

## GENERAL TERMS AND CONDITIONS OF THE TRANSPORT CONTRACT ON AUCTIONED CAPACITIES

### 1. GENERAL PROVISIONS

#### 1.1. Validity and Scope of the General Terms and Conditions

1.1.1. These General terms and conditions of the Transport Contract on auctioned capacities (hereinafter referred to as: the “General terms and conditions”) are an integral part of the Transport Contract on auctioned capacities concluded at an auction between the Network User and the Transmission System Operator Plinovodi, d.o.o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, Slovenia (hereinafter referred to as: the “Transmission System Operator”).

1.1.2. The General terms and conditions shall govern the procedure for concluding the Transport Contract on auctioned capacities, and lay down the mutual rights and obligations of the Transmission System Operator and Network User arising from the booking of transmission capacities at interconnection points of the transmission system; they shall apply to the following standard capacity products which are the subject of capacity booking through auction:

- Yearly capacities;
- Quarterly capacities;
- Monthly capacities;
- Daily capacities on a day-ahead basis, and
- Within day capacities.

Standard capacity products are being booked out as firm and interruptible capacities at interconnection points, while a standard within day capacity product may only include the provision of firm capacities.

1.1.3. The General terms and conditions are also an integral part of the Sublease Agreement concluded by the Network User in accordance with the regulations in force via the web-based booking platform. The rights and obligations of the Contracting Parties to the Sublease Agreement are defined in Chapter 4 of these General terms and conditions.

1.1.4. The interconnection points of the transmission system are published on the website of the Transmission System Operator.

#### 1.2. Definitions

1.2.1. The terms used herein shall have the meaning as set out in Articles 3 of Gas Supply Act (Official Gazette of the Republic of Slovenia, No 204/21 and No 121/22; hereinafter: ZOP) , Article 3 of the Rules on terms and conditions for capacity allocation mechanisms at interconnection points of the transmission system by auction, congestion management procedure and capacity trading on the secondary market (hereinafter: Rules) , Article 3 of the 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 (Official Journal of the European Union, L 72/1 of 17 March 2017; hereinafter: Regulation (EU) 2017/459), and Article 2 of Regulation (EU) 2024/1789 of the European Parliament and of the Council of 13 June 2024 on the internal markets for renewable gas, natural gas and hydrogen, amending Regulations (EU) No 1227/2011, (EU) 2017/1938, (EU) 2019/942 and (EU) 2022/869 and Decision (EU) 2017/684 and repealing Regulation (EC) No 715/2009 (Official Gazette, No. 2024/1789 of 15 July 2024; hereinafter: Regulation (EU) No 2024/1789); however, apart from the aforementioned, the following definitions shall apply:

- *Agency*: means the Energy Agency;
- *Gas supplier*: means a legal or natural person that sells gas to the Network User;
- *Intake of gas*: is the flow of gas into the network at the entry point;
- *Offtake of gas*: is the flow of gas out of the network at the exit point;
- *Transmission*: is the transport of gas through the gas transmission system;
- *Transmission system*: is the transmission system managed and owned by the Transmission System Operator.

## **2. PROCEDURE FOR CONCLUDING THE TRANSPORT CONTRACT ON AUCTIONED CAPACITIES**

### **2.1. General provisions**

2.1.1. Transport Contracts on auctioned capacities shall be concluded in accordance with Article 8 of the Rules based on electronic auctions. In order to carry out electronic auction processes, the Transmission System Operator shall designate an administrator of the web-based booking platform (hereinafter referred to as: the “Auctioneer”) and publish their name on its website.

2.1.2. Auctions for transmission capacities to which these General terms and conditions apply may be joined by any Network User meeting the following conditions:

- It is validly registered on the web-based booking platform;
- It has submitted to the Transmission System Operator in due time a completed and signed statement by which the network user declares that it is acquainted with and accepts the General terms and conditions of the Transport Contract on auctioned capacities;
- It has provided the Transmission System Operator in due time with appropriate financial security.

2.1.3. The Network User shall be obliged to ensure a timely fulfilment of the required conditions to join the auctions, and shall therefore take into account all circumstances on their side which could cause a delay or obstruct them in the fulfilment of conditions.

### **2.2. Establishing access to the web-based booking platform**

2.2.1. In order to be able to take part in auctions, Network Users shall be obliged to register in advance with the Auctioneer. The registration procedure to obtain access to the web-based booking platform shall be initiated by the Network User

on the website of the Auctioneer. The conditions for registration and the rules for using the services of the web-based booking platform shall be laid down by the Auctioneer in the General terms and conditions published on its website.

- 2.2.2. The Network User who has registered successfully shall receive a registration confirmation from the Auctioneer.
- 2.2.3. The Network User taking part in an auction for the first time shall be obliged to register itself validly at least 5 working days prior to the date of the auction. The registration shall be deemed to have been arranged on time if the electronic message on successful registration was sent to the Network User at least 5 working days prior to the start of the auction which the Network User wishes to join in.

### **2.3. Submission of a signed statement of the General terms and conditions**

- 2.3.1. Prior to its first participation in an auction, the Network User shall submit to the Transmission System Operator a duly completed and signed statement by which the network user declares that it is acquainted with and accepts the General terms and conditions of the Transport Contract on auctioned capacities (hereinafter referred to as: the “GTC statement”).
- 2.3.2. By signing the GTC statement, the Network User shall unconditionally declare to the Transmission System Operator that it is familiar with the content of the General terms and conditions, and accepts their binding nature as an integral part of each Transport Contract on auctioned capacities, which the Network User will conclude in the course of the auction.
- 2.3.3. The GTC statement must be signed by the statutory representative of the Network User and submitted to the Transmission System Operator at least 10 working days prior to the date of the auction, allowing the GTC statement to be delivered to the address of the Transmission System Operator prior to the expiry of the above time limit. In case of any subsequent amendments to these General terms and conditions, the Network User shall submit to the Transmission System Operator a signed GTC statement by which the network user declares that it is acquainted with and accepts the amended General terms and conditions no later than 10 working days prior to the date of the auction to which the amended General terms and conditions shall apply.
- 2.3.4. The GTC statement by which the network user declares that it is acquainted with and accepts any amendments to the GTC thereto shall be decided by the Transmission System Operator and published on its website.
- 2.3.5. The signed and completed GTC statement by which the network user declares that it is acquainted with and accepts any amendments to the GTC, along with any enclosures from the second point of Article 11 of Rules, may be submitted to the Transmission System Operator in a physical or electronic form.
- 2.3.6. If the GTC statement by which the network user declares that it is acquainted with and accepts any amendments to the GTC is submitted to the Transmission System Operator in a physical form, it has to carry a handwritten signature of the statutory representative, while the Transmission System Operator may, irrespective of how the GTC statement was submitted (by post or e-mail), when in doubt about the authenticity of the signature, request the authenticity of the submitted GTC statement to be confirmed by way of a signature provided at the seat of the Transmission System Operator or by means of a duly certified

handwritten signature.

- 2.3.7. If the GTC statement by which the network user declares that it is acquainted with and accepts any amendments to the GTC has been submitted electronically, it has to carry a secure electronic signature verified by means of a qualified certificate. The GTC statement sent electronically or via electronic means shall be deemed to have been submitted in due time if received into the information system of the Transmission System Operator prior to the expiry of the time limit set out in point 2.3.3 hereof.

## **2.4. Providing financial security**

- 2.4.1. Prior to its first participation in an auction, the Network User shall, not later than 5 working days before the date of the auction, submit to the Transmission System Operator a financial security which may be furnished in accordance with Article 14 of the Rules either in the form of:
- An unconditional, irrevocable bank guarantee payable upon a written first demand or insurance guarantee, or
  - Funds deposited by the Network User into a special current account of the Transmission System Operator (hereinafter referred to as: the “deposit account”).
- 2.4.2. The financial security is aimed to guarantee the fulfilment of obligations of the Network User towards the Transmission System Operator assumed in connection with the transport contracts concluded during the auctions.
- 2.4.3. The bank guarantee or insurance guarantee (hereinafter referred to as: financial security) used by the Network User to guarantee its obligations shall include the following particulars:
- Bank guarantee number;
  - The period of validity of the bank guarantee including the time limit for calling the guarantee;
  - The maximum amount from the preceding paragraph for which the guarantor stands security;
  - The subject of the guarantee;
  - The guarantee clause “upon first demand” and “without objections”;
  - Data on the guarantor (company name, registration number, VAT ID number, seat);
  - The date and place of issuing the bank guarantee;
- The signature of the authorised person.
- The bank guarantee has to be provided in writing either in the Slovenian or English language.
- 2.4.4. The financial security shall be deemed to have been provided in due time if by the expiry of the time period the Transmission System Operator has received a bank guarantee or the funds in the deposit account. The Transmission System Operator shall be deemed to be in possession of the bank guarantee once the bank guarantee has been received at the address of the Transmission System Operator.

## **2.5. Approval of the active status for taking part in auctions**

- 2.5.1. The Network User who meets all required conditions properly and in due time before the first participation in an auction shall be given leave by the

Transmission System Operator to join the auctions by awarding the Network User an active status which shall allow them to place bids in auction processes for standard capacity products.

- 2.5.2. The Network User and the Auctioneer shall receive a message on the approval of the active status by e-mail.

## **2.6. Refusal to join the auctions and withdrawal of the active status for taking part in auctions**

- 2.6.1. The Transmission System Operator shall reject a request to join the auctions:
- If the Network User failed to submit in due time a properly completed and signed GTC statement or the amended GTC statement; or
  - If the Network User failed to post a valid financial security in due time; or
  - If the Network User failed to register itself on the web-based booking platform in due time.
- 2.6.2. If the request to join the auction shows shortcomings, the Transmission System Operator shall call on the Network User to eliminate the shortcomings by the expiry of the set time limit for the fulfilment of conditions.
- 2.6.3. The Transmission System Operator may withdraw in writing the active status from a Network User who was allowed to join the auctions, which shall prevent them from taking part in the auction, if any of the reasons defined in the Article 11 paragraph 6 of the Rules has applied. The active status shall be withdrawn until the Network User has eliminated the reasons leading to the withdrawal.
- 2.6.4. The Transmission System Operator shall explain in writing the reasons for the refusal to join the auctions or withdrawal of the active status, and shall promptly communicate them to the Network User requesting to join the auction.

## **2.7. Determination of contractual elements at an auction**

- 2.7.1. The contractual elements determined by the Parties for each Transport Contract on auctioned capacities through the auction via the web-based booking platform shall include:
- The interconnection point to which a particular booking of a standard capacity product at the auction refers, and the direction of the flow;
  - The respective standard capacity product;
  - The amount of booked transmission capacities;
  - The clearing price of the auction for the booked transmission capacities; and
  - The balancing group leader.
- 2.7.2. At the auction, the Network User shall designate a person who has concluded a valid Balancing contract with the Transmission System Operator to act as the balancing group leader. If the Network User is not the balancing group leader at the same time, its designation as the balancing group leader at the auction shall mean that an appropriate Balancing contract was concluded with them or the balancing sub-group leader, based on which the balancing group leader also assumed the obligation to nominate the quantities of gas for transmission on behalf of the Network User in accordance with the Network Code for the gas transmission system (Official Gazette of the Republic of Slovenia, No 41/52; hereinafter: SON).

## **2.8. Concluding a Transport Contract on auctioned capacities**

- 2.8.1. A Transport Contract on auctioned capacities shall be deemed concluded between the Parties upon the publication of the final auction results on the web-based booking platform, which show that the bid of a Network User to book a specific standard capacity product at the clearing price of the auction was accepted.
- 2.8.2. Each Transport Contract on auctioned capacities concluded in accordance with the preceding paragraph shall constitute an independent contractual relationship between the Parties concerned and shall include such contractual elements as derived from these General terms and conditions, and as separately determined for each Transport Contract by the Contracting Parties through the auction process.
- 2.8.3. After the auction has closed, the Network User shall receive a confirmation on the conclusion of a Transport Contract on auctioned capacities via the web-based booking platform, which shall specify all contractual elements from point 2.7.1 hereof.
- 2.8.4. Transport Contracts on auctioned capacities may also be concluded for the same or overlapping periods.

## **3. MUTUAL RIGHTS AND OBLIGATIONS UNDER THE TRANSPORT CONTRACT ON AUCTIONED CAPACITIES**

### **3.1. Subject of the Transport Contract on auctioned capacities**

- 3.1.1. By signing the Transport Contract on auctioned capacities, the Transmission System Operator shall be obliged, with due regard to the restrictions in the operation of the transmission system, to enable the Network User the use of transmission capacities at a certain interconnection point in accordance with the conditions of the booked standard capacity product, while the Network User in turn shall be obliged to pay a certain amount for the use of the transmission system.
- 3.1.2. The standard capacity product laid down in each Transport Contract on auctioned capacities means a certain amount of contractually agreed transport capacity for a Network User over a given period of time at a specified interconnection point of the transmission system (i.e. border intake or offtake point), which may be concluded for firm or interruptible capacities.
- 3.1.3. Based on the Transport Contract on auctioned capacities, the Transmission System Operator shall be obliged to intake gas at the border entry point from the Network User in accordance with the provisions hereunder and the balancing rules, or to deliver the gas at the border exit point in the maximum amount set out in each Transport Contract on auctioned capacities.
- 3.1.4. The contractual capacity may be taken away from a Network User, either in part or in full, against its will if the Network User fails to utilise it and, in particular, if the Network User, in conflict with regulations, obstructs competition by setting aside the capacities, whereupon it shall be allocated to other Network Users.

### **3.2. Obligation to pay the fee for the use of the transmission system and additional services**

- 3.2.1. Based on the concluded Transport Contract on auctioned capacities, the Network User shall be obliged to pay the fee for the use of the transmission system.
- 3.2.2. The Transmission System Operator shall charge the fee for the use of the network as laid down in the currently applicable general act of the Agency determining the methodology for charging for the network charge for the gas transmission system, the Document on determining the network charge for the gas transmission system, and the Rules for calculating deviations of the intake and offtake of gas.
- 3.2.3. To this end, all fees, except those for which the specified regulations determine otherwise, shall be charged in accordance with the contractually agreed booking of capacities and regardless of the volume of actual transmitted quantities of gas through the transmission system following the “ship-or- pay” principle.
- 3.2.4. The amount for the booked transmission capacity shall comprise:
  - The applicable network charge at the time when the booked capacity under the relevant Transport Contract on auctioned capacities is made available; and
  - The auction premium for that capacity.

### **3.3. Obligation to ensure balancing payment**

- 3.3.1. Prior to the start of transmission under the relevant Transport Contract on auctioned capacities, the Network User shall ensure balancing of deviations by intake and offtake of gas. The Network User shall have ensured balancing of deviations entire duration of Transport Contract on auctioned capacities.
- 3.3.2. The Network User shall ensure balancing of quantity deviations of intake and offtake of gas by including an intake or offtake point into the balancing group. If the Network User does not join any of the balancing groups, he or she must ensure that the deviations are offset independently by concluding a Balancing contract. In this case, the Network User, in relation to the Transmission System Operator, is bound by all obligations, which, according to the regulations in force, apply to the balancing group leader.
- 3.3.3. If the Network User ensures balancing of quantity deviations of intake and offtake of gas by including an intake or offtake point into a balancing group and the balancing group leader does not fulfil his obligations toward the Transmission System Operator in accordance with the Balancing contract, is the Network User subsidiary responsible for payments relating the balancing deviations and balancing differences, to the extend, caused by his act.
- 3.3.4. The Transmission System Operator may refuse the announcement of nominated quantities for the intake and offtake of gas at interconnection points for which the Network User has not set balancing affiliation (membership of balancing group).
- 3.3.5. By designating a balancing group leader at the auction, the Network User confirms

that he has provided an adequate payment for balancing deviations with appropriate contract. The Network User is obliged to inform the Transmission System Operator possible change of balancing group leader, set at the auction for particular Transport Contract for auction capacities in the manner and within deadlines, set with applicable regulation.

- 3.3.6. If the Network User does not set balancing affiliation in accordance with preceding paragraph, the Network User holds a subsidiary responsibility for payment obligations related to balancing of deviations to the extend, caused by his act.
- 3.3.7. The Transmission System Operator accounts the deviations of intake and offtake to the balancing group leader for his balancing group. The Transmission System Operator can require the payment of the obligation from the Network User only after the Balancing group leader fails to fulfil his obligations within the due payment, which takes into account specified deviations.

### **3.4. Nominations for the intake and offtake of gas**

- 3.4.1. Prior to the start of transmission under the relevant Transport Contract on auctioned capacities, the Network User shall, in accordance with the SON, submit to the Transmission System Operator a nomination of the quantities of gas to be transported by the Transmission System Operator for the requirements of the Network User. The Network User shall submit to the Transmission System Operator a nomination of the quantities of gas by concluding a Balancing contract or by including an intake or offtake point into a balancing group.
- 3.4.2. The Network User can exercise his right to use the transmission system on the basis of each Transport Contract on auctioned capacities on particular accounting day of gas supply in the volume of nominated quantities, which were in accordance with the applicable regulation approved by the Transmission System Operator.

### **3.5. Interrupted transmission of interruptible capacities**

- 3.5.1. In accordance with the Rules and Regulation (EU) 2017/459, the Transmission System Operator shall interrupt the transmission of interruptible capacities by applying the sequence of interruptions based on the timestamp. If the need to interrupt such transmission arises, the interruption shall be implemented to the extent as required for the execution of transport contracts on firm capacities.

### **3.6. Measuring gas quantities and processing registered data**

- 3.6.1. The measurement of gas quantities at the contractually defined interconnection point and determination of gas quantities delivered to the Transmission System Operator for the Network User at that interconnection point, shall be provided by the Transmission System Operator in accordance with the provisions of the Interconnection Agreement concluded between the operators of adjacent transmission systems and the rules for the determination of quantities at that interconnection point.

### **3.7. Fees for the use of the network**

- 3.7.1. The Transmission System Operator shall charge a fee for the use of the transmission system to the Network User and to the payer of balancing services on a monthly basis for the previous accounting month, to which the contractually agreed booking of capacities under the relevant Transport contract on auctioned capacities relates. The Transmission System Operator shall enclose to the invoice for network use a specification of the services rendered.
- 3.7.2. When charging network use, the Transmission System Operator shall also take into account the activities and interventions that will be required on the transmission system in connection with the discharge of contractual obligations, always in accordance with the currently applicable regulations in the Republic of Slovenia.

### **3.8. Invoicing and Terms of Payment**

- 3.8.1. Within 10 days after the end of the month to which the booking of transmission capacities under the relevant Transport Contract on auctioned capacities refers, or in which additional services will be rendered, the Transmission System Operator shall issue invoices to the Network User for:
  - The charge for the booked transmission entry and/or exit capacity;
  - The charge for own use (in case of booking exit transmission capacity);
  - The metering charge (in case of booking exit transmission capacity).
- 3.8.2. Invoices shall also include all applicable taxes, duties, excise duties and other fees that must be charged by the Transmission System Operator pursuant to the applicable regulations.
- 3.8.3. The payer of services hereunder shall be obliged to pay any taxes, duties, excise duties and other fees in accordance with the regulations governing the payment of taxes, duties, excise duties and other fees.
- 3.8.4. The Network User shall forward to the Transmission System Operator all data, which the Transmission System Operator requires to discharge its obligations pursuant to the applicable laws governing excise and customs duties.
- 3.8.5. The payer of services hereunder shall be allowed to submit any complaint against the correctness of issued invoices in writing until the respective invoice falls due. The complaint shall not suspend the payment of the undisputed part of the invoice by its due date.
- 3.8.6. The Transmission System Operator shall issue invoices, which become due and payable within 30 days after the liability arises. The last day of the accounting month to which the booking of entry capacities relates, shall be deemed as the date when the liability arises.
- 3.8.7. If the payer of services hereunder fails to pay the invoice by its due-date, the Transmission System Operator shall charge statutory default interest inclusive of the 31st day after the date when the liability arises until the date of payment.
- 3.8.8. In case of late payment, the Transmission System Operator shall account for all payments made by the Network User in the order they were received, and in accordance with Article 288 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No 97/07 - official consolidated version, 64/16 - Decision of the Constitutional Court and 20/18).

- 3.8.9. If the Network User fails to settle its obligations hereunder and they cannot be repaid even from the posted financial security, the Transmission System Operator shall be entitled to immediately request other instruments it deems acceptable to secure the payment, or a different mode of payment. After the Network User has satisfied the requirement of the Transmission System Operator for an instrument to secure the payment or a different mode of payment, the Transmission System Operator and the Network User shall enter into an agreement on the repayment of due liabilities which does not constitute a novation thereof.
- 3.8.10. In case the Network User fails to settle its liabilities towards the Transmission System Operator in accordance with the preceding paragraph or fails to conclude an agreement on the repayment of the overdue liabilities in accordance with preceding paragraph within 15 days from receiving an offer from Transmission System Operators, the Transmission System Operator may interrupt the transmission of gas after 72 hours have elapsed from the written prior notice in the manner to reject all nominations to intake or offtake of gas from this Network User.

### **3.9. Liquidation of security**

- 3.9.1. The Transmission System Operator may liquidate the security by calling a bank guarantee or by appropriating funds available in the deposit account if the Network User fails to settle its outstanding liabilities even in the period of grace of 5 working days from being reminded thereof and warned that security will be liquidated in case of default payment.
- 3.9.2. The proceeds from the security shall be used to settle the outstanding liabilities including the appertaining default interest and the costs of liquidation of the security.

### **3.10. Quality of gas**

- 3.10.1. The Network User shall undertake to ensure that the quality of gas delivered to the Transmission System Operator for transmission is in accordance with the provisions of the SON.
- 3.10.2. The Transmission System Operator shall undertake to ensure to accept the gas with the properties, specified in the SON. If the quality of the gas deviates from the requested quality, specified in the SON, the Transmission System Operator is not obliged to accept gas.
- 3.10.3. Gas in the transmission system is odourless.
- 3.10.4. The Network Users shall assure the compliance of appliances using the gas to the gas quality.

### **3.11. Maintenance of the transmission system by the Transmission System Operator**

- 3.11.1. In the event of scheduled, unscheduled and extraordinary works, damages,

disturbances or defects on the transmission system, the Transmission System Operator shall act in accordance with the applicable laws and the SON.

### **3.12. Unutilised booked capacities**

- 3.12.1. The Network User may sell any unutilised transmission capacities, booked in accordance with the Transport Contract on auctioned capacities on the secondary market in accordance with applicable regulations.

### **3.13. Congestion of the transmission system**

- 3.13.1. In the event of contractual congestion, the Transmission System Operator may offer, in accordance with the provisions of the Regulation (EU) 2024/1789 and the applicable national legislation, the unutilised booked capacity of the Network User under the Transport Contract on auctioned capacities on the primary market as interruptible capacity, or carry out congestion management procedures without any contractual or compensation sanctions being imposed on the Network Use.

### **3.14. Crisis management**

- 3.14.1. A state of crisis on the transmission system means any event or circumstance, which hinders the balanced operation of a part or of the entire transmission system, which leads to interruption of transmission or a suspended supply of gas.
- 3.14.2. In a state of crisis on the transmission system, the Transmission System Operator shall have the right and duty to promptly take all feasible technical measures in accordance with the emergency plan to prevent disruptions from spreading, and to re-establish a smooth transmission of gas.
- 3.14.3. Force majeure means any event or circumstance beyond the control of the Transmission System Operator, which could not have been foreseen, avoided or averted. To determine the force majeure and its consequences, the law of obligations applies.
- 3.14.4. If force majeure or a repeated occurrence of force majeure partially or fully prevents the Transmission System Operator from discharging its contractual obligations for a period of more than 6 months, the Transmission System Operator and the user shall agree in writing on how the Transport Contract on auctioned capacities will be executed in the future.
- 3.14.5. The Transmission System Operator shall be obliged to promptly notify the affected Network Users on the existence of a state of crisis by the fastest means available.

### **3.15. Intake and offtake pressure on interconnection points**

BMCS Ceršak	Intake / offtake pressure	min. 48 - max. 70 (bar)
BMCS Šempeter	Intake / offtake pressure	min. 48 - max. 70 (bar)
BMCS Rogatec	Intake / offtake pressure	min. 36 - max. 45 (bar)

### **3.16. Responsibility**

- 3.16.1. If damage, disruptions or defects occur on the transmission system owing to force majeure or actions of third parties, and the Transmission System Operator acts in accordance with the applicable regulations and general acts, it shall not be held liable for any damage due to temporary limitation or interruption in the transmission of gas, in the absence of any other grounds that would indicate the existence of a damage liability in accordance with the general rules of the law of obligations.

### **3.17. Legal basis**

- 3.17.1. The Transport Contract on auctioned capacities shall be concluded with the purpose to exercise the rights and obligations as defined by the applicable regulations in the Republic of Slovenia.
- 3.17.2. The Contracting Parties shall exercise their rights and obligations under the Transport Contract on auctioned capacities consistently in accordance with the provisions hereof and the regulations in force in the Republic of Slovenia.
- 3.17.3. For any matters not determined herein, the applicable regulations in the Republic of Slovenia shall apply directly.
- 3.17.4. Any references to the Rules, the Gas Supply Act (ZOP) or any other regulation in these General terms and conditions shall also imply a reference to any amendment of these Rules or regulation replacing these Rules or governing this area.
- 3.17.5. Without prejudice to individual provisions contained herein, the Transmission System Operator shall undertake to charge the use of the transmission system according to the Transport Contract on auctioned capacities in accordance with the currently applicable regulations in the Republic of Slovenia. The Network User shall undertake to immediately provide the Transmission System Operator with any additional data that will be required for correct charging for the use of the transmission system.

### **3.18. Coordination with the applicable regulations**

- 3.18.1. If it is found out a certain provision hereof infringes the regulations in force, this shall not prejudice the validity of the Transport Contract on auctioned capacities provided, that the contract may remain in force without the invalid provision, meaning that the Energy Act or any other regulation in force shall apply in lieu of the invalid provision.

### **3.19. Waiver of the right to rescind or amend the contract due to changed circumstances**

- 3.19.1. The Contracting Parties shall waive in advance their right to unilaterally request the termination or amendment of the Transport Contract on auctioned capacities due to changed circumstances, insofar as these circumstances result from the operations of economic entities on the market.

### **3.20. Forwarding of information**

- 3.20.1. The Network User shall undertake to immediately furnish any additional data or

information to the Transmission System Operator, necessary for a correct and timely discharge of the obligations of the Transmission System Operator.

3.20.2. The Network User shall also undertake to immediately forward to the Transmission System Operator any data on registration, should any amendments occur thereto.

3.20.3. Data referred to in this Article shall be forwarded in writing:  
- to the address of the Transmission System Operator: Cesta Ljubljanske brigade 11b, p.p. 3720, 1001 Ljubljana, Slovenia; or  
- by e-mail to: SKR@plinovodi.si

### **3.21. Data confidentiality**

3.21.1. The Contracting Parties shall agree not to disclose the terms and conditions of the Transport Contract on auctioned capacities to any third party (except to their advisors), or issue a public notice, press release, statement or communication related thereto without the prior written consent of the other Contracting Party, unless so required by law, a court decision or an arbitration award or any other government body (including an exchange body) or the Agency, and save for any disclosures made to the court in a dispute between the Contracting Parties that arises from this underlying contract or in connection therewith.

3.21.2. Both Contracting Parties shall agree to keep confidential any information disclosed by the other Contracting Party in connection with these General terms and conditions or the Transport Contract on auctioned capacities or its implementation, and to mark it in writing as confidential or in a way that reasonably indicates its confidential nature.

### **3.22. Settlement of disputes**

3.22.1. In the event of disputes arising from:  
- The access to the transmission system,  
- The calculation of the charge for the use of the transmission system,  
- Alleged violations of the Network Code,  
- Identified imbalances and fees for covering the balancing costs, and infringements of general acts governing imbalances and their balancing, or  
- Other instances as determined by law,  
the Agency shall have the competence to decide in the procedure for a judicial review of administrative acts in the first instance pursuant to the Energy Act (Official Gazette of the Republic of Slovenia, No 38/24 and 47/25 - ZOEE-A).

3.22.2. Any other disputes shall be settled before the competent court in Ljubljana.

### **3.23. Law of contracts**

3.23.1. The Slovenian legislation or the law of contracts in force in the Republic of Slovenia shall apply to the Transport Contract on auctioned capacities.

3.23.2. If these General terms and conditions are translated into English, the Slovenian version shall prevail in case of discrepancies in the interpretation of contractual provisions between the English and Slovenian versions.

#### **4. CONCLUSION OF THE SUBLEASE AGREEMENT ON THE SECONDARY MARKET**

- 4.1. Sublease agreements concluded via the web-based booking platform are subject to the provisions of Chapter 2 of these General terms and conditions.
- 4.2. The Network User may sublease an unused part of the contractually agreed capacities under a contract with the Transmission System Operator on the secondary market by concluding a Sublease Agreement whereby the User's Transmission Contract concluded with the Transmission System Operator remains valid.
- 4.3. Before concluding a Sublease Agreement, the two Network Users entering into a secondary market transaction must submit, via the web-based booking platform, the data on the desired legal transaction; namely, the estimated relevant point, the estimated amount of leased capacity, and the estimated start and end dates of the transmission and the balancing group leader.
- 4.4. If the Transmission System Operator does not refuse the legal transaction within 3 (three) working days after receiving the notification of the submitted data of the desired legal transaction referred to in the previous paragraph, the legal transaction on the secondary market shall be considered concluded, of which the Users are notified via the web-based booking platform with a certificate of Sublease Agreement, containing an indication of all contractual components.