

# **Operating Agreement**

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(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 Location** 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**.