General Terms and Conditions for Entry/Exit Contracts (entry/exit system) – GT&C-EEC Market area "THE"

of

Gasunie Deutschland Transport Services GmbH, Hanover

1 January 2025

gasunie

Vers.No.: 20250101-20241129

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Preamble

These General Terms & Conditions for Entry/Exit Contracts (entry-exit-system) of 1 January 2025 apply to transports of gas as of 1 January 2025 and are based on Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Grids situated in Germany in the amendment version of 22 March 2024 and the Cooperation Agreement between the Operators of Gas Supply Grids situated in Germany in the amendment version of 29 November 2024.

Only and exclusively the German version of these GT&Cs is legally binding. Any other versions of these GT&Cs created in a language other than German are meant only to serve as a source of information and are for convenience only. If there is any contradiction between what the English (or any language other than German) language version of these GT&Cs and the German language version of these GT&Cs stipulates, the German language version shall take precedence.

Section 1
Conclusion of contract

1. The shipper concludes this entry/exit contract via the capacity booking platform used by the transmission system operator for the respective entry/exit points. The preconditions for contract conclusion are registration as shipper on this capacity booking platform and acceptance by the transmission system operator as a shipper pursuant to Section 2a. The registration on the respective capacity booking platform in accordance with Section 6 of the Gas Network Access Ordinance (GasNZV) and its use shall be governed by the terms and conditions for the respective capacity booking platform published on its operator's website. In the event of a failure of this capacity booking platform or the connected systems of the transmission system operator, booking requests for day-ahead and within-day capacity may be forwarded directly to the transmission system operator. Where points subject to nomination are concerned, the transmission system operator shall, to the extent technically feasible, offer the use of the over-nomination procedure. In all other cases, requests shall be made via e-mail. The allocation will then be made according to ability and capability in the chronological order in which the binding requests are received.
2. The entry/exit contract for entry or exit capacity at cross-border interconnection points and storage points shall be concluded upon the allocation of capacity at the end of the auction. Without prejudice to the foregoing clause, the entry or exit contract for interruptible within-day entry or exit capacities shall be concluded in the over-nomination procedure according to Section 13d hereinafter.
3. The following capacity types shall be allocated in the chronological order in which binding requests are received:
   a) Exit capacity to end-consumers,
   b) Entry capacity from production and LNG facilities, and
   c) Entry capacity from facilities within the meaning of Section 6 of GasNZV for biogas injection.

   In these cases the contract shall be concluded upon receipt by the shipper of an electronic booking confirmation.
4. Entry/exit contracts in accordance with Paragraph 3 may be concluded as follows: with a term of
   a) one year or longer – at any time,
   b) less than one year–3 months prior to commencement of the contract term at the earliest,
   c) less than one month –one month prior to commencement of the contract term at the earliest,
   d) less than one gas day - subject to Paragraph 5 2 hours prior to commencement of the contract term at the earliest and subject to Paragraph 5 up to 1 hour to commencement of the contract term to the full hour at the latest.

   Entry/exit contracts in accordance with a) to c) can be concluded for whole gas days only.
5. The transmission system operator shall be entitled to enlarge the lead time according to Paragraph 4, from up to 1 hour to 3.5 hours to commencement of the contract term on the full hour, particularly for one or more of the following criteria for the sake of integrity

of the network especially for end consumers with generally unpredictable, extremely high and volatile gas consumption at individual exit points:

a. capacity demand at the respective network point,

b. possibility, availability and lead time of a necessary line pack,

c. technical characteristics of the network like
   aa. distance to the next facility for pressure provision,
   bb. pipeline diameter, or
   cc. density of end consumer with unpredictable, extremely high and volatile gas consumption,

d. Profile and predictability of the respective end consumer's load profile.

The extension of this lead time takes place in steps of 15 minutes and is to be justified by the transmission system operator for each of the respective exit points on his website with a reasonable publishing time in advance. The lead time according to Paragraph 4 sub item d) from up to 2 hours shall extend respectively.

The right of the transmission system operator to stipulate technical offtake notices as well as compliance with technical restrictions regarding article 8 section 5 GasNZV shall remain unaffected.

6. The Supplementary Terms and Conditions of the respective transmission system operator in the version applicable at the time of entry/exit contract conclusion shall be an integral part of this contract. In the event of conflict between the provisions of the entry/exit contract and the respective transmission system operator's Supplementary Terms and Conditions, the terms of this entry/exit contract shall have precedence over said Supplementary Terms and Conditions. Deviations from this entry/exit contract are possible to provide bundling at cross-border interconnection points.

   For the allocation of incremental capacities pursuant to Article 3 (1) of Regulation (EU) No. 2017/459 of the Commission dated 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No. 984/2013 as at the time these general terms and conditions take effect the transmission system operators may specify additional and/or deviating provisions in respect of this entry/exit contract in the Supplementary Terms and Conditions of the transmission system operator. These supplementary and/or divergent provisions in the Supplementary Terms and Conditions of the transmission system operator represent the general terms and conditions pursuant to Article 27 Paragraph 3(e) and Article 28 Paragraph 1(b) of Regulation (EU) No. 2017/459 which a shipper has to accept to take part in the process for the binding allocation of incremental capacity and to gain access to capacity including possible deposits and specifications thereto how possible delays to capacity provision or disruption of the project are contractually stipulated. Supplementary Terms and Conditions of the transmission system operator for the allocation of new additional technical capacities at cross-border interconnection points pursuant to Article 2 (3) of Regulation (EU) No. 984/2013 of the Commission dated 14 October 2013 as amended on 1 October 2016 will remain unaffected by these general terms and conditions. The Supplementary Terms and Conditions referred to in the previous sentence shall prevail for concluded entry and exit contracts at the effective date of this general terms and conditions.

   The transmission system operator and the shipper may agree on provisions deviating from this contract to realise projects pursuant to § 39 GasNZV.

7. The inclusion of any general terms and conditions of the shipper is contradicted.

Section 2
Definition of terms

The following definitions of terms shall apply here. Terms used in the singular also imply the plural.

1. Active balancing group manager
   Balancing group manager with booked bundled capacity from the active transmission system operator included in his balancing group.
2. Active transmission system operator
   Transmission system operator who was designated at a cross border interconnection point from the connected transmission system operators to receive the bundled nomination and to forward it to the passive transmission system operator.
3. Connection user
   In accordance with Section 1 (3) NDAV (Ordinance Concerning General Conditions for Network Connection), shall also apply to medium and high-pressure networks.
4. Exit network operator
   Network operator with whom the shipper concludes an exit/withdrawal contract in accordance with Section 3 (1) sentence 1 GasNZV.
5. Exit point
   A point within the market area where gas can be withdrawn by a shipper from a network operator's network to supply end-consumers or for injection into storage, or for transfer at national borders. Several exit points grouped together within a zone in accordance with Section 11 (2) GasNZV shall also be deemed to be an exit point.
6. BEATE
   Decision by the Federal Network Agency on provisions for the conversion of annual demand charges to demand charges for capacity rights of less than one year and for the proper determining of transport tariffs according to Section 15 (2) to (7) GasNEV of 29 March 2019 (Ref. BK9-18/608) amended by BNetzA decision of 16 October 2020 (Ref. BK9-20/608) or any decision by the Federal Network Agency amending or replacing it.
7. Balancing calorific value
   Balancing calorific value is an advance estimate of an invoicing gross calorific value in a given calorific value area. It is subject to monthly review if necessary. A calorific value area is a network area in which a single invoicing gross calorific value is applied.
8. Balancing group number
   A unique number assigned by the market area coordinator for a balancing group that principally serves the identification of gas quantity nominations/renominations.
9. Day-ahead capacity
   Capacity which can be booked on the day before the transporting gas day.
10. Entry network operator
    Network operator with whom the shipper concludes an entry/injection contract in accordance with Section 3 (1) sentence 1 GasNZV.
11. Entry point
    A point within the market area where a shipper can transfer gas into the network operator's network from national borders, domestic sources and production plants, LNG plants, biogas plants and storage facilities. Several entry points grouped together within a zone in accordance with Section 11 (2) GasNZV shall also be deemed to constitute an entry point.
12. Gas business year
    Period starting 1 October, 06:00 a.m. of a given calendar year until 1 October, 06:00 a.m. of the following calendar year.

13. Bundled nomination
    Uniform nomination at a bundled booking point.
14. Bundled capacity
    Exit and the corresponding entry capacity which can be booked as bundle by a shipper.
15. Bundled booking point
    Summary of a bookable exit point and a bookable entry point between the domestic and a foreign market area on which shippers may book a bundled capacity.
16. GeLi Gas
    Uniform business processes and data formats determined by the Federal Network Agency (doc. no. BK7-06-067) dated 20 August 2007, or any directive replacing or amending this determination of the Federal Network Agency.
17. Capacity
    Maximal hourly flow rate at an entry or exit point, expressed in kWh/h.
18. Capacity booking platform
    Booking platform for transmission system operators' capacities.
19. Flow commitment
    The contractual agreements outlined under Section 9 (3) sentence 2 no. 1, GasNZV.
20. MARGIT
    Decision by the Federal Network Agency dated 27 May 2020 and 11 September 2020 (ref. BK9-19/612) concerning the determination of the level of multipliers, the determination of a discount at entry points from LNG facilities, and at entry points from and exit points to infrastructure developed with the purpose of ending the isolation of Member States in respect of their gas transmission systems and the determination of the level of discounts for interruptible standard capacity products at all interconnection points for the calendar year 2021, or any decision by the Federal Network Agency amending or replacing it.
21. Month M
    Month M is the delivery month. The delivery month corresponds to the period from day 1, 06:00 hours of the delivery month until day 1, 06:00 hours of the following month.
22. Points subject to nomination
    Border crossing points, points at storage facilities, points at natural gas production and LNG facilities, unless the transmission system operator waives the nomination obligation pursuant to Section 13 (1) sentence 5.
23. Passive balancing group manager
    Balancing group manager with booked bundled capacity from the passive transmission system operator included in his balancing group.
24. Passive transmission system operator
    Transmission system operator who receives the forwarded bundled nomination from the active transmission system operator.
25. REGENT
    Decision by the Federal Network Agency dated 11 September 2020 concerning the periodic decision making regarding the reference price methodology and the other points listed in Article 26(1) of Regulation (EU) No 2017/460 applicable to all transmission system operators (ref. BK9-19/610) or any decision by the Federal Network Agency amending or replacing them.
26. Sub-balancing account
    Sub-balancing accounts are accounts assigned to a balancing group that allow entry and exit quantities to be assigned to shippers and/or partial quantities to be clearly tracked.

27. Day D
    Day D is the delivery day , which commences at 06:00 hours and ends on the following day at 06:00 hours.

28. Interruptible capacity
    Capacity offered by the transmission system operator on an interruptible basis. The transmission system operator may interrupt the use of interruptible capacity.

29. Within-day capacity
    Capacity pursuant to Section 2 No. 13a GasNZV which after the end of the day-ahead auction, is offered and allocated for the respective gas day from the first full hour of booking to the end of said gas day.

30. Business days
    In deviation from the definition of business days given in Section 2 no. 16 GasNZV 'business days', with reference to deadlines, shall include every day except Saturdays, Sundays and public holidays. Any day recognised as a public holiday in any German Federal State shall be deemed to be a public holiday. 24 and 31 December shall always be deemed to be public holidays.

31. Time format
    For all time indications the official German time (Central European Time or Central European Summer Time (CET/CEST) shall apply.

Section 2a
Admission to the capacity booking platforms and to the systems of the transmission system operator for processing network access

1. The shipper shall provide to the transmission system operator the following documents:

   a) Proof of authority to act on behalf of the company according to Paragraph 3 of this Section and

   b) Audited annual financial statements of the previous three business years, or if less than three audited annual financial statements available due to a shorter business activity of the shipper, all available audited annual financial statements and the opening balance.

2. The transmission system operator may request in reasoned cases additional documents such as:

   a) Questionnaire regarding information with respect to the company, the management and the intended capacity bookings. A specimen questionnaire is published on the transmission system operator´s website,

   b) original certification in tax matters (previously: tax clearance certificate) of the competent tax authority or as certified copy or comparable foreign certificate.

3. The shipper shall provide to the transmission system operator a copy of its entry in the register of companies or, in the case of foreign shippers, equivalent official documents to provide proof of authority to act on behalf of the company. The form provided either via the respective capacity booking platform or on the transmission system operator's website shall be completed and signed by a person or persons authorised to act on behalf of the shipper, in accordance with sentence 1 of this Paragraph 1. The name of at least one person authorised to represent the shipper as a user of the respective capacity booking platform shall be stated in the form. Sentence 2 of this Paragraph shall also apply to any user who may be added after the completion of admission. The transmission system operator may alternatively allow the shipper to set up additional users directly via the respective capacity booking platform itself.

4. If the documents pursuant to Paragraph 1 to 3 are not provided in German or English an authorised translation in German or English shall be enclosed.

5. The transmission system operator shall be entitled not to admit the shipper to use the capacity booking platforms if there are justified grounds for requesting a deposit in accordance with Section 36 or an advance payment in accordance with Section 36a and the shipper does not provide security or make an advance payment in due time.
6. The transmission system operator shall admit the shipper to use the respective capacity booking platform immediately, but no later than 10 business days after receipt of the complete admission request in accordance with Paragraph 1 of this Section 2a, provided that the conditions for admission stated in Paragraphs 1 to 4 of this Section 2a have been met and Paragraph 5 does not apply.
7. The shipper shall be obligated to notify the transmission system operator promptly of any changes relevant for admission, including the loss of a user. If the transmission system operator finds that the conditions for admission stated in Paragraphs 1 and 4 of this Section 2a are no longer met or are only met in part the transmission system operator shall promptly notify the shipper thereof. The shipper shall be obligated to meet the missing conditions for admission stated in Paragraphs 1 and 4 of this Section 2a within 10 business days.
8. The shipper shall be obligated to use the access data provided to him with due care. Without limitation this includes protecting the access data from unauthorised use by third parties. The shipper shall promptly notify the transmission system operator if the access data have gone astray or if there is reasonable suspicion that they are in the possession of unauthorised third parties. All actions by the user confer rights and impose obligations upon the shipper.
9. The transmission system operator shall be entitled to withdraw any admission granted in the cases provided for in Sections 36 (11) and 37 and in the event of missing conditions for admission. The transmission system operator shall guarantee the performance of existing contracts, in particular with respect to the surrender of capacities under Section 16. In addition, the transmission system operator shall be entitled to deactivate the use of a capacity booking platform by individual users of the shipper provided there is reasonable cause. The transmission system operator shall inform the shipper thereof promptly. The deactivation of the shipper or of individual users pursuant to the present paragraph shall entail the deactivation of the shipper and/or users for all systems of the transmission system operator. The shipper may apply for re-admission under the conditions stated above at any time.
10. When admitting the shipper to the respective capacity booking platform the transmission system operator shall also admit the shipper to the systems which are necessary for network access, and provide the shipper with the necessary access data. The provisions in Paragraphs 1 to 9 of this Section 2a apply mutatis mutandis to the use of said systems.

Section 2b
Availability of the systems of the transmission system operator for processing network access

1. The right to use the systems of the transmission system operator for processing network access exists solely to the extent that the state of the art and the technical availability of said systems will allow. The transmission system operator may temporarily limit the service scope of the systems of the transmission system operator for processing network access if and to the extent that this is necessary to guarantee the security and integrity of said systems or to implement technical measures required to provide the services. The same applies in case of faults which are unforeseen or which, without limitation, are due to a power supply failure or to hardware and/or software faults and which result in a total or partial outage of the systems of the transmission system operator for processing network access. In such cases, there shall be no right to use the systems of the transmission system operator for processing network access. The transmission system operator shall in such cases promptly notify the shippers affected in an appropriate manner, minimise the impact on the shippers so far as possible and without undue delay restore the availability of the systems of the transmission system operator for processing network access so far as it is commercially reasonable.
2. The use of the systems of the transmission system operator for processing network access is accordingly restricted or not possible for the duration of the restricted availability or non-availability as described in Paragraph 1 of this Section 2b. Ongoing processes will be aborted. The transmission system operator shall notify the shippers if said processes can be recovered at a later time.
3. In case of a restriction or failure of the system(s) the transmission system operator shall offer an alternative communication path – as a minimum via data portal or email – for nominations and renominations.

Section 3
Scope of the entry contract

1. Upon the conclusion of an entry contract the entry transmission system operator shall be obligated to make available the booked capacity at the respective entry points of the transmission system operator's network for the shipper in accordance with the entry contract.
2. The entry contract entitles the shipper to use the network from the entry point up to the virtual trading point of the market area.
3. The shipper shall be obligated to provide the gas quantities to be transported in accordance with Sections 12, 13 and 14 at the booked entry point and deliver them to the entry transmission system operator. The entry transmission system operator shall be obligated to take delivery from the shipper of the gas quantity in accordance with sentence 1.
4. It is not necessary to ensure the physical identity of the gas. Gas quantities may be provided and taken off together with other gas quantities in a commingled stream.

Section 4
Purpose of the exit contract

1. Upon the conclusion of an exit contract the exit transmission system operator shall be obligated to make available the booked capacity at the respective exit points of the transmission system operator's network for the shipper in accordance with the exit contract.

2. The exit contract entitles the shipper to use the network from the virtual trading point up to the exit point of the market area.
3. The exit transmission system operator shall be obligated to deliver to the shipper the gas quantities to be transported in accordance with Sections 12, 13 and 14 at the booked exit point. The shipper shall be obliged to take delivery from the exit network operator of the gas quantity in accordance with sentence 1 at the booked exit point.
4. It is not necessary to ensure the physical identity of the gas. Gas quantities may be received or provided together with other gas quantities in a commingled stream.

Section 5
General entry and exit requirements

1. The shipper may feed gas to or offtake gas from the system if a balancing group contract is in place, the booked entry or exit point is included in a balancing group or sub-balancing account and the entry or exit gas quantity has been nominated if nomination requirements apply under Section 12 or 13.
2. Biogas quantities may be included in a separate biogas balancing group in accordance with Section 35 GasNZV. Subject to the exception pursuant to Section 29 Paragraph 4 Sentence 4, the priority transport of biogas can be ensured only if the biogas quantities concerned have been included in a separate biogas balancing group.
3. Booked capacity may only be used subject to any applicable capacity allocation restrictions and capacity usage restrictions.
4. Usage of booked firm dynamically allocable capacity (DZK) within the meaning of Section 9 Paragraph 1 lit. b) is subject to the following provisions:
   a) At the request of the respective transmission system operator, points not subject to nomination, must be included in DZK balancing groups of the "RLM" type. Exit points subject to nomination may not be included in DZK balancing groups of the "RLM" type.
   b) In order to have a DZK balancing group of type "RLM" displayed on capacity booking platforms in the context of booking DZK and to be able to use it for inclusion, the shipper must have made a corresponding allocation of points to the desired DZK balancing group of type "RLM" by 12 noon of the last working day before the booking at the latest, taking into account the applicable allocation requirements with the transmission system operator.
   c) At the request of the respective transmission system operator, DZK with differing allocation requirements at cross-border interconnection points or points at storage facilities shall be included in separate balancing groups or sub-balancing accounts.

Section 6
Preconditions for use of booked capacity at cross-border interconnection points

1. Bundled capacity may only be used if the bundled booking point within the meaning of Article 19 (3) of Regulation (EU) 2017/459 is included as an exit point in the supplying market area, and as an entry point in the receiving market area in the respective balancing groups formed in accordance with Section 7(3).
2. Capacity may be used only subject to the prior conclusion of a balancing group contract or, in the case of bundled capacity, the prior conclusion of balancing group contracts and prior compliance with technical requirements (especially communications testing) for the use of the capacity.
3. Booked capacity may only be used subject to any applicable capacity allocation restrictions and capacity usage restrictions.

4. If several shippers include their bundled capacity in the same balancing group, or a single shipper or several shippers include bundled capacity in a balancing group in which non-bundled capacity has already been included, they are required to agree on the appointment of one balancing group manager who shall submit a consistent nomination for all capacities in accordance with Section 12 (1) herein below.

Section 7
Inclusion of entry and exit points in balancing groups

1. The shipper may include an entry or exit point in several balancing groups/sub-balancing accounts. In such case the shipper shall notify the transmission system operators of the capacity quantities include in the respective balancing group/sub-balancing account at that point. Exit points to end consumers and entry points at biogas plants may only be booked by one shipper and only included in one balancing group. Sentences 1 and 2 shall not apply to bundled day-ahead and bundled within-day capacity.
2. Entry and exit points may only be included in balancing groups or sub-balancing accounts with identical gas quality (H-or L-gas).
3. Any bundled or non-bundled capacity products must initially be included in a balancing group as part of the booking via the respective capacity booking platform. The balancing group inclusion can be made by 12:00 noon on the working day before the delivery day at the latest via the transmission system operator's system for processing network access. If the transmission system operator does not offer such a system the change of inclusion shall be made by e-mail. Notwithstanding sentence 2, the shipper shall immediately include the bundled or unbundled booking point at which it has acquired bundled or unbundled day-ahead capacity into the balancing groups no later than 18:00 hours on the day before the delivery day. For firm within-day capacities and day-ahead capacities, the booking point shall be included immediately after the end of the respective auction as part of the booking. For this purpose, the shipper shall inform the respective transmission system operator of the balancing group or sub-balancing account number as part of the day-ahead and/or within-day booking. The inclusion within the specified period also requires a successful prior communication test between the transmission system operator and the designated balancing group manager pursuant to Section 13b and the one-time submission of the authorization pursuant to Section 12 (1).
4. To make this inclusion possible via the respective capacity booking platform or the system of the transmission system operator, the shipper shall provide the transmission system operator with the selectable balancing group or sub-balancing account numbers once before their first-time use no later than 12:00 hours on the last business day prior to the booking. The transmission system operator may waive the requirements of sentence 1 for his system.
5. The shipper shall warrant that it has been authorised by the balancing group manager to include on behalf of the balancing group manager entry or exit points in a balancing group or a sub-balancing account. If the shipper itself is not the balancing group manager, the transmission system operator reserves the right to require the shipper to submit a power of attorney documenting such authorisation in justified individual instances. The shipper shall indemnify the transmission system operator against claims by third parties as a result of the shipper not holding the legally valid authorisation by the balancing group manager warranted by the shipper.
6. Paragraphs 7 and 8 of this Section 7 only apply to entry/exit points to/from gas storage facilities that give the storage customers access to the market of a neighbouring country.
7. Entry and exit points at gas storage facilities at which the shipper has booked capacity which is not priced at a discounted transportation tariff in accordance with the provisions of Paragraph 2) of the operative provisions of REGENT (hereinafter referred to as 'non-discounted capacity') may be included at the amount of the booking of the non-discounted

capacity, in one or several specially designated balancing groups/sub-balancing accounts for non-discounted capacity only.

The transmission system operator shall be entitled to specify in its Supplementary Terms and Conditions that the allocation to the relevant account (discount account or non-discount account) may instead be made via different shipper codes.

8. Entry and exit points at gas storage facilities at which the shipper has booked capacity which is priced at a discounted transportation tariff in accordance with the provisions of Paragraph 2) of the operative provisions of REGENT (hereinafter referred to as 'discounted capacity') may be included up to the level of the booking of the discounted capacity only in one or several balancing groups/sub-balancing accounts without any special designation for non-discounted capacity.

Section 8
Bundled booking points

1. Cross-border interconnection points connecting transmission networks with each other shall be consolidated to form a single booking point for each flow direction. Capacities will only be bundled if the neighboring foreign transmission system operator facilitates the bundling. If the neighboring foreign transmission system operator does not facilitate the bundling then the provisions governing bundled capacities do not apply to the cross-border interconnection point concerned.
2. Shippers may book bundled capacity at bundled booking points on a firm basis. Booking enables the shipper to handle transport via a bundled booking using a bundled nomination provided the neighbouring foreign transmission system operator facilitates the nomination. This arrangement applies to new contracts. Old contracts (contracts concluded on or before 31 July 2011) shall not be affected unless shippers holding exit and corresponding entry capacity contracts request the amendment of these contracts. Where there is still an old contract on one booking side, non-bundled capacity may only be sold on the other booking side until expiry of the contract at the latest.
3. At bundled and non-bundled booking points, transmission system operators may also offer bundled and non-bundled capacity with capacity allocation restrictions and capacity delivery restrictions.
4. Bundling in accordance with Paragraph 1 of this Section 8 shall be carried out between the relevant individual booking points of the transmission system operators.
5. In the event of the marketing of bundled capacity pursuant to Section 1 (2), the auction surcharge shall be split between the adjacent transmission system operators and shall be indicated to the shipper via the booking confirmation. The respective transmission system operator shall invoice the shipper for its share of the auction surcharge. The transmission system operator shall be entitled to change its share in the auction surcharge for the future by agreement with the adjacent transmission system operator.
6. The parties to the contract shall be entitled and obligated to terminate the entry or exit contract when the corresponding contract at the bundled booking point is terminated. Accordingly, the parties shall be entitled to amend the contract if the corresponding contract is amended. The rights and obligations under the entry or exit contract at the bundled booking point shall be suspended for such time as the performance obligations under the corresponding contract at the bundled booking point are suspended or the corresponding contract is not yet effective.
7. Holders of firm unbundled capacity at cross border interconnection points may convert such capacity into firm bundled capacity of the same capacity product within the auction of firm bundled annual, quarterly or monthly capacity products at the respective cross border interconnection point. The conversion may only be carried out up to the amount and term of the bundled capacity and up to the amount and term of the unbundled

capacity. Unbundled capacity may also be converted partially with respect to amount and term provided that the conversion comprises at least one calendar month. To the extent unbundled capacity is converted, the shipper shall pay for the converted now bundled capacity the transportation tariffs as defined by Section 25 of the entry and exit contract for unbundled capacity plus any auction premium for the converted unbundled capacity. In addition, the shipper shall pay for such part of the converted capacity any auction premium resulting from the auction where the shipper booked the bundled capacity. The unbundled capacity held by the shipper shall be reduced by the capacity converted by the shipper in accordance with Sentence 1 of this Paragraph 7.

Section 9
Capacity products

1. Without limitation, the capacity products listed below may be offered on a firm basis in accordance with Section 1 via the capacity booking platforms:

   a) Firm, freely allocable capacity (FZK) allows shippers to use booked entry and exit capacity on an unrestricted, firm basis without specifying a transport path. The entry capacity entitles shippers to inject gas at the booked entry point for withdrawal at any booked exit point or for transfer at the virtual trading point. The exit capacity entitles shippers to withdraw at the booked exit point the gas injected at any booked entry point or transferred at the virtual trading point.

   b) Firm, dynamically allocable capacity (DZK) allows shippers to use booked entry and exit capacity on a firm basis provided that, in the case of entry capacity, gas is injected at the booked entry point for withdrawal at a pre-specified exit point and that, in the case of exit capacity, the gas injected at a pre-specified entry point is withdrawn at the booked exit point. In addition, it allows shippers to use booked entry and exit capacity on an interruptible basis without specifying a transport path. The entry capacity entitles shippers to inject gas at the booked entry point for withdrawal at each booked exit point or for transfer at the virtual trading point. The exit capacity entitles shippers to withdraw at the booked exit point the gas injected at each booked entry point or transferred at the virtual trading point.

   c) Conditionally firm, freely allocable capacity (bFZK) allows shippers to use booked entry and exit capacity on a firm basis without specifying a transport path, provided that a pre-defined, external condition is met. External conditions can refer to temperature conditions (bFZKtemp), to load conditions (bFZKlast) or to a combination of temperature and load conditions (bFZKkomb). In all other cases, use occurs on an interruptible basis. The entry capacity entitles shippers to inject gas at the booked entry point for withdrawal at each booked exit point or for transfer at the virtual trading point. The exit capacity entitles shippers to withdraw at the booked exit point the gas injected at each booked entry point or transferred at the virtual trading point.

2. The transmission system operator shall also offer interruptible capacity on the basis of a procedure which is transparent, non-discriminatory, and standardised between the transmission system operators. The transmission system operator shall only offer interruptible capacity at cross-border interconnection points and at storage facilities with a term of more than one day if the corresponding firm capacity on a monthly, quarterly or annual basis has been sold at an auction surcharge, sold in full or has not been offered. The transmission system operator shall be entitled to offer interruptible day-ahead capacities at cross-border interconnection points and at storage facility points as well as interruptible capacities with any contract term at other points only if the firm capacities for the respective contract term have been sold in full or have not been offered.

3. Transmission system operators determine and publish on their websites DZK capacity allocation restrictions for predetermined entry or exit points. DZK can be used firmly as far as nominations or the amounts of allocated energy content in kWh of the gas injected or taken off at entry/exit points determined in line with sentence 1 correspond in each

given hour or in case of DZK at exit points not requiring nomination as far as nominations have been done at the corresponding entry points according to Paragraph 2 Section 29b ("balancing entry point"). If the shipper injects or takes off quantities at entry or exit points other than the predetermined points, or injects or takes off gas in deviation from sentence 2 (DZK deviation), the dynamically allocable entry/exit capacity in the amount of the DZK deviation can only be used as interruptible capacity. The DZK deviation is determined individually for each balancing group including its sub balancing accounts.

4. With respect to bFZKtemp the firm usage is conditional to a pre-defined temperature condition, which allows to determine the firm and interruptible elements exactly. The transmission system operator publishes the definition of the temperature condition on its web site, specifying on which generally accessible weather data the reference temperature is based. For each gas day (D) the transmission system operator shall determine at 1pm on the preceding day (D-1) the extent to which the temperature condition is met, i.e. which of the bFZKtemp offered at an entry/exit point will be firm and which will be interruptible.

5. With respect to bFZKlast the firm usage is conditional to a pre-defined load condition, finally defined prior to the marketing. The transmission system operator publishes the load condition with a description of the underlying network restriction, including examples of relevant flow scenarios, on its web side. For each gas day (D) the transmission system operator shall determine at 1pm on the preceding day (D-1) the extent to which the load condition is met, i.e. which of the bFZKlast offered at an entry/exit point will be firm and which will be interruptible. The flow forecasts and thus the division into firm and interruptible elements for each gas day (D) shall be based on the data available at the time of the determination.

6. With respect to bFZKkomb the firm usage is conditional to a pre-defined combination of temperature and load condition. For each gas day (D) the transmission system operator shall determine at 1pm on the preceding day (D-1) the extent to which the combination of temperature and load condition is met, i.e. which of the bFZKkomb offered at an entry/exit point will be firm and which will be interruptible. For the temperature condition the provisions under Paragraph 4 of this Section 9 shall apply. For the load condition the provisions under Paragraph 5 of this Section 9 shall apply.

7. The transmission system operator publishes for each bFZK product the result of the determination of firm and interruptible elements for each day (D) by 1:30pm on the preceding day (D-1) in a commonly used format enabling automatic readout.

8. Transmission system operators shall publish capacity allocation restrictions and capacity delivery restrictions affecting individual entry or exit points on the respective capacity booking platform.

9. Depending on the offer on the respective capacity booking platform, entry and exit contracts may be concluded on a yearly, monthly, quarterly or daily basis and on a within-day basis. Further details are outlined on the respective capacity booking platform. Yearly capacity products for cross-border interconnection points as well as at storage facilities shall always begin on 1 October of a given year; quarterly products shall begin on 1 January, 1 April, 1 July or 1 October of a given year, and monthly products shall begin on the first day of the month.

10. The transmission system operator shall market available capacity on a firm basis in the following order:

    a) Free capacity

    b) Capacity released as a result of renomination restrictions under Section 17

    c) Surrendered capacity under Section 16

    d) Withdrawn capacity under Section 18.

11. The transmission system operator may offer reverse flow capacities at cross-border interconnection points. Normally, reverse flow capacities may only be booked on an interruptible basis. Nevertheless, the transmission system operator may offer reverse flow capacities on a firm basis.

12. Capacity products shall begin and end at the beginning and end of a gas day.

Section 10
Conversion of interruptible capacity or firm capacities with interruptible elements

1. Holders of interruptible capacity or firm capacities with interruptible elements at cross-border interconnection points and at storage facility points may submit bids at an auction of firm capacities to convert their capacities into firm capacities or firm capacity products with less interruptible elements (Section 13 (2) GasNZV). The shipper may specify in a binding bid whether his interruptible capacity or capacity with interruptible elements is to be replaced in whole or in part by firm capacity or capacity with less interruptible elements. Both the partial conversion and the conversion of multiple interruptible capacities may be implemented in such manner that the transmission system operator permits separate bids to be made via the respective capacity booking platform.

2. Holders of interruptible capacity or firm capacity with interruptible elements may convert such capacity into firm capacity or capacity with less interruptible elements if they make a binding declaration at the time of booking firm capacity or capacity with interruptible elements that their interruptible capacity is to be replaced in whole or in part by firm capacity or capacity with less interruptible elements. Both partial conversion and the conversion of multiple interruptible capacities may be implemented in such manner that the transmission system operator permits separate bids to be made on the respective capacity booking platform.

3. If the shipper's capacity is converted in accordance with Paragraphs 1 or 2 of this Section 10, the shipper shall pay the applicable charges determined in the respective auction for firm capacity or capacity with interruptible elements (Paragraph 1) or published by the transmission system operator for firm capacity or capacity with interruptible elements (Paragraph 2). In addition, the shipper shall pay a possible auction surcharge, which arises when the capacity to be converted is booked. The interruptible capacity or capacity with interruptible elements held by the shipper shall be reduced by the capacity converted by the shipper in accordance with Paragraph 1 or 2 of this Section 10.

Section 11
Registration and deregistration of network use for supply to end-consumers

1. The processing of supply to end-consumers at exit points is governed by GeLi Gas.
2. The booking of available capacities (e.g. subsequent bookings or additional bookings of capacities previously not booked) for supply to end-consumers that are directly connected to the transmission system of the transmission system operator shall not result in the initiation of registration or deregistration in accordance with GeLi Gas as stated in Paragraph 1 of this Section 11.
3. The shipper warrants that it is authorised by the balancing group manager and on behalf of the latter to carry out case-group changes for RLM exit points in accordance with GeLi Gas by making balancing-relevant changes to master data or by notifying the start of delivery. If the shipper itself is not the balancing group manager, the transmission system operator reserves the right to require the shipper to submit a power of attorney documenting such authorisation in justified individual instances. The transmission of a copy of the power of attorney as an electronic document is usually acceptable for this purpose. The shipper shall indemnify the transmission system operator against claims by third parties as a result of the shipper not holding the legally valid authorisation by the balancing group manager warranted by the shipper.

Section 12
Nomination and renomination at cross-border interconnection points

1. The balancing group manager appointed by the shipper for this purpose shall be responsible for nomination and renomination. The active balancing group manager shall be responsible for bundled nominations and bundled renominations. Bundled nominations and bundled renominations are governed by the 'Business Requirements Specification for the Nomination and Matching Procedures in Gas Transmission Systems' (NOM BRS) as amended, published at www.entsog.eu. The active balancing group manager must have been authorised by the passive balancing group manager to submit a bundled nomination in accordance with NOM BRS to the relevant transmission system operator. The respective active transmission system operator at the booking point concerned is named on the relevant transmission system operator's website.
2. The balancing group manager shall nominate the gas quantities to be transported in connection with the use of firm capacity at a booking point by 14:00 hours of the day prior to the delivery day. This initial nomination shall be accepted if it is received by the transmission system operator by 14:00 hours. The nominated value in respect of the initial nomination shall otherwise be zero, unless the parties have agreed otherwise.
3. The nominating balancing group manager may replace his initial nomination by a renomination no later than two hours prior to the hour concerned. Renomination is permitted up to 90 % of the capacity booked by the shipper at the booking point, subject to a minimum of 10 % of the booked capacity. In the case of initial nominations of a minimum of 80 % of the booked capacity, upward re-nomination of up to half of the non-nominated booked capacity shall be permitted. In the case of initial nominations of no more than 20 % of the booked capacity, downward renomination of up to half of the nominated booked capacity shall be permitted. Allowable renomination amounts shall be rounded to whole kilowatt hours per hour using commercial rounding principles.
4. Nominations shall be first allocated to firm capacity products, and then to interruptible capacity products.
5. Renominations for firm capacity exceeding the amount permitted in accordance with Paragraph 3 of this Section 12 shall be accepted only up to the amount of total booked

capacity. That part of the renomination which exceeds the quantity permitted shall be treated as a nomination of interruptible capacity, and shall be interrupted first.

6. Renomination of firm capacity falling below the quantity permitted by Paragraph 3 of this Section 12 shall be accepted. If interruption in the reverse flow direction is necessary, the renomination amount shall be raised to the minimum allowable renomination value.

7. The renomination restriction shall not apply to shippers that have booked less than 10 % of the reported yearly technical capacity at the booking point on a firm basis.

8. If several shippers include a booking point in the same balancing group, the balancing group manager may set up a sub-balancing account for every shipper in the balancing group. In such case, the responsible balancing group manager shall nominate gas quantities to the corresponding sub-balancing account for each individual shipper. In such cases, the renomination limits stated in Paragraphs 3 and 7 of this Section 12 shall apply to the total capacity of the shipper included in sub-balancing accounts at the respective booking point. In the event that sub-balancing accounts are not set up, the renomination limits shall apply to the total capacities at the booking point in a balancing group.

9. Nominations shall be submitted individually for each flow direction. Bundled capacity shall be nominated by submitting a bundled nomination. Bundled nominations shall be made by stating the point, direction of flow and balancing group code pairs in accordance with NOM BRS.

10. Day-ahead capacity and within-day capacity shall be disregarded when determining the permissible renomination range in accordance with Paragraph 3 of this Section 12.

11. The amount of booked capacity and the renomination limits calculated from such capacity in accordance with Paragraph 3 of this Section 12 shall be determined after 14:00 hours on the basis of the capacity booked under the entry or exit contract or the capacity included in the balancing group less capacity surrendered to the balancing group by 14:00 hours.

12. The annual technical capacity pursuant to Section 7 shall be published by the transmission system operators once a year for the following gas year on the capacity booking platform on which the capacities are marketed. The publication shall take place no later than the publication of the binding capacities pursuant to Article 11(8) of Regulation (EU) 2017/459. In the event that capacity is allocated competitively at several booking points, the transmission system operator shall allocate the total available capacity to the competing booking points on a product-specific basis for the purpose of publication in accordance with sentence 1 on the basis of appropriate and objective reasons.

13. Transmission system operators will plan their operational grid steering and, together with the market area manager the balancing energy demand to be procured by the market area manager on the basis of received nominations. To secure a reliable planning in particular for a safe grid steering and an efficient determination of the balancing energy demand, the transmission system operators require nominations, which include the planned hourly time series for the whole gas day and predicted best as possible. Therefore, the shipper is obligated to secure that the balancing group manager commissioned by him will provide every nomination with a predictive accuracy and the utmost care. Conduct detrimental to the grid that violates this obligation includes, in particular but not limited to systematic erratic nominations which are implausible for the transmission system operator. A breach of duty shall be presumed if the shipper cannot prove in accordance with the following provision that the nomination behaviour was required by good gas industry practice. In the event of such nomination behaviour, the shipper shall, at the transmission system operator's request, prove to the transmission system operator within 10 working days by means of suitable documents that the nomination behaviour was comprehensible and justified in terms of good gas industry practice. This is the case in particular in, but not limited to the following cases:

a) Direct offtake is made at RLM exit points that show a change in the offtake forecast that matches the nomination behaviour.

b) The respective (re-)nominations are based on a corresponding trade.

As evidence for the reason and the necessity of the nominations made, for example, contractual details of trading transactions may be submitted. The evidence may also be provided by the balancing group manager nominated pursuant to Paragraph 1 Sentence 1.

14. If the evidence required under Paragraph 13 above is not provided or not provided in full, the transmission system operator shall be entitled to levy a contractual penalty for each case of non-compliance to the exclusion of the continuation connection. The amount of the contractual penalty shall be calculated by multiplying the difference between the maximum and minimum (re-)nomination in kWh/h for the gas day concerned by the price set out in the price sheet or in the Supplementary Terms and Conditions for this contractual penalty.

    In addition, in the event of a breach of the obligation pursuant to Paragraph 13, the shipper shall be liable for damages caused by its nomination behaviour not in compliance with the contract pursuant to Section 35. Implausible renominations may in particular cause damages due to costs resulting from supply interruptions due to a constraint of network stability.

15. Any contractual penalty to be paid shall be offset against any damages to be paid.

16. The active balancing group manager shall send the bundled nominations in accordance with Paragraph 9, sentence 2 to the active transmission system operator. The active balancing group manager shall send the bundled nomination also on behalf of the passive balancing group manager. The active transmission system operator shall forward the bundled nomination to the adjacent passive transmission system operator as the matching partner. The passive transmission system operator shall check whether the authorisation of the passive balancing group manager in accordance with Paragraph 1 has been granted. At the end of the relevant matching cycle the relevant nomination confirmation shall be sent by the active transmission system operator to the active balancing group manager and by the passive transmission system operator to the passive balancing group manager.

17. Firm within-day capacity at cross-border interconnection points and at storage facility points can be nominated 45 minutes after the end of the auction. Transmission system operators may also accept an earlier nomination.

18. The transmission system operator should notify the balancing group manager by 18:30 hours each day of the portfolio of capacities within its balancing group per point for the following gas day as follows:

    - Designation of the point,
    - Point-ID (the DVGW Energy Identification Code),
    - Flow direction (entry or exit),
    - Capacity product, provided that this is allowed by the agreed EDIFACT-data format,
    - Total firm capacity included,
    - Information as to whether a renomination restriction applies and, if so, lower and higher renomination limits in accordance with Paragraph 3 of this Section 12,
    - Total interruptible capacity included,
    - Firm and interruptible shares of temperature related and restricted capacity products included, if such products are offered.

    The transmission system operator shall use its best efforts to supply complete and correct information.

    Within-day capacities are not shown in the capacity portfolio report.

The transmission system operator shall be entitled to send the information listed above in up to two transmissions. The shipper hereby consents to the forwarding of such data to the balancing group manager. The transmission system operator shall transmit the capacity portfolio report using the EDIFACT data format. The parties may agree on alternative arrangements.

Section 13
Nomination and renomination

1. The shipper shall nominate to the entry network operator the entry quantities to be fed in at each entry point included in the shipper's balancing group. Exit nominations shall be submitted in the cases defined in Paragraphs 3 and 4 of this Section 13. It is not necessary to nominate physical biogas entry quantities. The respective transmission system operator may express a requirement for a technical entry notification in the event of an entry according to sentence 3. The transmission system operator may waive nominations at entry points defined by itself.

   Nominations shall first be allocated to firm capacity products, then to interruptible capacity products. Nominations shall be submitted individually for each flow direction. Nomination of balancing groups or sub-balancing accounts with day-ahead capacities shall be made from 18:30 hours. Transmission system operators may accept nominations before 18:30 hours to the best of their ability. Renomination rights remain unaffected.

2. Shippers may authorise a third party (e.g. the balancing group manager) to make nominations. This third party shall make nominations to the transmission system operator on behalf of the contracting shipper. The balancing group manager shall be authorised to submit combined nominations for several shippers in the event that the shippers have designated the same balancing group for the inclusion of their entry or exit points. If the balancing group manager does not submit a combined nomination as described above or a shipper submits a nomination directly, the capacities concerned shall be included in sub-balancing accounts.

3. At exit points that are not exit points to end-consumers the shipper shall nominate to the exit network operator the exit quantities to be offtaken at the respective exit point. The transmission system operator shall be entitled to include provisions concerning such nominations in its Supplementary Terms and Conditions.

4. If several shippers have booked capacities at the same exit point and included this exit point in different balancing groups, the respective shippers shall submit nominations to the exit network operator. This shall not apply if nomination is not required on the basis of allocation rules. Nomination obligations shall also apply if a shipper has included the same exit point in different balancing groups.

5. For operational handling of transport nomination and renomination and in the event of an amendment of the allocation rules resulting in a nomination obligation, the initial setup of communication processes between entry/exit network operators or infrastructure plant operators and shippers or the shipper's third-party contractor, if nomination is required at entry and exit points, is required, with an implementation period of a maximum 10 business days. This also applies to the active balancing manager and the passive balancing manager.

6. If a communication process for the requested booking point has already been set up in accordance with Paragraph 5 of this section 13 and the point concerned is not a complex point , the implementation period shall not exceed 10 business days. The transmission system operator shall use its best efforts to allow implementation within a shorter period. Without limitation, any points where specific services for the matching process are provided by third parties, manual processes for the implementation of matching are required for at least one party, foreign network operators are concerned or at least at one side of an interconnection point a pipeline owned jointly by several network operators ('Bruchteilseigentum') is concerned, shall be deemed to be a complex point. The transmission

system operators shall indicate these complex points on the respective capacity booking platform.

7. If a communication process for the requested booking point has already been set up in accordance with Paragraph 5 of this Section 13 and if a complex point in accordance with Paragraph 6 of this Section 13 is not concerned, the implementation period shall not exceed one business day.
8. For entry/exit points implemented in accordance with Paragraphs 5 to 7 of this Section 13, no special implementation periods apply in the event of implemented balancing group numbers or shipper code combinations.
9. The applicable provisions outlined in Common Business Practice 'CBP Harmonisation of the Nomination and Matching Process' as amended from time to time, posted on the transmission system operator's website, shall apply to nominations and renominations. A deviation from the provisions mentioned in sentence 1 is allowed in the event that the adjacent transmission system operator at a cross-border interconnection point does not apply the provisions outlined in Common Business Practice CBP.
10. Except as otherwise provided for in Section 12, Section 13 shall also apply to nomination and renomination at cross-border interconnection points.
11. For nominations and renominations of entry and exit capacities at gas storage facilities and LNG facilities, the provisions of Section 12 Paragraph 13 and 15 shall apply accordingly.

Section 13a
Operational processing of nominations

1. The transmission system operator and the shipper as the nominating party undertake to be available for 24 hours on each gas day. Accessibility shall be ensured via one single phone number and via a further communication channel (email). Furthermore, the nominating party and the transmission system operator shall at all times be able to receive, to send and to process the data required for the handling of nominations.
2. Data in connection with nomination shall be exchanged consistently in machine-readable and appropriate form on the basis of whole numbers of units of energy [kWh/h] on an hourly basis. Any deviation from this procedure shall be agreed with the transmission system operator. For the exchange of all data and messages necessary for the nomination process, the transmission system operator and the nominating party agree to use the standard nomination modes using the EDIG@S data format via an AS 4 link. If the transmission system operator keeps an AS 2 link ready, the transmission system operator may offer this AS 2 link for receiving nominations but only on network points, which are not included in the relevant definition of Article 3 No.(2) of Regulation (EU) No. 2017/459 of the Commission dated 16 March 2017. If these communication channels, stated in sentence 3 or 4, are not available, then nomination data shall be exchanged over an alternative communication channel specified by the transmission system operator.
3. The nominating party shall notify the transmission system operator promptly of any obstacles to the establishment or use of interfaces as defined in Sections 13a to 13c, to mutual cooperation or to the procedures.
4. In the event that nominations are required, the data formats defined pursuant to EDIG@S shall apply. These requirements shall apply mutatis mutandis to renominations. The nominating party shall ensure that congruent nominations for all points requiring nomination are presented to the parties affected by the nominating process, and that the nomination is transmitted in due time. Only the nomination values confirmed by the transmission system operator shall be authoritative.
5. The transmission system operator may refuse the nomination if any contractual terms are not met or if the nomination is incomplete. If the amount of the nomination exceeds the

amount of the capacity included in the balancing group or sub-balancing account, the transmission system operator may limit the nomination to this amount. In this case, the shipper shall be deemed to have submitted a nomination with such limited amount. The further auxiliary conditions and/or capacity limitation rights for capacity products of the transmission system operator pursuant to the Supplementary Terms and Conditions shall remain unaffected. Nominations for bookings of interruptible within-day capacity subject to the requirements of Section 13d may not be limited according to sentence 2 of this Paragraph 5.

6. Where a balancing group manager does not comply with a nomination or renomination request of a market area manager under sec. 37(4) of the balancing group contract following a substantial short-injection within four hours, the transmission system operator, upon request by the market area manager, restricts usage of the balancing group in line with said request. To this end, the transmission system operator may set to zero all nominations of exit capacities included in the balancing group with a notice period of three hours, or reject nominations or renominations for such capacity. The transmission system operator may alternatively exclude exit capacities from the relevant balancing groups. The transmission system operator informs the shipper without undue delay after receipt of the request by the market area manager of the nomination adjustments or exclusion of exit capacities.

7. The transmission system operator hereby authorises the market area manager to prohibit all shippers from making grid-damaging changes to their inputs and offtakes in the H-gas balancing group/sub-balancing account for the rest of the day if the transmission system operators, in accordance with Section 16 (2) EnWG, come to the conclusion for a specific congestion situation that a threat to or disruption of the security or reliability of the gas supply system cannot be eliminated or cannot be eliminated in due time without this prohibition of grid-damaging changes. In addition, the market area manager is entitled to levy a contractual penalty in the event of a breach by the shipper. The market area manager shall set out the specific provisions in accordance with sentence 1 and sentence 2 in the terms and conditions for the balancing group contract.

Section 13b
Communication test

1. The transmission system operator shall perform a communication test with the nominating party. During the communication test the transmission system operator checks whether the shipper or shipper's authorised contractor is able to transmit notices and communications concerning the processing of the contracts using the agreed nomination modes and agreed data formats to the transmission system operator, and receive such notices and communications from the transmission system operator. The transmission system operator shall advise the shipper of the specific requirements for the communication test. The shipper or its authorised contractor shall give advance notice of any changes affecting compliance with the communication requirements.

2. The transmission system operator shall have the right to repeat a communication test at any time during the term of the respective entry and exit contract.

3. For such time as the nominating party does not successfully complete the communication test pursuant to the criteria defined by the transmission system operator for reasons for which the nominating party is responsible, the transmission system operator may set all the nominations by the nominating party for the following gas days after the date when the communication test was not successfully completed to zero (0), using a standardised method of the respective transmission system operator.

Section 13c
Alignment of nominations ('Matching')

1. The nominating party shall ensure that it submits nominations for the entry points and exit points of the balancing group which require nomination to the respective network or plant operator.

2. At all points where nomination is required, the transmission system operator shall carry out matching with the adjacent grid or plant operators and synchronise all the nominations received with the adjacent system operators affected in each case, taking into account the lesser rule in accordance with the provisions of the Common Business Practice (CBP) „Harmonisation of the Nomination and Matching Process". The restriction for renominations pursuant to Paragraph 5 sentence 2 and Paragraph 6 sentence 2 of Section 12 hereinabove shall be taken into account, unless they are invalidated at a booking point by the aforementioned lesser rule.

3. If the respective pair of balancing group numbers or sub-balancing account numbers do not agree upon matching, or are unknown on either side, the nomination or renomination for the gas day shall be set to zero (0). The same shall apply to cross-border interconnection points if the shipper codes do not match.

Section 13d
Over-nomination at cross-border interconnection points and at storage facility points

1. Booking interruptible within-day capacity through over-nomination is only possible if the firm capacity is marketed in full at the respective booking point or cannot be offered. The transmission system operator provides, in real time using a uniform and transparent format agreed on amongst the transmission system operators, information on whether or not the requirements in sentence 1 are met.

2. If the total nominations by the balancing group manager exceed the capacity included by the shipper in the balancing group or sub-balancing account for the particular combination of booking point and direction, then that proportion of the nomination shall be deemed an offer to book interruptible within-day capacity provided the requirements of Paragraph 1 are satisfied. The contract is concluded without any explicit declaration of acceptance by the transmission system operator. The transmission system operator shall inform the shipper that the interruptible within-day capacity has been booked immediately after conclusion of the contract in a standardised procedure suitable for bulk business.

   If several shippers have included capacities into the same balancing group or into the same sub balancing account at the same booking point for the relevant gas day, the over-nomination shall be distributed amongst the shippers on a pro-rata basis taking into account the capacity each shipper included. The transmission system operator may, in deviation to this rule, provide in its Supplementary Terms and Conditions that the over-nomination becomes effective with the nominating balancing group manager as shipper.

   An interruptible within-day capacity contract concluded by over-nomination becomes effective even if no booked capacities were included in the balancing group or sub balancing account. For this to happen, the nominating balancing group manager must have registered with the capacity booking platform as a shipper, have accepted the terms and conditions of the transmission system operator and fulfil any further requirements for nominating included capacities. The capacity contract then becomes effective with the balancing group manager as shipper.

3. Interruptible within-day capacity through over-nomination at a booking point may be used by the shipper on an interruptible basis subject to a lead time of two hours provided that the booking point has already been assigned to a balancing group or sub-balancing account.

4. For interruptible within-day capacity from over-nomination, the respective charges for interruptible capacity shall apply. Further details on the invoicing of bookings of interruptible within-day capacity through over-nomination are provided in the transmission system operator's price list.
5. If interruptible within-day capacity is booked via over-nomination at an entry or exit point at a gas storage facility using a specially designated balancing group/sub-balancing account for non-discounted capacity, this capacity shall be priced as non-discounted capacity.
6. If interruptible within-day capacity is booked via over-nomination at an entry or exit point at a gas storage facility using a balancing group/sub-balancing account without any special designation for non-discounted capacity, this capacity shall be priced as discounted capacity.
7. The nomination replacement procedure according to Section 14 shall not apply to over-nomination.

Section 14
Nomination replacement procedure

1. Transmission system operators shall offer a nomination replacement procedure if technically feasible and economically viable. This requires the transmission system operator and shipper to conclude a separate contract. The transmission system operator shall indicate on its website whether a nomination replacement procedure is offered. If a nomination replacement procedure is offered, the conditions for such procedure shall be published on the transmission system operator's website.
2. The nomination replacement procedure may be agreed to begin or end on the first day of a month. An implementation deadline of 10 business days applies to the conclusion and termination of contracts for such procedures. When initially applying the procedure the shipper shall notify the entry or exit network operator of the entry or exit points whose metering data are to be utilised in the nomination replacement method, in addition to concluding the agreement 20 business days before the nomination replacement procedure agreed with the entry network operator is applied. Sentence 3 shall apply mutatis mutandis to notice of termination of application of the nomination replacement procedure.
3. The nomination replacement procedure shall be applied only if sufficient firm capacity is booked for the respective points in an entry or exit contract. A nomination replacement procedure shall not be applied to capacity booked as interruptible.
4. If the transmission system operator offers an online flow control or time lag method, the prerequisite for use is the availability of a flexible flow source to which the transmission system operator with whom the shipper has concluded a nomination replacement procedure agreement has access. The virtual trading point is not a flexible flow source, but may connect a flexible flow source with entry or exit points whose metering data are utilised in the nomination replacement procedure. The transmission system operator with whom the shipper has concluded the nomination replacement procedure agreement shall also be responsible for controlling the entry quantities at the agreed entry point. This is based on metering data from one or more entry or exit points. The shipper shall make the metering data available. With the time-lag method, the hourly metered value shall be deemed to be a nomination for the entry point; the maximum time lag shall be 4 hours.

Section 15
Technical feed in and offtake notices

1. For end-consumers with recording demand metering and generally unpredictable, extremely high and volatile gas consumption, the exit network operator may require prior technical offtake notice and compliance with the technical limits stated in

Section 8 (5) GasNZV, where this is necessary for maintaining system integrity on the network. In any such case the exit network operator shall publish the relevant metering point. In addition, the exit network operator shall notify the shipper in writing under an existing contract in advance of retroactive introduction of the obligation to submit technical offtake notices in advance.

2. If the exit network operator requires offtake notices in accordance with Paragraph 1 of this section 15, EDIG@s-messages shall be used. If the shipper is not able to generate EDIG@s-messages, the parties may agree on another format on a transitional basis. For this purpose, the parties shall agree on the type, extent, technical details of provision and documentation of data.

3. The procedure stated hereinabove shall apply mutatis mutandis to technical feed in notices in accordance with Section 13 (1) Sentence 4.

Section 15a
Technical offtake notice at exit points that do not require nomination in DZK balancing groups of type "RLM"

1. At the request of the transmission system operator, the shipper shall notify the transmission system operator of the expected exit quantity at exit points not subject to nomination in DZK balancing groups of the "RLM" type in the form of a technical exit notification pursuant to Section 8 (5) GasNZV ("TAM") and adjust it in the event of new information. The shipper can instruct the balancing group manager to submit the TAM. As with nominations, the data format NOMINT is to be used for the TAM. In doing so, the transport customer must comply with any lead times or ramp rates individually agreed between the transmission system operator and the downstream network operator or network connection user. The transmission system operator replies to the TAM with a corresponding NOMRES, which is also used to communicate any reductions in accordance with Section 29a. Deviating from this, the contractual partners can also make alternative arrangements for the transfer of information (also by a third party).

2. The TAM must have a predictive accuracy and must be created in compliance with the duty of care in the gas industry within the meaning of Section 12 Paragraph 13 and must correspond as precisely as possible to the actually measured offtake quantity. If there is an incomprehensible deviation or the transmission system operator is concerned about lacking due diligence, the shipper is obliged, at the request of the transmission system operator, to give a written explanation of the reasons and necessity behind such deviations in writing within 10 working days.

   If no or no plausible reason for the deviation is provided in due time, the transmission system operator is entitled to levy a contractual penalty. The amount of the deviation is assessed and billed as an excess of capacity within the meaning of Section 30 Paragraph 4.

   In the event of a breach of the obligation to submit a TAM in accordance with the aforementioned regulations, the shipper is also liable for the balancing group manager commissioned by him for damage incurred in accordance with Section 35. A contractual penalty to be paid will be offset against any compensation to be paid.

Section 16
Surrender of capacity

1. The shipper shall be entitled to surrender booked firm capacity in whole or in part, with respect to the booking period and quantity, to the transmission system operators via the respective capacity booking platform at any time up to 2 p.m. on the day before delivery day. Any subsequent primary use or secondary marketing of the surrendered capacities by the shipper is excluded, except as provided for in Paragraph 8 of this Section 16.

2. Bundled firm capacity may be surrendered in bundled form only.
3. Confirmation of capacity surrender shall be given to the shipper via the joint booking platform with a time stamp. This confirmation shall not release the shipper from its payment obligation.
4. Capacity may be surrendered for any day or days in the future and for any proportion of the capacity originally booked.
5. The transmission system operators shall market surrendered capacities as primary capacity under the applicable rules. Surrendered capacities can be marketed competitively by the transmission system operator, particularly at LNG facilities, to increase the probability of remarketing within a competitive zone published at the time of return. They may combine surrendered capacities and any primary capacity that is still available to offer products of longer duration. Surrendered capacity shall be marketed subordinated to primary capacity available for the period in question. If a shipper surrenders capacity by 09:00 hours on the 7th calendar day prior to the day of the notification of the amount of the capacity offered in an annual, quarterly or monthly auction, said surrendered capacity shall be taken into account for the calculation of the marketable capacity for the relevant auction. The foregoing cannot be guaranteed for capacity surrendered after the above deadline. If the capacity is not taken into account for the calculation as described above, it will be offered in subsequent auctions of products with shorter terms.
6. If the transmission system operator markets surrendered capacity, in whole or in part, the shipper shall be released from its obligation to pay for such surrendered capacity which has been marketed. The extent of release from the obligation to pay depends on the revenues obtained for surrendered capacity subject to a maximum limit of the regulated transport tariff for the period of primary marketing and the amount of re-marketed capacity. If the capacity surrendered by the shipper was obtained at an auction, the obligation to pay the surcharges to be added to the regulated transport tariff remains unaffected.
7. If several shippers surrender capacity for a particular day, the capacities shall, in the event of a capacity surplus, be re-marketed by the transmission system operator in the order in which they were surrendered (time stamp).
8. Surrendered capacity that could not be re-marketed shall be made available again to the shipper daily for the following day after the completion of day-ahead marketing, but no later than 18:30 hours for use in the balancing group in which it had been included prior to surrender.
9. The transmission system operator shall issue a credit note to the shipper for the tariff referred to in Paragraph 6 of this Section 16. Such credit notes shall be issued monthly and shall be set off against any outstanding transportation tariffs, if applicable.
10. The release of the shipper from payment obligations in accordance with Paragraph 6 of this Section 16 shall apply only upon the receipt of the credit note by the shipper. Credit notes shall be issued in the month following marketing of the capacity.
11. The transmission system operator shall notify the shipper by 18:30 hours of the capacity amount which has been made available again in accordance with Paragraph 8 of this Section 16.
12. The provisions of this Section 16 shall not apply to exit points to end-consumers. Section 16 GasNZV shall remain unaffected.

Section 17
Offering by transmission system operator of firm capacity left unused at short notice in accordance with Section 16 (2) GasNZV

1. The transmission system operator may offer firm capacity booked by the shipper that cannot be used in whole or in part for the next day, taking into account existing renomination rights.
2. The shipper shall remain obligated to pay charges if capacity is successfully remarketed.
3. Section 16 (4) GasNZV shall not apply.

Section 18
Withdrawal of capacity left unused for a significant time in accordance with Section 16 (3) and (4) GasNZV

1. Pursuant to Section 16 (3) GasNZV, the transmission system operator may withdraw firm capacity left unused or partially unused by the shipper over a significant period at any entry or exit point with the exception of cross border interconnection points if a contractual congestion occurs. For cross border interconnection points Section 18a shall apply to the withdrawal of capacities insufficiently utilised in the long term.

   A contractual congestion shall be deemed to exist in the event of a network access denial in accordance with Section 20 (2) EnWG (Energy Industry Act).
2. Withdrawal shall apply to all contracts in place for the entry or exit point which have a combined term of at least one year, irrespective of the terms of the individual contracts concerned.
3. Capacity shall be withdrawn in the amount of firm capacity booked by the shipper left continuously unused on an hourly basis over a period of 3 consecutive months or more in the preceding calendar year. One of the three months shall be January, February, March, October, November or December. If several such periods of three consecutive calendar months can be identified, the minimum amount of capacity continuously not utilised in each such period shall be determined and then the lowest such minimum value shall be determined. Capacity shall only be withdrawn up to said lowest minimum value. The capacity to be withdrawn shall be determined on the basis of the capacity continuously available to the shipper during the previous calendar year, in terms of both timing and quantity. Any partial resale, surrender or reduction in booked capacity by the shipper shall be taken into consideration.
4. The shipper shall be entitled to appeal against the withdrawal of capacity in accordance with Section 16 (4) GasNZV.
5. If several shippers have booked capacities at an entry or exit point and include such capacities in same balancing group in a combined nomination, the transmission system operator may withdraw capacity from the respective shippers proportionately, weighted by the capacity booked at that entry or exit point. This shall not apply if the balancing group manager makes nominations for each shipper in separate sub-balancing accounts.
6. Section 16 shall apply mutatis mutandis to the invoicing and handling of withdrawn capacity that is actually marketed.

Section 18a
Withdrawal of capacities insufficiently used in the long term at cross border interconnection points

1. At cross border interconnection points, the transmission system operator shall withdraw capacities if required by the Federal Network Agency. The transmission system operator shall regularly provide the Federal Network Agency with all data necessary to monitor the

extent to which booked capacities under contracts with an effective duration of more than one year or succeeding quarters covering at least two years are used. Each primary use or secondary trading of withdrawn capacity by the shipper is excluded subject to sentence 4. Withdrawn capacity that could not be re-marketed will be made available again to the shipper on each day for the following day no later than 18:30 hours for use in the balancing group in which it was included prior to surrender. Furthermore, the rights and obligations of the shipper under the entry/exit contract shall remain unaffected until the time of marketing of the capacity by the transmission system operator and to the extent to which the capacity is not marketed by the transmission system operator.

2. Section 16 shall apply mutatis mutandis to the invoicing and handling of withdrawn capacity that is actually marketed.

Section 19
Secondary trading

1. In accordance with Section 12 (2) GasNZV, the shipper may only transfer booked capacity for use or assign booked capacity to a third party by using the respective capacity booking platform. Bundled capacity may only be transferred for use or assigned as bundled capacity. The transfer for use and assignment of entry and exit contracts/contract rights shall be subject to the following provisions.

2. The shipper may transfer for use capacity rights (with or without nomination rights) under an entry or exit contract by a third party in whole or in part without the permission of the transmission system operator. The shipper shall remain obligated towards the transmission system operator to perform its obligations under the entry or exit contract, including without limitation the payment of charges.

3. The shipper may assign the entry or exit contract to a third party in whole or in part with the permission of the transmission system operator. The third party concerned shall be subject to approval by the transmission system operator. Permission may only be withheld for reasons that would justify the rejection of initial conclusion of an entry or exit contract with the third party in question. Without limitation, the transmission system operator shall be deemed to have such justification in the event that the third party meets the conditions for requiring a deposit under Section 36 and has not provided a deposit. The assignment of an entry or exit contract to a third party shall be binding upon the transmission system operator provided each shipper being party to the assignment has submitted to the transmission system operator a request for consent in text form to this effect by no later than 11:00 hours on day D-3 business days, and the transmission system operator has given its consent. Sentence 2 applies mutatis mutandis. The transmission system operator shall use its reasonable efforts to facilitate an assignment even if the participating shippers only request consent by 11:00 hours on day D-1. The transmission system operator shall be entitled to request that at the time of the assignment, the transferring shipper has included all of the capacities concerned in a balancing group or sub-balancing account, and that the assignee shipper must also specify a balancing group or sub-balancing account when the secondary marketing is concluded.

4. A partial transfer of the entry or exit contract in the sense that capacities of less than one year are transferred to a third party may only be carried out after the tariffs for the respective entry and exit point and for the calendar year in which the term of the capacities of less than one year to be transferred falls have been published in accordance with Section 25. In the event of a pro rata temporis transfer of an entry or exit contract to a third party during the year, the multiplier agreed in the corresponding contract and the discounts agreed in the corresponding contract shall continue to be applied to determine the tariff for the transferred capacity. Any existing auction surcharge shall also be taken into account in proportion to time and quantity.

Section 20
Technical requirements

1. The shipper shall ensure that the gas available for entry meets the requirements in accordance with Section 19 GasNZV. Gas quantities to be delivered shall be in accordance with the respective applicable regulations of DVGW code of practice G 260, 2nd Gas Family, of the German Technical and Scientific Association for Gas and Water (DVGW) and the respective nominal value of the Wobbe index. Section 36 (1) GasNZV states the technical requirements for biogas entry.

2. On its website the transmission system operator shall publish the technical requirements, including gas quality and pressure specification, for the gas to be fed in at the respective entry or exit points. These published technical requirements shall form an integral part of the entry or exit contract and may further narrow the requirements referred to in Paragraph 1 sentence 2 of this Section 20 and/or provide for additional requirements. Either party shall be entitled to request that an impartial third party investigate whether the gas quality conforms to the transmission system operator's requirements in accordance with sentence 1. If the parties cannot reach agreement on an impartial third party within one month of the receipt of the other party's request, such investigation shall be conducted by the Engler-Bunte-Institut at Karlsruhe University. The party requesting the investigation shall bear the cost of investigation if compliance is confirmed. If compliance is not confirmed, the respective other party shall bear the cost.

3. The transmission system operator shall notify shippers in text form, as promptly as possible given the circumstances, of any changes in technical requirements which may be necessary as a result of statutes or official regulations or changes to technical rules of the DVGW. The transmission system operator shall amend the respective contracts affected by changes with effect from the effective date of the amendments or technical rules of DVGW in accordance with sentence 1. In the event that a change in technical requirements is necessary to fulfil the transmission system operator's obligations under applicable laws and ordinances to cooperate, the transmission system operator shall be entitled to make such changes to the respective contract concerned within 4 months after notifying the shipper thereof in text form. A change of the technical requirements in accordance with sentence 3 may become necessary, without limitation, if the transmission system operator agrees with other transmission system operators, with due consideration for Section 15 (1) EnWG and Section 7 (1), Paragraph 2 GasNZV upon provisions on the gas quality at a network interconnection between said transmission system operators and if said gas quality differs from the technical requirements published so far in accordance with Paragraph 2, sentence 1 without violating the specifications pursuant to Paragraph 1 and Paragraph 2 sentence 2. If the contractual changes referred to in sentences 1 and 3 have an adverse effect on the shipper's use of capacity, the shipper shall be entitled to terminate the respective contract as of the effective date of the change with 3 months' notice. If the transmission system operator provides notice under sentence 1 less than 4 months in advance of the effective date of the change, the shipper shall be entitled to terminate the contract in question without notice as of the effective date of the change. Shipper may not invoke Sentences 5 or 6 to terminate entry or exit contracts with capacities of less than one year acquired by the shipper by way of secondary trading in accordance with Section 19 Paragraph 3 if the shipper was aware or should have been aware of the forthcoming specific changes to the technical requirements at the time of the secondary trading. Knowledge shall be presumed from the time when the transmission system operator has published the changes to the technical requirements.

4. In deviation from sentence 3 of Paragraph 3 of this Section 20, the transmission system operator shall be entitled to change gas quality or pressure specifications without the shipper's consent by giving advance notice of 3 years before the start of the conversion period. The transmission system operator shall inform the shipper thereof in text form as early as possible under the given circumstances.

In case of a change of gas quality from L-gas to H-gas as part of the L-gas/H-gas market area conversion, the transmission system operator shall give the shipper minimum notice of 2 years and 4 months before the anticipated start of the conversion period. The conversion date for balancing purposes as part of the market area conversion which is within the said conversion period, and which is the first day of the month from which allocation values are notified in H-gas balancing groups only, shall be announced at least 1 year before the conversion. The shipper shall be obligated to notify the balancing group manager of the conversion period and the conversion date for balancing purposes. The shipper shall ensure that the entry and exit points that are relevant to the conversion are included in H-gas balancing groups/sub-balancing accounts according to the existing deadlines in advance of the conversion date for balancing purposes.

In deviation from Paragraphs 1 and 2 of this Section 20, the transmission system operator may, with the shipper's consent, change the gas quality or pressure specification subject to a shorter period of notice.

If a new entry or exit contract begins during the notice periods after the transmission system operator has announced a change, the notice periods already applicable shall also apply to that contract. Any change in gas quality or pressure specifications shall be limited to the entry or exit points affected by the change. The contract affected by the change shall be amended with effect from the effective date of the change in gas quality or pressure specifications. In the event that the transmission system operator changes gas quality or pressure specifications in accordance with Paragraphs 1 and 2 of this Section 20 without the shipper's consent, the shipper shall be entitled to terminate the contract for the corresponding entry or exit points with one year's notice as of the effective date of the change in gas composition or pressure specifications.

5. In deviation from paragraphs 3 and 4 of this Section 20, the transmission system operator shall be entitled to change the gas quality from L-gas to H-gas without giving the shipper any prior notice and without the shipper's consent once the conversion charge no longer applies. The transmission system operator shall inform the shipper of the gas quality change without delay after agreement of the conversion schedule among the network operators concerned, but not less than 13 months prior to the conversion date for balancing purposes. In justified cases the conversion date for balancing purposes may be postponed within the notice period commenced. The date may also be brought forward by no more than three months relative to the original conversion date for balancing purposes, as advised, as long as a minimum notice period of six months prior to the changed conversion date for balancing purposes is observed. The shipper shall not be entitled to terminate the contract on account of the gas quality change after the conversion tariff is no longer charged. The opportunity to feed the existing national gas production capacities into the system shall be retained to the extent required in future.

Section 21
Non-compliance with gas quality or pressure specification

1. If gas quantities supplied by the shipper at the entry point do not meet the technical specifications for gas quality or pressure in accordance with Section 20 (1) and (2) (hereinafter referred to as 'off-spec gas'), the entry network operator shall be entitled to refuse acceptance of the off-spec gas in whole or in part. In any such case, the shipper shall immediately adjust its nomination at the entry point concerned accordingly and reduce the supply of off-spec gas at that entry point accordingly. None of the transmission system operator's rights as towards the shipper shall be affected.

2. If gas quantities supplied by the exit network operator at the exit point do not meet the technical specifications for gas quality or pressure in accordance with Section 20 (1) and (2), the shipper shall be entitled to refuse acceptance of the off-spec gas in whole or in part. The exit network operator shall in any such case immediately reduce the supply

of off-spec gas at that exit point accordingly. None of the shipper's rights as towards the exit network operator shall be affected.

3. In the case of reduction in accordance with the preceding provisions, renominations shall be made immediately in order to avoid imbalances.
4. Each party shall promptly inform the other party if it becomes aware of the supply of off-spec gas at an entry or exit point, or expects off-spec gas to be supplied.

Section 22
Allocation of quantities

1. The entry network operator to whom entry nominations were submitted in accordance with Section 12 (1) and (2) and Section 13 shall determine for each balancing group or sub-balancing account the gas quantities fed in at entry points and allocate such quantities to the respective balancing groups or sub-balancing accounts based on nominations or using the allocation procedure specified by the transmission system operator.
2. In allocating biogas entry quantities, any liquefied petroleum gas quantities added by the entry network operator for conditioning for adjustment to the calorific value required for the entry network operator's network in accordance with Section 36 (3) GasNZV shall not be taken into consideration.
3. The exit network operator shall allocate gas quantities taken off at exit points to storage facilities and at cross-border interconnection points to the respective balancing groups or sub-balancing accounts on the basis of nominations or using the allocation procedure specified by the transmission system operator.
4. For each balancing group or sub-balancing account, the exit network operator shall determine the gas quantities taken off at exit points to metered end-consumers ("RLM") based on metered values and shall allocate such quantities accordingly to the balancing group or sub-balancing account concerned.
5. For each balancing group or sub-balancing account the exit network operator shall determine the gas quantities taken off to end-consumers with standard load profiles at exit points and shall allocate such quantities to balancing groups or sub-balancing accounts on the basis of the standard load profile determined by the exit network operator.
6. If entry or exit points are included in several balancing groups, shippers and the respective entry/exit network operators shall agree on and implement allocation rules in the entry/exit contract to ensure that gas quantities allocated to this point are only accounted for once.

Section 23
Metering point operation

1. Metering data determined by the transmission system operator, as the competent metering point operator or a third party in accordance with Section 5 of the German Metering Point Operation Act (Messstellenbetriebsgesetz, MsbG) shall be used by transmission system operators for balancing and calculating supply overruns and deficits and capacity limit overruns.
2. Regarding the performance of metering point operations the transmission system operator - if he is the responsible metering point operator - is a meter user in the sense of the German Weights and Measures Act and to this extent is responsible for meeting all of the requirements and obligations arising from the said law.
3. Unless otherwise agreed between the connection user and a third party in accordance with Section 5 of the German metering operation law (MsbG), the provisions outlined

below shall apply, in which case the transmission system operator shall be the competent metering point operator and shall provide metering data to the shipper.

The transmission system operator shall determine the type, number and size of metering and control equipment, in accordance with Section 8 of the German metering operation law (MsbG). Such determinations shall be proportionate to the level of consumption and consumption behaviour, while taking energy management concerns into account. The transmission system operator shall provide and operate the metering and control devices required for measurement and meter reading for metered end-consumers.

4. For remote reading, a suitable, externally dialable telecommunications connection without time limit and a 230 V connection shall be available on the end consumer's premises. The transmission system operator may use a GSM modem instead of a telecommunications connection. Upon request, the transmission system operator shall notify the end consumer of the relevant technical specifications (distances between connections, connections to metering installation etc.). Remote reading shall be available prior to commencing supply to a RLM meter or the conversion of an SLP into an RLM meter. The establishment and use of telephone and electricity connections shall be free of charge to the transmission system operator. Any cost incurred as a result of delays caused by the transmission system operator shall not be borne by the shipper or the end consumer. Any cost incurred as a result of delays caused by the end consumer shall not be borne by the transmission system operator.

5. Transmission system operators are obliged to immediately transmit to the shipper, upon request, the load profiles recorded and read out at hourly intervals, revalued with the balancing gross calorific value at RLM exit points to final consumers.

   The transmission system operator shall notify the shipper promptly, but no later than at 13:00 hours each day, of the previous day's load profile, recorded hourly and read daily at the RLM exit points in the MSCONS format. The load profile energy amounts shall be calculated using the balancing calorific value

   At the end of the delivery month, all load profiles are checked for plausibility-in accordance with DVGW Code of Practice G 685 and substitute values are calculated if necessary. In the event that the transmission system operator has formed substitute values in accordance with DVGW Code of Practice G 685, it shall transmit the load profile revalued with the balancing gross calorific value via MSCONS by M+10 working days.

   On day M+10 working days at the latest, the transmission system operator shall send the shipper the load profile at RLM exit points of the delivery month, corrected for replacement values if applicable, revalued with the billing calorific value via MSCONS. If a correction of the K number is necessary in accordance with the relevant DVGW worksheet this is taken into account. Details on the contents of the MSCONS can be found in DVGW Code of Practice G 685.

In general, replacement value corrections must be marked accordingly in the data reports.

6. For all RLM time series, the transmission system operator shall transmit the complete and, if applicable, replacement value-corrected monthly time series revalued with the balancing gross calorific value and the complete and, if applicable, replacement value-corrected monthly time series revalued with the settlement gross calorific value in the applicable ALOCAT format on day M+12 working days to the market area manager.

7. For final consumers supplied according to the load profile method, the metering equipment shall be read by the transmission system operator, its agent or, at the request of the transmission system operator, by the final consumer itself at intervals that are as equal as possible and may not significantly exceed 12 months, according to a time and frequency to be determined by the transmission system operator. If there is an agreement pursuant to Section 40b (1) sentence 1, no 1 EnWG, the resulting requirements regarding the meter reading frequency for the shipper must be observed.

   The transmission system operator shall arrange for interim meter readings in accordance with GeLi Gas between regular readings, including without limitation upon a change of supplier, relocation of the end-consumer, termination of this contract or a material change in demand. If this is not possible, the transmission system operator may estimate consumption by way of extrapolation or on the basis of the last reading. Due consideration shall be given to the actual situation.

8. The shipper shall make additional payment to the transmission system operator for any additional reading requested by the shipper.

9. The review of the metering equipment as well as handling of metering error process will take place as stated in Section 71 of the German metering operation law (MsbG) and under consideration of the generally accepted technical rules. If an inspection of metering equipment reveals that error margins have been exceeded, the amount overcharged or undercharged shall be reimbursed or paid as the case may be.

   If the extent of an incorrect SLP end-consumer's metering device cannot be determined with accuracy or the device does not give any reading or cannot be read properly, the transmission system operator shall estimate consumption for the period since the last accurate meter reading on the basis of the average consumption for the metering periods preceding and following reading, or the previous year's consumption. Due consideration shall be given to the actual situation.

If the extent of an incorrect RLM end-consumer's metering device cannot be determined with accuracy or the device does not give any reading or cannot be read properly, replacement values for missing or implausible values shall be determined in accordance with the latest valid version of DVGW code of practice G 685, as part of Section 71 of the German metering operation law (MsbG).

Claims in accordance with sub-paragraph 1 sentence 1 shall be restricted to the reading period preceding determination of the error, unless the impact of the error can be determined over a longer period. In any such case, claims shall be limited to a maximum of three years.

10. Unless otherwise agreed in accordance with Section 5 of the German Metering Operation Act (MsbG), metering data provided by the competent metering point operator to the transmission system operator and processed by the transmission system operator should be used as a basis for implementation and invoicing under the contract. Paragraph 9 sub-paragraphs 2), 3) and 4) shall apply in the event that the metering data is not made available to the transmission system operator or not made available properly to the transmission system operator or the data made available is not plausible.

11. A written request from the connection user and the shipper is required for recording demand metering with an annual offtake of less than 1,500,000 kWh and a maximum hourly offtake rate of less than 500 kWh/h in accordance with Section 24 (1) GasNZV, or below the limits specified by the transmission system operator in accordance with Section 24 (2) GasNZV.

    The shipper shall bear the cost of changeover from standard load profile metering to recorded demand profile metering in the cases described above, unless otherwise agreed.

    Following conversion and commencement of recorded demand metering, charges for recorded demand metering shall be in accordance with the price list published by the transmission system operator, regardless of actual consumption and annual energy quantities.

12. The quantity of biogas entering the system shall be stated in 'kWh' as the product of volume at normal conditions multiplied by invoicing calorific value, i.e., the calorific value for invoicing determined for the entry point. Replacement values, if any, shall be determined in accordance with DVGW code of practice G 685.

Section 24
SLP surplus and shortfall quantities

1. Invoicing of surplus and shortfall quantities by the transmission system operator shall be in accordance with the guideline drawn up by the associations AFM+E, BDEW, BNE and VKU entitled "Processes for Determining and Billing Surplus and Shortfall Quantities' *('Prozesse zur Ermittlung und Abrechnung von Mehr-/Mindermengen Strom und Gas')* as amended, subject to Paragraphs 2 to 7.

2. The transmission system operator shall calculate the surplus and shortfall quantities when the measurement values and data required for invoicing have been determined. For each SLP exit point, the consumption of the SLP exit points determined in accordance with DVGW code of practice G 685 shall be compared with the final quantity allocated by the transmission system operator to the balancing groups and/or sub-balancing accounts including any substitute allocation values of the market area manager for the respective surplus/shortfall period which have been divided up by the transmission system operator.

3. The surplus/shortfall period always covers the booking period and the balancing period.

    Surplus quantities arise as quantity differences in the surplus/shortfall period if the exit gas quantity at the exit point is less than the gas quantity allocated by the transmission system operator to the balancing group/sub-balancing account. Shortfall quantities arise as quantity differences in the surplus/shortfall period if the exit gas quantity at the exit point is greater than the gas quantity allocated by the transmission system operator to

the balancing group/sub-balancing account. The transmission system operator shall pay the shipper for surplus quantities. The transmission system operator shall invoice the shipper for shortfall quantities. Invoices shall be raised even with zero surplus/shortfall quantities.

4. The shipper may request the ongoing monthly transmission of a monthly list of allocation quantities broken down by day and by exit point.

   The transmission system operator shall provide the requested allocation list for all exit points assigned to the shipper for balancing purposes in month M. When requested, the allocation lists shall be transmitted in the third month following month M and before the transmission of the first surplus/shortfall invoice containing the month concerned. No allocation list shall be transmitted for months in which the shipper is not allocated any exit points for balancing purposes.

   The balanced quantities shown in the allocation list by exit point must be given in kWh rounded to 3 decimal places using commercial rounding principles. The balanced quantity notified by the transmission system operator for the surplus/shortfall period may differ from the total of daily values in the allocation list by exit point as a result of rounding differences. Rounding differences may result in differences between the allocation list by exit point and the balancing group result from the allocation processes up to a maximum of 744 kWh per balancing group and month. Where such differences exceed 744 kWh per balancing group, the shipper shall be entitled to require the transmission system operator to provide appropriate proof.

5. The surplus/shortfall quantities shall be respectively invoiced or credited by the transmission system operator to the shipper in electronic format on the basis of the standard national surplus/shortfall price published by the market area manager, as may change from time to time, for the invoicing period.

   Invoices shall be raised not earlier than the end of the second month following the end of the month in which the surplus/shortfall period ends (M+2 M) and not later than the end of the third month in which the surplus/shortfall period ends (M+3 M).

   Before invoicing, the transmission system operator shall communicate the balanced quantity in an electronic format if balancing has taken place in the surplus/shortfall period. In this case the invoice shall be raised by not later than the end of the 10th business day following the communication of the balanced quantity.

6. The settlement of surplus and shortfall quantities between transmission system operator and shipper shall only be exempt from energy tax if one party to the contract has received a declaration by the other party's responsible customs office in accordance with Section 38 (3) of the Energy Tax Act (EnergieStG). The other party shall be notified promptly in writing of any changes pertaining to the declaration, including for example the revocation thereof by the responsible customs office.

Section 25
Tariffs

1. The shipper shall be obligated to pay to the transmission system operator the tariffs stated in the respective contract in accordance with the price list, including the respective specific capacity charge, plus any surcharge for capacity in accordance with Section 1 (2) and the metering point operation charge plus any applicable concession or other charges and taxes including biogas pass-on costs in accordance with Section 20 b of the Gas Transport Tariff Ordinance (GasNEV) and market area conversion costs to be passed on in accordance with Section 19 a, Energy Industry Act (EnWG). The charges applicable under the pricelist of the transmission system operator shall be posted on the transmission system operator's website.

2. The transmission system operator may adjust transportation tariffs in accordance with Regulation (EU) 2017/460 dated 16 March 2017 ("NC TAR") and its implementation in national law with effect as from 1 January of any given year. In the cases set out in art. 12 para. 3 NC TAR, the transmission system operator may also adjust transportation tariffs as from any other day of the year. This also applies in case of an according decision issued by a court or other public authority in connection with the requirements of NC TAR or its national implementation. The transmission system operator shall notify the shipper promptly in text form of adjusted transportation tariffs (price list).

3. In the event of an increase in transportation tariffs and charges, the shipper may terminate the contract either in whole or partially, with reference to the amount of capacity booking, with a notice period of 10 business days to the effective date of the adjustment. If the shipper does not receive the information in accordance with Paragraph 2 sentence 5 of this Section 25 at least 20 business days prior to the effective date of the adjustment, the shipper shall in deviation from sentence 1 of this Paragraph 4 be entitled to terminate the contract in whole or partially, with reference to the amount of capacity booking, within 10 business days after receiving such information with 5 business days' notice, with effect from the effective date of the adjustment at the earliest. Partial termination under sentences 1 and 2 of this Paragraph 4 shall only be permitted if the capacity is reduced consistently for the whole remaining term of the contract. The shipper shall not have any termination right under sentences 1 and 2 of this Paragraph 4 if the increase in transportation tariffs is lower or equal to the increase in the consumer price index for Germany (VPI) as published by the Federal Statistical Office ('Statistisches Bundesamt'). For this purpose, the relevant increase shall be the increase in the annual average of the VPI compared to the preceding year last published by the Federal Statistical Office before the date of the announcement of the adjustment of transportation tariffs. Shipper may not invoke Sentences 1 or 2 to terminate entry or exit contracts with capacities of less than one year acquired by the shipper by way of secondary trading in accordance with Section 19 Paragraph 3 if the shipper was aware or should have been aware of the specific increase in transportation tariffs and charges at the respective entry and exit point at the time of the secondary trading. Knowledge shall be presumed from the time when the transmission system operator has published the respective increase in transportation tariffs and charges.

4. The discount for discounted capacity at entry/exit points to/from gas storage facilities which give the storage customers access to the market of a neighbouring country will only be granted to the shipper in accordance with the provisions of Paragraph 2 of the operative provisions of REGENT if and to the extent the storage facility is, where connected to more than one transmission or distribution network directly or, to avoid an otherwise threatening direct pipeline construction, indirectly, not used as an alternative to a cross border interconnection point.

5. In the event that taxes and other public levies due on transportation tariffs and charges under the respective contract – including taxes and other public charges on services forming the basis for transportation tariffs and charges under the respective contract – are introduced, eliminated or adjusted, the transmission system operator shall implement a corresponding increase or reduction in transportation tariffs and charges under the respective contract as of the effective date of the introduction, elimination or adjustment of such taxes/public charges, unless the revenue cap applies.

6. In the event that revenue caps are adjusted in view of hardship in accordance with Section 4 (4) sentence 1 no. 2 ARegV, the transmission system operator shall be entitled to adjust transportation tariffs in accordance with the Federal Network Agency determinations, or on January 1 of the following calendar year.

7. The transmission system operator shall also be entitled and/or obligated to adjust transportation tariffs and charges in accordance with Paragraph 1 of this Section 25 if such adjustments are required pursuant to legal or regulatory changes or judicial decisions.

8. The right and obligation of the transmission system operator to adjust transportation tariffs shall apply to all entry and exit capacities, regardless of the manner in which they are allocated.
9. The transmission system operator shall pay to the shipper a flat rate for network costs avoided in connection with biogas physically fed directly to the system, in the amount provided for by law. The fee for avoided network costs shall be settled finally on a monthly basis on the basis of the energy quantity calculation in accordance with Section 23 (6). Any liquefied petroleum gas quantities added by the network operator for conditioning for adjustment to the calorific value required for the network operator's network in accordance with Section 36 (3) GasNZV shall not be taken into consideration.
10. In addition, the conditions concerning charges and payments as stated in the transmission system operator's Supplementary Terms and Conditions as posted on the internet shall apply.
11. For exit points to end-consumers, the shipper shall pay the stated charge for the metering point operation in accordance with Paragraph 1 of this section for such time as the transmission system operator is the competent metering point operator pursuant to section 2 (4) and section 3 of the German metering operation law (MsbG) at the respective exit point to the end-consumer. The transmission system operator shall inform the shipper about a change of metering point operator without undue delay.
12. If the shipper has declared that it waives access to the virtual trading point on the basis of the provision in subparagraph 3.a) (1) or 3.b) (1) of the REGENT ruling, the waiver shall apply in particular to services from the control and balancing energy system. If, due to forecasting risks, e.g., in the supply of end consumers, differences arise between the gas quantities fed in and taken off, this is to be classified as a use of the virtual trading point and consequently as a breach of the waiver. In these cases, the capacity contract is not priced with the benchmarking tariff but with the postage stamp fee during the entire term.

Section 26
Invoicing and payment

1. The transmission system operator can set out procedures for invoicing and any payments on account in its Supplementary Terms and Conditions. The network use billing process provided for by GeLi Gas shall remain unaffected.
2. Capacity billing at exit points to end users and billing of metering point operation shall be done using the EDIFACT message type INVOIC.
3. If there is a reasonable indication of an evident error in the invoice, the shipper shall be entitled to postpone or refuse payment.
4. The transmission system operator shall be entitled to charge a flat late payment penalty.

   The shipper shall be entitled to prove that the loss or damage suffered by the transmission system operator by reason of late payment is lower than such penalty.
5. The transmission system operator shall refund any overpayment and the shipper shall pay any outstanding amount resulting from calculation errors in invoice amounts or invoicing data. Invoices shall not be corrected later than three years from the receipt of the invoice concerned.
6. The parties may only offset counterclaims that are uncontested or upheld by enforceable judgment.
7. The place of performance for payments is the transmission system operator's administrative centre. Payments are deemed made on time when the amounts concerned are credited to the transmission system operator's specified bank account within the payment period indicated by the transmission system operator.

Section 27
Taxes

1. The shipper shall pay the applicable charges plus energy tax at the applicable rate on gas quantities delivered by the transmission system operator to a shipper who is not a supplier within the meaning of Section 38 (3) of the Energy Tax Act (EnergieStG).

   Such a delivery shall be deemed to have taken place, without limitation, in the event that the transmission system operator delivers gas quantities to the shipper at the exit point in addition to the gas quantities delivered by the shipper to the transmission system operator for transport.

   If gas quantities are delivered to a shipper that is a registered supplier within the meaning of Section 38 (3) EnergieStG, the shipper shall document to the transmission system operator that it meets the requirements of Section 38 (3) EnergieStG by submitting a current registration certificate in accordance with Section 78 (4) of the Energy Tax Regulation (EnergieStV) issued by the responsible customs office, establishing that the shipper is entitled to purchase gas quantities tax-free as a registered supplier. Documentation that the shipper meets the requirements of Section 38 (3) of EnergieStG shall be provided to the respective transmission system operator no later than one week before the date of delivery. If adequate documentation that the shipper meets the requirements of Section 38 (3) EnergieStG is not submitted within the prescribed period, the transmission system operator may invoice the shipper for charges due plus energy tax at the applicable rate on the gas quantity delivered.

   The shipper shall notify the transmission system operator promptly in writing if the shipper is not or is no longer a supplier within the meaning of Section 38 (3) EnergieStG. A current delivery confirmation from the customs administration is required for address changes, company name changes and changes in legal organisational form. The shipper shall reimburse the transmission system operator for resulting energy tax payable if this requirement is not met on time.

2. All transportation tariffs and charges stated in the contract do not include applicable taxes. The shipper shall pay such taxes in addition to the transportation tariffs and charges.

3. The charges per the relevant contract and these provisions, plus any surcharges thereon, represent the payment amount for the purposes of the Value Added Tax Act (UStG), and do not include Value Added Tax (VAT). The shipper shall pay VAT at the applicable rate to the transmission system operator in addition to such charges, unless the reverse charge mechanism applies. If the recipient of the service fulfils the conditions of the Value Added Tax Act, it shall submit to the other party as proof of the applicability of the reverse charge mechanism the certificate for resellers of natural gas (UST 1 TH) in accordance with Section 13b sub-section 2 (5), lit. b and subsection 5 of the Value Added Tax Act for the first time one week before the delivery as well as the current certificate after expiry of the validity period of the previous certificate without being explicitly asked to do so. If invoicing is by way of a credit note procedure in accordance with Section 14 (2) sentence 2 of the Value Added Tax Act, the invoice must carry the note 'Gutschrift' ('credit') (Section 14 (4) no. 10 of the Value Added Tax Act).

Section 28
Maintenance

1. The transmission system operator shall be entitled to carry out maintenance (servicing, inspection and repair) on its pipeline system, as well as measures for the construction, modification and expansion of systems. The transmission system operator shall be released from obligations under this contract if and to the extent that the transmission system operator is not able to fulfil its contractual obligations as a result of such measures. The shipper shall be obligated to cooperate, without limitation by restricting network usage during maintenance activities planned by the transmission system operator.

2. The transmission system operator shall give the shipper proper advance notice of measures under Paragraph 1 of this Section 28 in an appropriate manner if and to the extent that network usage under this contract should actually be impaired, in whole or in part. In the event of any scheduled maintenance work planned in advance, the transmission system operator shall, in addition to the obligations under EU Regulation 715/2009, inform the shipper about the duration and likelihood of any restricted use of the network no later than 15 business days before any such restriction occurs. This advance notice period may only be reduced if an advance notice is not possible for reasons for which the transmission system operator is not responsible or the remedial action necessary to eliminate any interruption of service would be delayed by such advance notice. In any such case the transmission system operator shall inform the shipper about the estimated duration and the reason for the restriction without undue delay.

3. In the event that measures under Paragraph 1 of this Section 28 that do not constitute measures within the meaning of Section 16 (2) EnWG restrict the agreed capacity and/or gas flow at the respective entry or exit point affected for more than 14 gas days per gas year, the shipper shall be released from its payment obligations for the duration and scope of restriction beyond 14 gas days. This period shall be reduced pro rata for contracts with a term of less than one year. The shipper shall also be released from its obligations.

   Notwithstanding the provision in Paragraph 1 of this Section 28, the following agreement applies to transport capacity with a minimum contract term of one quarter and which is not transport capacity to network connection points to end-consumers: The transmission system operator shall, in the event of any maintenance measures, charge the shipper regardless of any actual restrictions to network use from the 15th gas day of the possible restrictions the transportation tariffs payable for a corresponding interruptible capacity, less a 30 % risk deduction, cumulated for the relevant gas year and for each of the entry and/or exit points affected thereby until the end of the period stated by the transmission system operator towards the shipper pursuant to Paragraph 2 of this Section 28 and to the extent of the contractually agreed firm capacity.

4. The provisions of this Section 28 shall apply mutatis mutandis in the event that third parties carry out measures in accordance with Paragraph 1 this Section 28 and the transmission system operator is, as a result of such measures, in whole or in part not in a position to perform its obligations under the contract. The same applies in the case of indirect effects of these measures on the firm exchange capacities between the bottleneck areas of the market area.

5. Paragraph 1 sentence 2 and 3 and Paragraph 2 of this Section 28 shall apply mutatis mutandis in the event that the transmission system operator is entitled by law or provisions of contracts with third parties to interrupt network connection or the use of a network connection.

Section 29
Interruption of interruptible capacity

1. The transmission system operator shall be obligated to provide booked interruptible capacity at an entry or exit point as long as the use of booked firm capacity is not affected. The transmission system operator shall also be entitled to interrupt booked interruptible capacities in whole or in part if it is requested by another transmission system operator in accordance with Section 16 (1), EnWG to interrupt such capacities to avoid detrimental impact on booked firm capacities on its network.

2. The transmission system operator shall give the shipper or, in the cases provided for in Section 13 (2) and Section 12 (1), the designated balancing group manager, at least 3 hours' advance notice of the interruption, unless it is not possible to give such notice due to operational reasons. The transmission system operator shall notify the shipper of the reasons for the interruption without undue delay no later than upon the occurrence of the interruption.

3. In the event of interruption at an exit point to an end-consumer or at an entry point not subject to nomination, the shipper shall ensure that the withdrawal of gas quantities by the end consumer or the injection of gas quantities by the injecting shipper is reduced in accordance with the transmission system operator's request. The shipper shall be entitled to use the capacity booked at the entry or exit point to the extent that it has not been interrupted. The shipper shall not be entitled to make any further use of the capacity. In the event of continued use despite interruption, Section 30 shall apply mutatis mutandis to the use of the interrupted capacity.

4. An interruption of interruptible capacities and the interruptible shares of bFZK and DZK at an entry or exit point is carried out in the following ranking order

   a) Rank 1: The part of the renomination of firm capacity which exceeds the quantity permitted in accordance with Section 12 Paragraph 5 Sentence 2.

   b) Rank 2: Should further interruptions be necessary after the interruption of the first rank, interruptible capacities will be interrupted.

   c) Rank 3: Should further interruptions be necessary after the interruption of the first and second rank, the interruptible share of the bFZK and DZK will be interrupted.

   Within the ranks, an interruption is performed according to the chronological order of the respectively concluded entry or exit contract, starting with the most recently concluded contract. If under the process according to the preceding sentence there are two or more interruptible capacities of equal status and if the transmission system operator does not interrupt all capacities, the nominations for these interruptible capacities shall be reduced on a pro-rata basis. Interruptible capacities at points which have been assigned to a biogas balancing group shall be interrupted with a lower priority than other interruptible capacity. According to Article 35 of Commission Regulation (EU) 2017/459, the preceding sentence does not apply at cross-border interconnection points.

5. In cases provided for in Section 16 (1) and (2) EnWG, the transmission system operator may deviate from the procedure laid down in Section 29 (4) if the safety or reliability of the network would otherwise be jeopardised or compromised.

Section 29a
Reduction procedure for firm capacity nomination

In the event that the sum of all nominations of booked firm capacities for any hour at an entry or exit point is higher than the available firm capacity including the firm shares of bFZK and DZK after the interruption of all interruptible capacities and the interruptible shares of bFZK and DZK in accordance with Section 29, such nominations shall be reduced in accordance with lit. a) and b) of this Section 29a. This shall be without prejudice to the provisions of Sections 34 and 35.

a. The firm capacity nominations of all biogas balancing groups/sub-balancing accounts shall be considered preferentially. Such nominations shall not be reduced provided that the available capacity is sufficient for them. If the available capacity is insufficient, then lit. b) of this Section 29a shall apply.

b. If the remaining firm capacity resulting from lit. a) of this Section 29a is less than the amount of the sum of all nominations relating to capacity included in the balancing group/sub-balancing accounts, the firm capacity shall initially be distributed on a pro rata basis taking into account the ratio of the firm capacities included in the balancing group/sub-balancing accounts. In the event that any capacity remains because more firm capacity has been distributed to one or more balancing accounts than was nominated and the nomination of at least one other balancing group has been reduced, then such residual amounts shall be distributed additionally on the basis of the ratio of the capacities included. If residual amounts remain again after this distribution, the distribution process shall be repeated considering the capacities included until the residual amounts have been distributed.

In the event of the reduction of nominations, the shipper shall be promptly notified of the cause and the estimated duration of the reduction.

Section 29b
Application of Capacity Allocation Restrictions and Usage Restrictions for the Usage of Dynamically Allocable Capacities at an exit point that does not require nomination

1. In the event of congestion the transmission system operator shall instruct the market area manager, with a notice period of four hours, to temporarily terminate the connection of the DZK balancing group of "RLM" type with the directly connected balancing group in the case of a DZK balancing group of "RLM" type with an exit point not subject to nomination and have this carried out by the market area manager. This terminates the balancing group connection until the end of the relevant gas day (rest of the day).

   If the shipper or the balancing group manager commissioned by him submits nominations ("nomination at the balancing entry point") in sufficient quantities at the corresponding and previously determined entry points, the balancing group connection will not be terminated.

2. In the case of RLM exit points without a daily band, where the hourly allocations are used by the market area manager in each case (RLMoT), the amount of the nomination is sufficient if this is at least equal on an hourly basis to the amount of TAM in accordance with section 15a for the corresponding hour. In the case of RLM exit points with a daily band, where the daily sum of the hourly allocations per gas day is used evenly by the market area manager as an hourly share (as a daily band) over the entire gas day (RLMmT), the amount of the nomination at the entry balancing point is sufficient if this is at least equal on an hourly basis to the total amount of TAM according to Section 15a until the end of the gas day divided by the hours until the end of the gas day.

3. As soon as the connection of the DZK balancing group of type "RLM" is terminated, the shipper must nominate for a DZK balancing group of type "RLM" with an exit point not subject to nomination in order to guarantee the supply of the DZK exit point at the balancing entry point in accordance with Section 2. In the case of RLMmT, the hour from disconnection is relevant for the calculation of the sufficient quantity.

4. In the event of a breach of the obligation regulated in Paragraph 3 above, the transmission system operator will interrupt the interruptible share of the DZK in accordance with Section 29. If the interrupted share of capacity at the DZK exit point continues to be used despite the interruption, Section 30 shall apply accordingly.

Section 30
Capacity overrun

1. The shipper shall be entitled to use booked capacity at the entry and/or exit point in the amount included in the balancing group/sub-balancing account. The shipper shall not be entitled to any use exceeding that amount.
2. If, contrary to Paragraph 1, sentence 2 of this Section 30, the allocated hourly gas quantities exceed 100 % of the capacity included in the balancing group for an entry or exit point at the respective entry or exit point in question, an hourly capacity overrun shall be deemed to have occurred. For RLM exit points and for entry points not subject to nomination, the hourly load profile plausibility-checked in accordance with DVGW code of practice G 685 at M+10 business days and if necessary corrected with substitute values and converted with the invoicing gross calorific value, will be used instead of the allocated hourly gas quantities. An hourly overrun shall not increase the booked capacity.
3. In the event that several shippers have booked capacities at an entry and/or exit point and included such capacities in the same balancing group, the transmission system operator shall be entitled to invoice each shipper for capacity overruns proportionately weighted by the capacity included at that entry and/or exit point. This shall not apply if the balancing group manager makes nominations in separate sub-balancing accounts for each shipper.
4. If the shipper exceeds the capacity included, a contractual penalty shall be payable in accordance with the Supplementary Terms and Conditions and/or price list of the transmission system operator.
5. The provisions of Paragraph 4 of this Section 30 shall be without prejudice to the rights of the transmission system operator to claim compensation for additional loss or damage caused by overruns. Contractual penalties already paid shall be set off against such compensation payable for specific capacity overruns.
6. Paragraph 1 sentence 2 and Paragraphs 2 to 5 of this Section 30 shall not apply to cross-border interconnection points and at points at storage facilities provided the over-nomination requirements in accordance with Section 13d are met.

Section 31
Suspension or amendment of contractual obligations

1. In accordance with Section 16 EnWG, the transmission system operator shall be entitled to introduce capacity allocation restrictions or use restrictions for the necessary period, modify existing allocation requirements or use restrictions or convert booked firm capacity into interruptible capacity to the extent necessary to ensure the safety and reliability of the transmission system operator's network.
2. The transmission system operator shall also be entitled to adopt measures under Paragraph 1 of this Section 31 if capacity usage differs from the load flow simulation assumptions made in accordance with good gas industry practice under Section 9 (2) GasNZV, and if the different capacity usage forces the transmission system operator to modify the assumptions applied in determining capacity as per Section 9 GasNZV so that capacity can no longer be offered in the amount previously offered. The transmission system operator shall be entitled to adopt measures under Paragraph 1 of this Section 31 if capacity and steering instruments such as load flow commitments and balancing gas to secure the firm, freely allocable capacity required by the transmission system operator cannot be obtained, cannot be obtained in full or can only be obtained at conditions which are economically not reasonable and other network or market measures are not possible. Measures applied by the transmission system operator under this Paragraph shall be reported in advance to the Federal Network Agency, stating the reasons.

3. If the entire booked firm capacity at a point is not equally affected by the measures in accordance with Paragraph 1 of this Section 31, the transmission system operator shall determine on a non-discriminatory basis for which capacities or contracts these measures are to be implemented. In the case of the conversion of booked firm capacity into interruptible capacity, the booked firm capacity shall be converted into interruptible capacity in proportion to the firm capacity booked by the shippers. For the interruption of this capacity, Section 29 shall apply provided, however, that interruption shall be carried out in the chronological order in which firm capacity was booked. Interruption shall be carried out following the interruption of existing interruptible capacity bookings. Section 29 (4) sentences 2, 3 and 4 shall apply mutatis mutandis.
4. The transmission system operator shall notify the shipper promptly in advance in the event that the shipper's rights are to be restricted under Paragraphs 1 to 3 of this Section 31; in the event of developments which can be foreseen by the transmission system operator well in advance (e.g. as a result of market area mergers) the transmission system operator shall normally give the shipper at least three months' advance notice of such restrictions. In each case, the transmission system operator shall notify the shipper of the reasons for such restrictions.
5. The shipper shall be entitled to extraordinarily terminate the contracts concerned, in whole or in part, within 14 calendar days of the notification date, if the amendment continues for longer than 14 calendar days in any contract year. Termination shall take effect on the effective date of the amendments to the contracts concerned. If the terminated capacity is firm capacity at a cross-border interconnection point, the shipper shall be entitled to require the transmission system operator to auction the terminated capacity again at the same point.
6. The contracts concerned shall be amended accordingly if the shipper does not exercise its right of termination. If an amendment results in firm capacity being converted into interruptible capacity in whole or in part, the applicable charges for interruptible capacity in accordance with Section 25 shall apply to the converted portion. In any such case, any auction surcharges shall be eliminated pro rata from the date of adjustment by the transmission system operator. If capacity allocation limitations or use conditions are imposed or changed, the respective charges under the Supplementary Terms and Conditions of the transmission system operator shall apply. Any auction surcharges shall continue to apply in any such case.

Section 32
Transmission System Operator's contact persons and availability

The transmission system operator's contact persons are published on its website.

Section 33
Data transmission and data processing

The transmission system operator shall be entitled to disclose consumption, invoicing and contract data to other system operators or to the market area manager to the extent that and for such time as such disclosure is necessary for the proper performance of the respective contract. The transmission system operator shall also be entitled to gather, store and process data received from the shipper or the shipper's user as part of the use of the capacity booking platform or of its systems for processing network access, as permitted under data protection acts. The shipper consents to automated data processing by the transmission system operator or provider contracted by the transmission system operator in accordance with data protection laws.

Section 33a
Business Processes and Data Exchange for the Implementation of Network Usage

1. To the extent that the Parties have to exchange data in accordance with the GeLi Gas specification issued by the Federal Network Agency and in line with the BDEW/VKU guide "Exchange Processes for Measuring Gas" as amended from time to time, they shall do so using the specifications of the expert group "EDI@Energy" developed by multiple associations, in so far as these were previously the subject of a consultation accompanied by the Federal Network Agency and subsequently published by the Federal Network Agency. When interpreting the specifications, the corrections published by EDI@Energy shall also be taken into account.
2. The Parties shall close loopholes concerning market communications and the application of the decisions and communications mentioned in Paragraph 1 using the guidance documents published with a view to the relevant decision, provided that these were developed by or at least involving representatives of system operators and shippers and that they were labelled "consensual".

Section 34
Force majeure

1. A party to the contract shall be released from its obligations to the extent that it is prevented from performing such obligations by force majeure in accordance with Paragraph 2 of this Section 34. The other party in each case shall be released from its obligations to the extent that and for such time as the first party is prevented from performing its obligations by force majeure.
2. Force majeure is defined as any unforeseeable external event that is unavoidable, even by the exercise of due care reasonably to be expected and the deployment of resources which the party concerned could be reasonably expected to deploy from the technical and economic point of view. Such events shall include without limitation natural disasters, terrorist attacks, power failures, telecommunications failures, strikes and lawful lockouts or statutory provisions or acts of governments, courts or authorities (regardless of their legality).
3. The affected party to the contract shall notify the other party promptly, stating the circumstances of force majeure and their expected duration. The affected party shall endeavour to restore its ability to fulfil its obligations as soon as possible, deploying all technically feasible and economically viable resources to do so.
4. If a party to the contract utilises third-party services to perform contractual obligations, an event which would constitute force majeure or other circumstances within the meaning of Paragraph 2 of this Section 34 for the third party concerned shall also constitute circumstances of force majeure for that party to the contract.

Section 35
Liability

1. The transmission system operator shall be liable for damage to property ('Sachschäden') and financial loss ('Vermögensschäden') suffered by the shipper at all pressure levels as a result of the interruption of or disturbances in network access in accordance with Section 5 GasNZV in conjunction with Section 18 NDAV (Ordinance Concerning General Conditions for Network Connection). (see Annex 1)
2. Each of the parties shall be liable to the other party for death, personal injury or damage to health, unless the party itself and its statutory representatives or vicarious agents ('Erfüllungs- und Verrichtungsgehilfen') have neither acted wilfully nor negligently.

3. In all other respects each of the parties shall be liable to the other party for damage to property and financial loss arising out of a culpable breach of their contractual obligations.
   a) In the event of a breach of a material contractual obligation ('wesentliche Vertragspflichten'), each of the parties shall be liable to the other party for damage to property ('Sachschäden') and financial loss ('Vermögensschäden'), unless such loss or damage was not caused by a wilful act or omission or negligence on the part of the party itself, its statutory representatives or vicarious agents. The liability of the parties in the event of damage to property or financial loss caused by slight negligence shall be limited to the loss or damage typically foreseeable in connection with such contracts.

      i. Material contractual obligations are obligations the performance of which is prerequisite to the proper performance of the contract, and the performance of which the parties to the contract normally rely on and may at all times expect.

      ii. Loss or damage typically foreseeable is loss or damage a party to the contract foresaw as a possible consequence of a breach of contract or ought to have foreseen as a possible consequence of a breach of contract under the circumstances of which the party was aware at that time or ought to have been aware at that time if it had exercised due care ('verkehrsübliche Sorgfalt').

      iii. It is to be assumed that the typical loss or damage in connection with contracts of this type is EUR 2.5 million for damage to property and EUR 1 million for financial loss.

   b) In the event of a breach of non-material contractual obligations, each of the parties shall be liable to the other party for damage to property and financial loss, unless such loss or damage was not caused by a wilful act or omission or gross negligence on the part of the party itself, its statutory representatives or vicarious agents.

      i. In the case of damage to property or financial loss caused by gross negligence, the liability of the parties and their statutory representatives or managing vicarious agents ('Leitende Erfüllungs- und Verrichtungsgehilfen') shall be limited to the loss or damage typically foreseeable in connection with such contracts.

      ii. In the case of damage to property caused by gross negligence, the parties' liability for ordinary vicarious agents ('einfache Erfüllungsgehilfen') shall be limited to EUR 1.5 million for damage to property, and EUR 0.5 million for financial loss.

4. Section 16 and 16a EnWG shall not be affected. Measures in accordance with Section 16 (2) EnWG shall include, without limitation, action taken to ensure a secure natural gas supply for protected customers in accordance with Section 53a EnWG.

5. The parties' liability under mandatory provisions of the Public Liability Act ('Haftpflichtgesetz') and other laws shall not be affected.

6. Paragraphs 1 to 5 of this Section 35 shall also apply to the statutory representatives, employees, vicarious agents of the parties, if and to the extent that these conditions are applicable to the respective party.

Section 36
Deposit

1. The transmission system operator may in justified cases require the shipper to pay a reasonable deposit or to make advance payment in accordance with Section 36a for payment claims arising from the commercial relationship with the shipper. If requested by the transmission system operator, the shipper shall provide current documents pursuant to Section 2a Paragraph 1 to 4. The reasons for any such request for a deposit or advance payment shall be stated to the shipper in text form. If the transmission system operator has requested a deposit from the shipper, the transmission system operator can, if there still is a justified case, at any time request a changeover to advance payment in

accordance with Section 36a. In such case, the deposit, if used, shall be refunded without delay upon receipt of the first advance payment.

2. Without limitation, the transmission system operator shall be deemed to have reasonable cause for requiring a deposit or advance payment if:

   a) the shipper

      aa) is in arrears with a significant amount, i.e. usually at least 10 % of the charge payable by this shipper according to the last invoice or a request for a down-payment, and has failed to make the payment in full upon receipt, after having gone into arrears, of an explicit request for payment in writing threatening withdrawal of the shipper's network access and termination of the shipping contracts or

      bb) has been in arrears twice in twelve months with payments due, or

   b) enforcement measures have been initiated against the shipper for financial claims (Sections 803 - 882a Code of Civil Procedure (ZPO)), unless said financial claims are insignificant

   c) an earlier entry or exit contract between the transmission system operator and the shipper has been terminated effectively in accordance with Section 37 (2), lit. b) within the last 2 years before the signing of this contract, or the permission to use the respective capacity booking platform has been effectively withdrawn from the shipper during this time, or

   d) the transmission system operator acting in good faith has reasonable doubts due to actual indications that the shipper will not meet its contractual obligations.

   In addition, the transmission system operator shall be deemed to have reasonable cause for requiring a deposit or advance payment if, according to information obtained from a generally recognised credit agency or rating agency, the shipper does not have an appropriate credit rating.

   Without limitation, the shipper's credit rating shall be deemed inappropriate if it fails to meet at least one of the following requirements:

   - a Standard & Poor's long-term rating of BBB- or better,
   - a Fitch rating of BBB- or better,
   - a Moody's long-term rating of Baa3 or better, or,
   - a Dun & Bradstreet Risk Indicator 3 or better
   - a Creditreform rating (credit index score 2.0) of risk class I or II (in accordance with Creditreform Rating Map Germany as amended from time to time) or, if risk classes according to Creditreform (credit index score 2.0) are not available for the shipper, the highest score within risk class II (using the Creditreform Rating Map Germany in its applicable version) or less points.

   This shall also apply if the shipper does not have a corresponding comparable rating of any other recognised rating agency.

   The transmission system operator shall disclose to the shipper in full the data and the essential content of the information obtained that gives the transmission system operator reasonable cause for concern.

   The shipper may rebut the claim that it does not have an appropriate credit rating by furnishing appropriate proof of its creditworthiness within 5 business days. Such proof can be submitted e.g., in the form of an auditor's certificate, a confirmation of sufficient liquidity by a bank authorised to do business in Germany, an up-to-date annual report as

well as any other information relevant to the shipper's creditworthiness, as may be required.

3. Deposit types include irrevocable, unconditional bank guarantees, irrevocable unconditional corporate guarantees (binding letters of comfort and affiliate guarantees), and irrevocable, unconditional, abstract guarantees of a bank authorised to do business in the Federal Republic of Germany. The type of deposit shall be determined at the discretion of the shipper. The transmission system operator may also accept cash or assignments of receivables.
4. The shipper shall provide the deposit to the transmission system operator within 7 business days of the corresponding request.
5. The requirements for individual deposit types are as follows:
   a) Bank securities must be provided in the form of an unconditional, irrevocable and abstract indemnity letter or guarantee of a bank authorised to do business in the Federal Republic of Germany. The bank issuing the deposit shall have a Standard & Poor's long-term rating of A- or better, a Moody's long-term rating of A3 or better, or be part of the German savings and cooperative bank sector.
   b) For corporate guarantees and indemnity letters, the issuing company providing the deposit shall have
      - a Standard & Poor's long-term rating of BBB- or better,
      - a Fitch rating of BBB-, or better
      - a Moody's long-term rating of Baa3 or better
      - a Dun & Bradstreet credit rating with a Risk Indicator 3 or better
      - a Creditreform credit index score (credit index score 2.0) of risk class I or II (in accordance with Creditreform Rating Map Germany as amended from time to time or, if risk classes according to Creditreform (credit index score 2.0) risk classes are not available for the shipper, the highest score within risk class II (using the Creditreform Rating Map Germany in its applicable version) or less points.

      If the company does not have a rating from one of the rating agencies or credit agencies mentioned in sentence 1, it must prove that its creditworthiness is at least comparable to the ratings mentioned in sentence 1 according to the assessment of a rating agency or credit agency recognised in Germany. The corporate guarantee or indemnity amount shall not exceed 10 % of liable equity capital of the company providing the deposit. The shipper shall document compliance with this requirement to the transmission system operator upon providing the deposit.
   c) Any cash deposit provided shall be deposited to an account specified by the transmission system operator. Interest shall be payable on such amounts at the base rate published by Deutsche Bundesbank on the first bank business day of the month.
   d) The indemnity or guarantee amount shall be payable and shall include a general waiver of the right to insist on prior failed attempt at direct enforcement, waiver of contestability and waiver of offset against claims unless undisputed or upheld by legal judgment. An abstract indemnity or guarantee letter shall be valid for at least 12 calendar months and shall expire no later than two months after the end of the contract term.
6. The deposit amount shall be the higher of the following amounts:
   a) Twice the average monthly capacity charges receivable from the shipper for the past 12 months. If the network use period is less than 12 months, this period shall be used as a basis for calculation of the deposit amount, or
   b) The capacity charges receivable from the shipper for the two following months

In deviation from sentence 1 of this Paragraph 6, for a period of 6 months from the moment of admission according to Section 2a Paragraph 6, the amount of the deposit shall amount to twice the average monthly capacity charges for expected capacity bookings for a period of 12 months. The shipper shall be obligated to provide the transmission system operator with any requested information necessary for this in text form.

7. The transmission system operator may restrict the shipper's admission to the capacity booking platforms in accordance with Section 2a so that the shipper can only book capacities up to the extent to which the total charge for the capacities requested and already booked, if any, correspond to the amount of the deposits made. It is possible at any time to adapt the extent of admission after the shipper has previously increased its deposit in accordance with the amended expected capacity.
8. The transmission system operator may restrict the shipper's admission to book interruptible within-day capacity via over-nomination in accordance with Section 13d so that the shipper can only book interruptible within-day capacities via over-nomination up to the extent to which the total charges for the capacities requested and already booked, if any, correspond to the amount of the deposits made. It is possible at any time to adapt the extent of admission after the shipper has previously increased its deposit in accordance with the amended expected capacity.
9. The transmission system operator may have recourse to the deposit provided that it has issued a payment due notice for overdue amounts after payment has been delayed and the reasonable deadline set for making payment has not been met. In such a case the transmission system operator may request that another deposit be made under the conditions detailed in Paragraph 6 of this Section 36. The shipper shall make said deposit within 7 days of the request.
10. Deposits provided shall be returned promptly in the event that the reasons for the requirement of securities no longer apply. The transmission system operator shall review the reasons justifying the requirement for a deposit or advance payment every six months. During such review, the transmission system operator shall verify whether the deposit amount meets the requirements of Paragraph 6 of this Section 36. In the event that such review reveals that the realisable value of all securities provided exceeds the amount of the applicable value in accordance with Paragraph 6 of this Section 36 temporarily, the transmission system operator shall return the corresponding portion of the deposit. If several deposits have been provided, the transmission system operator may choose at its discretion which deposits to return. In the event that the realisable value of all deposits provided falls below the amount of the applicable value in accordance with Paragraph 7 of this Section 36 by a more than insignificant amount, the transmission system operator may require the shipper to adjust the amount of such securities accordingly.
11. The transmission system operator may also return a deposit if the shipper has not booked any capacity 12 months after its admission. In the case of admission to several capacity booking platforms, the time of the last admission shall be pertinent. Along with the aforementioned return of the deposit, the shipper's right to book capacity or admission to the transport system operator the capacity booking platform will be withdrawn again. In this case the transmission system operator shall give the shipper 8 weeks advance notice of the withdrawal of its admission in text form. The deposit will not be returned and admission will not be withdrawn if the shipper appeals in text form within 4 weeks of the advance notice. The period according to sentence 1 begins to run again on receipt of the appeal by the transmission system operator.

Section 36a
Advance payment

1. The shipper shall be entitled to make an advance payment instead of providing a deposit. To do so, the shipper shall state to the transmission system operator in text form within

five business days of the receipt of the request for a deposit by the transmission system operator that it will make an advance payment instead of the deposit.

2. If the transmission system operator requests an advance payment in accordance with Section 36 Paragraph 1 or if the shipper avoids providing a requested deposit in accordance 36a, Paragraph 1, the shipper shall be required to make future payments in response to capacity charge requests as advance payments.
3. The transmission system operator may request an advance payment once every month, every fortnight or every week.
4. The amount of the advance payment shall be determined on the basis of the average monthly capacity charge requests made to the shipper over the past 12 months. If the actual period of use is less than 12 months, said actual period shall be used as a basis for calculating the average monthly capacity charge requests. If the circumstances of a particular case give reason to believe that the actual capacity charge requests are higher or lower than the average capacity charge requests calculated, then this shall be duly taken into account by the transmission system operator when determining the amount of the advance payment. To this end the transmission system operator may ask the shipper to provide a booking forecast, or the shipper may submit a booking forecast. However, the transmission system operator shall not be bound by any such forecast in a given case.
5. The transmission system operator shall advise the shipper by the 13th business day of the month preceding the month M of the amount of the monthly advance payment and the advance payment to be made according to the selected period. The advance payment shall be made in time so that it is credited to the transmission system operator's account by the last business day of the month preceding the month M, and for advance payments made every two weeks or every week, by the last business day of the week preceding the delivery week. The transmission system operator shall be entitled to request proof from the shipper that the payment order was issued in good time.
6. The advance payment shall be offset from the capacity charge requests made by the transmission system operator for the month M in which the payment was made.
7. If a particular advance payment does not suffice to cover the charge requests for the month M in question, the shipper shall pay the difference by the date on which the charges are due and payable in accordance with the transmission system operator's terms and conditions concerning charges and payment. If a particular advance payment exceeds the capacity charge request for the month in question, the difference shall be reimbursed to the shipper.
8. The transmission system operator may restrict the shipper's admission to the capacity booking platforms in accordance with Section 2a so that the shipper can only book capacities up to the extent to which the total charges for the capacities requested and already booked, if any, correspond to the amount of the advance payment made. It is possible at any time to adjust the scope of admission after the shipper has previously increased its advance payment in accordance with the amended expected capacity.
9. The transmission system operator may restrict the shipper's admission to book interruptible within-day capacity via over-nomination in accordance with Section 13d so that the shipper can only book interruptible within-day capacities via over-nomination up to the extent that the total charges for the capacities requested and already booked, if any, correspond to the amount of the advance payment made. It is possible at any time to adapt the extent of admission after the shipper has previously increased its advance payment in accordance with the amended expected capacity.
10. The transmission system operator shall check the first time after 6 months of the first advance payment, and then every 6 months thereafter, whether there is reasonable cause for requiring an advance payment as provided for in Section 36 (2). The shipper may request after 18 months at the earliest that the advance payments be stopped, provided there is no longer any reasonable cause for requiring advance payments as provided for

in Section 36 (2) above and provided that the shipper's payments over the previous 18 months have been made in full and on time. If it has been established that the conditions requiring advance payments to be made no longer exist, the transmission system operator shall confirm to the shipper that advance payment are no longer required. The duty to make advance payments ends upon receipt of said confirmation.

11. The transmission system operator may include additional provisions on payment intervals and due dates in the Supplementary Terms and Conditions. The foregoing shall be without prejudice to the transmission system operator's option to agree upon preliminary invoices as part of the conditions concerning charges and payment.

Section 37
Termination of contract

1. This contract may be terminated with immediate effect for good cause ('wichtiger Grund').
2. Without limitation, the following shall be deemed to constitute reasonable cause for the termination of the contract with immediate effect:
   a) serious, repeated breach of material contractual obligations despite the issue of a notice to desist or
   b) failure of the shipper to promptly meet its obligation to provide a deposit in accordance with Section 36 or make advance payment in accordance with Section 36a or to pay such deposit or make such advance payment in full.

Section 38
Good faith clause

1. Should unforeseen circumstances arise during the term of the contract which have significant technical, economic, commercial or legal impact on the contract and for which there are no provisions in the contract or the standard terms and conditions or which were not taken into consideration upon the conclusion of the contract and should it therefore become unreasonable for either party to remain bound by any of the provisions of the contract, the party affected by any such change shall be entitled to require the other party to amend the provisions of the contract to reflect the changed conditions and to take into account all the commercial, technical and legal effects on the other party.
2. The party relying on such circumstances shall set forth and prove the facts of the matter.
3. The party concerned shall become entitled to require an amendment of the contract provisions as a result of changes in circumstances upon the date when the party concerned first requests such amendments, except where the party concerned cannot reasonably be expected to have made such request at an earlier date.

Section 39
Confidentiality

1. The parties shall keep the content of the contract and all information obtained thereunder by one party from the other party (hereinafter referred to as 'confidential information') confidential and shall not disclose or make available such confidential information to third parties without the prior written consent of the other party, except as provided under Paragraph 2 of this section 39 and Section 33. Each party shall use the confidential information solely for the purpose of performing the respective contract.
2. Either party shall be entitled to disclose confidential information obtained from the other party without written consent:

a) to an affiliated company which is subject to the same confidentiality obligations as the disclosing party

b) to the market area manager, which itself has entered into an obligation to keep the confidential information confidential,

c) to its representatives, advisors/consultants, banks and insurance companies if and to the extent that such disclosure is required for the proper performance of contractual obligations and prior to making such disclosure such person or company has itself has entered into an obligation to keep the confidential information confidential or is under a statutory obligation of confidentiality by virtue of its profession; or

d) to the extent that such confidential information:

- has already been lawfully disclosed to the party receiving such information prior to the date of its receipt from the other party,
- is already public knowledge or becomes available to the public other than through the act or omission of the obtaining party,
- is required to be disclosed by a party under applicable law or by a judicial or government order, or by a request of a regulatory authority.

3. The confidentiality obligation shall end 2 years after expiry of the respective contract.
4. Section 6a EnWG shall not be affected.

Section 40
Legal succession

1. Subject to Section 19, contractual rights and obligations shall not be assigned whether in whole or in part without the prior written permission of the other party, which permission shall not be withheld except for reasonable cause.
2. Assignment of all of the rights and obligations of a party under the contract to an affiliated company as defined by Section 15 Joint Stock Corporation Act (AktG) shall not require the prior permission but only the written notification of the other party.

Section 41
Contract amendments

1. The transmission system operator may amend the general terms and conditions outlined in this contract for the future if

   a) a change is required in order to comply with applicable laws, regulations or legally binding orders by national or international courts or authorities – including without limitation determinations and related announcements of the Federal Network Agency – or to comply with generally approved technical standards; this also covers relevant common network operating tools (including Business Requirements Specification) according to Article 8 (3a) of Regulation (EC) No. 715/2009its. Or

   b) in the event that the transmission system operator has a justified interest in changes to the contractual arrangements for network access. Without limitation, the transmission system operator shall be deemed to have such a justified interest if the changes are in connection with the issue of standardised entry and exit contracts in accordance with Section 3 (3) GasNZV.

2. The transmission system operator shall give the shipper two months' advance notice of any such amended terms and conditions of the contract in text form and publish the amended terms and conditions of the contract on its website. In justified cases, the transmission system operator may deviate from said notice period of two months, but the notice period should in any case not be less than 15 business days. Without limitation, a justified case shall be deemed to exist if a change pursuant to Paragraph 1, lit. (a) of this Section 41 is required. Amendments to the terms and conditions of this contract shall be deemed to have been accepted by the shipper unless the shipper terminates the contract within 30 days of the receipt of notification thereof, with said termination taking effect from the time the amendments to the terms and conditions of this contract become effective. The termination notice period shall be reduced to an appropriate period if the transmission system operator deviates from said notice period of two months pursuant to Paragraph 2, sentences 2 and 3. No compensation shall be payable to the shipper. The shipper shall not be entitled to terminate the contract if the amendment concerned does not represent any or any significant commercial or financial disadvantage to the shipper. In the event that the shipper considers that any such amendment would represent significant financial disadvantage to the shipper, the shipper shall submit evidence of such disadvantage. The transmission system operator shall notify the shipper of the start of the termination notice period and in the case described in Paragraph 2, sentence 5, of a reduced period, and of the fact that the amended contract terms and conditions will be deemed to have been accepted by the shipper in the event that the shipper does not terminate the contract. Shipper may not invoke Sentences 4 or 5 to terminate entry or exit contracts with capacities of less than one year acquired by the shipper by way of secondary trading in accordance with Section 19 Paragraph 3 if the shipper was aware or should have been aware of the forthcoming specific amendment to the contract terms and conditions at the time of the secondary trading. Knowledge shall be presumed from the time when a new amendment of the Cooperation Agreement or, in case that an amendment entitling to termination is made only in the Supplementary Terms and Conditions, amended Supplementary Terms and Conditions have been published by the transmission system operator.
3. Adjustments of charges shall be subject to Section 25.

Section 42
Severability

1. If any provision of this contract or the appendices hereto is or becomes ineffective or inoperable, the other provisions of this contract or appendices hereto shall remain in full force and effect.
2. The parties shall replace any ineffective or inoperable provision by a provision with as near as reasonably possible the commercial and financial effect intended by the provision so replaced. This shall apply mutatis mutandis to matters not provided for in the contract.

Section 43
Text form

Any amendment to a contract is only effective if it is made in text form. This also applies to any waiver of compliance with the text form requirement. Any termination of a contract is only effective if it is made in writing. A transmission with a qualified electronic signature in accordance with Art. 26 of the European Regulation eIDAS (Regulation EU No. 910/2014 of the European Parliament and of the Council of July 23, 2014) is equivalent to the written form.

Section 44
Venue for disputes and applicable law

1. Any disputes arising between the parties out of or in connection with the contract shall be submitted to the courts of ordinary jurisdiction.
2. The venue for disputes shall be the place where the transmission system operator has its registered office.
3. The contract shall be governed by and construed and interpreted in accordance with German law to the exclusion of interstate conflict of law rules shall not apply as long as these are not mandatory law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

Section 45
List of appendices

The following annexes shall constitute an integral part of this contract:

Annex 1 Section 18 NDAV

Annex 2 Supplementary Terms and Conditions (STC)

Annex 1: § 18 Low Pressure Connection Ordinance (Niederdruckanschlussverordnung / NDAV)

1. To the extent the network operator is liable due to contract, connection usage relation or tortious acts for damages suffered by the shipper due to interruptions or irregularities of the connection usage and default of the company or its vicarious agents or servants is required

   a. regarding financial loss willful misconduct or gross negligence shall be assumed subject to refutation,

   b. regarding damages to property willful misconduct or negligence shall be assumed subject to refutation.

   In case of financial loss pursuant to Sentence 1 number 1 liability due to other negligence shall be excluded.

2. Liability of the network operator for damages to property towards its connection users caused neither by willful misconduct nor gross negligence shall be respectively limited to 5.000 Euro. Liability for damages to property not caused by willful misconduct shall per damaging event be limited to

   a. 2.5 million Euro in case of up to 25.000 connection users connected to its own network;

   b. 10 million Euro in case of 25.001 to 100.000 connection users connected to its own network;

   c. 20 million Euro in case of 100.001 to 200.000 connection users connected to its own network;

   d. 30 million Euro in case of 200.001 to one million connection users connected to its own network;

   e. 40 million Euro in case of more than one million connection users connected to its own network.

   Damages of connection users connected to mid and high pressure shall be implied in the aforementioned limits.

3. Paragraph 1 and 2 shall also apply to connection users' claims in tort against third-party network operators in terms of § 3 number 27 Energy Industrial Act. Liability of third-party network operators in terms of § 3 number 27 Energy Industrial Act shall totalling be limited per damaging event to three times the maximum amounts it is liable towards its own connection users in accordance to Paragraph 2 Sentence 2. If the third-party network operator has no own connection users connected to its network in terms of this Ordinance, the liability shall totalling be limited to € 200 million. Damage claims of consumers who are not covered by this Ordinance and which are claimed against the third party due to tort may be regarded for the maximum amounts pursuant to Sentences 2 and 3 if case by case these claims are limited in accordance with Paragraph 2 Sentence 1. At request the network operator shall be obliged to inform its connection users about the facts related to the damaging caused by a third-party network operators in terms of § 3 number 27 Energy Industrial Act to the extent the facts are known to it or can be cleared up by it using reasonable effort and its knowledge is necessary to claim for damages.

4. Liability for financial loss of the network operator to whose network the connection user is connected, or of a third-party network operator to whom the connection user claims for damages, caused by gross negligence shall be respectively limited towards its connection users to 5.000 Euro and per damaging event to 20 % of the maximum amounts listed under Paragraph 2 Sentence 2 and Paragraph 3 Sentence 2 and 3. Paragraph 2 Sentence 3 and Paragraph 3 Sentence 1, 4 and 5 shall apply accordingly.

5. If the sum of individual damage claims exceeds the respective limit, the damage claim shall be proportionately reduced in relation of the sum of all damage claims to the respective limit. If consumers who are not covered by this Ordinance are regarded for the maximum amounts in accordance with Paragraph 2 Sentence 2 or Paragraph 3 Sentence 4 in connection with Paragraph 4 respectively, such customer shall be regarded with respect to the reduction in accordance with Sentence 1. In case of claims pursuant to Paragraph 3 the quota of damaging claims may not exceed the quota of customers of the third-party network operator.
6. Claims for damages below 30 Euro neither caused by willful misconduct nor by gross negligence shall be precluded.
7. The aggrieved connection user shall inform the network operator or if it is certain the company liable to pay compensation about the damage.

Annex 2: Supplementary Terms and Conditions (STC)

STC, Chapter 1
Rules regarding Section 2, Paragraph 3 lit. a Point1 to 13 Sentence 1 and Paragraph 4, Sentence 3, Point 1 to 7, Sentence 1 Cooperation Agreement XIV.1

Section 1
Conditions concerning transport tariffs charges and payments (Section 25, Paragraph 10 GT&C-EEC)

This shall be governed by Article 11 of the pricelist.

Section 2
Invoicing and payments on account (Section 26, Paragraph 1 First Sentence GT&C-EEC)

This shall be governed by Article 12 of the pricelist.

Section 3
Capacity Overrun Penalty (Section 30, Paragraph 4 GT&C-EEC)

1. In accordance with Section 30, Paragraph 1 of the GT&C-EEC the shipper is not entitled to claim booked capacity at the entry and/or exit point in excess of the capacity contributed by him to a balancing group/sub-balancing account. In the event of an hourly capacity overrun in accordance with Section 30, Paragraph 2 of the GT&C-EEC, the shipper is obliged to pay a penalty. The amount of the penalty is shown in Article 6 of the respective valid pricelist.
2. In determining the usage of the booked capacities at entry or exit points, the simultaneous entry and exit usage, especially at storage connection points, cannot be regarded as a total balance. Furthermore, the relevant exit tariff at exit points to storage facilities will apply during the calculation of the capacity overrun even if the exit tariff is dispended for the booking of exit capacities, because of the simultaneous booking of entry capacity to an entry point for this storage facility by the booking of an appropriate capacity product.
3. If and when the shipper has included entry or exit points in a balancing group and has booked capacities at these points within the framework of entry or exit capacity contracts with more than one transmission system operator in the Market Area, each and every capacity overrun at these entry or exit points which can be allocated directly to the shipper will be allocated in the ratio of the booked capacities to the entry or exit capacity contracts with the respective transmission system operators, provided that the capacity overruns are not allocated on the basis of nominations or allocation agreements.
4. If there are no capacity bookings at any entry or exit point, but the capacity will be used nevertheless, the transmission system user, who actively used the entry or exit point with the allocation rule "allocated as metered", has to pay a capacity overrun penalty pursuant Section 30, Paragraph 1 of the GT&C-EEC in conjunction with Article 6 of the pricelist and has to pay the respective capacity charge pursuant to Article 1 of the respective valid pricelist in addition. Provided that no shipper can be assigned to this entry or exit point, GUD will charge the capacity charge as well as the capacity overrun penalty to the balancing group manager.

Section 4
Usage of IT-web portals of the TSO

For IT-web portals the currently published terms and conditions of usage shall apply.

Section 5
Allocation of quantities in case of exceeding of limits of operational balancing accounts at cross-border interconnection points (Section 22, Paragraph 1 and 3 GT&C-EEC)

At the cross-border interconnection points Oude Statenzijl H, Oude Statenzijl L, VIP TTF-THE-H, ELLUND, VIP DK-THE steering differences are allocated to respective operational balancing accounts ("OBA") in accordance with Commission Regulation (EU) 2015/703 establishing a network code on interoperability and data exchange rules. If the limits of the OBA at the respective cross-border interconnection point are reached and the transmission system operators concerned do not agree to extend the limits, GUD has the right to deviate from the rule of allocation of quantities "allocated as nominated" and to proportionally allocate the quantities of the physical main flow to the balancing group and/or balancing sub account concerned on the basis of the measured values and the confirmed nominations.

STC, Chapter 2
Rules regarding virtual interconnection point (VIP)

Chapter 2 of these Supplementary Terms and Conditions (STC) of the GT&Cs-EEC as well as Chapter 1 of the STC define provisions that supplement or differ from the GT&Cs-EEC for VIP, which have to be implemented according to Article 19 section 9 Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013.

Section 1
Over-nomination of capacity contracts at the network point Oude Statenzijl H

1. With the introduction of the VIP TTF-THE-H, an interruptible within-day booking by over-nomination of existing capacity contracts at the network point Oude Statenzijl H is no longer possible.

Section 2
Capacity overruns at VIP DK-THE and VIP TTF-THE-H

1. In addition to Chapter 1, Section 3 STC, GUD does not accept capacity overruns for entry and exit contracts concluded at VIP DK-THE and entry and exist contracts at VIP TTF-THE-H. Nominations that exceed the amount by which the shipper has contributed the capacity to a balancing group/sub-balancing account (contribution amount) shall be reduced by GUD to the contribution amount.

Section 3
Over-nomination of capacity contracts at the network point Deutschneudorf EUGAL Brandov

1. In addition to Section 13d (1) GT&C-EEC booking of interruptible within-day-capacity contracts via over-nomination at the network point Deutschneudorf EUGAL Brandov is only possible, if firm capacity at the network point VIP Brandov is marketed in full or if interruptible capacity only is offered.
2. In addition to Section 13d (2) GT&C-EEC in case that the total nominations by the balancing group manager exceed the capacity included by the shipper in the balancing group or sub-balancing account for the particular combination of booking point and direction, then that proportion of the nomination shall be deemed an offer to book interruptible within-day capacity at the network point VIP Brandov.
3. In addition to Section 30 (6) GT&C-EEC, Section 30 (1) to (5) GT&C-EEC is only applicable if the booked capacity at network point Deutschneudorf EUGAL Brandov is exceeded, unless number (1) and (2) are fulfilled.