

Supplementary Terms and Conditions of OPAL NEL TRANSPORT GmbH

Preamble

On **26 May 2011**, OPAL NEL TRANSPORT GmbH (hereinafter referred to as “OPAL NEL TRANSPORT”) joined the agreement in respect of cooperation, pursuant to section 20 (1 b) of the *Energiewirtschaftsgesetz* (German Energy Industry Act – EnWG), between the operators of gas supply networks located in Germany, dated 29 July 2008 (hereinafter referred to as the “Cooperation Agreement”).

OPAL NEL TRANSPORT thereby recognizes as binding the Entry/Exit General Terms & Conditions (entry/exit system) agreed as Appendix 1 to the Cooperation Agreement as last amended on 30 June 2011, and has published them accordingly as General Terms and Conditions.

Where Appendix 1 of the Cooperation Agreement makes provision for addenda or specifications by the respective network operator, OPAL NEL TRANSPORT avails itself thereof with this “Appendix GTC 3”. Where this “Appendix GTC 3” is in conflict with the provisions set forth in Appendix 1 of the Cooperation Agreement, the provisions of Annex 1 of the Cooperation Agreement shall take precedence.

Clause 1 Communication Test

- (1) The transport customer shall ensure that the balancing group manager designated by it requests, from OPAL NEL TRANSPORT, a communication test pursuant to Clause 6 (3) of the GTC no later than 10 working days prior to the day of the first nomination. The prerequisite for passing the communication test shall be the balance group manager’s 24-hour accessibility on each gas day.
- (2) As part of the communication test, OPAL NEL TRANSPORT shall examine whether the balancing group manager is able to send messages and notifications relating to the handling of the transports to OPAL NEL TRANSPORT and to receive such messages and notifications from OPAL NEL TRANSPORT.
- (3) OPAL NEL TRANSPORT shall inform the balancing group manager of the outcome of the communication test.

Clause 2 Bundled Booking Points

- (1) If a transport customer, who has entered into exit agreements and hence corresponding entry agreements pursuant to Clause 8 (1) of the GTC, requests, pursuant to Clause 8 (2) sentence 3 of the GTC, that its agreements be converted to bundled capacity agreements, the following shall apply: If at least one of the entry and exit agreements to be converted involves unbundled interruptible capacity, conversion shall be made as a whole into entry and exit agreements for bundled interruptible capacity. In this case, the contract date of the entry and exit agreement for unbundled interruptible capacity with the latest conclusion date shall apply to determination of the chronological sequence of the interruption pursuant to Clause 29 (4) of the GTC.
- (2) In the event of the marketing of bundled capacities pursuant to Clause 1 (2) of the GTC, the auction mark-up or the total price of day-ahead capacities shall be distributed between the transmission system operators at the bundled booking point. OPAL NEL

TRANSPORT shall bill the transport customer for the portion of the auction mark-up or total price in respect of day-ahead capacities attributed to OPAL NEL TRANSPORT. OPAL NEL TRANSPORT shall be entitled to change the distribution of the auction mark-up or the total price in respect of day-ahead capacities in future; any such change shall be made in consultation with the respective other transmission system operator.

Clause 3 Capacity Products

- (1) In addition to the capacity products pursuant to Clause 9 of the GTC, OPAL NEL TRANSPORT 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 transport customer withdraws quantities at exit points other than those defined or at variance with the provision in sentence 2 (hereinafter referred to as "Variance"), 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 transport customer injects quantities at entry points other than those defined or at variance with the provision in sentence 2 (hereinafter referred to as "Variance"), the dynamically allocable exit capacity in the amount of the Variance shall be usable on an interruptible basis.

Clause 4 Nomination Process

- (1) Where nominations are required, the transport customer or a third party designated by it shall nominate the gas quantity to be transported and specify the transport period to OPAL NEL TRANSPORT. Nominations shall contain notifications in respect of the quantity to be transported within particular periods for particular points.
- (2) OPAL NEL TRANSPORT shall, after examining the contractual parameters and, where applicable, following synchronization with the neighbouring network operators, confirm the nomination. OPAL NEL TRANSPORT may reject the nomination if contractual parameters are not adhered to or the nomination is incomplete.
- (3) The respective provisions of DVGW Code of Practice G 2000 shall apply to the following forms of nomination:
 - Long term nominations at points at which nominations are required,
 - weekly nominations at points at which nominations are required,
 - daily nominations at storage facilities and at ultimate consumers and
 - renominations at storage facilities and at ultimate consumers.

The provisions of Clause 12 of the GTC shall apply to daily nominations and renominations at market area transition points and border crossing points.

- (4) As a rule, daily nominations shall be required.



Clause 5 Prices

The capacity price [€/kWh/h/a] shall be the price to be paid by the transport customer in accordance with the currently valid OPAL NEL TRANSPORT TARIFF INFORMATION for entry capacity at an entry point or for exit capacity at an exit point.

Clause 6 Rendering of Accounts and Payment

- (1) The provision of entry and exit capacity shall be invoiced in advance in monthly instalments, at prices in accordance with Section 1, Item 1 and 2, and Section II and III of the OPAL NEL TRANSPORT TARIFF INFORMATION. The transport customer shall make said payments by the 10th working day following receipt of the invoice.
- (2) The increased fee for capacity overrun in accordance with Section I, Item 3 of the OPAL NEL TRANSPORT TARIFF INFORMATION shall be billed on a monthly basis in arrears. The transport customer shall make said payments by the 10th working day following receipt of the invoice.
- (3) The place of performance for payments shall be the administrative headquarters of OPAL NEL TRANSPORT. 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 NEL TRANSPORT within the periods specified in this Clause.

Clause 7 Miscellaneous

- (1) All specifications of time shall refer to local time in Germany.
- (2) Unless otherwise provided for, the specified sets of rules of DIN, ISO, EN, CEN and DVGW, as amended, shall apply.

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.