



**Appendix GTC 4:
Supplementary Terms and Conditions
to the General Terms and Conditions
of GASCADE Gastransport GmbH**

valid for services from 1. October 2012

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

- (1) To use Day-Ahead capacity, transport customers 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 transport customers shall notify the balancing group to GASCADE in written form one (1) working in advance.

Clause 2 Capacity Products

- (1) In addition to the capacity products pursuant to section 9 of the GTC, GASCADE 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 The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour.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 The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour.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 3 Additional Nomination Modes

Additional to the standard nomination mode according to Section 13a of the GTC, GASCADE offers additional nomination modes on demand.

Clause 4 Other Services

- (1) Transport customers may agree, with GASCADE, on the product GASCADE.synchron for synchronizing entry and exit quantities. To this end, the transport customer shall return to GASCADE an agreement supplied by GASCADE, duly signed.
- (2) The transport customer shall ensure that it or a third party commissioned by it sets up a balancing group in the market area of GASPOOL Balancing Services GmbH. The transport customer's capacity agreements intended for implementing GAS-

CADE.syncron (hereinafter referred to as "Capacities") shall be allocated to this balancing group.

- (3) Subject to a case-by-case review, only such Capacities as provide an entitlement to physical injection into, or withdrawal from, the long-distance pipeline network of GASCADE may be allocated to the balancing group described under Item 2. The Capacity booked by a transport customer at one physical entry or exit point must be allocated in full to the balancing group described under 2.
- (4) The prerequisite for setting up GASCADE.syncron shall be the provision of a flexibly controllable source on the long-distance pipeline network of GASCADE, which enables equalization of the differences between the entry and exit gas quantities allocated to the balancing group in accordance with Item 2 (hereinafter referred to as "Flexibly Controllable Source").
- (5) For the Capacities described under Item 3, the transport customer shall allocate to the balancing group described under Item 2 sufficient entry and exit capacity at a Flexibly Controllable Source in the long-distance pipeline network of GASCADE.
- (6) In addition, the transport customer shall ensure that the gas quantity for implementing GASCADE.syncron required for Items 5 and 6 is available at all times at the Flexibly Controllable Source.
- (7) The setting up of GASCADE.syncron shall require the approval of the respective balance group manager.
- (8) GASCADE shall undertake to balance the differences between injection and withdrawal in the context of use of Capacities at the Flexible Source.
- (9) The transport customer shall pay a fee for Capacities assigned to the balancing group described under Item 2. The Capacities of the Flexibly Controllable Source pursuant to Item 5 shall be exempt from the provision of sentence 1. The fee shall be shown for one (1) year. For Capacities that are allocated to the balancing group described under Item 2 for a shorter period than one (1) year, the fee shall be calculated on a pro-rata basis in accordance with the number of days of the actual allocation period.
- (10) GASCADE.syncron shall be set up on the 1st working day of the respective month. GASCADE must have received the agreement pursuant to Item 1 no later than five (5) working days prior to commencement of GASCADE.syncron in accordance with sentence 1.
- (11) The agreement pursuant to Item 1 shall be for an indefinite period. The transport customer and GASCADE shall have a right to terminate with effect from the 1st working day of the respective following month. Termination must be communicated in writing to the respective Party to the Contract, giving ten (10) working days' notice. The date on which the respective Party to the Contract receives the communication shall determine whether the notice period has been adhered to.

Clause 5 Transfer of Capacity Contracts

Transfers of entry or exit contracts to a third party pursuant to Section 19 No. 1 and 3 GTC are only effective in relation to GASCADE if they are communicated to GASCADE no later than five (5) working days in advance in accordance with Section 40 No. 2 GTC or submitted for approval and approval is granted.

Clause 6 Prices

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

Clause 7 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 GASCADE TARIFF INFORMATION. The transport customer shall make said payments by the tenth (10th) working day following receipt of the invoice.
- (2) The increased fee for capacity overrun in accordance with Section I, Item 3 of the GASCADE TARIFF INFORMATION shall be billed on a monthly basis in arrears. The transport customer 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 GASCADE. Payments shall be deemed to have been made in a timely manner if the amounts in question have been credited to an account of GASCADE 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.