



CURRENT REPORT

according to the provisions of Article 234 (1) (i) of Financial Supervisory Authority Regulation No. 5/2018 on the issuers of financial instruments and market operations

Date of report: **08.10.2026**

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

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

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

Tax identification code: **RO 13068733**

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

Subscribed and paid-up capital: **RON 1,883,815,040.00**

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

REPORTED EVENTS: legal acts of the type stipulated in Article 234(1)(i) of Financial Supervisory Authority Regulation No. 5/2018

According to Article 234 (1) (i) of Financial Supervisory Authority Regulation No. 5/2018 on the issuers of financial instruments and market operations, the National Gas Transmission Company Transgaz SA informs the shareholders and investors on two legal acts concluded with two legal acts concluded with OMV Petrom SA, the cumulative value of which, together with the value of transactions concluded with this same contracting party over the preceding 12 months, exceeds the threshold of 10% of the net turnover for the 2025 financial year.

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
1	OMV Petrom SA	Contract no. 27 01.10.2026 – 01.10.2027	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	145.762.166,00
2	OMV Petrom SA	Contract no. 75 01.10.2026 – 01.10.2027	The object of this contract consists of the provision of	153.914.366,84

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	
Total: 299.676.532,84				
Legal acts concluded previously with the same contracting party over the last 12 months				
3	OMV Petrom SA	Contract no. 23L 01.10.2026-01.11.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.540.851,28
4	OMV Petrom SA	Contract no. 17T 01.10.2026-01.01.2027	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	289.924,03
5	OMV Petrom SA	Contract no. 13-RBP-AN 2026-2027 01.10.2026-01.10.2027	The provision of natural gas transmission services at the interconnection points between the Romanian National Transmission System and the natural gas transmission systems of Romania's neighbouring countries, in accordance with the provisions of the interconnection agreements.	130.796.590,76
6	OMV Petrom SA	Contract no. 13-RBP-TRIM. 2026-2027	The provision of natural gas transmission services at the	22.621.337,20

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
		01.10.2026-01.01.2027	interconnection points between the Romanian National Transmission System and the natural gas transmission systems of Romania's neighbouring countries, in accordance with the provisions of the interconnection agreements.	
7	OMV Petrom SA	Contract no. 974L 01.09.2026-01.10.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	441.817,70
8	OMV Petrom SA	Contract nor. 911L 01.08.2026-01.09.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	347.680,19
9	OMV Petrom SA	Contract no. 910L 01.08.2026-01.09.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	240.491,83
10	OMV Petrom SA	Contract no. 880L 01.07.2026-01.08.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations	941.441,65

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	
11	OMV Petrom SA	Contract no.879L 01.07.2026-01.08.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	501.883,80
12	OMV Petrom SA	Contract no. 155T 01.07.2026-01.10.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	4.979.103,82
13	OMV Petrom SA	Contract no. 811L 01.06.2026-01.07.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	261.309,24
Total				162.962.431,50
Total cumulative value of the contracts over a period of 12 months				462.638.964,34

According to the contractual terms between SNTGN Transgaz SA and OMV Petrom SA, the guarantees established, the payment terms and methods, and the contractual penalties are as follows:

Contracts for the Provision of Natural Gas Transmission Services:

Guarantees:

ART. 14

(1) For the purpose of fulfilling their obligations under the Contract, either Party shall establish a guarantee for the other Party in accordance with the Network Code.

(2) For fulfilling the obligation under paragraph (1), the TSO shall provide the credit rating.

(3) The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on:

- a. the proof of a credit rating issued by one of the rating agencies agreed by the TSO or at least at the same level as that of the TSO, valid for the duration of the Contract;
- b. pays the transmission services in advance.

(4) If, during validity of this Contract, either the NU rating or the agency agreed by the TSO changes, the NU shall notify the TSO within 3 working days from the change and shall prove the fulfillment of its guarantee obligations under this Chapter no later than 5 working days from the change.

ART. 15

(1) The payment guarantee shall be submitted by the NU as:

- a. a letter of bank guarantee in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date (according to Annex 4); and/or
- b. a guaranteed account (collateral deposit) in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date and/or
- c. an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.

(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating issued one of the following rating agencies: Standard&Poors, Moody's or Fitch, at least at the 'investment grade' level. The equivalence between the ratings of the three agencies is published on the TSO's website.

ART. 16

(1) If the NU proves the creditworthiness according to Art. 14 (3) (a), the TSO may, in certain justified cases, request the provision of a financial guarantee in accordance with Art. 15 or the advance payment of the payment obligations arising from the commercial relationship with the NU. The request for a guarantee or advance payment shall be made and explained in writing.

(2) For the transmission services, a justified case is considered the situation when the NU has a delayed payment for an amount of at least 10% of the value of the last invoice or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.

B. Yearly and quarterly product

ART. 17

(1) The NU shall submit to the TSO the financial guarantee according to (2) at least 5 working days before the start of the transmission service.

(2) The level of the financial guarantee provided by the NU shall be equal to the average value of the estimated monthly invoice for the transmission services for the following period of use.

(3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.

(4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within 7 working days after the end of the booking period.

(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.

- (6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.
- (7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.
- (8) The NU may renounce the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

C. Monthly product

ART. 18

- (1) The NU shall submit to the TSO the financial guarantee according to (2) at least 3 working days before the start of the transmission service.
- (2) The level of the financial guarantee provided by the NU shall be equal to the value of the estimated monthly invoice for the transmission services for the following period of use.
- (3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.
- (4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within two working days after the end date of the booking period.
- (5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.
- (6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.
- (7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.

D. Daily product

ART. 19

For the daily product, the payment shall be made in advance, within 24 hours following the acceptance and signature of the transmission contract and before the start of the transmission services in accordance with Article 7.

ART. 20

- (1) The payment guarantee issued according to Art. 17 (1) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.
- (2) If the level of the financial guarantee:
 - a. decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;
 - b. is more than 5% above the level specified in Art. 17 (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in Art. 17 (2).
- (3) The payment guarantee shall be adjusted within no more than 5 working days from the date of recording of the diminishing/increasing as compared to the level specified in Art. 17 (2).

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

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

(6) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).

(7) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee within 5 days from execution.

Deadlines and means of payment:

ART. 6

(1) The Network User shall pay the TSO the value of the booked transmission capacity, determined based on the capacity booking tariff applicable at the time the booked capacity can be used.

(2) The TSO shall pay the Network User the value of the non-provided transmission capacity, determined based on the non-provided capacity tariff applicable at the time the Network User was unable to use the booked capacity.

(3) The Network User shall additionally pay the Transmission System Operator, as applicable, the tariffs stipulated in the Network Code.

(4) The tariffs referred to at paragraphs (1) and (2) are specified in Annex 1 hereto.

(5) The TSO shall submit to the Network User, by the 15th day of the month following that in which the transmission service was provided, separate invoices (hereinafter referred to as "monthly invoices"), as applicable:

- a. invoice related to the transmission services provided for the previous month;
- b. invoice related to the tariff for booked capacity overrun, calculated in accordance with the provisions of Art. 99 of the Network Code, and/or the tariff for failure to use the booked capacity, calculated in accordance with the provisions of Art. 101 of the Network Code, as applicable;
- c. invoice related to the additional capacity cost, calculated in accordance with the provisions of Art. 51 of the Network Code, resulted from the nomination by the Network User (NU) of a natural gas quantity exceeding the capacity booked by the NU at an entry point into the National Transmission System (NTS).

(6) Where the NU chooses to pay in advance, the TSO shall issue and send to the NU, at least 5 calendar days before the start date of each month in which the services are provided, an invoice for advance payment, the amount of which is equal to the value of the booked capacity calculated for the period of the month in which the services are provided.

- i. at least 5 calendar days prior to the start date of each month in which the services are provided, an invoice for advance payment, the amount of which is equal to the value of the booked capacity, calculated for the period of the month in which the services are provided, plus the value of the volumetric component, calculated at the contractual capacity level for the same period;
- ii. within 15 working days of the end of the month in which the services are provided, an adjustment invoice, drawn up on the basis of the final allocation.

ART. 7

(1) Payment of the amounts due under the invoices referred to in Article 6(5) shall be made within 15 calendar days of the date of issue of the invoices. Where the due date falls on a non-working day, the deadline shall be deemed to have been met on the following working day.

(2) Payment of the amounts due under the invoices referred to in Article 6(6) shall be made by the date at which the transmission service commences, on the basis of the advance invoice issued for this purpose.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

- a. delay penalties related to the unpaid amount, equal to the delay interest due for failure to pay the budgetary obligations in due time, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;
- b. in case of failure to meet the payment obligation, the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days foreseen at letter a);
- c. the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the day when the sum of the Nu imbalances exceeds the value of the balancing guarantees.

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

ART. 24

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

ART. 25

(1) The NU shall be entitled to request and receive an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter;

(2) If the amount in paragraph (1) does not cover the entire prejudice incurred, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice incurred when TSO does not meet its gas transmission services obligation as well as any other obligations established by this Contract.

Gas transmission contract for capacity booking at the interconnection points of the National Gas Transmission System in Romania with the transmission systems of the countries neighbouring Romania

Guarantees:

A. General provisions

Art. 13

(1) The NU may be exempted from the obligation to establish the financial guarantee under Art. 14 in favour of the TSO if:

a) it makes the proof of a credit rating issued by one of the rating agencies Standard & Poor's, Moody's or Fitch, at least at the same level as that of the TSO, valid over the Contract duration;

b) it pays in advance the value of the transmission services according to Art. 5, paragraph (7).

(2) If, during the execution of the Contract the NU's rating or the rating issuing agency according to the provisions of paragraph (1) (a) changes, the NU shall to notify the TSO within 3 days from the occurrence of the change and prove it complies with the contractual provisions on the establishing of the payment guarantees, within no more than 30 form the occurrence of the change.

ART. 14

(1) The NU shall submit the payment guarantee in the form of:

a) a letter of bank guarantee in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date (according to Annex 4) and/or

b) bank transfer to the TSO's account in lei or in the euro equivalent at the European Central Bank the day of the collection of the guarantee; and/or

c) a guaranteed account (collateral deposit), in lei or in the euro equivalent at the European Central Bank on the day the guarantee is issued and/or

d) an escrow account in lei or in the euro equivalent at the European Central Bank on the day the guarantee is issued.

(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating granted by one of the rating agencies: Standard & Poor's, Moody's or Fitch, at least at the `investment grade` level. The equivalence between the ratings granted by the three agencies shall be published on the website of the TSO.

ART. 15

(1) If the NU provides the letter of good standing in accordance with Art 13, (1) (a), the TSO may request, in certain justified cases, the establishment of a payment guarantee according to Art. 14 or the advance payment of the payment obligations resulting from the commercial relationship with the NU. The request of the guarantee or advance payment shall be provided and explained to the NU in writing.

(2) For the transmission services a justified case is considered the situation in which a NU is in delay payment for an amount representing at least 10% of the value of the last invoice or of the value of the partial payment obligations, after the receipt of a notice from the TSO to that effect.

ART. 16

(1) The TSO shall be entitled to execute the guarantees under this chapter unless the NU fulfils its contract obligations completely or partly or if it delays fulfilling such obligations.

(2) Prior to executing such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.

(3) The TSO shall send the guarantee execution notification within 24 hours from the expiration of the due date of the transmission services invoices.

(4) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee in the amount and by the date established in the Contract.

B. The yearly and quarterly product

ART. 17

(1) The NU shall submit to the TSO the payment guarantee indicated in paragraph (2) within no more than 15 working days from the auction closure date.

(2) The payment guarantee provided by the NU shall be equal to twice the average value of the estimated monthly invoices for the transmission services for the following period of use. For several successive yearly capacity products or for several quarterly capacity products, the NU shall establish the payment guarantee for the first period of the first booked capacity product(s). For the following capacity products, the NU shall establish/adjust the payment guarantee at least 5 working days before the start of the period of use of the relevant products.

(3) If the level of the payment guarantee:

a) decreases by more than 5% below the level specified in paragraph (2), the NU shall supplement the financial guarantee accordingly;

b) is by more than 5% above the level specified in paragraph (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in paragraph (2).

(4) The payment guarantee shall be adjusted within no more than 5 working days from the date of recording of the diminishing/increasing as compared to the level specified in paragraph (2).

(5) The payment guarantee established in accordance with paragraph (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 45th calendar day following the expiry date of the Contract.

ART. 18

(1) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within no more than 7 working days after the auction closure date.

(2) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use, issued according to Art. 6 (2) (b) (i).

(3) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.

(4) If such advance payment does not cover the value of the settlement invoice for the relevant month, the difference shall be paid by the NU on the invoice due date.

(5) The NU may waive the advance payment option, subject to the provision of a payment guarantee according to Art. 13 (1) (a) or Art. 14 of the Contract.

C. The monthly product

ART. 19

(1) The NU has the obligation to submit to the TSO the payment guarantee in the amount indicated in paragraph (2) within no more than 5 working days from the auction closure date.

(2) The level of the payment guarantee established by the NU shall be equal to the value of the estimated monthly invoice for the transmission services for the following period of use.

(3) If the level of the payment guarantee:

a) decreases by more than 5% below the level specified in paragraph (2), the NU shall supplement the financial guarantee accordingly;

b) is by more than 5% above the level specified in paragraph (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in paragraph (2).

(4) The payment guarantee shall be adjusted within no more than 5 working days from the date of recording of the diminishing/increasing as compared to the level specified in paragraph (2).

(5) The payment guarantee established in accordance with paragraph (1) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 45th calendar day following the expiry date of the Contract.

ART. 20

(1) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within no more than 2 working days after the auction closure date.

(2) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use, issued according to Art. 6 (2) (b) (i).

(3) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.

(4) If such advance payment does not cover the value of the settlement invoice for the relevant month, the difference shall be paid by the NU on the invoice due date

D. The daily and within-day product

ART. 21

The auction guarantee shall become the payment guarantee.

Payment and invoicing terms and conditions

A. General provisions

ART. 5

(1) The NU shall pay to the TSO the value of the booked transmission capacity based on the capacity booking tariff applicable at the moment of use of the booked capacity, plus the additional tariff applied in the incremental capacity processes and any auction premium resulting from the auction process. In the situation referred to in Article 2(2), the NU shall additionally pay the TSO the tariff for the commodity component applicable to the quantity of natural gas transmitted, determined on the basis of the final allocations, during the period in which the booked capacity may be used. The NU shall pay the TSO the additional tariff resulting from the incremental capacity process only in the case of incremental capacity allocation.

(2) As applicable, the NU shall pay additionally to the TSO the tariffs under the Network Code. Invoices issued to this effect shall be paid within 15 calendar days from the invoice date. If the due date is a non-working day, such date is deemed achieved on the next working day.

(3) The firm gas transmission services provided shall be invoiced in lei, based on the booked capacity, the number of hours in the invoicing period and the natural gas quantities set based on the final allocations, in line with the provisions of the interconnection agreement.

(4) The interruptible gas transmission services provided shall be invoiced in lei, based on the booked capacity, the number of hours in the invoicing period in which the transmission services were not limited/interrupted and the gas quantities, according to the final allocations compliant with the interconnection agreements.

(5) The payment method as well as the designation of the agreed banks for the banking operations shall be agreed in compliance with the applicable laws.

(6) Invoices issued according to par (3) and (4) shall be paid by the date established in the Contract. If the due date is a non-working day, such date shall be deemed achieved on the next working day.

(7) The advance payment of the transmission service invoices shall be made until the commencement of the transmission service based on the advance payment invoice issued in this respect.

(8) The payment obligation shall be deemed met at the date of entry of the relevant total amounts to the TSO's account.

B. The yearly, quarterly and monthly product

ART. 6

(1) Invoices issued for the transmission service shall be paid within 15 calendar days from the date of issuance.

(2) The transmission services shall be invoiced as follows:

a) If the NU chooses not to make an advance payment, the TSO shall issue and send the NU until day 15 of the month following month following the month for which it provided the transmission service an invoice for the transmission services provided for the previous month, prepared according to the Contract;

b) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:

(i) an advance payment invoice the value of which is equal to the value of the capacity booked, calculated for the service provision month to which, in the situation foreseen at Art 2 (2) of the Contract, the commodity component value calculated at the contractual level of the capacity for the same period is added, at least 5 calendar days before the start date of each services provision month;

(ii) a payment settlement invoice prepared on the basis of the monthly allocation within 15 working days from the end of the service provision month

C. The daily and within-day product

ART. 7

(1) Invoices issued according to paragraph (2) (a) shall be paid within 5 days, and invoices issued according to paragraph (2) (b) within 15 days from the date of issuance.

(2) The transmission services shall be invoiced as follows:

a) On the day following the transmission service provision day the TSO shall issue and send the NU, an invoice for the capacity booked to which the commodity component value calculated at the level of the daily allocation is added, prepared according to the provisions of the Contract;

b) Within 15 working days from the end of the service provision month the TSO shall issue and send the NU a payment settlement invoice for the transmission services provided prepared on the basis of the final allocation.

Contract liability:

ART. 23

(1) Failure to meet by the due date the payment obligation for the gas transmission service invoices shall determine:

a) delay penalties related to the unpaid amount, calculated for the outstanding amount, equal to the default interest due for the failure to pay the budgetary obligations by the due date, for each day of delay;

- (i) starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, in case of failure to meet the payment obligation by the due date;
 - (ii) starting with the 6th calendar day from the invoice issuing date for the booked capacity, until its full payment, the payment date included, in case of failure to meet the payment obligation by the due date for the daily and within-day products.
 - b) the withholding, from the financial guarantee provided, the amount necessary to cover the total or partial payment of the issued invoices;
 - c) in case of total or partial failure to meet the payment obligation, the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the expiry of the period of 15 calendar days;
 - d) the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the day when the sum of the NU imbalances exceeds the value of the balancing guarantees.
- (2) If the due date is a bank holiday, the dates indicated in paragraph (1) shall be shifted accordingly.

ART. 24

- (1) The full or partial culpable breach of the contract obligations by the NU, other than the payment obligations, shall entitle the TSO to claim damages, proportionally with the prejudice, according to the applicable law.
- (2) The full or partial culpable breach of the contract obligations by the TSO shall entitle the NU to claim damages, proportionally with the prejudice, according to the applicable law.
- (3) The debtor of the obligation shall be deemed in default by the meeting of the due dates set for the execution of contractual obligations, except as specifically set forth in this Contract.
- (4) By derogation from paragraph (2), where incremental capacity is allocated, the TSO shall not be liable and shall not be held responsible for damages or any other penalty payments if the NU incurs damages, costs or loss due to any of the following:
- a) failure to complete or delay in completing, in whole or in part, the investments related to the neighbouring TSO;
 - b) termination or breach of the capacity booking contracts between the NU and the neighbouring TSO or non-existence thereof, regardless of the reason for the absence of an agreement between the NU and the neighbouring TSO;
 - c) actions or inactions of the NU in the territory of the neighbouring state or force majeure events in the territory of the neighbouring state that prevent the performance of the obligations by the TSO under this contract.
- (5) The TSO shall notify any delay to the date of start of commercial operation of the incremental capacity as foreseen in the incremental capacity project. By signing the contract, the NU shall be deemed to have accepted that if permits, approvals, easements, public procurement contracts and any other relevant land access rights required for the construction phase of the project are not obtained/signed or are delayed, the execution deadlines for the implementation of the incremental capacity project shall be deemed to be extended accordingly and the TSO shall have no liability to the NU in connection with such delays.
- (6) Except in the situations referred to in paragraph (5), if the TSO does not comply with the obligation to ensure, at the date of start of commercial operation of the incremental capacity as foreseen in the incremental capacity project, all the conditions for the effective use of the incremental capacity booked

by the NU, the TSO shall pay the NU a late payment penalty on a monthly basis. This penalty shall be equal to the annual long-term firm capacity booking tariff applicable at the time the capacity can be used, multiplied by the transmission capacity booked per day and the number of days of that month during which the booked transmission capacity was not been provided.

**DIRECTOR - GENERAL
ION STERIAN**