

# **Operating Agreement**

# **astora** GmbH & Co. KG Karthäuser Str. 4 34117 Kassel, Germany

(hereinafter referred to as "astora")



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#### Article 1 General

- 1. This Operating Agreement shall be an integral part of the General Terms and Conditions for Storage Access of astora GmbH & Co. KG, Kassel, Germany in its respective valid version and will modify and complete it. This Operating Agreement describes the provisions necessary for the operational application of the Storage Services Agreement between astora and the Storage Customer. In cases of doubt and/or lacks of clarity the General Terms and Conditions for Storage Access shall take precedence over the provisions of this Operating Agreement.
- 2. **astora** shall be available 24 hours on every **Storage Day**. Said availability shall at least be ensured by phone on one central dispatching phone number. Additionally, the availability via other communication paths shall be endeavoured. **astora** shall at all times be capable of receiving, sending and processing operational/dispatching data.
- 3. astora shall inform the *Storage Customer* of his *Shipper Code*.

#### Article 2 Cooperation

- If the Storage Customer and/or astora are unable to use the communication paths that have been set up due to technical problems both Contractual Counter-Parties shall agree upon and shall temporarily use an alternative communication path. The Storage Customer and/or astora shall immediately take all appropriate measures to reinstate the availability of the originally agreed communication paths.
- 2. In order to enable the exchange of information the Storage Customer and astora shall inform each other of the required addresses, phone numbers and e-mail addresses at least five (5) Working Days prior to the First Utilisation Day of the Storage Services Agreement by means of the Notice of Responsibility. The Contractual Counter-Parties shall make sure that said Notice of Responsibility will be kept updated. The Notice of Responsibility shall form an integral part of the Storage Services Agreement.



### Article 3 Communication Paths and Formats

1. **astora** offers the following communication paths:

AS - in the respective valid or previous version

In case of unavailibility the *Contractual Counter-Parties* will coordinate an alternative communication path. Additionally each *Storage Customer* could use the *Storage Portal* for his nominations.

2. astora recommends communication format Edig@s.

#### Article 4 Nomination Procedure

1. Renomination

**Renominations** shall take effect, after the hour, in which **astora** has received the **Renomination**, plus a predefined period of time specified in the **Storage Specification** for the respective **Storage Loca***tion* have elapsed, at the earliest.

2. Matchingprocess

The matching procedure based on the valid version of EASEE-GAS Regeln (<u>http://www.edigas.org/wp-</u> <u>content/Downloads/3Nominationand</u> Matching Process2-0.pdf).

#### Article 5 Allocation Procedure

The applicable *Allocation Procedure* has been described in the **Storage Specification**.