

**Storage Contract**

**Nüttermoor L / Huntorf L**

between

EWE GASSPEICHER GmbH  
Rummelweg 18, 26122 Oldenburg

- hereinafter referred to as "EWE" -

and

[storage customer]

- hereinafter referred to as "Storage Customer" -

- hereinafter referred to individually as "Party" or collectively as "Parties" -

Storage Contract ID: .....

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## Preamble

The *Storage Customer* is interested in using L-Gas storage capacities in Nüttermoor L/ Huntorf L in the time 1 April YYYY to 1 April YYYY+1. EWE makes these storage capacities available in the form of working gas capacity, injection capacity and withdrawal capacity.

Therefore the *Parties* enter into and conclude the following *Contract*:

## 1. Definitions

### Allocated Energy

means the *Allocated Injection Energy*, or the *Allocated Withdrawal Energy*, allocated to the *Storage Customer*, which each is allocated in full hours under the allocation agreement with the responsible transmission system operator and shown in the unit kWh.

### Allocated Injection Energy

means *Injection-Gas* that EWE receives under the allocation agreement with the responsible transmission system operator from the *Storage Customer* at the *Delivery Point* at the end of each full *Hour* and injects into the storage facility.

### Allocated Withdrawal Energy

means *Withdrawal Gas* that EWE withdraws from the storage facility and delivers to the *Storage Customer* in accordance with the allocation agreement with the responsible transmission system operator at the *Delivery Point* at the end of each full *Hour*.

### Associated Company

means any company meeting the definition under Sections 15 et seq. of the German Stock Corporation Act.

### Availability<sub>ServicePeriod</sub>

*Availability<sub>ServicePeriod</sub>* is expressed in percentage and is calculated as follows:

$$Availability_{ServicePeriod} = (Maximum\ Available\ Hours_{ServicePeriod} - Default\ hours) * 100 / Maximum\ Available\ Hours_{ServicePeriod}$$

### Contract

means the present storage contract concluded between the *Storage Customer* and EWE.

### Default hour

means an *Hour* at which EWE instructs the *Storage Customer* to change *Nominated Energy* as referred to in No. 6.2\* to the amount of *Injection Capacity* and/ or *Withdrawal Capacity* predetermined by EWE.

\* all Nos. referred to in the present *Contract* are Nos. of the present *Contract*

**Delivery Point**

means the point specified in No. 10 at which EWE provides the *Storage Service* to the *Storage Customer*.

**Edig@s**

means a standard format for communication between dispatching centres based on EDIFACT for transmitting and receiving data and messages regarding gas deliveries.

**Extraordinary Maintenance**

means maintenance measured under No. 11.3 that may have an impact on the *Storage Service* to be provided to the *Storage Customer*.

**Force Majeure**

means the equivalent of *Force Majeure* as described in No. 14.

**Gas Day**

means the period of time (or reference to a period of time) starting at 06:00 h *Local Time* on any given calendar day and ending at 06:00 h *Local Time* of the following calendar day, whereas the date of a *Gas Day* corresponds with the date on which it begins; e.g. the *Gas Day* 1 April commences 1 April at 06:00 h *Local Time* and ends 2 April at 06:00 h *Local Time*.

**Hour (h)**

means every 60-minute-period, starting e.g. at 06:00 h *Local Time* on any *given Gas Day* and ending at 07:00 h *Local Time* of the same *Gas Day*, or any equivalent 60-minute-period that commences at the beginning of a different *Hour* of that *Gas Day*.

**Injection Capacity**

corresponds with the agreed injection capacity under No. 3.

**Injection Gas**

means natural gas that the *Storage Customer* provides to EWE at the *Delivery Point* for injection into the storage facility.

**Local Time (LET; Local European Time)**

is defined as LET (Local European Time) and comprises summertime. The *Local Time* corresponds with UTC + 1 outside summertime and UTC + 2 during summertime. For clarification: summertime commences at UTC 01:00 h on the last Sunday in March and ends at 01:00 h UTC on the last Sunday in October; UTC is the Coordinated Universal Time [ISO 8601: 1988 (E)].

**Maximum Available Hours<sup>Service Period</sup>**

is the amount of *Hours* in the *Service Period* minus the *Hours* during which the *Storage Service* is not available as a result of *Planned Maintenance* and *Extraordinary Maintenance* (Nos. 11.2 and 11.3) and/ or *Force Majeure* (No. 14).

**Month**

means the period of time starting at 06:00 h *Local Time* on the first day of a calendar month and ending at 06:00 h *Local Time* on the first day of the following calendar month.

**MWh (megawatt hour)**

is a unit of work and thus an energy unit. One *MWh* equals 3,600 MJ. One *MWh* equals 1,000 kWh.

**Nominated Energy**

means the *Nominated Injection Energy* or *Nominated Withdrawal Energy* (kWh) applicable in the respective *hour*.

**Nominated Injection Energy**

means *Injection Gas* that the *Storage Customer* provides for injection into the storage facility (kWh) for future *Hours* at the *Delivery Point*.

**Nominated Withdrawal Energy**

means *Withdrawal Gas* that the *Storage Customer* requests from EWE (kWh) for future *Hours* at the *Delivery Point*.

 **$P_{\text{interruptible capacity}}$** 

means the fee in Euros (EUR) which is payable by the *Storage Customer* for the usage of interruptible capacity (*Injection Capacity<sub>interruptible</sub>* respectively *Withdrawal Capacity<sub>interruptible</sub>*) according to No. 4.3.

**Planned Maintenance**

means maintenance measured under No. 11.2 that may have an impact on the *Storage Service* to be provided to the *Storage Customer*.

 **$P_{\text{variable}}$** 

means the fee in Euros (EUR) for *Allocated Energy* which is payable by the *Storage Customer* under No. 4.2, taking into consideration *Reverse Flows* according to No. 9.

**Reasonable and prudent operator**

means a *Party* that performs its contractual duties to such a degree of diligence, proficiency, prudence and foresight, as reasonable and usually exercised by experienced operators in the same field of business under equal or similar circumstances and conditions and in accordance with proven practices.

**Reverse Flow**

occurs if different storage customers nominate both withdrawal and injection at the same *Delivery Point* at the same *Hour*.

**Service Period**

means the period of time from *Gas Day 1 April YYYY* to the end of *Gas Day 31 March YYYY+1*.

**Settlement price**

means, for the purpose of the *Contract*, the gas price in EUR/ *MWh* as published by “ICIS” in the publication “European SpotGas Markets” and is calculated as arithmetical average of “bid” and “offer” and rounded to three decimal places.

If above-mentioned gas price is no longer published it shall be replaced by a HUB gas price in North-western Europe that is rated as equivalent. If the gas price is no longer published in the above-stated publication but in a different publication the latter shall replace the “European Spot Gas Markets”.

**Storage Fee**

means the fee in Euros (EUR) under No. 4.1 which is payable by the *Storage Customer* to EWE for holding capacity available during the *Service Period*.

**Storage Level**

is the *Storage Level* as at the Starting Date under No. 3 plus the *Allocated Energy* in *MWh* calculated continuously on an hourly basis during the *Service Period*. The *Storage Level* is documented by EWE and disclosed to the *Storage Customer* once per week and on request.

**Storage Service**

means the contractual service that EWE performs for the *Storage Customer* under the present *Contract*.

**Withdrawal Capacity**

corresponds with the agreed withdrawal capacity under No. 3.

**Withdrawal Gas**

means *Working Gas* that EWE makes available to the *Storage Customer* after withdrawal from the storage facility to the *Delivery Point*.

**Working Gas**

means natural gas that is injected into the storage facility (*Injection Gas*) or that is withdrawn from the storage facility (*Withdrawal Gas*).

**Working Gas Capacity**

corresponds with the agreed volume capacity (in *MWh*) for storable *Working Gas* as per No. 3.

## 2. Contractual obligations

### 2.1 Working Gas Capacity

#### 2.1.1

During the *Service Period*, EWE stores natural gas for the *Storage Customer* in the range between zero and the maximum *Working Gas Capacity* according to No. 3.

#### 2.1.2

The *Storage Customer* is obliged to monitor the *Storage Level* in order to prevent overrun of the maximum *Working Gas capacity* or underrun (= negative *Storage Level*).

### 2.2 Injection Capacity

#### 2.2.1

The *Storage Customer* is obliged to make *Injection Gas* nominated previously by the *Storage Customer* available as *Nominated Injection Energy* at the *Delivery Point* on an hourly basis.

#### 2.2.2

During the *Service Period*, EWE will inject the *Injection Gas* provided as *Nominated Injection Energy* and confirmed by EWE at the *Delivery Point* and inject it into the storage.

#### 2.2.3

The *Injection Capacity* is composed of a firm portion ( $Injection\ Capacity_{firm}$ ) and an interruptible portion ( $Injection\ Capacity_{interruptible}$ ). In addition to the  $Injection\ Capacity_{firm}$  the *Storage Customer* has the right to nominate  $Injection\ Capacity_{interruptible}$ . The *Nominated Injection Energy* must not exceed the sum of the  $Injection\ Capacity_{firm}$  and  $Injection\ Capacity_{interruptible}$  according to No. 3.

EWE is entitled to reduce the  $Injection\ Capacity_{interruptible}$ .

Provided that  $Injection\ Capacity_{interruptible}$  was used by the *Storage Customer* the rules under No. 4.3 apply.

#### 2.2.4

No injection characteristics curve shall apply.

### 2.3 Withdrawal Capacity

#### 2.3.1

EWE will provide the *Withdrawal Gas* requested as *Nominated Withdrawal Energy* to the *Storage Customer* at the *Delivery Point* during the *Service Period*.



### 2.3.2

The *Storage Customer* is obliged to accept the *Withdrawal Gas* provided by EWE that the *Storage Customer* previously nominated as *Nominated Withdrawal Energy* at the *Delivery Point* on an hourly basis.

### 2.3.3

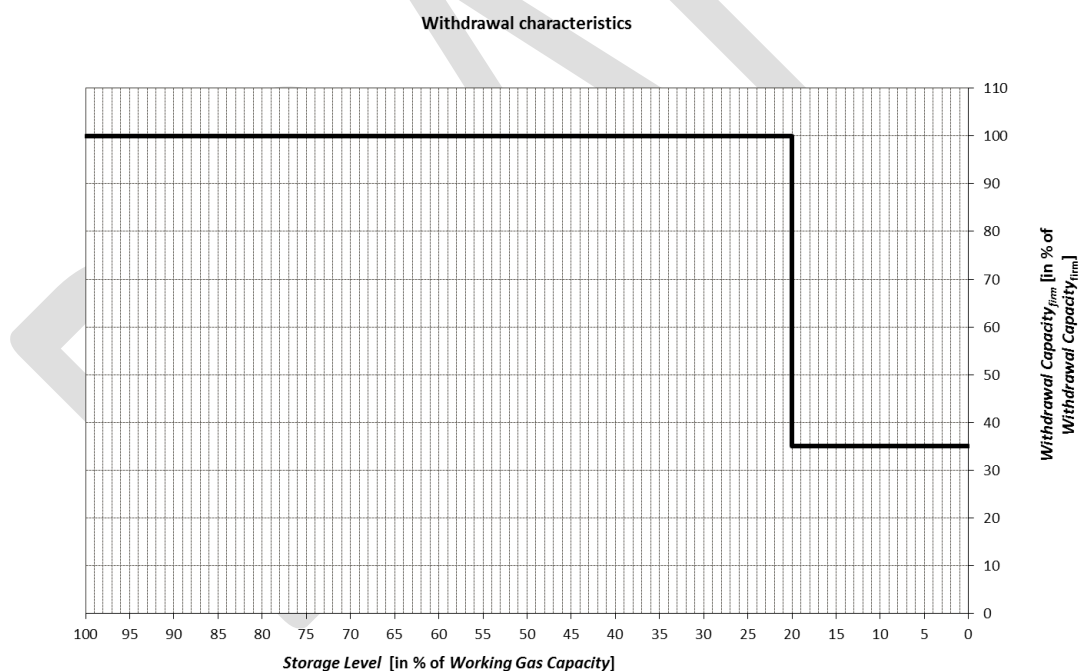
The *Withdrawal Capacity* is composed of a firm portion ( $Withdrawal Capacity_{firm}$ ) and an interruptible portion ( $Withdrawal Capacity_{interruptible}$ ). In addition to the  $Withdrawal Capacity_{firm}$  the *Storage Customer* has the right to nominate  $Withdrawal Capacity_{interruptible}$ . The *Nominated Withdrawal Energy* must not exceed the sum of the  $Withdrawal Capacity_{firm}$  and  $Withdrawal Capacity_{interruptible}$  according to No. 3.

EWE is entitled to reduce the  $Withdrawal Capacity_{interruptible}$ .

Provided that  $Withdrawal Capacity_{interruptible}$  was used by the *Storage Customer* the rules under No. 4.3 apply.

### 2.3.4

The following withdrawal characteristics curve shall apply:



From a *Storage Level*  $\leq 20\%$ , the  $Withdrawal Capacity_{firm}$  is reduced to 35%.

## 2.4 Delivery Point and Transport Capacities

The *Storage Customer* is responsible for booking the corresponding transport capacities with the corresponding transmission system operator at the *Delivery Point* in order to be able to use the *Storage Service*.

## 2.5 Operation of the Storage Facility

EWE operates the storage facility as a *Reasonable and prudent operator* under the *Contract* and in accordance with the operational requirements required by the adjacent transmission system operator. Operational processing (nomination procedure, lead times, data exchange, matching, etc.) is subject to No. 8.

## 2.6 Payment of fees

The *Storage Customer* is obliged to pay fees and taxes pursuant to Nos. 4 and 12.

## 3. Storage Service

EWE shall hold available the *Storage Service* specified herein-below with the agreed specifications and perform it as agreed. The scope and content of all and any rights and obligations result from the present *Contract*.

EWE provides the following *Storage Service* to the *Storage Customer*:

Storage parameters	[unit]	
<i>Working Gas Capacity</i>	[MWh]	
<i>Injection Capacity<sub>firm</sub></i>	[MWh/h]	
<i>Injection Capacity<sub>interruptible</sub></i>	[MWh/h]	
<i>Withdrawal Capacity<sub>firm</sub></i> and subject to No. 2.3.4	[MWh/h]	
<i>Withdrawal Capacity<sub>interruptible</sub></i>	[MWh/h]	
Minimum Withdrawal/ Injection Capacity	[MWh/h]	0
Starting date		01/04/YYYY, 06:00 h
End date		01/04/YYYY+1, 06:00 h
<i>Storage Level</i> at the Starting Date	[MWh]	0
<i>Storage Level</i> at the End Date	[MWh]	0
<i>Delivery Point</i>		Zone UGS EWE L-Gas (21W0000000000176)

## 4. Fees

In return for the *Storage Service*, the *Storage Customer* is obliged to pay the fees set forth here-in-after.

### 4.1. Storage Fee

The *Storage Customer* shall pay to EWE a *Storage Fee* for holding available capacities, such fee arises irrespective of the usage of the *Storage Service*.

		<i>Storage Service</i>
<i>Storage Fee</i>	[EUR]	XX

#### 4.2. Usage-based fee $P_{\text{variable}}$

$P_{\text{variable}}$  is calculated by multiplying XX EUR/ MWh with the *Allocated Injection Energy*, taking into consideration *Reverse Flows* according to No. 9.

No  $P_{\text{variable}}$  arises for *Allocated Withdrawal Energy*.

#### 4.3. Usage-based fee $P_{\text{interruptible capacity}}$

$P_{\text{interruptible capacity}}$  is calculated by multiplying XX EUR/ MWh with the allocated *Injection Capacity<sub>interruptible</sub>* and *Withdrawal Capacity<sub>interruptible</sub>*.

The fee is charged only if

- the *Allocated Injection Energy* exceeds the booked *Injection Capacity<sub>firm</sub>* and/ or
- the *Allocated Withdrawal Energy* exceeds the booked *Withdrawal Capacity<sub>firm</sub>*. The *Withdrawal Capacity<sub>firm</sub>* is subject to the withdrawal characteristic curve under No. 2.3.4.

#### 4.4. Fee for exceeding the maximum Working Gas Capacity

In the case of exceeding the maximum *Working Gas Capacity* by the *Storage Customer* (cf. No. 8.6.1) an additional fee of XX EUR/ MWh/ Gas Day will be charged for any *Storage Level [MWh]* above maximum *Working Gas Capacity*. The additional fee is calculated from the maximum hourly overrun of the maximum *Working Gas Capacity* per *Gas Day*.

### 5. Service Period

The *Storage Service* is available to the *Storage Customer* from 1 April YYYY, 06:00 h to 1 April YYYY+1, 06:00 h.

### 6. Availability of the Storage Service

#### 6.1. General

$Availability_{\text{ServicePeriod}}$  is based on *Default hours*. It is calculated by EWE and notified to the *Storage Customer* at the end of the *Service Period* within eight (8) working days beginning with the end of the *Service Period*.

In the event that  $Availability_{\text{ServicePeriod}}$  is below 98 % the *Storage Fee* is reduced by a percentage.

The applicable percentage rate is calculated as follows:

Percentage of the reduction =  $98 \% - Availability_{Service\ Period} [\%]$

If  $Availability_{Service\ Period}$  is lower than 98 % and thus results in a reduction of the *Storage Fee*, EWE shall refund the *Storage Customer* for this amount at the end of the *Service Period*.

Example:

In the case of an actual  $Availability_{Service\ Period}$  of 95.5 %, the *Storage Fee* is reduced by 2.5 %.

## 6.2. Default hours

A *Default hour* means an *Hour* at which EWE instructs the *Storage Customer* to change *Nominated Energy* to the amount of *Injection Capacity* and/ or *Withdrawal Capacity* predetermined by EWE.

*Default hours* do not mean instructions to renominate, interruptions of and reductions on the *Storage Service* as a result of:

- off-spec gas to be injected (No. 8.4.2), and/ or
- a breach of contractual obligations on the part of the *Storage Customer* (Nos. 8.6, 13), and/ or
- *Injection Capacity<sub>interruptible</sub>* (No. 2.2.3), and/ or
- *Withdrawal Capacity<sub>interruptible</sub>* (No. 2.3.3) and/ or
- *Nominated Withdrawal Energy* above the withdrawal characteristic curve (No. 2.3.4), and/ or
- measures of the adjacent transmission system operator, and/ or
- mismatch between EWE and the adjacent transmission system operator, unless caused by EWE, and/ or
- *Maintenance* (Nos. 11.2 and 11.3), and/ or
- *Force Majeure* (No. 14).

## 7. Storage Level at the end of Contract

The *Storage Level* shall be 0 (zero) *MWh* by no later than the end date of the *Service Period*.

If the *Storage Customer* fails to bring the *Storage Level* to 0 (zero) *MWh* by the end of the final *Gas Day* in the *Service Period*, the ownership of the remaining *Working Gas* shall pass to EWE. EWE shall refund the monetary value of the remaining *Working Gas* (*Storage Level*) as follows:

- If  $Availability_{Service\ Period}$  is larger than or equals 98 %:  
the monetary value of the remaining *Working Gas* =  
 $Storage\ Level * Settlement\ Price * 75 \%$

The following Settlement index, Reference period and Settlement period apply to the calculation of the *Settlement Price*:

Settlement index	Reference period	Settlement period
THE PRICE ASSESSMENT	„Summer“ YYYY+1	Arithmetical average of all published daily “Bid” and “Offer” forward notations in the period 1 January YYYY+1 to 31 March YYYY+1 for the Reference period.

- If  $Availability_{ServicePeriod}$  is lower than 98 %:  
the monetary value of the remaining Working Gas =  
 $Storage\ Level * Settlement\ Price * 100\ \%$ .

The following Settlement index, Reference period and Settlement period apply to the calculation of the *Settlement Price*:

Settlement index	Reference period	Notification period
THE PRICE ASSESSMENT	„Q1“ YYYY+1	Arithmetical average of all published daily “Bid” and “Offer” forward notations in the period 1 December YYYY to 31 December YYYY for the Reference period.

## 8. Operative processing and exchange of information

### 8.1. Allocation

The allocation procedure "allocated as nominated" applies to this present *Contract*.

### 8.2. Injection

On request, the *Storage Customer* shall provide EWE with *Injection Gas* at the *Delivery Point*.

### 8.3. Withdrawal

On request, EWE shall provide the *Storage Customer* with *Withdrawal Gas* at the *Delivery Point*.

### 8.4. Gas quality

#### 8.4.1.

In the course of injection and withdrawal, intermixture of the *Storage Customer's Injection Gas* and *Withdrawal Gas* with other storage customers' natural gas quantities occurs regularly. EWE is not obliged to maintain the identity of the natural gas. (Co-)Ownership of the *Working Gas* as per *Storage Level* shall remain with the *Storage Customer*.

#### 8.4.2.

EWE shall monitor the quality of *Injection Gas*. Should EWE as a *Reasonable and prudent operator* find that the *Injection Gas* provided by the *Storage Customer* for injection at the *Delivery*

*Point* does not correspond with the specifications imposed by the transmission system operator, EWE is entitled on the one hand to reject acceptance and interrupt injection to prevent damage to the storage facility caused by gas that is not conform with the specifications (off-spec gas) and on the other hand to ensure that only such natural gas is injected that meets the required specifications of the transmission system operator on withdrawal. In this case, EWE shall immediately notify the *Storage Customer* thereof; the *Storage Customer* is obliged to cease the supply of *Injection Gas* at the *Delivery Point*.

#### 8.4.3.

EWE shall monitor the quality of *Withdrawal Gas*. If EWE as a *Reasonable and prudent operator* finds that the *Withdrawal Gas* requested by the *Storage Customer* at the *Delivery Point* does not correspond with the specifications required by the relevant transmission system operator (off-spec gas), EWE shall notify the *Storage Customer* immediately; EWE is obliged to cease the supply of *Withdrawal Gas* at the *Delivery Point*.

### 8.5. Nomination and lead time

The *Storage Customer* will nominate *Nominated Energy* via Edig@s in full kWh with no decimal numbers taking into consideration summer- (MESZ) and wintertime (MEZ). A nomination is submitted in 24 hourly values per *Gas Day*.

#### a) Lead times

The lead time for *Nominated Energy* for the *Storage Customer* is two *Hours* before the next full *Hour*.

#### b) Rejections of nominations or re-nominations

EWE is entitled to reject, or adjust 'pro rata', a nomination or renomination, and/ or confirmation of the nomination or re-nomination, that breaches the terms of the present *Contract*. A nomination or re-nomination that does not correspond with the agreed data format, or that cannot be processed automatically, will be rejected as a whole.

If the *Storage Customer* communicates no *Nominated Energy* to EWE, the value "zero" shall apply as *Nominated Energy* for the *hour* in question.

### 8.6. Over-/ Underrun of the contractual storage capacities

#### 8.6.1.

In the case that the maximum *Working Gas Capacity* is exceeded, EWE is entitled to reject *Nominated Injection Energy*.

In the case of exceeding the maximum *Working Gas Capacity* by the *Storage Customer* the rules under No. 4.4 apply.

#### 8.6.2.

In the case of underrun of the maximum *Working Gas Capacity* (= negative *Storage Level*) EWE is entitled to reject *Nominated Withdrawal Energy*.

### 8.6.3.

In the case of over- or underrun, the *Storage Customer* shall immediately take steps to ensure that the over- or underrun of the *Storage Level* is remedied by accepting *Withdrawal Gas* (in the case of overrun) or by providing *Injection Gas* (in the case of underrun) through *Nominated Energy*.

## 8.7. Communication

### 8.7.1. Basic provisions

The present *Contract* is subject to a regular review of its conformity with the generally accepted rules of technology, e.g. the DVGW rules relating to communication structures.

If, due to technical disturbances, one of the *Parties* is temporarily unable to use the communication structures installed, that *Party* shall immediately inform the other *Party* and take all reasonable measures to enable it to use the originally agreed communication structures.

### 8.7.2. Data formats and coding

The nominations between the *Parties* are exchanged in the DVGW standardised format for trade messages, NOMINT and NOMRES. The *Storage Customer* shall use the format NOMINT to declare natural gas with EWE at the *Delivery Point* during a defined period of time. To respond to the message sent by the *Storage Customer*, EWE shall use the message format NOMRES. All messages are exchanged according to the Coordinated Universal Time (UTC).

### 8.7.3. Exchange of information

Information exchanges take place via the following communication structures:

- ISDN-FTP
- MTS-Nom-Portal (Online nomination portal) (if ISDN-FTP not possible)
- E-Mail

The *Storage Customer* agrees to communicate to EWE in a timely manner the addresses, telephone numbers, email addresses, balancing group code, DVGW code, and shipper code, and any changes thereof and any other information, required for processing.

In cases of emergency, for example in the case of technical disturbances, and/ or technical transmission errors, documents may also be transmitted by email and/ or facsimile. The *Parties* shall provide each other with the names of their respective authorised contact persons for data transmission and for nominations, renominations, and confirmations.

### 8.7.4. Communication test

Prior to the exchange of nominations between the *Parties*, EWE shall carry out a communication test with the *Storage Customer*. In the communication test, EWE will test whether its communication requirements are met and whether the *Storage Customer* is able to transmit notices and messages concerning implementation to EWE and to receive such notices and messages from EWE and process them.

### 8.7.5. Edig@s designations

Edig@s Version No.:	to be agreed
Power unit:	kWh/h
Prefixes:	<i>Injection Gas</i> = positive <i>Withdrawal Gas</i> = negative
Contract name:	to be agreed
Shipper name:	to be agreed

### 8.8. Matching procedure

Matching takes place at the *Delivery Point*. For matching, the *Parties* shall use the rules of EASEE-gas CBP 2003-002-01 relating to the harmonisation of nomination and matching procedures.

### 8.9. Market area compatibility

The provisions made under No. 8 must be compatible with the requirements of the transmission system operator. If the transmission system operators' requirements relating to the provisions made under No. 8 change, the provisions made under No. 8 must be changed accordingly. Correspondingly, EWE is entitled to change the provisions made under No. 8, observing an announcement period of 8 weeks, in order to accommodate changes in the transmission system operators' requirements.

## 9. $P_{variable}$ in case of Reverse Flows

Due to the storage facility's operation mode, and the use of the storage service by various storage customers, *Reverse Flows* may be possible. After the end of each month in the *Service Period*, EWE will calculate the usage-based fee  $P_{variable}$  of all storage customers at the *Delivery Point*, taking into consideration *Reverse Flows* on a pro-rata basis (if applicable).

For the calculation of  $P_{variable}$  in the case of *Reverse Flows*, the *Allocated Injection Energy* of the *Storage Customer* will be reduced on a pro rata basis according to the relation of the total sum of all physically injected gas quantities to the total sum of all storage customers' total gas quantities allocated for injection at the same *Delivery Point* on an hourly basis.

Invoicing shall be performed in accordance with No. 12.1.

## 10. Delivery Point

*Delivery Point* is the entry/ exit point "Zone UGS EWE L-Gas" (21W000000000176) between the zone of the storage facilities UGS Nüttermoor L/ UGS Huntorf L and the transport network of the adjacent transmission system operator Gastransport Nord GmbH at which EWE provides the *Storage Service* to the *Storage Customer*.



The *Storage Customer* is responsible for booking transport capacities with the respective transmission system operator.

## **11. Maintenance, restriction of contractual obligations**

### **11.1. General**

EWE is entitled to temporarily restrict or suspend the *Storage Service* if necessary due to *Planned Maintenance* or *Extraordinary Maintenance* or due to hazards for persons and/ or technical systems.

To be informed immediately about Planned or Extraordinary Maintenance, please subscribe to the RSS Feed of the Storage Zone Nüttermoor L/ Huntorf L on the website of EWE (<https://b2b.ewe-gasspeicher.de/UnavailabilityReport/rss/21W0000000001075/>).

### **11.2. Planned Maintenance**

EWE shall plan and schedule *Planned Maintenance* for the *Service Period* and notify the *Storage Customer* of the period for *Planned Maintenance* (subject to change).

EWE shall preferably schedule *Planned Maintenance* for the time of the calendar months April to August, and shall endeavour to bundle the measures in such a manner that the annual measures do not exceed eight (8) *Gas Days*.

The *Storage Customer* will be informed in due time, if measures should be planned.

### **11.3. Extraordinary Maintenance**

If required by the TÜV, mining authority (Bergamt), or any other responsible authorities, for reasons of technical safety or legal reasons, EWE shall temporarily restrict or suspend the *Storage Service*. The same shall apply if the transmission system operator demands a downtime at the *Delivery Point* for safety, technical, or legal reasons. Additional measures arising during the *Service Period* due to amendments of existing, or the adoption of new laws, regulations or directives, may lead to additional restrictions during which the *Storage Service* is not fully or only partly available for the *Storage Customer*. All measures mentioned herein-above shall be deemed *Extraordinary Maintenance*. EWE shall inform the *Storage Customer* about the times for *Extraordinary Maintenance* as early as possible, accordingly.

In the event that the *Storage Service* is not available for more than 144 *Hours* due to *Extraordinary Maintenance*, the *Storage Fee* shall be reduced pro rata temporis for any additional *Hours* of non-availability (e.g. for 150 *Hours* of non-availability during the *Service Period* the *Storage Fee* shall be reduced pro rata temporis by 6 *Hours* relating to the *Maximum Available Hours* of the *Service Period* after deduction of the interruptions referred to in No. 6.2).

#### **11.4. Hazards for persons and/ or technical systems and equipment**

Furthermore, EWE is entitled to temporarily restrict or suspend the *Storage Service* if necessary due to hazards for persons and/ or technical systems and equipment, without constituting a case of *Planned Maintenance*. EWE shall inform the *Storage Customer* accordingly as promptly as possible, except in cases of imminent danger.

#### **11.5. Deviations from the permitted Nominated Energy**

If, in the cases of Nos. 11.1 to 11.4 herein-above, the *Storage Service* is not or only partly available the *Storage Customer* is entitled, contrary to No. 3, only to nominate *Nominated Withdrawal* or *Nominated Injection Energy* that ranges within the restrictions of the *Storage Service* notified by EWE.

#### **11.6. Term and scope of restrictions**

EWE shall endeavour within its operational possibilities to restrict the duration and the scope of restrictions under Nos. 11.1 to 11.4 to the necessary extent and thus minimise restrictions of the *Storage Service*. EWE shall inform the *Storage Customer* as early as possible.

### **12. Invoicing and payment**

#### **12.1. Monthly invoicing**

By the eighth working day of the *Month M* the *Storage Customer* shall receive an invoice from EWE that contains

- a) the monthly instalment of the *Storage Fee* under No. 4.1 for the *Storage Service* to be performed in the *Month M*, and
- b) the usage-based fee  $P_{variable}$  under No. 4.2, taking into account *Reverse Flows* according to No. 9, for the *Month M-1*, and
- c) the usage-based fee  $P_{interruptible\ capacity}$  for the usage of *Injection Capacity<sub>interruptible</sub>* and / or *Withdrawal Capacity<sub>interruptible</sub>* under No. 4.3 for the *Month M-1*, and
- d) the fee for exceeding the maximum *Working Gas Capacity* under No.4.4.

#### **12.2. Invoicing at the end of the Service Period**

By the eighth working day from the end of the *Service Period* the *Storage Customer* shall receive from EWE any credit notes (e.g. *Availability<sub>ServicePeriod</sub>*) and invoices, if so determined, for the expired *Service Period*.

#### **12.3. Processing**

The invoices shall be sent to the *Storage Customer* by email.

The *Storage Customer* shall pay the invoices so that the amount to be transferred is credited for EWE's benefit to the account designated by EWE on the date of the fifteenth working day of the month M of invoicing.

The amounts payable by the *Storage Customer* to EWE shall be transferred to the following account:

Oldenburgische Landesbank AG  
IBAN: DE33 2802 0050 1449 8018 00  
SWIFT-BIC: OLBO DE H2 XXX

If a payment is not made at the due date EWE is entitled to charge interest according to Sect. 288 II BGB (German Civil Code). EWE's additional claims based on late payment shall not be affected. In particular, EWE is entitled to terminate the *Contract* with immediate effect if the *Storage Customer* fails to fully or partly pay the amount invoiced by EWE despite having received a reminder/ warning notice setting a reasonable time-period for payment.

All invoices under the present *Contract* shall be issued by EWE – regardless of which *Party* is the creditor – and transmitted to the *Storage Customer*. The invoices shall contain all information that is justifiably necessary to enable the *Storage Customer* to verify the accuracy of the invoice.

Objections against the accuracy of an invoice shall be raised immediately, in any case no later than four weeks from receipt of the invoice. Objections relating to defects that cannot be discovered by the *Storage Customer* through no fault of his own, may be raised after the end of the time limit set herein-above immediately upon the *Storage Customer* gaining knowledge of the cause for objection.

Objections against invoices, except in the case of obvious errors (e.g. errors in calculation), do not entitle the *Storage Customer* to suspend, reduce, or refuse, payment. If such objections are justified they shall merely create a right of refund.

The *Storage Customer* may set off – whatever the legal cause - EWE's receivables arising under the present *Contract* with his own rights, or claim a retention right, only if and inasmuch as his claims are undisputed or res judicata.

The place of performance for payments shall be EWE's registered offices.

#### **12.4. Taxes**

All fees charged under the present *Contract* are net fees in addition to which value-added tax, if applicable, is charged at the applicable tax rate which shall be borne by the *Storage Customer*. The same applies to any energy tax levied.

An invoice shall be paid by the *Storage Customer* in such a manner that EWE will have the money at its free disposal.

### **13. Interruption of Services in case of breach of Contract**

EWE is entitled to suspend the *Storage Service* at the *Delivery Point* if the *Storage Customer* breaches the present *Contract* through his fault to a not insignificant degree. This shall be the case particularly if a payment obligation is not fulfilled despite a reminder/ warning notice.

The afore-said shall however not apply if the consequences of suspension are out of proportion to the gravity of the breach, or if the *Storage Customer* demonstrates in a suitable manner that there is sufficient prospect of the fulfilment of his obligations or if the *Storage Customer* raises justified objections against an invoice issued by EWE. Together with the reminder/ warning notice, EWE may threaten to suspend the provision of *Storage Services* unless out of proportion to the gravity of the breach.

The *Storage Customer* shall be warned at least one week in advance, stating the reasons, of the suspension of the provision of the *Storage Service* at the *Delivery Point*.

EWE shall immediately recommence the provision of the *Storage Service* at the *Delivery Point* as soon as the reasons for suspension cease to apply. The *Storage Customer* shall compensate EWE for any damage caused by justified suspension.

### **14. Force Majeure**

If one of the *Parties* is unable to perform its contractual obligations through *Force Majeure* it shall be released from its contractual obligations to the extent, and for the time, that the *Force Majeure* presents an obstacle to performance; this shall not apply in the case of being prevented from meeting a payment obligation. The other *Party* is released from its counter-performance obligations if and inasmuch as the *Party* is prevented from fulfilling its contractual obligations as a result of *Force Majeure*.

*Force Majeure* is an external extraordinary occurrence that impacts performance from the outside, that is unforeseeable, and that cannot be prevented, or prevented in a timely manner, despite applying reasonable care and prudence and reasonable technical and economic means. It includes, for example, natural events, natural disasters, war, explosions, fire, terrorist attacks, strikes, and lockouts, provisions of law, or government, court, or official, measures, regardless of their lawfulness.

The *Party* affected shall inform the other *Party* immediately of the reasons and the prospective duration – provided such information is available – of the *Force Majeure* event. It shall endeavour with all reasonable technical and economic means to restore the conditions required for meeting its contractual obligations as rapidly as possible.

If, as a result of an event of *Force Majeure*, one of the *Parties* is prevented from, or substantially impaired in, the performance of its contractual obligations for a period of six successive months from the beginning of the *Force Majeure* event, each of the *Parties* is entitled to terminate the *Contract*. Termination shall become effective on the date of receipt of the written notice of termination.

## 15. Liability

The *Parties* shall be liable for damage from injuries to life, health, or the body, provided they are caused by the *Party* itself, or by its statutory representatives, auxiliary or vicarious persons.

Otherwise, the *Parties* shall be liable only if the damage is caused wilfully or through gross negligence by the *Party* itself, its statutory representatives, or its auxiliary or vicarious agents. In the case of slight negligence, the *Parties* shall be liable only in the case of breaches of essential contractual obligations (cardinal obligations). In this case, liability is limited to the damage that is typical for this type of contract and that is foreseeable at the time of the conclusion of the contract. Essential contractual obligations (cardinal obligations) for the purpose of the present *Contract* means obligations that if breached put the purpose of the contract at risk because one of the *Parties* is thereby divested of rights or because rights are limited that *Party* is granted by other *Party* specifically on account of the contents and the purpose of the contract. EWE's liability for indirect damage, e.g. for lost profits, losses in production, or for any other indirect damage, is excluded.

The terms set forth hereinabove shall apply also to the benefit of the statutory representatives, employees, and workers, and the auxiliary and vicarious persons of the *Parties*.

Liability under the mandatory provisions of the German Liability Act, and under other mandatory liability regulations, shall not be affected.

Each *Party* shall notify the other *Party*, respectively, of any damage and shall fulfil its obligation to minimise damage.

## 16. Secondary marketing

The *Storage Customer* shall be entitled to allow third parties to use the *Storage Service*. In this case, the *Storage Customer* shall nevertheless continue to be EWE's contracting partner and shall continue to be obliged to fulfil the obligations resulting from the *Contract*, in particular the payment of fees, the furnishing of securities, and the operative management of the *Contract*.

The *Storage Customer* informs EWE in due time and in written form about the transfer of the *Storage Service* to a third party, providing the name and the contact data of the third party as well as the transfer period of the *Storage Service*.

## 17. Assignment of rights and obligations

Each of the *Parties* is entitled to fully assign its rights and obligations created under the present *Contract* to third parties. Such assignment is permitted solely subject to the express prior consent of the other *Party*. Such consent may be withheld only if the third party offers no secure guarantee for the performance of the present *Contract*.

Such consent shall be granted if the rights and obligations are to be transferred to an *Associated Company* as defined under Sections 15 et seq. of the German Stock Corporation Act and if this company provides a secure guarantee for the performance of the *Contract*.

In the case of a fully assignment of all rights and obligations under this *Contract* to third parties, a transmission fee in the amount of XX EUR per assignment will be charged.

## **18. Transfer of Working Gas**

The *Storage Customer* is entitled to transfer (transferring storage customer) *Working Gas* to another storage customer and/ or to receive (receiving storage customer) *Working Gas* from another storage customer of the storage zone Nüttermoor L/ Huntorf L.

If the *Storage Customer* intends to transfer *Working Gas* to another storage customer, the *Transferring Storage Customer* has to ensure that the *Working Gas* to be transferred is available in the *Storage Level*. For a planned reception of *Working Gas* from another storage customer, the *Receiving Storage Customer* has to ensure sufficient free *Working Gas Capacity* in the *Storage Level*. An overrun and/ or underrun of the *Storage Level* according to No. 8.6 is not allowed.

The *Storage Customer* has to inform EWE in due time about the planned transfer of *Working Gas*. For a binding transfer of *Working Gas*, a trilateral agreement between the *Transferring Storage Customer* and the *Receiving Storage Customer* and EWE has to be signed.

The effective date of a transfer of *Working Gas* can be every *Gas Day* (06:00 h) within the contract period. On the effective date the *Storage Level* of the *Transferring Storage Customer* will be reduced and the *Storage Level* of the *Receiving Storage Customer* will be increased by the agreed amount of *Working Gas*.

The fee for a transfer of *Working Gas* is XX EUR which has to be paid by the *Transferring Storage Customer*. No  $P_{variable}$  arises for the *Receiving Storage Customer* due to a transfer according to No. 4.2.

## **19. Severability clause**

In the event that the provisions of the present *Contract* are or become partly or fully invalid or impracticable, or subsequently lose their validity or practicability, the validity of the remaining provisions of the *Contract* shall not be affected. The invalid or impracticable provisions shall be deemed replaced by provisions that come as close as possible to the intention of the *Parties*, or the intention the *Parties* would have had they considered this point in terms of the validity and practicability at the time of conclusion of the *Contract*. The same shall apply in the case of a lacuna in the *Contract*.

## 20. Written form

Amendments of, additions to and the cancellation, of the present *Contract* shall be effective only if in writing. The same shall apply to the amendments of, additions to and the cancellation of the present clause requiring the written form.

## 21. Applicable law and arbitration tribunal

The present *Contract*, its implementation, and interpretation, are governed by the laws of the Federal Republic of Germany.

The application of the uniform law governing the international purchase of movable objects and the law governing the conclusion of international purchase contracts for movable objects is excluded.

The *Parties* shall use their best endeavours to settle all disputes arising under the present *Contract* in relation to its validity or in connection with the *Contract*, amicably.

Disputes arising under the present *Contract* that cannot be settled amicably as provided herein-above, shall be decided by an arbitration tribunal under the Arbitration Rules of the German Arbitration Institute (Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V.), excluding recourse to the ordinary courts.

The arbitration tribunal shall be composed of three members. One of the members shall chair the tribunal as chairman. The chairman must be qualified to hold judicial office. The Arbitration Tribunal is created by appointment of one of the arbitrators by the prosecuting *Party*, stating the subject matter of the dispute and inviting the other *Party* to appoint the other arbitrator, and by the appointed arbitrators electing the chairman. If one of the *Parties* fails to respond to the invitation to appoint an arbitrator within four weeks, the inviting *Party* may request the President of the Higher Regional Court (Oberlandesgericht) of Oldenburg to propose an arbitrator; the proposal is binding upon the *Parties*. If the arbitrators fail to elect the chairman within four weeks, the President of the Higher Regional Court of Oldenburg shall be requested to propose a chairman; the proposal is binding upon the *Parties*.

The place of arbitration is Oldenburg, the responsible court as defined under Sect. 1062 (I) German Code of Civil Procedure (ZPO) is the Higher Regional Court of Oldenburg. Otherwise, the statutory provisions relating to arbitration proceedings shall apply.

## 22. Term

The present *Contract* is effectively entered into and concluded between the *Parties* by signing and it ends 1 April YYYY+1, 06:00 h.

In the event that after the end of the *Service Period* obligations that are relevant to the present *Contract* still continue to be effective, the *Parties* shall fulfil them after the end of the present *Contract*.

## 23. Confidentiality

The *Parties* agree to treat the contents of the present *Contract* and all information received in connection with the implementation of the *Contract* confidentially and not make them accessible to any third party, unless required for due and proper implementation, including the approval of the *Contract* by the *Parties'* supervisory boards, or in connection with financing transactions, and in connection with negotiations about the acquisition of an interest in one of the *Parties* with serious prospective buyers. If information is passed on, such disclosure shall be limited to the extent required to achieve the aforementioned exceptions and said third parties shall commit themselves to maintain the confidentiality of the information received. Each of the *Parties* is entitled to pass on confidential information if it is obliged to do so on the grounds of statutory obligations and official or judicial disclosure orders. Information may be disclosed only to the extent specified in the order and under the condition that the information is marked as confidential. The obligation to maintain confidentiality shall be effective for a period of three years from the end of the present *Contract*.

## 24. Contact data

Operational: 24/7 storage dispatching

Telephone: +49 (0) 441 36156-203  
Fax: +49 (0) 441 36156-349  
E-Mail: dispatching-gas@ewe-netz.de

Contractual:  
EWE GASSPEICHER GmbH

Telephone: +49 (0) 441 35010-0  
Fax: +49 (0) 441 35010-109/209  
E-Mail: speicher@ewe.de

Operational:  
[Storage Customer]

Telephone:  
Fax:  
E-Mail:



Contractual:  
[Storage Customer]

Telephone:  
Fax:  
E-Mail:

Oldenburg, ..... ..

EWE GASSPEICHER GmbH

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