

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

Valid as from 1st October 2015, 06:00h until 31st October 2015, 06:00h

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Section 1 Scope

This Annex 3 sets out additional rules and requirements for contracts under which Fluxys TENP GmbH ("**Fluxys TENP**") performs its services 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 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 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 after the registration on the Capacity Platform PRISMA.

Section 3 Definitions

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

Conditional Firm Freely Allocable Capacity – (“bFZK”)

Conditional Firm Freely Allocable Capacity is basically firm capacity which is freely allocable over the entire market area of 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

A Confirmed Relocated Entry and/or Exit Point is 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 according to Section 11 of these Supplementary Terms & Conditions.

Limited Firm Entry Capacity

Limited Firm Entry Capacity at the Entry Points Eynatten and Bocholtz is a capacity product which can be used according to Section 9 of these Supplementary Terms & Conditions.

Section 4 Capacity products

1. As an 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 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 (“**FZK**”).
 - b. Conditionally Firm Freely Allocable Entry Capacity (“**bFZK**”).

As long as there are no restrictions according to lit. (i) – (iii) below, bFZK is firm freely allocable in the entire NCG Market Area.

 - (i) In case 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) In case 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 Rimpfar and Gernsheim in 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) In case 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 Rimpf and Gernsheim in 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 mentioned under lit. (i) - (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.

- c. Entry/Exit Restricted Firm Capacity (“**BZK**”).
For the usage of the BZK the allocation restrictions according to Annex 5 shall apply. In case the Entry and Exit BZK capacities are included into a special balancing group without access to the VTP of the NCG Market Area, the rights according to Section 9 para. 1 e) GTC shall apply. Whereas, if the BZK is included into a Balancing Group with access to the VTP of the NCG Market Area, the rights of interruptible FZK shall apply for the part of BZK included. Payment obligations of the relevant existing contract remain untouched.

Section 5 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 NCG Market Area may be subject to special allocation constraints or usage restrictions, which are related to the booked capacity product.

Section 6 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 NCG Market Area may be subject to special allocation constraints or usage restrictions, which are related to the booked capacity product.

Section 7 Rest-of-the-Day or Within-Day capacity

Rest-of-the-Day or Within-Day capacity or the inclusion of such capacity in accordance with Section 6 para. 7 GTC are currently not offered by Fluxys TENP.

Section 8 Bundled booking points

An overview of the booking points at which bundled capacities are offered by Fluxys TENP 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. In accordance with Section 4.2.3.1 para. 2 of the determination of the Federal Network Agency dated 14 August 2015 ("KARLA Gas 1.1") Fluxys TENP currently does not offer a booking of bundled capacities on an interruptible basis.

Section 9 "Limited" Firm Entry Capacity

1. "Limited" Firm Entry Capacity at the Entry point Eynatten is a Firm Entry Capacity which can be used as an alternative to already booked Firm Entry Capacity at the Entry point Bocholtz in order to transport gas 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 Firm Entry Capacity that can be used as follows:

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- in combination with booked Firm Exit Capacity at the Exit point Eynatten, to have gas transported on a firm basis from the Entry point Bocholtz to the Exit point Eynatten; or
 - as an alternative to already booked Firm Entry Capacity at the Entry point Eynatten in order to transport gas 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. The sum of the nominations of the booked Firm Entry Capacity and the alternative “Limited” Firm Entry Capacity shall not exceed the booked Firm Entry Capacity of the original contract.
 4. 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.

Section 10 Reverse flow capacity

1. A shipper can book reverse flow capacity (reverse flow exit capacity at Entry points bookable with Fluxys TENP and reverse flow entry capacity at Exit points bookable with Fluxys TENP). This capacity is only a virtual gas flow and is therefore only made available if and as long as there is an equally sufficient physical forward gas flow.
2. Reverse flow entry capacity can only be booked at Exit points where entry capacity is technically not available for Fluxys TENP and respectively, reverse flow exit capacity can only be booked at Entry points where exit capacity is technically not available for Fluxys TENP.

Section 11 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.

For this purpose 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 only be granted until the end of the relevant current Gas Business Year.

2. Fluxys TENP, acting as a reasonable and prudent operator, will accept 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 are no technical constraints.
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.

Section 12 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:

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- a. At first, 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;
 - b. in a second 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;
 - (ii) all other booked interruptible entry and/or exit capacities in accordance with Section 29 para. 4 GTC as well as the parts of BZK which were included into a balancing group with access to the VTP.
 - c. In a third step, if necessary, all booked firm entry and/or exit capacities shall be reduced on a pro rata basis.

Section 13 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/).
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 14 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 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. 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.
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 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.

Section 15 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 16 Contact person

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

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