

General terms and conditions for agreements on connection and delivery of Natural gas and biogas - Private market

Revised 01.03.2023

1. Parties and subject matter of the Agreement

These General Terms and Conditions apply to the connection and delivery of natural gas and biogas between private customers. (Buyer) and Molgas Norway AS (Seller). The person(s) who are the landowner, facility owner and user of the facility at any given time are also bound by the General Terms and Conditions, insofar as they are relevant. The buyer must inform the informed parties of this. The Buyer is obliged to notify the Seller in writing as soon as possible of the new landowner, facility owner and user. The agreement based on these General Terms and Conditions may be terminated by either party with 14 days' notice. For the Seller, this applies if the possibility of deliveries ceases.

2. Agreement documents

The contractual relationship between the parties consists of these General Terms and Conditions. The provisions of the General Terms and Conditions shall prevail in the event of any conflict prior to all prior agreements and shall enter into force from

01.06.2017.

3. Definitions

Gas price means the price of delivered gas/energy. The delivered gas volume is measured in Standard cubic metres (Sm³).

Natural gas means a mixture of hydrocarbons, mainly methane, with some other lower alkanes, cf. also the description in the Safety Data Sheet available at www.molgasenergy.com

Biogas is a collective term for the gases methane and carbon dioxide that occur when organic material rots.

Duties means taxes, duties, duties, fees or other remuneration imposed by public bodies or authorities.

Third party means a party that is not a party to the Delivery Agreement.

Written notice means any communication between the Parties by means of e-mail, memorandum, letter, etc.

4. Point of connection

The connection point is a shut-off valve that is mounted on the Buyer's outer wall in the subscriber cabinet by meter, where the pressure is taken down from 4 bar.

The connection point is the interface between the Seller's facility and the Buyer's facility, and defines the boundary of the parties' ownership rights and operational/maintenance responsibilities. Further description ref. point 5.

5. Gas networks in the ground, trenches and work in the vicinity of gas pipelines

Construction, excavation or other terrain changes may not be carried out over the gas network and the safety zone without written instructions and permission from the Seller. If the Buyer's needs make it necessary to move the gas network or subscription to another location on the property, or the Buyer wishes to remove the Seller's facilities, the Buyer has the right to demand that the person designated by the Seller carry out the move/removal at the Buyer's expense. Reservations are made that it is technically possible to carry out such relocation/removal. The Seller has the right to move the facility at its own expense, if the Seller needs this. The Seller shall give the Buyer prior written notice of this, and reasonable consideration shall be given to the Buyer's interests.

The above rights and obligations apply even if the supply of natural gas and biogas ceases, for whatever reason. More information about construction and excavation in the vicinity of the gas pipeline can be found on www.molgasenergy.com

6. Seller's facility

The Seller has ownership rights and operation and maintenance responsibility for the gas network up to the Connection Point, in addition to the subscriber itself. The subscriber cabinet can consist of, among other things, a meter, a shut-off valve and a pressure regulator. The Buyer is obliged to give the Seller access to the necessary area for installation, control, operation, maintenance and repair of the gas network and subscriber cabinets. Reasonable consideration shall be given to the Buyer's interests when performing such work. The Buyer is not entitled to make any kind of intervention in the Seller's facility, unless it is necessary to prevent damage or danger. The Buyer must immediately notify the Seller of any interventions. The Seller is not responsible for faults and deficiencies in the gas network or subscription when this is due to circumstances on the Buyer's side.

7. Buyer's Facility

The Buyer has ownership rights and operation and maintenance responsibility for its facility from the Connection Point, in accordance with the regulations in force at any given time regarding such facilities. In the event of a fault or defect in the Buyer's system, the Buyer shall immediately notify the Seller and ensure that the necessary repairs and corrections are made as soon as possible. Unless otherwise agreed, the Buyer's facility shall always be in such condition that the Seller can carry out the agreed delivery. The Seller is free from any liability resulting from errors and defects in the Buyer's facilities. The Seller shall have access to the Buyer's facility for inspection.

8. Delivery

The Seller shall deliver natural gas and biogas to the Buyer in accordance with the General Terms and Conditions in force at any given time. The obligation to deliver and receive delivery lapses if there is an impediment beyond a party's control and which the party could not reasonably be expected to take into account or avoid or overcome the consequences of. The seller has the right to temporarily stop gas

delivery, if necessary, for example when laying new routes, connecting new customers, carrying out maintenance work and repairs. The Seller shall give the Buyer advance notice of this in an appropriate manner, and reasonable consideration shall be given to the Buyer's interests. The buyer is not entitled to any compensation in the event of such a temporary stop.

9. Meter reading

The buyer is obliged to take a reading of the meter. The Seller can check the Buyer's reading with random checks. The Seller shall be given the opportunity to carry out the reading if the Buyer does not carry out the reading himself. In the event of failure to notify, the Seller determines a discretionary consumption based on the Buyer's previous consumption in the corresponding period. If this cannot be determined, the average consumption of similar plants is used. The same applies if the meter shows deviations from the actual consumption during inspection, or if the meter has not worked. In case of failure to report the meter reading, even after repeated reminders, the Seller will carry out a check of the reading for a fee.

10. Shutdown

If payment has not been made by the due date or the Buyer has otherwise materially breached its obligations, the Seller may suspend delivery to the Buyer after prior notice. The Buyer must inform the Seller within the deadline specified in the notice if closing may entail a risk to life, health or significant property damage. If a shutdown has taken place, the delivery will only resume when all debts to the Seller have been paid, a repayment agreement has been entered into or any other reason for the shutdown no longer exists, and the Seller's costs for reconnection have been paid. In addition, the Buyer may be required to prepay gas consumption for up to 6 months in the event of repeated breach of its obligations.

11. Price and change of price

The price for establishment, connection and delivery follows the standard pricing model in force at any given time. The current prices for the Buyer are available on Gasnor's website. The pricing model consists of a fixed annual price that accrues regardless of consumption, and a fixed price per Sm³ Buyer uses. The price to the Buyer is stated including current public taxes, which as of today are VAT and CO₂ tax. Changes in public fees or the introduction of new public fees or taxes will result in a corresponding change in the price from the time the authorities decide, regardless of the notification deadline.

12. Invoicing and payment

Invoicing and payment always follow the Seller's current invoicing routines and payment terms. If the invoice is not paid by the due date, interest on overdue payments will accrue in accordance with the Act on Interest on Late Payment, as well as reminder fees and costs under the debt collection legislation.

13. Defects and complaints

A defect exists when the gas supply does not correspond to what is stated in the General Terms and Conditions. A defect does not exist if the interruption in gas delivery is due to circumstances on the Buyer's side. If there is a defect, the Buyer may demand rectification, proportionate price reduction, compensation or withhold payment. The buyer cannot withhold more than what will obviously provide

satisfactory security for the claim. The Buyer loses his/her right to assert a defect if the Buyer does not, within a reasonable time after he/she discovered or should have discovered the defect, notify the Seller in writing of what the defect concerns or how it is expressed.

14. Correction

The Seller has the right and obligation to rectify a defect at no cost to the Buyer when the defect is due to circumstances on the Seller's side. Correction must be made within a reasonable time after the Buyer has complained

15. Elevation

If one of the parties materially breaches the provisions of the General Terms and Conditions, the other party may terminate the contractual relationship with immediate effect.

16. The buyer's duty to limit losses and contributory liability

The buyer must use reasonable measures to limit its loss. If the Buyer has contributed to the damage, the Seller's liability shall be reduced or eliminated. The same applies if the Buyer has not to a reasonable extent failed to do so or reduced the risk of damage. The buyer is responsible for ensuring that their own equipment, including heating equipment, is turned on again when delivery begins after an interruption. Damage to the Seller's facilities must be notified to the Seller as soon as possible. Any measures that the Buyer wishes to implement to limit the damage or remedy the consequences of this, must be notified and clarified with the Seller in advance, if possible. If the Buyer neglects the obligations and the extent of the damage is increased for this reason, the Buyer must bear the corresponding part of the loss.

17. Relocation, rental and liquidation

When moving or renting out a home, General Terms and Conditions shall be transferred to the new Buyer. The Buyer is obliged to send the Seller written notice of change of ownership/rental and liquidation. The Buyer is responsible to the Seller for the new Buyer's gas consumption until the Seller has received written notification of a change of ownership/rental. Before the transfer can be carried out, the Buyer's financial balance with the Seller must be settled. Notification of change of ownership/rental and liquidation is registered on www.gasnor.no

18. Amendments

The seller may make changes to these General Terms and Conditions or change the price in accordance with section 11. Changes to be announced with 14 days' notice in an appropriate manner.
