

# Terms and Conditions for the Keyed Procedure Jemgum 02.03.2016

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hereinafter referred to as „**astora**“

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## Article 1 Introduction

1. **astora** intends to market **Storage Capacities** in its Jemgum **Storage Location** for the **Storage Period** from 01.04.2016, 6:00 a.m. until 01.04.2017, 6:00 a.m. on the trading platform of store-x Storage Capacity Exchange GmbH („store-x“).
2. The allocation of the **Storage Capacities** will be organised in a Keyed Procedure as defined in the General Business Terms of store-x for Trading in Capacity Rights. Within the Keyed Procedure participants can submit binding offers to enter into a **Storage Services Agreement** with **astora**, that **astora** may accept or not.
3. Subject of the Keyed Procedure will be the **Storage Services** as described in the **Storage Specification Jemgum 02.03.2016** available on store-x.
4. These terms and conditions shall define the principles of the Keyed Procedure, especially with respect to its schedule and the criteria for the acceptance of offers by **astora**, prior to the **General Terms and Conditions for Storage Access**.
5. The definitions for the storage of **Natural Gas** contained in the **General Terms and Conditions for Storage Access** shall apply. Terms used in the singular also include the plural and vice versa, assuming this has not been expressly agreed otherwise or is obvious from the respective situation.

## Article 2 Applicable Business Terms and Storage Services Agreement

1. The General Business Terms of “store-x Storage Capacity Exchange GmbH” for Trading in Capacity Rights („store-x GBT”) on the basis of the respective valid version shall apply to the intended Keyed Procedure.
2. **Storage Services Agreements** will be additionally concluded on the basis of the **General Terms and Conditions for Storage Access** in their respective valid version. Part four, five, six and § 21 shall not apply to the Keyed Procedure.
3. All individual **Storage Services Agreements** will be concluded based on the standard **Storage Services Agreement Jemgum 02.03.2016**.
4. Upon the conclusion of a **Storage Services Agreement** in the context of the intended Keyed Procedure the **Storage Specification Jemgum 02.03.2016** shall form an integral part of the **Storage Services Agreement Jemgum 02.03.2016**.

### **Article 3 Schedule of the Procedure**

1. All applicable documents for the Keyed Procedure will be published on store-x and on the website of **astora** on 11.02.2016.
2. Participants can submit their binding offers on store-x within the call period from 9:00 a.m. on 02.03.2016, until 12:00 (noon) on 02.03.2016.
3. By 3:00 p.m. on 02.03.2016, **astora** intends to have informed the participants about the extent to that their offers have been accepted by **astora**. The declaration of **astora** will be transmitted to the participant by e-mail. The **Storage Services Agreement Jemgum 02.03.2016** shall be valid and applicable upon the participant's receipt of the declaration of **astora** to accept his offer. In case the participant receives no such declaration of **astora** until the point in time stated in sentence 1, the participant shall no longer be bound to his offer.
4. Upon acceptance of an offer **astora** will send the respective, signed **Storage Services Agreement Jemgum 02.03.2016** in duplicate to the Storage Customer. The Storage Customer shall be obliged to countersign and send back one of these **Storage Services Agreements** to **astora**. The signing of the **Storage Services Agreement** in writing is not a condition precedent for the validity of the **Storage Services Agreements** according to section 3.

### **Article 4 Preconditions for the Submission of Offers**

1. In order to submit offers parties have to be registered as a participant at store-x in accordance with § 4 No. 1 of the store-x GTC.
2. For the submission of offer the participant has to use the form overlay provided by store-x.
3. For the submission of valid offers participants have to use the form overlay for Keyed Procedure on the trading platform of store-x.

### **Article 5 Capacity Allocation Principles**

1. **astora** has no obligation to accept offers made by the participants. Thus, **astora** shall be entitled to not accept offers that do not meet the economic criteria of **astora**. **astora** evaluates all admissible offers and allocates its **Storage Capacity** without discrimination.
2. All offers meeting the economic criteria of **astora** will be allocated and respectively accepted non-discriminatory to the available number of bundles according to the amount of the **Storage Services Fee** offered per bundle, whereat the respective offer featuring the highest **Storage Services Fee** per bundle will be preferentially allocated.

## Article 6 Legal Remarks

1. **astora** shall not be liable for the breakdown and / or any technical problems of the store-x trading platform prior to and / or during the Keyed Procedure.
2. All participants are obliged to treat all information confidentially they have received during the Keyed Procedure.
3. These terms and conditions including enclosures shall be subject to and construed in accordance with German Law.
4. Should any individual provision or any part of any provision of these terms and conditions 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 these terms and conditions. This shall apply correspondingly to any regulatory gaps.
5. In case of any contradiction between the **Terms and Conditions for the Keyed Procedure 02.03.2016** in the German language and the English language the German version shall prevail.