

**November 2018 Terms and Conditions
Subscription Window (“TCSW”)
for Storage Services (“Services Offered”)**

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2 Interpretation

In this Terms and Conditions for the Subscription Window (“TCSW”):

- All references to a clause/section/paragraph, unless specified otherwise, are references to a clause/section/paragraph in this TCSW;
- All capitalized words and expressions used in this TCSW are to be interpreted according to the list of definitions of attachment 3 of the Standard Storage Agreement (“SSA”), unless specifically defined in this TCSW;
- The layout, heading and (sub)sections are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this TCSW;
- The description of rules, conditions and provisions only relates to the Storage Services offered via this TCSW;
- All dates and time are referred to as in Belgium local time.

3 Introduction

3.1 Scope

This TCSW defines the relation between the Storage Operator and the Participant to the Subscription Window and the requirements for participating to the Subscription Window.

The object of this Subscription Window concerns Storage Services starting on 15th April 2018 according to the provisions in the Access Code for Storage (“ACS”).

This Subscription Window will start at the opening date of 28 November 2018 (“Opening Date”) and comes to an end on the closing date of 18 December 2018 at 18:00h (“Closing Date”).

All requests received from Participants are binding (hereafter referred to as “Binding Requests”). Any Binding Requests received by the Storage Operator after the above-mentioned Closing Date shall automatically be excluded from this Subscription Window.

The Storage Operator will allocate the Storage Services through this Subscription Window at the latest on 20 December 2018. As from 21 December 2018, any remaining storage service (SBU or Additional Storage Services) will be available on a First Committed First Served (FCFS) basis (type of products and related duration in accordance with the provisions of the ACS).

3.2 Description of the offered Services

The offered Services via this Subscription Window (the “Offer(s)”) are:

- Standard Bundled Unit for 1 up to 10 whole Storage Years (*expressed in number of SBUs*), as from 15/04/2019
- Additional Storage Services (as the offered combination of Volume / Injection / Withdrawal) for a period of 1 whole storage year (*expressed in GWh for Volume and in m³ (n)/h for Injection / Withdrawal*) as from 15/04/2019.

The Services are described in Attachment C1 of the ACS.

Taking into account the Storage Services which have been previously subscribed, without prejudice to the provisions described in Attachment C2 of the ACS, the

maximum amounts of capacity a Storage User can request for this Subscription Window are:

Offered Standard Bundled Units		
SBU	120.690	<i>number of SBUs</i>

Representing the following capacities:

- Volume (in energy) 3.273 GWh
- Injection Firm 102.940 $m^3(n)/h$
- Injection Conditional 30.883 $m^3(n)/h$
- Withdrawal Firm 205.881 $m^3(n)/h$
- Withdrawal Conditional 51.470 $m^3(n)/h$

The SBUs shall be requested by stating the number of SBUs in the Binding Request by means of the Storage Request Form for Contracting (see SRFC in schedule 1 of this TCSW).

Secondly, according to paragraph 5 of this TCSW, Storage Users can also request Additional Storage Services. The available Additional Storage Services will be reduced with the respective allocated capacities of SBUs.

3.3 Tariff(s)

The applicable tariffs to the Services offered through this Subscription Window are the Regulated Tariffs as published on the Storage Operator's website:

<http://www.fluxys.com/belgium/en/Services/Storage/StorageTariffs/Conditions1>

4 Participating and submitting a Binding Request

For the avoidance of doubt, pursuant to the Code of Conduct, before becoming a Participant a party has to be a Storage User by signing the SSA. By submitting to Storage Operator a duly completed and signed Binding Request, by means of the Service Request Form for Contracting (SRFC) attached in schedule 1 to this Subscription Window, Storage User becomes a Participant.

The Binding Request shall be sent to the Storage Operator either by registered mail with acknowledgement of receipt or (by express courier service that provides proof of delivery to:

*Mrs. Huberte Bettonville
Fluxys Belgium SA
Kunstlaan 31
1040 Brussels, Belgium*

The Binding Request must be received no later than on the Closing Date of this Subscription Window.

Other information or notices can also be sent per e-mail or fax to:

Fax No.: +32 2 282 02 50

E-mail: info.storage@fluxys.com

Any notice pursuant to this article, shall be deemed effective as of the following points in time:

- if sent by registered mail, on the date on which such letter is delivered or a first delivery attempt is made;
- if sent by (express) courier, on the date on which it is delivered;
- if sent by fax, on the date on which transmission is received in legible form (it being understood that a transmission report generated by the sender's facsimile machine shall not constitute conclusive evidence of such receipt);
- if sent by e-mail, on the date that such e-mail is delivered.

4.1 Evaluation of the Binding Request

The Storage Operator shall evaluate if the Binding Request of the Participant is in accordance with the rules as set out in this TCSW. Storage Operator has the right to require an adapted SRFC from the Participant, replacing the previous SRFC in case of missing information.

The Storage Operator shall in no way be liable for any damages of whatsoever nature in the event the Storage Operator does not accept the Binding Request of the Storage User as a result of an incomplete SRFC.

5 Allocation Process

5.1 Allocation Rules

The available Services under this Subscription Window between the Participants shall be allocated in following order:

- First the SBU will allocated pro rata the requested amount with priority to the longest period as described in section 2.2 attachment C2 of the ACS;
- Secondly, based upon the remaining amount after allocation of the SBUs, the combined Additional Storage Services will be allocated, each pro rata the requested amount of the related services, while respecting the ratio between the services of the requested combination. The Storage Operator reserves the right to limit (pro rata) the allocation of the capacities from this Subscription Window to the physical availability of the services resulting from simulation of the aggregated requests (from this Subscription Window) and the already contracted capacities.

Storage Operator will inform the Participants about the allocation results no later than 20 December 2018.

5.2 Performance of the Services offered

The submission of a Binding Request (by means of an SRFC) constitutes a legally binding offer on the part of the Participant which, for the Services allocated to the Storage User pursuant to and in accordance with the TCSW, shall be a legally binding commitment on Participants' part, governed by the main conditions for Storage (SSA and the ACS).

Storage Operator shall only be considered to perform the Storage Services if Storage Operator has executed the necessary Service Confirmation for Contracting (as defined in the SSA).

6 Other provisions

6.1 Representations and Warranties by the Participant

In addition to article 9 of attachment 2 of the Standard Storage Agreement, the Participant warrants and represents:

- It determines independently its participation in the Subscription Window, without any contact with a competitor as to the frequency and the level of its Binding Request. The Participant is aware of the obligations set by article 101 of the Treaty on the functioning of the European Union, article 2 of the Belgian *loi sur la protection de la concurrence économique / Wet tot bescherming van de economische mededinging*;
- It has not already sold, even on a conditional basis, the capacity which is being awarded through the Subscription Window; and
- The Participant will only submit a Binding Request for capacity pursuant to a *bona fide* estimate of Participant's actual needs. The Participant will not engage in hoarding behavior.

6.2 Languages


All communications pertaining to the Subscription Window shall be in the English language only. The convention used for writing numbers in this TCSW is that the point is used to indicate multiples of a thousand and the comma as the decimal point.

6.3 Governing Law and disputes

For the avoidance of doubt, article 20 and 21 of the SSA are applicable.

Schedule 1:

SRFC for offered Storage Services requested by Storage User

	Storage Services Request Form for Contracting (SRFC)
1. Storage User Information	
Storage User :	
Contact Person:	
Phone:	
Fax:	
E-mail:	
2. Request for Storage Services : "Binding Request"	
Standard Bunled Units	
Start Date	15/04/2019
Number of contracted storage years [whole years 1-10y]	max 10y
Maximum request for SBU's [number of SBU's]	[]
Minimum request for SBU's [number of SBU's]	[]
Additional Storage Services	
Start Date	15/04/2019
	14/04/2020
Amount of Workable Storage (Firm + Conditional) [GWh]	[]
Injection Firm [m ³ (n)/h]	[]
Injection Conditional [m ³ (n)/h]	[]
Withdrawal Firm [m ³ (n)/h]	[]
Withdrawal Conditional [m ³ (n)/h]	[]
Day-Ahead Non-nominted Service	1 year
Membership Fee (1 year) YES/NO	[]
Please note that the information with regard to the tariff in this document is indicative and based on the currently applicable Regulated Tariff. A complete overview of the tariffs is available on www.fluxys.com/belgium .	
3.Storage User hereby	
Signing Date :	Signing Date:
Name :	Name :
Position :	Position:
Signature :	Signature :
By signing this SRFC, Storage User acknowledges and accepts all the provisions of	
	registered mail to Mrs. Huberte Bettonville Kunstlaan 31, 1040 Brussels BELGIUM Fax: +32 (0) 2 282 02 50 E-mail: info.transport@fluxys.com