**EFET**

**European Federation of Energy Traders**

**PART I (Commercial Terms) of the Individual Gas Capacity Contract**

**(unbuNDLED)**

**between:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*entity selling the Gas Capacity via the Capacity Platform*] ("**Seller**"); and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*entity buying the Gas Capacity via the Capacity Platform*] ("**Buyer**"),

on the date established via the Capacity Platform for this Gas Capacity Transaction, the commercial terms of which are set forth below in this Part I (Commercial Terms), and the general provisions of which are set forth below in its Part II (General Provisions), and which incorporate by reference herein, and form a part hereof.

**SECTION A: COMMERCIAL PROVISIONS**

**Capacity Platform: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relevant** **Network Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Gas Capacity details:** [ ] Entry

[ ] Exit

[ ] Physical Flow

[ ] Backhaul

If Entry: Entry Point shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Exit: Exit Point shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gas Capacity Type:** [ ] Firm

[ ] Statistical Firm

[ ]Interruptible

**Nature of Gas Capacity Transaction:**

[ ] **Transfer of Use Transaction**

[ ] Contract Price Payable by Buyer

[ ]Contract Price Payable by Seller

[ ] **Assignment Transaction**

[ ] Contract Price Payable by Buyer

[ ] Contract Price Payable by Seller

**Contract Quantity:** [ ] MWh

**Time Unit:** [ ] 1 hour

**[ ]** 1 Day

**Total Capacity Period:** From: [ ] hours on [ / / ]

To: [ ] hours on [ / / ]

**Contract Price:** The amount in Eurosper [] established via the Capacity Platform for this Gas Capacity Transaction

**SECTION B: ELECTIONS FOR THE PURPOSES OF PART II (GENERAL PROVISIONS)**

**Payment Method:** [ ] Monthly Payment Method

[ ] Lump Sum Payment Method

**§§ 5.1(a)(iv) (*Transfer of Use Transaction*):**

Does the Seller give the warranty set out in §§ 5.1(a)(iv)?

[ ] Yes

[ ] No

**§§ 7.1(d)(iv) (*Default and Consequences*)**:

Number of days shall be: [ ]

**§§ 9.3 (*Invoicing, Payment*)**:

Default Interest Rate: [monthly] / [yearly] [EURIBOR] plus [ ] %

**§ 13 (*Governing Law and Dispute Resolution*):**

**Governing Law**:

[ ] English Law OR

[ ] German Law

**Dispute Resolution:**

[ ] Courts, OR

[ ] Arbitration

If German Law chosen:

[ ] Courts of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR

[ ] Place of Arbitration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language of Arbitration:

[ ] English OR

[ ] German

**SECTION C: AMENDMENTS TO PART II (GENERAL PROVISIONS)**

**EFET**

**European Federation of Energy Traders**

**PART I (Commercial Terms) of the Individual Gas Capacity Contract**

**(buNDLED)**

**between:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*entity selling the Gas Capacity via the Capacity Platform*] ("**Seller**"); and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*entity buying the Gas Capacity via the Capacity Platform*] ("**Buyer**"),

on the date established via the Capacity Platform for this Gas Capacity Transaction, the commercial terms of which are set forth below in this Part I (Commercial Terms), and the general provisions of which are set forth below in its Part II (General Provisions), and which incorporate by reference herein, and form a part hereof.

**SECTION A: COMMERCIAL PROVISIONS**

**Capacity Platform: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relevant Network Operator (Exit): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relevant Network Operator (Entry): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Gas Capacity – Exit - details:**

[ ] Physical Flow

[ ] Backhaul

Exit Point shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gas Capacity Type:**

[ ] Firm

[ ] Statistical Firm

[ ] Interruptible

**Gas Capacity – Entry - details:**

[ ] Physical Flow

[ ] Backhaul

Entry Point shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gas Capacity Type:**

[ ] Firm

[ ] Statistical Firm

[ ] Interruptible

**Nature of Gas Capacity Transaction:**

**If Exit:**

[ ] Transfer of Use Transaction OR

[ ] Assignment Transaction

**If Entry:**

[ ] Transfer of Use Transaction OR

[ ] Assignment Transaction

**Contract Price Payable by Buyer:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract Price Payable by Seller:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract Quantity:** [ ] MWh

**Time Unit:** [ ] 1 hour

[ ] 1 Day

**Total Capacity Period:** From: [ ] hours on [ / / ]

To: [ ] hours on [ / / ]

**Contract Price:** The amount in Euros per [] established via the Capacity Platform for this Gas Capacity Transaction

**SECTION B: ELECTIONS FOR THE PURPOSES OF PART II (GENERAL PROVISIONS)**

**Payment Method:** [ ] Monthly Payment Method

[ ] Lump Sum Payment Method

**§§ 5.1(a)(iv) (*Transfer of Use Transaction*):**

Does the Seller give the warranty set out in §§ 5.1(a)(iv)?

[ ] Yes

[ ] No

**§§ 7.1(d)(iv) (*Default and Consequences*)**:

Number of days shall be: [ ]

**§§ 9.3 (*Invoicing, Payment*)**:

Default Interest Rate: [monthly] / [yearly] [EURIBOR] plus [ ] %

**§ 13 (*Governing Law and Dispute Resolution*):**

**Governing Law**:

[ ] English Law OR

[ ] German Law

**Dispute Resolution:**

[ ] Courts, OR

[ ] Arbitration

If German Law chosen:

[ ] Courts of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR

[ ] Place of Arbitration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language of Arbitration:

[ ] English OR

[ ] German

**SECTION C: AMENDMENTS TO PART II (GENERAL PROVISIONS)**