

Standard Terms and Conditions

for Services by *pigsar*TM High-Pressure Test Facility for Natural Gas Meters in Dorsten

as the

"Operator of German National Standards for Volume of High-Pressure Natural Gas"

and as the

"State-Approved Test Laboratory for High-Pressure Meters (GNW 45) of Vier Gas Services GmbH & Co. KG",

and as the

"Calibration Laboratory for Volume flow of High-Pressure Natural Gas of Vier Gas Services GmbH & Co. KG",

effective 1 January 2017

1 Range of Services

The test facility for high-pressure natural gas meters operated by Vier Gas Services GmbH & Co. KG in Dorsten allows testing and proving (hereinafter referred to as "testing") of gas meters sized up to DN 400 at volumetric flow rates of

$$Q_{\min} = 8 \text{ m}^3/\text{h} \text{ to } Q_{\max} = 6,500 \text{ m}^3/\text{h}$$

and at test pressures (gauge pressure), p_g , of

16 to 50 bar.

Owing to seasonal variations in gas consumption, the maximum volumetric flow rate in the pressure range of $p_g = 26$ bar to 42 bar can drop down below 4000 m^3/h (e.g. in summer months).

The Client shall advise *pigsar*TM of the desired test conditions ahead of the test date. Unless agreed otherwise, the objective of the test will be to confirm and document test meter compliance with the German weights and measures regulations.

2 Test Standards

Testing will be in accordance with applicable test standards as laid down by law and official rules. Should the Client request other test standards to be applied and their application is agreed, the additional costs incurred will be charged in accordance with Section 3 below. For testing to be possible, the Client shall provide valid approval certificates (see Section 12) and documentation with details of the meter's electrical connections. Moreover, the meter shall be equipped with high frequency flow sensors (HF pulse transducers). If manual testing is required or only low frequency transducers are available, the additional costs incurred will be charged in accordance with Section 3 below.

3 Prices / Charges

Our prices are detailed on the price list. Vier Gas Services GmbH & Co. KG will charge the prices on the price list applicable at the time of the test. Any other services rendered will be charged on the basis of "Rates and Conditions for Services Rendered" of Open Grid Europe GmbH, as amended. All prices/fees quoted are net prices/fees exclusive of VAT. If manual testing becomes necessary or if documents are missing so that the time for preparations and testing exceeds two hours, all extra hours will be charged in addition to the standard fee. Services rendered as the National Standard, e.g. testing in order to allow the "volume unit of high-pressure natural gas" to be passed on, are not covered by the price list and will be charged separately.

4 Cancellations

If a test is cancelled, the cancellation fees detailed on the price list will be charged.

5 Delivery / Collection

The meter to be tested shall be delivered, freight paid and in time, to *pigsar* c/o Open Grid Europe, Logistic Centre, Haltemer Straße 125, 46284 Dorsten, Germany, during office hours (7.00 hrs to 15.30 hrs on Mondays to Thursdays and 7.00 hrs to 14.30 hrs on Fridays). Delivery and collection dates/times are detailed on the price list. Unloading and reloading will be by Open Grid Europe GmbH, if necessary. Vier Gas Services GmbH & Co. KG reserves the right to charge warehouse costs for any tested meters not collected within 5 working days after the end of the relevant test week.

6 Installation and Removal

Vier Gas Services GmbH & Co. KG will install and remove the meter and make it available for collection. If special fittings are required because the test meter deviates from the standard arrangements available, such special fittings will – upon agreement – be obtained at the Client's expense. The fittings will only be used if proper pressure test certificates are available. Certified fittings may also be provided by the Client, if agreed beforehand.

7 Reservation

Proper testing and completion of the test assignments on schedule will require a sufficient gas pressure and the required gas flow to be available at the test facility. If this is not the case, all pending tests will be deferred accordingly. Where necessary, the test assignments will be rescheduled. However, any such deferral or rescheduled assignment shall not entitle the Client to claim any damages, and Vier Gas Services GmbH & Co. KG will endeavour to conduct the test as soon as possible.

8 Documentation

If the meter proves to have the required measuring accuracy, a calibration certificate or test certificate will be issued in conformity with the applicable weights and measures regulations. In all other respects, the test results will be documented in accordance with the test standards applied. A copy of the test results will be kept at the test facility for a minimum of 2 years.

9 Terms of Payment

All invoices shall be paid upon receipt without any deductions. The place of performance for payments shall be Essen, Germany.

10 Warranty

Vier Gas Services GmbH & Co. KG warrants proper performance and documentation of the test in accordance with engineering practice. If a deficiency occurs in this respect, the tests will be repeated free of charge at the Client's request and documented anew. Any such claim shall be subject to a period of limitation of 12 months after delivery of the tested meter and the test documents ex test site. The foregoing shall constitute the sole remedy of the Client, and in no event shall the Client be entitled to claim damages e.g. on account of measurement differences.

11 Liability

The liability of Vier Gas Services GmbH & Co. KG and its servants, agents and employees for any damage to or destruction of the gas meter made available shall be excluded where due to slight negligence, and in all other cases, except cases of gross negligence or wilful acts, be confined to the current value of the meter concerned. No liability will be assumed for meters delivered without prior notification. Also, Vier Gas Services GmbH & Co. KG will not be liable for any economic loss.

Vier Gas Services GmbH & Co. KG provides no warranty for the compressive strength or tightness of test meters or test meter runs where Vier Gas Services GmbH & Co. KG servants, agents and employees assemble test meter runs or instal components (e.g. nozzles or blind flanges). Said components must be tested for their compressive strength and tightness after they have left the test facility prior to commissioning. Vier Gas Services GmbH & Co. KG accepts no liability for any damage caused by the tested meters or meter runs after they have left the test facility.

12 Strength of Meters Tested / Meter Runs

The Client warrants that the meters, spool pieces and other components made available by the Client for the tests have sufficient strength to withstand the test pressures. Prior to testing, the Client shall present a valid pressure test certificate for all components to be tested (according to internationally accepted standards). If the relevant documents are missing, the test meter will be deemed "not delivered" and the relevant fees will be charged. In addition, Vier Gas Services GmbH & Co. KG reserves the right to refuse meter testing on safety grounds.

Should a meter, spool piece or any other component used for the tests fail to withstand the test pressure, the Client shall compensate Vier Gas Services GmbH & Co. KG for any and all damage caused, even if the Client is not at fault.

13 Confidentiality, Advertising

Vier Gas Services GmbH & Co. KG will ensure that any and all Client-related meter data and business information coming to the attention of *pigsar*TM personnel in connection with the tests and documentation of the test results is kept confidential and not disclosed to any third parties or any other Vier Gas Services GmbH & Co. KG departments. Analysis of any tests for advertising purposes shall require a prior written agreement.

14 Law

All meter testing shall be governed by German law. The place of jurisdiction for Clients shall be Essen, Germany.

In addition, the "General Terms and conditions for the Delivery of Goods and/or Services by Open Grid Europe GmbH" (January 2017) shall apply.