Storage Services Agreement
Jemgum 02.03.2016

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 Counterparty(ies)"

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Preamble

Based on the Keyed Procedure on 02.03.2016, 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 Jemgum *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 Jemgum 02.03.2016**:

Number of **bundles:** _____

The firm **storage service fee** according to Article 3 Section 2 of the **Storage Specification Jemgum 02.03.2016** is the following:

Sum [€]:   _____

Additionally the *storage customer* has to pay a variable **storage service fee** according to Article 3 Section 1 of the **Storage Specification Jemgum 02.03.2016**.

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 Jemgum 02.03.2016** (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 Jemgum 02.03.2016**

- **Storage Specification Jemgum 02.03.2016**

- **BEATE-Supplement Agreement for Storage Customers**

- **AGREEMENT FOR Transfer of Use of CAPACITY RIGHTS**

- **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	Location, Date
astora GmbH & Co. KG	***Storage Customer***

Name	Name	Name