

**Annex 3**  
**Supplementary Entry/Exit Contract Terms & Conditions**  
**of Fluxys TENP GmbH**

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## **Article 1 Scope**

This Annex 1 sets out additional rules and requirements for contracts under which Fluxys TENP GmbH ("**Fluxys TENP**") performs its services and it is to be considered as integral part of the General Terms & Conditions of Fluxys TENP GmbH ("**GTCs**").

## **Article 2 Registration and approval as Shipper at the Capacity Platform PRISMA (primary and/or secondary)**

1. Pursuant to Article 1 para. 1 of the GTCs, the Shipper is obligated to apply for registration at the Capacity Platform PRISMA (primary and/or secondary) and to obtain the approval by Fluxys TENP.
2. In the course of the approval procedure the Shipper is obligated to return to Fluxys TENP a completed and signed form available on the platform PRISMA with respect to the verification of credentials of the Shipper.

## **Article 3 Definitions**

In addition to the definitions contained in the GTCs, the following definitions shall apply:

### **Conditional Firm Freely Allocable Capacity – (“bFZK”)**

Conditional Firm Freely Allocable Capacity is basically firm capacity freely allocable over the entire market area NetConnect Germany ("**NCG Market Area**") with access to the Virtual Trading Point ("**VTP**") of the NCG Market Area but is subject to usage restrictions under specific network conditions.

### **Confirmed Relocated Entry and/or Exit Point**

Confirmed Relocated Entry and/or Exit Point means an Entry and/or Exit Point whose temporary use as alternative Entry and/or Exit Point to the booked Entry and/or Exit Point has been requested by a Shipper and confirmed by Fluxys TENP as set forth in Article 10.

### **Limited Firm Entry Capacity**

Limited Firm Entry Capacity at the Entry Points Eynatten and Bocholtz is a capacity product that can be used as described in Article 8.

#### Article 4 Capacity products

1. As an operator of a part of the TENP pipeline system which is owned by TENP GmbH & Co. KG ("**TENP System**") and according to Article 15 of the EnWG and Articles 8 and 9 of the GasNZV, Fluxys TENP determines and markets entry and exit capacities on Entry and Exit Points at the TENP System. Entry and Exit Contracts concluded between Shippers and Fluxys TENP provide for transmission services in the 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 Entry and Exit capacity products at points operated by Fluxys TENP:
  - a. Entry/Exit Firm Freely Allocable Capacity in the NCG Market Area (**FZK**).
  
  - b. Conditionally Firm Freely Allocable Entry Capacity (**bFZK**). As long as there are no constraints, bFZK is firm freely allocable in the entire NCG Market Area.
    - i. 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, bFZK is considered as FZK.
  
    - ii. When 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 Rimpfing and Gernsheim into the northern direction into the system of Open Grid Europe GmbH exceed a certain limit, which will be defined by Open Grid Europe GmbH on the basis of the current nominations within the entire NCG Market Area.
  
    - iii. When 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 into the northern direction into the system of Open Grid Europe GmbH exceed a certain limit, which will be defined by Open Grid Europe GmbH on the basis of the current nominations within the entire NCG Market Area.

Irrespective of the above, bFZK shall not be subject to reduction or interruption for reasons under i, ii and iii above 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 a specific request in writing.

- c. Entry/Exit Restricted Firm Capacity (**BZK**). When used as BZK, Entry and Exit capacities shall be included into special balancing group(s) which cannot include the VTP of the NCG Market Area. As soon as the BZK have been included into a Balancing Group with access to the VTP of the NCG Market Area, the same rights as for interruptible FZK shall apply. The payment obligations of the relevant existing contract remain untouched.

## **Article 5 Object of the entry contract**

Article 3 para. 2 of the GTCs 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.

## **Article 6 Object of the exit contract**

Article 4 para. 2 of the GTCs 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.

## **Article 7 Rest-of-the-day or within-day capacity**

Rest-of-the-day or within-day capacity or rather the incorporation of such capacity in accordance with Article 6 para. 7 of the GTCs are currently not offered by Fluxys TENP.

## **Article 8 Bundled booking points**

An overview of the bundled booking points offered by Fluxys TENP is published at the following link: <https://gasdata.de.fluxys.com/Transmission/Entry%20and%20exit%20capacities/Technical%20available%20capacities.aspx>. All booking points that are not marked as bundled booking points in this overview are so far, in deviation to Article 8 of the GTCs, not offered as bundled. In accordance with Article 1 para. 5 Sentence 3 of the GTCs this deviation shall apply as long as the adjacent foreign network operator does not agree with a bundling of the capacities at the respective booking points.

## **Article 9 Assignment of capacity**

The assignment of capacity to a third party pursuant to Article 19 para. 1 and 3 of the GTCs is carried out via the secondary capacity platform PRISMA secondary.

The details of the assignment of capacity to a third party pursuant to Article 19 para. 1 and 3 of the GTCs have to be communicated to Fluxys TENP immediately after the completion of the assignment.

## **Article 10 Limited Firm Entry Capacity**

1. Limited Firm Entry Capacity at the Entry Point Eynatten is a Firm Entry Capacity that can be used as an alternative to already booked Firm Entry Capacity at the Entry Point Bocholtz to have gas transported from the Entry Point Eynatten to any Exit Point or to the VTP of the NCG Market Area. The rights of the corresponding Entry Contract at the Entry Point Bocholtz shall apply respectively.
2. Limited Firm Entry Capacity at the Entry Point Bocholtz is a Firm Entry Capacity that can be used as follows:

- in combination with Booked Firm Exit Capacity at the Exit Point Eynatten to have gas transported on firm basis from the Entry Point Bocholtz to the Exit Point Eynatten;
  - as an alternative to already Booked Firm Entry Capacity at the Entry Point Eynatten to have gas transported from the Entry Point Bocholtz to any Exit Point or to the VTP of the NCG Market Area. The rights of the corresponding Entry Contract at the Entry Point Eynatten shall apply respectively.
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.

#### **Article 11 Reverse flow capacity**

1. A Shipper may contract reverse flow capacity (reverse flow exit capacity at Entry Points and reverse flow entry capacity at Exit Points operated by Fluxys TENP), which relates only to a virtual flow and is therefore made available if and as long as there is sufficient physical forward flow.
2. Reverse flow entry capacity can only be contracted at Exit Points where entry capacity is technically not available for Fluxys TENP and, respectively, reverse flow exit capacity can only be contracted at Entry Points where exit capacity is technically not available for Fluxys TENP.

#### **Article 12 Capacity relocation**

1. Shippers that have booked BZK at Fluxys TENP may request a relocation of the booked Entry Point to another Entry Point operated by Fluxys TENP respectively a relocation of the booked Exit Point to another Exit Point operated by Fluxys TENP.  
To this aim the Shipper shall send a specific request in writing to Fluxys TENP with a lead time of at least five (5) Working Days. Said request shall indicate the maximum hourly flow rate expressed in kWh/h required by the Shipper at

each Entry and/or Exit Point, the relevant requested relocation period and a reference to the related capacity contract. The relocation shall be granted only up to the end of the relevant running Gas Business Year.

2. Fluxys TENP, acting as a reasonable and prudent operator, shall satisfy said request, provided that:
  - the transmission of gas quantities pursuant to such request does not negatively affect the transmission obligations of Fluxys TENP towards other Shippers; and
  - there is no technical constraint.
3. Fluxys TENP will inform the Shipper, within two (2) Working Days from the receipt of the Shipper's written request, whether and to what extent the request above can be accepted. The Entry Point(s), respectively Exit Point(s), confirmed by Fluxys TENP will be indicated as Confirmed Relocated Entry and/or Exit Point(s) and the provisions applicable to the booked Entry and/or Exit Point(s) shall be applicable mutatis mutandis to each of the Confirmed Relocated Entry and/or Exit Point(s).
4. In the event of a capacity relocation, the Shipper shall pay the higher of the two capacity tariffs between the originally contracted Entry Point and the Confirmed Relocated Entry Point respectively between the originally contracted Exit Point and the Confirmed Relocated Exit Point.

### **Article 13 Reductions / Interruptions**

1. In case a reduction respectively interruption of the capacity also outside the TENP System becomes necessary, the booked entry and/or exit capacities shall be reduced or interrupted according to the following rule:
  - in a first step, Confirmed Relocated Entry and/or Exit capacities shall be interrupted in the sequence in which the respective relocation requests have been received, starting with the last request received;
  - in a second step, if necessary, interruptible entry and/or exit capacities shall be interrupted in the following chronological order:



- the parts of incorporated 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 Article 12 para. 5 of the GTCs;
  - all other booked interruptible entry and/or exit capacities in accordance with Article 29 para. 4 of the GTCs, including the parts of Restricted Firm Entry and/or Exit Capacity (BZK), which were included into a balancing group with access to the VTP;
- in a third step, if necessary and in the event that the reduction is due to a disruption at the TENP System, the entire booked firm entry and/or exit capacities shall be reduced on a pro rata basis. If the reduction is due to a disruption outside the TENP System, the entry FZK and entry bFZK and/or the exit FZK not used for transit purposes shall be reduced on a pro rata basis.

#### **Article 14 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](http://www.fluxys.com/tenp/en)).
2. The tariffs and charges are net amounts. Dues such as value added tax shall be paid by the Shipper in addition.

#### **Article 15 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 invoiced 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 deemed 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 amounts invoiced and due after a reminder with a reasonable grace period, Fluxys TENP shall be entitled to stop the transports. The Shipper shall continue to be obligated to pay the fee until the end of the term of the contract, as a maximum, however, for three (3) months.

#### **Article 16 Place of jurisdiction and language**

1. Supplementary to Article 44 of the GTCs, the place of jurisdiction for disputes arising from this contract shall be Düsseldorf.
2. For these GTCs 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.

#### **Article 17 Contact person**

The contact person at Fluxys TENP for all questions regarding the GTCs is Alexandra Moussa.

She can be contacted at the following contact details:

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