



**Terms and Conditions for the Invitation to Tender for the Sale and
Supply of Fuel Gas Quantities
for GASCADE Gastransport GmbH, Kassel**

(hereinafter referred to as “Invitation to Tender Conditions”)

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Preamble

GASCADE Gastransport GmbH, Kassel (hereinafter referred to as "GASCADE"), is conducting an invitation to tender in order to procure fuel gas quantities in the form of natural gas (high CV quality). These Invitation to Tender Conditions form the legal basis for the participation of natural gas traders (hereinafter referred to as the "Fuel Gas Seller(s)") in GASCADE's invitation to tender procedure.

The same applies to the Invitation to tender for fuel gas quantities for OPAL Gastransport GmbH & Co. (hereinafter referred to as "OGT"), which GASCADE is carrying out as the service provider on behalf of OGT.

The fuel gas quantities tendered as part of this invitation to tender procedure shall be sold and supplied accordingly to GASCADE and OGT on the basis of a supply contract for the fuel gas to be concluded separately for each company (hereinafter referred to as "Master Agreement"). GASCADE and OGT are also referred hereinafter together or individually as "transmission system operators". Fuel gas quantities for GASCADE and OGT are (high CV quality) tendered exclusively in the form of natural gas.

Section 1: Subject matter of the Invitation to Tender Conditions

- (1) These Invitation to Tender Conditions define in particular the procedure for, and the requirements for Fuel Gas Sellers to take part in, the invitation to tender relating to the sale, supply and commercial processing/accounting of fuel gas quantities based on the principle of full supply. "Full supply" denotes the procurement and supply of fuel gas quantities to cover the entire demand of the transmission system operator without prior definition of the quantity and with the Fuel Gas Seller assuming the balancing risks. The Fuel Gas Seller must assume any rights and obligations of a balancing group manager for the balancing of the exit point.
- (2) The offer made by the Fuel Gas Seller shall be based on the Master Agreement relating to the sale, supply and balancing of fuel gas quantities and a data and price sheet as an Annex to the Master Agreement (hereinafter referred to as "Data and price sheet"), which the respective transmission system operator will conclude with the Fuel Gas Seller awarded a contract. The "Data and price sheet" to the Master Agreement defines in particular the pricing of the fuel gas quantities to be procured and the exit points. "Exit point" denotes the offtake point at which the fuel gas quantities are needed. The actual fuel gas quantity needed will then be purchased through offtake at the exit point and on the basis of the fuel gas quantities allocated by THE to a balancing group of the Fuel Gas Seller.
- (3) The invitation to tender procedure is divided into the pre-qualification phase, tender and bidding phase, and contract award phase.

Section 2: Pre-qualification phase

- (1) The pre-qualification phase shall commence after publication of these Invitation to Tender Conditions on **10 August 2022**. It shall end with GASCADE's admission of a Fuel Gas Seller as a bidder in accordance with (9) sentence 1 of this Section 2 or rejection of a Fuel Gas Seller in accordance with (9) sentence 2 of this Section 2. The admission or rejection of a Fuel Gas Seller as a bidder relates to the submission of

offers by the Fuel Gas Seller and inclusion of them by GASCADE in the invitation to tender within the tender and bidding phase.

- (2) The Fuel Gas Sellers are obliged to submit all the documents required for pre-qualification in accordance with (5) of this Section 2 by no later than **12 noon CET on 24 August 2022**. The Fuel Gas Seller shall bear the risk in transmitting the documents. Successfully pre-qualified Fuel Gas Sellers shall be given authorisation to submit offers within the tender and bidding phase and be informed accordingly. Fuel Gas Sellers who have failed to pre-qualify shall not be authorised for the subsequent procedure and shall likewise be informed accordingly.
- (3) Admission as a bidder in accordance with (1) sentence 3 of this Section 2 shall apply to any other tender and bidding phases carried out in the **calendar year 2022** by GASCADE itself or by GASCADE on behalf of other transmission system operators for the procurement of fuel gas quantities if the Fuel Gas Seller consents to further invitations to tender by giving a written declaration in accordance with (5) a) of this Section 2 and GASCADE does not revoke its admission as a bidder in the meantime. Admission as a bidder can be revoked at any time if there is good cause or if there is a change to the requirements demanded of Fuel Gas Sellers for being admitted to a new invitation to tender procedure. Good cause shall exist in particular if the Fuel Gas Seller has knowingly made false statements or has submitted incorrect documents and if the Fuel Gas Seller no longer meets the requirements for a successful pre-qualification.
- (4) If a Fuel Gas Seller is rejected as a participant in the invitation to tender procedure, it can gain admission as a bidder at any time up to the end of the bidding phase by taking part in a pre-qualification phase again and successfully completing it. In order to be able to take part in a pre-qualification phase, there must be a demonstrable change in the circumstances on the part of the Fuel Gas Seller compared to those examined in the previous pre-qualification phase.
- (5) The Fuel Gas Seller shall submit the following documents to GASCADE in order to be admitted as a bidder:
 - a) A written declaration from the fuel gas seller in accordance with Annex 1.
 - b) A fully completed registration and compliance questionnaire from GASCADE (Annex 2) and OGT (Annex 3) with information about the company and the management;
 - c) An up-to-date excerpt from the commercial register or, in the case of non-German Fuel Gas Sellers, appropriate documents in German or English which is or are not older than three months (a relevant certified translation is to enclose, in case the originals are not German or English), a list of shareholders if the Fuel Gas Seller or a shareholder of the Fuel Gas Seller has the legal form of a limited liability company (GmbH), and audited annual financial statement documents (balance sheet, income statement, statement of cash flows, and management report) for the last completed fiscal year.
 - d) A list of contact data to enable initiation of the data communication required for operational handling and other additional company information (bank details, tax number, etc.).
- (6) The Fuel Gas Seller shall immediately report any changes to GASCADE to the documents specified in (5) of this Section 2 during the entire invitation to tender procedure.



(7) GASCADE shall conduct a credit check on the basis of the documents submitted by the Fuel Gas Seller pursuant to (5) of this Section 2 and shall inform the Fuel Gas Seller about the results of the credit check.

In principle, the Fuel Gas Seller shall be classified in a risk category on the basis of the published credit rating of the agencies Creditreform and Dun & Bradstreet (D&B) or a similar agency, as follows.

Risk category	D&B Risk Indicator	Creditreform (Creditreform credit index score 2.0) Risk Class	Assessment of creditworthiness
A: low risk	1 to 3	I-II	appropriate
B: higher risk	> 3	> II	not appropriate

If there are multiple credit ratings/classifications, the credit rating or classification reflecting the greatest risk shall be authoritative in determining the risk category.

Irrespective of the assessment by the rating agencies, GASCADE remains free in any event in its assessment of the creditworthiness of the Fuel Gas Seller. GASCADE therefore reserves the right to reclassify the Fuel Gas Seller into another risk category especially if the annual financial statement documents submitted by the Fuel Gas Seller reveal a different assessment to that communicated by D&B and/or Creditreform. The credit check may also be negative, if based on actual indications GASCADE has justified doubts that the Fuel Gas Seller has sufficient creditworthiness and/or will fulfil its contractual obligations. Moreover, GASCADE shall be authorised to reclassify the Fuel Gas Seller into another risk category throughout the invitation to tender procedure if necessary due to changes reported in accordance with (6) of this Section 2. GASCADE shall always give the Fuel Gas Seller opportunity to state its view in brief in the event of reclassification.

GASCADE likewise reserves the right to make the admission of the Fuel Gas Seller dependent on the provision of security by the end of the tender and bidding phase in accordance with (10) of this Section 2.

- (8) The minimum communication requirements needed for operational handling shall be deemed to have been fulfilled
 - (a) if the Fuel Gas Seller can be reached every business day during normal business hours at a central point of contact with staff that can speak German or English (contact persons). The point of contact must be able to be reached by phone under just one telephone number and at least one further communication channel (email or fax) and
 - (b) if the Fuel Gas Seller has a balancing group that is valid for the term of the agreement in the THE market area in which GASCADE consumption points can be included as RLM exit points.

“Business days” are all days that are not Saturdays, Sundays or public holidays in Germany. If a day is a public holiday in one German federal state, it shall be regarded as a public holiday nationwide. 24 December and 31 December shall be regarded as public holidays every year.

- (9) If a Fuel Gas Seller has submitted the documents specified in (5) of this Section 2 in full and on time and fulfils the requirements defined in (7) and (8) of this Section 2, GASCADE shall admit the Fuel Gas Seller as a bidder and send it the Master Agreement in accordance with Section 1 (2) so that the Fuel Gas Seller can sign it. After successful pre-qualification, GASCADE shall provide the Fuel Gas Seller with the historical offtakes for the period from January 2020 to July 2022.

If the Fuel Gas Seller has not fulfilled the requirements under the above sentence, GASCADE shall notify the Fuel Gas Seller applying to participate that it has been rejected and shall return the submitted documents.

- (10) If the Fuel Gas Seller does not have sufficient creditworthiness, the latter can be guaranteed by adequate security which is to be provided to the respective transmission system operator when a corresponding Master Agreement is concluded.

In this case, the Fuel Gas Seller must provide security for fulfilling the contract in the form of cash security or by means of a suretyship or corporate surety in accordance with the respective requirements specified for this purpose in the Master Agreement.

- (11) The amount of security is determined by the amount of the risk specified below for the respective transmission system operator if the contract is not fulfilled properly by the Fuel Gas Seller, namely:

for GASCADE: €50,000

for OGT: €130,000

- (12) If security is required for the admission of the Fuel Gas Seller in accordance with Section 2 (1) sentence 3, the Fuel Gas Seller must assure the security, in the event that a Master Agreement on supplying a transmission system operator with fuel gas is concluded, with an unconditional declaration subject to German law that the security shall be provided immediately after notifying the Fuel Gas Seller of the award of the contract within the tendering process for the supply of fuel gas quantities to the respective transmission system operator, but by no later than 14 calendar days following the conclusion of the corresponding master agreement, namely

- in the case of cash security, by presenting a corresponding declaration issued by a bank or insurer duly authorised to operate in the Federal Republic of Germany, or a German bank that is part of the German savings and cooperative bank sector (financial commitment), or

- in the case of a suretyship or corporate surety, by presenting a corresponding declaration issued by the guarantor or the party furnishing the security, who meets the requirements specified for the guarantor or the party furnishing the security in specified in accordance with Article 10 (5) of the Master Agreement.

- (13) The original copies of the declarations in accordance with (12) must be received by GASCADE by no later than the end of the tender and bidding phase in accordance with Section 3 (1). The Fuel Gas Seller shall bear the risk in transmitting the documents. If the assurance is not provided in time, the Fuel Gas Seller will not be admitted to the tender and bidding phase.



- (14) GASCADE reserves the right to demand other or additional security to cover the credit risk at any time if the Fuel Gas Seller is subsequently reclassified into another risk category in accordance with (7) of this Section 2 during the invitation to tender procedure.

Section 3: Tender and bidding phase

- (1) The pre-qualification phase is followed by the tender and bidding phase. The tender and bidding phase shall commence on **24 August 2022** and last until **12 noon CET on 6 September 2022**.
- (2) During the tender and bidding phase, the potential Fuel Gas Sellers are requested to submit an offer for concluding a Master Agreement with the respective transmission system operator and a "Data and price sheet" as corresponding annex to the Master Agreement in accordance with Section 1 (2). The offer may only be submitted by those Fuel Gas Sellers who have been admitted as bidders in accordance with Section 2 (9) sentence 2 at the time of contract award as specified in Section 4 (2) and whose admission as a bidder has not been subsequently revoked in accordance with Section 2 (3).
- (3) In the tender and bidding phase in accordance with (1) of this Section 3, the Fuel Gas Sellers defined in accordance with (2) of this Section 3 can issue a binding offer for the sale, supply and commercial processing/accounting of fuel gas quantities. An offer shall be submitted to the respective transmission system operator by way of sending a corresponding legally effective signed Master Agreement and a corresponding legally effective signed "Data and price sheet" as a PDF file by email or in duplicate originals by post (to be also sent in advance per email as a PDF file) to the contact person at GASCADE specified in the publication of the "Data and price sheet". The Fuel Gas Seller shall bear the risk in transmitting the documents.

Offers that are not submitted in the tender and bidding phase or that are incomplete shall be deemed not to have been submitted and shall not be considered. The relevant point of time for the purpose of a timely submission is the receipt of the email by **12 noon CET on 6 September 2022**.

- (4) Offers which are subject to conditions and/or reservations shall not be considered in the contract award phase.

Section 4: Contract award phase

- (1) The tender and bidding phase is followed by the contract award phase. The contract award phase shall commence at **12 noon CET on 6 September 2022** and end at **12 noon CET on 8 September 2022**. By this time at the latest, GASCADE shall inform the Fuel Gas Seller whether its offer has been awarded the contract or not.
- (2) The Fuel Gas Seller quoting the lowest handling fee in its offer shall win the contract for the tender. "Handling fee" denotes the fee charged in addition to the spot price for the supply and balancing of natural gas fuel gas quantities to GASCADE and OGT. If the submitted offers quote the same prices, the time at which the offers are received shall determine which has precedence. In such a case, the offer received earliest shall be accepted. GASCADE shall notify the Fuel Gas Seller who wins the bid that it has bindingly accepted the offer in accordance with Section 5 (2). As soon as the Fuel Gas Seller that wins the bid receives the notification in accordance with Section 5 (2), it shall send GASCADE the legally effective signed Master Agreement or Master Agreements

referred to in Section 3 (3) and the legally effective signed “Data and price sheet” referred to in Section 3 (3) in duplicate by post, unless it has already done so in the tender and bidding phase. The respective transmission system operator shall return one signed version of the Master Agreement and the “Data and price sheet”.

- (3) An invitation to tender procedure shall end when an offer is accepted by GASCADE. The Master Agreement is concluded with the respective transmission system operator. Irrespective of whether an agreement is concluded, the Fuel Gas Sellers shall be bound to their offer, in accordance with Sections 145 and 148 of the German Civil Code (BGB), for the period of time of the respective contract award phase to which their offer relates.

Section 5: Duties to provide information

- (1) After their admission, Fuel Gas Sellers are obliged to notify GASCADE about all changes in 2022 to circumstances of relevance to their admission as bidders in accordance with Section 2 (1) sentence 3 immediately and without being requested to do so.
- (2) GASCADE shall notify the Fuel Gas Sellers who have issued binding offers during the tender and bidding phase about the outcome of the invitation to tender procedure in suitable form.
- (3) In cases defined in Section 2 (3) and Section 9 (1) and (3), GASCADE shall notify the Fuel Gas Seller immediately.

Section 6: Confidentiality

- (1) All the information received as part of this invitation to tender procedure and exchanged between GASCADE and the Fuel Gas Seller is confidential. Confidential information may only be used in connection with carrying out the invitation to tender and may not be passed on to third parties without the prior consent of the other party in text form. Article 6a of the Energy Industry Act (EnWG) shall not be affected.
- (2) Rights and obligations under this provision shall also apply to third parties engaged by GASCADE.
- (3) The obligation to maintain confidentiality shall remain in force for a period of 12 (twelve) months after the respective invitation to tender procedure ends.

Article 7 Data protection

- (1) GASCADE shall be authorised to collect, store and use information it has obtained from the Fuel Gas Sellers as part of an invitation to tender procedure in compliance with data protection legislation, and to disclose such data to third parties, where this is required to ensure proper handling of the procedure in question. The Fuel Gas Seller hereby declares its acceptance of automated data processing by GASCADE or by a company commissioned by GASCADE in accordance with the provisions of data protection laws.
- (2) As part of the invitation to tender, the Parties process personal data of employees, assistants or vicarious agents (other data subjects within the meaning of Article 14 GDPR), which they receive from the other Party, in order to take steps prior to entering

into the contract, including communication and billing (Article 6 (1) point (b) GDPR), to comply with a legal obligation (Article 6 (1) point (c) GDPR) or for the purpose of legitimate interests (Article 6 (1) point (f) GDPR). They also process personal data that they were permitted to obtain from publicly available sources, e.g. from land registers, commercial registers and the Internet.

- (3) If it is necessary in this context to pass on personal data of one Party's employees, assistants and vicarious agents (other data subjects) from that Party to the respective other Party, and/or employees, assistants or vicarious agents contact the respective other Party at the request of the first Party, the Parties mutually undertake to comply with the duties of the respective other Party to provide information in accordance with Article 14 GDPR.

Section 8 Liability

GASCADE shall be liable for loss or damage due to injury to life, body or health in accordance with the statutory provisions. GASCADE shall be liable for other loss or damage only if it has been caused by GASCADE, a legal representative, a contractor or an agent through intent or gross negligence or there has been a culpable violation of cardinal obligations. Cardinal obligations are obligations that must be fulfilled so that these Invitation to Tender Conditions can be implemented and on the fulfilment of which the Fuel Gas Sellers taking part in the invitation to tender may usually rely. If cardinal obligations are violated, liability shall be limited to typical, foreseeable loss or damage.

Section 9: Validity, termination, amendments

- (1) These Invitation to Tender Conditions can be amended by GASCADE at any time with future effect without the need for GASCADE to give reasons for doing so.
- (2) If invitation to tender procedures overlap in time, the Invitation to Tender Conditions that applied at the start of the procedure's respective phase shall apply.
- (3) GASCADE shall be authorised to amend these Invitation to Tender Conditions with immediate effect if they need to be amended to comply with relevant laws or regulations or legally binding stipulations by national or international courts and authorities and the generally accepted rules of technology. If the amendment results in material economic disadvantages for the Fuel Gas Seller with regard to an ongoing invitation to tender procedure, the Fuel Gas Seller shall be entitled to terminate its participation in that invitation to tender procedure.

Section 10: Miscellaneous

- (1) These Invitation to Tender Conditions shall be governed solely by German law, to the exclusion of international private law. The place of jurisdiction shall be Kassel, Germany.
- (2) GASCADE shall not charge a Fuel Gas Seller any fee for participating in an invitation to tender procedure. Each participant in an invitation to tender procedure shall itself bear the costs it incurs in the procedure.



- (3) If any of the provisions of these Invitation to Tender Conditions are or become invalid or unenforceable, the other provisions of the Invitation to Tender Conditions shall remain in full force and effect.
- (4) In the event of any discrepancy between the German and English version of the Master Agreement, on the German version shall be decisive and binding for the Parties. The English translation is for convenience only.



Prequalification for participation in the invitation to tender procedure
of GASCADE Gastransport GmbH

DECLARATION

The FUEL GAS SELLER _____ hereby declares that

- no insolvency proceedings against it have been initiated, applied for or dismissed due to insufficient assets
- it can guarantee a secure and reliable supply of fuel gas quantities and will only submit offers in the invitation to tender if it is able to provide the quantities offered throughout the supply period at the agreed delivery point.

(Place) (Date) (Stamp/Signatures)

Registration and compliance questionnaire

Company information

Name of the company:

Address:

Telephone number:

Web address:

Management board:

Details of company foundation

Venue:

Date:

Details on the following ID numbers

EIC Code:

DVGW Code:

VAT Code:

Bank details

International bank account number (IBAN):

Business Identifier Code (BIC):

Contact Person

Name:

Telephone number:

Mobile number:

Fax:

Email:

24/7 Data:

General information about the company

Period of activity in the energy sector: _____

Please briefly describe your business model:

Your primary business activity:

Are you currently active in other business fields outside of the energy sector?

Yes No

If yes, please specify:

Are there other additionally assumed names, company of trading names?

Yes No

If yes, please specify:

Please specify the principal place of business:

Please specify the managing director(s) and owner(s):

Details of financial situation

Please enter your company's debt to equity ratio and equity ratio:

- Debt to Equity Ratio = $\frac{\text{Total Debt}}{\text{Total Equity}}$
- EK – Quote = $\frac{\text{Total Equity}}{\text{Total Assets}}$

Are you in the middle of default / debt collection proceedings?

Yes

No

If yes, please clarify in more detail:

Self-disclosure

Is the company, or are functionaries included on sanctions lists?

Yes

No

If yes, please clarify in more detail:

Are you or one of your senior executives or managing directors related to, or on friendly terms with, or have any other kind of link with GASCADE or a GASCADE employee, GASCADE managing director or senior executives?

Yes

No

If yes, please clarify:

Do you have a company code of conduct or are committed to lawful conduct in some other way?

Yes

No

Was your company the subject of criminal investigations within the last 10 years, or was your company accused or convicted in connection with bribery, fraud or another criminal offense within the last five years?

Yes

No

If yes, please clarify:

Place, Date

Signature

Registration and compliance questionnaire

Company information

Name of the company:

Address:

Telephone number:

Web address:

Management board:

Details of company foundation

Venue:

Date:

Details on the following ID numbers

EIC Code:

DVGW Code:

VAT Code:

Bank details

International bank account number (IBAN):

Business Identifier Code (BIC):

CP of consumption gas seller

Name:

Telephone number:

Mobile number:

Fax:

Email:

24/7 Data:

General information about the company

Period of activity in the energy sector: _____

Please briefly describe your business model:

Your primary business activity:

Are you currently active in other business fields outside of the energy sector?

Yes No

If yes, please specify:

Are there other additionally assumed names, company of trading names?

Yes No

If yes, please specify:

Please specify the principal place of business:

Please specify the managing director(s) and owner(s):

Details of financial situation

Please enter your company's debt to equity ratio and equity ratio:

- Debt to Equity Ratio = $\frac{\text{Total Debt}}{\text{Total Equity}}$
- EK – Quote = $\frac{\text{Total Equity}}{\text{Total Assets}}$

Are you in the middle of default / debt collection proceedings?

Yes

No

If yes, please clarify in more detail:

Self-disclosure

Is the company, or are functionaries included on sanctions lists?

Yes No

If yes, please clarify in more detail:

Are you or one of your senior executives or managing directors related to, or on friendly terms with, or have any other kind of link with OPAL or a OPAL employee, OPAL managing director or senior executives?

Yes No

If yes, please clarify:

Do you have a company code of conduct or are committed to lawful conduct in some other way?

Yes No

Was your company the subject of criminal investigations within the last 10 years, or was your company accused or convicted in connection with bribery, fraud or another criminal offense within the last five years?

Yes No

If yes, please clarify:

Place, Date

Signature