

## **Annex 2**

# **Supplementary Entry/Exit Contract Terms & Conditions of Fluxys Deutschland 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 Deutschland GmbH (gültig ab dem 01. Oktober 2021)“.  
Please note that the legally binding document is the document „Ergänzende Geschäftsbedingungen für den Ein- und Ausspeisevertrag (entry-exit-System) der Fluxys Deutschland GmbH (gültig ab dem 01. Oktober 2021)“, in its German clean version.

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## Section 1 Scope

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

## Section 2 Capacity products

Fluxys D is marketing in the market area Trading Hub Europe („**THE**") dynamically allocable capacity ("**DZK**" to "**DZK5**") according to Section 9 GTC. 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 DZK to DZK5 on a firm basis, are published in Annex 4 SGTC. For the usage of DZK to DZK5, the provisions of Section 5 para. 4 GTC shall apply additionally.

Fluxys D is marketing in the market area THE also interruptible Entry/Exit capacity ("**uFZK**") in accordance with Section 9 para. 2 GTC.

## Section 3 Bundled booking points

An overview of the booking points at which bundled capacities are offered by Fluxys D is published on the Electronic Data Platform of Fluxys D. 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 D is acting as active or passive transmission system operator for bundled nominations is published on the Electronic Data Platform of Fluxys D. At booking points where Fluxys D is not the active transmission system operator, Fluxys D is the passive transmission system operator.

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## **Section 5 Capacity tariffs**

All capacity tariffs which Fluxys D 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. Fluxys D 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 D not later than thirty (30) days from the invoice date.
2. Payments are considered to be made in time, if the amounts concerned are credited to the account indicated by Fluxys D 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 D 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 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.

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## **Section 8    Contact person**

The contact person at Fluxys D for questions regarding the GTC is Alexandra Moussa.

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