

# **CAPACITY AGREEMENT**

**[No.]**

between

**[Company Name]**

**[Company Address]**

- hereinafter referred to as the "Customer" -

and

**WINGAS TRANSPORT GmbH**

**Baumbachstraße 1, 34119 Kassel**

- hereinafter referred to as WINGAS TRANSPORT -

- both jointly referred to as the "Contractual Partners" -

**Clause 1**  
**Rights and Obligations**

- (1) WINGAS TRANSPORT shall reserve, for the Customer, the CAPACITY RIGHTS, as defined in the Appendix (Appendices), to the respective NETWORK POINTS.
- (2) The Customer shall be obliged to pay the prices defined in the Appendix (Appendices).
- (3) The Customer's obligation to pay a variable component pursuant to 2a of the WINGAS TRANSPORT NETWORK FEE INFORMATION for interruptible capacities shall remain unaffected.

**Clause 2**  
**Term of the Agreement**

This Agreement shall continue in effect until the latest END DAY of the CAPACITY RIGHTS in accordance with the Appendix (Appendices).

**Clause 3**  
**Severability Clause and Written Form Requirement**

- (1) The invalidity or unenforceability of individual provisions in this Agreement shall have no effect on the existence and continuation of this Agreement. The Contractual Partners shall undertake to replace the invalid or unenforceable provision by a new, valid or enforceable provision that comes as close as possible to it in terms of economic success.
- (2) Additional provisions, amendments and addenda to this Agreement shall, in order to be valid, require the consent of the Contractual Partners and the written form. This shall also apply to any amendment of the written form requirement.

**Clause 4**  
**Components of the Agreement**

The WINGAS TRANSPORT NETWORK ACCESS TERMS, as amended, shall be of the essence of this Agreement.

Appendix (Appendices): Capacity right to the gas transport system operated by WINGAS TRANSPORT.

[Place], .....

Kassel, .....

\_\_\_\_\_  
Customer

\_\_\_\_\_  
WINGAS TRANSPORT GmbH

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