



# General Terms and Conditions

for Storage Services ("GTCS")

of

**HanseWerk AG,  
Schleswag-HeinGas-Platz 1, 25450 Quickborn**

(hereafter referred to as "HanseWerk")

May 2022

## Contents

### General terms and conditions for Storage Services

Contents	2	
§ 1	Definitions	3
§ 1a	Use of the storage portal; Requirements for storage customers	4
§ 2	Conclusion of Contract	5
§ 2a	Short-term Storage Capacity Trading	6
§ 3	System Services; System Service Fee	7
§ 4	Variable Fee Components	7
§ 5	Acceptance of the Natural Gas and Return	8
§ 6	Transmission to the Take-over Point and from the Return Point	8
§ 7	Ownership, Restraint on Disposal and Lien	8
§ 8	Working Gas Accounts	9
§ 9	Quantity Notifications (Nominations)	10
§ 10	Nomination Limits	10
§ 11	Overruns/Storage Level at the End of the Contract Term	10
§ 12	Replacement Purchase and Sale if the Working Gas Balance is Exceeded, and Sale on Disposal	11
§ 13	Communication	11
§ 14	Natural Gas Quality	11
§ 15	Taxes and Charges	11
§ 16	Billing and Payment	12
§ 16a	Creditworthiness Assessment, Credit Screening, Collateral	13
§ 17	Force Majeure	14
§ 18	Interruptions, Restrictions, Abated Payment Obligations	14
§ 19	Liability	17
§ 20	Right to Refuse Performance and Termination	17
§ 21	Secondary Marketing, Transfer of Rights and Obligations	18
§ 22	Return of Storage Capacities	18
§ 23	Withdrawal of Storage Capacities	19
§ 24	Data Collection and Use	19
§ 25	Written Form Clause	19
§ 26	Contract Review Following a Change in Circumstances	19
§ 27	Governing Law, Settlement of Disputes	19
§ 28	Confidentiality	20
§ 29	Severability	21
§ 30	Harmonisation with Official and Statutory Requirements	21
Annex I:	Take-over and Return Points	22
Annex II:	Nomination Arrangements	23
Annex III:	Technical Framework Conditions	25
Annex IV:	Price Sheet	29

## § 1 Definitions

1. **"Request"** shall mean a not legally binding communication by a storage customer to HanseWerk that it is interested in certain storage capacities or a certain storage product of HanseWerk. A request serves merely as an initial approach to contract negotiations between the storage customer and HanseWerk. The request has no reserving effect in regard to the requested storage capacities.
2. **"Offer"** shall mean a binding declaration of intent by which one party offers to conclude a contract with another.
3. **"Acceptance"** shall mean a binding declaration of intent. A contract comes into being when an offer is accepted.
4. **"Working gas"** shall mean the quantity of natural gas in kWh which is (co-)owned by the storage customer and which is the sum of the natural gas quantities that are injected into storage and that are transferred to the storage customer according to Article 8, Paragraph 4 less the sum of the natural gas quantities withdrawn from storage and transferred by the storage customer to other customers according to Article 8, Paragraph 4 as well as the special losses to be borne by the storage customer according to Article 8, Paragraph 3.
5. **"Working gas capacity"** shall mean the working gas quantity in kWh which the storage customer may inject in total according to the storage contract.
6. **"Withdrawal rate"** shall mean the maximum natural gas quantity per hour in kWh/h which is held available for the storage customer by HanseWerk according to the storage contract and taking into account the Technical Framework Conditions according to Annex III of these General Terms and Conditions and at which the storage customer may withdraw, at the return point of a given storage facility, the working gas which it has injected.
7. **"Bank working day"** shall mean a day on which banks in Frankfurt/Main are open for the handling of normal banking business.
8. **"Injection rate"** shall mean the maximum natural gas quantity per hour in kWh/h which the storage customer may inject at the take-over point of a given storage facility according to the storage contract and taking into account the Technical Framework Conditions according to Annex III of these General Terms and Conditions.
9. **"Entry network operator"** for the purpose of these General Terms and Conditions shall mean the operator of the adjacent gas supply network connected to the storage facility by an take-over and return point.
10. **"Bundled storage capacities"** are storage capacities which have been combined to form a storage bundle.
11. A **"kilowatt hour"** ("kWh") is after conversion three-point-six (3.6) Megajoule, with 1 Megajoule ("MJ") after conversion being one million (10<sup>6</sup>) Joules according to the derived SI Unit of Quantity of Heat – contained in ISO 80000 (SI Units And Recommendations For Use Of Their Multiples And Of Certain Other Units).
12. **"Customers"** shall mean the totality of those natural persons or legal entities who at a certain point in time have each concluded a contract with HanseWerk for the provision of storage capacities.
13. **"Participant"** is a natural person who is authorised by a company and entitled according to Article 1a to make all declarations of intent (particularly offers and acceptances) and perform legal acts on behalf of the company concerned.
14. **"Party"** shall mean storage customer or HanseWerk, and **"Parties"** shall mean storage customer and HanseWerk.
15. **"Reference price (Purchase)"/"Reference price (Sale)"** shall mean the purchase price or sale price at the Virtual Trading Point THE in EUR/MWh, the relevant price being the "THE Natural Gas Daily Reference Price" published on the trading day immediately preceding the particular gas day for the particular gas day at [www.eex.com](http://www.eex.com) ("Market Data" > "Natural Gas" > "Spot market data" > "THE"). If the "THE Natural Gas Daily Reference Price" – whether under this or another name – should cease to be published or cease to be published on [www.eex.com](http://www.eex.com) it shall be replaced by the published price which most closely corresponds to it.
16. **"Special losses"** shall mean those natural gas quantities which are lost as a result of incidents of force majeure according to Article 17, Paragraph 1 in the storage facility in which the storage customer has storage capacities under at least one storage contract with HanseWerk.

17. **"Storage facility"** shall mean one or a totality of multiple underground storage facilities which are spatially directly connected to one another, including storage pipes and technical plant, which are connected to a gas supply network by (at least) one common take-over and return point. In the event of jointly used storage facilities, storage facility shall mean only that portion of the plant which is available to HanseWerk.
18. **"Storage plants"** shall mean all of the technical items of equipment of a storage facility including the underground storage cavities.
19. **"Storage bundle"** shall mean the combination of working gas capacity with injection rate and withdrawal rate in a fixed ratio to one another; this ratio may vary from one storage facility to another or with different products of the respective storage facilities.
20. **"Storage year"** shall be the period from 06.00 hours on 1 April of one calendar year to 06.00 hours on 1 April of the following calendar year.
21. **"Storage capacities"** shall mean the withdrawal rate and/or injection rate and/or working gas capacity; it shall mean both firm and interruptible capacities/rates alike.
22. **"Storage customer"** shall mean that natural person or legal entity or registered partnership that is or intends to become party to an effective storage contract with HanseWerk.
23. **"Storage month"** shall mean the period from 06.00 hours on the first day of one calendar month to 06.00 hours on the first day of the following calendar month.
24. **"Storage portal"** is part of the website of HanseWerk where all data about the storage facilities and storage capacities of HanseWerk are published and by which possibilities of concluding a storage contract in auctions and/or bid invitations are communicated, accessible at [www.hansewerk.com/speichervermarktung](http://www.hansewerk.com/speichervermarktung)
25. **"Day"** shall mean the gas day, that is to say the period from 06.00 hours on one day to 06.00 hours on the next following day.
26. **"Take-over/Return Point"** shall mean the physical connection of a storage facility to the gas supply network of the entry network operator at which gas can be withdrawn from the gas supply network for the purpose of storage (exit point) or at which gas can be transferred from the storage facility to the entry network operator (entry point).
27. **"Unbundled storage capacities"** shall mean the three components working gas capacity, injection rate and withdrawal rate in so far as they are not combined in a fixed ratio as a storage bundle.
28. **"Working day"** for the purpose of these General Terms and Conditions shall mean any day of the week from Monday to Friday except the statutory holidays in Schleswig-Holstein.
29. All references to time in these General Terms and Conditions are based on statutory time in Germany (Central European Time and Central European Summer Time according to Article 4 EinhZeitG (Gesetz über die Einheiten im Messwesen und die Zeitbestimmung - Law on Units in Metrology and Time Determination) in conjunction with the Summer Time Ordinance as may be amended from time to time.

#### **§ 1a Use of the storage portal; Requirements for storage customers**

1. HanseWerk publishes the storage capacities available at its storage facility on its storage portal. All information relevant for concluding a storage contract can be viewed on the storage portal.
2. A storage customer can only be a company which is entered in a German or a comparable foreign register of companies. A storage customer can enquire with HanseWerk about storage capacities using the email address given in the storage portal. The following steps are required beforehand:
  - Production of a form signed by both the company and the named natural person (Participant) confirming the authorisation of said natural person
  - Production to HanseWerk of a current extract from the German or comparable foreign register of companies, and
  - Notification of an email address as a contact address to be used for communication in encrypted form only.

Only Participants specifically authorized by its companies are permitted to conclude storage contracts according to Article 2 and undertake short-term trading in storage capacities within the meaning of Article 2a.

3. Within five working days of the receipt of all data and documents required according to Paragraph 2, HanseWerk shall check these and confirm to the storage customer that all requirements are satisfied. Should the data of a Participant or of the storage customer as required according to Paragraph 2 change then the Participant concerned shall be obliged to immediately advise HanseWerk of the changed data in text form.
4. The storage customer guarantees the accuracy of the transmitted data. Subject to the prevailing regulations of data protection legislation HanseWerk is entitled to store and use the transmitted data so far as is necessary for executing, processing and managing storage contracts as well as bids or requests.
5. Participants and the companies authorising them may also cancel the authorisation at any time in text form.
6. The storage portal and its functions can only be used within the limits of the present state of the art and technical availability. HanseWerk shall be entitled to temporarily restrict the use of the storage portal if and to the extent that this is necessary to guarantee the security and integrity of the servers or to carry out technical measures that ensure the proper or improved provision of the storage portal or in the event of unforeseen technical malfunctions, in particular an interruption in power supplies or a hardware or software failure. HanseWerk shall advise the participants affected by email or, if this is not technically possible, by fax and shall make every economically reasonable effort to restore the availability of the storage portal forthwith. While the storage portal is unavailable, bids made as part of auctions and/or bid invitations, and short-term trading in storage capacities will only be possible to a limited extent. Should a malfunction occur during a live auction and/or bid invitation then this shall not generally affect the deadline for submitting bids, and bids already made shall still be valid. HanseWerk is entitled at its discretion to cancel the auction and/or bid invitation prematurely however. The foregoing provisions shall not affect Article 20 of the GTCS.

## § 2 Conclusion of Contract

1. Free storage capacities of HanseWerk are usually published on the storage portal of HanseWerk for several storage years in advance. A storage contract for these free storage capacities usually comes about either by an offer and acceptance as part of bilateral negotiations (Paragraphs 2 to 4) or as part of an auction and/or bid invitation (Paragraphs 5 to 8) between HanseWerk and the storage customer.
2. HanseWerk puts all the information needed to conclude a storage contract up on its storage portal; this include the products that are available in this facility, the amount of available storage capacities and the periods in which they are available. Storage contracts can be concluded with a maximum contract term (storage period) of fifteen (15) storage years.

Provided the requirements according to Article 1a are met, the storage customer can at any time make a request to HanseWerk expressing its interest in certain storage capacities of HanseWerk. Requests can be made using the email address given in the storage portal. A request does not constitute a binding offer, merely a request by the storage customer to HanseWerk to enter into contract negotiations. In the course of a storage year, storage capacities with a term of less than one year may also be requested for the current storage year.

3. A storage contract is concluded when an offer is accepted. On the part of the storage customer only those persons are entitled to make offers for the conclusion of a storage contract and to declare acceptance of same who have been authorised as a Participant. A successful credit screening according to Article 16a is a precondition for concluding a storage contract.
4. To be an effective contract conclusion the offer and acceptance must be made in text form (e.g. by email) and clearly identify the following contract components:
  - the exact parties to the contract,
  - the storage capacities covered by the storage contract,
  - the contract term (period of storage usage) and
  - the price and/or price formula.

Otherwise the contract is concluded on the basis of the model storage contract published on the HanseWerk website at the time of contract conclusion and on the General Terms and Conditions for Storage Services (GTCS) published on the HanseWerk website at the time of contract conclusion unless the use of a different storage contract and/or variations of the GTCS has/have been expressly agreed between the storage customer and HanseWerk.

A contract concluded in text form must be subsequently documented without delay by the signing of the appropriate written contract documents by HanseWerk and the storage customer.

5. HanseWerk reserves the right to award parts of its storage capacities in an auction and/or bid invitation, especially if the demand for storage capacities exceeds the available storage capacities. HanseWerk will publish information about planned auctions and/or bid invitations on its website [www.hansewerk.com/speichervermarktung](http://www.hansewerk.com/speichervermarktung).
6. HanseWerk will publish relevant auction and/or bid invitation conditions on its storage portal well in advance of the start of an auction and/or bid invitation. These conditions contain in particular information about the product (e.g. the number of lots to be auctioned, storage capacities per lot, other product parameters such as characteristic curves), the contract term or possible contract terms, details of the procedure (e.g. the date of the auction and/or bid invitation, the deadline for submitting offers), the elements for which the storage customer is bidding (e.g. elements of a price formula) and arrangements in the event that an offer is only partly successful. HanseWerk will also publish the contract documents (storage contract document and General Terms and Conditions) on the basis of which the storage contract is concluded with the successful bidders.
7. Every bid constitutes a binding offer by the storage customer to conclude a storage contract. This also applies if a storage customer makes multiple bids. In making a bid the storage customer declares its acceptance of the auction/bid invitation conditions and contract documents published by HanseWerk. Article 16a applies in regard to the storage customer's creditworthiness.
8. HanseWerk is entitled but not obliged to accept one or more of the offers made in the auction or bid invitation. Acceptance is communicated to the successful bidder(s) by email as soon as the auction or bid invitation has ended. A contract concluded following an auction or bid invitation must be subsequently documented without delay by the signing of the appropriate written contract documents by HanseWerk and the storage customer.
9. The actual execution of the storage contract begins in general no earlier than ten (10) working days after the conclusion of the storage contract. HanseWerk will reduce this period to the best of its ability. The contractually agreed storage period and the storage customer's payment obligations which exist for the entire storage period shall be unaffected.

#### § 2a Short-term Storage Capacity Trading

1. Subject to an exclusion according to Paragraph 6, during the term of a storage contract concluded with HanseWerk all storage customers of HanseWerk are entitled to participate in trading with short-term storage capacities.
2. Short-term trading in storage capacities is confined to trading with firm or interruptible unbundled injection or withdrawal rates; trading in unbundled working gas capacity or bundled storage capacities is not possible.
3. Offers by HanseWerk for short-term storage capacities will be shown to all storage customers on the storage portal. An acceptance can relate to all offered storage capacities or to a part-quantity selected by the storage customer. The storage customer can, however, only accept the offered (partial) storage capacities for the whole of the term offered. A declaration of acceptance made by the storage customer is binding. Pending the acceptance of an offer HanseWerk is entitled to withdraw the offer concerned at any time.

The contract between HanseWerk and a storage customer comes into being immediately upon the first declaration of acceptance made by a storage customer to be received by HanseWerk; the offer will also be promptly deleted from the storage portal in the corresponding amount. HanseWerk will, without delay, inform the storage customer of the successful conclusion of the contract by e-mail and submit all of the data required for contract management. The contract is concluded on the basis of the General Terms and Conditions for Storage Services (GTCS) published on the HanseWerk websites at the time when the contract is concluded; the contractual arrangements of storage contracts already existing between HanseWerk and the storage customer shall not be affected.

If immediately prior to the declaration of acceptance by one storage customer the offer was already accepted by another storage customer then HanseWerk shall advise the particular storage customer that a declaration of acceptance is no longer possible.

4. Every storage customer is entitled to offer bindingly booked storage capacities for other storage customers. Storage capacities acquired by the storage customer from HanseWerk as firm capacities may only be offered as firm capacities, and storage capacities acquired by the storage customer from HanseWerk as interruptible capacities may only be offered as interruptible capacities. The bidder is itself solely responsible for the content of the offer. HanseWerk is prepared to refer the offer to other storage customers of HanseWerk at the bidder's request. HanseWerk is entitled to provide the offerer and the respective bidder with the respective contact details for the purpose of processing the

contract. HanseWerk cannot guarantee the accuracy of the offer. Storage customers can declare their acceptance of the forwarded offer to HanseWerk as recipient of the declaration of intent.

The contract for the offered storage capacities between offerer and bidder comes into being immediately upon the first declaration of acceptance made by a bidder to be received by HanseWerk. HanseWerk shall promptly inform the offerer and bidder of the successful conclusion of the contract by email. If the trade in storage capacity between the storage customers is not the result of a referral by HanseWerk, then the storage customer shall immediately inform HanseWerk of the contract conclusion with the bidder. The offerer and bidder declare their consent to the contract details also being transmitted to HanseWerk as storage facility operator in order to guarantee smooth processing (changing the nomination framework of offerer and bidder, calculating any transaction fee according to Paragraph 7). HanseWerk shall treat these data confidentially and may only use them for the aforesaid purposes.

In concluding the contract - and except for the regular payment obligations of the storage customer which remain with the offerer - the bidder assumes, in regard to the contractual storage capacities and for the agreed term and with respect to HanseWerk, all rights (e.g. reimbursement claims in case of restrictions and interruptions) and obligations (e.g. meeting characteristic curves, paying variable fees for using additionally acquired injection capacity) of the contract which exists between HanseWerk and the offerer.

5. HanseWerk can give no guarantee or assume any liability for offers made by storage customers. With the exception of any transaction fee according to Sentence 4 that is billed by HanseWerk, the billing of a contract made between two storage customers and determining terms of payment shall be the responsibility of the offerer alone. HanseWerk shall only guarantee an immediate update of changed powers of nomination of the contract parties based on properly concluded contracts for storage capacities. HanseWerk reserves the right to levy a transaction fee in future for the conclusion of contracts by way of a referral according to Paragraph 4. HanseWerk shall notify all participants accordingly at least four weeks before such a fee comes into effect. The acquiring storage customer shall be obliged to pay the transaction fee for all contracts concluded after the fee comes into effect.
6. If there are clear signs that a storage customer has breached any statutory rules or regulations or third-party rights or these GTCS, or if HanseWerk has any other legitimate interest, including without limitation to protect other storage customers from fraudulent activities, HanseWerk will be entitled to refuse to refer offers and/or to exclude a storage customer from trading in short-term storage capacities if the storage customer repeatedly breaches the foregoing regulations and/or repeatedly fails to meet its obligations under concluded short-term storage contracts or does not meet them in the proper manner.
7. HanseWerk is entitled to collect, store and use the data required for performing and managing short-term trading with capacity rights. HanseWerk is entitled but not obliged to publish the offerer's details of the indicated or offered capacity rights on a page of the storage portal that can only be accessed by the storage customers. HanseWerk is also entitled but not obliged to publish the name of the offerer in a form in which Participants of storage customers who have concluded a contract for the same storage facility can view it.

### **§ 3 System Services; System Service Fee**

1. HanseWerk provides system services required to perform the storage. These include in particular setting up the storage customer in all IT systems of HanseWerk, receiving and checking nominations, keeping the working gas account, monthly billing and the processing of any contracts concluded in accordance with Article 2a. In return, and for each storage facility for which the storage customer has concluded at least one storage contract, HanseWerk charges the storage customer a system service fee according to the price sheet in Annex IV of these General Terms and Conditions in the form of a flat-rate amount that is payable annually.
2. After payment of the annual system service fee, the storage customer shall not be obliged to pay a further system service fee if further storage contracts are concluded for the same storage facility and the same storage year. This also applies if the contract is for less than one year.

### **§ 4 Variable Fee Components**

Under the terms of the relevant storage contract, in addition to a firmly agreed fee component, HanseWerk also charges the storage customer a variable fee in respect of the pro-rata operating costs and in particular energy costs caused by the storage customer which are incurred when natural gas is injected into the storage facility. The variable fee is intended to promote a fairer causer-based fee structure and is tied to the natural gas quantity that is injected overall by the storage customer.

## § 5 Acceptance of the Natural Gas and Return

1. Each storage facility of HanseWerk is assigned at least one take-over and return point for the natural gas quantities that are intended to be injected or withdrawn. A list of these points is given in Annex I of these General Terms and Conditions.
2.
  - a) In accordance with the contract provisions and within the scope of the contracted storage capacities, HanseWerk undertakes to accept and to store the natural gas quantities nominated by the storage customer according to the provisions of Article 9 and provided for injection at the take-over point.
  - b) In accordance with the contract provisions and within the scope of the contracted storage capacities, HanseWerk undertakes to withdraw – as further determined by Article 7, Paragraph 4 – the natural gas quantities nominated by the storage customer according to the provisions of Article 9 and to return said quantities to the storage customer at the return point.
3. The storage customer undertakes to nominate to HanseWerk the natural gas quantities which it proposes to inject or withdraw in accordance with the provisions in Article 9, to make available the natural gas quantities that are nominated for injection and that are to be accepted by HanseWerk according to Paragraph 2 a) at the take-over point, and to take back the natural gas quantities that are to be returned by HanseWerk according to Paragraph 2 b) at the return point.

## § 6 Transmission to the Take-over Point and from the Return Point

1. The conclusion of the necessary transmission contracts and issue of transmission nominations to provide the natural gas for injection at the take-over point or for the onward transmission of the natural gas after withdrawal at the return point are not part of the contract made between HanseWerk and the storage customer.
2. At the request of the storage customer, however, HanseWerk will support the storage customer to the best of its ability in procuring transmission capacities.

## § 7 Ownership, Restraint on Disposal and Lien

1. HanseWerk is entitled to accept and to store the natural gas quantities accepted for storage at the agreed take-over point within the meaning of Article 5, Paragraph 1 together with and not separate from other natural gas quantities and to return them at the return point.
2. The take-over and injection of the natural gas quantities which the storage customer makes available for storage at the take-over point and of which the storage customer is the (co-) owner shall not result in a transfer of the (co-) ownership of the natural gas to HanseWerk. Article 8, Paragraph 4 governs transfers of working gas quantities between working gas accounts.

The withdrawn natural gas passes fully into the (sole) ownership of the storage customer upon its return at the agreed return point.

3.
  - a) The storage customer shall grant HanseWerk a lien upon its co-ownership share of the natural gas in the storage facility in order to secure all existing and future – including conditional or time-limited – claims against the storage customer under the storage contract. The lien shall always be upon the storage customer's complete co-ownership share in the natural gas present in the storage facility irrespective of its variable size, in particular as a result of injections and withdrawals. The storage customer offers HanseWerk the creation of a lien upon its co-ownership share in the natural gas present in the storage facility; HanseWerk accepts the storage customer's offer.
  - b) HanseWerk is entitled to exercise the lien created under letter a) above according to the following provisions if the storage customer
    - ba) is in default for payments under the storage contract in the amount of at least two monthly fees or
    - bb) finally refuses to meet due payment claims of HanseWerk out of the storage contract contrary to Article 16, Paragraph 9 or
    - bc) has itself applied for insolvency proceedings to be instituted against its own assets.

If the exercise requirements within the meaning of Paragraph 3 Letter b) Sentence 1 are satisfied then HanseWerk is entitled to exercise the lien on the co-ownership share of the storage customer up to the amount of the outstanding claims under the storage contract according to Section 1259 of the German Civil Code (BGB). To this end HanseWerk is in particular entitled to dispose of a corresponding quantity of the injected natural gas by private sale according to Section 1259 sentence 1 of the German Civil Code (BGB). The proceeds of sale that are actually realised by the disposal, less the disposal costs incurred by HanseWerk, shall be deducted in full from the outstanding claims against the storage customer. In the cases of Paragraph 3 Letter b) Sentence 1 ba) and bb), a disposal by HanseWerk may only be effected if and in so far as the storage customer has first allowed a further payment period set by HanseWerk together with the threat of exercising the lien to pass without taking action. The period according to the foregoing Sentence 4 must be at least one week. If only part of the storage customer's co-ownership is disposed of then HanseWerk's lien on the co-ownership share of the storage customer otherwise remains in force.

- c) If and in so far as in regard to a claim out of the storage contract that is secured pursuant to the provisions of Paragraph 3 Letter a) and b), the preconditions for the disposal of securities provided by storage customers according to Article 16 a of these General Terms and Conditions are satisfied, then the securities provided by the storage customer shall first be disposed of by HanseWerk in accordance with the applicable provisions prior to any disposal of the lien according to Paragraph 3 Letter b). Security deposits in cash may be permanently retained in the instances cited in Paragraph 3 Letter b). HanseWerk shall have a duty under the law of obligations to dispose of the lien only if and to the extent that claims against the storage customer under the storage contract still exist after the prior disposal of the securities provided by the storage customer under Article 16 a of these General Terms and Conditions. The provisions of Article 12, Paragraphs 2 and 3 of these General Terms and Conditions remain unaffected.
4. If and in so far as in regard to the stored natural gas, no right of disposal in favour of HanseWerk exists either in whole or in part by virtue of Paragraph 3 or other provision of these General Terms and Conditions, then HanseWerk shall be obliged within the scope of the contracted storage capacities, and at the due request and notification by the storage customer according to Article 9 of these General Terms and Conditions, to withdraw and return stored natural gas to the storage customer at the return point. The identity of the natural gas need not be maintained. The lien on the storage customer's co-ownership share created in favour of HanseWerk according to foregoing Paragraph 3 shall not continue on the natural gas quantities which are returned to the storage customer according to the preceding sentence. The duty to return the working gas shall not apply to the extent that working gas according to Article 8, Paragraph 4 is transferred to the working gas account of another customer or to a working gas account of the storage customer with another storage company.
5. The parties shall keep one another informed of all circumstances that are relevant within the scope of the performance of the storage contract and in particular of the provisions of Article 7 of these General Terms and Conditions.

## **§ 8 Working Gas Accounts**

1. HanseWerk keeps separate working gas accounts for the storage customer for each storage contract. The working gas accounts are kept in kWh.
2. The natural gas quantities in kWh which are accepted by HanseWerk from the storage customer at the agreed take-over point shall be credited to the working gas account of the storage customer. The provision of Article 12, Paragraph 2 shall remain unaffected.
3. The natural gas quantities which are returned by HanseWerk to the storage customer at the agreed return point, and the natural gas quantities disposed of by HanseWerk by private sale while exercising an existing right of disposal under Article 7, Paragraph 3 Letter b) – each in kWh – shall be deducted from the working gas account of the storage customer. The working gas account of the storage customer shall also be debited with the proportion of the special losses of the storage facility that corresponds to the storage customer's co-ownership share of the natural gas existing in this storage facility at the time of the onset of the instance of force majeure. The burden of proof of the level of the special losses and of the respective co-ownership shares shall be upon HanseWerk.

4. Where two storage customers have contracted working gas capacities, working gas quantities of one storage customer can also be transferred from its working gas account to the working gas account of the other storage customer at the request of these storage customers and within the scope of the contracted storage capacities. For this, HanseWerk shall charge a fee according to the price sheet in Annex IV to these General Terms and Conditions. A transfer between working gas accounts does not constitute an injection of natural gas so a fee for variable costs will not be levied. In the event of a transfer between working gas accounts, the (co-)ownership of the transferred working gas quantities passes from the transferring to the accepting storage customer.
5. By the 15th working day of each month HanseWerk will issue the storage customer with a statement of the natural gas quantities injected and withdrawn and/or disposed of and/or transferred in the previous month and, for the end of the previous month, an aggregate balance of the natural gas quantities injected and withdrawn and disposed of as well as transferred, as shown by the working gas account.

### § 9 Quantity Notifications (Nominations)

1. The storage customer shall in accordance with Annex II of these General Terms and Conditions nominate to HanseWerk the natural gas quantities which it wishes HanseWerk to take and store for the storage customer within the scope of the storage capacities contracted by the storage customer and provided by HanseWerk or which it wishes HanseWerk to withdraw for it within the scope of the storage capacities contracted by it and provided by HanseWerk. HanseWerk shall immediately advise the storage customer if a withdrawal of the natural gas quantities notified by the storage customer is opposed by a right of disposal of HanseWerk according to Article 7, Paragraph 3 Letter b) of these General Terms and Conditions.
2. On the take-over and return of natural gas, the values of the confirmed nominations are deemed to be allocated values and therefore to be gas quantities taken over/returned at the take-over and return point.
3. The storage customer shall also make the necessary nominations with the respective entry network operator in accordance with the latter's regulations.

### § 10 Nomination Limits

1. For the storage customer, the limits of the nomination are determined by the usable injection and withdrawal rates and working gas capacities as expressly agreed in the storage contract, and by the resulting injection and withdrawal curves of the storage customer.
2. HanseWerk shall be entitled to correct or fulfil the nomination of the storage customer in such a way that the rates are not exceeded. HanseWerk will immediately advise the storage customer of a correction of the nomination according to Sentence 1. HanseWerk shall be under no obligation to monitor the storage customer's nominations.

### § 11 Overruns/Storage Level at the End of the Contract Term

1. The storage customer is responsible for preventing, through its nominations, the agreed usable injection or withdrawal rate or the working gas capacity from being exceeded. In the event of impending overruns HanseWerk is entitled but not obliged to reject the storage customer's nominations.
2. If the storage customer exceeds the agreed usable injection or withdrawal rate in kWh/h or the working gas capacity in kWh, an additional fee will be charged for each day with a demand and/or capacity overrun. If rates and/or capacities are exceeded several times in one day, the additional fee will only be charged once. The additional fee is calculated by multiplying the greatest demand overrun and/or capacity overrun during the day by the following factors:

Parameter exceeded	Factor
Injection rate	144 €/MW
Withdrawal rate	72 €/MW
Withdrawal rate	72 €/GW

3. The storage customer shall have no claim to the provision of storage capacities in the amount of the overruns.

4. The storage customer must have reduced its working gas account balance to 'nil' (0) by the end of the contract term agreed by the storage customer for a storage facility. As well as withdrawing gas, the storage customer may also transfer its working gas according to Article 8, Paragraph 4 to another customer provided the latter has contracted working gas capacity and this capacity is still available in the required amount. If for reasons beyond storage customer's control – in particular because of an instance of force majeure, because of an interruption in interruptible storage capacity or transmission capacity or because of a reason for which HanseWerk is responsible – the storage customer has not been able to achieve a working gas account balance of 'nil' (0), it has the right and obligation when the said reason ceases to exist to subsequently withdraw its working gas or transfer it to another customer as quickly as possible to the best of its ability. If it does not meet the foregoing obligations then HanseWerk shall be entitled to carry out compulsory withdrawals. The foregoing shall be without prejudice to Article 12, Paragraph 3. The preceding sentences apply accordingly in the event that the storage contract is cancelled according to Article 21, Paragraph 3 or 4 or storage capacities are returned by the storage customer according to Article 23 or Article 24.

#### **§ 12 Replacement Purchase and Sale if the Working Gas Balance is Exceeded, and Sale on Disposal**

1. If the storage customer takes natural gas quantities at the agreed return point even though it no longer has any working gas, the storage customer shall purchase from HanseWerk such natural gas quantities at a price of 110 % of the reference price (purchase).
2. HanseWerk is entitled to purchase such natural gas quantities, which the storage customer transfers while exceeding the working gas capacity available to it, at a price of 90 % of the reference price (sale), and to take ownership thereof.
3. HanseWerk is entitled to purchase at 50 % of the reference price (sale) natural gas quantities which are not disposed of by HanseWerk according to Article 7, Paragraph 3 Letter b) of these General Terms and Conditions or are not subsequently withdrawn in due time or as quickly as possible or transferred to another customer according to Article 11, Paragraph 4 of these General Terms and Conditions. The storage customer forfeits its co-ownership of these natural gas quantities in this case.

#### **§ 13 Communication**

The following principles shall apply to communication between HanseWerk and the storage customer, particularly in relation to the provisions of Article 9:

- Contractually relevant information will be exchanged using the Edig@s data format or other communication process that is available on both sides, that is agreed and that is suitable for the transfer of contractually relevant information. Nominations/quantity notifications shall be made with the NOMINT message type.
- Other information relating to storage, including, without limitation, information in the event of restrictions on the operation of the storage facility or a hazard, will be exchanged by telephone and must be confirmed in writing at the request of one of the parties.

The storage customer is solely responsible for providing the communication facilities which it requires.

#### **§ 14 Natural Gas Quality**

The quality of the natural gas must meet the requirements published by the particular network operator for the take-over and return point.

#### **§ 15 Taxes and Charges**

1. The storage customer shall bear the turnover tax at the rate legally applicable at the time as well as any energy tax which may be incurred.
2. In so far as taxes or other public charges relating to the natural gas storage or to the operating facilities used for natural gas storage are levied for the first time, increased, no longer levied or reduced, the fee payable by the storage customer shall be adjusted to reflect this when the relevant arrangement enters into force. Cost savings corresponding to the new tax or public charge will be offset.
3. The adjustment of the fee according to, Paragraph 2 may not entail an additional profit for either party.

## § 16 Billing and Payment

1. Where storage contracts run over a period measured in years, HanseWerk will bill 1/12 of the annual fee monthly for storage. If a storage contract for storage capacities for a storage year is only concluded in the course of the current storage year, the annual fee will be divided up pro rata among the remaining part months or whole months of the storage year. Where storage contracts run over a period measured in months, the corresponding fees will also be billed on a pro-rata monthly basis. Claims for any transaction fee payment pursuant to Article 2 a, Paragraph 7 shall be settled once and immediately after the conclusion of the contract; in this case Paragraph 4 shall not apply and Paragraph 5 shall apply subject to the proviso that the payment shall be made by the tenth bank working day after the date of the invoice.
2. The annual system service fee – unless it does not apply according to Article 3, Paragraph 2 of these General Terms and Conditions – will also be divided up pro rata among the monthly invoices of the storage customer.
3. Invoices will be sent to the storage customer by e-mail and also by post. The storage customer declares its agreement that the invoice need not be sent by post as long as an electronically transmitted invoice is provided with a qualified electronic signature within the meaning of the Signature Act.
4.
  - a) HanseWerk will send the invoice to the storage customer by the 15th working day of a month for the following month (billing month). If the contract is concluded after the day indicated in Sentence 1, HanseWerk will send the first invoice immediately upon contract conclusion if it already provides services under this contract in the following month; thereafter Sentence 1 shall apply.
  - b) The fee for variable costs which is linked to the working gas turnover shall be billed in subsequent month. The natural gas quantities purchased or sold by HanseWerk according to Article 12, the additional fee for overruns according to Article 11 and fees for transferring working gas quantities according to Article 8, Paragraph 4 shall be billed by HanseWerk to the storage customer with the next invoice or, if the storage period has expired, retrospectively with a final invoice.
5. The storage customer shall pay the invoices with a fixed value date to the following account of HanseWerk:  
  
HanseWerk AG  
HypoVereinsbank Hamburg  
BIC: HYVEDEMM300  
IBAN: DE14 2003 0000 0603 1785 59  
  
Payment must be made by the third bank working day of the billing month.
6. If the storage customer fails to make a payment when due, HanseWerk is entitled to charge interest according to Section 288 of the German Civil Code (BGB). This shall not affect other claims of HanseWerk for breach of payment periods.
7. Invoice amounts will be commercially rounded up or down to two decimal places.
8. Objections to the accuracy of an invoice must be raised without delay and in any event within not more than four weeks from receipt of invoice. Objections in respect of errors that the storage customer cannot without fault detect may also be raised after the above period of time has elapsed as soon as the storage customer has become aware of the reason for the objection.
9. Saving the presence of obvious errors (e.g. errors of calculation), objections to the invoices shall not entitle the storage customer to defer, reduce or refuse payment. Such objections if justified shall only confer a claim to a refund.
10. In the event of differences of opinion between the storage customer and HanseWerk as to the amount invoiced to the storage customer, the storage customer shall also pay that part of the invoice on which opinions differ. The disputed amount can be paid subject to reservation. The final account is rendered when the differences of opinion have been settled or the arbitration panel provided for in Article 28 has reached a legally binding decision. Claims of the storage customer to a refund shall bear interest at 3 % points above the three-month EURIBOR ruling at the time.
11. Accepted claims to a refund will be included in the next invoice.

12. The storage customer may only set off its claims – arising out of whatever contractual obligation – against claims of HanseWerk out of this storage contract or claim a right of retention if and in so far as its claims are undisputed or are legally established.
13. The place of performance for payments is the headquarters of HanseWerk. Payments are deemed to have been made on time when the amounts concerned have been credited to the nominated account of HanseWerk within the said periods.

#### § 16a Creditworthiness Assessment, Credit Screening, Collateral

1. A successful credit screening is a precondition for concluding a storage contract. The storage customer or the Participant shall provide HanseWerk on request with all information necessary for a credit assessment, in particular current balance sheet data/annual financial statement data and evidence of any existing profit and loss transfer agreement, if applicable. The information supplied must enable HanseWerk to undertake a qualified assessment of the storage customer's creditworthiness. The procedure for assessing creditworthiness can take up to 10 working days.
2. Once HanseWerk has requested the information required for credit screening, the storage customer shall immediately disclose any change which significantly impacts on its creditworthiness, in particular the ending of any profit and loss transfer agreement according to Article 291 of the Joint-Stock Corporation Act (AktG). HanseWerk shall also be entitled to repeat the creditworthiness assessment annually and in cases where HanseWerk anticipates a deterioration in creditworthiness. For this purpose the storage customer shall on demand by HanseWerk supply the documents presented for the previous credit assessment procedure in updated form.
3. The bilateral conclusion of a storage contract according to Article 2, Paragraphs 2 to 4 is possible only when credit screening confirms the storage customer's adequate creditworthiness. In case of an auction and/or bid invitation according to Article 2, Paragraphs 5 to 8, the storage customer shall be obliged to ensure adequate creditworthiness without delay following the conclusion of a storage contract with HanseWerk; securities according to Paragraph 4 hereinbelow must be put up immediately if credit screening has not confirmed the storage customer's adequate creditworthiness. The storage customer's creditworthiness is deemed adequate if it covers the following amounts:
  - for a storage contract for a period measured in years, 2/12 of the applicable annual fee including the system service fee according to Article 3;
  - for a storage contract for a period of more than three months and less than one year, two monthly fees including the system service fee according to Article 3;
  - for a storage contract over a period of one month to three months, one monthly fee including the system service fee according to Article 3.

If the successful bidder in an auction and/or bid invitation fails to meet its obligation according to Sentence 3 then HanseWerk shall be entitled to withdraw from the storage contract if it has given the storage customer a reasonable period of time in which to meet its obligation without success.

The storage customer shall be obliged to maintain adequate creditworthiness within the meaning of Sentence 4 throughout the entire term of the storage contract; in the event of infringements, Article 21, Paragraph 1 shall apply.

4. In order to maintain the creditworthiness required according to Paragraph 3 Sentence 4 or to increase its creditworthiness, the storage customer shall be entitled at any time to provide HanseWerk with collateral in the form of a security deposit in cash, a bond or a guarantee (in the sense of an independent promise of guarantee in accordance with Section 311 (1) of the German Civil Code (BGB)). HanseWerk will increase the storage customer's creditworthiness accordingly in these cases.

A security deposit in cash is payable with a fixed value date into the account specified in Article 16, Paragraph 5 hereinabove. HanseWerk will pay interest on the security deposit at the variable one-month EURIBOR rate (Euro Interbank Offered Rate) less 0.15 % points. The one-month EURIBOR will be determined based on the rate published by the Deutsche Bundesbank in the Statistics section of its website at [www.bundesbank.de](http://www.bundesbank.de) for the money market rates (daily rates) for the day on which the security deposit is paid in. This rate applies for the first month after payment of the security deposit. The one month EURIBOR rate as is published for the first day of the newly beginning interest period will be applied in subsequent interest periods. Security deposits that are repaid within an interest period shall bear interest pro rata the one month EURIBOR determined at the start of the period. The security deposit plus aggregate amounts of interest accrued out of the individual interest periods shall be repaid after the end of the storage contract and when all amounts that are payable by the storage customer under this contract have been paid.

Alternatively the storage customer may provide a bond or guarantee (in the sense of an independent promise of guarantee in accordance with Section 311 (1) of the German Civil Code (BGB)) from a bank or its parent company. In this case the bank must have a long-term rating of A according to Standard & Poor's or A2 according to Moody's. The provision of a bond/guarantee by the parent company is only possible within the limits of the parent company's established creditworthiness. Paragraphs 1 and 2 apply accordingly.

5. If security deposits according to Paragraph 4 are not necessary for maintaining adequate creditworthiness during the course of an ongoing storage contract, the storage customer may request their return at any time.
6. HanseWerk shall be entitled to carry out the creditworthiness assessment itself or have it carried out by a qualified third party.

### **§ 17 Force Majeure**

1. A party shall be discharged from its obligations under this contract if and for as long as their fulfilment is not possible or cannot be reasonably expected as a result of force majeure or other circumstances for which it is not responsible.

Force majeure shall be deemed to be any event beyond the control of the affected party which cannot be foreseen and prevented in time even with the application of all due and reasonable care and of all commercially reasonable means, such as for example natural catastrophes, terrorist attacks, power failures, the failure of telecommunication connections, strike, lock-out, measures of the courts, authorities or governments, emergency measures etc.

If and in so far as a party uses technical facilities of third parties to perform its contractual obligations, then any event affecting such third party facilities which would constitute an event of force majeure as defined above with that party's own facilities shall be deemed under this contract to be an instance of force majeure in favour of the party.

2. If and for as long as HanseWerk is not able or cannot be reasonably expected to perform its obligations as a result of force majeure or circumstances for which HanseWerk is not responsible, the storage customer shall be discharged from its payment obligations under the storage contract to a corresponding extent.
3. The party which is affected by force majeure or the party which is not able or cannot be reasonably expected to perform its obligations because of circumstances for which it is not responsible must notify the other party without delay and advise the precise reasons and the anticipated duration of the interruption which has occurred.
4. The party which is affected by force majeure or the party which is not able or cannot be reasonably expected to perform its obligations because of circumstances for which it is not responsible must take all reasonable steps to restore the normal performance of this contract.

### **§ 18 Interruptions, Restrictions, Abated Payment Obligations**

1.
  - a) Interruptible storage capacities can be interrupted by HanseWerk at any time in so far and for as long as the corresponding storage capacities are not available (interruption).
  - b) HanseWerk is entitled to temporarily reduce or suspend the provision of the contracted firm storage capacities, the take-over of natural gas at the take-over point and the return of natural gas at the return point should this be necessary
    - because of dangers to persons and/or technical plant and equipment, or
    - due to technical faults or
    - for the purpose of maintenance or repair or for connection or expansion operations to the equipment used by HanseWerk to perform its contract obligations

(restriction). HanseWerk shall notify the storage customer accordingly in advance except in cases of imminent danger. The notification of operations that are both planned in the long-term and that are unplanned shall be carried out where possible by publishing the corresponding operations and proposed periods of time on the Internet site of HanseWerk which shall however reserve the right to make short-term changes at any time. Within the limits of its operational possibilities HanseWerk shall make every effort to agree dates with the customers affected and shall endeavour to minimise the consequential capacity restrictions for its customers. The foregoing relates in particular to the provision of the contracted withdrawal curve in the winter half-year and of the contracted injection curve in the summer half-year.

- c) An interruption or restriction of the storage customer in regard to injection or withdrawal rates presupposes that the storage customer has nominated all or some of the rates to which it is entitled according to its current working gas fill level. This shall only not apply if HanseWerk has expressly invited the storage customer to forgo a nomination. In this case a nomination in the maximum possible amount is accepted. The interruption in or restriction of the injection or withdrawal rate is the difference between nominated rate and rate actually made available.

An interruption in or restriction of working gas capacity exists when HanseWerk is unable to make all or part of the contracted working gas capacity available. It is the difference between working gas capacity contracted and actually made available. Moreover, any interruption or restriction of injection or withdrawal rates will always also constitute an interruption or restriction of working gas capacity to an extent corresponding to the ratio between the working gas capacity and the withdrawal or injection rate of the relevant storage bundle contracted by the customer.

- d) In so far and for as long as the storage capacities contracted by the storage customer are interrupted or restricted, the storage customer shall be generally discharged from its payment obligations under letter e) unless the storage customer is responsible for the interruption or restriction. The foregoing shall in particular include, but not be limited to, instances where the interruption or restriction is due to expansion and/or connection operations which the storage customer has himself jointly occasioned.

Without prejudice to the two preceding sentences, in case of an interruption or restriction for the reasons given under letter b) the storage customer shall be discharged from its payment obligations under the storage contract only when the interruptions or restrictions for which the storage customer is not responsible exceed a period of 336 hours (14 calendar days) per storage year. The discharge from payment obligations applies for the period over and above this. If the storage customer's storage contract has a term of less than one year, the period of 336 hours is reduced pro rata.

- e) The storage customer shall be discharged from its payment obligations under the following conditions:
- The fee as charged to the nearest hour for the storage capacity (working gas capacity, injection rate or withdrawal rate) whose use was actually interrupted or restricted shall not apply. Where HanseWerk has expressly invited the storage customer to forgo a nomination, then the capacity (injection or withdrawal rate) which is deemed actually interrupted or restricted is always that which leads to a greater fee reduction for the storage customer.
  - The starting point for the calculation of the fee reduction shall be the annual storage fee applicable to the specific storage customer in respect of the interrupted or restricted storage capacities. The special provisions applicable to the specific storage customer's storage fee shall be taken into consideration (e.g. special terms and conditions for unbundled storage capacities, long-term discounts or discounts for annual product storage capacities contracted for parts of a storage year in accordance with the Price Sheet in Annex IV).
  - Storage fees for bundled storage capacities shall be calculated by breaking down the relevant fee into the individual storage capacities using the key referred to in Annex IV (40 % of the fee for the withdrawal rate, 33 % for the working gas capacity and 27 % for the injection rate).
  - Annual fees shall be converted to hourly fees by dividing them by 8760. Notwithstanding the preceding sentence, annual storage fees due under storage contracts for annual products provided for parts of a storage year (see Section VII of Price Sheet in Annex IV) shall be converted into hourly fees based on the number of days of the relevant part of the storage year.
  - The hourly interruption or restriction (in MWh/h or GWh) shall be multiplied by the relevant hourly fee for the storage capacities affected so as to determine the fee reduction.
- f) Following an interruption or restriction, and in consideration of operational and supply-related circumstances, the storage customer may only claim a staged resumption of services by HanseWerk under the storage contract. Services shall be resumed as operational and supply-related circumstances allow.

2. If the storage capacities to be kept available for the storage customer and for other customers under the contract are reduced for the reasons given in Paragraph 1 b) or other reasons, for example because of limited usability of the storage, HanseWerk will nevertheless endeavour within the scope of the operational and contractual circumstances to provide the storage capacities needed for the injection or withdrawal of the natural gas quantities nominated by the storage customer and by other customers as fully as possible. The following principles shall apply in this case:

- a) All customers who have contracted interruptible storage capacities will be preferentially interrupted in regard to the said interruptible storage capacities. The interruption will be made in accordance with the ranking, in terms of time, of the storage contracts for the interruptible storage capacities affected.

The time ranking of the storage contracts is determined by the time when the storage contract for the interruptible storage capacities in question was concluded, so that in terms of time, a storage contract with a later conclusion date is subordinate to a storage contract with an earlier conclusion date.

Where the storage contract for the relevant interruptible storage capacities has come into being by way of an auction and/or bid invitation according to Article 2, Paragraphs 5 to 8, the decisive point in time shall be the time of receipt of the storage customer's offer. For contracts concluded as part of short-term storage capacity trading pursuant to Article 2a, the decisive point in time shall be the time of receipt by HanseWerk of the bidder's acceptance declaration pursuant to Article 2a, Paragraph 3 or 4.

The storage capacities under the storage contract that is lowest in the time ranking will be interrupted first. If this is not enough to compensate the unavailability of storage capacities, the interruptible storage capacities of the storage contracts immediately preceding the lowest ranking will be interrupted in a corresponding sequence. If there is no time differentiation between two or more storage contracts (e.g. because of a partial transfer of the contract in accordance with Article 22, Paragraph 2) then such storage contracts shall share a common time ranking. The storage capacities to be kept available for the storage customers of this common ranking will be interrupted pro rata their interruptible storage capacity shares relative to each other.

- b) Only when all interruptible storage capacities are interrupted and this is not sufficient to offset a reduced usability of the storage facilities will firm storage capacities contracted by the customers also be reduced. Essentially the interruptible or firm storage capacities to be kept available by HanseWerk for the storage customer and for other customers shall be reduced pro rata their contracted capacities relative to each other.
- c) If customers do not themselves make use of the reduced storage capacities provided for them, HanseWerk will endeavour to ensure that the unused storage capacities are made available on an interruptible basis to those customers whose storage requirement could not be satisfied in full because of the reduction in capacity pro rata their contracted capacities relative to each other.
- d) If and to the extent certain storage customers (e.g. providers of balancing energy) are given preferential treatment with respect to restrictions or interruptions in accordance with statutory rules or regulations, then such statutory rules or regulations shall prevail over the provisions set out in Letters a) to c) above. HanseWerk shall inform the storage customer as rapidly as possible of the time from which the storage capacities booked by the storage customer under the storage contract are available again.
3. If HanseWerk is responsible for the reduction in storage capacities according to Paragraph 2, the liability of HanseWerk shall be governed by Article 20. This does not apply if the reduction is necessary for maintenance, repair and connection/expansion works (Paragraph 1 d) only shall apply in this case) and/or if the reduction is the consequence of geotechnical/rock mechanical reasons.

## § 19 Liability

1. The parties shall be liable to one another for losses due to injury to life, body or health unless the party itself, its legal representatives, servants, agents or employees ("Erfüllungs- oder Verrichtungsgehilfen") have acted neither wilfully nor negligently.
2. In the event of a breach of substantive contract obligations the parties shall be liable to one another for loss of property and pecuniary damage unless the party itself, its legal representatives, servants, agents or employees ("Erfüllungs- oder Verrichtungsgehilfen") have acted neither wilfully nor negligently; the liability of the parties for loss of property and pecuniary damage caused by slight negligence shall be limited to the damages that are usually reasonably foreseeable at the time of concluding the contract. A loss of EUR 2.5 million for loss of property and EUR 1 million for pecuniary damage can typically be expected in transactions of this nature.
3. The parties shall be liable to one another for loss of property and pecuniary damage in the event of a breach of non-substantive contract obligations unless the party itself, its legal representatives, servants, agents or employees ("Erfüllungs- oder Verrichtungsgehilfen") have acted neither wilfully nor negligently. In the event of loss of property and pecuniary damage caused by gross negligence, the liability of the parties themselves and for their legal representatives and senior agents and employees shall be limited to the damages that are usually reasonably foreseeable at the time of concluding the contract. The liability of the parties for so-called simple vicarious agents ("einfache Erfüllungsgehilfen") shall be limited to EUR 1.5 million for material damage caused by gross negligence and EUR 500,000 for pecuniary loss.
4. Without prejudice to Paragraphs 2 and 3, HanseWerk shall only be liable for loss of property and pecuniary damage which the storage customer suffers as a consequence of an interruption or other irregularity in the acceptance or transfer of gas, based on contract or tort, if the loss of property is caused by wilful misconduct or negligence and the pecuniary damage is caused by wilful misconduct or gross negligence on the part of HanseWerk, its legal representatives, servants, agents or employees ("Erfüllungs- oder Verrichtungsgehilfen"), the existence of wilful misconduct or negligence in the case of loss of property and of wilful misconduct or gross negligence in the case of pecuniary damage being rebuttably presumed. Liability according to Paragraph 4 shall be limited to EUR 2.5 million for loss of property and EUR 1 million for pecuniary damage.
5. If the sum of the claims for damages of all customers exceeds the maximum limit of EUR 10 million per loss event, the claim of the individual storage customer will be reduced pro rata the ratio of the sum of all claims for damages to the said maximum limit.
6. The parties' liability under mandatory provisions of the Public Liability Act ("Haftpflichtgesetz") and other laws shall not be affected.
7. Paragraphs 1 to 5 also apply in favour of the legal representatives, employees, servants and agents of HanseWerk.

## § 20 Right to Refuse Performance and Termination

1. HanseWerk shall be under no obligation to provide services under the storage contract, and may reduce or cease storage with immediate effect, if and for as long as the storage customer's creditworthiness as required pursuant to Article 16a, Paragraph 3, Sentence 4 is not satisfied.
2. HanseWerk may reduce or discontinue gas storage with immediate effect if the storage customer of HanseWerk does not settle all or part of invoiced due amounts following a reminder setting a reasonable period of grace.
3. HanseWerk may terminate the contract with immediate effect for a repeat of a breach according to Paragraph 2.
4. Either party may terminate this contract with immediate effect if
  - a) insolvency proceedings against the assets of the other party have been opened or a court has declined to open such proceedings by reason of insufficient assets,
  - b) orders against the other party are made under to Article 21 of the Insolvency Ordinance (InsO), or
  - c) the other party applies to open insolvency proceedings against its own assets.

Each party undertakes to advise the other party without delay as soon as it becomes aware of an application for insolvency proceedings against its assets, the institution of interim measures of protection or the institution of insolvency proceedings.

## § 21 Secondary Marketing, Transfer of Rights and Obligations

1. The storage customer may transfer acquired storage capacities to a third party for use by the latter. The storage customer will remain the party to the contract with HanseWerk in the case of a transfer of use and is still obliged to perform all of the duties arising out of the storage contract, in particular to pay the agreed storage fee and to nominate the gas quantities to be injected and/or withdrawn.

The rights under the contract - including but not limited to making the nominations - may be exercised directly by the third party in regard to HanseWerk at the request of the storage customer. In this case the storage customer must advise HanseWerk without delay of the name, address and telephone number of the third party and the name of a contact person, and will be liable for all actions of the third party as for its own actions. If the rights under the contract are exercised directly by the third party, then both partially and fully transferred storage capacities result in an additional system service fee according to Article 3, Paragraph 1 will be payable unless the third party is already a customer in the storage facility concerned and for the year concerned. The storage customer alone is liable to HanseWerk for the additional system service fee. In the event that a system service fee is paid for the third party, Article 3, Paragraph 2 shall also apply to the third party accordingly.

2. Each party may assign the contract in whole or in part to a third party with the written consent of the other party. Such consent shall not be withheld if the acquirer offers a reliable guarantee of the performance of the contractual obligations. An acquirer who accedes to the contract in place of the storage customer must in any event demonstrate its creditworthiness according to Article 16a, Paragraph 3. If the contract for storage capacities is only partially transferred, the acquirer is liable for an additional system service fee according to Article 3, Paragraph 1 unless it is already a customer in the storage facility concerned and for the year concerned.

## § 22 Return of Storage Capacities

1. The storage customer may at any time declare in writing and bindingly to HanseWerk that it wishes to return the booked storage capacities or parts thereof both in regard to the level of the capacities/service and to the period of time.
2. HanseWerk shall offer these storage capacities in its own name to third parties. The offer shall be made on the basis of the then applicable business conditions and storage prices (hereinafter referred to as "current storage prices") of HanseWerk, but at least the storage prices agreed in the contract with the storage customer (hereinafter referred to as "agreed storage prices").
3. If the storage customer has contracted storage bundles, HanseWerk is only obliged to take them back and market them according to the foregoing paragraphs if the storage customer returns complete storage bundles. A take-back and marketing of individual bundle components shall be at the discretion of HanseWerk.
4. If the storage customer is interested in returning storage capacities so that they can be offered by HanseWerk to third parties on the basis of current storage prices although the current storage prices are below the agreed storage prices or - for example due to variable components of the annual storage fees - at least could be below the agreed storage prices in the period from the return to the end of the storage period originally agreed with the storage customer for the returned storage capacities, the storage customer shall inform HanseWerk of its interest to do so in writing. Any return of storage capacities pursuant to this Paragraph 4 shall require a separate mutual agreement between the storage customer and HanseWerk regarding the modalities of marketing including the reimbursement of differences pursuant to Paragraph 6 below. The agreement shall be in writing.

If an agreement is reached between the storage customer and HanseWerk, HanseWerk shall offer the returned storage capacities to third parties on the basis of the then applicable business conditions and the current storage prices as well as in accordance with the agreement reached with the storage customer.

5. If a storage contract for returned storage capacities is concluded with a new customer, HanseWerk declares it is willing to terminate the contract with the storage customer in respect of the corresponding Storage Capacities and adjusts the storage customer's individual withdrawal and injection curves accordingly. The contract with the storage customer shall not be otherwise affected.
6. If, in the case of Paragraph 4 above, the contract with the new customer on returned storage capacities is concluded at storage prices which are below the agreed storage prices, the storage customer shall pay the resulting difference to HanseWerk. This obligation shall apply to the period from the termination of the contract with the storage customer on the returned storage capacities to the end of the storage period originally agreed with the storage customer for the returned storage capacities.

The storage customer shall not be obliged to reimburse any differences in the fees for variable costs pursuant to Article 4.

7. If no storage contract for returned storage capacities has been concluded with a new customer within two months from receipt of the written declaration of return, the storage customer shall be entitled at any time to withdraw its declaration of return in whole or for certain storage capacities; the foregoing shall also apply in the case of an agreement pursuant to Paragraph 4 above, but not to storage capacities withdrawn in accordance with Article 24, Paragraph 2, Sentence 1. If HanseWerk suffers any loss as a result, including but not limited to a loss because it has already promised the relevant storage capacities to another customer, the storage customer shall compensate HanseWerk for said loss.
8. HanseWerk shall give first priority to marketing existing available storage capacities and only second priority to marketing returned storage capacities. In the event that several storage customers declare their desire to return storage capacities, the principle shall apply that the storage capacities will be marketed in the order of HanseWerk's receipt of the written declaration to return, or - in the case of Paragraph 4 above - the time of the conclusion of the agreement between the storage customer and HanseWerk ("first come - first served").

### § 23 Withdrawal of Storage Capacities

1. In a capacity shortage situation, HanseWerk will invite storage customers who make no use or who make only minimal use of their contracted storage capacities for a period of nine months to offer their contracted storage capacities to third parties in order to prevent improper capacity hoarding. Storage capacities are in particular not used when
  - a) the contracted working gas capacity is not used (vacancy) or
  - b) no injections or withdrawals are made (idle storage) and this is probably not usual in the market. The onus of this proof shall be on HanseWerk.
2. If the storage customer does not comply with the invitation within one month or if it fails to sell the storage capacities within the same period, this shall be deemed a declaration by the storage customer that it wishes to return its contracted capacities according to Article 23, Paragraph 1. This shall not apply when, in response to the invitation of HanseWerk and within the said period, the storage customer provides cogent written arguments to the effect that it still needs the storage capacities concerned so as to meet existing contract commitments or exercise existing contract rights. HanseWerk shall in particular accept a cogent argument by the customer to the effect that the working gas capacities are being held as a reserve to safeguard contract commitments.

### § 24 Data Collection and Use

HanseWerk is entitled to collect, store and use for its own purposes data of Participants necessary for the management of trading in storage capacities.

### § 25 Written Form Clause

Any amendments and additions to, and any termination of, this contract must be made in writing. This also applies for this written form clause itself.

### § 26 Contract Review Following a Change in Circumstances

If the technical, commercial and/or legal preconditions under which the contract provisions including these General Terms and Conditions and the fees have been agreed undergo a fundamental change, and if consequently one of the parties can no longer be reasonably expected to uphold the contract provisions because the intentions of the parties aimed at a fair balance of their commercial interests are no longer fulfilled, then that party may request that the contract provisions be amended in line with the changed circumstances.

If agreement on an amendment of the contract provisions is not reached within three months, then the arbitration panel according to Article 28 shall decide. The claim to the new contract provisions shall exist commencing from the time when the party claiming the amendment first demanded the new contract provisions from the other party, invoking the changed circumstances.

### § 27 Governing Law, Settlement of Disputes

1. This contract shall be governed by the laws of Germany. Intergovernmental agreements and the United Nations Convention on contracts for the international sale of goods (UN CISG) shall not apply even if they are transposed into German law.

2. Should there be discrepancies between the English and German versions of these GTCS published on the storage portal then the German version shall prevail.
3. The parties shall endeavour to settle any disputes through negotiation. Should negotiations fail, all disputes in relation to this contract shall be settled finally and without recourse to legal action by an arbitration panel duly applying the provisions of the Code of Civil Procedure relating to the judicial process in the first instance. The arbitration panel shall consist of three arbitrators, one of whom acts as chairman. The chairman must be qualified to be a judge.

The arbitration panel shall be constituted by the party seeking the arbitration, designating the matter in dispute and nominating one arbitrator and inviting the other party in writing to nominate the other arbitrator and by the nominated arbitrators then selecting the chairman. If the other party fails to comply with the request to nominate an arbitrator within one month or if the arbitrators do not select their chairman within one month from the second arbitrator being nominated, either party may apply to the President of the Higher Regional Court (Oberlandesgericht) of Hamburg to propose the second arbitrator or chairman respectively. The proposal is binding upon the parties. Persons who are or were in the service of the parties cannot act as arbitrators. The place of the arbitration proceedings and of the hearings is Hamburg. The language of the proceedings is German.

The competent court for the purposes of Section 1062 (1) of the Code of Civil Procedure is the Higher Regional Court Hamburg. Otherwise Sections 1025 to 1065 of the Code of Civil Procedure shall govern the arbitration proceedings.

### § 28 Confidentiality

1. Each party undertakes to all use any information which it obtains directly or indirectly from the other party within the scope of this contract or its preparation or in relation to its performance solely for the performance of the contractual relationships and to treat it in confidence both during and after the term of this contract. Confidential treatment means that the information received from the other party shall not without the prior written consent of the party who has given the information be made accessible to employees and third parties who are not involved in the performance of these contractual obligations and who are not subject to a like duty of confidentiality and that this information may not be used commercially for third parties. The parties undertake to use the received information solely for the purpose of performing this contract.

Any necessary disclosure to fiscal or legal advisers and disclosure of the necessary technical particulars to subcontractors is permissible without special written authority of the information giver when the disclosure of information is limited to the scope necessary for the performance of this contract and the information recipients for their part undertake to treat the information in strict confidence or have a professional duty of secrecy by law. The parties also oblige their agents and employees to observe confidentiality.

2. Each party shall protect the information received from the other party with the same care with which it protects its own commercial and operating secrets but at least with the due care and diligence of a prudent businessman.
3. The duty of confidentiality shall not apply to information
  - a) which is already known to the information recipient at the time of disclosure without a duty of confidentialityor
  - b) which was already in the public domain at the time of disclosure or - through no fault of the information recipient - entered the public domain thereafter.
4. Without prejudice to the above provisions each party is entitled to meet its duties of disclosure which are based on statutory provisions and by-laws as well as on official decisions or as appropriate its indirect duties of disclosure under stock market laws including in respect of information disclosed to it. The other party must be advised accordingly.
5. The duty of confidentiality shall exist for a period of 60 months including beyond the end of this contract.

### § 29 Severability

Should any provision of this contract or of the "General Terms and Conditions for Storage Services" (GTCS) be or become void or unenforceable, the contract and the GTCS shall not be otherwise affected. The parties to the contract shall undertake to replace any invalid or unenforceable provision with a valid provision which comes as close in its economic outcome as possible to the provision so replaced with effect from the time of non-validity forward. The new provision must take reasonable account of the interests of both parties. The same shall apply in the event of gaps in the contract provisions.

The parties are aware of the precedents of the Federal Court of Justice (Bundesgerichtshof), in particular its judgement of 24.09.2002 - KZR 10/01. It is however the express will of the parties that this ruling shall not result in a mere reversal of the burden of proof, but that Article 139 of the Civil Code is completely waived.

### § 30 Harmonisation with Official and Statutory Requirements

These General Terms and Conditions (GTCS) are based on the statutory and other framework conditions in force at the time when the contract is concluded. HanseWerk is entitled to amend the GTCS with the exception of the prices if such amendment is necessary to comply with pertinent statutes and legal ordinances and/or legally binding rulings of national or international courts and authorities and/or general codes of practice, in order to restore the principle of equivalence of performance and counter performance and/or in order to redress a lacuna in the contract to enable the continued execution of the contract. HanseWerk will notify the storage customer - and all other customers - of the amendments in text form by no later than six weeks before the proposed entry into effect. If the storage customer does not agree with the notified amendment it is entitled to terminate the storage contract in text form giving notice of four weeks to the date when the amendment enters into effect. If it does not exercise this right the amendment shall be deemed accepted. HanseWerk will specifically draw the attention of the storage customer to this in its notification.

## Annex I: Take-over and Return Points

### Take-over and Return Points

Designation	Location	NP Entry	NP Exit	Network operator	Technical service provider Entry	Market area
Kraak	Rastow	UGS Kraak ASP Speicher Kraak	UGS Kraak ESP Speicher Kraak	ONTRAS Gastransport GmbH Schleswig-Holstein Netz AG/ Gasnetz Hamburg GmbH	HanseWerk AG	THE

## Annex II: Nomination Arrangements

### 1. Quantity Notification Procedure (Nomination)

The storage customer nominates to HanseWerk the natural gas quantities which it wishes to inject/withdraw at the take-over/return point. The quantity nomination is made to the nearest hour and in kWh.

#### 1.1 Content of the Quantity Nomination

The information scope of the storage customer's quantity nomination will be specified by HanseWerk and shall include the following minimum information:

- the contract ID of the storage contract,
- the take-over or return point,
- the day(s) for which the quantity nomination is valid,
- the hourly quantities in kWh and
- the direction of flow (injection or withdrawal)

#### 1.2 Weekly Quantity Nomination

The binding weekly quantity nomination shall be made by 16.00 hrs. on Thursday of each week by a daily nomination for each day of the following week.

#### 1.3 Daily Quantity Nomination

The daily quantity nomination shall be made by 10.00 hrs. on Monday to Thursday binding for the following day and by 10.00 hrs. on Friday for each of the following three days. If the following day or days are not working days, then a daily quantity nomination shall also be made for the day(s) that follow the following day.

If HanseWerk or the HanseWerk service provider has not received a daily quantity nomination from the storage customer by 10.00 hrs. on the current day for the following day then the quantity nominated for the corresponding day according to section 1.2 will be used as the quantity nomination. If no quantity nomination according to section 1.2 has been received either, then the nominated quantity shall be deemed to be 'nil' (0).

#### 1.4 Re-Nomination

Subject to the startup and changeover times according to the Technical Framework Conditions contained in Annex III of these General Terms and Conditions, the storage customer is entitled to change its quantity nomination with 2 hours' notice.

### 2. Confirmation by HanseWerk

#### 2.1 Confirmation of the Weekly Quantity Nomination

At the request of the storage customer HanseWerk or the HanseWerk service provider will confirm the weekly quantity nomination to it by 18.00 hrs. on the Friday of each week for the following week. If no confirmation is made by the aforesaid time the quantity nomination is deemed to be confirmed.

#### 2.2 Confirmation of the Daily Quantity Nomination

At the request of the storage customer HanseWerk or the HanseWerk service provider will confirm the daily quantity nomination to it by 18.00 hrs. of the previous day. If no confirmation is made by the aforesaid time the quantity nomination is deemed to be confirmed.

#### 2.3 Adjustment of the Quantity Nomination

In the event of special technical necessities, HanseWerk is entitled to adjust the quantity nomination of the storage customer. HanseWerk or the HanseWerk service provider will immediately advise the storage customer as to the nature, extent and duration of the need to adjust its nomination.

### 3. Provision of Data

#### 3.1 Standard Nomination Procedure

The data necessary for processing must be provided by the storage customer in the Dispatching Center of HanseWerk or the HanseWerk service provider. The business data, information and documents that are required for processing should be transferred and interchanged using the EDIG@S protocol or the Web Portal of HanseWerk or the HanseWerk service provider. The storage customer bears the cost of transferring data to the Dispatching Center of HanseWerk or the HanseWerk service provider.

### **3.2 Alternative Nomination Procedure (OFC – Online Flow Control)**

HanseWerk will on request also accept nominations submitted by the storage customer using an alternative nomination procedure (OFC) if and for as long as such procedures are used in the upstream transmission systems.

The nominations must be submitted to HanseWerk or the HanseWerk service provider in the electronic data format TASE.2.

HanseWerk or the HanseWerk service provider will implement such electronically submitted hourly nominations taking into account the startup and changeover times that may be necessary. The storage customer is liable for the accuracy and completeness of the data transfer.

In the event that data transfer fails, HanseWerk will continue the nomination value last submitted by the storage customer and notify the storage customer of the data transfer failure. In case of planned maintenance, HanseWerk will so far as necessary notify the suspension of the alternative nomination procedure at least 12 hours in advance.

### **4. Exceptional Operating Situations/Barriers to Performance**

If circumstances arise as a consequence whereof the storage customer or HanseWerk cannot fulfil some or all of their obligations, the party affected by these exceptional circumstances shall advise the other contract partner of the current state of affairs, indicating their likely extent, duration and cause. This information shall be passed by telephone to HanseWerk or the HanseWerk service provider and must be confirmed in writing.

### **5. Co-operation**

In performing the contract the parties shall act and co-operate in their mutual interest and mutual benefit. This includes in particular informing one another about all circumstances and measures that could potentially affect the flow of natural gas quantities. If faults occur during the injection or withdrawal of the quantities, HanseWerk and the storage customer have a duty to minimise losses. The dispatching centers will liaise directly on the measures to be taken in such a case.

## Annex III: Technical Framework Conditions

Contracts for bundled storage capacities (storage bundles) and unbundled storage capacities (injection and/or withdrawal rate and/or working gas capacity) can be concluded in the storage facility of HanseWerk to the extent of their availability. A storage contract can also be concluded for both bundled and unbundled storage capacities in firm or interruptible form. Storage capacities in the storage contracts of HanseWerk are normally indicated in the units MWh/h (injection and withdrawal rate) or GWh (working gas capacity) and rounded up or down to two decimal places.

The firm injection and withdrawal curve and the interruptible injection and withdrawal curve constitute the basis for the marketing of firm and interruptible storage capacity respectively by HanseWerk.

The individual injection and withdrawal curves of the storage customer which are notified as a schedule to the storage contract are obtained from these curves and from the firm and interruptible storage bundles and/or unbundled storage capacities contracted by the particular storage customer.

From these curves the storage customer can see - based on its current working gas content in the case of the injection rate or its current working gas withdrawal in the case of the withdrawal rate - which maximum injection and withdrawal rates are available to it at any particular time. The working gas content corresponds to the current balance on the working gas account, the working gas withdrawal of the contracted working gas capacity less the current working gas content.

Other technical and/or legal restrictions for the use of the contracted injection and withdrawal rates may also have to be observed where applicable. Thus for example the weekly withdrawal quantity may be restricted (see section 3 for further details).

### 1. Firm Storage Capacities

Please note that the contracted maximum storage capacities are only available subject to the restrictions arising out of the General Terms and Conditions and in particular the provisions of this Annex.

The maximum firm withdrawal rate is the sum of the firm storage bundles and the firm unbundled withdrawal rate. The maximum firm withdrawal rate is determined by the working gas withdrawal already made. For technical reasons the withdrawal rate falls as working gas withdrawal rises. The quantity of working gas withdrawal above which the withdrawal rate falls, and by how much, is shown in the respective storage contracts and the storage curves which they contain. The maximum firm injection rate is the sum of the firm storage bundles and the firm unbundled storage bundles. For technical reasons the injection rate falls as the working gas content rises. The curve tracking this relationship is given in the respective storage contract.

In the case of storage caverns, there may be an annual reduction in unbundled working gas capacity due to cavity losses. Refer to section 3 for details.

The interruptible storage capacities contracted by the storage customer and its resulting individual injection and withdrawal curves are set out in the storage customer's individual storage contract. The data are for the contract period indicated in the contract.

### 2. Interruptible Storage Capacities

Interruptible storage rates are given by the difference between the maximum withdrawal or injection curve and the firm withdrawal or injection curve of a storage facility. The interruptible withdrawal and injection curves are calculated for each storage customer pro rata its contracting of interruptible storage capacity, and shown as a chart in the storage contract.

The availability of interruptible storage capacities depends on the particular physical storage use by the storage customer and the other customers. Where possible, HanseWerk will give 12 hours prior notice of the interruption. HanseWerk must give the storage customer at least 2 hours prior notice of the interruption unless this is not possible for operational reasons. HanseWerk will advise the storage customer without delay of the reasons for the interruption no later than after the beginning of the interruption. In the event of an interruption the storage customer must immediately re-nominate the gas quantities at the take-over/return point affected by the interruption in order to avoid quantity differences. The periods for the storage customer for re-nomination according to Annex II, Paragraph 1.4 do not apply in this case if and for as long as is technically and operationally possible. If the interruptible capacities are only partly available, Article 18, Paragraph 2 of the GTCS shall apply.

The interruptible storage capacities contracted by the storage customer and its resulting individual injection and withdrawal curves are set out in the storage customer's individual storage contract. The data are for the contract period indicated in the contract.

### 3. Special Rules for Storage Caverns

#### a) Restriction on Working Gas Withdrawal

The storage capacities determined by HanseWerk are calculated for a seasonal storage use that is reflected by a temperature-related high demand on a small number of extremely cold days in winter and a far lower average demand on the storage facility at other times. This is particularly the case with storage caverns with a high withdrawal and/or injection rate relative to its working gas content.

For the storage cavern of HanseWerk, the process of maximising the available firm storage capacities may involve limiting the maximum weekly or monthly working gas withdrawal.

Limiting the maximum weekly working gas withdrawal is done by allocating a demand factor DF which defines the ratio of the permissible weekly working gas withdrawal by the storage customer to the maximum possible weekly working gas withdrawal by the storage customer on the basis of its contracted firm withdrawal rate. The current demand factors are given in Table 2.

If it exceeds the permissible weekly working gas withdrawal, the storage customer loses its claim to the firm provision of the contracted firm storage capacities. HanseWerk is entitled to limit the weekly withdrawal quantity of the storage customer accordingly.

#### Example:

Maximum firm withdrawal rate of the storage customer	=	500 MWh/h
Possible weekly* working gas withdrawal of the storage customer (based on the contracted withdrawal rate) (auf Basis der kontrahierten Ausspeicherleistung)	=	84 GWh
Demand factor:		DF = 0.3
Permitted weekly* working gas withdrawal by the storage customer	=	25.2 GWh

\* the calendar week runs from Monday to Sunday

#### Demand factors

Bundle	Storage facility	DF
	Kraak	0,5

This restriction only applies up to a certain storage fill level indicated in Annex I of the storage contract however. If the fill level is below this, the limitation is not applied and the storage facility can be run within the limits shown in the firm curve without restriction.

#### b) Annual revision of the working gas capacity owing to cavity losses

Geological processes continually reduce the technically maximum available working gas capacity in storage caverns by an annual percentage rate (convergence). The actual rate depends essentially on the mode of operation of the storage facility and so cannot be accurately predicted. To allow for these cavity losses, the working gas capacity contracted by the storage customer and by other customers and the corresponding storage fee are if necessary revised downwards annually according to the following principles:

- ba) The revision of the contracted working gas capacity and the storage fee is applied annually with effect from 1 April (6.00), with the first revision not being made until after the end of a term of the storage contract of one year.
- bb) The revision will reflect as accurately as possible the loss of working gas capacity in the storage year preceding the adjustment date. In this regard, HanseWerk will each year apply mathematical models which allow for the mode of operation of the storage facility over the respective storage year in order to determine a corresponding figure for the loss of working gas capacity which closest approximates to the actual cavity loss. These mathematical models will

also incorporate the results of actual surveys of caverns in the respective storage facilities which are conducted at regular intervals (every nine to ten years as a rule).

bc) This calculated loss of working gas capacity will be divided up among the storage customer and other customers (hereinafter collectively referred to in cc) as "customers") as follows:

- The loss of working gas capacity will in the first instance be divided up among all customers who are subject to a revision according to aa) and who have contracted interruptible unbundled working gas capacity and will be pro rata their contractual interruptible unbundled working gas capacity. The fees payable by the customers will also be revised downwards in line with the reduction in working gas capacity.
- If the interruptible unbundled working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and who have contracted interruptible bundled working gas capacity, and will be pro rata their contractual interruptible bundled working gas capacity. That portion of the fee for bundled interruptible rates that is represented by the working gas capacity (33 %) will also be reduced commensurate with the reduction in working gas capacity.
- If the interruptible working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and who have contracted firm unbundled working gas capacity, and will be pro rata their contractual firm unbundled working gas capacity. The fees payable by the customers will also be revised downwards in line with the reduction in working gas capacity.
- If the firm unbundled working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and who have contracted firm bundled working gas capacity, and will be pro rata their contractual firm bundled working gas capacity. That portion of the fee for bundled firm rates that is represented by the working gas capacity (33 %) will also be reduced commensurate with the reduction in working gas capacity.

The base values for the reduction are the figures given in Annex I of the storage contract for the first revision, and in subsequent years the reduced figures from the previous year.

In the past, the following approximate percentage working gas capacity losses have occurred each year in the storage caverns offered by HanseWerk:

Kraak 0,50 %

#### **4. Injection and Withdrawal Periods; Requirements for Mode of Operation**

As a rule, firm storage capacities are made available for a whole year (no firm injection and withdrawal periods).

If necessitated by mining authority restrictions and/or technical safety or the need to maintain the long-term technical performance of a storage facility, HanseWerk shall be entitled to impose a given mode of operation (mandatory mode of operation) on the storage customers. This includes in particular requirements for the replenishment of storage facilities following a complete working gas withdrawal.

Mining authority restrictions currently exist for the Kraak storage facility to guarantee its technical safety:

- These restrictions require a certain absolute minimum gas pressure to be ensured in the caverns and/or that the gas pressure may only fall below certain level for a limited period of time. If these official requirements risk being breached, a rapid injection is necessary and/or withdrawal is not possible.
- Further details about existing mining authority restrictions and possible obligations in respect of a particular mode of operation for a given storage facility may be obtained from HanseWerk at any time when available capacities are offered in that storage facility.

If restrictions in the mode of operation of the storage facility become necessary for any of the above reasons, HanseWerk will limit this to a minimum and continue to afford the storage customer the greatest possible flexibility. HanseWerk will communicate the restrictions to all customers who have contracted working gas capacity, and invite them to make the necessary injections or withdrawals within a certain time-frame pro rata their booked working gas capacities. If the storage customer does not comply with this request, HanseWerk may make the necessary injections or withdrawals itself. In this case the storage customer shall be obliged to acquire injected natural gas quantities at a price of 110 % of the reference price (purchase) of HanseWerk.

## 5. Changeover and Startup Times

When nominating gas quantities, allowance must be made for lead times for the change of operating mode of an underground storage facility (starting up the facility and changing over from injection to withdrawal and vice versa); HanseWerk or the HanseWerk service provider will advise the storage customer of these lead times as part of the nomination procedure.

If HanseWerk is able to achieve times less than the maximum times given below for a change of operating mode that is requested by the storage customer, HanseWerk will waive compliance with the startup and changeover times.

	
Startup time from 0 to injection:	4 h
Startup time from 0 to withdrawal:	4 h
Changeover from injection to withdrawal:	8 h
Changeover from withdrawal to injection:	8 h

## 6. Short-term Storage Capacity Trading

For contracts concluded pursuant to Article 2 a, the storage customers' curves will be adjusted for the term of the contract in accordance with the reduced or additional storage capacities. For the term of the contract concluded pursuant to Article 2 a, the Technical Framework Conditions and Nomination Rules shall apply to the adjusted storage curves.

## Annex IV: Price Sheet

All prices given in this Price Sheet are net and relate to the 2019/20 storage year

Storage contracts can be concluded with HanseWerk at any time for the storage fees given below and provided the required storage capacities are available. HanseWerk will also frequently offer special products, e.g. with an index price formula or other special features such as performance on the Virtual Trading Point. More information about these products can be found on our storage portal at [www.hansewerk.com/speichervermarktung](http://www.hansewerk.com/speichervermarktung)

### I. Storage fee for annual products (firm capacity)

#### Storage fee for annual products (firm capacity)

Storage facility	Fee per storage bundle*	Fee for unbundled withdrawal rate	Fee for unbundled working gas	Fee for unbundled injection rate	Withdrawal rate per storage bundle	Injection rate per storage bundle*
	in €	in € per MWh/h	in € per GWh	in € per MWh/h	in MWh/h	in MWh/h
Kraak	15.000,00	763,36	990,00	1.563,71	7,86	2,59

\*The working gas volume for each storage bundle is 5 GWh. Withdrawal rate and injection rate for each bundle are given in the two right-hand columns in the above table.

The prices for storage bundles break down as follows: 40 % of the price is for the withdrawal rate, 33 % is for the working gas capacity and 27 % is for the injection rate. The prices for the unbundled components are derived from the bundle prices based on these percentage rates.

The prices for interruptible capacity are 60 % of the prices for firm storage capacity.

### II. Fee for variable costs (GTCS Article 4)

Fee for variable costs, which are linked to injected gas, is quantified in dedicated storage contracts.

#### III. Fee for contracts over several years

A long-term discount is allowed for contract terms of 3 years and more. For all storage facilities this discount is 3 % for a term of 3 years, rising by 1 % per subsequent full year up to a maximum of 15 %.

The long-term discount is allowed on the annual storage fees and the annual system service fee but not on the fee for variable costs.

A long-term discount will also only be allowed for storage capacities that are contracted continuously for the entire contract term.

### IV. Fee for System Services (GTCS Article 3):

per storage facility per year: € 10,000 including all amendments to the annual contract

### V. Storage contracts for parts of a storage year

Storage contracts may also be concluded for parts of a storage year as set out below.

- For storage contracts for bundled firm and/or interruptible storage capacities concluded for parts of a storage year, the annual storage fees detailed in Section I of this Price Sheet, the fees for variable costs detailed in Section III of this Price Sheet and the fees for system services detailed in Section IV of this Price Sheet will, as a rule, apply. However, for each full storage month of the storage year not covered by the contract term, a discount of 1/12 of the annual storage fee will be allowed on the annual storage fee and a discount of 1/12 of the system services fee will be allowed on the system services fee. This shall not affect GTCS Article 3, Paragraph 2. Storage capacities can however only be contracted for a partial period which lasts until the end of the particular storage year ("short year") unless HanseWerk agrees to a different contract term by way of exception.
- Because it is not a full storage year a short year will be disregarded when calculating a long-term discount.
- General Provisions: Assuming storage capacities are available, storage contracts for parts of a storage year according to letters a) and b) above can usually only be concluded once the particular storage year has started unless HanseWerk specifies and generally announces an earlier time by way of exception.

Storage fees and fees for system services for storage capacities contracted for parts of a storage year are split proportionally among the relevant months of the relevant part of the storage year.

**VI. Fees for transfer of working gas quantities according to Article 8, Paragraphs 4 and 5**

The fee for transferring working gas quantities between two working gas accounts according to Article 8, Paragraph 4 is 0.6 €-cent per MWh of transferred working gas subject to a minimum of 1000 €.

The fee is incurred for each individual transfer of working gas quantities from one particular working gas account to another particular working gas account and is calculated separately in each case. It will generally be billed to the storage customer from whose working gas account the working gas quantities are transferred to the other account. If according to Article 22, Paragraph 1a third party is entitled to exercise the rights under the storage contract then the storage customer who has authorised the third party to exercise the rights shall be liable to HanseWerk for the fee for transfers of working gas quantities from the working gas account of the third party to another working gas account