

Annex 2

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



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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 para. 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.

Section 3 Capacity products

The dynamically allocable entry capacity shall enable network access on a firm basis from the booked Entry point to one or more agreed Exit points in the downstream gas transportation system pursuant to Annex 4. The energy quantity in kWh of the gas injected and withdrawn in accordance with Sentence 1 must be the same in each hour. Where the shipper withdraws quantities at Exit points other than those defined or at variance with the provision in Sentence 2 (hereinafter referred to as "**Variance**"), the dynamically allocable entry capacity in the amount of the Variance shall be usable on an interruptible basis.

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 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 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 GASPOOL 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 D 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 D 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 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 para. 5 GTC;

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- (ii) all other booked interruptible entry and/or exit capacities in accordance with Section 29 para. 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 9 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/nel/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 10 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 11 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 12 Contact person

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

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