as amended from time to time, the BRP is required to submit commercial nominations to the Transmission System Operator “TSO” for injections and withdrawals to be carried out. For nominating these entry/exit transportation quantities, the BRP may use the CoDiP online platform.

Under the present GTC, the BRP is authorised to nominate and register users who are subsequently permitted to place binding commercial nominations of entry/exit transportation quantities on behalf of the BRP in TAG’s CoDiP system.

Entry/exit transportation capacities, especially day-ahead- or within-day-capacities, are generally not acquired via CoDiP.

## II. Registration

- 1) In order to ensure its users access to CoDiP, the BRP shall submit an Application Form (*in the form of the Annex 1 of this GTC*). The BRP shall fully disclose all necessary information required for access, including the names, phone numbers and email addresses of the users to be registered. A maximum of four (4) individuals can be registered as users by each BRP; if required in the particular case, additional access may be granted upon approval of TAG. Together with the signed Application Form, the BRP shall accept this GTC initialling each page and signing
- 2) The Application Form and the signed GTC must be sent in original by courier to TAG GmbH, Wiedner Hauptstraße 120, A-1050 Vienna, at the attention of System Management/Commercial Dispatching (anticipated by email to [commercial.dispatching@taggmbh.at](mailto:commercial.dispatching@taggmbh.at)).
- 3) Within three (3) working days after the receipt of the properly completed and signed original Application Form and GTC, TAG GmbH will provide each user who has been accepted by TAG a username and an initial password by e-mail.
- 4) The user is granted a maximum of five (5) attempts to enter the correct passwords; after five (5) failed attempts, the account will be automatically blocked. TAG can only unblock it upon request by email sent to [commercial.dispatching@taggmbh.at](mailto:commercial.dispatching@taggmbh.at).
- 5) The data available on CoDiP will start with Gas Day 24.10.2017. No further historical data will be available.
- 6) The BRP shall ensure the protection of access data from unauthorised access by third parties. The BRP assumes liability for any form of misuse and/or (improper) activity/action during the use of its users' access data
- 7) A maximum of 5 (five) attempts is permitted for the entry of passwords. In case a false password has been inserted more than 5 (five) times, the account will be automatically blocked from access to the Platform. A blocked account can only be unblocked by TAG GmbH, after receipt of a respective e-mail request.
- 8) The BRP shall report any changes concerning its registered users to TAG. TAG shall approve such changes in accordance with the procedure set forth in clause II (2) in order to become effective. If the BRP fails to report such changes, any misuse in the relevant period shall be attributed to the BRP.
- 9) The BRP shall encourage its registered users to carefully handle the access data and prevent any misuse from occurring. The BRP shall inform TAG of any misuse and/or improper activities in accordance with clause VIII (4) of these GTC without delay to enable TAG to block or suspend the respective user and thus prevent further misuse of CoDiP.
- 10) It shall be noted that user names and passwords are non-transferable. If a new (not yet registered) user is to replace an authorised user, a new access request for CoDiP shall be submitted using the standard application form (*CoDiP Application Form*). At the same time, the BRP shall submit a request (*CoDiP Request for Deletion attached as Annex 2*) to TAG to delete the obsolete user. The account of the obsolete user will be deleted immediately upon receipt of the new CoDiP access application.
- 11) In no event shall TAG be liable for any damage caused in connection with using the CoDiP platform (e.g. due to incorrect data, non-availability of data or the use of the data provided), unless in cases of wilful intent or gross negligence. In any event, restricted liability of TAG as specified in clause XXII of the General Terms and Conditions of Transmission Network Access of TAG GmbH shall apply to any and all damage incurred by a Network User (or the respective BRP) during the contract term.

## III. Collection/use of data

Access of the BRP and/or the respective authorised CoDiP user is recorded by TAG. The data collected will be used for troubleshooting and to improve usability. If - for whatever reasons - the BRP or a user gains access to data that is not intended for them, they shall not use, save, or distribute this information. In addition, the BRP shall inform TAG of any such access without delay. TAG reserves the right to assert any claims arising for TAG in this context.

## **IV. Technical problems/outages/interruptions**

- (1) TAG assumes no liability for the functioning of the internet, the servers and networks used or the program itself.
- (2) In case of technical issues within the sphere of responsibility of TAG which prevent the BRP or the authorised user to access CoDiP, TAG shall take any efforts to solve them as soon as possible. If technical issues occur on or after the third working day of the next month, TAG shall submit the corresponding monthly report to the BRP by fax.
- (3) TAG reserves the right to change the access mode or make any other general changes that are required. The BRP shall be informed of any general changes in writing. These changes will become effective on the first day of the next month, keeping a notice period of a minimum of two (2) weeks.
- (4) TAG is entitled to interrupt or discontinue operating the CoDiP online platform for an indefinite period of time or permanently where and as long as necessary and inevitable due to maintenance or repair work, for security and technological reasons, or due to force majeure. This also applies to (unplanned) disruptions caused by interruptions in power supply/power cuts or hardware and/or software errors.
- (5) TAG shall appropriately inform the user of any interruptions or the discontinuation of operation of CoDiP.

## **V. Obligations and exclusion of the BRP**

- (1) The BRP undertakes to use TAG's CoDiP online platform fully complying with existing (statutory) provisions, *boni mores* and in line with the provisions of these GTC.
- (2) TAG shall be informed without delay if there are reasonable grounds for suspecting that unauthorised third parties acquired access data. TAG shall be indemnified and held harmless by the BRP/user in the case of loss/ theft/ unauthorised distribution of the BRP's or the users access data and reserves the right to assert any claims against the BRP arising in this context. In this case, please also refer to clauses II (5), (6), and (7) of these GTC.
- (3) TAG may exclude or block the BRP or the user from using TAG's CoDiP online platform for good cause and immediately without notice. Any violation of these GTC, especially the breach of clauses II (5), (6), and (7) of these GTC, shall be construed as good cause. TAG reserves the right to assert any claims arising for TAG in this context.
- (4) Exclusion from the online platform becomes effective at the latest upon submission of the relevant email to the BRP or upon immediate blocking.

## **VI. Contract term/termination/right of withdrawal**

- (1) TAG and the BRP agree to use the CoDiP online platform for an indefinite period of time.
- (2) The BRP may terminate the use by a registered user in writing by email keeping a notice period of three (3) working days.
- (3) In case of imminent danger, TAG is entitled to temporarily suspend individual or all users of a BRP without prior notice.

## **VII. Liability**

- (1) The content on TAG's CoDiP online platform is not only content of TAG itself. TAG does not check third-party information for completeness, accuracy, legality and/or whether such information is up-to-date and does not assume any responsibility or liability for third-party content. Third-party content is always labelled as such.

- (2) If the BRP also culpably violates its obligations under these GTC, the BRP shall assume liability for any and all damage (i.e. the BRP is liable for compensation) caused by such violation as stipulated in sections 933a and 1293 et seq. of the *Allgemeines Bürgerliches Gesetzbuch* (Austrian Civil Code, *ABGB*). Any misconduct of the nominated/registered users shall be attributed to the BRP. The BRP shall assume liability for any and all damage caused by users in accordance with section 1313a *ABGB*.
- (3) Except for cases of wilful misconduct and gross negligence, TAG GmbH shall not assume liability for any damage resulting from the provision of services in connection with the GTC, especially in connection with the provision of data, denied access to this information or the CoDiP platform, or the use of this data.
- (4) If the BRP suspects misuse of access data, the BRP shall inform TAG thereof without delay, in this way enabling TAG to prevent such activities. The BRP remains liable for any and all misuse until the respective user is blocked, and TAG reserves the right to assert any claims arising in this context.

## VIII. Amendments to the GTC

The GTC can be amended at any time. No amendments and additions to the GTC shall be effective unless made in writing; in order to enter into force, they shall be published on TAG's website.

## IX. Severability

- (1) If any provision of these GTC or of its Annexes should be or become invalid or unenforceable, the validity of the remaining clauses and annexes shall not be affected.
- (2) The parties agree to replace the invalid or unenforceable provisions with other provisions that come as close as possible to the original intent in commercial terms. This shall also apply to any circumstances not considered herein.

## X. Place of jurisdiction and applicable law

The present GTC including its appendices shall be governed by Austrian law, with the conflict-of-law rules of international private law being excluded. Any disputes arising in connection with these Conditions of Use or their execution, breach, termination, or invalidation shall exclusively be dealt with by the competent commercial court in Vienna, Innere Stadt.

## XI. Annexes

- *Annex 1 "CoDiP Application Form"*

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Date of signatures

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(Company Stamp)  
Name and signatures(s) of duly  
authorized representative(s)  
of the company

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