



Operating Agreement Haidach April 2016

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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. This **Operating Agreement** describes the provisions necessary for the operational application of the **Storage Services Agreement** between **astora** and the **Storage Customer**. In case 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. Changes to this **Operating Agreement** shall only be effective upon expressed written agreement of **astora**.
3. **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.
4. **astora** shall inform the **Storage Customer** of his **Shipper Code**.

Article 2 Cooperation

1. **astora** and the **Storage Customer** shall inform each other immediately of any instances affecting the operational application of the **Storage Services Agreement**.
2. 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.
3. In order to enable the exchange of information the **Storage Customer** and **astora** shall inform each other of the required addresses, phone/fax 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 Check

1. Upon **Conclusion** of a **Storage Services Agreement**, but at the latest prior to the first **utilisation day** **astora** has the right to request a **Communication Check**. Said **Communication Check** shall ensure that **astora**'s communication requirements have been fulfilled and that the **Storage Customer** is capable of sending and receiving reports and messages related to the operational application of the **Storage Services Agreement**.
2. **astora** may request a repetition of the **Communication Check** at any time during the **Contract Term** if it has reasonable grounds to challenge the **Storage Customer's** ability to fulfill the requirements mentioned in Section 1 hereunder.
3. If the **Storage Customer** fails to pass the **Communication Check** it shall immediately take the necessary measures to, eventually, fulfill the communication requirements. If ten (10) working days after it has failed to pass the **Communication Check** the **Storage Customer** is still unable to fulfill the communication requirements **astora** has the right to reject the **Nominations** of the **Storage Customer** until it has demonstrated compliance with the communication requirements.
4. Section 3 hereunder shall be without prejudice to **astora**'s right to terminate the **Storage Services Agreement** with immediate effect according to Article 39 of the **General Terms and Conditions for Storage Access**.

Article 4 Communication Paths and Formats

1. **astora** offers the following communication paths:
 - a) AS2 - via Internet
Every user will receive after a bilateral agreement individuell access-information.
 - b) Email as an alternative in case of technical breakdown.
2. **astora** recommends communication format Edig@s.Message types

Article 5 Nomination Procedure

1. The **Storage Customer** shall nominate the quantity of **Injection Gas** and **Withdrawal Gas** according to Article 25 of the **General Terms and Conditions for Storage Access**. Such **Nomination** may also be placed via the **Storage Portal**.
2. The **Nomination** shall be sent in the format specified by **astora**. In case a nominated quantity exceeds any of the contractually agreed **Storage Capacities**, **astora** has the right to reject the **Nomination**.

3. Renomination

The **Storage Customer** may revise its nominated hourly quantities of Natural Gas by means of sending a **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 Haidach April 2016** for the respective **Storage Location** have elapsed, at the earliest.

4. Rejection of a Nomination or a Renomination

astora may completely or partially reject a **Storage Customer's Nomination** or **Renomination** under the following circumstances:

- in case Force Majeure in accordance with Article 37 of the **General Terms and Conditions for Storage Access** occurs and / or
- in case the **Storage Customer** has exceeded the operational, technical limitations and / or the **injection - and withdrawal curves**, which are defined in the **Storage Specification** of the respective **Storage Location** and / or
- in case of maintenance according to Article 27 of the **General Terms and Conditions for Storage Access**.

In case of a complete rejection the last, valid nomination shall be effective, otherwise a quantity of zero (0) kWh. In case of partial rejection **astora** confirms the nominated quantity partially.

Moreover **astora** shall be entitled to reject any **Nomination** or **Renomination**, which infringes the provisions of the **Storage Services Agreement**.

5. Matchingprocess

The matching procedure based on the valid version of EASEE-GAS Regeln (<http://www.edigas.org/wp-content/downloads/3NominationandMatchingProcess2-0.pdf>)

Article 6 Allocation Procedure

1. The **Allocation** of **Natural Gas** will be necessary, if the **Storage Customer's Natural Gas** at a **Delivery Point** is injected or withdrawn and therefore as well metered unseparated from **Natural Gas** of other **Storage Customers**.
2. The **Allocation** of the **Storage Customer's** quantities of **Natural Gas** injected or withdrawn shall for each and every hour be based on the quantities of **Natural Gas** measured at the respective **Delivery Point**, the nominated quantities of **Natural Gas** matched by **astora** and the **Neighbouring Network Operator** and the **Allocation Procedure** for the respective **Delivery Point** which has been agreed upon between the **Neighbouring Network Operator** and **astora**.



3. The applicable ***Allocation Procedure*** has been described in the **Storage Specification Haidach April 2016**.
4. The ***Allocation*** of the ***Storage Customer's Natural Gas*** shall for each and every hour form the mutually agreed basis for determining the ***Customer's Storage Account*** and billing for exceeding the contracted ***Storage Capacities***.