

CONTRACT

For the delivery of EUA certificates

between

Parties:

1. N.V. Nederlandse Gasunie, whose registered office is located at Concourslaan 17 (9727KC) Groningen, The Netherlands, for the purposes of this Agreement legally authorized represented by [naam], hereinafter referred to as “Gasunie” or “Buyer”;

and
2. [...], whose registered office is located at [...] for the purposes of this Agreement legally authorized represented by [name], hereinafter referred to as “Seller”;

Gasunie and the Seller are hereafter also referred to individually as ‘Party’ or collectively as ‘Parties’.

Taking into consideration that:

- Gasunie is an energy network operator. In the Netherlands and the northern part of Germany, Gasunie manages and maintains the infrastructure for large-scale transport and storage of gas. Due to the energy transition a shift towards green gas and hydrogen will be made;
- With the execution of its tasks Gasunie produces Co2 emissions and as a consequence Gasunie needs to require emission allowances during the coming years. In order for Gasunie to do so, while enabling the market an easy accessible entrance to its tenders, Gasunie published the Qualification System for EU ETS Emission rights in the Supplement to the Official Journal of the European Union, under publication number 2023/ TN 426560 under which tenders are called off.
- With the tender WS574349716 d.d. [...] Gasunie called for tenders regarding te delivery of EUA’s;
- Seller has submitted a tender WS574349716, d.d. [...] which is regarded by Gasunie as the MEAT;
- Parties have laid down the conditions under which the Seller will deliver the EU ETS certificate(s) in this agreement and its appendices (the 'Agreement').

And agree:

Article 1. Scope of the Agreement

- 1.1. The Parties hereby enter into an Agreement subject to Attachement 1 (the applicable General Terms and Conditions for Deliveries and Related Services 2020).
- 1.2. Seller hereby declares that it shall meet its contractual obligations in a professional manner and shall act competently and with due care with respect to Gasunie, as can reasonably be expected of a competent and experienced Seller.

Article 2. Delivery

- 2.1. Seller shall deliver the EU ETS ("Deliveries") within three weeks after a Purchase Order has been issued to Seller to the relevant account number of Gasunie.
- 2.2. The Deliveries shall conform to the specifications described in the tender called of under the Qualification System as mentioned above.

Quantity	Delivery date	Payment date	Price	Account nr
20.000 MWh	14-12-2023	14-12-2023	100 €/Ton	EU-100-5011127-0-78
20.000 MWh	14-12-2023	14-12-2023	100 €/Ton	EU-100-5015360-0-59

Article 3. Applicable conditions

- 3.1 The following Annexes shall form an integral part of this Agreement in the following order of priority:
 1. The Agreement;
 2. General Terms and Conditions of deliveries and related services (Attachement 1);
 3. Tender documents (Attachement 2);
 4. Tender Seller (Attachement 3).

Article 4: Price

- 4.1. The price at which the Deliveries shall be delivered is EUR [....]. The price will be paid no later than 14 days after the transfer of the Deliveries to the relevant account number.

Article 5. Termination of the Agreement

- 5.1 Either Party shall be entitled to terminate this Agreement arising therefrom by registered letter, extrajudicially, if the other Party, after having been given written notice of default, fails to comply with its obligations under this Agreement within a reasonable period to be set by the other Party. A reasonable period shall never be deemed to exceed 14 working days.
- 5.2 Without prejudice to its other rights and in addition to what is listed in Attachement 1 (General Terms and Conditions), Gasunie retains the right to terminate this Agreement, without any reminder or notice of default being required, by registered letter outside court with immediate effect, if:
 - a) The grounds for exclusion mentioned in article 2.86 and/or 2.87 of the Dutch Procurement Act 2012 apply to Seller;
 - b) The Seller no longer meets the minimum requirements as stated in the tender documents of Gasunie, or if Gasunie notifies the Seller with substantiated proof that to the opinion of Gasunie, the Seller may be deemed to be no longer able to comply with these requirements;
 - c) The Seller no longer meets the minimum requirements with respect to performance of the Agreement or if Gasunie notifies the Seller with substantiated proof that in the opinion of Gasunie, the Seller may be deemed to be no longer able to comply with these requirements.

- 5.3 In the event of termination of this Agreement on the basis of one or more of the above grounds, the Seller has no right to any form of compensation by Gasunie.
- 5.4 Termination of the Agreement on the basis of one or more of the above grounds does not exempt the Seller from the obligation to repair an attributable failure and/or compensate damage incurred or to be incurred by Gasunie as a result of this attributable failure.
- 5.5 Obligations entered into by the Parties which by their nature are intended to continue after termination shall remain in force.

Article 6. Applicable law and competent court

- 6.1 This Agreement shall be governed by Dutch law.
- 6.2 Any disputes arising from this Agreement shall be submitted exclusively to the competent court in Groningen.

Agreed and signed in duplicate on <Date>:

On behalf of Gasunie

On behalf of the Seller

<name>

<name>

<position>

<position>

Attachement:

- Attachement 1: General terms and conditions of Services
- Attachement 2: Tender documents

Attachement 1

General Terms and Conditions for Deliveries and Related Services 2020

www.gasunie.nl/leveranciers

Article	Not Applicable	Applicable
1		X
2		X
3		X
4	X	
5		X
6	X	
7		X
8	X	
9		X
10	X	
11	X	
12	X	
13	X	
14	X	
15	X	
16	X	
17	X	
18	X	
19		X
20		X
21	21.1, 21.2, 21.5,6,7,8	21.3 21.4
22		X
23		X
24		X
25		X
26		X
27	X	
28		X
29		X
30		X
31	X	
32		X
33		X
34		X
35		X

N.V. Nederlandse Gasunie

gasunie

Attachement 2