

# Storage Services Agreement Haidach February 2016

between

.....

hereinafter referred to as the "***Storage Customer***"

and

**astora GmbH & Co. KG**  
Kleine Rosenstraße 1  
34117 Kassel, Germany

hereinafter referred to as "**astora**"

hereinafter referred to individually and/or jointly as the "Contractual  
Counter-Party(ies)"

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## Preamble

Based on the Keyed Procedure on 23.02.2016, the **Storage Customer** and **astora** hereby conclude the following **Storage Services Agreement** on the basis of the respective valid version of the **General Terms and Conditions for Storage Access**. By entering into this **Storage Services Agreement** **astora** grants the **Storage Customer** the right to use the services of the following **Storage Location** to the extent agreed herein.

### Article 1 Storage Location

The **Storage Customer** contracts the **astora Storage Services** listed in Article 2 in the Haidach **Storage Location**.

### Article 2 Storage Services / Storage Service Fee

In the **astora Storage Location** stated in Article 1 the **Storage Customer** contracts the following **Storage Capacities** according to Article 2 of the **Storage Specification Haidach February 2016**:

Number of <b>bundles</b>	_____
<b>Injection Rate</b> [MWh/h] and:	_____
<b>Withdrawal Rate</b> [MWh/h] and:	_____
<b>Working Gas Volume</b> [MWh]:	_____
<b>Storage Period</b>	<u>01.04.2016 – 01.04.2017</u>
<b>Storage Services Fee</b> [€/a]:	_____

### Article 3 Contract Term

The **Storage Services Agreement** shall come into effect upon the **Storage Customer's** receipt of **astora's** declaration of acceptance via e-mail in the context of the Keyed Procedure. The agreement shall expire at the end of the **Last Utilisation Day** of the **Storage Service** listed in Article 2.

### Article 4 Operating of the Agreement

The details of the operational application of the **Storage Services Agreement** have been described in the **Operating Agreement Haidach February 2016** (Annex to the **General Terms and Conditions for Storage Access**). With reference to the **Operating Agreement** the following shall apply:

Communication path	<u>AS 2 via Internet</u>
Communication format	<u>EDIGAS</u>
Nomination procedure	<u>Daily nomination</u>

**Article 5 Severability Clause**

Should any individual provision or any part of any provision of this **Storage Services Agreement** be or become void or unenforceable the validity of the remaining provisions shall in no way be affected.

In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as closely as possible to the sense and spirit and purpose of this **Storage Services Agreement**. This shall apply correspondingly to any regulatory gaps.

**Article 6 Elements of the Agreement**

The respective valid versions of the following documents shall form an integral part of this **Storage Services Agreement**:

- **General Terms and Conditions for Storage Access** exclusive Annex **Operating Agreement** version June 2012 and inclusive Annex **Operating Agreement Haidach February 2016**
- **Storage Specification Haidach February 2016**
- **astora's Notice of Responsibility**
- **Storage Customer's Notice of Responsibility**

In cases of doubt and/or lacks of clarity the provisions of this **Storage Services Agreement** shall take precedence over the provisions of the integral parts of this **Storages Services Agreement** referred to above.

The provisions on the scope of the integral parts remain unaffected.

Kassel, Date  
**astora GmbH & Co. KG**

Location, Date  
**Storage Customer**

\_\_\_\_\_  
 Name                      Name

\_\_\_\_\_  
 Name