



**SOCIETATEA NAȚIONALĂ DE TRANSPORT  
GAZE NATURALE "TRANSGAZ" SA MEDIAȘ**

Capital social: 117 738 440,00 LEI

ORC: J32/301/2000; C.I.F.: RO13068733

P-ța C. I. Motaș nr. 1, cod: 551130, Mediaș, Jud. Sibiu

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## CURRENT REPORT

**According to the provisions of Article 225 of Law 297/2004**

Date of report: **24 November 2016**

Name of issuing entity: **SNTGN TRANSGAZ SA MEDIAȘ**

Headquarters: **Mediaș, 1 Constantin I. Motaș Square, Sibiu County**

Telephone/fax number: **0269803333/0269839029**

Tax identification code: **RO 13068733**

Trade Register number: **J32/301/2000**

Subscribed and paid-up capital: **RON 117.738.440**

Regulated market on which issued securities are traded: **Bucharest Stock Exchange.**

## REPORTED EVENTS

**SNTGN Transgaz SA** informs all those concerned on the legal documents concluded with companies directly or indirectly controlled by the Romanian State and which have a cumulated value of at least the lei equivalent of the amount of euro 50.000.

<b>Contract information</b>	<b>Contractual clauses provided in the contract</b>
<b>Contracting Parties</b>	concluded between <b>SNTGN Transgaz SA</b> and <b>S.N.G.N. ROMGAZ S.A</b>
Contract conclusion date and nature	<b>Contract no. 27/ 2016</b> (period 1 October 2016 – 1 October 2017)
Contract scope	Transmission Services Supply
Contract value	<b>153.781.489,99</b> – estimated amount of the legal act VAT included (LEI)
Stipulated penalties and guarantees provided	<p><b>Guarantees:</b></p> <p>Art. 10.</p> <p>(1) For the purpose of fulfilling their obligations under the contract, either party shall establish a guarantee for the other party in accordance with the Network Code.</p> <p>(2) For fulfilling the obligation under paragraph (1) of this Article, the TSO shall provide the credit rating.</p> <p>The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on the submission of a credit rating issued by a rating agency agreed by both parties, equivalent with that of Transgaz SA.</p> <p>(3) The payment guarantee in amount of 3.730.127,50 lei representing 5% of the countervalue of the firm and uninterrupted transmission</p>

capacity booked over the entire contract duration, calculated based on the regulated tariffs, shall be a letter of bank guarantee or shall be established in cash as a guaranteed account (collateral deposit) and shall be valid 60 calendar days from contract expiration.

(4) The financial guarantee shall be activated by the parties within 48 hours from the agreement and signature of the transmission contract.

(5) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the damage incurred, unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.

(6) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.

(7) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.13, paragraph (1), letter a).

(8) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee according to paragraph (3) of this Article, within 5 days from execution.

(9) The Network User shall not provide the guarantee instrument also if it pays in advance the monthly countervalue of the capacity booked.

**Penalties:**

Art. 13.

(1) The non-fulfilment of the invoice payment obligation as stipulated under par. (5) of Art. 5 / Art.51, par. (5), letter b) shall incur:

a) delay penalties related to the unpaid amount, equal to the delay interest due for the non-payment in due time of the budgetary obligations, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in the case of the non-fulfilment of the payment obligation within 15 calendar days from the maturity date;

b) in case of failure to meet the payment obligation, the limitation / interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days foreseen at letter a).

(2) If the due date or the day following the grace period is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.

Art. 14

(1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the applicable laws, TSO shall be entitled to request and receive an amount equal to 0,5% of the value of gas, expressed as energy units,

	<p>delivered at NTS entry and of a quality non-compliant with the applicable laws; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.</p> <p>(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfil the relevant obligations as well as any other obligations established by this Contract.</p> <p>Art. 15</p> <p>If, upon TSO request, the NU does not voluntarily return/does not use the facility of booked and not used capacity transfer, thus the mandatory capacity transfer being applied, NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.</p> <p>Art. 16</p> <p>(1) NU shall be entitled to request and receive:</p> <p>a) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.</p> <p>b) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter.</p> <p>c) an amount equal to 0,5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the applicable laws, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;</p> <p>(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfil the obligation of transmission services provision as well as any other obligations established by this Contract.</p>
<p>Payment terms and modalities</p>	<p>(*)Art.5</p> <p>(1) The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p>

	<p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, until the 15th of the month following the one for which the transmission service was supplied, separate invoices (hereinafter 'monthly invoices') drawn up based on the final allocations, respectively:</p> <p>a) an invoice related to the transmission services supplied for the previous month, set based on the final allocations;</p> <p>b) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p> <p>c) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable</p> <p>d) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p> <p>(5) The payment of the invoices issued under the provisions of the Network Code is within 15 calendar days from the date the invoices are issued.. If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date the total respective amounts enter the account of the transmission system operator</p>
<b>Contracting Parties</b>	concluded between <b>SNTGN Transgaz SA</b> and <b>S.N.G.N. ROMGAZ S.A</b>
Contract conclusion date and nature	<b>Contract no. 9T/ 2016</b> (period 1 October 2016 –1 January 2017)
Contract scope	Quarterly transmission services supply
Contract value	<b>6.691.203,89</b> –Estimated amount of the legal act VAT included (LEI)
Mutual debts	-
Stipulated penalties and guarantees provided	<p><b>Guarantees:</b></p> <p>Art. 10.</p> <p>(1) For the purpose of fulfilling their obligations under the contract, either party shall establish a guarantee for the other party in accordance with the Network Code.</p> <p>(2) For fulfilling the obligation under paragraph (1) of this Article, the TSO shall provide the credit rating.</p>

The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on the submission of a credit rating issued by a rating agency agreed by both parties, equivalent with that of Transgaz SA.

(3) The payment guarantee in amount of RON 193.138,91 representing 5% of the value of the transmission capacity, firm and interruptible, booked over the entire contract duration, calculated based on the regulated tariffs, shall be a letter of bank guarantee or shall be established in cash as a guaranteed account (collateral deposit) and shall be valid 60 calendar days from contract expiration.

(4) The financial guarantee shall be activated by the parties within 48 hours from the agreement and signature of the transmission contract.

(5) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the damage incurred, unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.

(6) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.

(7) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.13, paragraph (1), letter a).

(8) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee according to paragraph (3) of this Article, within 5 days from execution.

(9) The Network User shall not provide the guarantee instrument also if it pays in advance the monthly countervalue of the capacity booked.

**Penalties:**

Art. 13.

(1) The non-fulfilment of the invoice payment obligation as stipulated under par. (5) of Art. 5 / Art.51, par. (5), letter b) shall incur:

a) delay penalties related to the unpaid amount, equal to the delay interest due for the non-payment in due time of the budgetary obligations, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in the case of the non-fulfilment of the payment obligation within 15 calendar days from the maturity date;

b) in case of failure to meet the payment obligation, the limitation / interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days foreseen at letter a).

(2) If the due date or the day following the grace period is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.

Art. 14

(1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the applicable laws, TSO shall be entitled to request and receive an amount equal to 0,5% of the value of gas, expressed as energy units, delivered at NTS entry and of a quality non-compliant with the applicable laws; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfil the relevant obligations as well as any other obligations established by this Contract.

Art. 15

If, upon TSO request, the NU does not voluntarily return does not use the facility of booked and not used capacity transfer, thus the mandatory capacity transfer being applied, NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.

Art. 16

(1) NU shall be entitled to request and receive:

d) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.

e) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter.

f) an amount equal to 0,5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the applicable laws, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive

	damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfil the obligation of transmission services provision as well as any other obligations established by this Contract.
Payment terms and modalities	<p>(*)Art.5</p> <p>(1) The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p> <p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, until the 15th of the month following the one for which the transmission service was supplied, separate invoices (hereinafter 'monthly invoices") drawn up based on the final allocations, respectively:</p> <p>a) an invoice related to the transmission services supplied for the previous month, set based on the final allocations;</p> <p>b) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p> <p>c) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable;</p> <p>d) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p> <p>(5) The payment of the invoices issued under the provisions of the Network Code is within 15 calendar days from the date the invoices are issued.. If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date the total respective amounts enter the account of the transmission system operator</p>
<b>Contracting Parties</b>	concluded between <b>SNTGN Transgaz SA</b> and <b>SC ELECTROCENTRALE BUCURESTI SA</b>
Contract conclusion date and nature	<b>Contract no. 14/2016</b> (period 1 October 2016 – 1 October 2017)
Contract scope	Transmission services supply
Contract value	<b>57.705.792,86</b> -Estimated amount of the legal act VAT included (LEI)

Mutual debts	-
Stipulated penalties and guarantees provided	<p><b>Guarantees:</b>  Art. 10.  (1) For the purpose of fulfilling their obligations under the contract, either party shall establish a guarantee for the other party in accordance with the Network Code.  (2) In addition to the provisions of par (1) the parties may mutually present one or more guarantee instruments of the obligations under the contract,  (3) The guarantee instruments provided in par (2) are constituted in equivalence conditions.</p> <p><b>Penalties:</b>  Art.13  (1) The non-fulfilment of the invoice payment obligation as stipulated under in par. (5) of Art. 5 / Art.51, par. (5), letter b) shall incur:  e) delay penalties related to the unpaid amount, equal to the delay interest due for the non-payment in due time of the budgetary obligations, for each day of delay, starting with the 91st calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in the case of the non-fulfilment of the payment obligation within 90 calendar days from the maturity date  f) in case of failure to meet the payment obligation, the limitation / interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 90 calendar days.  (2) If the due date or the day following the grace period is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.</p> <p>Art. 14  (1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the applicable laws, TSO shall be entitled to request and receive an amount equal to 0,5% of the value of gas, expressed as energy units, delivered at NTS entry and of a quality non-compliant with the applicable laws; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.  (2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive</p>



	<p>damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfil the relevant obligations as well as any other obligations established by this Contract.</p> <p>Art. 15.</p> <p>If, upon TSO request, the NU does not voluntarily return / does not use the facility of booked and not used capacity transfer thus the mandatory capacity transfer being applied, the NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.</p> <p>Art. 16.</p> <p>(1) NU shall be entitled to request and receive:</p> <p>g) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.</p> <p>h) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter.</p> <p>i) an amount equal to 0,5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the applicable laws, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;</p> <p>(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfil the obligation of transmission services provision as well as any other obligations established by this Contract.</p>
<p>Payment terms and modalities</p>	<p>Art.5</p> <p>(1) The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p> <p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, until the 15th of the month following the one for which the transmission service was supplied, separate invoices (hereinafter 'monthly invoices") drawn up based on the final allocations, respectively:</p>

	<p>a) an invoice related to the transmission services supplied for the previous months, set based on the final allocations;</p> <p>b) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p> <p>c) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable</p> <p>d) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p> <p>(5) The payment of the invoices issued under the provisions of the Network Code is within 90 calendar days from the date the invoices are issued. If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date the total respective amounts enter the account of the transmission system operator.</p>
<b>Contracting Parties</b>	concluded between <b>SNTGN Transgaz SA</b> and <b>SC ELECTROCENTRALE BUCURESTI SA</b>
Contract conclusion date and nature	<b>Contract no. 4T/ 2016</b> (period 1 October 2016 –1 January 2017)
Contract scope	Quarterly transmission services supply
Contract value	<b>13.877.056,24</b> –Estimated amount of the legal act VAT included (LEI)
Mutual debts	-
Stipulated penalties and guarantees provided	<p><b>Guarantees:</b> Art. 10. (1) For the purpose of fulfilling their obligations under the contract, either party shall establish a guarantee for the other party in accordance with the Network Code. (2) In addition to the provisions of par (1) the parties may mutually present one or more guarantee instruments of the obligations under the contract, (3) The guarantee instruments provided in par (2) are constituted in equivalence conditions.</p> <p><b>Penalties:</b> Art.13. (1) The non-fulfilment of the invoice payment obligation as stipulated under in par. (5) of Art. 5 / Art.51, par. (5), letter b) shall incur:</p>

g) delay penalties related to the unpaid amount, equal to the delay interest due for the non-payment in due time of the budgetary obligations, for each day of delay, starting with the 91st calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in the case of the non-fulfilment of the payment obligation within 90 calendar days from the maturity date

h) in case of failure to meet the payment obligation, the limitation / interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 90 calendar days.

(2) If the due date or the day following the grace period is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.

Art. 14

(1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the applicable laws, TSO shall be entitled to request and receive an amount equal to 0,5% of the value of gas, expressed as energy units, delivered at NTS entry and of a quality non-compliant with the applicable laws; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfil the relevant obligations as well as any other obligations established by this Contract.

Art. 15.

If, upon TSO request, the NU does not voluntarily return / does not use the facility of booked and not used capacity transfer thus the mandatory capacity transfer being applied, the NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.

Art. 16.

(1) NU shall be entitled to request and receive:

j) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.

k) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does

	<p>not keep at NU's disposal the entire transmission capacity booked by the latter.</p> <p>1) an amount equal to 0,5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the applicable laws, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;</p> <p>(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfil the obligation of transmission services provision as well as any other obligations established by this Contract.</p>
<p>Payment terms and modalities</p>	<p>Art.5</p> <p>(1) The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p> <p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, until the 15th of the month following the one for which the transmission service was supplied, separate invoices (hereinafter 'monthly invoices ") drawn up based on the final allocations, respectively:</p> <p>e) an invoice related to the transmission services supplied for the previous months, set based on the final allocations;</p> <p>f) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p> <p>g) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable</p> <p>h) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p> <p>(5) The payment of the invoices issued under the provisions of the Network Code is within 90 calendar days from the date the invoices are issued.</p>

	<p>If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date the total respective amounts enter the account of the transmission system operator.</p>
<b>Contracting Parties</b>	concluded between <b>SNTGN Transgaz SA</b> and <b>SOCIETATEA COMPLEXUL ENERGETIC HUNEDOARA SA</b>
Contract conclusion date and nature	<b>Contract no. 9/2016</b> (period 1 October 2016 – 1 October 2017)
Contract conclusion date and nature	Transmission services supply
Contract scope	<b>3.576.994,48</b> -Estimated amount of the legal act VAT included (LEI)
Mutual debts	-
Stipulated penalties and guarantees provided	<p><b>Guarantees:</b></p> <p>Art. 10.</p> <p>(1) For the purpose of fulfilling their obligations under the contract, either party shall establish a guarantee for the other party in accordance with the Network Code.</p> <p>(2) For fulfilling the obligation under paragraph (1) of this Article, the TSO shall provide the credit rating.</p> <p>The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on the submission of a credit rating issued by a rating agency agreed by both parties, equivalent with that of Transgaz SA.</p> <p>(3) The payment guarantee in amount of 368.277,46 lei representing 25% of the countervalue of the firm and uninterruptible transmission capacity booked over the entire contract duration, calculated based on the regulated tariffs, shall be a letter of bank guarantee or shall be established in cash as a guaranteed account (collateral deposit) and shall be valid 60 calendar days from contract expiration.</p> <p>(4) The financial guarantee shall be activated by the parties within 48 hours from the agreement and signature of the transmission contract.</p> <p>(5) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the damage incurred, unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.</p> <p>(6) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.</p> <p>(7) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.13, paragraph (1), letter a).</p>

(8) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee according to paragraph (3) of this Article, within 5 days from execution.

(9) The Network User shall not provide the guarantee instrument also if it pays in advance the monthly countervalue of the capacity booked.

**Penalties:**

**Art.13.**

(1) The non-fulfilment of the invoice payment obligation as stipulated under in par. (5) of Art. 5 / Art.51, par. (5), letter b) shall incur:

i) delay penalties related to the unpaid amount, equal to the delay interest due for the non-payment in due time of the budgetary obligations, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in the case of the non-fulfilment of the payment obligation within 15 calendar days from the maturity date

j) in case of failure to meet the payment obligation, the limitation / interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days provided in letter a) in case of non-fulfilment of the payment obligation.

(2) If the due date or the day following the grace period is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.

**Art. 14**

(1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the applicable laws, TSO shall be entitled to request and receive an amount equal to 0,5% of the value of gas, expressed as energy units, delivered at NTS entry and of a quality non-compliant with the applicable laws; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfil the relevant obligations as well as any other obligations established by this Contract.

**Art. 15.**

	<p>If, upon TSO request, the NU does not voluntarily return / does not use the facility of booked and not used capacity transfer thus the mandatory capacity transfer being applied, the NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.</p> <p>Art. 16.</p> <p>(1) NU shall be entitled to request and receive:</p> <p>m) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.</p> <p>n) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter.</p> <p>o) an amount equal to 0,5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the applicable laws, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;</p> <p>(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfil the obligation of transmission services provision as well as any other obligations established by this Contract.</p>
<p>Payment terms and modalities</p>	<p>Art.5</p> <p>(1) The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p> <p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, until the 15th of the month following the one for which the transmission service was supplied, separate invoices (hereinafter 'monthly invoices ") drawn up based on the final allocations, respectively:</p> <p>e) an invoice related to the transmission services supplied for the previous months, set based on the final allocations;</p> <p>f) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p>

	<p>g) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable</p> <p>h) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p> <p>(5) The payment of the invoices issued under the provisions of the Network Code is within 15 calendar days from the date the invoices are issued. If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date the total respective amounts enter the account of the transmission system operator.</p> <p>(*)Art.5<sup>1</sup></p> <p>The network user will pay to the transmission system operator the amounts related to the rendered firm and interruptible transmission services, calculated based on the regulated transmission tariffs.</p> <p>(2) The network users will pay the transmission system operator, as appropriate, the extra amounts provided in the network code.</p> <p>(3) The tariffs referred to in para. (1) and (2) are set out in Annex. 1 to the contract.</p> <p>(4) The TSO will submit to the NU, separate invoices (hereinafter 'monthly invoices') drawn up for each month, respectively:</p> <p>a) the first invoice, representing an advance payment, issued for the value of the booked capacity, until the 25th day of the month preceding the delivery month;</p> <p>b) an invoice related to the transmission services supplied for the previous months, set based on the final allocations, by means of which the initial advance invoice will be regulated;</p> <p>c) an invoice related to the final daily imbalances, for the previous month whose amount was calculated in line with the methodology provided in art. 102<sup>2</sup> and 102<sup>4</sup> of the Network code;</p> <p>d) an invoice related to the amount of the tariff for exceeding the booked capacity, calculated in accordance with Art. 99 and/or the amount of the tariff for failure to ensure the capacity booked, calculated in accordance with the provisions of Art. 101 of the Network code, if applicable</p> <p>e) an invoice related to the amount of the additional capacity, calculated in line with the provisions of art. 51 of the Network Code, resulting after the nomination by the NU in an entry/exit point in out of the NTS.</p>
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	<p>(5) The payment of the invoices issued in line with the provisions of par (4) is made as follows:</p> <p>a) the invoices issued in line with the provisions of par (4) let. a) until the last day of the month preceding the delivery month;</p> <p>b) the invoices issued in line with the provisions of par (4) let.b)-e) within 15 calendar days from the issue date of the invoices.</p> <p>If the due date is not a business day, the deadline is set on the next business day.</p> <p>(6) The payment obligation is considered to be fulfilled on the date those total amounts enter the account of the transmission system operator.</p> <p>(*) To be applied if the option of advance payment is selected.</p>
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**DIRECTOR GENERAL**  
**PETRU ION VADUVA**