

Annex 2

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



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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 GmbH ("**GTC**").

Section 2 Registration and approval as shipper on the Capacity Platform PRISMA (primary and/or secondary)

1. Pursuant to Section 1 para. 1 GTC, the shipper is obligated to apply for registration on the Capacity Platform PRISMA (primary and/or secondary) and to be approved by Fluxys TENP.
2. In the course of the approval procedure the shipper is obligated to provide Fluxys TENP with all required documents. The shipper will receive a list of these documents after the registration on the Capacity Platform PRISMA.

Section 3 Capacity products

1. As operator of a part of the Trans Europa Naturgas Pipeline ("**TENP System**") which is owned by TENP GmbH & Co. KG, Fluxys TENP determines and markets, according to Section 15 EnWG and Sections 8 and 9 GasNZV, entry and exit capacities at Entry and Exit points of the TENP System. Entry and exit contracts concluded between shippers and Fluxys TENP entitle to transmission services in the market area NetConnect Germany ("**NCG Market Area**").
2. On the basis of a statistical capacity model, developed within the context of the NCG Market Area cooperation, Fluxys TENP markets the following capacity products at points bookable with Fluxys TENP:
 - a. Entry/Exit Firm Freely Allocable Capacity in the NCG Market Area ("**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 NCG Market Area with access to the Virtual Trading Point of the NCG Market Area ("**VTP**"), but is subject to usage restrictions under specific temperature and flow conditions in the network.

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- (i) bFZK is firm freely allocable in the entire NCG Market Area when the forecast of the previous day for the average daily temperature at the meteorological station at Essen (Wetterdienst Essen) is below zero (0) degrees centigrade.

 - (ii) In case the forecast of the previous day for the average daily temperature at the meteorological station at Essen (Wetterdienst Essen) is between zero (0) and eight (8) degrees centigrade, 46.67 per cent of the bFZK is considered as FZK. The remaining 53.33 per cent are subject to reduction or interruption in case the physical gas flows from the stations Rimpar and Gernsheim in northern direction into the system of Open Grid Europe GmbH (“OGE”) exceed a certain limit, which will be defined by OGE on the basis of the current nominations within the entire NCG Market Area.

 - (iii) In case the forecast of the previous day for the average daily temperature at the meteorological station at Essen (Wetterdienst Essen) is above eight (8) degrees centigrade, the bFZK is subject to reduction or interruption in case the physical gas flows from the stations Rimpar and Gernsheim in northern direction into the system of OGE exceed a certain limit, which will be defined by OGE on the basis of the current nominations within the entire NCG Market Area.

Irrespective of the above, bFZK shall not be subject to reductions or interruptions for reasons mentioned under lit. (ii) and (iii) to the extent that it is associated to a Balancing Group Contract for which the shipper and the Balancing Group Manager provide Fluxys TENP with a declaration. The form of this declaration can be obtained from Fluxys TENP upon written request.

c. Entry/Exit Restricted Firm Capacity (“**BZK**”).

For the utilization of the BZK the rights and obligations according to Section 9 para. 1 e) GTC and the requirements of Section 5 of the “Appendix Balancing Group Conditions: Supplementary Terms & Conditions of NetConnect Germany GmbH & Co. KG (NCG) for Balancing Group Managers” as well as the allocation restrictions according to Annex 4 shall apply.

By inclusion and utilization of other Entry capacities than BZK in a balancing group without access to the VTP, Fluxys TENP will send a separate communication to the NCG market area manager, containing the nominated amount of those capacities.

If the Entry or Exit BZK is included into a Balancing Group with access to the

VTP, the rights and obligations of an interruptible capacity shall apply for the part of BZK included. Payment obligations of the relevant existing contract remain untouched.

Section 4 Object of the entry contract

Section 3 para. 2 GTC shall be supplemented by the following Sentence 2:

The entitlement of the shipper to use the network from the Entry point to the VTP of the NCG Market Area may be subject to special allocation constraints or usage restrictions, which are related to the booked capacity product.

Section 5 Object of the exit contract

Section 4 para. 2 GTC shall be supplemented by the following Sentence 2:

The entitlement of the shipper to use the network from the VTP to the Exit point of the NCG Market Area may be subject to special allocation constraints or usage restrictions, which are related to the booked capacity product.

Section 6 Bundled booking points

An overview of the booking points at which bundled capacities are offered by Fluxys TENP is published under the following link:

<https://gasdata.de.fluxys.com/transmission/entry-exit-capacities/technical-available-capacities/>.

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 7 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 under the following link:

<https://gasdata.de.fluxys.com/transmission/entry-exit-capacities/technical-available-capacities/>.

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

Section 8 “Limited” Firm Entry Capacity

Fluxys TENP offers “Limited” Firm Entry capacity at the Entry points Eynatten and Bocholtz.

1. “Limited” Firm Entry Capacity at the Entry point Eynatten is a Firm Entry Capacity which can be used as follows:

- As an alternative to already booked Firm Entry Capacity at the Entry point Bocholtz in order to transport gas from the Entry point Eynatten to any Exit point or to the VTP. The rights of the corresponding entry contract at the Entry point Bocholtz shall apply respectively.

The sum of the nominations of the already booked Firm Entry Capacity and the alternative “Limited” Firm Entry Capacity shall not exceed the already booked Firm Entry Capacity.

2. “Limited” Firm Entry Capacity at the Entry point Bocholtz is a Firm Entry Capacity which can be used as follows:

- As an alternative to already booked Firm Entry Capacity at the Entry point Eynatten in order to transport gas from the Entry point Bocholtz to any Exit point or to the VTP. The rights of the corresponding entry contract at the Entry point Eynatten shall apply respectively.

The sum of the nominations of the already booked Firm Entry Capacity and the alternative “Limited” Firm Entry Capacity shall not exceed the already booked Firm Entry Capacity.

3. To book “Limited” Firm Entry Capacity, the shipper shall send a binding capacity request to Fluxys TENP with a lead time of at least five (5) Working Days. Fluxys TENP will inform the shipper within two (2) Working Days from the receipt of the binding capacity request whether and to what extent it can be accepted.

Section 9 Reverse flow capacity

1. At booking points that are not bi-directional, Fluxys TENP offers the possibility to book on a daily basis firm reverse flow capacity, as a result of the application of the UIOLI-procedure according to Section 12 GTC. In case that no firm reverse flow capacity is offered through the application of the UIOLI-procedure, the offered capacity is only a virtual gas flow and is therefore only made available if and as long as there is an equally sufficient physical forward gas flow. In this case, the reverse flow capacity can only be booked on an interruptible basis.
2. Reverse flow entry capacity is offered at bookable Exit points of Fluxys TENP and respectively, reverse flow exit capacity is offered at bookable Entry points of Fluxys TENP.

Section 10 Capacity relocation

1. A shipper who has already booked BZK at Fluxys TENP may request a free of charge relocation of the capacity booked at a point to another point bookable with Fluxys TENP (“**alternative Entry or Exit point**”). It is possible to relocate the capacity booked at an Entry point to another Entry point bookable with Fluxys TENP, respectively the capacity booked at an Exit point to another Exit point bookable with Fluxys TENP.

For this purpose the shipper shall send a written request to Fluxys TENP with a lead time of at least five (5) Working Days with the following content:

- Contract Number of the contract to be relocated,
 - The alternative Entry or Exit point,
 - Hourly quantity to be relocated in kWh/h, which shall not exceed the booked quantity in the contract to be relocated,
 - The relevant capacity relocation period.
2. Fluxys TENP will answer within two (2) Working Days from the receipt of the shipper’s written request and accept this request, provided that:
 - the transmission of gas quantities pursuant to this request does not negatively affect the transmission obligations of Fluxys TENP towards other shippers; and
 - there are no technical constraints.

3. The capacity relocation shall only be granted until the end of the relevant current Gas Business Year.
4. For the utilization of the capacities at the alternative Entry or Exit point, the rights and obligations of interruptible capacities shall apply.
5. In the event of a capacity relocation, the shipper shall pay the higher of the two capacity tariffs between the already booked Entry or Exit point and the alternative Entry or Exit Point.

Section 11 Reductions/Interruptions

In case a reduction respectively interruption of the capacity, which may inter alia be caused outside the TENP System, becomes necessary, the booked entry and/or exit capacities shall be reduced or interrupted according to the following rule:

- a. In a first step, capacities that have been relocated to an alternative Entry or Exit point shall be interrupted in the sequence in which the respective relocation requests have been received, starting with the last request received.
- b. In a second step, if necessary, interruptible entry and/or exit capacities shall be interrupted in the following chronological order:

(→)(i) the parts of included firm entry and/or exit capacities, which as a consequence of a renomination restriction are available for the shipper only as interruptible capacities in accordance with Section 12 para. 5 GTC;

(→)(ii) all other booked interruptible entry and/or exit capacities in accordance with Section 29 para. 4 GTC as well as the parts of BZK which were included into a balancing group with access to the VTP.

- c. In a third step, if necessary, all booked firm entry and/or exit capacities shall be reduced on a pro rata basis.

Section 12 Capacity Tariffs and Service Charges

1. Capacity tariffs and charges for services offered by Fluxys TENP are set forth in the pricelist published on the website of Fluxys TENP (www.fluxys.com/tenp/en/).
2. The tariffs and charges are net amounts. Dues and taxes, e.g. the value added tax, shall be paid by the shipper in addition.

Section 13 Invoicing and Payment

1. Fluxys TENP shall invoice the shipper on a monthly basis the fees for the capacity, 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. 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.
3. 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.
4. 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 14 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 15 Contact person

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

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