

**Grid Usage Contract**

Between

**swissgrid ag**

Dammstrasse 3, P.O. Box 22, CH-5070 Frick, acting through the legitimate bodies of representation

hereinafter referred to as «**swissgrid**»,

and

**Contracting Partner**

Name	
Address	
Postcode / Place	

, acting through the legitimate bodies of representation

hereinafter referred to as «**grid user**»,

together «**Parties**»

Governing the Usage of the Transmission System

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## 1 Subject matter

swissgrid makes available to the grid user the transmission system it operates for transferring electrical power and energy against payment of a grid usage charge.

A grid connection contract for all the feed-out points used by the grid user is required to use the grid.

Grid usage must be remunerated for the total physical purchase of power and energy via the grid feed-out points stipulated in the data sheet. Exceptions to these principles are set out in the Annexes.

Grid connection and energy supply do not form part of this Contract.

## 2 Terms

The terms used in this Contract are applied in accordance with the definitions contained in the Electricity Supply Act (StromVG), the Electricity Supply Ordinance (StromVV) and the current version of the glossary for the rules governing the Swiss electricity market.

The abovementioned glossary is published on the VSE website ([www.strom.ch](http://www.strom.ch)) and can be viewed there.

## 3 Contract elements

The following documents form an integral part of this Contract:

- Grid Usage Price List
- Grid Usage Data Sheet
- General Conditions Governing the Usage of the Transmission System

The latest Price List is published on the swissgrid website ([www.swissgrid.ch](http://www.swissgrid.ch)) and can be viewed there by the grid user.

## 4 swissgrid services

swissgrid provides the grid user with the generally uninterrupted usage of the transmission system within the normal tolerances for voltage and frequency (cf. UCTE Operation Handbook Policy 1).

## 5 Grid user services

The grid user pays swissgrid financial remuneration for the usage of the transmission system in accordance with the current Grid Usage Price List.

swissgrid is entitled to carry out a credit rating of the grid user, or arrange for such a credit rating to be carried out, at any time. In this context, swissgrid may request suitable collateral for the remuneration which is payable by the grid user under the terms of this Contract and the grid user shall provide the said collateral.

## **6 Liability**

Liability, subject to Section 2, depends principally on the relevant legal provisions. All other liability is excluded.

The Parties are not entitled to the reparation of direct or indirect loss or damage, which is caused to them as a result of voltage and frequency fluctuations, disruptive system perturbations and as a result of interruptions or restrictions to grid operation and electricity output due to faults or congestion management, unless the loss or damage is attributable to gross negligence or intent of the other Party.

## **7 Contract term, termination**

This Contract comes into force retroactively as at 1 January 2009 and remains valid provided the grid connection to the transmission system exists. It can be terminated at any time by the grid user in writing to the end of a month subject to a notice period of six months.

Additional conditions of termination are included in the General Conditions Governing the Usage of the Transmission System.

## **8 Transfer of the Contract**

Both Parties shall undertake to transfer the contractual relationship, with all rights and obligations, to a potential legal successor.

The transferring Party shall only be exempt from its obligations arising out of the Grid Usage Contract if the legal successor declares in writing its entry into the Contract and the other Party agrees to this operation.

Each Party can then only reject a legal successor if the latter offers no assurance of meeting the contractual obligations.

## **9 Implementation documents**

The General Conditions Governing Meter Data Management and Information Processes and the provisions of the Transmission Code (both in the respective current version) shall also apply (hereinafter referred to as the implementation documents). Changes to the implementation documents shall come into effect with a notification period of seven months at the start of a month. The notification is submitted via e-mail or in writing to the contact stated in the data sheet. The latest implementation documents are available on the swissgrid website ([www.swissgrid.ch](http://www.swissgrid.ch)) and can be viewed there.

## **10 Changes to the Contract**

Changes to the Grid Usage Contract shall be made in writing.

## **11 Final provisions**

The entry into force of this Contract annuls all earlier agreements relating to content of this Contract.

This Contract has been drawn up in duplicate. Each Party shall receive one original.

**swissgrid ag**

\_\_\_\_\_  
Town/city

\_\_\_\_\_  
Name

\_\_\_\_\_  
Town/city

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Contracting Partner**

\_\_\_\_\_  
Town/city

\_\_\_\_\_  
Name

\_\_\_\_\_  
Town/city

\_\_\_\_\_  
Name

**Annexes:**

- Grid Usage Data Sheet
- General Conditions Governing the Usage of the Transmission System