



Appendix GTC 4: Supplementary Terms and Conditions to the General Terms and Conditions of OPAL Gastransport GmbH & Co. KG

valid for services from 1. July 2014

Note:

The validity of § 7 (2) of these Appendix 4 “Supplemental Terms and Conditions of the General Terms and Conditions of the OPAL Gastransport GmbH & Co. is under the express reservation of the change in the OPAL exemption decision (BK7-08-009) going into force pursuant to the tenor set forth in the public-law compromise agreement between the Federal Network Agency, OPAL Gastransport GmbH & Co. KG, OAO Gazprom and OOO Gazprom Export dated 31 October 2013. (http://www.bundesnetzagentur.de/cln_1911/DE/Service-Funktionen/Beschlusskammern/1BK-Geschaeftszeichen-Datenbank/BK7-GZ/2008/2008_001bis100/BK7-08-009_BKV/Ver%C3%B6ffentlichung_Aktuelles.html) after completing the consultation procedure of the European Commission (http://ec.europa.eu/energy/infrastructure/exemptions/doc/exemption_decisions.pdf).

Clause 1 Incorporation of entry and exit points to a balancing group

- (1) To use Day-Ahead capacity, shippers shall incorporate entry and exit points during the booking process via the primary capacity platform jointly operated by the transmission system operators to a balancing group.
- (2) In order to make balancing groups available for incorporating entry and exit points on the primary capacity platform jointly operated by the transmission system operators shippers shall notify the balancing group to OPAL in written form one (1) working in advance.

Clause 2 Limited allocable capacity

- (1) In addition to the capacity products pursuant to section 9 of the GTCs, OPAL shall also offer limited allocable capacities.
- (2) The limited allocable entry capacity shall enable network access on a firm basis from the booked entry point to one or more agreed exit points. It shall not be allowed to use the virtual trading point. The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour. Where the shipper withdraws quantities at exit points other than those defined or at variance with the provision in sentence 2 (hereinafter referred to as "Variance"), the limited allocable entry capacity in the amount of the Variance shall be usable on an interruptible basis.
- (3) The limited allocable exit capacity shall enable network access on a firm basis from one or more agreed entry points up to the booked exit point. It shall not be allowed to use the virtual trading point. The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour. Where the shipper injects quantities at entry points other than those defined or at variance with the provision in sentence 2, the limited allocable exit capacity in the amount of the Variance shall be usable on an interruptible basis.

Clause 3 Dynamically allocable capacities

- (1) In addition to the capacity products pursuant to section 9 of the GTCs, OPAL shall also offer dynamically allocable capacities.
- (2) The dynamically allocable entry capacity shall enable network access on a firm basis from the booked entry point to one or more agreed exit points. The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour. Where the shipper withdraws quantities at exit points other than those defined or at variance with the provision in sentence 2, the dynamically allocable entry capacity in the amount of the Variance shall be usable on an interruptible basis.
- (3) The dynamically allocable exit capacity shall enable network access on a firm basis from one or more agreed entry points up to the booked exit point. The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour. Where the shipper injects quantities at entry points other than those defined or at variance with the provision in sentence 2, the dynamically allocable exit capacity in the amount of the Variance shall be usable on an interruptible basis.

Clause 4 Announcement of the portfolio of capacities

Information about the data format of the announcement of the portfolio of capacities to be submitted in accordance with Section 12 Item 15 of the GTCs will be given upon request.

Clause 5 Additional Nomination Modes

Additional to the standard nomination mode according to Section 13a Item 2 sentence 6 of the GTC, OPAL offers additional nomination modes on demand.

Clause 6 Transfer of Capacity Contracts

Transfers of entry or exit contracts to a third party pursuant to Section 19 Item 1 and 3 GTC are only effective in relation to OPAL if they are communicated to OPAL no later than five (5) working days in advance in accordance with Section 40 Item 1 GTC or submitted for approval and approval is granted.

Clause 7 Tariffs

- (1) The capacity tariff [€/kWh/h/a] shall be the price to be paid by the shipper in accordance with the currently valid OPAL TARIFF INFORMATION for entry capacity at an entry point or for exit capacity at an exit point.
- (2) Notwithstanding the provisions for adapting tariff in § 25 of the GTCs, OPAL shall be entitled and obliged to adapt the capacity tariff agreed in conformity with the valid OPAL TARIFF INFORMATION for providing firm freely allocable capacities and firm dynamically allocable capacities provided that and to the extent that OPAL is obliged to said adjustment pursuant to subitem 1 lit. d) cc) of the tenor of the ruling of the Federal Network Agency dated 25 February 2009 to file reference BK7-08-009 in the version of the public-law settlement agreement dated 31 October 2013 concluded with the Federal Network Agency. Any adjustment may only be made as per 1 January or 1 July of a year and taking effect for the future. OPAL shall notify the shipper without delay in text form on the adjusted capacity tariff. § 25 Subitem 4 of the GTC shall apply if the adjustment causes higher tariffs.

Clause 8 Rendering of Accounts and Payment

- (1) The provision of entry and exit capacity shall be invoiced in advance in monthly instalments, at tariffs in accordance with the OPAL TARIFF INFORMATION. The invoicing of entry and exit capacity which has been booked after the invoicing in accordance to Sentence 1 shall be settled separately ex post. The shipper shall make said payments by the tenth (10th) working day following receipt of the invoice.

- (2) The increased tariff for capacity overrun in accordance with Section I, Item 4 of the OPAL TARIFF INFORMATION shall be billed on a monthly basis in arrears. The shipper shall make said payments by the tenth (10th) working day following receipt of the invoice.
- (3) The place of performance for payments shall be the administrative headquarters of OPAL. Payments shall be deemed to have been made in a timely manner if the amounts in question have been credited to an account of OPAL within the periods specified in this Clause.

This document is a convenience translation of the German original. In case of discrepancy between the English and the German versions, the German version shall prevail.