



## **Operating Agreement**

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(hereinafter referred to as “**astora**”)



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## Article 1 General

1. This **Operating Agreement** shall be an integral part of the **General Terms and Conditions for Storage Access** of **astora GmbH & Co. KG**, Kassel, Germany in its respective valid version and will modify and complete it. This **Operating Agreement** describes the provisions necessary for the operational application of the **Storage Services Agreement** between **astora** and the **Storage Customer**. In cases of doubt and/or lacks of clarity the **General Terms and Conditions for Storage Access** shall take precedence over the provisions of this **Operating Agreement**.
2. **astora** shall be available 24 hours on every **Storage Day**. Said availability shall at least be ensured by phone on one central dispatching phone number. Additionally, the availability via other communication paths shall be endeavoured. **astora** shall at all times be capable of receiving, sending and processing operational/dispatching data.
3. **astora** shall inform the **Storage Customer** of his **Shipper Code**.

## Article 2 Cooperation

1. If the **Storage Customer** and/or **astora** are unable to use the communication paths that have been set up due to technical problems both **Contractual Counter-Parties** shall agree upon and shall temporarily use an alternative communication path. The **Storage Customer** and/or **astora** shall immediately take all appropriate measures to reinstate the availability of the originally agreed communication paths.
2. In order to enable the exchange of information the **Storage Customer** and **astora** shall inform each other of the required addresses, phone numbers and e-mail addresses at least five (5) **Working Days** prior to the **First Utilisation Day** of the **Storage Services Agreement** by means of the **Notice of Responsibility**. The **Contractual Counter-Parties** shall make sure that said **Notice of Responsibility** will be kept updated. The **Notice of Responsibility** shall form an integral part of the **Storage Services Agreement**.



### Article 3 Communication Paths and Formats

1. **astora** offers the following communication paths:

AS – in the respective valid or previous version

In case of unavailability the **Contractual Counter-Parties** will coordinate an alternative communication path. Additionally each **Storage Customer** could use the **Storage Portal** for his nominations.

2. **astora** recommends communication format Edig@s.

### Article 4 Nomination Procedure

1. Renomination

**Renominations** shall take effect, after the hour, in which **astora** has received the **Renomination**, plus a predefined period of time specified in the **Storage Specification** for the respective **Storage Location** have elapsed, at the earliest.

2. Matchingprocess

The matching procedure based on the valid version of EASEE-GAS Regeln ([http://www.edigas.org/wp-content/Downloads/3Nominationand Matching Process2-0.pdf](http://www.edigas.org/wp-content/Downloads/3Nominationand%20Matching%20Process2-0.pdf)).

### Article 5 Allocation Procedure

The applicable **Allocation Procedure** has been described in the **Storage Specification**.