**Gas Transportation Agreement**   
(Midwest Pipelines: [Shipper])

Date

This agreement is dated on the date it is signed by the last party to do so.

Parties

|  |  |
| --- | --- |
| **Transporter** | **Mid-West Pipeline Pty Ltd** (ACN 653 012 714)and **Regional Power Corporation (trading as Horizon Power)** (ABN 57 955 011 697) |
|  |  |
| *Address for service* | Independent Manager, Mid West Pipelines JV, 29 Drummond Crescent, Duncraig WA 6023 or as notified by Transporter to Shipper from time to time  Copy to: Admin Manager, Mid-West Pipeline Pty Ltd, 239 Planet Street, Welshpool, WA 6016 or as notified by the Transporter to Shipper from time to time |
|  | Copy to: Manager, Energy Trading, Horizon Power, 18 Brodie Hall Drive, Bentley WA 6102 or as notified by the Transporter to Shipper from time to time |
| *Transporter’s Representative* | Independent Manager, Mid West Pipelines JV |
| *Email* | mark@cgeconsultants.com.au |
| **Shipper** | **[Shipper Name]** |
| *ABN* | [Shipper ABN] |
| *Address for service* | [Shipper Address] |
| *Address for invoices* | [Shipper Address] |
| *Shipper’s Representative* | [Shipper Representative] |
| *Email* | [rep@shipper] |

Details

|  |  |  |
| --- | --- | --- |
| **Pipeline** | Midwest Pipeline | |
| **Jurisdiction** | Western Australia | |
| **Commencement Date** | [Date]. | |
| **Term** | The period commencing on the Commencement Date and ending, subject to this Agreement, on that day which is [X] years after the Commencement Date. | |
| **Services** | Firm Service | |
| **Base Contract MDQ** [Note: Contract MDQ may be increased for a Day in accordance with clause 27.6] | [xxx] GJ/Day. | |
| **Rates** [Note: these Rates are GST-exclusive and are escalated in accordance with clause 6.21. Rates apply to all Segments unless otherwise indicated.] | **Capacity Rate** | $x.xx per GJ |
| **Throughput Rate** | $x.xx per GJ |
| **Overrun Rate** | 200% of the applicable Rate (such as the Capacity Rate, Throughput Rate Short Term Capacity Rate, Day Ahead Capacity Rate, Within Day Capacity Rate or Interruptible Rate) for the Service to which the Overrun Quantities relate |
| **Imbalance Rate** | 130% of Capacity Rate |
| **Rate Set Date** | *1 April 2019* | |
| **Minimum Bill** [Note: this is GST-exclusive and is escalated in accordance with clause 6.21] | Not applicable | |
| **Specific Imposts** [See clause 6.22] | Levies charged under the *Petroleum and Geothermal Energy Safety Levies Act 2011* (WA) and any successor legislation for regulatory services. | |
| **Nomination Deadline** | 2:30 pm Australian Western Standard Time on the Day prior to the Day to which the Nomination relates (or such later time as Transporter advises Shipper in writing from time to time). | |
| **Imbalance Allowance** | For a Day, the greater of either 8% of Operational MDQ or the quantities of Gas Scheduled by Transporter for delivery at all Delivery Points on that Day. | |
| **Gas Specification** | The gas specifications published by Transporter from time to time in respect of the Pipeline into which the gas is received or from which the gas is delivered (as applicable), which must comply with all applicable Laws. Until otherwise advised by Transporter, the gas specifications are available at [ref]. | |
| **Heating Value Amount** | The value (in MJ/m3 ) advised by Transporter from time to time in respect of the relevant Pipeline. | |
| **MHQ Factor** | 1.0 | |
| **Invoice Date** | On or before the 10th day of each Month. | |
| **Payment Date** | Within 14 Days after the receipt by Shipper of Transporter’s valid tax invoice. | |
| **Non-Financial Default** [see definition in clause 1.1] | [TBD]. | |
| **Credit Support** | A bank guarantee in favour of Transporter, issued in a form and by a financial institution reasonably acceptable to Transporter, for the amount of $x. | |
| **Third Party Claimants** | Third Party Claimants of Transporter:  Transporter’s Related Bodies Corporate  Third Party Claimants of Shipper:  Shipper’s Related Bodies Corporate  Third Party Claimants of Operator:  Operator’s Related Bodies Corporate | |
| **Liability Cap** [expressed in $] | (a) Subject to paragraph (b), in any Year of the Term the Liability Cap is $x  (b) The Liability Cap in aggregate over the Term is $ x. | |

Special Conditions

**1 Additional definitions**

These definitions apply unless the context requires otherwise.

**Joint Venture Agreement** means the agreement dated 13 January 1999 between Electricity Corporation trading as Western Power Corporation (the predecessor corporation of Regional Power Corporation), APT Pipelines (WA) Pty Limited (then called AGL Pipelines (WA) Pty Limited and APT Pipelines Limited (then called AGL Pipelines Limited), establishing an unincorporated joint venture for the construction, ownership and operation of the Pipeline and any extension to it.

**Mid-West LNG Project** means the LNG infrastructure to be built by the Shipper at Mt Magnet in the Mid-West region of Western Australia.

**Operator** means APT Goldfields Pty Ltd or such other entity appointed as Operator of the Pipeline or Pipelines under the relevant Pipeline Licences.

**Owner** means each of the following severally:

### Mid-West Pipeline Pty Ltd; and

### Regional Power Corporation,

and their respective successors and assigns.

**Owner’s Percentage Interest** means the proportion (expressed as a percentage) in which each Owner owns the Pipeline in accordance with the Joint Venture Agreement, which at the date of this Agreement is 50% for Mid-West Pipeline Pty Ltd and 50% for Regional Power Corporation.

**Related Body Corporate** has the same meaning as in section 50 of the Corporations Act 2001 (Cth).

2 Relationships between Parties

**2.1 Obligations of Owners**

Each Owner:

(a) is a joint venturer in the “Mid West Pipelines Joint Venture” in accordance with the Joint Venture Agreement; and

(b) owns the Pipeline as tenant in common with the other Owner in its respective Owner’s Percentage Interest,

and each Owner enters into this Agreement as the Transporter and each is liable as the Transporter under this Agreement, but only to the extent of the portion of the liability equal to the Owner’s Percentage Interest and that liability is several, not joint or joint and several.

**2.2 Notice of Changes**

Transporter must notify the Shipper promptly of any change in any Owner’s Percentage Interest. Until notification is given, Shipper must deal with Transporter as if no such change has occurred.

Table of Receipt Points and Delivery Points

**Receipt Point**

| **Name** | **Location** | **Pressure (kPa)** | **MDQ (GJ/Day)** | **MHQ (GJ/Hour)** |
| --- | --- | --- | --- | --- |
| Eradu Receipt Point | Outlet flange of the off-take station from the Dampier to Bunbury Natural Gas Pipeline (DBNGP) to the Midwest Pipeline | Minimum of 7,000 kPa | Base Contract MDQ | Base Contract MDQ/24 x MHQ Factor |

**Delivery Point**

| **Name** | **Location** | **Pressure (kPa)** | **MDQ (GJ/Day)** | **MHQ (GJ/Hour)** |
| --- | --- | --- | --- | --- |
| TBA | TBA | [X] kPa | Base Contract MDQ | Base Contract MDQ/24 x MHQ Factor |

**Signing page**

**Executed** as an agreement

|  |
| --- |
| Executedby **Mid-West Pipeline Pty Ltd**by its authorised representative |
|  |
| Witness Signature |  | Authorised Representative Signature |
|  |  |
| Print Name and Position | Print Name and Position |
|  |
| Date |

|  |  |  |
| --- | --- | --- |
|  | The Common Seal of **Regional Power Corporation trading as Horizon Power** is hereby affixed pursuant to section 135(2) of the *Electricity Corporations Act 2005* (WA) in the presence of: | |
| *sign here* ► |  |  |
|  | Director/ Chief Executive Officer/Executive Officer |  |
| *print name* |  |  |
| *sign here* ► |  |  |
|  | Director |  |
| *print name* |  |  |

|  |
| --- |
| Executedin accordance with section 127 of the *Corporations Act 2001* (Cth)by **[Shipper]** |
|  |
| Director Signature |  | Director/Secretary Signature |
| **[Name]** | **[Name]** |
| Print Name | Print Name |
|  |
| Date |

Standard Conditions

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# 

# Definitions and interpretation

## Definitions

These definitions apply unless the context requires otherwise.

**Abatement** means activities undertaken for the purpose of reducing, or reducing the growth in, the emission of Greenhouse Gases including (without limitation) the development, acquisition, modification, repair, replacement, use or exploitation of plant, equipment, land or other assets for that purpose.

**Access Arrangement** means the access arrangement (if any) for the relevant Pipeline approved by the AER or other relevant Authority from time to time under the National Gas Law.

**Additional Delivery Point** means a delivery point on the relevant Pipeline that Transporter agrees to provide in accordance with clause 17.

**Additional Receipt Point** means a receipt point on the relevant Pipeline that Transporter agrees to provide in accordance with clause 17.

**Adjustment Date** has the meaning set out in clause 6.21.

**Adjustment Note** has the meaning set out in the GST Law.

**AEMO** means Australian Energy Market Operator Limited ACN 072 010 327.

**AER** means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act* 2010.

**Approval** means the consents, authorisations, registrations, certificates, permissions, permits, licences, approvals, registrations, determinations, administrative decisions or exemptions which are required from, by or with any Authority or under any Law (including any conditions or requirements under any of them).

**Authorised Imbalance** means one or more of the following:

### a Parking Imbalance not exceeding the Parking Allowance;

### a Loan Imbalance the absolute value of which does not exceed the Loan Allowance;

### an Imbalance caused by Shipper providing Shipper’s Line Pack Share in accordance with this Agreement; or

### an Imbalance caused by Shipper providing System Use Gas in accordance with this Agreement.

**Authority** means:

### any national, federal, state, provincial, territory or local government (and all agencies, authorities, departments, ministers or instrumentalities or any of them);

### any administrative body, judicial body, public tribunal, commission, corporation, authority, agency or instrumentality, which has jurisdiction or authority in respect of this Agreement; and

### without limiting or being limited by paragraphs (a) or (b), AER, AEMO, their successor or replacement entities and any other entities authorised under legislation from time to time to regulate, operate or administer the operations of gas pipelines or gas markets.

**Bank Bill Rate** means the one month Australian Bank Bill Swap Reference Mid Rate specified by Thomson Reuters Monitor Service Page BBSW at or about 10.00 am (Sydney time) on the first Business Day of each Month provided that if the Bank Bill Rate cannot be so determined, then Bank Bill Rate shall mean the rate (expressed as a percentage yield per annum to maturity) quoted at or about such time by Westpac Banking Corporation as the rate at which it would be prepared to purchase bills of exchange accepted by an Australian trading bank and having a tenor of 90 days and a face value of $100,000.00.

**Base Line Pack** means that part of the Line Pack which is provided by Transporter, comprising the quantity of Gas notified by Transporter to Shipper from time to time to ensure that Transporter can operate the relevant Pipeline in accordance with Good Engineering and Operating Practice.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the capital city of Western Australia.

**Calendar Year** means each period of 365 consecutive Days commencing at 8:00 am Australian Western Standard Time on 1 January, provided however, that any Calendar Year which contains a date of 29 February shall consist of 366 consecutive Days.

**Calendar Year Quarter** means each period of 3 months beginning on 1 January, 1 April, 1 July and 1 October of each Calendar Year.

**Capacity** means:

### in relation to a Receipt Point or all Receipt Points, Transporter’s actual ability or capacity to receive a quantity of Gas at a particular gauge pressure at the Receipt Point or all Receipt Points;

### in relation to the relevant Pipeline, the physical capacity of the relevant Pipeline to receive and deliver Gas at any point; and

### in relation to a Delivery Point or all Delivery Points, Transporter’s actual ability to deliver a quantity of Gas at a particular gauge pressure at the Delivery Point or all Delivery Points.

**Capacity Charge** for a Month, means the aggregate of the Capacity Charges for each Day in that Month.

**Carbon Costs** means the costs incurred from time to time by Transporter or a Related Body Corporate of Transporter under or in respect of a Greenhouse Gas Law, Abatement, Offset or Pass-Through, including (without limitation) taxes and overheads.

**Change in Control** of an entity occurs if a person who did not previously do so acquires or holds, directly or indirectly:

### securities conferring 50% or more of the voting or economic interests in the entity;

### the power to control the appointment or dismissal of the majority of the entity’s directors; or

### the capacity to control the financial or operating policies or management of the entity.

**Change in Law** means a new Law or Impost, or a change in an existing Law or Impost, which:

### takes effect after the date of this Agreement; and

### directly results in an increase or decrease in Transporter’s Relevant Costs by more than a trivial amount,

### except to the extent that it imposes new, or changes existing, income or capital gains taxes.

**Claim** means any claim, demand, remedy, suit, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation, whether arising under contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

**Confidential Information** means information (whether or not recorded in a material form) that is not publicly available and that becomes available to a Party in respect of this Agreement, including (without limitation) the terms and conditions of this Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**CPI** means the Consumer Price Index (All Groups Index for the Weighted Average Eight Capital Cities) as published from time to time by the Australian Bureau of Statistics for any quarter. If the CPI ceases to be published or the basis upon which that index is calculated is changed to such a material extent that it is no longer appropriate to be used (**CPI Event**), Shipper and Transporter must meet to endeavour to agree upon another appropriate index or indices with the intention that neither party will be materially disadvantaged or benefited by such substitution. If Transporter and Shipper are unable to agree within 30 Business Days of the CPI Event, the matter must be referred as a dispute for resolution under clause 18.

**Credit Support** means

### if Credit Support is set out in the Details, that credit support; or

### otherwise, a guarantee, indemnity or other obligation (whether or not supported by security), bank guarantee or letter of credit,

### and which is:

### a binding obligation of a third party to Transporter in respect of the obligations of Shipper to Transporter under this Agreement; and

### in form, terms and amount, and from a person, reasonably satisfactory to Transporter.

**Cumulative Imbalance**, at the end of a Day,means the quantity of Gas calculated as follows:

CI = PDCI + DI

where:

**CI** is the Cumulative Imbalance at the end of the relevant Day

**PDCI** is the Cumulative Imbalance at the end of the previous Day

**DI** is the Imbalance on the relevant Day, adjusted by the impact of an Imbalance caused by Shipper providing Shipper’s Line Pack Share or System Use Gas in accordance with this Agreement.

### The Cumulative Imbalance on the Commencement Date is zero.

**Cure Period** has the meaning set out in clause 20.2.

**Day** means a period beginning on each day at 8:00 am Australian Western Standard Time; and for 24 consecutive hours.

**Default Notice** has the meaning set out in clause 20.2.

**Default Rate** means the Bank Bill Rate plus 2% pa.

**Defaulting Party** has the meaning set out in clause 20.1.

**Delivery Points** means the Delivery Points set out in the Table of Receipt Points and Delivery Points. The term includes a reference to equipment connected to, or forming part of, the relevant Pipeline that facilitates delivery of Gas at the Delivery Points.

**Delivery Point Facilities** means all the facilities, other than those forming part of the Delivery Point, required to be located at the Delivery Points including, without limitation, all filters and conditioning equipment.

**Delivery Point MDQ** for a Delivery Point means the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Delivery Point (and, if the Table of Receipt Points and Delivery Points sets out a quantity in respect of a particular Service, the quantity for the applicable Service) or, for Additional Delivery Points, the quantity determined in accordance with clause 17.

**Delivery Point MHQ** for a Delivery Point means:

### the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Delivery Point (and, if the Table of Receipt Points and Delivery Points sets out a quantity in respect of a particular Service, the quantity for the applicable Service);

### if the Table of Receipt Points and Delivery Points for that Delivery Point does not specify a Delivery Point MHQ for that Delivery Point or for the particular Service to that Delivery Point (as applicable), the quantity of Gas Scheduled for delivery to Shipper across all Delivery Points or across all Delivery Points for the particular Service (as applicable) on the relevant Day divided by 24 and multiplied by the MHQ Factor; or

### for Additional Delivery Points, the quantity determined in accordance with clause 17.

**Delivery Point Pressure** for each Delivery Point means the relevant pressure set out in the Table of Receipt Points and Delivery Points.

**Details** mean the Details set out at the front of this Agreement.

**Direct Loss** means any Loss that is not Consequential Loss.

**Dispute Notice** has the meaning set out in clause 18(b).

**Emissions Permit** means a certificate, credit, permit, unit or similar right or instrument (however described and whether tradeable or not) required to be held, used or surrendered to satisfy a liability of Transporter or a Related Body Corporate of Transporter under a Greenhouse Gas Law.

**Escalation Factor** means CPIa ÷ CPIb, where:

* + 1. CPIa is the CPI published for the Calendar Year Quarter immediately preceding the relevant Adjustment Date; and
    2. CPIb is the CPI published for the Calendar Year Quarter immediately preceding the Calendar Year Quarter the subject of CPIa,

except that, if CPIb is greater than CPIa (**Deflation Date**), then the Escalation Factor means 1 and will remain as 1 for future Adjustment Dates until such time that CPIa for the Calendar Year Quarter immediately preceding the future Adjustment Date is greater than CPIb at the Deflation Date, at which time CPIb on that future Adjustment Date will be deemed to be the value of CPIb at the Deflation Date and the above formula will apply on that basis to determine the Escalation Factor for that Calendar Year Quarter.

**Event of Default** has the meaning set out in clause 20.1.

**Financial Adjustment** means an adjustment in the amounts payable by Shipper to Transporter under this Agreement, a lump sum payment of compensation or another form of adjustment for the Net Financial Effect resulting from a Change in Law and required to put Transporter and its Related Bodies Corporate in the position they would have been in had it not been for the Change in Law.

**Financial Default** means:

### any default by a Party in the payment of any sum due and payable to the other Party under this Agreement; or

### a Party is or becomes Insolvent.

**Financial Year** means each period from 1 July to the following 30 June (inclusive).

**Firm Transportation Agreement** means a Transportation Agreement that provides for transportation services on a firm basis, including the parts of this Agreement relating to the Firm Service.

**Firm User** has the meaning set out in clause 4.2(a)(i).

**Force Majeure Event** means any event or circumstance, or a combination of events or circumstances, which is beyond the reasonable control of a Party, which by the exercise of due diligence that Party is not reasonably able to prevent or overcome and which has the effect of preventing the Party from performing an obligation under this Agreement, including (provided that they meet the foregoing criteria):

### acts of God, including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements.

### strikes, lockouts, bans, slowdowns or other industrial disturbances;

### acts of enemy, wars (declared or undeclared), acts of terrorists, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples.

### fire or explosion.

### epidemic or quarantine.

### an order or direction of any Authority, or omission or failure to act by any Authority, or the failure to obtain or maintain any necessary Approval.

### in respect of the relevant Pipeline, and any lateral pipelines owned or operated by an Transporter Entity, and related machinery, equipment or facilities (including Interconnection Facilities and compression facilities):

#### accidents, breakdown, loss or damage; or

#### the necessity to undertake alterations, repairs or maintenance, other than routine maintenance for which notice has not been given.

The term excludes the following, however caused:

### lack of finance;

### changes in market conditions for transportation, purchase or sale of gas;

### the inability of Shipper or a person supplying gas at or upstream of the Receipt Points to provide gas at a Receipt Point for transportation under this Agreement; and

### the inability of Shipper or a person consuming the gas at or downstream of the Delivery Points to take gas.

**Gas** means gas which meets the specifications referred to in clause 10.1.

**Good Engineering and Operating Practice** means generally accepted practices, methods, acts and omissions practised in the Australian pipeline industry at the relevant time to operate, maintain and repair a pipeline, exercising reasonable judgement, lawfully, safely, reliably, efficiently and economically, having regard to the type, size, design, configuration, location and other attributes and operating conditions of the applicable pipeline.

**Greenhouse Gases** means carbon dioxide (CO2) and may also include any one or more of methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6) and other atmospheric gases recognised under the United Nations Framework Convention on Climate Change as being responsible for causing or contributing to global warming or climate change.

**Greenhouse Gas Law** meansa Law relating to the production, storage or emission of Greenhouse Gases, including (without limitation) the NGER Act.

**Gross Heating Value** means the energy produced by the complete combustion of one cubic metre of gas with air, at an absolute pressure of 101.325 kPa and temperature of 15 degrees Celsius, with the gas and air free of all water vapour, the products of combustion cooled to a temperature of 15 degrees Celsius and the water vapour formed by combustion condensed to the liquid state.

**GST** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law.

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act* *1999* (Cth).

**Hour** means a period of 60 consecutive minutes, beginning on the hour, in any Day.

**Imbalance**, in respect of a period of time, means the difference between the quantities of Gas received from or on account of Shipper at the Receipt Points and the quantities of Gas delivered to or for the account of Shipper at the Delivery Points during that period.

For any period, an Imbalance is **positive** when receipt quantities exceed delivery quantities, and **negative** when delivery quantities exceed receipt quantities, during the period.

**Imbalance Charge**, for a Day, means the amount calculated as follows:

IC = IR × [CI – (IA + Z)]

where:

**IC** is the Imbalance Charge for the relevant Day

**IR** is the Imbalance Rate

**CI** is the absolute value of the Cumulative Imbalance at the end of the relevant Day

**IA** is the Imbalance Allowance

**Z** is, where a positive Cumulative Imbalance subsists, the Parking Allowance and, where a negative Cumulative Imbalance subsists, the Loan Allowance.

**Impost** means any royalty (whether based on value, profit or otherwise), tax, duty, excise, levy, fee, rate or charge, imposed by Law or by any Authority, however described, and Specific Imposts.

**Information Interface** means any secure, digital interface operated by Transporter and used by the Shipper for:

### submitting Nominations under this Agreement;

### submitting or confirming details of Capacity Trades made with other Users; and

### obtaining access to information regarding receipts, delivery, balances and gas flows under this Agreement.

**Insolvent** means in relation to a Party:

### it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

### it has had a controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver or receiver and manager appointed to any part of its property; or

### it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party); or

### an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

### it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

### it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject); or

### it is otherwise unable to pay its debts when they fall due; or

### something having a substantially similar effect to (a) to (g) happens in connection with that person under the Law of any jurisdiction.

**Intellectual Property Rights** means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know how or confidential information throughout the world for the full period of the rights and all renewals and extensions.

**Interconnect Party** means the Shipper or another person that operates facilities that are located immediately upstream or downstream of the relevant Pipeline.

**Interconnection Facilities** means those pipeline facilities that are required to connect the relevant Pipeline to the facilities of another person.

**Interruptible Transportation Agreement** means a Transportation Agreement that provides for Transportation Services on an interruptible basis, including the parts of this Agreement relating to the Interruptible Service, the Interruptible Parking Service and the Interruptible Loan Service.

**Intra-Day Nomination** means a new or revised Nomination, for Services on a Day, given after the Nomination Deadline in respect of that Day, except Nominations that Shipper must give to otherwise comply with this Agreement (for example, for balancing or to provide System Use Gas).

**Law** means the common law (including equity), current and future Acts of the Parliament of the Commonwealth of Australia, or of the Parliament of Western Australia, and related regulations, by-laws and other subordinate legislation, and the requirements of Authorities.

**Line Pack** means the quantity of Gas, other than quantities of Gas being transported and System Use Gas, which Transporter determines is necessary to be in the relevant Pipeline for the physical operation of the relevant Pipeline from time to time in order to ensure that Transporter Entities meet their obligations under all Transportation Agreements.

**Loss** means any loss, cost, liability (including a fine or penalty), expense, or damage, whether direct or indirect, present or future, fixed or ascertained, actual or contingent and whether arising under contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

**MDQ** means, where the term is used in relation to a Transportation Agreement other than this Agreement, the maximum quantity of Gas which Transporter is obliged to deliver on any Day under that agreement or the relevant Transportation Service under that agreement (as applicable) or, where the term is used in relation to a parking service under another Transportation Agreement, the parking allowance (however described) under that agreement.

**Metering and Measurement Requirements** means specifications published by Transporter from time to time in relation to metering and measurement in relation to the relevant Pipeline which are made available to the Shipper.

**Metering Equipment** means all the equipment and facilities required to be installed or provided at each Receipt Point to conform to the Metering and Measurement Requirements.

**MHQ** means, where the term is used in relation to a Transportation Agreement other than this Agreement, the maximum quantity of Gas which Transporter is obliged to deliver in any Hour under that agreement.

**Minimum Bill** means the minimum amount payable each month by Shipper to Transporter, set out in clause 6.4, for Scheduled quantities of Gas to be transported under a Service.

**Month** means the period beginning on the first Day of the calendar month and ending on the first Day of the succeeding calendar month.

**Named User** means a person engaged or authorised by Shipper to use the Information Interface on account of Shipper regardless of whether or not the person is actively using the Information Interface for the purposes of this Agreement.

**National Gas Law** means the gas law implemented under the *National Gas (South Australia) Act 2008* in South Australiaandmade applicable in each other Australian jurisdiction under the relevant mirror application legislation.

**National Gas Rules** has the meaning given in the National Gas Law.

**Net Financial Effect** means the net financial effect of a Change in Law on Transporter’s Relevant Costs, taking into account any offsetting benefits and adverse effects directly or indirectly connected to the Change in Law and costs which are otherwise reimbursable by Shipper to Transporter under this Agreement.

**NGER Act** means the *National Greenhouse and Energy Reporting Act 2007* (Cth).

**Nomination** means a request by Shipper to Transporter for Services under this Agreement, given in accordance with clause 3, in the manner and form (which may include by digital interface) advised by Transporter from time to time, including Intra-Day Nominations. **Nominate** has a corresponding meaning.

**Non-Defaulting Party** has the meaning set out in clause 20.2.

**Non-Financial Default** means any of the following:

### a Party's failure to perform or comply with any of its obligations undertakings or warranties under this Agreement, other than a Financial Default.

### a Non-Financial Default set out in the Details.

**Offset** means activities undertaken for the purpose of offsetting, reducing or avoiding liability under a Greenhouse Gas Law, including (without limitation) the direct or indirect participation in projects for that purpose.

**Off-Specification Gas** means gas offered by Shipper for transportation on the relevant Pipeline which fails to meet the quality specifications referred to in clause 10.1.

**Operational MDQ**, when used in relation to a Segment on a Day, means:

### for Shipper - the sum of the Contract MDQ for the Segment and all Purchased Capacity for the Segment for the Day, less all Sold Capacity for the Segment for the Day; and

### when used in relation to a User other than Shipper - the sum of that User’s firm (or contract) MDQ for the Segment and all that User’s Purchased Capacity for the Segment for the Day, less all of its Sold Capacity for the Segment for the Day, where the terms “Purchased Capacity” and “Sold Capacity” for that User have the meaning given in this Agreement as if that User were named as the Shipper under this Agreement.

**Overrun Charge**, for any Day, means the amount in dollars calculated by multiplying the applicable Overrun Rate by any applicable Overrun Quantity at a Delivery Point for that Day and aggregating the amounts calculated above in respect of each Delivery Point. For the purpose of calculating the Overrun Charge in respect of the Firm Service, where quantities of Gas delivered to or on account of Shipper at a Delivery Point on a Day are subject to multiple Rates, the applicable Overrun Quantity at the Delivery Point for that Day will be deemed to be in respect of the shortest term Firm Service provided by Transporter to or on account of Shipper at the Delivery Point on that Day.

**Overrun Quantity** means each quantity of Gas which is delivered to or on account of Shipper at each Delivery Point in respect of a Service on a Day in excess of the quantity of Gas Scheduled to be delivered, and not curtailed in accordance with clause 4.5, to that Delivery Point on that Day to or on account of Shipper under that Service.

**Party** means either Transporter or Shipper and Parties means them collectively.

**Pass-Through** means liability incurred in respect of third parties’ costs, charges and expenses under or in respect of a Greenhouse Gas Law, Abatement or Offset.

**Pipeline** means each Pipeline set out in the Details and includes all facilities associated with it, such as Receipt Points and Delivery Points and their respective facilities, Interconnection Facilities owned or controlled by an Transporter Entity, odorisation facilities, pipeline control facilities, lateral pipelines and compressors.

A reference to a **relevant Pipeline** means the pipeline, comprised within the definition “Pipeline”, through which the Service the subject of the reference is provided or to which the subject matter of the reference relates.

**Pipeline Licence** means the pipeline licence issued by the relevant Authority, as amended or replaced, to construct and operate the relevant Pipeline.

**quantity of Gas** means a quantity of Gas, expressed in gigajoules, and **quantities of Gas** means more than one quantity of Gas.

**Receipt Points** means the Receipt Points as set out in the Table of Receipt Points and Delivery Points, any Additional Receipt Points, the Redirection Receipt Points and the In-Pipe Receipt Points. The term includes a reference to equipment connected to, or forming part of, the relevant Pipeline that facilitates receipt of Gas at the Receipt Points.

**Receipt Point Facilities** means all the facilities, other than those forming part of the Receipt Point, required to be located at the Receipt Points, and including, without limitation, all filters and conditioning equipment.

**Receipt Point MDQ** for a Receipt Point means the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Receipt Point (and, if the Table of Receipt Points and Delivery Points sets out a quantity in respect of a particular Service, the quantity for the applicable Service) or, for Additional Receipt Points, the quantity determined in accordance with clause 17.

**Receipt Point MHQ** for a Receipt Point means:

### the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Receipt Point (and, if the Table of Receipt Points and Delivery Points sets out a quantity in respect of a particular Service, the quantity for the applicable Service);

### if the Table of Receipt Points and Delivery Points for that Receipt Point does not specify a Receipt Point MHQ for that Receipt Point or for the particular Service from that Receipt Point (as applicable), the quantity of Gas Scheduled for Receipt from Shipper across all Receipt Points or across all Receipt Points for the particular Service (as applicable) on the relevant Day divided by 24 and multiplied by the MHQ Factor; or

### for Additional Receipt Points, the quantity determined in accordance with clause 17.

**Related Body Corporate** means a related body corporate as defined in the Corporations Act.

**Representative** has the meaning set out in clause 25.3.

**Right of Access** means the right to access the Information Interface described in clause 22.1 of this Agreement.

**Schedule**, for a Day, means a determination made prior to the Day (or, for any Intra-Day Nominations, made during the Day) by Transporter (acting reasonably, in accordance with this Agreement and having regard to nominations of (and appropriate receipt point and delivery point allocations between) Users, the Capacity of the relevant Pipeline, rights and obligations under Transportation Agreements and Good Engineering and Operating Practice) of Transporter’s intended schedules of receipt quantities and delivery quantities of Gas on that Day under Transportation Agreements, as amended by Transporter in accordance with this Agreement.

**Segment** means a Pipeline segment, from a Receipt Point to a Delivery Point on the applicable Pipeline, to which a Service relates.

**Shipper’s Line Pack** means the quantity of Gas, in the relevant Pipeline at any time, received by Transporter on account of Shipper under this Agreement, other than quantities of Gas Scheduled for transportation and System Use Gas.

**Shipper’s Line Pack Share** means the proportion of Users’ Line Pack, as determined by Transporter from time to time, equal to the proportion that the Base Contract MDQ bears to the total of all Users’ MDQs (including the Base Contract MDQ) at the date of calculation.

**Shipper’s SUG Share** means Shipper’s contribution to the total quantity of System Use Gas that is required by Transporter from time to time in order to operate the relevant Pipeline, as determined in accordance with clause 7.1(b).

**Special Conditions** means the Special Conditions (if any) set out at the front of this Agreement.

**Standard Conditions** means the terms and conditions set out in clauses 1 - 30 inclusive.

**Substitute Permits** means Emissions Permits that would need to be held, used or surrendered in order to satisfy a liability of Transporter or a Related Body Corporate of Transporter under a Greenhouse Gas Law.

**System Use Gas** means the quantities of gas:

### used as compressor fuel and for other purposes necessary for the management, operation and maintenance of the relevant Pipeline; or

### otherwise lost and unaccounted for in connection with the operation of the relevant Pipeline,

other than Line Pack and Gas lost through the negligence of Transporter.

**Table of Receipt Points and Delivery Points** means the Table of Receipt Points and Delivery Points set out at the front of this Agreement.

**Throughput Charge:**

* + 1. for a Segment, is the amount in dollars calculated by multiplying the Throughput Rate for the Segment by the relevant quantity of Gas, capped at the Operational MDQ for the Segment, delivered to Shipper or on Shipper’s account at the Delivery Points on the Day under the Firm Service; and
    2. for a Day, is the aggregate of the Throughput Charges for all Segments for that Day.

**Transportation Agreement** means any agreement entered into between a Transporter Entity and a User for Transportation Services for that User.

**Transportation Service** means a service supplied by a Transporter Entity that includes an obligation of the Transporter Entity to receive or store in, or to lend or deliver from, the relevant Pipeline quantities of gas on a Day.

**Transporter Entity** means Transporter and each of its Related Bodies Corporate.

**Transporter’s Relevant Costs** means costs incurred by Transporter or a Related Body Corporate of Transporter as a result of it owning or operating the relevant Pipeline or any part of it, providing Services under this Agreement or facilitating the Shipper to participate in relevant energy markets.

**Unauthorised Imbalance** means any Imbalance that is not an Authorised Imbalance.

**User** means a person with whom a Transporter Entity has agreed to provide a Transportation Service, and where the context requires includes Shipper.

**Users’ Line Pack** means Line Pack other than Base Line Pack.

**Wilful Misconduct** means an intentional breach of either a material provision of this Agreement or of a Law in respect of a Party’s obligations under this Agreement, committed with reckless disregard for the consequences and in circumstances where the Party in breach knows or ought to know that those consequences would likely result from the breach, and which is not due to an honest mistake, oversight, error of judgement, accident or negligence.

**Year** means each period of 365 consecutive Days commencing on the Commencement Date or the anniversary of the Commencement Date (as the case may be), provided that any period that includes a date of 29 February will be of 366 consecutive Days.

## Details

Subject to clause 1.1, terms used in the Details (such as **Commencement Date**) have the meaning set out in the Details.

## Rules of interpretation

These rules of interpretation apply unless the context requires otherwise.

### (a) The singular includes the plural, and the converse also applies.

### A gender includes all genders.

### If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

### A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

### A reference to a clause is a reference to a clause in the Standard Conditions.

### A reference to a special condition is a reference to a clause in the Special Conditions.

### A reference to a schedule or annexure is a reference to a schedule or annexure to this Agreement.

### A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document.

### A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.

### A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

### A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

### An agreement representation or warranty in favour of two or more people is for the benefit of them jointly and each of them individually.

### A reference to dollars or $ is to Australian currency.

### Mentioning anything after “includes”, “including”, “for example” or similar expressions does not limit what else might be included.

### A reference to time is to the time in Perth, Western Australia.

### Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

## Headings

Headings are for convenience of reference only and do not affect interpretation.

## Business Day

### (a) If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, the act, matter or thing must be done on or by the next Business Day.

### Acts, matters or things done after 5.00pm on a Business Day are deemed done on the next Business Day.

## Special Conditions

The Special Conditions (if any) form part of the main body of this Agreement.

## Table of Receipt Points and Delivery Points

The Table of Receipt Points and Delivery Points forms part of the main body of this Agreement.

## Precedence

To the extent of any inconsistency between the Details, the Special Conditions and the Standard Conditions, the following order of precedence applies:

### (a) Details;

### Special Conditions; and

### Standard Conditions.

## Unit terminology

Terminology used to describe units must, unless otherwise agreed, be in accordance with Australian Standard AS ISO1000 - 1998 *The International System of Units (SI System) and Its Application*, the *National Measurement Act 1960* (Cwth), Australian Standard AS/NZS 1376-1996 *Conversion Factors* and the Australian Gas Association publication *Metric Units and Conversion Factors for Use in the Australian Gas Industry*.

## Rounding

In this Agreement:

### (a) all quantities in GJ are rounded to the nearest whole GJ;

### rates or tariffs for the purposes of calculating the Charges are rounded to 6 decimal places;

### the Escalation Factor is rounded to 8 decimal places; and

### all invoicing amounts are rounded to 2 decimal places.

# Services

## Obligation to provide services

### Subject to this Agreement, Transporter must provide the Services set out in this clause 2:

#### starting on the Commencement Date;

#### on each Day during the Term; and

#### subject to Shipper complying with this Agreement in all material respects.

### Without limiting its other rights, Transporter may refuse to provide the Services, or suspend the provision of Services, without liability to Shipper:

#### in accordance with clause 20.3(d), if Shipper fails to pay when due any amounts payable under this Agreement, except disputed amounts for which notice is given under clause 21.2(d)(i); or

#### immediately, if Shipper fails to obtain and maintain during the Term any Approval or comply with any Law required to meet its obligations under this Agreement.

## Firm Service

### This clause 2.2 applies if the Services in the Details include a Firm Service.

### Transporter must provide a Firm Service on the following basis:

#### the receipt by Transporter at the Receipt Points of quantities of Gas Nominated by Shipper, not exceeding the applicable Receipt Point MDQ and in aggregate not exceeding the Operational MDQ, at a rate per Hour not exceeding the applicable Receipt Point MHQ; and

#### the delivery by Transporter to Shipper or for Shipper’s account at the Delivery Points of quantities of Gas Nominated by Shipper, not exceeding the applicable Delivery Point MDQ and in aggregate not exceeding the Operational MDQ, at a rate per Hour not exceeding the applicable Delivery Point MHQ,

#### as Scheduled in accordance with clause 4, on a firm basis and without interruption except as is expressly permitted under this Agreement.

### If the Details specify Segments for the Firm Service, the Firm Service is only available on those Segments in the direction specified in the title of the Segments.

## Service limitations

### Transporter is not required to:

#### receive quantities of Gas at a Receipt Point at a rate per Hour in excess of the applicable Receipt Point MHQ or on a Day in excess of the applicable Receipt Point MDQ or in aggregate exceeding the Operational MDQ;

#### deliver quantities of Gas at a Delivery Point at a rate per Hour in excess of the applicable Delivery Point MHQ or on a Day in excess of the applicable Delivery Point MDQ or in aggregate exceeding the Operational MDQ;

## Method of provision of Services

Subject to this Agreement, the Parties acknowledge that the method of provision of the Services will be at Transporter’s absolute discretion.

# Nominations

## Firm Service

### This clause 3.1 applies to the Firm Service.

### Shipper must give to Transporter, at least 3 Days before the beginning of each Month during the Term, a completed Nomination for each Day of the Month about to commence.

### Shipper may give to Transporter Nominations for more than 1 Month in advance, which will remain in effect until Shipper provides Transporter with revised Nominations in accordance with this clause 3.1.

### Shipper’s Nomination is deemed to be for the transportation of zero GJ on each Day for which Shipper fails to give a Nomination to Transporter in accordance with paragraphs (b) or (c).

### Shipper may revise its Nomination for a Day by giving an updated Nomination for that Day to Transporter prior to the Nomination Deadline. The updated Nomination must indicate the revised quantities to be delivered and the date upon which the revised Nomination takes effect.

### In addition to paragraph (e), Shipper may, in order to correct an Imbalance, revise its Nomination for quantities to be received at a Receipt Point for a Day by giving an updated Nomination prior to the Nomination Deadline.

## Intra-day Nominations

### Shipper may submit an Intra-Day Nomination for any Service, in which case:

### Transporter may accept or reject the Intra-Day Nomination, or any part of it, at its discretion and without liability to Shipper;

### Transporter must, as soon as possible after receipt of the Intra-Day Nomination, advise Shipper if and to the extent that Transporter is prepared to accept the Intra-Day Nomination; and

### to the extent that Transporter accepts the Intra-Day Nomination, the quantities of Gas to which the acceptance relates must be Scheduled by Transporter in accordance with the terms and conditions of the Service under this Agreement to which the acceptance relates.

## Relationship with Scheduling

Despite receipt of a Nomination by Transporter, or any advice by Transporter that it accepts a Nomination, Transporter is not liable to Shipper to provide Services in respect of a Nomination (other than to process the Nomination in accordance with this clause 3) except to the extent that Transporter Schedules Services for Shipper in accordance with clause 4.

## Unscheduled receipts and deliveries

### Transporter is not obliged to receive at a Receipt Point or deliver at a Delivery Point any quantities of Gas in excess of the quantities Scheduled by Transporter for receipt or delivery (as applicable) in accordance with clause 4.

### Shipper must, promptly upon becoming aware, notify Transporter of any quantity of Gas supplied or to be supplied at a Receipt Point or delivered or to be delivered at a Delivery Point which is materially different from the quantity Scheduled by Transporter for receipt or delivery (as applicable) in accordance with clause 4.

## Forecasts

### Shipper must provide to Transporter, by 1 March in each Year during the Term, a good faith non-binding forecast of the quantities of Gas it anticipates requiring to be transported pursuant to the Firm Service during the following Financial Year.

### If requested by Transporter and subject to Transporter providing at least 2 Days’ notice, Shipper must at least 24 Hours prior to each Nomination Deadline after the notice provide to Transporter a good faith non-binding forecast of the quantities of Gas it anticipates requiring to be transported pursuant to all Services on the Day to which the Nomination Deadline relates.

## Warranties

### Each time Shipper makes a Nomination, Shipper warrants that:

### the Nomination is accurate and represents a realistic expectation of the quantities of Gas which will be:

#### made available by or on behalf of Shipper at the relevant Receipt Points for transportation under this Agreement; and

#### accepted by or on behalf of Shipper at the relevant Delivery Points; and

### Shipper has made to the Interconnect Parties, and the Interconnect Parties have accepted, a nomination for the supply at the relevant Receipt Points of the quantity of Gas the subject of the Nominations made in accordance with this clause 3 on the relevant Day.

## Accuracy of Nominations

Shipper is solely responsible for the accuracy of its Nominations and Transporter will have no obligation to enquire whether Nominations are correct.

# Scheduling and curtailment

## General Scheduling of receipts and deliveries

### Transporter must in accordance with this clause 4 Schedule or re-Schedule at any time the receipt quantities or delivery quantities of Gas Nominated by Shipper in accordance with clause 3.

### Where Transporter considers it necessary, it may confirm:

#### the receipt of the quantities Nominated for receipt at the Receipt Points with the Interconnect Party at the Receipt Points; and

#### the acceptance of the quantities Nominated by Shipper for delivery at the Delivery Points with the Interconnect Party at the Delivery Points.

### Subject to clauses 2 and 3 and any adjustments Transporter (acting reasonably) deems necessary to maintain the operational integrity of the relevant Pipeline or to comply with any Laws, Transporter will Schedule for acceptance at the Receipt Points the lesser of:

#### the quantity of Gas Nominated by Shipper for receipt at the Receipt Points; and

#### (if Transporter confirms quantities under paragraph (b)) the aggregate quantity of Gas confirmed for supply at the Receipt Points by the Interconnect Parties at the Receipt Points.

### Subject to clauses 2 and 3 and any adjustments Transporter (acting reasonably) deems necessary to maintain the operational integrity of the relevant Pipeline or to comply with any Laws, Transporter will Schedule for delivery at the Delivery Points the lesser of:

#### the quantity of Gas Nominated by Shipper for delivery at each Delivery Point; and

#### (if Transporter confirms quantities under paragraph (b)) the quantity of Gas confirmed for acceptance on account of Shipper at each Delivery Point by the Interconnect Party at the Delivery Point.

### If requested by Transporter, Shipper must provide Transporter with a schedule of priorities for each Day, ranking:

#### what deliveries should not be Scheduled at the Delivery Points if all of Shipper’s nominated receipts at the Receipt Points cannot be Scheduled; and

#### what receipts should not be Scheduled at the Receipt Points if all of Shipper’s nominated deliveries at the Delivery Points cannot be Scheduled.

### If Shipper does not provide a schedule of priorities in accordance with paragraph (e), then Transporter may without liability to Shipper select what Nominated receipts or deliveries will not be Scheduled to balance Shipper’s Scheduled receipts and deliveries.

## Scheduling priorities

### If there is not sufficient Capacity to receive or deliver all the quantities of Gas nominated by all Users on any Day, then Transporter must Schedule the quantities nominated by Users (including Shipper) in the following priority and sequence (subject to STTM Rules and other Laws and the operability of applicable gas markets and pipeline networks). Scheduling limitations will be applied only to the portion or portions of the relevant Pipeline that are capacity constrained.

#### First – quantities nominated by Users under Firm Transportation Agreements (**Firm Users**), not to exceed their respective MDQs for firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users’ nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for firm services under those agreements.

#### Second – quantities nominated by Users with as available Transportation Agreements, not to exceed their respective MDQs for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Users’ nominations pursuant to as available services, then the available Capacity will be allocated among those Users pro rata based on their nominations for as available services.

#### Third – quantities nominated by Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver for all Users requesting authorised overrun services, then the available Capacity will be allocated among those Users pro rata based on their nominations for authorised overrun services.

#### Fourth – quantities nominated by Users pursuant to Interruptible Transportation Agreements. If the Capacity available is not sufficient to receive or deliver for all Users requesting interruptible services, then Transporter must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Transporter reasonably determines) among Users who have entered into Interruptible Transportation Agreements.

### Backhaul services are Scheduled in accordance with the priorities set out in paragraph (a) to the extent (where applicable) that sufficient matching services are Scheduled on the relevant Day. If the Capacity available is not sufficient to receive or deliver for all Users requesting backhaul services, then Transporter must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Transporter reasonably determines) among Users who have entered into backhaul Transportation Agreements.

## Records of Scheduled quantities

Transporter will keep records of the quantities of Gas Scheduled for transportation on account of Shipper in accordance with this clause 4. The records will be available for Shipper to review at its request, upon Transporter’s reasonable costs of providing access to those records being reimbursed by Shipper.

## Notification by Transporter

If any quantities Nominated by Shipper are not Scheduled for transportation by Transporter pursuant to clause 4, Transporter must advise Shipper as soon as reasonably practicable.

## Curtailment

### If, on any Day or in any Hour the Capacity of the relevant Pipeline or any portion of it, or the capacity of any Receipt Point or Delivery Point, is insufficient to receive, transport or deliver all the quantities of Gas Scheduled for all Users, then Transporter may on that Day or in that Hour curtail or interrupt the receipt, transportation or delivery of Gas (as the case may be) in accordance with the sequence and priorities set out below to the extent necessary to provide Transportation Services within the Capacity of the relevant Pipeline at the relevant time (subject to Laws and the operability of applicable gas markets and pipeline networks). Curtailment will be applied only to the portion or portions of the relevant Pipeline that are capacity-constrained.

#### First – Overrun Quantities under this Agreement and overrun quantities under other Transportation Agreements.

#### Second – quantities pursuant to Interruptible Transportation Agreements. If the Capacity available is not sufficient to receive or deliver for all Users requesting interruptible services, then Transporter must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Transporter reasonably determines) among Users who have entered into Interruptible Transportation Agreements.

#### Third – quantities for transportation for Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver all Users’ authorised overrun quantities, then the available Capacity will be allocated among those Users pro rata based on Scheduled quantities.

#### Fourth – quantities for transportation for Users with as available Transportation Agreements up to their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Users’ as available quantities, then the available Capacity will be allocated among those Users pro rata based on Scheduled quantities.

#### Fifth – quantities for transportation to Users pursuant to Firm Transportation Agreements, not to exceed their respective MDQs for firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users’ quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for firm services under those agreements.

### Without limiting paragraph (a), backhaul services are subject to interruption or curtailment prior to any other quantities (except redirection quantities) to the extent (where applicable) that there are insufficient matching services to permit a backhaul service. If the Capacity available is not sufficient to receive or deliver for all Users requesting backhaul services, then Transporter must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Transporter reasonably determines) among Users who have entered into backhaul Transportation Agreements.

### In all cases of adjustments for curtailment, Shipper’s Operational MDQ is deemed to be curtailed in the following priority:

#### First - Contract MDQ which is not the subject of a Capacity Trade with another User for the Day.

#### Second - Purchased Capacity for the Day.

## Curtailment advice

Transporter must advise Shipper by telephone (to be confirmed in writing or digitally) as soon as practicable after becoming aware of an impending or actual curtailment or interruption in the receipt, transportation or delivery of Gas and the reasons for the impending or actual curtailment.

## Effect of Scheduling or curtailment

If Transporter does not Schedule, or interrupts or curtails, receipts or deliveries of quantities of Gas under this clause 4, Transporter is not liable to Shipper if:

### the failure to Schedule or an interruption or curtailment:

#### results from planned or unplanned works, repairs or maintenance in respect of the relevant Pipeline in accordance with the provisions of clause 8; or

#### is, in Transporter’s opinion (acting reasonably), necessary in accordance with Good Engineering and Operating Practice to ensure the safe and efficient operation or integrity of the relevant Pipeline; or

#### is permitted under this Agreement; or

### Transporter is not obliged under this Agreement to provide the service, except to the extent that Transporter’s failure to provide the service directly results from Transporter’s failure to use Good Engineering and Operating Practice; or

### a Force Majeure Event occurs; or

### the insufficiency of Pipeline Capacity is not caused by the negligence or wilful misconduct of an Transporter Entity or breach of this Agreement by Transporter.

## Reduction in Gross Heating Value

If, on any Day, because of a reduction below the Heating Value Amount in the average Gross Heating Value of the gas presented by Shipper at any Receipt Point, Transporter is reasonably of the opinion that the aggregate quantities of Gas to be delivered on behalf of all Users may exceed the Capacity of the relevant Pipeline, the Operational MDQ and Throughput Rate for the Day are each adjusted as follows:

Operational MDQ = SOM x [1 + 0.020 × (AHV – HVA)]

Throughput Rate = TR x [1 + 0.020 × (HVA – AHV)]

where:

**AHV** is the average Gross Heating Value of Gas in MJ/m3 received on the Day this formula is applied

**HVA** is the Heating Value Amount

**SOM** is Shipper’s Operational MDQ before the adjustment

**TR** is Throughput Rate before the adjustment

# Imbalances

## Balancing of transportation quantities

### Subject to paragraph (b), for each Pipeline Shipper must use reasonable endeavours to ensure that receipts of Gas at the Receipt Points and deliveries of Gas at the Delivery Points are equal, adjusted for any Authorised Imbalances.

### Shipper must promptly take steps to correct Unauthorised Imbalances or potential Unauthorised Imbalances by adjusting Nominations and co-ordinating receipts and deliveries with Transporter.

## Unauthorised Imbalances

In addition to clause 5.1, if Transporter believes on reasonable grounds that its ability to provide Services in the quantities of Gas Scheduled under this or any other Transportation Agreement may be impaired by an Unauthorised Imbalance, then Transporter may issue a notice advising Shipper accordingly and:

### Shipper must, within 4 hours of receipt of the notice, take all steps reasonably practicable to correct the Unauthorised Imbalance as soon as possible; and

### if Shipper fails to meet its obligations under paragraph (a), Transporter may correct the Unauthorised Imbalance in accordance with clause 5.3.

## Correction by Transporter

Transporter may (but is not obliged to) correct an Unauthorised Imbalance in accordance with this Agreement by:

### reducing the quantity of Gas received and/or delivered to or on behalf of Shipper as necessary; or

### purchasing or selling, as agent of Shipper, sufficient Gas,

(or a combination of (a) and (b)) to make the correction.

If Transporter makes a correction in accordance with this clause 5.3, then without limiting Transporter’s other rights under this Agreement:

### Shipper must indemnify Transporter for all costs and expenses incurred in Transporter purchasing Gas to make the correction; and

### Transporter may retain its reasonable costs and expenses from the proceeds of sale of Shipper’s Gas received by Transporter in selling Gas to make the correction.

In purchasing or selling gas under this clause 5.3, Transporter may act in its own interests but must act reasonably.

## Correction of imbalances on other systems

Transporter is not responsible for eliminating any imbalances between Shipper and an Interconnect Party and, except as provided by this Agreement or as required by Good Engineering and Operating Practice, is not obliged to adjust or deviate from its standard operating and accounting procedures in order to alleviate those imbalances.

## Receipt Point and Delivery Points taken as accurate

### The Parties acknowledge that the accuracy limits of the Metering Equipment, notwithstanding the quantity of Gas used by Transporter in the operation of the relevant Pipeline and the variation in the quantity of Gas stored in the relevant Pipeline, may result in an apparent difference when measuring the same quantity of Gas at the Delivery Points and at the Receipt Points over a period.

### If there is doubt about which Metering Equipment is responsible for discrepancies, the Parties must use the data from Metering Equipment at the relevant Delivery Points for the purposes of this clause 5.

## Imbalances at end of Term

### If an Imbalance exists at the end of the Term, then, for a period of 10 Days following the end of the Term, Shipper may receive or deliver quantities of Gas required to correct the Imbalance and must comply with the Nominations procedures in this Agreement for that purpose.

### If, at the end of the 10 Day period under paragraph (a), the Imbalance is not corrected, then Transporter may:

#### if the Imbalance is a positive Imbalance, sell (as agent of Shipper) to third parties a quantity of Gas in the relevant Pipeline equivalent to the quantity of the Imbalance and, following the sale, pay to Shipper the proceeds received by Transporter from the sale less Transporter’s reasonable costs; or

#### if the Imbalance is a negative Imbalance, purchase a quantity of Gas that is required to correct the Imbalance, cause the quantity of Gas purchased by Transporter to be delivered for or on account of Shipper and charge Shipper an amount equal to the actual cost incurred by Transporter in purchasing the quantity of Gas plus Transporter’s reasonable costs.

### In purchasing or selling gas under paragraph (b), Transporter may act in its own interests but must act reasonably.

# Rates and charges

## Capacity Charge

### Shipper must pay Transporter the Capacity Charge, each Month during the Term.

### Subject to clause 6.5, Shipper must pay the Capacity Charge to Transporter irrespective of the quantity of Gas received, stored, transported or delivered in the relevant Pipeline:

#### for or on behalf of Shipper under this Agreement; or

#### in respect of Sold Capacity, for or on behalf of other Users under their Transportation Agreements.

## Throughput Charge

### Subject to paragraph (b), Shipper must pay Transporter, each Month during the Term, the aggregate of Throughput Charges for each Day during the Month.

### Transporter must credit against the Throughput Charge, each Month during the Term, the amount of the Throughput Offset in respect of Purchased Capacity for each Day in that Month on which the quantities of Gas actually delivered to or on account of Shipper at the Delivery Points on the Day under the Firm Service exceed the amount of Purchased Capacity for that Day.

### Shipper must also pay the Throughput Charge (Sold Capacity) to Transporter for each Month during the Term.

## Overrun charges

### Shipper must pay to Transporter each Month during the Term the Overrun Charge in respect of all Overrun Quantities delivered in that Month.

### Shipper is not liable to pay the Overrun Charge in respect of a Day to the extent that, without the prior written approval of Shipper, Transporter (other than in the exercise of its rights under this Agreement) solely causes the delivery of Overrun Quantities on that Day.

## Minimum Bill

### Subject to paragraph (c), if the Details specifies a Minimum Bill for a Service, the minimum amount payable by Shipper to Transporter each Month for the Service is the applicable Minimum Bill.

### Subject to clause 6.11, Shipper must pay the Minimum Bill to Transporter even if no Gas is received, transported or delivered in the relevant Pipeline for or on behalf of Shipper under this Agreement.

### The Minimum Bill is the minimum amount payable for the throughput of Gas (other than Overrun Quantities) under the Service to which it relates. Payment of the Minimum Bill does not discharge Shipper’s liability under this Agreement for other charges not directly payable for that throughput, such as (for example) charges for other Services, Imbalances, taxes and Carbon Costs. Further, the amount of the Minimum Bill does not limit the amount that Transporter is entitled to charge Shipper under this Agreement for the throughput of Gas under the relevant Service.

## Reduction in certain charges

If during a Month Transporter fails to deliver to:

### Shipper the quantities of Gas Scheduled on behalf of Shipper under the Firm Service; or

### to other Users quantities of Gas under another Transportation Agreement to which Sold Capacity is allocated,

### and the failure to deliver is as a result of:

### a Force Majeure Event affecting Transporter; or

### the negligence, Wilful Misconduct or breach of this Agreement by Transporter,

then any Capacity Charge or Minimum Bill for that Month for the applicable Service, and any Tolling Charge, must be reduced as determined by Transporter (acting reasonably) having regard to the proportion of the Month in which Transporter fails to deliver quantities of Gas to Shipper as a result of the events outlined in paragraphs (c) - (d).

## Imbalance Charge

Shipper must pay Transporter, each Month during the Term, the aggregate of the Imbalance Charges for each Pipeline on each Day in the Month.

## Carbon Costs

### In addition to any other amounts due or payable to Transporter under this Agreement, Shipper must pay to Transporter all Carbon Costs, incurred by Transporter or a Related Body Corporate of Transporter in respect of the services provided by Transporter under this Agreement or of Transporter’s business operations to the extent that they relate directly or indirectly to those services, as reasonably determined and apportioned to Shipper by Transporter from time to time.

### In determining and apportioning Carbon Costs, Transporter must:

#### reasonably apportion costs, that are not solely attributable to the services provided by Transporter under this Agreement, between Shipper and third parties, having regard (where appropriate) to the proportion, calculated by reference to throughput of gas, of Shipper’s use of those services; and

#### ensure that Transporter does not, other than by trivial amounts, enjoy a windfall benefit or suffer an uncompensated loss.

### Transporter must:

#### include in each invoice to Shipper; and

#### provide to Shipper written information substantiating,

#### the amount of the Carbon Costs determined, and the basis of the apportionment, by Transporter under paragraph (a).

### With the prior written consent of Transporter (which must not be unreasonably withheld), Shipper may transfer or otherwise make available Substitute Permits to or on account of Transporter or a Related Body Corporate of Transporter in full or partial discharge of Shipper’s obligations under paragraph (a).

### This clause 6.7 survives the expiry or termination for any reason of this Agreement.

## Change in Law

### The Parties must, in accordance with this clause 6.8, make a Financial Adjustment based on the Net Financial Effect experienced by Transporter or a Related Body Corporate as a consequence of any Change in Law.

### If a Change in Law occurs, Transporter must give written notice (**Change in Law Notice**) to Shipper of:

#### details of the Change in Law and its effect on Transporter’s Relevant Costs;

#### Transporter’s estimate of the Net Financial Effect of complying with the Change in Law; and

#### the timing and details of Transporter’s proposed Financial Adjustment.

### Transporter’s proposed Financial Adjustment under paragraph (b)(iii) applies unless:

#### the Parties otherwise agree; or

#### Shipper objects in writing within 20 Business Days of the date of the Change in Law Notice, in which case the matter is deemed to be a dispute referred by Shipper for resolution in accordance with clause 18 and the date of the objection is deemed to be the date of the Dispute Notice for that purpose.

### Transporter must use reasonable endeavours to mitigate any increase in Transporter’s Relevant Costs arising from any Change in Law.

## GST

### Unless otherwise specified, the amounts payable for any supplies made under this Agreement have been determined by the Parties without regard to the amount of any liability for GST on those supplies.

### If a payment made by a party under this Agreement constitutes consideration for a taxable supply, the amount to be paid for the supply will be increased so that the net amount retained by the supplier, after payment of GST, is the same as if the supplier was not liable to pay GST in respect of the supply.

### Where a party is required to reimburse, indemnify or pay to another party an amount calculated by reference to a cost, expense, outgoing or other amount paid or incurred by that party, then the relevant amount will be reduced by the amount of any input tax credit to which that party is entitled in respect of any acquisition relating to that cost, expense, outgoing or other amount.

### Subject to clause 21.4(b), if for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable supply varies from the GST amount paid to the supplier, the parties will account to each other for the difference.

### If a party is a member of a GST group or a GST joint venture, references to that party’s liability for GST and entitlements to input tax credits include GST for which the representative member of the GST group or GST joint venture is liable and input tax credits to which the representative member is entitled (as applicable).

### Terms defined in the GST Law have the same meaning when used in this clause 6.20.

## Adjustment of Rates and Minimum Bill

### Subject to paragraph (b), each Rate, and the Minimum Bill (if any), is adjusted, on 1 January, 1 April, 1 July and 1 October in each Calendar Year commencing on the first such date to occur after the Rate Set Date (each an **Adjustment Date**), by multiplying it by the Escalation Factor. The adjusted Rates and Minimum Bill apply until further adjusted on the next Adjustment Date.

### If the Rate is a regulated tariff under an Access Arrangement, the new Rate is the applicable regulated tariff at the relevant date.

## Specific Imposts

### If the Details specifies any Specific Imposts, Shipper must pay to Transporter a proportion, as reasonably determined and apportioned to Shipper by Transporter from time to time, of the costs of the Specific Imposts incurred by Transporter or a Related Body Corporate of Transporter for each Month in the Term.

### Without limiting paragraph (a), the Parties acknowledge that Transporter may recover in full from Users the costs of Specific Imposts and agree that an apportionment by Transporter of Specific Imposts between Users (including Shipper) based on MDQ or throughput of Gas for the relevant period is reasonable.

# Operational obligations

## System Use Gas

### Shipper must supply, at no cost to Transporter, Shipper’s SUG Share at the times and in the manner notified by Transporter from time to time.

### The quantity of Shipper’s SUG Share is the quantity determined by Transporter from time to time acting reasonably but at its discretion. In making its determination, Transporter may have regard to:

#### the total quantity of System Use Gas that is required by the relevant Transporter Entity from time to time in order to operate the relevant Pipeline;

#### the total quantities of Gas to be received or delivered on the relevant Pipeline on account of all Users during the relevant period; and

#### compressor fuel, necessary for the management, operation and maintenance of the relevant Pipeline, which is reasonably attributable to the Services,

but Transporter must allocate System Use Gas equitably (that is, on a user pays basis, a total share basis or such other basis as Transporter reasonably determines) between all Users on the part of the relevant Pipeline to which its determination relates.

### The Transporter Entity which owns the relevant Pipeline owns System Use Gas supplied under paragraph (a).

## Line Pack

### The Transporter Entity which owns the relevant Pipeline must provide, and retains ownership of, the Base Line Pack.

### Shipper must provide Shipper’s Line Pack Share:

#### on the first Day on which it utilises the Firm Service; and

#### otherwise as advised by Transporter from time to time,

#### by Nominating the requisite quantities of Gas for receipt at a Receipt Point. If Shipper fails to Nominate in accordance with this paragraph (b), the first quantities of Gas received by Transporter on account of Shipper on or after the relevant Day constitute, to the extent necessary, Shipper’s Line Pack.

### If Transporter requests, Shipper must reduce Shipper’s Line Pack Share, as directed by Transporter, by accepting quantities of Gas in excess of Scheduled quantities at Delivery Points or by providing lower quantities of Gas than those Scheduled for receipt at Receipt Points on the relevant Day.

### Transporter must, in accordance with the requirements of Shipper, include Shipper’s Line Pack in the final deliveries of Gas made under this Agreement. If Shipper does not give Transporter directions about the delivery of Shipper’s Line Pack on or before the end of the Term, title to the Shipper’s Line Pack transfers to the Transporter Entity which owns the relevant Pipeline.

### Shipper acknowledges that Transporter Entities provide Loan Services (if any) under this Agreement and equivalent services under other Transportation Agreements from Base Line Pack.

### Transporter will (in good faith but otherwise without liability to Shipper) provide information to Shipper from time to time about ongoing Line Pack requirements for the relevant Pipeline, as is reasonably possible in the circumstances, to facilitate the management by Shipper of Transporter’s likely requirements under this clause 7.2 for increased or decreased Line Pack from time to time.

## Obligation to operate and maintain

Transporter must operate and maintain the Pipeline in accordance with Good Engineering and Operating Practice.

## Compliance

The provision of the Services under this Agreement is subject to compliance with all Laws and Approvals. The Parties must co-operate on a reasonable basis to ensure compliance with all Laws and Approvals, including obtaining and maintaining all necessary Approvals to perform their respective obligations under this Agreement.

## Co-ordination of operations

### The Parties must consult and co-operate in relation to the operation of the Pipeline and Interconnection Facilities with a view to facilitating safe and efficient operations in accordance with applicable Laws, Approvals, relevant standards and in accordance with Good Engineering and Operating Practice.

### Shipper must:

#### ensure that arrangements for the supply of Gas to the Receipt Points and acceptance of Gas at the Delivery Points are compatible with Transporter’s Pipeline operations;

#### use all reasonable endeavours to co-ordinate Gas dispatching and operational matters with Transporter and with relevant Interconnect Parties; and

#### facilitate Transporter’s access to relevant charts, digital and other data and records, including (without limitation) access to relevant measurement and SCADA information, at no cost to Transporter.

### If a Party is aware of circumstances which, in its reasonable opinion based on Good Engineering and Operating Practice:

#### threaten the operational integrity of the Pipeline or any facilities upstream or downstream of the Pipeline;

#### adversely affect the ability of Transporter Entities to provide services to Users under Transportation Agreements; or

#### adversely affect the ability of Shipper to supply Gas to the Receipt Points or take delivery of Gas at the Delivery Points,

then it must immediately advise the other Party, and (if appropriate) any affected Interconnect Parties. The Parties must consult and co-operate with each other, and with affected Interconnect Parties, to take all reasonable actions, including changes to receipts and deliveries of Gas, to alleviate these adverse conditions promptly.

# Pipeline repairs and maintenance

## Planned works

If Transporter gives Shipper at least 1 Months’ notice of proposed Pipeline works, repairs or maintenance and, after consultation with Shipper, uses reasonable endeavours to carry out the works, repairs or maintenance:

### so as to avoid or minimise, so far as is reasonably practicable, disruption to the Services to Shipper; and

### during a period in which Transporter reasonably forecasts there will be relatively low aggregate demand for transportation of Gas,

Transporter may, without liability to Shipper, curtail Services to Shipper to the extent necessary to carry out the Pipeline works, repairs or maintenance.

## Emergency works

If Transporter believes that it is necessary to carry out Pipeline works, repairs or maintenance (other than works, repairs or maintenance set out in clause 8.1) in order to:

### protect the operational integrity or safe operation of the relevant Pipeline; or

### comply with any applicable Laws or Approvals,

Transporter may, without liability to Shipper, curtail Services to Shipper to the extent necessary to carry out the Pipeline works, repairs or maintenance, provided that:

### Transporter gives Shipper as much notice of the proposed curtailment as is reasonably practicable; and

### the curtailment is not predominantly caused by Transporter’s negligence, failure to comply with Good Engineering and Operating Practice or breach of this Agreement.

## Consultation

If requested by either Party, Shipper and Transporter must exchange information about the timing of the proposed maintenance activities, anticipated during the following Year, for the relevant Pipeline and Interconnection Facilities.

# Metering Equipment

## Provision and operation of Metering Equipment

### Transporter will, at its cost, provide, operate and maintain Metering Equipment to measure the quantity of Gas used at each of Transporter’s compressor stations on the relevant Pipeline.

### Shipper will, at its cost, cause to be provided, operated, validated and maintained all other Metering Equipment required for the purposes of this Agreement.

### Shipper must use reasonable endeavours to cause to be installed, at the Receipt Points and the Delivery Points, facilities which will permit co-ordination of activities by Transporter and Shipper in the metering, nomination, Scheduling and transportation of Gas under this Agreement.

### For existing Receipt Points and Delivery Points, where an Interconnect Party owns equipment used for measuring or monitoring Gas, Shipper must, or where Shipper is not the Interconnect Party Shipper must use reasonable endeavours to cause the Interconnect Party to:

#### upgrade its equipment to conform to the Metering and Measurement Requirements;

#### grant Transporter the right to operate, maintain and control access to the Metering Equipment;

#### provide access to and across any land and into or through any buildings, and provide electricity and other utilities, for the purpose of Transporter’s operation and maintenance of Metering Equipment; and

#### provide access (including digital access) to all readings and information generated by the Metering Equipment.

### For new Receipt Points and Delivery Points, Shipper must, or where Shipper is not the Interconnect Party Shipper must cause the Interconnect Party to:

#### install Metering Equipment or upgrade its equipment to conform to the Metering and Measurement Requirements;

#### grant Transporter the ownership of the Metering Equipment and sufficient tenure to the underlying land so that Transporter has the right to operate, maintain and control access to the Metering Equipment and to access (including digital access) all readings and information generated by the Metering Equipment; and

#### provide access to and across any land and into or through any buildings, and provide electricity and other utilities, for the purpose of Transporter’s ownership, operation and maintenance of Metering Equipment.

## Access

### The Parties must take all action reasonably necessary to ensure that access to their respective Metering Equipment is provided to permit inspections and tests to be carried out as required in the Metering and Measurement Requirements.

### Each Party must ensure that the other party has both physical and digital access to any relevant Metering Equipment at all reasonable times for the purpose of obtaining and verifying all measurement information produced or recorded by it.

## Measurement

The Metering and Measurement Requirements govern the measurement of Gas for the purposes of this Agreement. The Parties must negotiate to amend the provisions of Metering and Measurement Requirements in the event that those provisions are inconsistent with the provisions of other agreements relating to the transportation of Gas through the relevant Pipeline. If after a period of 30 days, the Parties have not agreed the amendments to the Metering and Measurement Requirements, clause 18 applies.

# Quality

## Gas Quality

### Subject to paragraph (b), the gas delivered by Shipper to Transporter at the Receipt Points must be in accordance with:

#### the quality required to comply with the Gas Specification or any other quality as the Law in Western Australia requires; and

#### any lawful additional parameters agreed between Shipper and Transporter.

### Transporter may, by notice to Shipper, vary the quality specifications set out in paragraph (a) if it is authorised or required to do so by Law or any Authority.

### Provided that Shipper complies with paragraph (a), the gas delivered by Transporter to Shipper at the Delivery Points must meet the quality specifications set out in paragraph (a).

## Quality tests

### The quality of the gas received and delivered by Transporter will be monitored by tests which Transporter must cause to be made at the Receipt Points and at points on the relevant Pipeline that are representative of the Delivery Points.

### Transporter must determine the Gross Heating Value of gas and its component analysis at least once each Month or more frequently as required in accordance with the Metering and Measurement Requirements.

### Transporter must undertake tests sufficiently frequently to facilitate conformity of the gas in the relevant Pipeline to the quality specifications set out in clause 10.1(a). Without limitation, the tests must determine the total sulphur, hydrogen sulphide, mercaptans, carbon dioxide, nitrogen and oxygen content of the gas, and the water vapour content of the gas by approved standard methods in general use in the gas industry.

### The Parties acknowledge that the tests to be conducted under this clause 10.2 will not monitor all characteristics of gas, and that gas may fail to meet the specification for reasons which are not detected by those tests.

## Off-Specification Gas

### Shipper must notify Transporter immediately on becoming aware that gas received or to be received on account of Shipper is or may be Off-Specification Gas.

### If Transporter becomes aware from its own monitoring of the relevant Pipeline that gas offered for transportation by Shipper is Off-Specification Gas, Transporter must promptly notify Shipper.

### Shipper must:

#### with its notice referred to in paragraph (a); or

#### promptly after receipt of a notice from Transporter under paragraph (b),

#### notify Transporter whether Shipper requests Transporter to receive or deliver all or any portion of Off-Specification Gas.

### Despite any request given by Shipper under paragraph (c), Transporter is entitled to refuse to accept or deliver all or any portion of Off-Specification Gas. Transporter must advise Shipper as soon as is practicable after refusing to accept or deliver all or any portion of that gas.

### Subject to paragraph (f), if:

#### Shipper provides Off-Specification Gas; and

#### Transporter agrees to receive and deliver that Off-Specification Gas,

#### then:

#### Shipper is responsible for any loss or damage suffered or incurred by Transporter to the extent it results from the receipt or delivery of that gas by Transporter (**Resulting Loss**); and

#### Shipper indemnifies and holds Transporter harmless from and against Resulting Loss.

### If Shipper instructs Transporter in writing not to receive or deliver Off-Specification Gas and Transporter continues to receive and deliver the gas notwithstanding the instruction, Transporter is responsible for any loss or damage suffered or incurred by itself, Shipper or any other person as a result of the continued receipt or delivery of the gas after the time at which Transporter, in accordance with Good Engineering and Operating Practice, could reasonably have stopped receipt or deliveries.

### Shipper will not be relieved of its obligation to pay the Minimum Bill or the Capacity Charge:

#### if Transporter refuses under paragraph (d) to accept or deliver gas tendered by Shipper, by reason of Transporter’s refusal to receive or deliver any gas tendered by Shipper; or

#### if Shipper requests or instructs Transporter not to receive or deliver Off-Specification Gas and Transporter accedes to the request or instruction, by reason of Transporter not receiving or delivering that Off-Specification Gas.

## Liquid hydrocarbons

### All oil and other liquid hydrocarbons separated from gas before its receipt by Transporter at the Receipt Points is the property of Shipper.

### Any liquid hydrocarbons which, during normal transportation operations of the relevant Pipeline in accordance with Good Engineering and Operating Practice, separate or condense from the gas stream after the receipt of the gas and before its delivery by Transporter, may be recovered and retained by Transporter as its own property. However, this paragraph (b) does not authorise or permit the extraction by Transporter of any liquid or liquefiable hydrocarbons through the construction and operation of processing facilities for those materials.

### Any liquid or liquefiable hydrocarbons other than those referred to in paragraph (b) will remain the property of Shipper.

### If either Shipper or Transporter has a proposal for the extraction of liquefiable hydrocarbons from the gas stream through the construction and operation of processing facilities for those materials, then the Party advancing the proposal must consult with the other Party regarding the evaluation of the proposal and the ownership, construction and operation of those facilities.

## Odorisation

Transporter will not odorise or maintain any odorant level for the Gas delivered to Shipper under this Agreement unless required by Law;

# Receipt and delivery pressures

## Receipt pressure

### Shipper must supply Gas to Transporter at the Receipt Points at:

#### the pressures set out in the Table of Receipt Points and Delivery Points; or

#### such other pressures as agreed between the Parties in writing from time to time.

### Transporter is not obliged to install inlet compression or other facilities to permit the entry of Shipper’s Gas into the relevant Pipeline.

### Shipper must indemnify Transporter for all loss or damage suffered or incurred by Transporter as a consequence of the failure by Shipper to supply Gas in accordance with paragraph (a).

## Delivery pressures

Provided Shipper complies with its obligations under clause 11.1, Transporter must deliver Gas for Shipper’s account at the Delivery Point Pressure.

# Possession and responsibility

## Control and possession

As between Transporter and Shipper –

### Shipper is in control and possession of Gas prior to its supply to Transporter at the Receipt Points and after the delivery of the Gas by Transporter for Shipper’s account at the Delivery Points; and

### Transporter Entities are in control and possession of the Gas following receipt of the Gas from Shipper at the Receipt Points and prior to delivery of the Gas, net of any System Use Gas provided under clause 7.1, to Shipper at the Delivery Points.

## Responsibility

### Subject to clause 10.3, Shipper has no responsibility or liability with respect to any Gas after it has been supplied to Transporter at the Receipt Points on account of anything which may be done, happen or arise with respect to that Gas, prior to the delivery of the Gas, net of System Use Gas, to Shipper at the Delivery Points.

### Transporter Entities will have no responsibility or liability with respect to any Gas prior to its supply to Transporter at the Receipt Points or after its delivery to Shipper at the Delivery Points on account of anything which may be done, happen or arise with respect to that Gas prior to receipt at the Receipt Points or after delivery at the Delivery Points.

### In the absence of Transporter’s negligence, breach of this Agreement or wilful misconduct, Transporter is not responsible for losses of Shipper’s Gas while Gas is in Transporter’s control and possession.

## Commingling of Gas

The Gas received by Transporter at the Receipt Points may be commingled with other Gas in the relevant Pipeline and with other elements for the operation and maintenance of the relevant Pipeline in accordance with Good Engineering and Operating Practice. Subject to Transporter’s obligation to deliver at the Delivery Point quantities of Gas meeting the requirements of clause 10, Transporter may commingle Gas received and deliver Gas in a commingled state to Shipper, despite clause 14. Shipper will from time to time at its discretion and at its cost be entitled to request and receive a sample of the Gas which has been commingled in the relevant Pipeline.

# Representations and warranties by Shipper

Shipper represents and warrants that:

### at the time of supply of gas to Transporter at the Receipt Points, Shipper has:

#### unencumbered title to, and the right to supply, that gas at the Receipt Points; and

#### in respect of any gas delivered to a Receipt Point as a consequence of a transfer or assignment under clauses 27.3 or 27.4, the right to deliver that gas at that Receipt Point for transportation under this Agreement;

### the quantities of Gas Nominated for receipt at an In-Pipe Receipt Point or delivery at an In-Pipe Delivery Point are the subject of a Gas Trade;

### neither the Shipper nor any of its Related Bodies Corporate is in default under a Law or to an Authority affecting any of them or their respective assets and which will or is likely to materially affect Shipper’s ability to perform its obligations under this Agreement; and

### there is no pending or threatened action or proceeding, affecting the Shipper or any of its Related Bodies Corporate or any of their respective assets, before an Authority or arbitrator which will or is likely to materially affect Shipper’s ability to perform its obligations under this Agreement.

The representations and warranties in paragraphs (c) and (d) are taken to be also made on each Day on which any Gas is delivered to Transporter by or on account of the Shipper for transportation under this Agreement or on which any amount is or may be outstanding under this Agreement.

# Title

## Title does not pass

Except for System Use Gas provided under clause 7.1 and as provided in clause 10.4(b), title to the gas received by Transporter at the Receipt Point does not pass to Transporter.

## Gas Trades

As between Transporter and Eligible Shippers, title to Sold Gas will be taken to have passed from the seller to the buyer at the In-Pipe Receipt Point of the buyer of the gas. This Agreement does not of itself create any Gas Trade (which is the responsibility of Eligible Shippers as between themselves).

# Allocations

## Allocation of quantities of Gas between services

### No later than 20 Business Days prior to the Commencement Date, Shipper must provide a written notice to Transporter specifying the order of allocation for quantities of Gas to be:

#### received at each Receipt Point; and

#### delivered at each Delivery Point,

#### in respect of each Transportation Service under each Transportation Agreement between the Parties. Unless and until Shipper gives the notice, Transporter may allocate receipts and deliveries between relevant services and agreements as Transporter sees fit.

### Shipper may, at any time during the Term, give Transporter a written notice changing the order of allocation provided under paragraph (a) in respect of future receipts and deliveries. The notice must be given no later than 10 Business Days prior to the date (which date must be the first Day of a Month) from which Shipper requires the new order of allocation to apply.

## Allocation of receipts and deliveries

If the quantities of Gas actually received at the Receipt Points or delivered at the Delivery Points do not equal the quantities Scheduled by Transporter in accordance with clause 4 on any Day, then those quantities actually received or delivered by an Transporter Entity (as the case may be) must, unless clause 15.3 applies, be allocated among Users in accordance with the methodology set out below:

### In relation to a Receipt Point, the receipt of quantities of Gas will be allocated for each Day and each Hour as follows:

GR\_S = (SCHR\_S ÷ SCHR\_T) x TQR

where:

**GR\_S** is the allocation of Gas received at the Receipt Point on account of Shipper in TJ on that Day or Hour (as the case requires);

**SCHR\_S** is the quantity of Gas Scheduled on account of Shipper at the Receipt Point on that Day or Hour (as the case requires), in accordance with clause 4 (and including any System Use Gas to be supplied by Shipper);

**SCHR\_T** is the aggregate quantity of Gas Scheduled on account of all Users at the Receipt Point on that Day or Hour (as the case requires); and

**TQR** is the total quantity of Gas actually received at the Receipt Point and that is available for transportation under this Agreement and all other Transportation Agreements on that Day or Hour (as the case requires).

### In relation to a Delivery Point, the delivery of quantities of Gas will be allocated for each Day and each Hour as follows:

GD\_S = (SCHD\_S ÷ SCHD\_T) x TQD

where:

**GD\_S** is the allocation of Gas delivered to Shipper at the Delivery Point in TJ on that Day or Hour (as the case requires);

**SCHD\_S** is the quantity of Gas Scheduled on account of Shipper at the Delivery Point on that Day or Hour (as the case requires), in accordance with clause 4;

**SCHD\_T** is the aggregate quantity of Gas Scheduled on account of all Users at the Delivery Point on that Day or Hour (as the case requires); and

**TQD** is the total quantity of Gas that is actually available for delivery at the Delivery Point under this Agreement and all other Transportation Agreements on that Day or Hour (as the case requires).

## Multi-Users’ agreement

### If the relevant Transporter Entity and all Users that supply receipts of Gas at a Receipt Point or take delivery of Gas at a Delivery Point agree an alternative allocation methodology to apply at that Receipt Point or Delivery Point, Transporter may, despite clause 15.2 but subject to clause 15.3(b), allocate the quantities of Gas actually received at that Receipt Point or delivered at that Delivery Point (as the case may be) in accordance with the terms of that agreement.

### Allocations and methodologies may not be changed during a Month and may never be changed retrospectively.

## Allocation methodologies imposed on Transporter

The Parties acknowledge that allocation methodologies may be imposed on Transporter by third parties in respect of certain Receipt Points and Delivery Points. Shipper agrees that Transporter may revise its allocation methodology from time to time to reflect, as far as reasonably practicable, such third party allocation methodologies. Shipper will accept allocations made by Transporter in accordance with this clause 15.4. Transporter will use its best endeavours to comply with any revised allocation methodology.

## Directions of an Authority

Without limiting its other rights under this Agreement, Transporter may, contrary to Shipper’s Nomination (if any) and without liability to Shipper comply with any lawful directions or requirements of an Authority, including to act or refrain from acting in a particular manner.

# Substitution of Delivery Point MDQ or Receipt Point MDQ

## Request to substitute Delivery Point MDQ or Receipt Point MDQ

Shipper may, by giving written notice to Transporter at least 45 Days before the proposed change or such shorter notice as Transporter agrees, seek:

### the substitution of all or part of an existing Delivery Point MDQ for a Delivery Point to another Delivery Point; or

### the substitution of all or part of an existing Receipt Point MDQ for a Receipt Point to another Receipt Point.

## Restrictions on substitution

### There can be no substitution under clause 16.1of all or part of Delivery Point MDQ to a Delivery Point or all or part of Receipt Point MDQ to a Receipt Point (as applicable) that does not have the necessary Delivery Point Facilities or Receipt Point Facilities (as applicable).

### Transporter may:

#### withhold its consent to a substitution sought under clause 16.1on reasonable commercial or technical grounds; or

#### make any consent it gives subject to conditions if the conditions are reasonable on commercial or technical grounds.

## Full acceptance

### If, following consideration of the matters under clause 16.2, Transporter reasonably forms the view that it can consent to all of the requests made by Shipper, then, within 30 Days of receipt of a notice under clause 16.1, Transporter must provide notice to Shipper that it will agree to substitute the Delivery Point MDQ or Receipt Point MDQ (as applicable) as requested in accordance with the notice.

### If Shipper notifies Transporter within 30 Days of the notice under paragraph (a) that it agrees to substitute the Delivery Point MDQ or Receipt Point MDQ (as applicable), then Transporter will implement the changes on the date originally requested by Shipper or otherwise as agreed by the Parties.

## Partial acceptance

### If, following consideration of the matters under clause 16.2, Transporter reasonably forms the view that it cannot consent to all of the request made by Shipper under clause 16.1, including because Transporter cannot meet any date that Shipper has requested for the substitution, then, within 30 Days of receipt of a notice under clause 16.1*,* Transporter must provide a notice to Shipper setting out:

#### which part of the request Transporter consents to;

#### which part of the request Transporter does not consent to; and

#### if applicable, any alternative substitution that Transporter acting reasonably determines may achieve the commercial objectives of Shipper.

### If Transporter issues a notice under clause 16.4(a), Shipper must notify Transporter within 30 Days of the date of the notice whether Shipper accepts the alternatives proposed by Transporter in the notice.

### If, within the period required under clause 16.4(b), Shipper notifies Transporter that it accepts the alternatives, then Transporter will implement the changes as soon as practicable.

### If:

#### Shipper fails to notify Transporter that it accepts the alternatives within the period required under clause 16.4(b); or

#### Shipper notifies Transporter that it does not accept the alternatives,

#### then Transporter, other than in respect of the matters agreed to under clause 16.4(a)(i), has no further obligation to Shipper in respect of the notice given under clause 16.1.

## Effect of substitution

Any substitution under this clause 16 is deemed to be a variation of the relevant Table of Receipt Points and Delivery Points.

# Receipt Points and Delivery Points

## Request by Shipper for additional points

### Shipper may give notice to Transporter requesting that Transporter provides Services under this Agreement:

#### from receipt points on the relevant Pipeline in addition to the Receipt Points set out in the Details (each an **Additional Receipt Point**); or

#### to delivery points on the relevant Pipeline in addition to the Delivery Points set out in the Details (each an **Additional Delivery Point**).

### The notice must include the proposed:

#### location for the Additional Receipt Point or Additional Delivery Point (as applicable);

#### Receipt Point MDQ and Receipt Point MHQ for the Additional Receipt Point or Delivery Point MDQ and Delivery Point MHQ for the Additional Delivery Point (as applicable);

#### changes (if any) to the Receipt Point MDQs and Receipt Point MHQs for existing Receipt Points and Delivery Point MDQs and Delivery Point MHQs for existing Delivery Points;

#### date for commencement of use of each Additional Receipt Point or Additional Delivery Point, to be the first day of a calendar month:

##### where the request involves utilising existing receipt points or delivery points on the relevant Pipeline, not less than one month from the date of service of the notice; or

##### otherwise, not less than 12 months from the date of service of the notice; and

#### period (being not less than 12 months) for which the Additional Receipt Point or Additional Delivery Point is required.

### Shipper must supply to Transporter any additional information that Transporter reasonably requires to evaluate Shipper’s request.

## Evaluation by Transporter

### Subject to paragraph (b), upon receipt of a notice under clause 17.1, Transporter will determine acting reasonably:

#### whether and the extent to which it is able to meet Shipper’s request; and

#### if it is able to meet Shipper’s request to any extent, the conditions on which it will offer to accommodate the request, including but not limited to the Receipt Point MHQ, Delivery Point MHQ, Receipt Point MDQ, Delivery Point MDQ and pressure for the Additional Receipt Point or Additional Delivery Point (as applicable) and any related proposed changes in respect of existing Receipt Points or Delivery Point (as applicable),

#### and will advise Shipper of its determination within a reasonable time.

### Shipper must pay Transporter all costs reasonably incurred by Transporter in undertaking the evaluation under paragraph (a). Shipper acknowledges that these costs include technical costs, such as the cost of pipeline modelling and engineering assessments.

### Transporter is not required to agree to a request for the Additional Receipt Point or the Additional Delivery Point if:

#### in its reasonable opinion, taking into account the Capacity of the relevant Pipeline, to do so may adversely affect an Transporter Entity’s ability to meet its obligations under other Transportation Agreements;

#### the Parties are unable to agree in respect of payment by Shipper of any costs associated with the Additional Receipt Point or Additional Delivery Point (as applicable), including (without limitation) costs referred to in clause 17.4(d);

#### Shipper has not made all appropriate arrangements with Interconnect Parties necessitated by the Additional Receipt Point or the Additional Delivery Point; or

#### in its reasonable opinion it will be unable to secure any necessary amendment to the relevant Pipeline Licence or obtain any other necessary Approval.

### Shipper must advise Transporter in writing within a reasonable time that it either:

#### accepts Transporter’s determination under paragraph (a), in which case the Additional Receipt Point or Additional Delivery Point (as applicable) becomes a Receipt Point or Delivery Point (as applicable) for the purposes of this Agreement, subject to Transporter’s determination under paragraph (a) and in accordance with this clause 17; or

#### rejects Transporter’s determination under paragraph (a), in which case no Additional Receipt Point or Additional Delivery Point is provided.

## Additional Receipt Point and Additional Delivery Point criteria

If Transporter provides an Additional Receipt Point or Additional Delivery Point:

### the terms of this Agreement apply to the Additional Receipt Point or Additional Delivery Point (as applicable);

### the Receipt Point MHQ for the Additional Receipt Point is:

Receipt Point MDQ for Additional Receipt Point × MHQ Factor

24

and

### the Delivery Point MHQ for the Additional Delivery Point is:

Delivery Point MDQ for Additional Delivery Point × MHQ Factor

24.

## Works for Additional Delivery Point or Additional Receipt Point

### This clause 17.4 applies if, at the time Shipper gives notice under clause 17.1(a), the requested Additional Receipt Point or Additional Delivery Point:

#### does not exist; or

#### in the opinion of Transporter, does not meet the specifications and standards published by Transporter from time to time,

#### so that an Additional Receipt Point or Additional Delivery Point needs to be constructed or modified.

### Shipper may:

#### construct the Additional Receipt Point or Additional Delivery Point at its own cost; or

#### request Transporter to construct the Additional Receipt Point or Additional Delivery Point.

### If Shipper constructs the Additional Receipt Point or Additional Delivery Point, then it must:

#### design and construct, or procure the design and construction of, the Additional Delivery Point or Additional Receipt Point; and

#### connect the Additional Receipt Point or Additional Delivery Point to the relevant Pipeline on terms acceptable to Transporter,

#### subject to the supervision of, and any reasonable directions, of Transporter:

#### in accordance with designs and specification reasonably required by Transporter (including, without limitation, the specifications and standards published by Transporter from time to time); and

#### taking into account applicable legislation, Good Engineering and Operating Practice, and Transporter’s policies, specifications and guidelines from time to time.

### Transporter may recover from Shipper the costs reasonably incurred by any Transporter Entity in:

#### constructing the Additional Receipt Point or Additional Delivery Point;

#### obtaining a reasonable rate of return on capital expended to make the Additional Receipt Point or Additional Delivery Point available to the Shipper;

#### reviewing the designs and specification for, and supervising construction of, the Additional Receipt Point or Additional Delivery Point;

#### constructing improvements for increases in the capacity of the relevant Pipeline reasonably required as a result of an Additional Receipt Point or Additional Delivery Point (including the regulation, metering and quality monitoring facilities); and

#### operating and maintaining any of the above improvements.

## Shipper no longer requires Additional Delivery Point or Additional Receipt Point

If Shipper wishes to alter an Additional Delivery Point or Additional Receipt Point previously made available to it for Services under this clause 17 it must make a new request under clause 17.1 to alter such Additional Delivery Point or Additional Receipt Point and the provisions of this clause 17 will apply to the request.

# Dispute resolution

### If a dispute arises in respect of this Agreement, a Party must not commence legal proceedings in relation to the dispute (except proceedings seeking interlocutory relief) unless and until it complies with the procedures set out in this clause 18.

### A Party may refer a dispute for resolution under this clause 18 by written notice to the other Parties (**Dispute Notice**).

### The following representatives of the Parties must promptly meet on a without prejudice basis to endeavour to resolve the dispute:

#### the Representatives of the Parties set out in the Details (or their nominee), within 10 Business Days of the date of the Dispute Notice; and

#### failing resolution under paragraph (i), a more senior representative of each Party, within a further 10 Business Days.

### The Parties must act in good faith and use reasonable endeavours to resolve the dispute in all meetings conducted in accordance with paragraph (c).

### Paragraph (a) ceases to apply to the dispute if another Party fails to participate in the procedures set out in this clause 18.

### Despite the existence of a dispute, the Parties must continue to perform their obligations under this Agreement.

# Supply of Information by Shipper

To the extent that to do so does not contravene any confidentiality obligations to third parties, Shipper must provide Transporter with any information, documentation and assistance that Transporter from time to time reasonably requests to enable Transporter to comply with its obligations or exercise its rights under any Law or to meet the requirements of any Authority in relation to this Agreement.

# Default

## Events of Default

An **Event of Default** occurs in respect of a Party (**Defaulting Party**) if it commits:

### a Financial Default; or

### a Non-Financial Default.

## Default Notice

### If an Event of Default occurs, a Party that is not the Defaulting Party (**Non-Defaulting Party**) may give the Defaulting Party a notice (**Default Notice**) stating particulars of the Event of Default and that it is a Default Notice under this clause 20.2.

### Upon receipt of a Default Notice, the Defaulting Party has:

#### in the case of a Financial Default, 7 Business Days to cure that Event of Default;

#### in the case of a Non-Financial Default that is capable of remedy, 21 Business Days to cure that Event of Default; or

#### in the case of a Non-Financial Default that is not capable of remedy, 21 Business Days to:

##### take the steps and do the things that the Non-Defaulting Party, acting reasonably, requires to ensure that the Event of Default will not be repeated; and

##### pay the Non-Defaulting Party the sum, if any, that the Non-Defaulting Party reasonably determines is required to compensate the Non-Defaulting Party for the Event of Default and its consequences.

### Each of the periods in paragraphs (b)(i), (b)(ii) and (b)(iii) is a **Cure Period**.

### During the applicable Cure Period, the Defaulting Party must:

#### where either paragraph (b)(i) or paragraph (b)(ii) applies, diligently seek to remedy the relevant Event of Default; or

#### where paragraph (b)(iii) applies, take the steps described in paragraph (b)(iii),

#### and (in respect of Non-Financial Defaults) must keep the Non-Defaulting Party informed on a regular basis (and at least weekly) of the progress of the Defaulting Party in doing so.

## Remedies

If:

### an Event of Default to which either paragraph 20.2(b)(i) or paragraph 20.2(b)(ii) applies is not cured within the applicable Cure Period; or

### the Defaulting Party does not comply with paragraph 20.2(b)(iii) within the applicable Cure Period,

the Defaulting Party shall be deemed to have repudiated its obligations under this Agreement and the Non-Defaulting Party may by notice in writing to the Defaulting Party (without prejudice to any of its other rights under this Agreement or at Law) exercise any or any combination of the following remedies:

### terminate this Agreement; or

### (without limiting clause 2.1(b)) suspend the obligations of the Non-Defaulting Party under this Agreement until the Event of Default is cured or the Defaulting Party has complied with paragraph 20.2(b)(iii), as applicable, or the Non-Defaulting Party gives notice to the Defaulting Party electing to terminate this Agreement, without prejudice to any right to damages; or

### sue the Defaulting Party for damages for that Event of Default and exercise any other available legal and equitable remedies (other than in respect of damages) including suing for specific performance, injunctive ruling or any other relief that it considers appropriate.

## Effect of termination

Termination of this Agreement pursuant to the provisions of this clause 20 will not affect any rights or obligations which may have accrued prior to termination, including in respect of any prior breach.

# Billing and payment

## Billing

### From the commencement of the Term, on or before the Invoice Date Transporter will render a valid tax invoice to Shipper for:

#### any charges for services under this Agreement incurred in or in respect of the preceding Month; and

#### any other amounts payable by Shipper to Transporter under this Agreement (including, without limitation, Transporter’s costs in acquiring quantities of Gas in order to correct an Imbalance).

### Transporter must, when forwarding a valid tax invoice to Shipper, enclose a statement showing:

#### the quantity of Gas delivered to or for the account of Shipper under the Firm Service and the Interruptible Service (as applicable) for each Day during the Month;

#### any Imbalances, including Parking Imbalances and Loan Imbalances, for each Day during the Month;

#### any Overrun Quantities for each Day during the Month;

#### Shipper’s share of the costs of any Specific Imposts incurred during the Month; and

#### any other information which Transporter considers appropriate.

### Within 30 Days of Shipper receiving the tax invoice and statement under paragraphs (a) and (b), Shipper may request, and Transporter must provide to Shipper within a reasonable time of the request, any information reasonably requested by Shipper in relation to the amounts set out in a tax invoice or the quantities set out in a statement. For the sake of clarification, a request made under this clause will not justify any delay in payment under clause 21.2.

### When information necessary for billing purposes is in the control of Shipper, Shipper must furnish that information to Transporter not more than five days after the end of the relevant Month.

## Payment

### Shipper must pay Transporter the amounts set out in clause 21.1(a) by the Payment Date.

### Payment must be made in immediately available funds on or before the Payment Date by direct deposit or telegraphic transfer to a bank account designated by Transporter by notice in writing to Shipper or as otherwise directed by Transporter to Shipper.

### If the Payment Date falls on a Day that is not a Business Day, Shipper’s payment must be made on or before the Business Day prior to the Payment Date.

### If the Shipper has a bona fide dispute in respect of any tax invoice furnished by Transporter under this clause, then Shipper must:

#### notify Transporter of the nature of the dispute and the amount in dispute; and

#### make payment of the amount not in dispute in accordance with clause 21.2(a).

### Shipper and Transporter must, upon request, each furnish to the other copies of all records relevant to the dispute. Any disputed amount which is subsequently found to be payable by or repayable to Shipper will require an Adjustment Note to be issued to Shipper within 28 Days of resolution. This will be due and payable no later than 14 Days after issue of the Adjustment Note together with interest on that amount calculated by multiplying:

#### the amount to be paid by Shipper or re-paid to Shipper;

#### the ratio of the number of Days from the due date of the payment by Shipper under clause 21.2(a) to the date of actual payment to 365; and

#### the Default Rate.

## Failure to pay tax invoice

### If Shipper fails to pay the entire invoiced amount by the Payment Date, excluding any amounts withheld pursuant to clause 21.2(d), then Shipper must also pay a charge for late payment which will be included by Transporter on the next regular Monthly tax invoice rendered to Shipper under this clause 21. That charge for late payment will be determined by multiplying:

#### the unpaid portion of the invoiced amount;

#### the ratio of the number of Days from the due date to the date of actual payment to 365; and

#### the Default Rate.

### Shipper may set off amounts owing by Transporter to Shipper but does not have the right to set off any disputed amount against the Minimum Bill portion of subsequent tax invoices.

## Correction of billing errors

### Subject to paragraph (b), if an error is discovered in the amount of any tax invoice rendered in accordance with clause 21.1, then Transporter must adjust for the error on the next tax invoice provided to Shipper after the error is discovered. The adjustment must include interest at the Bank Bill Rate in respect of the amount under-charged or over-charged (as the case may be) for the period from the date on which the erroneous tax invoice was paid to the date upon which the adjustment is made.

### Errors discovered more than 12 months after the date of delivery of Gas to which the erroneous tax invoice relates will not be adjusted.

# Information Interface

## Right of Access

### On and from the Commencement Date, Operator grants to Shipper a non-exclusive, non-assignable, non-transferable right to access the Information Interface (**Right of Access**) solely for the following purposes:

#### submitting Nominations under this Agreement;

#### submitting or confirming details of Capacity Trades made with other Users; and

#### receiving information regarding receipts, delivery, balances and Gas flows under this Agreement.

### The Right of Access may only be exercised on behalf of Shipper by Named Users authorised by Transporter in writing. Shipper is liable for any loss incurred by Transporter resulting from the use of the Information Interface by Named Users for other than the purposes in paragraph (a).

### The Shipper must not reverse engineer, decompile, disassemble or alter the Information Interface or any source code associated with the Information Interface.

## Control and ownership

The Shipper acknowledges that Operator:

### retains all ownership and Intellectual Property Rights in the Information Interface, including all copyright in any computer software contained or embodied in the Information Interface;

### may monitor the use of the Information Interface by the Shipper; and

### may implement changes to the Right of Access and/or Information Interface at any time by giving reasonable prior notice to the Shipper.

## Support services

### Operator must provide reasonable help desk support to assist the Shipper in operating the Information Interface.

### Operator has no obligation to install, maintain or provide technical support services in relation to the Information Interface on the Shipper’s computer system.

## Parties to co-operate

Operator will use its best endeavours to ensure that the Information Interface operates efficiently. However, the Shipper acknowledges that the Information Interface may not function error-free or uninterrupted at all times. Operator may nominate temporary alternative arrangements for Nominations if operation of the Information Interface is impaired, and the parties agree to co-operate to ensure that such alternative Nomination arrangements function effectively.

# Liability and indemnities

## Limits on recovery of Consequential Loss

Subject to clause 23.2(b), to the extent permitted by Law, neither Party is liable to the other Party for Consequential Loss suffered or incurred by the other Party, or for punitive or exemplary damages, arising in respect of this Agreement. This exclusion of liability does not apply in respect of a Party’s liability for fraud or Wilful Misconduct.

## Indemnities

### Where a Party (**Party A**) is negligent in connection with this Agreement or its subject matter, or is in breach of this Agreement, then:

#### where the other Party (**Party B**) sustains or incurs any Direct Loss that arises from a Claim made or brought against Party B by a third party, Party A indemnifies Party B in respect of that Direct Loss. Party A’s obligation to indemnify in this clause is reduced to the extent that the relevant Direct Loss is caused or contributed to by Party B’s negligence or breach of this Agreement; and

#### where Party A sustains or incurs Loss that arises from a Claim made or brought against Party A by a Third Party Claimant of Party B, Party B indemnifies Party A in respect of that Loss which would not have been sustained or incurred by Party A had clauses 23.1 and 23.3 applied.

### The exclusion of liability in clause 23.1 does not apply in respect of a Party’s liability under paragraph (a)(ii).

## Limitations of liability

### Subject to paragraph (b), to the extent permitted by Law, the aggregate liability of Transporter to Shipper in respect of this Agreement, whether in contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise, is limited to the Liability Cap.

### Paragraph (a) does not apply to the extent that Loss sustained or incurred by Shipper is caused or contributed to by Transporter’s Wilful Misconduct or fraud.

### To the extent permitted by Law, the limitations of Transporter’s liability under clause 23.1, this clause 23.3 and any statutory limitation or exclusion of liability (including those referred to in clause 23.4):

#### are to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances; and

#### may limit each other.

### Nothing in this clause 23 limits or otherwise affects any obligation of Shipper under clause 6 of this Agreement.

## Other Laws

Nothing in this Agreement limits Transporter’s rights under any Laws from time to time which limit or avoid Transporter’s liability to Shipper or any other person.

## Duty to mitigate

Each Party must use reasonable endeavours to mitigate any loss, damage, cost or expense that arises in connection with a breach of this Agreement by, or the negligent acts or omissions under this Agreement of, the other Party.

## Survival

This clause 23 survives the termination or expiry of this Agreement.

# Force Majeure Events

## Consequences of Force Majeure Event

### Subject to clause 24.2, a Party’s obligations under this Agreement:

#### are suspended during the time, and to the extent, that their performance is prevented, wholly or in part, by a Force Majeure Event; and

#### no liability to the other Party accrues for loss or damage of any kind arising out of, or in any way connected with, that non-performance.

### Suspension of any obligations pursuant to this clause 24.1 does not:

#### relieve a Party of its obligation to pay amounts owing to the other Party; or

#### affect any obligations which accrue prior to the suspension; or

#### (if the Force Majeure Event affects only some obligations of the affected Party) affect any other obligations of the affected Party; or

#### relieve Shipper of its obligation to pay the Minimum Bill, the Capacity Charge, the Capacity Trading Participation Charge or the Tolling Charge, subject to clause 6.11.

### The period of suspension of any obligations under this clause 24.1 excludes any delay in the performance by the affected Party of those obligations which are attributable to a failure by the affected Party to comply with clause 24.2.

## Mitigation

The affected Party must use reasonable endeavours to avoid or remove the circumstance constituting the Force Majeure Event and to mitigate the effect of the Force Majeure Event, provided that the affected Party has an unfettered discretion in how it deals with any Force Majeure Event that results from a strike, lockout, ban, slowdown or other industrial disturbance. The other Party must cooperate and provide such assistance as the affected Party reasonably requests.

## Notification and diligence

A Party which is, by reason of a Force Majeure Event, unable to fulfil its obligations under this Agreement must:

### notify the other Party as soon as possible giving:

#### reasonably full particulars of the Force Majeure Event and its effect on that Party’s ability to fulfil its obligations under the Agreement;

#### the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

#### the means proposed to be adopted to remedy or abate the Force Majeure Event;

### keep the other Party informed as to progress in terminating or remedying the Force Majeure Event;

### resume performance as expeditiously as possible after termination or remedy of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;

### notify the other Party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance to occur; and

### notify the other Party when resumption of performance occurs.

## Consultation

Following receipt of the notice in clause 24.3, the Parties must consult to assess the Force Majeure Event and any ways in which it might be avoided or its effects mitigated, having regard to each Party’s rights and obligations under any relevant agreement to which it is a party.

## Waiver of Force Majeure Event

If a Party gives notice of a Force Majeure Event, that Party may, by giving a further notice to the other Party, waive the operation of this clause 24 in respect of the event or circumstance and the obligations of the Parties under this Agreement resume in full force and effect.

## Liability not relieved

Force Majeure Events do not relieve a Party of liability:

### if and to the extent that its negligence, wilful misconduct or breach of contract caused or contributed to its failure to perform under this Agreement;

### if and to the extent that it fails to use reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event adequately and promptly; or

### to make payments of amounts then due in respect of Gas previously delivered.

## Termination for prolonged Force Majeure Event

If a Party invokes this clause 24 and the same Force Majeure Event prevents or inhibits the performance of any obligation or condition required to be performed under this Agreement for a period of 12 Months then the Parties must consult to decide what action should be taken to carry out the intentions of this Agreement. If the Parties are unable to agree within 7 Days of the expiry of that 12 Month period that the Force Majeure Event can reasonably be resolved, then either Party may terminate this Agreement by giving to the other not less than 2 Months prior written notice to that effect. From the date termination takes effect neither Party is under any further obligation to the other in respect of matters arising after that time.

# Notices

## Service

A notice, demand, consent or other communication other than a Nomination (**Notice**) given or made under this Agreement:

### must be in writing and signed by the sender or a person duly authorised by the sender;

### must be addressed and delivered to the intended recipient at the address or fax number, or (in respect of, Scheduling, curtailment and invoices only) email address, set out in clause 25.2 or the address, fax number or email address (as applicable) last notified by the intended recipient to the sender after the date of this Agreement; and

### is duly served, given or made when delivered, received or left at the fax number, address or email address referred to in paragraph (b). If delivery occurs on a day which is not a business day in the place to which the Notice is sent or is later than 4 pm at that place, the Notice is taken to be duly served, given or made at the commencement of business on the next business day in that place.

Normal operating instructions may be given digitally.

## Address for notices

Unless otherwise notified by the Party, each Party’s address for notices is the address set out at the front of this Agreement.

## Transporter’s representative

### Transporter may from time to time by notice to Shipper appoint a representative of Transporter (**Representative**) for the purposes of receiving Nominations, Scheduling quantities of Gas and issuing tax invoices and statements in respect of quantities of Gas to be transported under this Agreement. Transporter may revoke the Representative’s appointment or appoint additional or substitute Representatives at its discretion.

### Any notice under this Agreement given by the Representative to Shipper for the purposes referred to in paragraph (a) are binding on Transporter. However notices, other than Nominations, given by Shipper under this Agreement must be given to Transporter in order to be validly given.

# Assignment

## Benefit of agreement

This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

## Restrictions on assignment of interests in agreement

### A Party must not assign, novate, transfer or otherwise dispose of (in this clause 26.2, “**assign**”) the whole or part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent must not be withheld unreasonably in the case of an assignee that is technically and financially capable of performing the assigned rights and obligations. Any purported dealing in breach of this paragraph (a) is of no effect.

### The execution by the assignee of a covenant to be bound by this Agreement, in a form satisfactory to the non-assigning Party acting reasonably, is a condition precedent to any assignment under paragraph (a).

### Nothing in this clause 26.2 prevents a Party from charging, mortgaging or assigning its rights under this Agreement as security for its indebtedness, provided that the chargee, mortgagee or assignee enters into a deed with the non-assigning Party to be bound by this Agreement and the non-assigning Party’s costs in respect of the deed are borne by the Party granting security.

### Any Change in Control of a Party (**Affected Party**) requires the other Party’s prior written consent. Such consent must not be unreasonably withheld, delayed or conditioned, where the Affected Party, immediately after the Change in Control, would have sufficient financial capacity and technical capability to enable the Affected Party to comply with its obligations and meet its liabilities enforceable by the other Party against the Affected Party under this Agreement, which must be determined acting reasonably, having regard to the likelihood of such liabilities arising (including the extent to which such liabilities are contingent upon the occurrence of an event). A Change in Control of an Affected Party which occurs without the prior written consent of the other Party will be deemed to be a Non-Financial Default committed by the Affected Party.

### This Agreement does not prohibit or restrict any Change in Control occurring as a result of the transfer, issue, redemption, buyback, cancellation, repurchase or reorganisation of marketable securities in an entity that is listed on a recognised public stock exchange.

(f) Notwithstanding any other provision of this Agreement, including this clause 26.2, if Regional Power Corporation is restructured:

(i) by Law; or

(ii) through other means, including the use of subsidiary or associated companies; or transfer of assets, rights and liabilities,

then the rights and obligations of Regional Power Corporation under this Agreement are assigned to and assumed by the appropriate legal entity as determined by Regional Power Corporation or the successors of Regional Power Corporation under the restructure.

## Assignment of contracted capacity

### This clause 26.3 applies only if the relevant Pipeline is subject to an Access Arrangement.

### Shipper may, without Transporter's consent, assign, by way of subcontract, all or any of Shipper's contracted capacity under this Agreement to another person (the **third party**) with the following consequences:

#### Shipper's rights against, and obligations to, Transporter are (subject to paragraph (ii)) unaffected by the assignment; and

#### Shipper must immediately give notice to Transporter of:

##### the subcontract and its likely duration; and

##### the identity of the third party; and

##### the amount of the contracted capacity assigned and any other details (other than price) reasonably requested by Transporter.

### Transporter is not under any obligation to Shipper or the third party in respect of an assignment under paragraph (b) unless and until the Shipper notifies Transporter in accordance with paragraph (b)(ii).

# Confidentiality

## Use of information

### Subject to clause 27.3, a Party receiving Confidential Information may use it solely for the purposes of performing its obligations under this Agreement or for internal purposes related to the governance of the Party or its Related Bodies Corporate, unless the prior written consent of the other Party is obtained.

### Notwithstanding any of its obligations under this clause 27, Transporter may:

#### disclose to a Trading Counterparty of Shipper any information, relating to Shipper, which Transporter reasonably determines that the Trading Counterparty of Shipper needs to know to facilitate Gas Trades between Shipper and that Trading Counterparty;

#### disclose to other Capacity Traders any information, relating to Shipper, which Transporter reasonably determines that the other Capacity Traders needs to know to facilitate Capacity Trades generally; and

#### publicly identify Shipper as a party to a Transportation Agreement on the Pipeline.

## Disclosure with consent

### Subject to clause 27.3, a Party must not disclose Confidential Information to any third party for any purpose without the prior written consent of the other Party.

### Where a Party seeks consent to make a disclosure, it must notify the other Party of the content of the proposed disclosure and the identity of all people to whom it proposes to make the disclosure.

### A disclosure proposed to be made in accordance with the consent of the other Party may only be made if all people to whom the disclosure is proposed to be made agree in writing, on terms acceptable to the other Party, to keep the information confidential.

## Disclosure on conditions

A Party may, without obtaining the consent of the other Party, disclose Confidential Information:

### to the extent required by Law or lawfully required by an Authority;

### to the extent required by any securities commission having jurisdiction over the Party, or by the rules of any stock exchange on which are listed the securities in the capital of the Party or a Related Body Corporate of the Party;

### to the extent that the information is at that time lawfully generally available to the public, other than as a result of a breach of this Agreement;

### to the extent required by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration;

### to any Related Body Corporate of a Party, provided that the disclosure is for the purpose of this Agreement;

### to a bank or other financial institution in connection with the organisation of the Party’s financial affairs;

### in the case of Regional Power Corporation, to the Minister that has statutory responsibility for Regional Power Corporation, the Minister’s department, the Department of Finance or to any person that the Minister may lawfully direct; and

### to its employees, directors, consultants, contractors, lawyers and auditors (including those of its Related Bodies Corporate) for the purposes of this Agreement, the transactions contemplated by this Agreement and the due administration of the Party’s business.

## Advance notice of disclosure

A Party must, whenever practicable and permitted by Law, prior to making any disclosure permitted by clauses 27.3(a), 27.3(b) or 27.3(d), advise the other Party of the form and content of the proposed disclosure and must provide the other Party with a reasonable opportunity to comment on the proposed disclosure.

## Confidentiality undertaking

A Party must, prior to making any disclosure permitted by clause 28.3(f) or to any contractor or consultant referred to in clause 27.3(g), require any person to whom it proposes to make the disclosure to enter into a written undertaking, in favour of the Parties and on terms no less stringent than in this clause 27,to keep the information to be disclosed confidential in accordance with this clause 27.

## Continuing obligation

The obligations of confidentiality under this clause 27 survive the termination of this Agreement and continue until the Confidential Information becomes publicly available other than as a result of a breach of this Agreement.

## Assistance in proceedings

A Party receiving Confidential Information under this clause 27 must provide any assistance reasonably requested by the disclosing Party in relation to any proceedings the disclosing Party may take against a third party for unauthorised use, copying or disclosure of the Confidential Information.

## Freedom of Information

### The Shipper acknowledges that Regional Power Corporation is subject to the Freedom of Information Act 1992 (WA) and that this Agreement or documents relating to this Agreement may become the subject of an application under that Act and access to them may need to be given to a third party in accordance with that Act.

### Regional Power Corporation agrees to use reasonable endeavours to avoid or minimise the disclosure of this Agreement or documents relating to this Agreement to the extent permitted by the Freedom of Information Act 1992 (WA) and acknowledges that this Agreement or documents relating to this Agreement are commercially sensitive and confidential.

### Subject to compliance with clause 27.8(b), Regional Power Corporation (and the Transporter) has no liability to the Shipper whatsoever for giving access to a document in accordance with the Freedom of Information Act 1992 (WA).”

# Credit support

### If the Details set out Credit Support, Shipper must provide that Credit Support prior to the Commencement Date.

### If Transporter acting reasonably, determines that a material adverse change has occurred in respect of Shipper which affects Shipper’s ability to be able to meet its financial obligations under this Agreement, on a written request from Transporter, Shipper must procure Credit Support (if Credit Support is not set out in the Details) or additional Credit Support (if Credit Support is set out in the Details) (as applicable) for the benefit of Transporter. For the purpose of this clause 2, a Shipper which has a credit rating of not less than BBB- issued by Standard & Poor’s or not less than Baa3 issued by Moody’s or which provides a parent company guarantee satisfactory to Transporter (acting reasonably) issued by an entity with such credit rating will be considered to be able to meet its financial obligations under this Agreement.

### If the Shipper has provided Credit Support, Transporter may, provided there has been an increase in the Shipper’s charges under this Agreement, by written notice to Shipper request that the Shipper provides additional Credit Support.

### Transporter may suspend the provision of services detailed in clause 2.1, without notice or liability to Shipper, where Shipper fails to provide Credit Support (or additional Credit Support as the case may be) satisfactory to Transporter within 15 Business Days of a written request from Transporter under this clause 28.

### Without limiting Transporter’s other rights under this Agreement or at Law, if Shipper is in breach of this Agreement then Transporter may have immediate recourse to Credit Support, without notice to Shipper.

### If this clause 28 ceases to apply or Transporter determines that Credit Support is no longer required, it will release it and return it to the Shipper.

# General provisions

## Amendment

### This Agreement may be amended only by another agreement executed by all Parties.

### Neither this Agreement nor the rates and charges payable under it will be amended as a consequence of the commencement of an Access Arrangement, any variation or revision to an Access Arrangement, or any regulatory tariff determination affecting the relevant Pipeline, whether under the National Gas Law or otherwise.

## Entire agreement

This Agreement:

### contains the entire agreement between the Parties with respect to its subject matter as at the date of this Agreement;

### sets out the only conduct relied on by the Parties; and

### supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

## Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that party under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other exercise of it or the exercise of any other power or right under this Agreement. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

## Continuing performance

### The obligations contained in this Agreement continue until satisfied in full and do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.

### Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance, termination or expiry of this Agreement.

### Any indemnity given by any Party under this Agreement:

#### constitutes a liability of that party separate and independent from any other liability of that Party under this Agreement or any other agreement; and

#### survives and continues after performance, termination or expiry of this Agreement.

## Further steps

Each Party must do everything (including executing agreements and documents) necessary or reasonably required by any other Party to give full effect to this Agreement and the transactions contemplated by it.

## Relationship of Parties

### No Party is authorised to bind or to make representations on behalf of another Party, or to pledge its credit, except as expressly provided in this Agreement.

### Subject to clause 5.3(b) and to any Special Condition which expressly provides so, nothing in this Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any Parties.

## Third parties

### Transporter enters into this Agreement for itself and for the benefit of its Related Bodies Corporate. Each Related Body Corporate may enforce the rights conferred on it under this Agreement directly against Shipper.

### Subject to paragraph (a), this Agreement confers rights only upon a person expressed to be a Party and not upon any other person.

## Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

## Other rights preserved

Except as otherwise expressly provided in this Agreement, the rights, powers and remedies under this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or equity.

## Governing law and jurisdiction

### The Laws of Western Australia govern this Agreement.

### The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them for determining any dispute concerning this Agreement.

### Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on a Party by being delivered to that Party in accordance with clause 25.

## Attorneys

Each attorney who purports to execute this Agreement on behalf of a party declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney purports to execute this Agreement.

## Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.