

## AS Eesti Gaas Terms for ensuring balance responsibility

Valid from: 01.04.2021

Unofficial translation

AS Eesti Gaas (hereinafter Eesti Gaas) has specified the terms for ensuring balance responsibility (hereinafter the Terms) in accordance with the Natural Gas Act (*Maagaasiseadus*, hereinafter MGS) and legislation enacted on the basis thereof (incl. Network Code on the Operation of the Gas Market, *gaasituru toimimise võrgueeskiri*, hereinafter GVE), based primarily on the following principles:

- a) Balance responsibility is the obligation of each market participant to ensure a equivalence between the quantity of gas actually consumed by market participant and the quantity of gas agreed by the market participant (§ 11 (1) and (9) of the MGS).
  - b) Each market participant must have one open supplier (§ 12 (3) of the MGS), who as a rule is the balance provider of the market participant.
  - c) If a market participant does not hold an open supply contract, their open supplier, until conclusion of a new contract, is deemed to be the network operator to whose network their point of consumption is connected or the seller appointed by the network operator (§ 11 (1) and (3) of the GVE). The seller appointed by AS Gaasivõrk is Eesti Gaas.
  - d) An open supplier who does not hold an open supply contract cannot operate in the gas market (§ 11 (2) of the GVE).
1. Eesti Gaas ensures the balance of a market participant who has entered into an open supply contract with Eesti Gaas. Eesti Gaas generally enters into an open supply contract with consumers and gas undertakings operating as network operators or producers.
  2. In addition, Eesti Gaas ensures a balance to consumers who consume gas through AS Gaasivõrk's distribution network without an open supply contract, based on the AS Eesti Gaas' [standard terms of sale of natural gas to household customers](#).
  3. Eesti Gaas settles the balance of each market participant on the basis of the information from the data exchange platform (*andmevahetusplatvorm*, hereinafter AVP), taking into account the fixed supply quantities of the market participant which have been notified to Eesti Gaas.
  4. The market participant must plan its fixed supply quantities so that they do not exceed the market participant's actual consumption.
  5. Unless otherwise agreed in the contract, the market participant whose balance is maintained by Eesti Gaas is obliged to notify Eesti Gaas of the fixed supply, based on the following principles:
    - 5.1. Eesti Gaas shall be notified of the fixed supply contracts and the quantities of Gas purchased as a fixed supply as soon as possible, but not later than 14 calendar days before the start of the fixed supply month.
    - 5.2. Eesti Gaas shall be notified of the fixed supply by balance periods.
    - 5.3. If the market participant has not reported the distribution of the fixed supply quantity into balance periods, the fixed supply quantity reported for the delivery month shall be distributed equally between the balance periods.
    - 5.4. the market participant shall submit notifications related to the fixed supply to the e-mail address [kogused@gaas.ee](mailto:kogused@gaas.ee).
  6. If a market participant purchases gas in addition to an open supply as a fixed supply and it has not been agreed in the open supply contract, it is considered to be a deviation from the balance.

7. If the market participant has a balance deviation, in order to ensure the market participant's balance Eesti Gaas shall sell to the market participant or buy from the market participant gas at the following prices and provides a balance for the following fee, unless agreed otherwise in the contract:
  - 7.1. the price of gas sold to a market participant to ensure the balance is: the price of balance gas sold by the system operator x 1.1 EUR/MWh, but not less than the price agreed in the contract.
  - 7.2. The price of gas purchased from a market participant to ensure the balance is: the price of balance gas purchased by the system operator x 0.9 EUR/MWh, but not higher than the price agreed in the contract.
  - 7.3. the balance management fee is the amount of Gas purchased as fixed supply (MWh) x the price of balance gas sold by the system operator (EUR/ MWh) x 0.05.
8. In the contract may be agreed that Eesti Gaas has the right to limit the consumption of gas by a market participant in order to mitigate the effects of a supply disruption.
9. Detailed terms and conditions for ensuring balance responsibility are agreed between Eesti Gaas and the market participant in an open supply contract and they may differ from these Terms.
10. These terms are valid from 01.04.2021.