
Annex 2

Supplementary Entry/Exit Contract Terms & Conditions of Fluxys TENP GmbH

(„STC“)

This is a legally non-binding English convenience translation of the German document:
„Ergänzende Geschäftsbedingungen für den Ein- und Ausspeisevertrag (entry-exit-System) der Fluxys TENP GmbH (gültig ab dem 01. Oktober 2022)“.
Please note that the legally binding document is the document „Ergänzende Geschäftsbedingungen für den Ein- und Ausspeisevertrag (entry-exit-System) der Fluxys TENP GmbH (gültig ab dem 01. Oktober 2022)“.

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Section 1 Scope

This Annex 2 sets out additional rules and requirements for contracts of Fluxys TENP GmbH ("**Fluxys TENP**") and is an integral part of the General Terms & Conditions for Entry/Exit contracts of Fluxys TENP ("**GTC**").

Section 2 Capacity products

Fluxys TENP is marketing in the market area Trading Hub Europe ("**THE**") on the basis of a statistical capacity model the following capacity products in accordance with Section 9 GTC:

- a. Entry/Exit Firm Freely Allocable Capacity ("**FZK**").
- b. Conditionally Firm Freely Allocable Entry Capacity ("**bFZK**").

Conditional Firm Freely Allocable Capacity is basically firm capacity which is freely allocable over the entire market area THE with access to the Virtual Trading Point of the market area THE ("**VTP THE**"), but is subject to usage restrictions under specific temperature conditions in the network. In accordance with Section 9 c) GTC, the bFZK marketed by Fluxys TENP is defined as **bFZK_{temp}**.

According to Section 9 para. 4 Sentence 1 GTC, the firm and interruptible parts of the bFZK_{temp} are assigned to the following temperature conditions:

- (i) bFZK_{temp} is firm freely allocable in the entire market area THE when the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeneij (DTN Weather Services) is below zero (0) degrees centigrade.
- (ii) In case the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeneij (DTN Weather Services) is between zero (0) and eight (8) degrees centigrade, 46.67 per cent of the bFZK_{temp} is considered as FZK. The remaining 53.33 per cent of the bFZK_{temp} can be interrupted in this case.
- (iii) In case the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeneij (DTN Weather Services) is above eight (8) degrees centigrade, the entire bFZK_{temp} can be interrupted.

Fluxys TENP publishes daily the firm and/or interruptible parts of the bFZK_{temp} as well

as the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredene (DTN Weather Services) in accordance with Section 9 para. 4 Sentence 2 and 3 GTC on the Electronic Data Platform of Fluxys TENP.

c. Dynamically allocable capacity („**DZK**“):

For the usage of the DZK, the provisions of Section 5 para. 4 GTC shall apply additionally.

In accordance with Section 9 para. 3 Sentence 1 GTC, the capacity allocation restrictions of the predetermined entry or exit points, which enable a usage of the DZK on a firm basis, are published in Annex 4 SGTC.

d. Interruptible Entry/Exit capacity (“**uFZK**”).

Section 3 Bundled booking points

An overview of the booking points at which bundled capacities are offered by Fluxys TENP is published on the Electronic Data Platform of Fluxys TENP. All booking points which are not marked as bundled booking points in this overview are currently offered as not bundled, in accordance with Section 8 para. 1 Sentence 2 GTC.

Section 4 Bundled nominations

An overview of the booking points at which Fluxys TENP is acting as active or passive transmission system operator for bundled nominations is published on the Electronic Data Platform of Fluxys TENP.

At booking points where Fluxys TENP is not the active transmission system operator, Fluxys TENP is the passive transmission system operator.

Section 5 Capacity tariffs

All capacity tariffs which Fluxys TENP publishes in accordance with Section 25 para. 1 Sentence 2 GTC on its website in the tariff sheet are net amounts. Dues and taxes, e.g. the value added tax, shall be paid by the shipper in addition.

Section 6 Invoicing and payment

1. IP invoicing

Fluxys TENP shall invoice the shipper on a monthly basis the fees for the capacity booked at the IPs, at the latest by the tenth (10th) Working Day of each month for the current month. The invoice amounts including value added tax shall be remitted without discount to the specified account of Fluxys TENP not later than the first (1st) Working Day of the following month.

2. VIP invoicing

Fluxys TENP shall invoice the shipper on a monthly basis the fees for the capacity booked at the VIP Germany-CH, by the third (3rd) Working Day of each month. In this respect, the following billing periods will be invoiced:

- Yearly, Quarterly and Monthly bookings for the current month
- Day-Ahead and Within-Day bookings for the previous month.

The invoice amounts including value added tax shall be remitted without discount to the specified account of Fluxys TENP not later than the tenth (10th) Working Day from the invoice date.

3. The invoices are issued by means of electronic invoicing. Fluxys TENP will make the original invoices available for download for each shipper after login on the Electronic Data Platform of Fluxys TENP.
4. Payments are considered to be made in time, if the amounts concerned are credited to the account indicated by Fluxys TENP within the deadlines indicated.
5. Unless there are manifest errors, objections to the invoices shall not entitle the shipper to delay, reduce or withhold payment. Such objections, if justified, shall confer a claim to refund only.
6. In the event that the shipper does not remit invoiced and due amounts, after a reminder with a reasonable grace period, Fluxys TENP shall be entitled to stop the transports. The shipper will remain obligated to pay the fee until the end of the term of the contract, however for three (3) months as a maximum.

Section 7 Provisions regarding virtual interconnection points

Fluxys TENP may transfer all rights and obligations of entry and exit capacity contracts, which are concluded at a virtual interconnection point (“VIP”) in accordance with Art. 19 (9) of Regulation (EU) 459/2017, to another company, if such company takes over the responsibility to market capacity at the respective VIP or at a newly set up VIP, to which the capacity of the previous VIP is added to. Fluxys TENP will inform the shipper timely in advance of the transfer.

Section 8 Place of jurisdiction and language

1. As clarification to Section 44 para. 2 GTC, the place of jurisdiction for disputes arising from this contract shall be Düsseldorf.
2. For these GTC the German wording shall be decisive. In case of any inconsistencies between the German version and the English translation, the German version shall therefore prevail.

Section 9 Contact person

The contact person at Fluxys TENP for questions regarding the GTC is Alexandra Moussa. Her contact details are:

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