



General Terms and Conditions

of

VNG Gasspeicher GmbH

Maximilianallee 2, 04129 Leipzig

– hereinafter referred to as “VGS” –

for the Storage of Gas at the Underground Storage Facilities

operated by VGS

(Storage GTC)

- valid from 1 August 2023 -

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GENERAL

1 Subject Matter

These Storage GTC lay down the binding rules that apply to the storage of gas by VGS for its *customers* at the underground storage facilities operated by VGS on the basis of a contract.

2 Definition of Terms

2.1 The Storage GTC come attached with the terms and their definitions (“Definition of terms”) that shall be commonly used in contracts between VGS and the customer. The terms defined shall be shown in italics below, in the contract itself and the other integral parts of the contract. They serve as guidance and basis for a common understanding of the contractual parties and shall be used for the contractual relationship in the current version of these terms

Also applicable to the contractual relationship between VGS and the *customer* shall be the terms given in the relevant contract and the other integral parts of the contract.

2.2 In addition, the terms of Law on the Fuel and Electricity Industries [EnWG] of July 7, 2005 as amended shall apply unless the terms have been differently defined in the provisions according to number 2.1.

2.3 Terms used in the singular shall include the plural and vice versa unless expressly stated otherwise or is otherwise clear from the context of the factual connection.

All time designations shall be official German time, i.e. Central European Time or Central European Summer Time (CET/CEST).

3 Products, Summary of Services

3.1 VGS offers to its *customers* products, the conditions and storage-specific features of which shall be defined in concrete terms in the relevant contract.

3.2 In the context of contract *operations* the following services shall be provided for the *customers* as integral part of the services to be rendered by VGS:

- Processing of *nominations* and re-nominations, injection and withdrawal of gas quantities;

- Allocation of *gas quantities*;
 - Keeping of a *working gas account*.
- 3.3 To the extent provided by the relevant contract and upon presence of the contractual prerequisites, the *customer* shall also be entitled to make use of other services offered by VGS in connection with their products against valuable consideration. Said services shall include in particular
- *partial capacity transmission*
 - *gas transfer*.

CONTRACT

4 Storage Facility Access and Storage Facility Use, Contract Conclusion

- 4.1 The prerequisite for the storage facility access and storage facility use is the conclusion of a contract on *capacities* of the product required by the *customer*.
- 4.2 Contracts may be concluded by the *customer* by way of
- a non-binding booking request, as well as
 - *online booking*

available at the customer area *MY STORAGE*. More details in this respect can be obtained from the Terms of Registration and Booking and the product descriptions. The *customer* may equally send an informal request to VGS (e.g. by Email).

5 Subject Matter of the Contract

- 5.1 VGS undertakes towards the *customer* to hold available for the agreed *service period* the *capacities* specified in the contract with due regard to the contract-specific *characteristics* and render the associated services. The *customer* undertakes to pay the *storage fee* specified in the contract concerned.
- 5.2 The *customer* shall be entitled to use the *capacities* to be made available according to number 5.1 during the contractually agreed *service period* based on the contract-specific *characteristics*. The *customer* shall not be entitled to any use extending beyond it.

- 5.3 The *customer* shall provide and VGS take over the *gas quantities* nominated for injection into the *storage facility* at the contracted *gas transfer point*. Provision and takeover shall occur simultaneously and with an equivalent thermal value.
- 5.4 VGS shall be entitled to store the gas provided for *injection* into the *storage facility* with other *gas quantities* and unseparated from them. The identity of the gas in its physical sense (and so the physical identity of the stored gas) need not be maintained. The gas to be stored shall remain the (jointly held) property of the *customer*.
- 5.5 VGS shall provide and the *customer* take over the *gas quantities* nominated for *withdrawal* from the *storage facility* at the contracted *gas transfer point*. Provision and takeover shall occur simultaneously and with an equivalent thermal value.
- 5.6 The quality of the gas shall comply with the requirements published by the *adjacent network operator* or *market area coordinator* for the *gas transfer point* concerned.

6 Expiration of Contractual Relationship, Clearing of the Working Gas Account

- 6.1 The contractual relationship shall end upon expiration of the agreed contract term or, in the case of legally valid extraordinary termination on the date stated in the notice of termination.
- 6.2 The *working gas account* held by the *customer* shall be balanced by the end of the *service period*. This is the case, if the *working gas account* shows a *working gas balance* of zero (0) and the *storage facility* no longer holds *gas quantities* of the *customer*.
- 6.3 If, by the end of the *service period* of a contract, the *working gas account* still shows a *working gas account balance* above zero and the *storage facility* still holds *gas quantities* of the *customer*, the *customer* shall have the right to use the *working gas volume* for a period of seven (7) calendar days commencing at the end of the *service period* on an interruptible basis, i.e. depending on the ability and capability of VGS ("Clearing Period"). Within this Clearing Period the *customer* may depending on VGS's ability and capability either transfer the remaining *gas quantity* by *gas transfer*.

The modalities of the *gas transfer* and the *transmission fee* to be paid by the *customer* shall be set out in the relevant contract, the terms of which shall remain in force for the Clearing Period. The right to claim of any further damage shall remain unaffected.

Furthermore, the *customer* shall have the opportunity to submit to VGS within the Clearing Period an offer regarding the purchase of the *gas quantities* remaining in the *storage facility* at the end of the *service period*. VGS shall be entitled, but not obliged to

accept such an offer. If VGS accepts the offer of the *customer* regarding the purchase of these *gas quantities*, the title to these *gas quantities* shall pass to VGS. The regulation of number 6.6 shall remain unaffected hereof.

- 6.4 In the case that at the end of the *service period* of the respective contract the *customer* owns one or several contracts the *service period* of which starts immediately after the *service period* of the expiring contract (subsequent contract/subsequent contracts), deviating from number 6.3, sentence 3, VGS shall not charge a *transfer fee* for a *gas transfer* of the remaining *gas quantities* of the expiring contract to the subsequent contract/subsequent contracts carried out within the Clearing Period.
- 6.5 If the *customer* uses none of the possibilities as defined in number 6.3 and 6.4 respectively or is not in a position to do so in absence of the necessary prerequisites (VGS's ability and capability), VGS shall dispose of the *customer's* gas on the latter's behalf to a *customer* holding a contract in the same *storage facility* and submitted the highest (best) bid. The offer shall be published for a period of seven (7) calendar days. VGS shall receive for this effort a *lump sum expense* allowance amounting to 1% of the sales proceeds but not less than €500.00 per transaction, and shall pay the difference to the *customer* whose gas was sold via a suitable platform. VGS shall also be permitted to consider a highest bid, which contains a negative purchase price. The *customer* shall be obligated in such case to refund to VGS the relevant sum plus expense allowance.
- 6.6 In derogation from number 6.5 VGS shall acquire the remaining *gas quantities* upon expiration of the period of seven (7) calendar days, counted from the expiry of the *service period*, at a flat rate of €1.00 if the energy content of the remaining *gas quantities* is less than 1,000 kWh or if the *volume* of these *gas quantities* is less than 100 Nm³. VGS shall credit the sum to the *customer* pursuant to § 14, section (2), sentence 2 German Turnover Tax Law [Umsatzsteuergesetz]. The *customer's* declarations as to the sale and agreement and its consent to the issue of a credit note shall be deemed given upon conclusion of contract.
- 6.7 If due to an event of force majeure, a reason caused by VGS or an extraordinary termination without notice by VGS the *customer* is unable to adjust its *working gas account* in accordance with the provisions of number 6.3 and 6.4 respectively, the *customer* shall have the right to withdraw its gas even after the expiration of the Clearing Period as per number 6.3 within another reasonable period of time using an interruptible *withdrawal rate*. In the event of force majeure or extraordinary termination without notice for a reason not to be attributed to VGS a *capacity fee* for an „Add on“ for additional

withdrawal rate (e.g. "Add on Day-Ahead") shall become due for this period. The amount of this *capacity fee* is based on the current valid *capacity fee* for this "Add on".

Insofar the terms of the relevant contract shall continue applying during this period.

If, upon the termination of the relevant contract, VGS should be entitled in relation to the *customer* to statutory liens, rights of retention or similar rights based on outstanding debts that are related to *gas quantities* indicated on the *working gas account* of the *customer* or to the transfer of these *gas quantities* to the *customer*, these rights shall remain unaffected by the regulations set out above; in this respect, VGS shall be free to assert these rights in relation to the *customer*.

7 Withdrawal of Capacities

7.1 Should the *customer* not use the contracted *capacities* for a consecutive period of (12) *storage months* and the *storage facility* has a *capacity bottleneck*, VGS shall request the *customer* to offer the unused *capacities* to third parties to prevent an improper hoarding of *capacities*. *Capacities* shall be considered not used if the contracted *working gas volume* is not used (vacancy) and the same has demonstrably not been customary in the market in the observation period under review of twelve (12) *storage months*. The evidence that it has not been customary in the market shall be provided by VGS.

7.2 If the *customer* fails to meet such request within two (2) calendar months or should it be unsuccessful in *secondary trading* within this period of time, VGS shall be permitted to withdraw the unused *capacities* from the *customer* by making a relevant declaration to the *customer*. The *customer* may object the withdrawal declaration in writing within a period of one (1) calendar month from receipt of the declaration. The objection shall be considered justified in cases where the *customer* can conclusively demonstrate that the relevant *capacities* are still needed to meet existing contractual obligations towards third parties.

VGS shall review the objection and inform the *customer* on the result – with a statement in case the objection is rejected. Upon expiry of the time period for lodging an objection or with the receipt by the *customer* of a notice of rejection the contract shall be adjusted according to the *capacities* withdrawn.

CONTRACT OPERATIONS

8 Nomination

- 8.1 The *customer* shall nominate to VGS the *gas quantities* (injection) to be taken over by it, as well as the *gas quantities* (withdrawal) to be provided by VGS in accordance with the provisions of the Operating Manual applicable to the respective contract.
- 8.2 VGS shall guarantee the injection or withdrawal according to the *customer's nomination* at the relevant *gas transfer point*.
- 8.3 The *contractual partners* shall inform each other forthwith if they are not in the position, temporarily or over a longer period, to inject or withdraw the nominated *gas quantities* at the particular *gas transfer point*.

9 Allocation of Quantities

VGS shall determine for each *customer* the *gas quantities* injected or withdrawn at the *gas transfer point* and allocate the same to the *working gas account* of the relevant *customer* based on the *nominations* in accordance with the allocation procedure set out in the Operating Manual applicable to the respective contract.

STORAGE FEE, SERVICE FEE AND SECURITIES

10 Storage Fee

- 10.1 The *customer* shall pay to VGS the *storage fee* as agreed that basically consists of the components *capacity fee* and the *variable fee*. In the case of contracts in which a virtual trading point is agreed as *gas transfer point*, the *usage-related injection fee* as well as the *usage-related withdrawal fee* shall be added as further components of the *storage fee*.
- 10.2 The components of the *storage fee* shall be net amounts. The *customer* shall pay in addition the value added tax at the applicable rate as well as taxes and charges as defined by number 13 if such are imposed.
- 10.3 The payment obligation as predefined by number 10.1 and 10.2 shall exist regardless of the actual usage of the contracted *capacities*.

11 Service Fees

- 11.1 If use is made of services as defined by number 3.3, the *customer* shall additionally pay the *service fees* set out in the respective contract.
- 11.2 The *service fees* shall be net amounts. The *customer* shall pay in addition the value added tax at the applicable rate as well as taxes and charges defined in number 13 if such are imposed.

12 Invoicing and Payment

- 12.1 VGS shall charge to the *customer* the relevant *storage fee* and the *service fees*, if any, in accordance with the provisions of the relevant contract.
- 12.2 The invoice shall be sent exclusively electronically by email in PDF format to the *customer* to an email address to be designated by the *customer* for this purpose. The invoice shall show as separate amounts, the net values, the value added tax and other charges, if any.
- 12.3 The invoice amounts shall be paid by the customer by way of bank transfer to the account designated not later than ten (10) working days after receipt of invoice.
- The term of payment shall be considered adhered to if the amount has been credited to the account indicated in the invoice within the given period.
- 12.4 If the *customer* can claim reimbursement from VGS according to the invoice that cannot be considered in any future invoice, VGS shall remit the reimbursement amount to the account to be designated by the *customer*. Such reimbursement shall be made to the account designated by the *customer* not later than ten (10) *working* days after designation of the account. The term of payment shall be considered adhered to if the amount is credited to the designated account within the given period.
- 12.5 Upon default of payment every *contractual partner* shall be entitled, notwithstanding any claim of further damage, to charge default interest pursuant to § 288 German Civil Code [Bürgerliches Gesetzbuch].
- 12.6 Except obvious errors the invoice amount shall be paid without deduction. Objections as to the correctness of the invoice shall be lodged in writing without delay after receipt of the same. Objections as to mistakes that cannot be detected by the *customer* without being its fault shall be lodged immediately after the *customer* has become aware of the reason of objection. The Provisions as to limitation and forfeiture shall remain unaffected by it. Except for obvious errors (e.g. computational errors), objections shall not entitle the

customer to postpone, reduce or refuse the payment. Legitimate objections shall create a claim for reimbursement.

12.7 Any outstanding debt from the contract may only be set off against claims that are undisputed or were recognized by declaratory judgment irrespective of the obligation and no right of retention shall be asserted. In other respects, any setoff or assertion of a right of retention shall be excluded.

12.8 The place of performance for payments shall be the payee's place of business.

13 Changes in Terms of Taxes and Charges under Public Law

Should taxes or other charges levied under public law (hereinafter collectively referred to as "charges") on the contracted *storage fee* and/or the contracted *service fees* be introduced, abolished or amended, VGS shall be entitled and required to increase or decrease the contracted *storage fee* and *service fees* with effect from the date on which said changes come into force. The previous sentence 1 shall apply with the necessary modifications to the introduction, abolishment or change of similar burdens based on national or European legislation, administrative acts or other regulatory orders.

14 Credit Assessment and Security

14.1 An underlying prerequisite for contract implementation by VGS shall be a credit assessment according to number 14.2 that shows a sufficient credit standing of the *customer* or the *customer* provides a security to VGS as per number 14.3.

14.2 The *customer* may participate at any time and voluntarily in an individual credit assessment. Such opportunity shall be available in particular if no specific contract has been concluded yet. For this purpose, the *customer* shall provide to VGS

- its business reports of the last two financial years,
- the latest extract from the commercial register, as well as

on VGS's request, additional information of relevance for the credit rating.

If the *customer* participates in the credit rating, it shall notify VGS forthwith of all changes that have a major impact on its credit standing.

- Where a controlling agreement or profit and loss transfer agreement (affiliation agreement) exists between the *customer* and a company being the majority owner of the *customer*, the credit assessment may be carried out with regard to the

affiliated company. For this purpose, the *customer* shall present to VGS the relevant affiliation agreement and submit a declaration by the controlling company (declaration of affiliation) whereby the affiliate undertakes to notify VGS in writing of any termination of the controlling or profit and loss transfer agreement no later than upon issue of the declaration of termination.

As a rule, the credit assessment shall be completed within ten (10) *working days* after all information required for the assessment has been submitted.

The *customer's* credit standing shall be considered satisfactory if it covers an amount that is equivalent to the security deposit as set forth in number 14.3.

Provided that a reduced security deposit has been agreed after the credit rating or the provision of a security deposit has been waived, the credit rating shall be repeated every calendar year or, if justified (in particular if *customer's* financial circumstances worsen or upon termination of the profit and loss transfer agreement) on the basis of latest information. The first section of this number 14.2 shall apply with the necessary modifications.

14.3 A security deposit shall be provided if

- a credit rating as per number 14.2 shows an insufficient credit standing of the *customer*.
- no credit rating as per number 14.2 has been performed
- a credit rating procedure as per number 14.2 has not yet been positively completed or
- the credit standing has decreased.

If one of the above circumstances applies, the *customer* shall provide to VGS within five (5) *working days* after conclusion of the relevant contract or in the case of the decrease of the credit standing, within five (5) *working days* after the receipt of a written request accompanied by an appropriate explanation,

- a security deposit amounting to two monthly rates of the *capacity fee* for contracts the term of which being longer than two months, and
- a security deposit amounting to the agreed *capacity fee* for contracts the term of which being less than two months.

The security deposit can be provided

- by payment into a bank account designated by VGS, or

- in the form of an unconditional, irrevocable and directly enforceable guarantee or guarantee bond by a bank having an external rating of at least BBB+ (Standard & Poor's) or Baa1 (Moody's). The guarantee or guarantee bond shall include the waivers of the defences of failure to pursue legal remedies, of voidability and of set-off unless a claims are concerned that are undisputed or have been recognized by a declaratory judgment; furthermore, the guarantee or guarantee bond shall remain effective for a period of least two (2) calendar months after the expiry of the *service period* (validity period) and shall therefore expire at the earliest two (2) calendar months after the end of the *service period*, unless VGS has notified the bank without delay after the expiry of the validity period of the fact that VGS will hold the bank liable under the guarantee or guarantee bond. The costs of the guarantee or guarantee bond shall be borne by the *customer*.

This guarantee or guarantee bond shall be governed by the laws of the Federal Republic of Germany; the provisions of private international law and the United Nations Convention on the International Sale of Goods shall be excluded.

If the security deposit is being provided by means of a payment to a separate bank account designated by VGS, ("Deposit Account"), the corresponding amount shall bear interest from the day of the crediting (value date) to the Deposit Account until the repayment date, in accordance with the terms and conditions of the bank keeping the account that are applicable to that Deposit Account; upon the customer's request, VGS shall notify the customer about the terms and conditions of the bank keeping the account that are applicable in each case. The customer shall be entitled to any possible interest income, whereby 0.15 percentage points p.a. shall be deducted. The payment shall be made as single payment upon the repayment of the security deposit.

If VGS incurs any costs in the form of negative interest, custody fees or similar fees as a result of providing this type of security, these costs shall be borne by the *customer*.

14.4 If the credit assessment is completed after provision of the security deposit and the credit rating has shown that the *customer* has to provide a lower or no security deposit, VGS shall return the security deposit accordingly.

14.5 VGS shall be entitled to terminate the contract with immediate effect pursuant to number 21, if

- the *customer* fails to provide or delays payment of the respective and necessary security deposit according to number 14.3 or the deposit lacks the necessary quality or terms, or

hat gelöscht: into an

hat gelöscht: .

hat gelöscht: relevant

hat gelöscht: .

hat gelöscht: date at which the amount has been credited to the account designated by VGS

hat gelöscht: date of

hat gelöscht: , based on

hat gelöscht: 1 month EURIBOR reference interest rate less

hat gelöscht: A negative interest has not been provided for; however, the provision set out in the last section of this number 14.3 shall remain unaffected thereby. An adjustment to reflect the current market conditions of this interest rate

hat gelöscht: in each case on the first banking day of the relevant calendar month. Interest shall be paid by VGS

hat gelöscht: one-time

- the security deposit provided by the *customer* subsequently no longer meets the requirements of number 14.3, and the *customer* fails to provide a replacement security within a reasonable period of time.

14.6 The security deposit shall be returned to the *customer* by VGS upon complete implementation of the respective contract, i.e. upon expiry of the contract term and payment of all components of the *storage fee* to be paid by the *customer* and the *service fees* and other fees, if any, or upon a legal succession of VGS that has the effect of discharging debts.

SECONDARY TRADING

15 Possibilities of Secondary Trading

The *customer* shall be entitled to market *capacities* by *secondary trading*. The following ways are available for this purpose:

- surrender of use according to number 16, or
- *capacity transfer* according to number 17.

16 Surrender of Use

The *customer* shall be entitled to leave acquired *capacities* to third parties for use by the same (surrender of use). In such case the *customer* shall remain obligated towards VGS to fulfil the duties arising from the contract, in particular those relating to the payment of the agreed *storage fee* and the *nomination* of the *gas quantities* to be injected or withdrawn.

17 Capacity Transmission (legal Succession)

17.1 The *customer* shall be entitled after having obtained the written approval by VGS, to assign in the aggregate its rights and duties arising from a contract to a third party (capacity transmission). The capacity transmission shall also constitute a legal succession in terms of the contract. VGS shall approve the legal succession if such third party can guarantee a proper fulfilment of the contractual obligations and has, in particular, an adequate credit standing as per number 14.2 or provides a security deposit as per number 14.3

17.2 In principle, the contracted *capacities* shall be indivisible *capacities*. That is why the right of *partial capacity transmission* shall be excluded unless agreed otherwise in the respective contract.

LIABILITY, FORCE MAJEURE, RIGHT OF SUSPENSION/LIMITATION/REFUSAL

18 Liability

18.1 The *contractual partners* shall be liable to each other for damage to life, limb or health unless the *contractual partner* itself, its statutory representatives, performing agents [Erfüllungsgehilfen¹] and/or vicarious agents [Verrichtungsgehilfen²] have not acted with wrongful intent or negligence.

18.2 In the event of breach of material contractual duties, the *contractual partners* shall be liable to each other for property damage and financial losses, unless the *contractual partner* itself, its statutory representatives, performing agents [Erfüllungsgehilfen] and/or vicarious agents [Verrichtungsgehilfen] have not acted with wrongful intent or negligence. The liability of the *contractual partners* for property damage and financial losses caused by ordinary negligence shall be limited to foreseeable damage common for the type of contract.

18.2.1 In this context, essential contractual obligations shall mean the obligations the compliance with which enables the due performance of the contract in the first place and on the compliance with which the contractual partner regularly does and also may rely.

18.2.2 Damages that are typical for such a contract and foreseeable shall be those which the contractual partner did foresee at the time of the conclusion of the contract as a possible consequence of a breach of the contract or which it should have foreseen in consideration of the circumstances which were known to the contractual partner or which it had to know while applying due diligence.

18.2.3 Typically, for business transactions of this nature, property damage in the amount of 2.5mn Euros and financial losses in the amount of 1.0mn Euros can be assumed.

¹ Translator's note: *Erfüllungsgehilfe*: in accordance with §278 of the German Civil Code [Bürgerliches Gesetzbuch, BGB], a party employed for the performance of an obligation for whom the principal himself is vicariously liable.

² Translator's note: *Verrichtungsgehilfe*: in accordance with § 831 of the German Civil Code, a party who is assisting in performance of an obligation and in doing so is bound by the principal's instructions; the principal is not liable for the other party's acts or omissions, but only for the principal's own faults regarding the selection and supervision of the other party.

- 18.3 Furthermore, the *contractual partners* shall be liable to each other for property damage and financial losses unless the *contractual partner* itself, its statutory representatives, performing agents [Erfüllungsgehilfen] and/or vicarious agents [Verrichtungsgehilfen] have not acted with wrongful intent or gross negligence. The liability of the *contractual partners* shall be limited in cases of grossly negligent breach of duties by its legal representatives, leading performing agents [Erfüllungsgehilfen] and/or vicarious agents [Verrichtungsgehilfe] to foreseeable damage typical for the contract. In the event of grossly negligent breach of duty on the part of ordinary performing agents [Erfüllungsgehilfen] the liability of the *contractual partners* shall be limited to 1.5mn Euros for property damage and 0.5mn Euros for financial losses.
- 18.4 The liability for non-negligent property damage and financial losses as per number 18.2 and 18.3 shall be limited to ten (10) million Euros in the aggregate per damaging event. If the total amount of the individual damage claimed by the eligible *customer* per damaging event exceeds the aforementioned maximum amount the justified claim of every *customer* for each damaging event shall be reduced in the relation of the sum of all justified claims for damages to the maximum amount.
- 18.5 The limitation of liability as per number 18.1 through 18.4 shall also apply in favour of the statutory representatives, employees, performing agents [Erfüllungsgehilfen] and/or vicarious agents [Verrichtungsgehilfen] of the *contractual partners*.
- 18.6 Liability of the *contractual partners* according to statutory provisions, such as the German Liability Act [Haftpflichtgesetz], shall remain unaffected

19 Force Majeure

- 19.1 So far and as long as a *contractual partner* is unable to perform its duties as a result of force majeure according to number 19.2 it shall be released from these duties. It shall not apply to any inability in terms of payment obligations. The other *contractual partner* shall be released from its obligation to make a counter-performance to the extent that the *contractual partner* is hindered to perform its duties due to force majeure.
- 19.2 Force majeure shall mean an unforeseeable event from outside that could not or not in time be avoided despite all adequate care to be expected and technically and commercially reasonable means. It includes, in particular, natural disasters, terrorist attacks, strikes and lock-outs provided such lockout is legal. Also covered by it shall be statutory provisions, acts by governments, courts or authorities as well as measures or regulations according to European legislation regardless its lawfulness.

19.3 The *contractual partner* claiming force majeure according to number 19.2 shall immediately notify the other *contractual partner* indicating the reasons of force majeure and the expected duration. He shall make efforts to ensure by all reasonable technical and commercial viable means to resume as quickly as possible the performance of its duties.

19.4 If the performance of duties is affected for a period of thirty (30) consecutive days and more than fifty (50) percent of the contracted *capacities* are affected on average during this period, the other *contractual partner* may terminate the contract with immediate effect as defined by number 21.

20 Suspension of Service or Restriction of Service in Case of Imminent Danger and other Cases and Impacts on Counter-performance, Right to Refuse Performance

20.1 VGS shall be entitled to suspend or restrict its contractual duties if the same is necessary and/or factually justified.

It shall in particular apply to measures necessary/objectively justified in order to

- prevent or avoid immediate danger to personal, the facilities or the environment (first alternative),
- avoid interference with other *customers* or avoid disruptive effects on facilities of VGS or third parties (second alternative),
- for *maintenance* (servicing, inspection, repair) of the *storage facility* as well as extension and conversion of *storage facilities* (third alternative).

VGS shall give notice of such measures in a suitable manner in due time prior to it, usually at www.vng-gasspeicher.de as well as on the AGSI+ website at <https://transparency.gie.eu>. There shall be no duty to give notice if due to the circumstances of the case concerned it cannot be done in a timely manner and the reasons for it are not attributable to VGS or if the elimination of the dangers or disruptions that occurred would be delayed. In such case VGS shall inform the *customer* on the measures afterwards.

20.2 VGS shall also be released from performance if other circumstances exist the reasons of which not being attributable to VGS. It shall apply in particular to restrictions in the *gas transport system* (e.g. disruption of network operation or due to maintenance work) with the consequence that it is unable to provide or take over the gas at the agreed *gas transfer point* for the purpose of withdrawal and injection respectively.

20.3 In cases according to number 20.1 (first and second alternative) the *customer* shall have no obligation to make a counter-performance.

If service is suspended or restricted according to number 20.1 (third alternative) and number 20.2 the *customer* shall remain obligated to make a counter-performance.

In cases of *maintenance* or extension of the *storage facilities* as set out in number 20.1 (third alternative) this shall apply only to restrictions covering a total of three hundred and thirty-six (336) *hours* related a period of twelve (12) *storage months*. Any restriction going beyond this period of time shall release the *customer* from its duty to make a counter-performance. The restriction will be recorded in the contract operation systems of VGS exact to the hour as the difference between the nominated and the *capacity* actually made available. For a *service period* deviating from the twelve (12) *storage months* the period of three hundred and thirty-six (336) *hours* shall be reduced or extended on a pro rate basis. Any *capacity fee* already paid shall be refunded by VGS.

20.4 VGS shall also be entitled to reduce or suspend contracted services if and as long as the *customer* defaults wholly or partly in payment of the *storage fee*.

OTHER PROVISIONS

21 Termination for Cause

21.1 The contract may be terminated with immediate effect for an important cause by either *contractual partner*. An important cause shall particularly exist if

- breach of contractual provisions by either *contractual partner* despite prior written warning by the other *contractual partner*,
- default in payment by the *customer* of the *storage fee* charged or a significant part thereof for two successive *storage months* and failure to pay the amount due within the time limit set in the reminder.
- default in payment by *customer* over a period of over two *storage months*, default in payment of the charged *storage fee* at an amount reaching the *storage fee* to be paid for two *storage months*.

21.2 In addition to that the *contractual partners* may terminate the contract with immediate effect if in relation to the other *contractual partner* the opening of insolvency proceedings is dismissed for lack of assets.

Every *contractual partner* shall inform the other *contractual partner* forthwith in writing on the dismissal of the opening of insolvency proceedings for lack of assets.

- 21.3 A termination for important cause shall have no impact on the rights and duties of the *contractual partners* that were created prior to such termination. The notice of termination shall state the reason of termination as well as the effective date of contract termination. § 314, section 3 German Civil Code shall remain unaffected.

22 Change of Contract Terms by VGS

- 22.1 The provisions of the contract and thus of integral parts of the contract (e.g. the Storage GTC) shall be based on the legal and other, in particular technical, framework conditions applicable at the time of contract conclusion. If changes or amendments of the contract and its integral parts become necessary to meet new applicable and binding (for VGS)

- national and international legislation and/or
- requirements by national or international courts or authorities and/or
- generally accepted rules of technology

or to close any gap of the contract that may have been caused by it, VGS shall be entitled to change in a reasonable manner and acceptable for the *customer* the contract including its integral parts under reserve of the equivalence interest of performance and counter-performance and under consideration of the *customer's* interests. A unilateral increase of the *storage fee* by VGS shall be excluded on the basis of this provision.

VGS shall notify the *customer* of any planned change and the date of its effectiveness minimum six (6) weeks prior to the planned effective date unless excluded by law, the textual form (Email) shall be sufficient for this purpose.

- 22.2 The correction of any obvious spelling or calculation mistakes shall not be deemed a change of contract terms and can be done at any time.

23 Commercial Clause

- 23.1 Should during the term of a contract concluded for a term longer than two years,
- material technical, commercial and calculatory or legal circumstances of this contract change substantially with respect to the circumstances existing upon conclusion of the contract and were unforeseeable upon contract conclusion

- the necessary balance of this contract as regards performance and counter-performance be affected materially and thus the existing equivalence relationship disturbed to a significant degree

the contract shall be adjusted in accordance with the new circumstances under consideration of all commercial, technical and legal effects.

23.2 The amended contractual provisions shall apply from the date the requesting *contractual partner* required initially in writing from the other *contractual partner* a change of contractual provisions invoking the new circumstances, but earliest two years from the effective date of the contract.

23.3 The provisions of number 22 and § 313 German Civil Code shall remain unaffected by it. With respect to § 313 German Civil Code it shall apply in particular to contracts with a term of less than two years.

24 Change of Operator (legal Succession)

VGS shall be entitled with the *customer's* consent to assign as a whole its rights and duties arising from a contract to a third party. Such assignment shall be deemed a legal succession. The consent to the legal succession shall be granted if and when the third party guarantees a proper performance of the contractual obligations.

If rights and duties of a contract are assigned by VGS to an affiliated company as defined by § 15 German Stock Corporation Act [Aktiengesetz] which is capable of fulfilling the contract, no consent shall be needed. VGS shall inform the *customer* on the assignment without delay.

25 Automated Data Processing, Data Transfer

VGS shall be authorized to collect and store automatically the contract data of the *customers* required for contract *operations* and use the same for the purpose of contract *operations*. VGS shall be entitled to transfer such contract data to the *adjacent network operator* or any other third party as far and as long as the same is required for proper *operations* of the contract concerned.

The *customer* shall give its consent to such automated data processing/data transfer by VGS.

26 Confidentiality

26.1 The *contractual partners* shall treat the content of the contract and all information which they receive or received in connection with the contract (confidential information) subject to number 26.2, as secret and confidential and not disclose it to third parties unless the *contractual partner* concerned has agreed to it in writing beforehand. The *contractual partners* undertake to use the confidential information for no other purpose than the performance of the contract.

26.2 Either *contractual partner* shall have the right to disclose confidential information received by the other *contractual partner* without written consent by the latter

- to a company affiliated by majority provided the latter is bound to secrecy in the same manner,
- to its legal representatives, advisors, banks and insurance companies to the extent such disclosure is needed for the proper performance of contractual duties, and these persons or companies have themselves agreed beforehand to treat the information as confidential or are bound to secrecy by law due to their profession.

In addition to that every *contractual partner* shall have the right to disclose confidential information received by the other *contractual partner* without the written approval by the latter to the extent such confidential information

- is justifiably already known to the receiving third party on the date on which it received such information from the other *contractual partner*.
- is already in the public domain or becomes available to the public in any other manner than through the action or omission by the *contractual partners*, or
- is required to be disclosed by a *contractual partner* due to a statutory provision or a court order or order or request by a public authority. In such case the disclosing *contractual partner* shall notify the other *contractual partner* without delay.

26.3 The obligation regarding confidentiality shall remain in effect – beyond the termination of the storage contract – for a period of sixty (60) calendar months.

26.4 § 6a German Energy Law [EnWG] shall remain unaffected.

27 Written Form Requirement

Amendments and supplements to the contract and its termination shall require the written form in order to be valid. The same shall apply to the waiver of the written form requirement.

28 Choice of Law, Contractual Language, Legal Recourse and Place of Jurisdiction

28.1 The contract shall be governed by German law, whereby (i) the international conflict of law provisions, unless these are imperative provisions, as well as (ii) the United Nations Convention on the International Sale of Goods shall be excluded.

28.2 The language for the contract implementation shall be German. The German version of the contract shall be binding. If any deviation and/or discrepancy occurs between the German and a foreign-language version of the contract the German version shall prevail in case of doubt.

28.3 The contractual parties shall be entitled to recourse to the ordinary courts in all cases of dispute arising in connection with the contract or regarding its validity. The place of jurisdiction shall be Leipzig.

Definitions

Adjacent Network Operator	shall mean the operator of the adjacent <i>gas transport system</i> connected to the <i>storage facility</i> .
Booking	shall mean the <i>customer's</i> binding offer submitted to VGS by <i>online booking</i> for the conclusion of a contract.
Booking Confirmation	shall mean VGS's acceptance of the binding offer submitted by the <i>customer</i> by <i>online booking</i> for conclusion of a contract.
Booking Request (Non-binding)	shall mean a non-binding expression of interest by the <i>customer</i> for conclusion of a contract submitted to VGS via <i>MY STORAGE</i> using the "easystore" online product configurator.
Bundled Capacities	shall mean the <i>capacities of working gas volume (WGV)</i> , <i>injection rate (IR)</i> and <i>withdrawal rate (WR)</i> that can be contracted jointly (as a "bundle") only.
Calorific Value at Injection [kWh/Nm³]	shall mean the basis for conversion of the energy units [kWh] into volume units [Nm ³] at the time of gas injection.
Calorific Value at Withdrawal [kWh/Nm³]	shall mean the basis for converting the volume units [Nm ³] into energy units [kWh] at the time of gas withdrawal.
Capacities	shall designate the service required for the storage of gas in form of <i>working gas volume (WGV)</i> , <i>injection rate (IR)</i> and <i>withdrawal rate (WR)</i> .
Capacity Fee	shall mean the fee for holding available <i>bundled</i> or <i>unbundled capacities</i> on a firm or interruptible basis.
Characteristic	shall mean the restriction describing the maximally usable injection and <i>withdrawal rates</i> depending on the current <i>working gas account balance</i> of the relevant contract.

Contractual Partners	shall mean VGS and the <i>customer</i> individually or jointly.
Customer	shall mean a natural or legal person who wants to conclude or has concluded contracts with VGS.
Exceeding of Capacity	shall mean the utilization of non-contractual <i>capacities</i> by the <i>customer</i> adhering to the procedure laid down in the Operating Manual applicable to the respective contract.
Gas Day	shall mean the period of one calendar day, 6:00 a.m. to the next calendar day, 6:00 a.m.
Gas Quantity	can be indicated in volume units [Nm ³] or energy units [kWh]. The <i>gas quantity</i> in standard cubic meter [Nm ³] shall be a quantity of gas that is free of water vapour and occupies a <i>volume</i> of one cubic meter at a temperature of zero degrees Celsius and an absolute pressure of 1.01325 bar (standard cubic meter).
Gas Transfer	shall mean the transfer of injected <i>gas quantities</i> to another <i>customer</i> , or between contracts of the same <i>customer</i> .
Gas Transfer Point	shall mean the point where the <i>gas quantities</i> are provided or transferred/taken over between the <i>customer</i> and VGS. The kind of <i>gas transfer points</i> (e.g. network connection point, virtual trading point) shall be specified in the individual contract.
Gas Transport System	shall mean all pipelines and installations that serve the transport of gas.
Hour	shall mean the time beginning with a full clock hour and ending with the following full clock hour.
Injection Rate (IR)	shall mean the <i>gas quantity per hour</i> , measured in Nm ³ /h or kWh/h, which the <i>customer</i> may inject into the <i>storage facility</i> under consideration of the injection characteristic.

Implementation Period	shall mean the period for establishing a contract in the contract processing systems prior to commencement of the <i>service period</i> .
Interruptible Capacity	shall mean <i>capacities</i> that are available to the <i>customer</i> depending on VGS's ability and capability.
Lump-sum Expense	shall mean an amount to be paid for gas utilization by VGS in special cases defined in the contract.
Maintenance	shall mean servicing, inspection or repair of the <i>storage facility</i> operated by VGS.
Market Area Coordinator	shall mean the natural or legal person determined by the long-distance network operators who provides services in a certain market area that need to be rendered by a person to ensure an efficient gas network access in a market area.
MY STORAGE	shall mean the personalized and customer-specific part (customer area) of VGS's internet presence on www.vng-gasspeicher.de . Within the customer area MY STORAGE, several functions are available, which enable e.g. the online conclusion of contracts with VGS.
Nomination	shall mean the registration of <i>gas quantities</i> to be injected or withdrawn within a certain period of time. The types of <i>nomination</i> as defined by the Operating manual applicable to the respective contract including other conditions to be observed shall apply.
Online Booking	shall mean one of the possibilities for <i>customers</i> to conclude a contract; it shall be done at the VGS customer area MY STORAGE by using the "easystore" online product configurator according to the conditions regulated in the Terms of Registration and Booking.

Operations	facilitate the use (<i>nomination</i> and reporting) of the contracted <i>capacities</i> and services additionally used by the <i>customer</i> based on the provisions of the Operating Manual applicable to the respective contract.
Partial Capacity Transmission	shall mean the partial transmission of contracted <i>capacities</i> by the <i>customer</i> to a third party in accordance with the provisions of the relevant contract and the provisions concerning capacity transmission/legal succession set out in the storage GTC in relation to contracts as a whole.
Secondary Trading	shall mean the trading of <i>capacities</i> (contracted with VGS) by the <i>customer</i> with third parties.
Service Fee	shall mean the fee to be paid if use is made of a service additionally offered by VGS for consideration in connection with its products. It shall include the <i>overrun fee</i> to be paid for <i>exceeding of capacity</i> , the <i>transmission fee</i> to be paid for <i>partial capacity transmission</i> and the <i>transfer fee</i> to be paid for a <i>gas transfer</i> .
Service Period	shall mean the entire period for which the contracted <i>capacities</i> are held available by VGS and can be used by the <i>customer</i> . The <i>service period</i> is split into monthly billing periods.
Shipper Code	shall mean a code specified by VGS that is used to identify a contract and the <i>nominations</i> within the scope of contract operations.
Storage Facility	shall mean the facilities operated by VGS for underground storage of gas connected to an upstream <i>gas transport system</i> .
Storage Facility Downtime (Technological)	shall mean the downtime of the <i>storage facility</i> for technological reasons during which no injection or withdrawal can be made or to a limited extent only.

Storage Facility Standby	shall mean the period during which no injection into or withdrawal from the <i>storage facility</i> is done but may be done at any time under consideration of the start-up times specified in the contract.
Storage Fee	shall mean the fee to be paid by the <i>customer</i> to VGS that basically consists of the components <i>capacity fee</i> and the <i>variable fee</i> . In the case of contracts in which a virtual trading point is agreed as <i>gas transfer point</i> , the <i>usage-related injection fee</i> as well as the <i>usage-related withdrawal fee</i> shall be added as further components of the <i>storage fee</i> .
Storage Month	shall mean the period from the first calendar day of a calendar month, 6:00 a.m. to the first calendar day of the next calendar month, 6:00 a.m.
Storage Week	shall mean the period from Monday, 6:00 a.m. to Monday of the following week, 6:00 a.m.
Storage Year	shall mean the period from April 1, 6:00 a.m. of a calendar year to April 1, 6:00 a.m. of the following calendar year.
Transfer Fee	shall mean the <i>service fee</i> to be paid for <i>gas transfer</i> .
Transmission Fee	shall mean the <i>service fee</i> to be paid in case of a <i>partial capacity transmission</i> .
Unbundled Capacity	shall mean the individual <i>capacities</i> of <i>working gas volume</i> (WGV), <i>injection rate</i> (IR) and <i>withdrawal rate</i> (WR) that can be contracted.
Usage-related Injection Fee ("IR Fee")	shall mean the fee payable for covering the costs usually arising in the scope of the transport of <i>gas quantities</i> from the <i>storage facility</i> to the virtual trading point and their provision at the virtual trading point.

Usage-related Withdrawal Fee (“WR Fee”)	shall mean the fee payable for covering the costs usually arising in the scope of the takeover of <i>gas quantities</i> at the virtual trading point and their transport from the virtual trading point to the <i>storage facility</i> .
User	shall mean a natural person who is allowed to use or should be allowed to use the <i>online booking</i> functions and/or the menu item CONTRACTS (if applicable, including the functions NOMINATION and/or REPORTING) in the non-public area of the customer area <i>MY STORAGE</i> on behalf of the <i>customer</i> and is registered or should be registered at <i>MY STORAGE</i> for that purpose.
Variable Fee	shall mean the fee to be paid to cover the operating costs usually incurred by VGS for the storage of gas.
Volume [Nm³]	shall mean the <i>volume</i> of gas at standard conditions measured in Nm ³ , i.e. at standard temperature of $T_n = 273.15 \text{ K}$ or $t_n = 0 \text{ °C}$ and standard pressure $p_n = 101.325 \text{ Pa} = 1.01325 \text{ bar}$.
Withdrawal Rate (WR)	shall mean the <i>gas quantity per hour</i> measured in Nm ³ /h or kWh/h, which the <i>customer</i> may withdraw from the <i>storage facility</i> under consideration of the withdrawal characteristic.
Working Day	shall mean every calendar day from Monday to Friday except public holidays in Saxony pursuant to the Saxon Act governing Work on Sundays and Public Holidays [Sächsisches Feiertagsgesetz].
Working Gas Account (WGA)	shall mean an account kept by VGS for the <i>customer</i> that shows the balance of the injected and withdrawn <i>gas quantities</i> .
Working Gas Account Balance (WGAB)	shall mean the current balance of the <i>working gas account</i> of a <i>customer</i> and corresponds with the <i>working gas volume</i> used at a certain point in time.

Working Gas Volume (WGV) shall mean the portion of the storage cavity contractually available to the *customer* for the relevant *service period* of the contract as maximum *working gas volume*. The WGV shall be measured according to the contract design by energy units [kWh] or *volume* units [Nm³].
