



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

valid for services as of 1 October 2014

Section 1 Incorporation of Entry and Exit Points into Balancing Groups

- (1) To use day-ahead capacities, shippers shall incorporate entry and exit points into balancing groups during the booking process via the primary capacity platform jointly operated by the transmission system operators.
- (2) In order that balancing groups may be made available for incorporating entry and exit points on the primary capacity platform jointly operated by the transmission system operators, shippers shall notify GASCADE of these in writing one (1) working day prior to incorporation.

Section 2 Dynamically Allocable Capacity In addition to the capacity products pursuant to section 9 of the General Terms and Conditions, GASCADE shall also offer dynamically allocable capacities. Appendix GTC 5 contains a list of all network points at which GASCADE shall make dynamically allocable entry capacity or dynamically allocable exit capacity available.

- (2) The dynamically allocable entry capacity shall enable network access on a firm basis from the booked entry point up to one or more agreed exit points. The energy quantity in kWh of the gas injected and withdrawn at the network points defined in accordance with sentence 1 must be the same in each hour.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 dynamically allocable entry capacity in the amount of the Variance may be used solely 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 The energy quantity in kWh of the gas injected and withdrawn at the network points defined in accordance with sentence 1 must be the same in each hour.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 dynamically allocable exit capacity in the amount of the Variance may be used solely on an interruptible basis.

Section 3 Dynamically Allocable Capacity for Power Plants

- (1) In addition to the capacity products pursuant to section 9 of the General Terms and Conditions, GASCADE shall also offer dynamically allocable capacities for power plants.
- (2) GASCADE shall allocate dynamically allocable capacities for power plants by responding to a booking request pursuant to section 38 item 3 of the Gasnetzzugangsverordnung (German Gas Network Access Ordinance - GasNZV) or in the course of preparing a binding implementation schedule pursuant to section 39 item 2 of the GasNZV.
- (3) The dynamically allocable capacity for power plants 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 at the network points defined 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 dynamically allocable

capacity for power plants in the amount of the Variance may be used solely on an interruptible basis.

- (4) GASCADE shall notify the shipper or, in the case of section 13 item 2 and section 12 item 1 of the General Terms and Conditions, the balancing group manager designated by it, of any interruption of the dynamically allocable capacity for power plants used within the Variance no later than 15:00 hours on the day prior to delivery day.
- (5) In the event of an interruption pursuant to item 4, GASCADE shall offer firm and freely allocable capacity in the amount of the interruption at the entry point(s) agreed in accordance with item 3 sentence 1 in the day-ahead auction on the primary capacity platform prior to the day of delivery.

Section 4 Notification of Capacity Portfolio

GASCADE shall, upon request, provide information about the data format of the notification in respect of the portfolio of capacities to be transmitted in accordance with section 12 item 15 of the General Terms and Conditions.

Section 5 Additional Nomination Modes

In addition to the standard nomination mode pursuant to section 13a item 2 sentence 6 of the General Terms and Conditions, GASCADE shall make further nomination modes available on request.

Section 6 Nomination Replacement Procedure

- (1) GASCADE shall offer shippers a nomination replacement procedure where this proves to be technically possible and economically reasonable in individual cases. This shall require GASCADE and shipper to enter into a separate contract. Any shipper interested in establishing the nomination replacement procedure must make a binding request to GASCADE. If the prerequisites are met, GASCADE shall confirm the request by sending a signed contract. The contract in respect of the nomination replacement procedure between GASCADE and shipper shall be formed upon its being countersigned by the shipper and the balancing group manager.
- (2) The nomination replacement procedure may be used only if sufficient firm capacity (hereinafter referred to as "Capacity") has been booked for the respective points in an entry or exit contract. No nomination replacement procedure may be implemented using Capacity booked as interruptible. The shipper shall ensure that it or a balancing group manager instructed by it sets up a balancing group in the market area of GASPOOL Balancing Services GmbH. The shipper's Capacity intended for the implementation of the nomination replacement procedure shall be allocated to this balancing group.
- (3) Subject to a case-by-case review, only such Capacity as provides an entitlement to physical injection into, or withdrawal from, GASCADE's transmission system may be allocated to the balancing group described under item 2. The Capacity booked by a

shipper at one physical entry or exit point must be allocated in full to the balancing group described under item 2.

- (4) Establishment of the nomination replacement procedure under item 1 shall be conditional upon provision of a flexibly controllable source (hereinafter referred to as "Flexibly Controllable Source") on GASCADE's transmission system, which shall enable differences between the entry and exit gas quantities allocated to the balancing group in accordance with item 2 to be balanced out. The virtual trading point shall not constitute a flexible source of supply, but may connect a flexible source of supply to entry or exit points whose measured values are included in the nomination replacement procedure.
- (5) GASCADE shall, upon formation of an agreement in respect of the nomination replacement procedure in accordance with item 1, take over the control of entry quantities at the agreed entry point. This shall be based on a measured value from one or more entry or exit points. The shipper must make the measured value available. In the event of the time-lag method, the hourly measured value shall be deemed to be nomination for the entry point; the maximum time lag shall be 1 hour. GASCADE shall undertake to balance the differences between injection and withdrawal in the context of use of Capacities at the Flexibly Controllable Source.
- (6) In accordance with the currently valid version of the "GASCADE Gastransport GmbH's Tariff Information in Respect of Use of the Supraregional Gas Transmission System" (hereinafter referred to as "GASCADE Tariff Information"), GASCADE shall charge a fee for providing the nomination replacement procedure.
- (7) The nomination replacement procedure may, in accordance with item 1, be agreed with effect from the 1st of any month. An implementation period of 10 working days shall be adhered to for the agreement. If the procedure is being applied for the first time, the shipper shall, in addition to entering into the agreement, inform GASCADE of the entry or exit points whose measured values are included in the nomination replacement procedure, with a notice period of 20 working days prior to application of the nomination replacement procedure agreed with GASCADE.
- (8) The nomination replacement procedure agreed in accordance with items 1 and 7 may be amended or terminated with effect from the 1st of any month. Amendment and termination shall be subject to a notice period of 10 working days. In the event of amendment of the nomination replacement procedure, the shipper shall inform GASCADE of the entry or exit points whose measured values are included in the amended nomination replacement procedure, with a notice period of 20 working days before the amended contract is due to apply.
- (9) The nomination replacement procedure shall be offered in accordance with items 1-8 hereunder starting 1 January 2015. Until then the product GASCADE.syncron will be offered by according application of section 6 of Supplementary Terms and Conditions of GASCADE to the General Terms and Conditions dated August 2013.

Section 7 Transfer of Capacities

Any transfer of an entry or exit contract to a third party pursuant to section 19 items 1 and 3 of the General Terms and Conditions shall take effect in relation to GASCADE only if it is communicated, or submitted for approval, to GASCADE, and GASCADE gives its consent, at least five (5) working days in advance, as set out in section 40 item 1 of the General Terms and Conditions.

Section 8 Prices

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

Section 9 Invoicing and Payment

- (1) The provision of entry and exit capacity shall be invoiced in advance in monthly instalments, at prices in accordance with section I, items 1 and 2, and section II and III of GASCADE Tariff Information. The provision of entry and exit capacity which has been booked after invoicing in accordance with 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 fee for capacity overrun, as set out in section I item 3 of GASCADE 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 GASCADE. Payment shall be deemed to have been made in a timely manner if the invoice amount is irrevocably credited to an account of GASCADE within the deadlines specified in this section.

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.