

Storage Services Agreement Haidach April 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 15.04.2016, 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 April 2016**:

Number of bundles	_____
Injection Rate [MWh/h] and:	_____
Withdrawal Rate [MWh/h] and:	_____
Working Gas Volume [MWh]:	_____
Storage Period	<u>01.05.2016 – 01.04.2017</u>
Storage Services Fee [€/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 April 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 April 2016**
- **Storage Specification Haidach April 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 **Storage 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