

# **General Terms and Conditions for Storage Access**

**astora** GmbH  
Karthäuserstr. 4  
34117 Kassel, Germany

(hereinafter referred to as "**astora** ")

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## Preamble

**astora** offers third parties access to underground **Gas Storage Facilities** available for marketing.

**astora** provides **Injection Rates, Withdrawal Rates, Working Gas Volume** and associated services for the **Storage Customer** at an **astora Storage Location**. Said services have been described in the **Storage Services Agreement** entered into between **astora** and the **Storage Customer**.

The **Storage Services Agreement** is based on these **General Terms and Conditions for Storage Access** in its respective valid version.

## Part 1 General Information

### Article 1 Definitions

The following definitions and other definitions herein shall apply to the **astora Storage Services Agreement**, including the **General Terms and Conditions for Storage Access**, the **Operating Agreement** and the **Storage Specifications** of the respective **Storage Location**. Defined terms are written in bold italics.

Terms used in the singular shall also include the plural and vice versa unless expressly agreed otherwise or evident from the context.

All quantity and unit definitions correspond to the definitions of the international ISO 1000 standard (SI Units and Recommendations for Use of their Multiples and certain Other Units) dated January 11, 1992 in the respective valid version.

#### **Allocation**

shall mean the distribution of gas quantities among the individual **Storage Services Agreements** based on a joint measurement in the measuring station of the respective **Storage Location**.

#### **Allocation Procedure**

shall mean the procedure applied by **astora** according to Article 7 of the **Operating Agreement**.

#### **Basic Storage Tariff**

shall mean the basic tariff which is used to calculate the applicable **Storage Tariff** of the individual **Storage Services**. The procedure for the calculation has been described in the respective **Storage Specification**.

#### **Binding Storage Services Request**

shall mean the binding offer made by the potential **Storage Customer** to enter into a **Storage Services Agreement** including or excluding the use of the **Storage Portal**.

#### **Biogas**

shall mean the **Gas** defined as **Biogas** according to the German Energy Law [*Energiewirtschaftsgesetz, EnWG*].

**Bundled Storage Service**

shall mean **Storage Capacities** in a predefined ratio as described in the relevant **Storage Specification**.

**CET/CEST**

shall mean the abbreviation for Central European (Summer) Time. **CET** and **CEST** shall be used according to the official time in Germany.

**Communication Test**

shall mean the test according to Article 3 of the **Operating Agreement** in which the **Storage Customer** shall prove that he can utilise the required communication paths for the operational application of the **Storage Services Agreement**.

**Conclusion of a Storage Services Agreement**

shall mean the point of time at which the **Storage Services Agreement** has legally been concluded.

**Contract Term**

shall mean the period for which the **Storage Services Agreement** shall be valid.

**Contractual Counter-Party**

shall either be the **Storage Customer** or **astora** (or both).

**Customer's Counter-Notice of Deprivation**

shall mean the written notice by the **Storage Customer** to **astora** exercising its right to contradict a **Notice of Deprivation**. The procedure of a **Customer's Counter-Notice of Deprivation** has been described in Article 22 Section 4 hereunder.

**Customer's Storage Account**

describes the determination of the **Customer's Storage Level** based on the **Storage Customer's Allocation** and the **Customer's Storage Level** of the previous determination.

**Customer's Storage Level**

shall for a specific point in time be the **Storage Customer's** accumulated **Quantity of Energy** of the **Injection Gas** minus the **Withdrawal Gas**.

**Delivery Point**

shall mean the **Point of Injection** and/or the **Point of Withdrawal** of a **Storage Location**.

**Deprivation**

shall mean the deprivation of **Storage Capacities** according to Article 22 hereunder in order to prevent the inappropriate hoarding of **Storage Capacities**.

**Exceeding Customer's Storage Account**

shall occur in case the **Customer's Storage Level** is less than zero (0) or more than the **Working Gas Volume**.

**Exceeding Storage Capacities**

shall mean excesses of contracted **Storage Capacities** as described in Article 17 hereunder.

**Fee for Exceeding the Storage Capacities**

shall mean the fee which **astora** charges by using the **Tariff for Exceeding the Storage Capacities** in case the contracted **Storage Capacities** have been exceeded.

**First Utilisation Day**

shall mean the first **Storage Day** on which the **Storage Customer** can use its **Storage Capacities** under its **Storage Services Agreement**.

**Gas**

shall mean **Natural Gas** and **Biogas**.

**Gas Pressure**

shall mean the pressure of the **Gas** above atmospheric pressure in bars.

**Gas Type**

shall make a difference between **Natural Gas** and **Biogas**.

**General Terms and Conditions for Storage Access**

shall mean this agreement generally applicable for offering the **Storage Capacities**.

**Gross Calorific Value**

shall mean the heating value of **Gas** ("H<sub>s,n</sub>" in kWh/m<sup>3</sup>) and is defined according to DIN 51857/97.

**Hour**

shall commence at a full hour and shall terminate at the start of the next following hour.

**Identity**

shall exist in case the quantities of **Gas** injected and withdrawn are identical. The identity of the **Gas** cannot be granted in **astora's Storage Locations** because of commingling of **Gas** belonging to different **Storage Users**.

**Injection Gas**

shall mean the **Quantity of Energy** which **astora** shall offtake from the **Storage Customer** at the **Point of Injection** of a **Storage Location**.

**Injection Curve**

shall mean a function of the **Customer's Storage Level** of the **Working Gas Volume** of a **Storage Customer**. The **Injection Curve** determines the **Injection Rate** as described in the relevant **Storage Specification**.

**Injection Rate**

shall mean the hourly **Quantity of Energy** (in kWh/h), subject to the **Injection Curve**, which a **Storage Customer** shall be entitled to inject into a **Storage Location**. The **Injection Rate** has been agreed upon in the **Storage Services Agreement**.

**Interruptible Storage Services**

shall mean the **Storage Services** that a **Storage Customer** may book on an interruptible basis pursuant to the **Storage Access Conditions**. The use of the interruptible **Storage Services** can be interrupted by **astora** according to the relevant **Storage Specification**.

**Last Utilisation Day**

shall mean the **Storage Day** until which the **Storage Customer** is entitled to use the **Storage Capacities** under its **Storage Services Agreement**.

**Long-term Factors**

shall mean the factor(s) used to calculate the **Storage Services Fee** for **Storage Services Agreements** with a **Storage Period** of two (2) **Years** or more. The **Storage Services Fee** for a long-term **Storage Period** shall be determined by multiplying the annual fee by the relevant **Long-Term Factor**.

**Month**

shall commence on the first day of a calendar month at 6:00 a.m. (**CET/CEST**) and shall terminate on the first day of the following calendar month at 6:00 a.m. (**CET/CEST**).

**Natural gas**

is a mixture of gaseous hydrocarbons, mainly methane, and other components in a natural state in the ground or which has been recovered together with liquid hydrocarbons.

**Neighbouring Network Operator**

shall mean the operator of the **Neighbouring Gas Network**. The relevant neighbouring network operator for a **Delivery Point** of a **Storage Location** shall be specified in the **Storage Specification**.

**Neighbouring Gas Network**

shall mean the gas network connected to a **Storage Location**.

**Nomination**

shall mean the nomination by the **Storage Customer** of the quantities of **Gas** to be injected or withdrawn within certain periods.

**Nomination Procedure**

shall mean the procedure by which the **Storage Customer** nominates quantities of **Gas** to be injected, withdrawn or transferred within certain periods. Said procedure has been described in the **Operating Agreement** (Annex).

**Notice of Deprivation**

shall mean the written notice by **astora** informing the **Storage Customer** of the **Deprivation of Storage Capacities**. The procedure of a **Notice of Deprivation** has been described in Article 22 Section 3 hereunder.

**Notice of Rejection**

shall mean the notice sent by **astora** to the **Storage Customer** informing it that a **Binding Storage Service Request** has been rejected.

**Notice of Responsibility**

shall mean the parties' list of responsible personnel in charge of the operational application of the **Storage Services Agreement**.

**Operating Agreement**

shall mean the general terms and conditions for the cooperation between **astora** and the **Storage Customer** in the operational processing of the **Storage Services Agreement**.

**Point of Injection**

shall be the **Delivery Point** at which **astora** offtakes the **Injection Gas** from the **Storage Customer**.

**Point of Withdrawal**

shall be the **Delivery Point** at which **astora** redelivers the **Withdrawal Gas** to the **Storage Customer**

**Portal Users**

shall be

(1) if the **Storage Customer** is a legal entity, one or more individual persons authorized to act on behalf of the **Storage Customer**; or

(2) if the **Storage Customer** is an individual person, the **Storage Customer** or one or more individual persons authorized to act on behalf of the **Storage Customer**

who the **Storage Customer** has authorized to act on his behalf and reported to **astora** in the registration form according to Article 5 e) and who has or have been granted access to use the **Storage Portal** by the operator of the **Storage Portal**.

**Quality Compliant Gas**

shall mean the **Gas** complying with the quality specification and **Gas Pressure** in the relevant **Storage Specification**.

**Quantity of Energy**

of **Gas** (in kWh) shall mean the product of the volume (in m<sup>3</sup>) multiplied by the **Gross Calorific Value** (in kWh/m<sup>3</sup>) measured at the **Storage Location**.

**Reference Price**

shall mean the monthly border price in €/TJ published by the German Federal Office of Trade, Industry and Export Control (BAFA) at the time of invoicing.



The reference price shall be converted to €/ct/kWh and rounded up or down with four (4) decimal places.

### **Registration**

shall mean the registration process for the **Storage Portal**.

### **Renomination**

shall mean the **Storage Customer's** subsequent change of a previous **Nomination** in accordance with the procedure described in the **Operating Agreement**.

### **Secondary Storage Customer**

shall mean a customer who has acquired **Storage Capacities** from a **Storage Customer** within the scope of secondary marketing according to Article 20 **Storage Capacities**.

### **Shipper Code**

shall mean a unique code assigned to the **Storage Customer** by **astora** for unequivocal identification.

### **Short-term Factors**

shall mean the factor(s) used to calculate the **Storage Services Fee** for **Storage Services Agreements** with a **Storage Period** of less than one (1) **Year**. The **Storage Services Fee** for a short-term **Storage Period** shall be determined by multiplying the annual fee by the relevant **Short-Term Factor** prior to calculate the respective short-term **Storage Period**.

### **Standard Volume**

of a quantity of one (1) m<sup>3</sup> of **Gas** shall mean the volume in a normal state at an absolute pressure of 1.01325 bars and at a temperature of 273.15 Kelvin. Volumes in the **Storage Services Agreement** including the corresponding documents always refer to the **Standard Volume**.

### **Storage**

shall mean a **Storage Facility**, including the above ground and underground facilities in which **astora** operates a **Storage Location**.

### **Storage Account**

shall comprise all **Storage Services Agreements** under one nomination.

### **Storage Capacities**

shall mean the aggregated single services **Injection Rate**, **Withdrawal Rate** and **Working Gas Volume** as well as the associated services (e.g. allocation, invoicing)

### **Storage Customer**

shall mean the individual person or legal entity that entered into a **Storage Services Agreement** with **astora**.

**Storage Day**

shall commence on a calendar day at 6:00 a.m. (*CET/CEST*) and terminate on the following calendar day at 6:00 a.m. (*CET/CEST*).

**Storage Facility**

shall mean a **Storage Facility** including all installations necessary to provide the **Storage Capacities**.

**Storage Location**

shall mean the part of a **Storage Facility** at **astora's** disposal in order to provide **Storage Capacities**.

**Storage Mode**

shall mean the current storage mode for the respective **Storage Location** being injection mode, withdrawal mode or **Storage** standstill.

**Storage Period**

shall mean the period between the **First Utilisation Day** and the **Last Utilisation Day**.

**Storage Portal**

shall mean **astora's** Internet-based platform.

**Storage Services**

shall mean the **Storage Capacities** offered at a **Storage Location** according to the **Storage Specification** consisting of **Bundled** and/or **Unbundled Storage Services**.

**Storage Services Agreement**

shall mean the legally binding agreement about the storage of **Gas** entered into between the **Storage Customer** and **astora**

(1) at the time of the conclusion of the **Storage Portal** agreement according to Article 10 hereunder.

(2) at the time of the conclusion of the agreement excluding the use of the **Storage Portal** according to Article 13 hereunder.

**Storage Services Fee**

shall mean the fee to be paid by the **Storage Customer** for the **Storage Services** under its **Storage Services Agreement**.

**Storage Specification**

shall mean the description of the individual characteristics of **astora's** **Storage Locations**. The relevant **Storage Specification** is part of the **Storage Services Agreement**.

**Storage Tariff**

shall mean the tariff to be paid for the **Storage Services** in accordance with Article 5 of the relevant **Storage Specification**.

**Storage User**

shall mean a **Storage Customer** of **astora** or a **Secondary Storage Customer** of **astora** or a customer of another storage system operator within a **Storage Facility**, in which **astora** is storage system operator at the same time.

**Storage Year**

shall commence on the first of April at 6:00 a.m. **(CET/CEST)** and terminates on the first of April at 6:00 a.m. **(CET/CEST)** of the following year.

**Tariff for Exceeding the Storage Capacities**

shall mean the tariff which is used to calculate the applicable **Fee for Exceeding the Storage Capacities**. The procedure for the calculation has been described in the respective **Storage Specification**.

**Transfer**

shall mean a transfer of **Gas** from one **Storage Account** to another **Storage Account**.

**Unbundled Storage Services**

consist of **Withdrawal Rate**, **Injection Rate** and **Working Gas Volume** in a ratio to be booked at the Storage Customer's sole discretion. Depending on the type of **Storage Service** these unbundled **Storage Services** can either be booked individually together with **Bundled Storage Services** or jointly as an **Unbundled Storage Service**.

**Warning of Deprivation**

shall mean the written notice by **astora** threatening the **Storage Customer** with **Deprivation** and explaining the reasons. The procedure of a **Warning of Deprivation** has been described in Article 22 Section 2 hereunder.

**Week**

shall commence on a Monday at 6:00 a.m. **(CET/CEST)** and shall terminate on the next following Monday at 6:00 a.m. **(CET/CEST)**.

**Withdrawal Gas**

shall mean the **Quantity of Energy** which **astora** shall deliver to the **Storage Customer** at the **Point of Withdrawal** of a **Storage Location**.

**Withdrawal Curve**

is a function of the **Customer's Storage Level** of the **Working Gas Volume** of a **Storage Customer**. The withdrawal curve determines the **Withdrawal Rate** as described in the relevant **Storage Specification**.

**Withdrawal Rate**

shall mean the maximum hourly quantity of energy (in kWh/h), subject to the **Withdrawal Curve**, which **astora** provides to the **Storage Customer** for the withdrawal of **Withdrawal Gas** from the **Point of Withdrawal** of the relevant **Storage Location** according to the **Storage Service Agreement**.

**Working Day**

shall mean a week day from Monday to Friday which is not an official public holiday in the federal state of Hesse. December 24 (Christmas Eve) and December 31 (New Year's Eve) shall not be regarded as working days.

**Working Gas Volume**

shall mean the volume in kWh which the **Storage Customer** shall be entitled to inject into a **Storage Location**. The working gas volume has been agreed upon in the **Storage Services Agreement**.

**Year**

shall mean the time from 6:00 a.m. (**CET/CEST**) of a day to 6:00 a.m. (**CET/CEST**) of the same day of the following calendar year.

**Article 2 Scope**

1. These **General Terms and Conditions for Storage Access** contain **astora's** general provisions for access to the **Storage Locations** available to **astora**.
2. The physical services hereunder commence with **astora** accepting the **Injection Gas** at the **Point of Injection** and terminate with making available the **Withdrawal Gas** to the **Storage Customer** at the **Point of Withdrawal**.
3. Any individual **Storage Customer's** provisions (AGB's) shall explicitly not apply hereunder.
4. Changes to these **General Terms and Conditions for Storage Access** shall require **astora's** explicit written consent.
5. These **General Terms and Conditions for Storage Access** shall only apply to businesses as defined in Article 14 of the German Civil Code. Businesses according to Article 14 of the German Civil Code are individual persons or legal entities or partnerships with legal capacity that act in their commercial or professional capacity when they enter into legal transactions with **astora**.

## Part 2 Allocation Procedure for Storage Capacities

### Article 3 Products and Offer Procedure

**astora** offers its available **Working Gas Volume** in three different product types:

1. Standard products according to the **Storage Specification** of the relevant **Storage Location** that are to be purchased pursuant to the procedures described in Part 4 and Part 5 hereunder.
2. Special products that are offered for a limited time only and which may be purchased exclusively pursuant to the procedures described in Part 4 and Part 5 hereunder. Information about any special products shall be published on **astora's** homepage ([www.astora.de](http://www.astora.de)) during the offer period.
3. Auction products that - like the special products - are offered for a limited time only. The offer of such capacities is placed on the marketing platform for storage capacities “store-x” which is open to the public.

### Article 4 Determination of Availability and Allocation

**astora** shall examine and determine whether the requested **Storage Capacities** are available on the basis of the existing contractual obligations at the requested **Storage Location**. **astora** shall act as a reasonable and prudent operator, in a non-discriminatory manner and in compliance with the generally recognized latest technology available.

1. Standard and Special Products according to Article 3, Section 1 and Section 2

The conclusion of a **Storage Services Agreement** about the standard and special products specified in Article 3 shall be subject to the filing of a **Binding Storage Service Request** by the **Storage Customer** to purchase **Storage Capacities** and the subsequent acceptance by **astora**.

- a. The relevant allocation criteria for **Storage Capacities** requested according to Part 4 hereunder shall be the availability of the requested products at the time of the determination of the availability with capacity-reserving effect according to Article 8.
  - b. The relevant allocation criteria for **Storage Capacities** requested according to Part 5 hereunder shall be the availability of the requested products at the time of **astora's** determination of the availability with capacity-reserving effect. If **astora** received several **Binding Storage Service Requests** according to Part 5 below, **astora** shall determine the availability with capacity-reserving effect in the order of the requests received. Further, the deadlines set forth in Article 12 shall apply.
2. Auction Products according to Article 3, Section 3

The allocation of the auction products defined in Article 3, Section 3 is subject to the procedure and allocation regulations applicable to the marketing platform “store-x” which are published on [www.store-x.net](http://www.store-x.net).

## Part 3 Regulations for the Use of the Storage Portal

### Article 5 Registration

1. The use of the **Storage Portal** is subject to a **Registration** as a **Portal User**. Only individuals may be registered.
2. The **Registration** as a **Portal User** requires the following steps:
  - a) The potential **Portal User** shall commence the registration process in **astora's Storage Portal** by electronically submitting his or her contact information.
  - b) Following the electronic submission of his or her contact information, the potential **Portal User** will receive an e-mail with a link to confirm and activate the user account.
  - c) After activating the account, the user will receive another e-mail with a registration form to complete along with details about the further procedure.
  - d) The Storage Customer or the potential **Storage Customer** shall then mail the completed registration form to **astora**.
  - e) Once **astora** has received the registration form in the mail, **astora** will review such form for completeness and legitimacy. Following a successful review of the form, the user account will be activated according to the rights requested.
  - f) The **Portal User** will immediately receive an e-mail with information about the activation of the user account.

### Article 6 Obligations of the Storage Customer and the Portal User

1. Every **Portal User** shall treat the access data communicated to him or her confidential and protect such data against any unauthorized access by third parties and refrain from providing the data to any third parties. If the access data are wrongfully used by a third party, the **Storage Customer** on whose behalf the **Portal User** submitted a registration and whose access data were wrongfully used, shall be liable for any damages suffered by **astora** as a result of such wrongful use (including, but not limited to, any direct damage, in particular any loss of profit) provided that the **Portal User** is responsible for the wrongful use of the access data.
2. The **Storage Customer** shall guarantee the accuracy of the data transmitted to **astora** in the **Registration** process. If the data of a **Portal User** change at any time, the **Storage Customer** shall immediately notify **astora** of such changes in writing.
3. The **Storage Customer** shall immediately notify **astora** in writing of any necessary blocking of a **Portal User** acting on his behalf.

4. **astora** further reserves its right to exclude any **Portal Users** from using the **Storage Portal**, by blocking the access data. This shall apply in particular if and when **astora** becomes aware of the inaccuracy of the communicated data to **astora** according to Section 2.

#### **Article 7 Technical Availability of the Storage Portal**

1. The **Storage Portal** and its features shall be available only within the scope of the current state of the art and technical availability.
2. **astora** shall be entitled to temporarily limit the use for reasons of system capacity, portal integrity and security and required technical measures and maintenance. The same shall apply in case of unforeseen technical problems, in particular in case of an interruption of the power supply or a hardware or software error.
3. **astora** shall inform the affected **Portal Users** of a limited use of the **Storage Portal** via e-mail or, if this is impossible due to technical difficulties, via telefax. **astora** shall make every economically reasonable effort to immediately re-establish the availability of the **Storage Portal**.

### **Part 4 Conclusion of an Agreement about the Storage Portal**

#### **Article 8 Binding Storage Service Request**

The **Portal User** may make a binding request for **Storage Capacities** in the **Storage Portal**. The **Binding Storage Service Request** mainly requires the following steps.

1. Selecting the **Storage** and the **Storage Product**.
2. Indicating the desired quantity and the **Contract Term** under observance of the applicable deadlines according to Article 14 and Article 15.
3. Non-binding determination of availability without capacity-reserving effect.
4. Copying the selected and available **Storage Capacities** into the booking mask.
5. Transmitting the **Binding Storage Service Request** with capacity-reserving effect by submitting the booking.

#### **Article 9 Review of the Binding Storage Service Request**

The **Binding Storage Service Request** submitted through the **Storage Portal** will automatically be checked for availability. If the result of the availability check is negative, a **Notice of Rejection** will immediately be shown in the result mask.

## Article 10 Conclusion of a Storage Services Agreement

The **Storage Services Agreement** shall be concluded upon the acceptance of the **Binding Storage Service Request** by **astora** following the successful determination of availability relating to the **Binding Storage Service Request**. The declaration of acceptance shall be the booking confirmation that will be e-mailed to the **Portal User** immediately following the successful determination of availability relating to the **Binding Storage Request**. The booking confirmation will be sent to the authorized **Portal User** along with the relevant and automatically drafted **Storage Services Agreement** a copy of which will also be kept in the **Storage Portal**, accessible to the **Portal User**.

## Part 5 Conclusion of an Agreement without the Use of the Storage Portal

### Article 11 Binding Storage Service Request

1. A **Binding Storage Service Request** submitted outside the **Storage Portal** shall be filed through the form "**Binding Storage Service Request**" provided by **astora** on its website [www.astora.de](http://www.astora.de) (download area). The signed form may be sent by mail to **astora**'s business address, by FAX to the fax number published on [www.astora.de](http://www.astora.de) or by e-mail as a scan to [sales@astora.de](mailto:sales@astora.de).
2. A complete **Binding Storage Service Request** shall contain in particular the following elements:
  - a) potential **Storage Customer** (name, address and contact person of the company) and
  - b) **Storage Location** and
  - c) **Storage Period** and
  - d) the requested **Storage Service** and
  - e) amount of **Bundled Storage Services** and/or
  - f) **Unbundled Storage Services** comprising:
    - **Injection Rates** in kWh/h and/or
    - **Withdrawal Rates** in kWh/h and/or
    - **Working Gas Volume** in million kWh
3. The **Storage Customer** may file a **Binding Storage Service Request** for **Storage Services** in compliance with the procedure described in Article 14 and Article 15 hereunder. The **Storage Services** available at a **Storage Location** have been described in the relevant **Storage Specification**.
4. A **Binding Storage Service Request** shall remain valid until it has been accepted or rejected by **astora** according to Article 12, Section 2 hereunder. In case the **Binding Storage Service Request** is not accepted



or rejected by **astora** within twenty (20) **Working Days**, after **astora** has received it, the **Storage Customer** shall be entitled to withdraw in writing from its **Binding Storage Service Request**.

## **Article 12 Processing and Review of a Binding Storage Service Request**

1. In case a **Binding Storage Service Request** is incomplete by deviating from Article 11, Section 2, and / or the requested parameters cannot be satisfied by **astora**, **astora** will inform the **Storage Customer** within three (3) **Working Days** after receipt of the request about any missing information that is necessary to process and satisfy the **Binding Storage Service Request**. The **Storage Customer** shall provide the missing information in writing according to Article 11, Section 2 hereunder within three (3) **Working Days** after it has been informed by **astora**. Upon **astora**'s receipt of the missing information in due time, the day of receipt of the incomplete and / or unsatisfiable request shall be the day of receipt of the **Binding Storage Service Request**.
2. **astora** shall endeavour to respond to a **Binding Storage Service Request** within ten (10) **Working Days**. In case of a rejection, such response shall consist of a founded, written notification (**Notice of Rejection**). Upon acceptance of a **Binding Storage Service Request** **astora** shall send the respective **Storage Services Agreement** to the **Storage Customer**. Such **Storage Services Agreement** in duplicate shall already be signed by **astora**. The **Storage Customer** shall countersign the **Storage Services Agreement**. **astora** must receive one copy within ten (10) **Working Days**. Relevant for meeting the deadline shall be receipt by **astora**.

## **Article 13 Conclusion of a Storage Services Agreement**

1. The **Storage Services Agreement** shall be valid and applicable upon the **Storage Customer's** receipt of the **Storage Services Agreement** signed by **astora** according to Article 12, Section 2.

## **Part 6 Deadlines for Storage Services Agreements**

### **Article 14 Regulations about Dates of Requests**

With regard to the dates of requests, the following regulations shall apply to the **Binding Storage Service Request**:

**Storage Periods** with a term of

- at least three (3) **Years** can be requested with binding effect at any time,
- one (1) **Year** and up to three (3) **Years** can be requested with binding effect at the earliest one (1) **Year**,

- one (1) **Month** and up to one (1) **Year** can be requested with binding effect at the earliest three (3) **Months**,
- at least one (1) **Storage Day** up to one (1) month can be requested with binding effect at the earliest thirty (30) calendar days

prior to the intended commencement of the **Storage Period**. The above-mentioned deadlines shall apply only if the corresponding **Storage Service** has been offered at the **Storage Location** according to the relevant **Storage Specification**.

## **Article 15 Regulations about Storage Periods**

1. For the **Storage Services Agreements** the following restrictions shall apply regarding the **Storage Periods**:
  - a) **Storage Periods** with a term of at least one (1) **Month** shall generally start on the first **Storage Day** of a **Month** and end on the last **Storage Day** of a **Month**. **astora** shall be entitled, but not obligated, to deviate from Sentence 1.
  - b) **Storage Periods** with a term of at least one (1) **Year** shall generally start on the first **Storage Day** of a **Storage Year** and end on the last **Storage Day** of a **Storage Year**. If the first **Storage Day** of the requested **Storage Period** is not the first **Storage Day** of a **Storage Year**, a booking shall only be permitted if the time difference between the booking and the first **Storage Day** of the requested **Storage Period** is no more than 30 calendar days. Section 1 a) and Section 2 shall remain in effect. The above-mentioned provisions shall apply only if the corresponding **Storage Service** has been offered at the **Storage Location** according to the relevant **Storage Specification**.
2. The **Conclusion of a Storage Services Agreement** shall be accomplished at the latest ten (10) calendar days prior to the commencement of the **Storage Period** to ensure the proper operational processing of the **Storage Services Agreement**. If the requestor is currently a **Storage Customer** in the requested **Storage Location** at the time of its **Binding Storage Services Request**, the **Conclusion of a Storage Services Agreement** shall be accomplished five (5) calendar days prior to the commencement of the **Storage Period** at the latest. The requirement regarding passing the **Communication Test** according to Article 3 of the **Operating Agreement** shall remain unaffected by this.

## **Part 7 Storage Services Agreement**

### **Article 16 Subject Matter of the Storage Services Agreement**

1. **Storage Capacities** can only be contracted in kWh and/or kWh/h.

2. Upon **Conclusion of an Agreement** between **astora** and the **Storage Customer** **astora** shall provide the contracted **Storage Services** by making available the required **Storage Capacities** in the agreed **Storage Location** for the **Storage Customer** during the **Storage Period**.
3. The **Storage Customer** shall be entitled to utilise the **Storage Capacities** made available by **astora**.
4. The **Storage Customer** shall deliver to **astora** the **Quantities of Energy** nominated and/or allocated for injection at the **Point of Injection** in accordance with Article 25, Section 1 hereunder.
5. **astora** shall simultaneously and with an equivalent thermal value offtake the **Quantities of Energy** made available by the **Storage Customer** for injection at the **Point of Injection** in accordance with Section 4 hereunder.
6. **astora** shall make available at equivalent thermal value the **Quantities of Energy** nominated and/or allocated for withdrawal by the **Storage Customer** in accordance with Article 25 Section 1 hereunder at the **Point of Withdrawal**.
7. The **Storage Customer** shall withdraw the **Withdrawal Gas** made available by **astora** for withdrawal at the **Point of Withdrawal** in accordance with Section 6 hereunder.
8. A withdrawal shall require prior injection. The **Storage Customer's Storage Account** shall never be lower than zero (0) or higher than the **Working Gas Volume** agreed upon in the **Storage Services Agreement**.
9. **Nominations** may also be made on behalf of the **Storage Customer** by a mandated third party. This third party shall be able to comply to the operational provisions of the **Storage Services Agreement**. However, the **Storage Customer** shall remain liable for the **Nominations** made on its behalf.
10. During injection and withdrawal of the **Storage Customer's Gas**, commingling with gas of other parties may occur'. Because of commingling, **astora** cannot ensure the **Identity** of the **Gas**. The **Injection Gas** shall remain the (joint) property of the **Storage Customer**.

#### **Article 17 Exceeding Storage Capacities**

1. The **Storage Customer** shall be entitled to utilise its contracted **Storage Capacities** in the form of **Storage Services**. The **Storage Customer** does not have the right to exceed said contracted **Storage Capacities**. **astora** has the right to reject any such excess utilisation (right of rejection).
2. In the case that the **Storage Customer's** allocation of **Storage Capacities** in any **Hour** exceeds the contracted **Storage Capacities**, an **Exceeding of Storage Capacities** has occurred. Said **Exceeding of Storage Capacities** shall not increase the contracted **Storage Capacities**.
3. In the case that the **Storage Customer's** contracted **Storage Capacities** are exceeded and in the case that **astora** doesn't exercise its right of

rejection in accordance with Section Article 61, **astora** will charge a **Fee for Exceeding the Storage Capacities** according to the **Storage Specification**. This penalty will not apply if the **Storage Customer** is not responsible for the excess.

4. Furthermore, **astora** shall be entitled to claim an immediate injection or withdrawal according to the renomination period of the relevant **Storage Specification**, in the case that the **Customer's Storage Level** is less than zero (0) or more than the contracted **Working Gas Volume**. In this case the injection or withdrawal rates can be higher than the contracted injection or withdrawal rates. They will be charged as **Fees for Exceeding the Storage Capacities**.
5. **astora** shall inform the **Storage Customer** about the circumstances causing the payment of a **Fee for Exceeding the Storage Capacities** as soon as reasonably possible.

#### **Article 18 Allocation of Storage Services Agreements to a Gas Type**

1. Upon entering into a **Storage Services Agreement**, the **Storage Customer** shall determine the allocation to **Biogas** or **Natural Gas**.
2. Only **Storage Services Agreements** about the same **Gas Type** will be included in one **Storage Account** and may be nominated together.

#### **Article 19 Rededication of Storage Capacities**

1. The **Storage Customer** shall be entitled to rededicate the **Storage Services Agreement** or parts thereof to the other **Gas Type**.
2. The option of a partial rededication according to Section 1 shall not include the partial rededication of **Bundled Storage Services**.
3. Any rededication shall be permitted only if the **Storage Period** is at least one (1) **Year** and shall be limited to one time per **Storage Year**.

#### **Article 20 Secondary Trading of Storage Capacities**

1. The **Storage Customer** shall be entitled to wholly or partially transfer its **Storage Capacities** to a third party subject to a prior written notice to **astora**.
2. The option of a partial transfer according to Section 1 shall not include the partial transfer of **Bundled Storage Services**.
3. In case of a transfer, a **Storage Customer** shall remain liable to **astora** with regard to its obligations of the **Storage Services Agreement**, in particular obligations to pay the respective **Storage Services Fees** and to provide any security that is required.
4. Notwithstanding the above, any **Contracting Party** may transfer the **Storage Services Agreement** to a third party in accordance with the provisions described in Article 43 hereunder.

## Article 21 Transfer of Gas in the Gas Storage Facility

1. A **Storage User** shall be entitled to transfer **Gas** to other **Storage Users** in the same **Storage Facility**. Transfer of **Gas** hereunder shall be subject to the physical availability of sufficient **Working Gas Volume** on the part of the parties involved in the transaction.
2. **Transfer of Gas** within the **Storage Facility** does not require any **Injection Capacities** and/or **Withdrawal Capacities**.
3. **Transfer of Gas** shall be made exclusively via **astora's Storage Portal** at [www.astora.de](http://www.astora.de). The **Storage User** shall give a unilateral declaration of intent about the transfer or receipt of **Gas** in the **Storage Facility**. **astora** shall carry out the **Transfer** at the requested time provided that the transfer partner submits a respective declaration of intent. In case of a participation of a **Storage User** who is not a **Storage Customer**, the **Storage Customer** shall forward to **astora** the **Storage User's** information on the **Transfer**.
4. **Transfer** shall only be permitted for the same **Gas Type**.
5. In case of a **Transfer of Gas** between a **Storage Customer** and a **Storage User** who is not a **Storage Customer**, the **Storage Customer** shall pay a fee of 0.001 €ct/kWh for the transferred quantity, with a minimum of €500 per **Storage Day** on which **Gas** is transferred.
6. In case of **Transfer of Gas** between two **Storage Customers**, each shall pay a fee of 0.0005 €ct/kWh per transaction for the transferred quantity with a minimum of €250 per **Storage Customer** and per **Storage Day** within which **Gas** is transferred.

## Article 22 Deprivation of Storage Capacities

1. In order to prevent or put an end to abusive hoarding of **Storage Capacities** in a **Storage Location**, **astora** may withdraw from the **Storage Customer** who does not use its **Storage Capacities** under the **Storage Services Agreement** any and all rights relating to, in connection with, or derived from such contracted **Storage Capacities**, and the **Storage Customer** shall lose such rights to the extent that and as long as the wrongfully hoarded **Storage Capacities** are needed, provided that:
  - a) there is a bottleneck of **Storage Capacities** and
  - b) the **Storage Customer** has not used its **Storage Capacities** for at least twelve (12) consecutive **Months**.
2. **astora** shall inform the **Storage Customer** in writing of the occurrence of the above mentioned preconditions. In such notice (**Warning of Deprivation**) **astora** shall state the beginning, the extend and the duration of the threatened **Deprivation of Storage Capacities**. Upon receipt of the **Warning of Deprivation**, the **Storage Customer** shall offer the relevant **Storage Capacities** to a third party within one (1) **Month**.

3. If the **Storage Customer** does not offer the relevant **Storage Capacities** in accordance with the procedure described under Section 2 above, **astora** shall be entitled to issue a **Notice of Deprivation**. Subject to Section 4 and 5, the **Storage Customer** shall lose all of the rights and obligations relating to, or in connection with, the deprived **Storage Capacities** to the extent communicated in the **Notice of Deprivation**.
4. Upon receipt of said **Notice of Deprivation** the **Storage Customer** has the right to oppose the **Deprivation** within ten (10) **Working Days** by means of a founded written response (**Customer's Counter-Notice of Deprivation**). A justification is given in case the **Storage Customer** can reasonably demonstrate the subsequent need of the relevant **Storage Capacities** threatened to be deprived. .
5. If the **Customer's Counter-Notice of Deprivation** has been received in time and has reasonably been founded, then **astora** may decide to accept the notice and to cease applying the **Deprivation** procedure. In case **astora** intends to apply the **Deprivation** procedure, a final decision about the **Deprivation** may be transferred to a mutually nominated third party. The decision of the independent third party shall be binding upon both **Contractual Counter-Parties**.
6. Subject to Section 4 and Section 5, in case of a **Deprivation** of **Storage Capacities** according to Section 3, the **Storage Customer** shall be released from its contractual payment obligations to the extent and as long as it is deprived of the **Storage Capacities**.

#### **Article 23 Customer's Storage Account**

1. **astora** shall keep a **Customer's Storage Account** for each **Storage Customer** at each **Storage Location**. Said **Customer's Storage Account** shall state (in kWh) the hourly **Customer's Storage Level** and its injected and/or withdrawn **Quantities of Energy**.
2. The **Injection Gas** made available by the **Storage Customer** to **astora** at the **Delivery Point** shall be credited to the **Customer's Storage Account**.
3. The **Withdrawal Gas** made available by **astora** to the **Storage Customer** at the **Delivery Point** shall be debited to the **Customer's Storage Account**.
4. No later than the 25<sup>th</sup> day of each **Month** **astora** shall provide the **Storage Customer** with a monthly **Customer's Storage Account** of the previous **Month** showing the **Quantities of Energy** injected and/or withdrawn at each **Storage Location**. The **Storage Customer** may object to such **Customer's Storage Account** within 6 weeks in writing. If no objection is filed, the **Customer's Storage Account** shall be deemed approved.

#### **Article 24 Customer's Storage Level at the End of the Storage Period**

1. The **Storage Level** at the end of the **Storage Period** of the **Storage Services Agreement** shall be zero (0). The **Storage Customer** shall

achieve this by either withdrawing its **Gas** and/or transferring it to one or more other **Storage Customers** according to Article 21 hereunder. In case the **Storage Services Agreement** has been terminated with immediate effect according to Article 39, Section 5 hereunder, **astora** shall grant the **Storage Customer** a mutually acceptable time period to comply with the above withdrawal obligation.

2. In case the **Storage Customer** has not been able to bring its **Customer's Storage Level** to zero (0) by the end of the **Storage Period** due to an event of Force Majeure as described in Article 37 hereunder or because of a reason within **astora's** responsibility according to Article 38 hereunder, it shall have the right to fully withdraw or transfer its **Gas** within a mutually agreed and reasonable time period after the termination of the **Storage Services Agreement**.
3. In case the **Storage Customer** has not withdrawn its **Gas** by the end of the **Storage Period** according to the **Storage Services Agreement** or by the end of the grace period referred to in Section 1, Sentence 2 or Section 2 hereunder the title of the remaining **Gas** shall be transferred to **astora** at 50% of the **Reference Price**.

## Part 8 Processing of the Agreement

### Article 25 Operational Application

1. The **Storage Customer** shall nominate the **Gas** to be delivered by him or her (**Injection Gas**) and the **Gas** to be delivered by **astora** (**Withdrawal Gas**) in accordance with the procedure laid down in the **Operating Agreement**.
2. **astora** shall perform the flow steering at the respective **Delivery Point** in order to offtake or make available, respectively, the quantities of **Natural Gas** nominated by the **Storage Customer** according to Section 1 hereunder.
3. The **Storage Customer's** quantities of **Natural Gas** will result from the relevant **Allocation Procedure** for the relevant **Delivery Point**. Such **Allocation Procedure** has been agreed upon between **astora** and the relevant **Neighbouring Network Operator** and is described in the **Operating Agreement**.
4. Without prejudice to Section 1 and 2 hereunder the **Contractual Counter-Parties** shall inform each other as soon as possible in case of a temporary or longer inability to offtake or make available, respectively, the nominated **Quantities of Energy** at the relevant **Delivery Point**.

## Part 9 Technical Provisions

## Article 26 Technical Requirements

1. For technical reasons minimum injection rates and minimum withdrawal rates are necessary at **astora's Storage Locations**. The **Storage Customer's** right to utilise its **Storage Capacities** shall be subject to the minimum injection rates and minimum withdrawal rates defined in the **Storage Specification**. The above mentioned minimum injection rates or minimum withdrawal rates, respectively, shall not affect the **Storage Customer's** right to book **Storage Capacities** below these minimum rates. In case the **Storage Customer's Nomination** together with the accumulated **Nominations** of all other **Storage Customers** for any hour fall short of the minimum injection rate or minimum withdrawal rate, respectively, **astora** has the right to reject the **Nominations** of all **Storage Customers** for said hour. However, **astora** shall use reasonable endeavours to enable a gas flow in said hour.
2. The **Storage Customer's** right to utilise its **Storage Capacities** shall be subject to the flow reversal times and start-up times described in the relevant **Storage Specification**.
3. Injection or withdrawal, respectively, may not be possible during the whole **Year**. Times for limitations have been indicated in the relevant **Storage Specification**.
4. The **Storage Customer's** right to utilise its **Storage Capacities** shall be subject to the limitations by the **Injection Curve** or **Withdrawal Curve** laid down in the relevant **Storage Specification**.

## Article 27 Maintenance

1. **astora** shall have the right to perform maintenance work (service, inspection and repair) of its gas storage facilities (including extension or modification). If **astora** is unable to fulfil its obligations according to the **Storage Services Agreement** due to the maintenance work mentioned above, **astora** shall be released from such obligations.
2. If possible, the maintenance work shall be performed as follows:
  - a) Maintenance works shall be carried out in the time interval between the injection period (April 1 to October 1) and the withdrawal period (October 1 to April 1) and vice versa
  - b) Drying facilities as well as all technical installations not necessarily required for the injection shall be maintained during the injection period
  - c) All technical installations not necessarily required for the withdrawal shall be maintained during the withdrawal period
3. **astora** shall inform the **Storage Customer** according to Section 1 about any maintenance works reasonably prior to the commencement of these works. If prior notification is not possible because of urgent measures **astora** shall inform the **Storage Customer** as soon as possible. Any information on maintenance works shall be published on **astora's** website.



4. In case maintenance works according to Section 1 hereunder affecting the availability of the **Storage Customer's Storage Capacities** last for an accumulated duration of more than 336 hours in a **Year** the **Storage Customer** shall be entitled to a tariff reduction. In such case the **Storage Customer's** payment obligation shall be suspended to the extend and for as long as the non-availability of the **Storage Customer's Storage Capacities** in a **Year** exceeds a duration of 336 hours. In the case of a **Storage Period** of less than one **Year** this time shall be reduced pro rata temporis. Maintenance measures enacted in connection with Article 16, Paragraphs 2 and 3 of the German Energiewirtschaftsgesetz (Energy Law) shall not be regarded as maintenance works for the purpose of the determination of the tariff reduction.
5. **astora** shall endeavour to coordinate with the **Neighbouring Network Operator** that maintenance works coincide.

#### **Article 28 Delivery Points**

1. The **Storage Customer** shall make available the **Injection Gas** at the point where the **Storage Location** is connected to the **Neighbouring Gas Network**. Title to the **Injection Gas** shall remain with the **Storage Customer**.
2. **astora** shall make available the **Withdrawal Gas** at the point where the **Storage Location** is connected to the **Neighbouring Gas Network**.
3. A specific description of the **Delivery Point** of each **Storage Location** has been laid down in the relevant **Storage Specification**.

#### **Article 29 Measurement at the Delivery Points**

1. The measurement at the **Delivery Points** shall be carried out by **astora** or on its behalf.
2. The measurement shall be carried out according to the guidelines of **astora** and the **Neighbouring Network Operator**.

#### **Article 30 Gross Calorific Value**

1. The conversion of the volumetric units into energy units shall be performed by using the **Gross Calorific Value** (in kWh/m<sup>3</sup>) actually measured by the **Storage Facility** operator.
2. **astora** shall ensure that the **Gross Calorific Value** will be determined with calibrated measurement devices (or a similar officially approved method). The so determined **Gross Calorific Value** shall also be used for invoicing purposes.

#### **Article 31 Gas Quality Specification**

1. The **Gas** quality specifications for each **Storage Location** have been defined in the relevant **Storage Specification**.

2. The **Storage Customer** shall make available **Quality Compliant Gas** at the **Point of Injection**. The **Storage Customer** shall inform **astora** as soon as possible in case the **Gas** at the **Point of Injection** is not **Quality Compliant Gas** (off spec). Such immediate notification by the **Storage Customer** shall also be made in writing and shall contain the cause, the extent and the expected duration of the quality deviation.
3. **astora** has the right at any time to fully or partially reject **Gas** at the **Point of Injection** which is not **Quality Compliant Gas** and demand from the **Storage Customer** to cease injecting non **Quality Compliant Gas** at the **Point of Injection**. Upon receipt of the notification according to Section 2, **astora** shall inform the **Storage Customer** whether and to which extent **astora** will accept non **Quality Compliant Gas**.
4. If and to the extent that **astora** exercises its right to reject non **Quality Compliant Gas** at the **Point of Injection** according to Section 3, **astora** shall be released from its obligation according to Section 5 to the extent necessary.
5. **astora** shall make available **Quality Compliant Gas** at the **Point of Withdrawal** according to Section 1. **astora** shall inform the **Storage Customer** as soon as possible in case the **Gas** at the **Point of Withdrawal** is not **Quality Compliant Gas**. Such immediate notification by **astora** shall also be made in writing and shall contain the cause, the extent and the expected duration of the quality deviation.
6. The **Storage Customer** has the right at any time to fully or partially reject **Gas** at the **Point of Withdrawal** which is not **Quality Compliant Gas**. In case the **Gas** at the **Point of Withdrawal** is not **Quality Compliant Gas** the **Storage Customer** shall inform **astora** according to Section 5 whether and to which extent it is prepared to accept non **Quality Compliant Gas**.
7. The **Storage Customer's** right of rejection according to Section 3 hereunder shall not apply if and to the extent the quality deficiency of the **Gas** at the **Point of Withdrawal** has been caused by the previous **Storage Customer's** delivery of non **Quality Compliant Gas** at the **Point of Injection**.

## Article 32 Gas Pressure

1. The **Storage Customer** shall ensure that the **Injection Gas** at the **Point of Injection** will be delivered with a **Gas Pressure** enabling the **Gas** to be transferred to the **Storage Location**. The natural gas pressure specifications for each **Storage Location** have been defined in the relevant **Storage Specification**.
2. **astora** shall make available to the **Storage Customer Withdrawal Gas** at the **Point of Withdrawal** with a **Gas Pressure** enabling the **Gas** to be transferred to the **Neighbouring Gas Network**. The pressure requirement for each **Storage Location** shall be agreed between **astora** and the **Neighbouring Network Operator**.

## Part 10 General Provisions

### Article 33 Invoicing and Payment

1. **astora** shall in advance render an invoice to the **Storage Customer** showing the **Storage Services Fee** calculated for the actual **Month** according to the **Storage Specification**. The **Storage Customer** shall pay the invoiced amount before the first day of the **Month** to which the invoice refers. If the first day of the **Month** is a weekend day or a public holiday in Germany the first following **Working Day** shall apply.
2. The fees for **Exceeding Storage Capacities**, if any, and/or repayments shall be invoiced to the **Storage Customer** in the **Month** following the **Month** in which the services were provided. The **Storage Customer** shall pay/get the invoiced amount before the 10th day of the **Month** to which the invoice refers but not later than five (5) **Working Days** after receipt of the invoice.
3. The **Storage Customer** shall pay the invoiced amount according to Section 1 and 2 hereunder by bank transfer to the bank account indicated in the invoice. An invoice shall be deemed received by the **Storage Customer** upon receipt by fax. The invoiced amount has to be paid without any reductions, except for obvious mistakes, whether the invoice or parts of it are in dispute.
4. If a payment has not been made on time, **astora**, irrespective of whether any delay has occurred, has the right to charge interest for each day payment is overdue. Said interest shall be calculated in accordance with the 3-month EURIBOR of the European Central Bank as quoted on the due date, plus five (5) percentage points. The payment of interest shall be without prejudice to further claims of **astora** in case of a late payment.
5. The **Storage Customer** has the right to dispute an invoice within three (3) **Weeks** after the receipt. Except in the case of obvious errors (such as arithmetical errors), a dispute does not entitle the **Storage Customer** to reduce the invoiced amount or to refuse payment. In case a **Storage Customer's** dispute has been justified, **astora** shall credit the incorrectly invoiced amount to the **Storage Customer**, including interest determined in accordance with Section 4 hereunder. This repayment shall be offset against the invoiced amount for the next **Month**.
6. The place of performance for payments shall be **astora's** headquarters (Kassel, Germany). Timely payment according to Section 3 shall be deemed made when the corresponding invoice amount has been credited to **astora's** bank account.

### Article 34 Taxes and Fiscal Charges

1. If taxes or other fiscal charges for the fees according to the **Storage Specification** have been introduced, abolished or changed, including taxes or other fiscal charges for services on which these fees are based,

the invoice payment of the **Storage Customer** shall be changed accordingly from the date of effectiveness of the introduced, abolished or changed taxes or other fiscal charges. This shall apply accordingly to the introduction, abolition or change of/to other fees and charges due to or resulting from national or European legislation, administrative acts or other official orders.

2. The fees specified in the relevant **Storage Specification** do not include tax. the **Storage Customer** shall pay the tax in addition to these fees.
3. All fees specified in the **Storage Specification** and this Article, including any surcharges, shall represent the fee in terms of the Turnover Tax Act and do not include value added tax (VAT). In addition to this fee **Storage Customer** shall pay **astora** value added tax at the rate valid at that time.

### **Article 35 Security Deposit**

1. Upon request of **astora**, the **Storage Customer** shall provide an irrevocable, unconditional and directly enforceable guarantee for an adequate amount in order to secure the payments which are due according to the **Storage Services Agreement**. Said guarantee shall contain a waiver of the benefit of discussion and further contain a waiver of the benefit of voidability or a waiver to offset a claim which guarantees payment on first demand (Credit Support). The guarantee shall be issued either by a bank with a long-term rating of at least A3 according to Moody's Investors Service, Inc. or A- according to Standard & Poor's Rating Services, where the lower of the two ratings shall be applicable. Alternatively, the guarantee can be issued by a German bank belonging to the German savings bank sector or the association of co-operative societies. The guarantee may be issued unlimited or limited in time. In the latter case it shall at least be valid until two (2) **Months** after the **Last Utilisation Day** of the **Storage Services Agreements**.
2. If **astora** has not received a requested guarantee by the **First Utilisation Day** of the relevant **Storage Services Agreement**, **astora** has the right to terminate the **Storage Services Agreement** with immediate effect as laid down in Article 39 hereunder.
3. **astora** shall be entitled during the term of a **Storage Services Agreement** to request from **Storage Customer** a reasonable increase of the security deposit amount.
4. Upon termination of the **Storage Services Agreement**, **astora** shall return the guarantee to the **Storage Customer**.
5. Subject to **astora's** examination and prior written agreement, the guarantee according to Section 1 hereunder may be substituted by an equal financial security.

## Article 36 Insurance

1. Upon request of **astora**, the **Storage Customer** shall provide proof of a liability insurance prior to the conclusion of a **Storage Services Agreement** that is commensurate with the risk it assumes under the respective **Storage Services Agreement**. In case the **Storage Customer** ends at any time during the term of the **Storage Services Agreement** for any reason whatsoever, the **Storage Customer** shall inform **astora** thereof immediately in writing. If **Storage Customer** is not able to provide proof, within one month of expiry of the liability insurance, of a new liability insurance, **astora** has the right to terminate the **Storage Services Agreement** according to Article 39, Section 4 hereunder. The **Storage Customer** shall inform **astora** immediately by written notice about any relevant changes to its liability insurance.
2. As a rule, the liability insurance shall be deemed to be sufficient for the purpose of Section 1, sentence 1 hereunder if it covers the **Storage Customer's** risk for the entire term of the relevant **Storage Services Agreement**. The liability insurance shall, however, cover a minimum risk of five million Euro (€5,000,000.00). For the damages to be covered the generally recognised provisions for liability insurance of insurance companies approved by the Federal Financial Supervisory Authority shall apply.

## Article 37 Force Majeure

1. The **Contractual Counter-Parties** shall be released from their obligations under the **Storage Services Agreement** if and as long as they are prevented from carrying out these obligations by an event of Force Majeure (including statutory or administrative measures under public law) or any event beyond their control or the prevention of which, in relation to the expense, cannot be reasonably demanded. Events causing Force Majeure shall include (without being limited to) impaired injection or withdrawal because of strikes, lockouts, statutory or official measures, operational disturbance and unforeseeable repairs. It shall not apply to the impediment of the obligation to pay dues.
2. The **Contractual Counter-Party** affected by Force Majeure shall immediately inform the other **Contractual Counter-Party** thereof. The affected party shall restore its ability to carry out its obligations under the **Storage Services Agreement** as soon as possible, using all available technical and economically reasonable means. The **Storage Customer's** obligation to pay money hereunder shall be suspended only as long as and to the extent **astora** has been prevented to provide the services hereunder due to one of the aforementioned obstacles to performance.
3. If and to the extent third party's facilities are utilised by a **Contractual Counter-Party** to provide the services hereunder, an event of Force Majeure (as defined under Section 1 hereunder) affecting these facilities

shall also mean Force Majeure exempting the **Contractual Counter-Party** from performance under this **Storage Services Agreement**.

### **Article 38 Liability**

1. **astora's** liability for injury to life, body, or health shall be unlimited in case of wilful misconduct or negligence. Said liability shall include injuries caused by **astora's** subcontractors and legal representatives.
2. **astora's** liability for damages caused by wilful misconduct or gross negligence shall be unlimited. Said liability shall include damages caused by **astora's** subcontractors and legal representatives.
3. **astora's** liability for damages caused by simple negligence shall be unlimited in case of a breach of essential contractual obligations (cardinal duties). This liability shall only be applicable for damages predictable at the time of the conclusion of the **Storage Services Agreement** and which are common in the industrial practice. For all other obligations **astora's** liability for damages caused by simple negligence shall be limited to € 2,500,000 per event causing damage.
4. The exclusions and limitations of **astora's** liability according to Section 1 to 3 hereunder shall also be applicable to claims against **astora's** legal representatives, employees and subcontractors.
5. The exclusions and limitations of **astora's** liability according to Section 1 to 3 hereunder shall be without prejudice to any claims arising from the explicit acceptance of guarantees and from absolute liability.

### **Article 39 Interruption of Services and Termination**

1. **astora** has the right to interrupt or to adjust contractual services under the **Storage Services Agreement** according to the Articles 16 and 16a of the German Energiewirtschaftsgesetz (Energy Law).
2. **astora** has the right to interrupt the **Storage Services** at any time without prior notice if necessary and justified, especially in order
  - a) to prevent direct danger to personnel, the facilities or the environment, or
  - b) to prevent detrimental effects to other **Storage Customers** or to prevent disruptions of **astora's**/third parties facilities, or
  - c) to prevent the **Gas** from bypassing or damaging the metering equipment upon injection or withdrawal.
3. **astora** shall suspend the respective **Storage Capacities** only as long as necessary for remedying the causes of the suspension interruptions mentioned in Section 2 hereunder as soon as possible if they have not been caused by the **Storage Customer**. In case any of the interruptions mentioned in Section 2 hereunder have been caused by the **Storage Customer** then the **Storage Customer** shall upon **astora's** written notice immediately remedy the reasons causing said interruption. If, following

**astora's** notification, the **Storage Customer** does not stop the disrupting acts, or if the causes for the interruption of the **Storage Capacities** occur again through **Storage Customer's** fault, **astora** has the right to terminate the relevant **Storage Services Agreement** with immediate effect.

4. Notwithstanding Sections 1 to 3 hereunder, in case of a breach of cardinal provisions of the **Storage Services Agreement**, the **Contractual Counter-Party** has the right to suspend its contractual obligations if the **Contractual Counter-Party** fails to cure the breach within two weeks after the receipt of a written notice. Said right of suspension shall particularly apply with regard to **Storage Customer's** payment obligation, the **Storage Customer's** obligation to provide an appropriate financial guarantee according to Article 35 hereunder or **astora's** obligation to provide the **Storage Services**. In case of a repeated breach of cardinal provisions of the **Storage Services Agreement**, the **Contractual Counter-Party** has the right to terminate the relevant **Storage Services Agreement** with immediate effect.
5. Furthermore, a **Contractual Counter-Party** has the right to terminate the relevant **Storage Services Agreement** with immediate effect in case
  - a) the other **Contractual Counter-Party** has filed an application to institute bankruptcy proceedings against its assets, or
  - b) directives according to Article 21 of the Insolvenzordnung (Bankruptcy Ordinance) have been taken against the other **Contractual Counter-Party**, or
  - c) bankruptcy proceedings against the other **Contractual Counter-Party** have been instituted or the institution has been rejected due to lack of assets.

Article 314 of the Bürgerliches Gesetzbuch (German Civil Code) and the right to claim damages shall remain unaffected by the above.

6. In case of an interruption of the contractual services, the **Contractual Counter-Parties** shall remedy the reasons for said interruption as soon as reasonably possible.
7. Upon expiry of the **Storage Services Agreement**, the **Contractual Counter-Parties** shall no longer be liable to each other for any contractual claims arising thereafter. The confidentiality obligation according to Article 42 hereunder shall remain unaffected by this.

#### **Article 40 Transfer and Processing of Data**

1. **astora** has the right to transfer consumption data, invoicing data as well as contractual data to the **Neighbouring Network Operator**. This transfer shall be limited to data necessary for the proper operational processing of the relevant **Storage Services Agreement**. The **Storage Customer** herewith explicitly agrees to the automatic data processing by **astora** - or on its behalf - according to the provisions of the German Datenschutzgesetz (Data Protection Act).

2. Within the scope of applicable provisions under the Data Protection Act, **astora** shall have the right to save and utilize the data received during registration to the extent that such data are required for the registration and processing of bookings through the **Storage Portal**.

#### **Article 41 Changed Circumstances**

1. In case unforeseeable circumstances arise during the **Contract Term** of the **Storage Services Agreement** having a considerable economic, technical or legal effect on the **Storage Services Agreement** then the affected **Contractual Counter-Party** shall be entitled to request a corresponding contractual adjustment taking account of these changed circumstances. This right to request a change shall apply in case a contractual provision becomes unacceptable for the requesting **Contractual Counter-Party**. Said contractual adjustment shall be limited to changed circumstances not accounted for in the **Storage Services Agreement** including these **General Terms and Conditions for Storage Access** or to changed circumstances not considered at the time of the **Conclusion of the Storage Services Agreement**.
2. The **Contractual Counter-Party** invoking changed circumstances according to Section 1 hereunder shall reasonably justify and prove such circumstances in writing.
3. A contractual change shall be applicable from the point in time when the affected **Contractual Counter-Party** first requested such change in writing.

#### **Article 42 Confidentiality**

1. The **Contractual Counter-Parties** shall keep confidential the content of the **Storage Services Agreement** and all information obtained thereunder (hereinafter referred to as "confidential information"). This confidentiality obligation shall exist without prejudice to the provisions of Section 2 and Article 40 hereunder. A **Contractual Counter-Party** shall not disclose confidential information unless the other **Contractual Counter-Party** has explicitly agreed to the disclosure in writing. The **Contractual Counter-Parties** agree to use the confidential information exclusively for the contractual application of the relevant **Storage Services Agreement**.
2. Each **Contractual Counter-Party** has the right to disclose confidential information without the prior written agreement of the other **Contractual Counter-Party**
  - a) to an affiliated company according to Article 15 of the German Aktiengesetz (Stock Corporation Law) provided said affiliated company is equally obliged not to further disclose the confidential information, or
  - b) to its representatives, consultants, banks and insurance companies, but only to the extent necessary for the proper performance under the **Storage Services Agreement** and only if said persons or entities have



committed themselves to or are themselves bound to professional secrecy by virtue of a legal obligation, or

- c) to the extent the confidential information
- has legitimately already been known to the other **Contractual Counter-Party** at the time it received said confidential information, or
  - has already been publicly known or accessible in manner other than by the receiving **Contractual Counter-Party's** doing or omission to act, or
  - has to be disclosed due to legal provisions, a judicial order or an official order; in which case the disclosing **Contractual Counter-Party** shall immediately inform the other **Contractual Counter-Party** thereof.
3. The confidentiality obligation shall end four (4) **Years** after the relevant **Storage Services Agreement** has expired.
4. Article 9 of the German Energiewirtschaftsgesetz (Energy Act) shall remain unaffected by this Article.

#### **Article 43 Transfer of Rights and Obligations**

1. A **Contractual Counter-Party** has the right to wholly or partially transfer its rights and obligations under this **Storage Services Agreement** to a third party, subject to the prior written agreement of the other **Contractual Counter-Party**.
2. The **Storage Customer** must give its approval to a transfer of rights and obligations under Article 1 of this **Storage Services Agreement** to an affiliated company, according to Article 15 of the German Aktiengesetz (Stock Corporation Law), if **astora** wishes to do so and provided that said company can provide a guarantee for the proper performance of the obligations so assigned.
3. A partial assignment as described under Section 1 hereof does not apply to the partial assignment of a **Bundled Storage Service**.

#### **Article 44 Changes in the General Terms and Conditions for Storage Access**

1. **astora** shall be entitled to change the **General Terms and Conditions for Storage Access** at any time at its sole discretion. Without prejudice to Section 2 hereof, these changes shall then apply to all existing and future **Storage Services Agreements**.
2. The **Storage Customer** has the right to oppose any or all changes to the **General Terms and Conditions for Storage Access**. Said declaration of disagreement shall be provided in writing within thirty (30) **Working Days** after the changed **General Terms and Conditions for Storage Access** have become effective.

3. Notwithstanding Sections 1 and 2 hereunder, **astora** has the right to change the **Operating Agreement** which shall be an Annex to the **General Terms and Conditions for Storage Access** if this is required in order to maintain the operative integrity of the **Storage Locations** and/or required to comply with generally recognised technology rules or definitions, respectively, by national or international authorities. Said changes shall become applicable with three (3) months notice.
4. Notwithstanding the Sections 1 and 2 hereunder, **astora** has the right to change the **General Terms and Conditions for Storage Access** applicable to the **Storage Customer's** present **Storage Services Agreements** with immediate effect if these changes are reasonably necessary. Said necessity may result from laws, legal regulations or legally binding decisions/instructions of national or international courts or authorities, particularly the Bundesnetzagentur (Federal Network Agency) and/or generally recognised technology rules. In such case **astora** shall inform the **Storage Customer** as soon as possible.
5. If changes to the **General Terms and Conditions for Storage Access** result in serious economic disadvantages to the **Storage Customer**, then the **Storage Customer** has the right to terminate its **Storage Services Agreements** as of the end of the month following the date of effectiveness of the changes. Said termination shall be made with a notice period of fifteen (15) working days. Claims for compensation due to changes shall explicitly be excluded.
6. In case of the **Storage Customer's** disagreement with the changes in the **General Terms and Conditions for Storage Access** according to Section 2 hereunder, **astora** has the right to terminate the **Storage Services Agreements** as of the end of the month following the date of effectiveness of the changes. Said termination shall be made with a notice period of fifteen (15) working days.
7. Notwithstanding Sections 1 and 2 hereunder, **astora** has the right to correct obvious spelling mistakes and/or arithmetical errors in the **General Terms and Conditions for Storage Access**.

#### **Article 45 Written Form**

All changes to or termination of the **Storage Services Agreement** shall only be effective if executed in writing. This shall also apply to a waiver of the obligation of the written form.

#### **Article 46 Arbitration and Applicable Law**

1. The **Contractual Counter-Parties** shall use reasonable endeavours to settle any disputes arising from or in connection with the **Storage Services Agreement**. If, despite these endeavours, a bilateral settlement is not possible the dispute shall be decided in accordance with the Schiedsgerichtsordnung der Deutschen Institution für

Schiedsgerichtsbarkeit e.V. (Arbitration Rules of the German Institution of Arbitration) without recourse to the ordinary proceedings.

2. The location of the arbitration proceedings shall be Kassel, Germany.
3. The arbitral tribunal shall consist of three (3) arbitrators one of which shall chair the proceedings.
4. The **Contractual Counter-Parties** explicitly agree to accept the arbitral award including all obligations contained therein. All disputes in connection with the **Storage Services Agreement** shall exclusively and finally be settled by an arbitral tribunal.
5. The **Storage Services Agreement** shall be subject to and construed in accordance with German Law. The United Nations Convention on Contracts and the International Sale of Goods (CISG) of April 11, 1980 shall not be applicable hereunder.

#### **Article 47 Annex**

The **Operating Agreement** shall form an integral part of the **General Terms and Conditions for Storage Access**.

#### **Article 48 Language**

In case of any contradiction between the **General Terms and Conditions for Storage Access** in the German language and the English language the German version shall prevail.