



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 2021)“.
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 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 TENP 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 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 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 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 during the registration on the capacity booking platform PRISMA.~~

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

Section ~~23~~ 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:~~

- ~~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 NotConnect 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 according to~~

Commented [MA2]: Deleted, as already regulated in EnWG and GasNZV.



~~Section 9 Paragraph 1 a) and b) GTC ("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 THENCG Market Area with access to the Virtual Trading Point of the market area THENCG Market Area ("VTP THE"), but is subject to usage restrictions under specific temperature ~~and flow~~ 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 THENCG Market Area when the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeneu (DTN Weather Services) 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 Essen-Bredeneu (DTN Weather Services) at Essen (Wetterdienst Essen) 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, are subject to reduction or interruption in case the physical gas flows from the stations Rimpf 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 Essen-Bredeneu (DTN Weather Services) at Essen (Wetterdienst Essen) is above eight (8) degrees centigrade, the entire bFZK_{temp} can be interrupted. is subject to reduction or interruption in case the physical gas flows from the stations Rimpf 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.~~

Commented [MA3]: Changes in lit. b. due to Federal Network Agency determination BK7-18-052 („KASPAR“) dated 10 October 2019.



~~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-Bredeneij (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.~~

~~1. Dynamically allocable capacity („DZK“) according to Section 9 Paragraph 1 f) GTC is firm capacity, whose free allocation is subject to certain limitations as per Section 9 Paragraph 3 and Section 29b GTC.~~

~~2. In accordance with Section 9 Paragraph para. 3 Sentence 1 GTC, the capacity allocation restrictions of the predetermined entry and/or exit points, which enable a usage of the DZK on a firm basis have to be used in a balanced manner to secure the firm character of DZK capacity in case that the allocation limitation is announced, are published in Annex 4 SGTC. These entry and exit point will be determined by Fluxys TENP and if necessary consulted with the other involved ISOs.~~

~~3. If a congestion occurs, the allocation limitation will be notified by Fluxys TENP, taking into account the respective lead times. For DZK on entry and exit points which have to be nominated the allocation limitation will be notified to the shipper or respectively in the case of Section 13 Paragraph 2 and Section 12 Paragraph 1 GTC to the named balancing group manager, with a lead time of at least 3 hours, unless this is not possible for operational reasons. For DZK on exit points which do not have to be nominated, the rules set forth in Section 29b Sentence 2 GTC applies.~~

~~4. For the case that the limitations requested by the notified allocation limitations are not respected, Fluxys TENP reserves the right to interrupt the entry and exit flow to such an extent that there would be no hourly differences between the entry and exit flow.~~

Commented [MA4]: Partial deletions in lit. c, as provisions are already listed identically in GTC.



- d. Interruptible Entry/Exit capacity ~~within the meaning of Section 9 Paragraph 2 GTC ("UFZK")~~.

Section 4 — Object of the entry contract

~~Section 3 Paragraph 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.~~

Commented [MA5]: Deleted, as already mentioned in Section 5 para. 3 GTC.

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 NCG Market Area may be dependant on the booked capacity product subject to special allocation constraints or usage restrictions, which are related to the booked capacity product.~~

Commented [MA6]: 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 TENP is published ~~on the Electronic Data Platform of Fluxys TENP, 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 TENP is acting as active or passive transmission system operator for bundled nominations is published on the Electronic Data Platform of Fluxys TENP, 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 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:~~

- ~~1. In a first step, interruptible entry and/or exit capacities shall be interrupted in the following chronological order:
 - ~~a. 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;~~
 - ~~b. in chronological order of the bookings: all other booked interruptible entry and/or exit capacities in accordance with Section 29 Paragraph 4 GTC;~~
 - ~~c. the interruptible parts of DZK on a pro rata basis.~~~~

Commented [MA7]: Deleted, as already mentioned in GTC.



~~2. — 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 ~~T~~ariffs

~~1. — Capacity tariffs of Fluxys TENP are set forth in the pricelist published on the website of Fluxys TENP (www.fluxys.com/tenp/en/).~~

Commented [MA8]: Deleted, as already mentioned in Section 25 para. 1 Sentence 2 GTC.

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

Section ~~610~~ Invoicing and ~~P~~ayment

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 in its on the Electronic Data Platform of Fluxys TENP (EDP) after log in under the following link: <https://gasdata.de.fluxys.com/transmission/>.
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.

Field Code Changed

Section ~~711~~ 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 ~~812~~ 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 2021¹⁰



Section **913** Contact person

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

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