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## 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.

We have created this legally non-binding compare version of the „Supplementary Entry/Exit Contract Terms & Conditions of Fluxys Deutschland GmbH (valid as of 1 October 2021)“ as a service to our customers.

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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 GmbH ("**GTC**").

### ~~Section 2 Registration and approval as shipper at the capacity booking platform PRISMA (primary and/or secondary)~~

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

**Commented [MA1]:** Deleted, as already mentioned in Section 1 para. 1 GTC.

## Section ~~2~~3 Capacity products

~~Fluxys D is marketing in the market area Trading Hub Europe („THE“) Dynamically allocable capacity (“DZK” to “DZK5”) according to Section 9 Paragraph 1 f) 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. is firm capacity which enables network access on a firm basis from the booked Entry point to the agreed Exit points in the downstream gas transportation system pursuant to Annex 4.~~

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

### ~~Section 4 Object of the entry contract~~

~~Section 3 Paragraph 2 GTC shall be supplemented by the following Sentence 2:~~

**Commented [MA2]:** Deleted, as already mentioned in Section 5 para. 3 GTC.

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

**Commented [MA3]:** Deleted, as already mentioned in Section 5 para. 3 GTC.

### **Section 36 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, 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 ~~Paragraph para.~~ 1 Sentence 2 GTC.

### **Section 47 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, under the following link:~~

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

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

### **Section 8** ~~Reductions/Interruptions~~

~~In case a reduction respectively interruption of the capacity becomes necessary, the booked entry and/or exit capacities shall be reduced or interrupted according to the following rule:~~

~~a. In a first 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 Paragraph 5 GTC;~~
- ~~(ii) all other booked interruptible entry and/or exit capacities in accordance with Section 29 Paragraph 4 GTC;~~
- ~~(iii) the parts of dynamically allocable entry and/or exit capacities which are usable only on an interruptible basis according to Section 3 Sentence 3.~~

~~b. In a second step, if necessary, all booked firm entry and/or exit capacities shall be reduced on a pro rata basis.~~

### **Section 59** ~~Capacity Tariffs and Service Charges~~

~~1. Capacity tariffs and charges for services offered by Fluxys D are set forth in the pricelist published on the website of Fluxys D ([www.fluxys.com/nol/en](http://www.fluxys.com/nol/en)).~~

~~2. All capacity tariffs which Fluxys D publishes in accordance with Section 25 para. 1 Sentence 2 GTC on its website in the tariff sheet ~~The tariffs and charges~~ are~~

**Commented [MA4]:** Deleted, as already mentioned in GTC.

**Commented [MA5]:** Deleted, as already mentioned in Section 25 para. 1 Sentence 2 GTC.



net amounts. Dues and taxes, e.g. the value added tax, shall be paid by the shipper in addition.

### Section ~~6~~10 Invoicing and ~~P~~ayment

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~~11 Place of jurisdiction and language

1. As clarification to Section 44 ~~Paragraph~~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.

Valid as ~~offrom~~ 1 October 2021<sup>0</sup>



## Section **8.12** Contact person

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