



## **Supplementary Network Access Terms of WINGAS TRANSPORT GmbH**

### **Preamble**

On 1 September 2006, WINGAS TRANSPORT GmbH (hereinafter referred to as WINGAS TRANSPORT) joined the agreement in respect of cooperation pursuant to section 20 (1 b) of the *Energiewirtschaftsgesetz* (German Energy Management Act - EnWG) between the operators of gas supply networks located in Germany, dated 19 July 2006 (hereinafter referred to as the "Cooperation Agreement").

WINGAS TRANSPORT thereby recognizes the network access terms agreed as Appendix 3 to the Cooperation Agreement in the last amendment of 29 July 2008 as binding and has published them accordingly as the Network Access Terms of WINGAS TRANSPORT.

Where Appendix 3 of the Cooperation Agreement provides for additions or specifications of the respective network operator, WINGAS TRANSPORT shall avail itself thereof with this Appendix NAT 4. Where this Appendix NAT 4 is in conflict with the provisions of Appendix 3 of the Cooperation Agreement, the provisions of Appendix 3 of the Cooperation Agreement shall take precedence.

### **Clause 1 Capacity Agreement**

- (1) CUSTOMERS may book capacities for NETWORK POINTS in accordance with Appendix NAT 3 if the NETWORK POINTS are not of type "network linking point (NLP) of downstream network operators (NO)" or "exit zone of downstream NOs".
- (2) Type of capacity, capacity amount in kWh/h, NETWORK POINT, START DAY, END DAY and CAPACITY PRICE shall be defined in the respective Appendix to the CAPACITY AGREEMENT or in the description of the CAPACITY RIGHT in the ONLINE BOOKING SYSTEM.
- (3) Rights and obligations for several NETWORK POINTS may be defined at different levels and at different times in the Appendices of a CAPACITY AGREEMENT. Addition of further Appendices at a subsequent point in time shall be possible if the periods specified in Clause 7, Items 2 and 3 and Clause 15, Item 3 of the WINGAS TRANSPORT NETWORK ACCESS TERMS are adhered to.
- (4) WINGAS TRANSPORT shall make available not only FREELY ASSIGNABLE CAPACITIES, but also CAPACITIES RESTRICTED IN THEIR ASSIGNMENT if and to the extent that the award of FREELY ASSIGNABLE CAPACITIES is thereby increased in the pipeline system of WINGAS TRANSPORT as a whole. Type and extent of the restriction shall be defined in the respective Appendix of the CAPACITY AGREEMENT.
- (5) COUNTERFLOW CAPACITIES may be booked from WINGAS TRANSPORT on an interruptible basis at designated network points in accordance with Appendix NAT 3.
- (6) Where WINGAS TRANSPORT needs to intervene, for technical reasons, in CAPACITY RIGHTS, capacities shall be reduced in the ratio of the ENTRY CAPACITIES or EXIT CAPACITIES booked by the respective CUSTOMERS at this NETWORK POINT to the total of ENTRY CAPACITIES or EXIT CAPACITIES booked at this NETWORK POINT.



- (7) Concluding a contract for a CAPACITY RIGHT using the ONLINE BOOKING SYSTEM shall be equivalent to conclusion of a CAPACITY AGREEMENT, including the Appendix to the CAPACITY AGREEMENT describing the respective CAPACITY RIGHT.
- (8) A capacity agreement signed by WINGAS TRANSPORT shall also be deemed to be a declaration of acceptance within the meaning of Clause 7, Item 1 of the WINGAS TRANSPORT NETWORK ACCESS TERMS.
- (9) The CUSTOMER shall be obliged to ensure that the ENTRY CAPACITIES and EXIT CAPACITIES used by him are not exceeded in any hour. The CUSTOMER shall pay increased charges for a capacity overrun in accordance with Part I, Item 3 of WINGAS TRANSPORT CHARGES INFORMATION. If a capacity is exceeded several times within one DAY, only one increased charge shall be calculated. The level of this charge shall be calculated according to the highest amount by which the respective capacity is exceeded on the corresponding DAY. WINGAS TRANSPORT shall be entitled to reduce or to cease transport services for the CUSTOMER if and to the extent that the capacity overrun puts third-party rights or operational reliability at risk.
- (10) WINGAS TRANSPORT shall determine the firm FREELY ASSIGNABLE CAPACITIES available at entry and exit points of WINGAS TRANSPORT in accordance with the technical properties of its gas transport system, assured flexibility services made available to WINGAS TRANSPORT by third parties on a fixed basis, and in accordance with future load flows expected to be provided on the basis of analyzed past load flows from the perspective of a network operator given to reasonable and circumspect planning ("forecast load flow acceptances"). Should the use behaviour of the transport customers, for unforeseeable reasons, not correspond to these forecast load flow acceptances from the perspective of a network operator given to reasonable and circumspect planning and its implementation not be possible for reasons to do with network technology, WINGAS TRANSPORT shall have the right to restrict, and, if necessary, exclude, the use of the firm ENTRY and/or EXIT CAPACITIES for which the CUSTOMER has concluded a contract.

## **Clause 2 Balance Group Agreement**

- (1) Exit and entry points of the SÜDAL pipeline section may be introduced only in a separate BALANCE GROUP AGREEMENT. Balancing pursuant to Clause 25, Items 2 and 3 may be restricted by WINGAS TRANSPORT due to technical restrictions for the SÜDAL pipeline section.
- (2) Appendix NAT 2 shall apply, *mutatis mutandis*, to the transfer of gas quantities from one BALANCE GROUP AGREEMENT to another BALANCE GROUP AGREEMENT.
- (3) BALANCE GROUP MANAGERS may offset hour imbalances of their balancing group against imbalances of another balancing group that have been incurred in the same hour, under the prerequisites of Clause 27, Item 1 of the WINGAS TRANSPORT NETWORK ACCESS TERMS. The BALANCING GROUP MANAGER of the supplying BALANCING GROUP and the BALANCING GROUP MANAGER of the receiving balancing group shall report to WINGAS TRANSPORT the gas quantities to be transferred, accurate to flow direction and hour, by the 42<sup>nd</sup> working day after expiry of the transport month. Should the values reported by these two BALANCING GROUP MANAGERS not match, the lower of



the two values shall apply. WINGAS TRANSPORT shall inform the CUSTOMER, on request, of the manner of data transmission.

- (4) WINGAS TRANSPORT shall apply a constant structuring charge in accordance with Clause 29, Item 3 (a) of the WINGAS TRANSPORT NETWORK ACCESS TERMS.

### **Clause 3 Prices**

CAPACITY PRICES shall be defined in the WINGAS TRANSPORT CHARGES INFORMATION.

### **Clause 4 Account Rendering and Payment**

- (1) The reservation of ENTRY CAPACITY and EXIT CAPACITY shall be invoiced in advance in monthly instalments at charges in accordance with Part I, Items 1 and 2 of the WINGAS TRANSPORT CHARGES INFORMATION. The CUSTOMER shall make these payments by the 5<sup>th</sup> WORKING DAY following receipt of the invoice.
- (2) The increased charge for capacity overrun in accordance with Part I, Item 3 of the WINGAS TRANSPORT CHARGES INFORMATION shall be settled monthly in arrears. The CUSTOMER shall make these payments by the 5<sup>th</sup> WORKING DAY following receipt of the invoice.
- (3) The structuring charge in accordance with Clause 29, Item 3 of the WINGAS TRANSPORT NETWORK ACCESS TERMS shall be settled monthly in arrears. The BALANCING GROUP MANAGER shall make these payments by the 5<sup>th</sup> WORKING DAY following receipt of the invoice.
- (4) The advance payment on the control and compensation energy levy in accordance with Clause 30, Item 5 of the WINGAS TRANSPORT NETWORK ACCESS TERMS shall be invoiced in advance in monthly instalments. The BALANCING GROUP MANAGER shall make these payments by the 5<sup>th</sup> WORKING DAY following receipt of the invoice.
- (5) The place of performance for payments shall be the administrative seat of WINGAS TRANSPORT. Payments shall be deemed to have been made in good time if the amounts in question have been credited to an account of WINGAS TRANSPORT within the periods specified in this Clause.

### **Clause 5 Nomination Process**

- (1) CUSTOMERS may agree on the product WINSYNCRON with WINGAS TRANSPORT for online offsetting of ENTRY and EXIT CAPACITIES. For this purpose, the CUSTOMER shall return to WINGAS TRANSPORT a signed copy of the agreement provided by WINGAS TRANSPORT.
- (2) The CUSTOMER must ensure that the BALANCING GROUP MANAGER establishes a BALANCING GROUP in the market area of GASPOOL Balancing Services GmbH. The CUSTOMER's CAPACITY RIGHTS specified for the implementation of WINSYNCRON (hereinafter referred to as "**CAPACITIES**") shall be assigned to this BALANCING GROUP.



- (3) Subject to a test of details, only such CAPACITIES as entitle the CUSTOMER to physical feed-in to, or withdrawal from, the long-distance pipeline network of WINGAS TRANSPORT may be assigned to the BALANCING GROUP described under Item 2. The CAPACITY booked by a CUSTOMER at a physical entry or exit point may only be assigned in its entirety to the BALANCING GROUP described under Item 2.
- (4) The establishment of WINSYNCRON shall be conditional upon provision of a flexibly controllable source (hereinafter referred to as "**Flexibly Controllable Source**") on the long-distance gas pipeline network of WINGAS TRANSPORT, which enables differences between the fed-in and withdrawn gas quantities assigned to the BALANCING GROUP in accordance with Item 2 to be offset.
- (5) The CUSTOMER shall, for the CAPACITY described under Item 3, assign sufficient ENTRY and EXIT CAPACITY at a Flexibly Controllable Source in the long-distance gas pipeline network of WINGAS TRANSPORT to the BALANCING GROUP described under Item 2.
- (6) In addition, the CUSTOMER shall ensure that the gas quantity for implementing WINSYNCRON required for Item 5 and 6 is available at all times at the Flexibly Controllable Source.
- (7) The establishment of WINSYNCRON shall require the consent of the respective BALANCING GROUP MANAGER.
- (8) WINGAS TRANSPORT shall undertake to offset, at the Flexible Source, the differences between feed-in and withdrawal in the BALANCING GROUP described under Item 2.
- (9) The CUSTOMER shall pay a charge for CAPACITIES assigned to the BALANCING GROUP described under Item 2. The CAPACITIES of the Flexibly Controllable Source pursuant to Item 5 shall be excluded from the provision stipulated in sentence 1. The charge shall be assigned for one (1) year. For CAPACITIES that are assigned to the BALANCING GROUP described under Item 2 for a shorter period than one (1) year, the charge shall be calculated on a pro rata basis according to the number of days in the actual period of assignment.
- (10) WINSYNCRON shall be set up with effect from the first (1<sup>st</sup>) working day of the corresponding month. The agreement pursuant to Item 1 needs to have been received by WINGAS TRANSPORT no later than five (5) working days prior to commencement of WINSYNCRON pursuant to sentence 1.
- (11) The agreement pursuant to Item 1 shall continue for an indefinite period. The Contractual Partners shall have a right to terminate with effect from the first (1<sup>st</sup>) working day of the respective following month. Either Party shall inform the other of the termination in writing, giving ten (10) working days' notice. The date of receipt by the respective other Party shall determine whether the notice period has been complied with.



## Clause 6 Definitions

- (1) EXIT CAPACITY [kWh/h] is the maximum hourly flow rate that is made available for the CUSTOMER by WINGAS TRANSPORT as part of a CAPACITY AGREEMENT for withdrawal at an exit point.
- (2) EXIT QUANTITY [kWh] is the energy quantity that the CUSTOMER withdraws, at an exit point, from the WINGAS TRANSPORT market area.
- (3) EXIT ZONE is a combination of several exit points from the pipeline system operated by WINGAS TRANSPORT.
- (4) BALANCING SHIPPER is a CUSTOMER to whom measured values are assigned (allocated) as an ENTRY or EXIT QUANTITY, minus, where appropriate, other CUSTOMERS' ENTRY or EXIT QUANTITIES nominated at this entry or exit point.
- (5) CAPACITY WITH AN ASSIGNMENT RESTRICTION [kWh/h] is an ENTRY or EXIT RIGHT whose restriction is such that gas that is withdrawn at an exit point within the market area of WINGAS TRANSPORT may be fed in only at specific entry points within the market area of WINGAS TRANSPORT. Type and extent of the restriction are defined in the respective CAPACITY RIGHT or CAPACITY AGREEMENT.
- (6) BALANCING GROUP MANAGER is the natural or legal person specified in the BALANCING GROUP AGREEMENT, who, as the CUSTOMER's sole representative and authorized receiving agent, is responsible to WINGAS TRANSPORT for handling the BALANCING GROUP.
- (7) BALANCING GROUP AGREEMENT is defined in Clauses 13 ff. of the WINGAS TRANSPORT NETWORK ACCESS TERMS.
- (8) CALORIFIC VALUE " $H_{s,n}$ " of a gas [kWh/m<sup>3</sup>] is defined in accordance with DIN 51857/97.
- (9) ENTRY QUANTITY [kWh] is the ENERGY QUANTITY that is fed in by the CUSTOMER at an entry point in the WINGAS TRANSPORT market area.
- (10) ENTRY CAPACITY [kWh/h] is the maximum hourly flow rate that is made available for the CUSTOMER by WINGAS TRANSPORT as part of a CAPACITY AGREEMENT for feed-in at an entry point.
- (11) END DAY is the last day on which the CUSTOMER can exercise his respective entry and/or exit rights.
- (12) ENERGY QUANTITY [kWh] of a gas is the product of volume [m<sup>3</sup>] and the respective calorific value of the gas [kWh/m<sup>3</sup>].
- (13) FREELY ASSIGNABLE CAPACITY [kWh/h] is capacity for which gas that is fed in at an entry point within the market area of WINGAS TRANSPORT can be withdrawn at any exit point within the market area of WINGAS TRANSPORT.
- (16) GAS PRESSURE [bar] is the gauge pressure of the gas above atmospheric pressure.
- (17) COUNTERFLOW CAPACITY [kWh/h] is the maximum hourly, contractual flow rate that WINGAS TRANSPORT makes available for the CUSTOMER, as part of a CAPACITY AGREEMENT, on an interruptible basis against the physical flow direction at a NETWORK POINT and is only possible as a result of offsetting against the ENERGY QUANTITY in physical flow direction.





- (18) CAPACITY PRICE [€/((kWh/h)/a)] is the price to be paid by the CUSTOMER pursuant to the respective CAPACITY AGREEMENT for ENTRY CAPACITY at an entry point or for EXIT CAPACITY at an exit point.
- (19) CAPACITY RIGHT is the CUSTOMER's right to ENTRY CAPACITY and/or EXIT CAPACITY in the network of WINGAS TRANSPORT.
- (20) CAPACITY AGREEMENT is a ENTRY or EXIT AGREEMENT for one or more NETWORK POINTS.
- (21) CUSTOMER is a natural or legal person, who enters into one or more AGREEMENTS with WINGAS TRANSPORT, based on the WINGAS TRANSPORT NETWORK ACCESS TERMS.
- (22) MONTH is the time span from 6.00am of the first DAY of a calendar month until 8.00am of the first DAY of the following calendar month.
- (23) NETWORK POINT is an entry or exit point on the pipeline system operated by WINGAS TRANSPORT.
- (24) STANDARD VOLUME of a gas quantity [m<sup>3</sup>] is the volume in standard reference conditions at an absolute pressure of 1.01325 bar and a temperature of 273.15 Kelvin. Volume specifications in the WINGAS TRANSPORT NETWORK ACCESS TERMS always refer to STANDARD VOLUME.
- (25) START DAY is the first day on which the CUSTOMER can exercise his respective entry and/or exit rights.
- (26) ONLINE BOOKING SYSTEM is the application made available by WINGAS TRANSPORT at <http://www.wingas-transport.de>, which enables ONLINE BOOKING, over the Internet, of CAPACITY RIGHTS on the pipeline system operated by WINGAS TRANSPORT.
- (27) HOUR is the time span that begins with a full clock hour and ends on commencement of the following full clock hour.
- (28) DAY is the time span from 6.00am of one calendar day until 6.00am of the following calendar day.
- (29) NON-BINDING REQUEST is a request made by the CUSTOMER to WINGAS TRANSPORT for conclusion of an AGREEMENT based on the WINGAS TRANSPORT NETWORK ACCESS TERMS, without legally binding intent.
- (30) BINDING REQUEST is defined in Clause 5 of the WINGAS TRANSPORT NETWORK ACCESS TERMS.
- (31) AGREEMENT YEAR is a connected period between 1 October of one year and 1 October of the following year. If neither START DAY nor END DAY is 1 October, the period between START DAY and END DAY is also an AGREEMENT YEAR. If the START DAY of an AGREEMENT differs from 1 October, AGREEMENT YEAR is the period between the START DAY and the next 1 October. If the END DAY of an AGREEMENT differs from 1 October, AGREEMENT YEAR is the period from 1 October until the END DAY. The overall term of the AGREEMENT may result from several AGREEMENT YEARS of varying length.
- (32) CONTRACTAL PARTNERS are the CUSTOMER and WINGAS TRANSPORT together.



(33) WEEK is the time span from 6.00am on one Monday until 6am on the Monday of the following week.

All time specifications shall refer to local time in Germany.

Unless otherwise defined, the indicated sets of rules of DIN, ISO, EN, CEN and DVGW, as amended, shall be applicable.

Terms defined in this Appendix shall be emphasized by capital letters.

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.