

## Master agreement

between

Thyssengas GmbH  
Emil-Moog-Platz 13  
44137 Dortmund  
Germany

- hereinafter “**Thyssengas**“ -

and

\_\_\_\_\_  
Name of supplier

\_\_\_\_\_  
Street, no.

\_\_\_\_\_  
Postal code, town/city

- hereinafter “**Supplier**“ -

- hereinafter together the „**Contractual Partners**“ and separately the “**Contractual Partner**” -

concerning the supply of fuel gas

PDF to: [Ausschreibung@thyssengas.com](mailto:Ausschreibung@thyssengas.com)

**version as of 16.01.2024**

(This English version of the master agreement is merely a non-binding translation.)

## **Section 1 Object of this master agreement**

1. This “**master agreement concerning the supply of fuel gas**” regulates the relationship between the Supplier and Thyssengas, particularly on the basis of the respective “**individual contract under the master agreement concerning the supply of fuel gas**” (hereinafter “**Individual Contract**”) which regulates the details of the delivery. The conclusion of several Individual Contracts is possible.
2. In this master agreement, fuel gas is used as a generic term for both natural gas and bio-gas. The respective gas quality is specified in the respective Individual Contract.

## **Section 2 Obligation to perform**

1. The Supplier will provide Thyssengas with the fuel gas quantity according to the timetable set out in the Individual Contract.
2. The Supplier is obliged to provide and deliver the fuel gas quantity at the transfer point agreed in the Individual Contract.
3. Thyssengas is obliged to purchase and take over the fuel gas quantity at the transfer point agreed in the Individual Contract.

## **Section 3 Surrender and transfer**

1. The fuel gas quantities pursuant to Section 2 No. 1 will be surrendered and appropriated at the agreed transfer point to Thyssengas accepting them. The Supplier will bear all costs, risks and liability up to the transfer point associated with the transfer of the fuel gas quantities. Thyssengas bears the associated costs, risks and liability at and from the transfer point.
2. The fuel gas quantities are transferred between the balancing groups designated in the Individual Contract.
3. The Supplier ensures that the fuel gas quantities transferred at the transfer point are physically fed into the respective market area. Thyssengas will ensure that the quantities of fuel gas transferred at the transfer point are physically discharged from the relevant market area.

## **Section 4 Fees and taxes**

1. Thyssengas pays the Supplier for the delivered fuel gas quantities the price agreed in the Individual Contract.
2. The fees are increased by the value added tax at the respective statutory rate.
3. Thyssengas is registered as a supplier of natural gas at the main customs office in Dortmund in accordance with Section 38 para. 3 of the German Energy Tax Act and pays the energy taxes to the main customs office itself. Thyssengas is responsible for the quantities of fuel that Thyssengas brought into circulation within the meaning of the Fuel Emissions

Trading Act when the energy tax was incurred. Taxes and levies in connection with the above-mentioned regulations are not part of the Supplier's statement of accounts with Thyssengas.

## **Section 5 Billing and payment conditions**

1. Until the 10th working day of the following month, the Supplier will issue Thyssengas with a statement of accounts detailing the gas delivered during the previous month. The statement of accounts also shows the fees in accordance with Section 4 and the applicable value added tax at the respective statutory rate. The statement of accounts is issued in Euro, rounded to two decimal places.
2. Thyssengas will remit the payment to the Supplier's account until the 10th working day following receipt of the statement of accounts in accordance with No. 1.
3. Objections to the correctness of the statement of accounts shall be made immediately, in any case at least two weeks after receipt of the statement of accounts. Any objections regarding errors which cannot be recognized by Thyssengas through no fault of its own can also be raised after the expiry of the aforementioned deadline immediately after Thyssengas has become aware of grounds for objection. In the event of an obvious miscalculation, the amount shown in the statement of accounts may be adjusted by the amount of the deficiency in question, accompanied by a written explanation of the adjustment made.
4. Each Contractual Partner may offset its undisputed or res judicata claims against those claims established under this agreement. Furthermore, the Contractual Partners may offset claims under this agreement only against those claims arising from this agreement or other contracts existing between the Contractual Partners.

## **Section 6 Force majeure**

1. Insofar and for as long as a Contractual Partner is hindered by force majeure from performing its obligations under the relevant contract, this Contractual Partner shall be released from the fulfilment of its obligations.
2. Force majeure is an unforeseeable, external event, that cannot be averted or averted in time, even through the application of reasonable due care and technically and economically reasonable means. Such events include natural disasters, effects of pandemics (even if the pandemic was already known before the start of the respective process, such as Covid-19), terrorist attacks, power failures, the failure of telecommunications lines, strikes and lock-outs insofar as the lock-out is lawful, and statutory regulations or measures imposed by governments or the courts or by public authorities (regardless of lawfulness).
3. The Contractual Partner affected by force majeure will notify the other Contractual Partner without delay of the occurrence of the force majeure event, and its foreseeable duration.

## **Section 7 Data protection and confidentiality**

1. The Contractual Partners are duty bound to treat as confidential and in compliance with the applicable data protection laws, in particular EU GDPR, all the information received in

connection with this contract. This does not apply to that information, which is either in the public domain, or which is bound to be disclosed by way of a legal regulation or an order issued by a court of law or public authority.

2. The obligation of non-disclosure shall end 5 years following the end of the contract.

## **Section 8 Liability**

1. The Contractual Partners shall be liable for death or personal injury, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither deliberately nor negligently.
2. For the infringement of material contractual obligations, the Contractual Partners shall be liable for material damage and financial loss, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither deliberately nor negligently. In the case of material damage or financial loss caused by slight negligence, the Contractual Partners' liability shall be limited to the foreseeable damages typical for this type of contract.
3. For the infringement of non-essential contractual obligations, the Contractual Partners shall be liable for material damage and financial loss, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither intentional nor grossly negligent.
4. Thyssengas shall not be liable for financial loss caused by measures according to Section 16 para. 2 German Energy Industry Act (EnWG). Measures pursuant to Section 16 para. 2 EnWG particularly include those taken to secure the supply of gas to domestic customers in accordance with Section 53a EnWG.
5. Any liability on the part of the Contractual Partners according to the strictly applicable regulations of the German Liability Act and other legal provisions shall remain unaffected, whereby the obligation to compensate material damage in accordance with Section 2 German Liability Act is excluded vis-à-vis public law entities, public law special funds and merchants (in the meaning of the law) in relation to any transaction connected with their commercial enterprise.
6. No's 1 to 5 likewise apply in favour of the statutory representatives, employees, company and vicarious agents of Thyssengas and – No. 4 excepted – the Supplier.

## **Section 9 Termination for cause and withdrawal of pre-qualification**

1. For cause (material reason) this contract may be terminated. A material reason is established particularly if the Contractual Partner repeatedly infringes its contractual obligations, if compulsory enforcement proceedings are initiated against it or if the supplier's pre-qualification has been withdrawn.
2. Termination for cause must be notified in writing.
3. Termination for cause of this contract is also (a) a material reason for the withdrawal of pre-qualification and (b) good cause to terminate the respective individual contracts.

4. Possible rights of termination agreed in the individual contract remain unaffected.

### **Section 10 Economic clause**

This contract is based on the economic, legal, competitive and technical circumstances existing at the time of its conclusion. In the event of a fundamental change to these circumstances, with the consequence that it no longer is tenable to expect one of the Contractual Partners to maintain one or more contractual provisions, the Contractual Partner affected may demand that the other agrees to a corresponding modification of the contractual provisions.

### **Section 11 Severability clause**

1. If any of the provisions of this agreement are or become ineffective or unenforceable, this shall not prejudice the effectiveness of the remaining provisions.
2. The Contractual Partners undertake to replace any ineffective or unenforceable provision with an effective or enforceable one, which must closely achieve the economic objective of the original. This correspondingly applies to gaps in the provisions.

### **Section 12 Legal venue and applicable law**

1. All disputes arising from this contract shall be resolved before the court of law with jurisdiction. The legal venue is Dortmund.
2. This contract shall be governed solely by the law of the Federal Republic of Germany excluding the referring rules of private international law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

### **Section 13 Language, contractual amendments and written form**

1. The English version of this master agreement serves only for informational purposes, in case of any discrepancies between the German and the English version hereof, the German version shall prevail.
2. Thyssengas is, at any time, entitled to amend this master agreement, effective for the future. Individual Contracts that have already been concluded remain unaffected by this change. For these, the version of the master agreement valid at the time the Individual Contract was concluded continues to apply.
3. Thyssengas is entitled to amend this master agreement with immediate effect insofar as an amendment is necessary in order to satisfy applicable laws or legal decree and/or the binding legal stipulations of national or international courts and authorities, especially the determinations of the German Federal Network Agency ("Bundesnetzagentur") and/or the generally accepted technological standards. These changes also apply to Individual Contracts that have already been concluded. In such a case Thyssengas will inform the Supplier about the new master agreement. If the amendment to a current contract results in material economic detriment to the Supplier, it shall be entitled to unilaterally terminate the relevant contract. In order to terminate the contract, the Supplier must issue a written declaration to

Thyssengas and describe the material economic detriment within 10 working days following the information by Thyssengas about the amended terms. The Supplier shall not be entitled to compensation. A unilateral termination of the master agreement leads simultaneously to a termination of all existing individual contracts.

4. Other amendments and/or additions to this contract than those pursuant to No. 2 and 3 must be made in writing according to Section 10 No. 2 of the “terms for the pre-qualification and tendering procedure of Thyssengas” in order to be valid. This applies equally for amendments to this provision requiring use of the written form.

#### **Section 14 Contractual term**

The contract begins with conclusion of the contract and shall be valid for an unlimited period. The contract can be terminated at any time with effect for the future. Individual Contracts that have already been concluded remain unaffected by the termination. The contract remains valid for them.

\_\_\_\_\_, \_\_\_\_\_  
Place Date Dortmund, date \_\_\_\_\_

\_\_\_\_\_  
Signature of the Supplier Thyssengas GmbH