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## **MET Speicher GmbH Terms and Conditions of Storage Access**

As of 01 January 2021,

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## I. Preamble

MET Speicher GmbH (hereinafter: MET Speicher) grants Storage Customers access to free capacities at its Reckrod and Etzel storage facility upon request and in consideration of the requirements of the EnWG (German Energy Industry Act) of 07 July 2005 as amended from time to time as well as the so-called "Guidelines for Good Practice for Storage System Operators" from the European Regulators Group for Electricity and Gas (EREG) of 23 March 2005 under the following "Terms and Conditions for Storage Access"<sup>1</sup> (hereinafter: "Terms and Conditions").

All storage services offered shall be provided on the basis of a Storage Contract to be agreed between the Storage Customer and MET Speicher, which in turn is subject to these Terms and Conditions. Deviations from the Terms and Conditions must be agreed in writing.

## II. Definitions of Terms

### **Accounting Month**

The period from 6:00 am on the first day of a calendar month to 6:00 am on the first day of the following calendar month is described as the accounting month or storage month.

### **Working Gas Volumes (WGV) [Nm<sup>3</sup>]**

The share of the storage cavity available to the Storage Customer as volumes after ordering the storage capacity within the respective term of the Storage Contract.

### **Working Gas Account**

MET Speicher administers a working gas account for the Storage Customers for the gas to be stored, in which the balance of gas quantities injected and withdrawn is managed.

### **Withdrawal Rate [Nm<sup>3</sup>/h]**

The maximum volume per hour in standard cubic meters that MET Speicher can provide for the Storage Customer for the withdrawal of working gas quantities previously injected in the regional distribution network (Reckrod) and the long-distance pipeline network (Etzel).

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<sup>1</sup> These Terms and Conditions for access to storage apply from 01 January 2013. MET Speicher reserves the right to change or supplement these. The content of the text is not to be understood as an assurance of qualities or as a declaration of commitment by MET Speicher. Neither the Storage Customer nor third parties can derive claims from the following content. Legal liability results exclusively on the basis of the bilaterally concluded Storage Contract.

### **Quality**

Quality of gas according to DVGW Worksheet G 260, 2nd Gas Family, in the respectively valid version.

### **Biogas**

is gas which matches the currently valid definition of the EnWG for biogas.

### **Injection Rate [Nm<sup>3</sup>/h]**

The maximum volume per hour in standard cubic meters that MET Speicher can provide for the Storage Customer at the MET Speicher storage facility for the injection of working gas quantities from the regional distribution network (Reckrod) and the long-distance pipeline network (Etzel).

### **Energy Costs [€]**

Costs incurred due to the necessary compression or other technical procedures to prepare the gas for injection or withdrawal.

### **Entry Point**

The place at which the gas to be transported enters the regional distribution network (Reckrod) or the long-distance pipeline network (Etzel).

### **Natural Gas**

a mixture of gaseous hydrocarbons, chiefly methane, occurring naturally in the earth, or obtained together with liquid hydrocarbons.

### **Gas Quantity**

The quantity of gas, that is free of water vapor and is at a temperature of zero degrees Celsius and an absolute pressure of 1.01325 bar and fills a space of one cubic meter (standard cubic meter – Nm<sup>3</sup>).

### **Regional Distribution Network**

Pipelines and facilities used to distribute and transport gas. The interface between the regional distribution network and the overground part of the storage facilities is the entry and exit point.

### **Exit Point**

The place at which the transported gas leaves the regional distribution network (Reckrod) or the long-distance pipeline network (Etzel).

### **Transmission System**

Pipeline systems that have border or market region crossing points, in particular, which ensure the connection between larger European pipelines to the German Transmission System, or networks that a) provide the connection for domestic production or from LNG systems to the German Transmission System, insofar as this does not concern an upstream pipeline network within the meaning of Sec. 3 No. 39 EnWG (German Energy Industry Act), or have booking points or zones at the border or market region crossing points, which can book capacities for transport capacities. In the case of the Etzel storage facility, NETRA and the BEP are considered as the Transmission System.

### **Remote Transmission Facility**

A facility consisting of a remote control center and transfer system, which facilitates the bi-directional exchange of data between the storage facilities, the regional distribution network (Reckrod) and the Transmission System (Etzel) as well as the MET Speicher control center.

### **Gas**

includes natural gas and bio gas.

### **Identity of the Gas**

At the storage exit point, the quantities provided are not identical to the gas quantities that are provided at the storage entry point; different gas quantities with an identical calorific value are made available.

### **Standard Volumes [Nm<sup>3</sup>]**

The volumes of gas at standard conditions, i.e. at the normal temperature of  $T_n=273.15$  K or  $t_n=0^\circ$  C and the normal pressure of  $p_n=101325$  Pa= $1.01325$  bar.

### **Measurement Data Acquisition**

Technical facilities that collect and save data transmitted by meters or volume correctors.

### **Reckrod Storage Facility**

Reckrod Storage Facility is MET Speicher's "Reckrod" gas storage facility, which is located at 36132 Eiterfeld, Ortsteil Wölf, Paul-Tosse Strasse 6-8, Floor 8, Plot 40/1 as well as Plot 43/1, Land Register, District Court Hünfeld.

### **Etzel Storage Facility**

Etzel storage facility is MET Speicher's "Etzel" gas storage facility, which is located in 26446 Friedeburg, Ortsteil Etzel (Floor 27, Plot 11/1, 15/6, 17/1, 17/3, 17/4, 18/3, 19/1, 22/2, 23/2, 24/1,

25/4, 25/6 and 26/3) and is part of a larger physical storage complex, which also includes third party storage facilities.

### **Storage**

Injecting a specific quantity of gas on the part of the Storage Customer into the storage facility operated by MET Speicher and the associated subsequent and thermally equivalent withdrawal of the quantity of gas previously stored in the storage facility on the part of the Storage Customer.

### **Storage Request**

A request regarding access to the storage facility operated by MET Speicher.

### **Storage Facilities**

All technical facilities of a storage facility including the underground storage cavities.

### **Storage Bundle**

A combination of working gas capacity as well as injection rate and withdrawal rate in a fixed ratio to each other, whereby this ratio can vary for different storage facilities or different products from the respective storage facility.

### **Storage Capacity**

All services required to store the gas. These include providing the working gas volumes, the injection rate and the withdrawal rate.

### **Storage Year**

A storage year is the period from 01 April, 6:00 am of one year to 01 April, 6:00 am of the following year.

### **Storage Month**

A storage month is the period from 6:00 am on the first day of a calendar month to 6:00 am on the first day of the following month.

### **Day**

Day means the gas day, i.e. the period between 6:00 am on one day and 6:00 am on the following day.

### **Hour**

An hour is one full hour.

### III. Requests

- (1) The storage requests are to be submitted using the dialogue provided on the storage website from MET Speicher ([www.MET-Speicher.de](http://www.MET-Speicher.de)).
- (2) Binding storage requests are accepted at the earliest eighteen (18) months and at the latest (24) working days before the beginning of the intended storage utilization.
- (3) MET Speicher shall respond to a complete request from the Storage Customer within an appropriate period, if possible within twelve (12) working days in accordance with public holidays in the State of Hessen.
- (4) MET Speicher requires minimum information to review a storage request. Therefore, a storage request should at least contain specific information on the following points:
  - (a) The name of the Storage Customer,
  - (b) Information on the Storage Customer and, if the request is submitted on behalf of a third party, information on the requester,
  - (c) The time period for access to the storage,
  - (d) Information on the desired storage capacity (Number of storage packages). Alternatively, the individual storage services can be stated in bundled form. In this case, the number of storage packages required is determined by MET Speicher.
  - (e) The type of capacity booking, i.e. a fixed or interruptible storage capacity booking.
  - (f) The temporal course of the injection and withdrawal,
  - (g) Gas qualities.
- (5) Insofar as a response contains an offer from MET Speicher, this shall be subject to a binding period at the discretion of MET Speicher. During this period the storage capacity stated in the offer shall be reserved for the Storage Customer.

Insofar as MET Speicher turns down the request for storage from the potential Storage Customer due to insufficient storage capacity, the Storage Customer shall be offered storage capacity on an interruptible basis according to availability and resources.

- (6) Fixed and interruptible storage capacity is allocated according to the chronological order of the incoming binding requests.

#### **IV. Injection and withdrawal**

- (1) Access to the Reckrod storage facility is granted via the terranets bw GmbH regional distribution network. Access to the Etzel storage facility is granted via the Norddeutsche Erdgas-Transversale (NETRA) and the Bunde-Etzel-Pipeline (BEP) Transmission System. The Storage Customer provides the gas to be stored at the exit point for the regional distribution network (Reckrod) or the Transmission System (Etzel) for injection and takes it back following successful withdrawal at the entry point in the regional distribution network (Reckrod) or Transmission System (Etzel).
- (2) MET Speicher is entitled to store the gas delivered for storage together with and unseparated from other gas quantities. The identity of the gas does not have to be preserved upon acceptance by the Storage Customer. The gas to be stored remains in the (joint) ownership of the Storage Customer.
- (3) On principle, gas can only be withdrawn after injection in the amount of the gas quantity found in the working gas volumes in the same amount.
- (4) In order to transport the gas from the entry point of the regional distribution network (Reckrod) or the Transmission System (Etzel) to the Reckrod or Etzel storage facilities and from the Reckrod or Etzel storage facilities to the exit point for the regional distribution network (Reckrod) or the Transmission System (Etzel), separate contracts must be concluded with the operator of the regional distribution network (Reckrod) or Transmission System (Etzel). The conclusion of these contracts is the responsibility of the Storage Customer and is not the object of the Storage Contract.

#### **V. Prerequisites for gas storage**

- (1) The Storage Customer is authorized to nominate, inject and withdraw gas quantities up to the amount of the agreed storage capacity.
- (2) The Storage Customer's right to use the contracted storage capacity is limited by the technical requirements and the minimum injection and withdrawal rates according to the following Section (3).
- (3) Due to the general technical conditions, in order to operate the storage facility, minimum injection and withdrawal rates according to Table I must be complied with.

Table I

Minimum injection rate	20,000	[Nm <sup>3</sup> /h]
Minimum withdrawal rate	15,000	[Nm <sup>3</sup> /h]

- (4) If the nomination falls below the minimum injection and withdrawal rate, MET Speicher is entitled to refuse to inject or withdraw the nominated gas quantities.
- (5) If the storage capacity nominated by the Storage Customer for injection or withdrawal is insufficient to fulfill the requirements of the minimum injection or withdrawal rate according to the above Section (3), MET Speicher shall still carry out the nominated injection or withdrawal, as long as the technically required minimum injection and withdrawal rate is met by the sum of all nominations, including those of other storage customers.
- (6) The hourly injection and withdrawal rates available in total to the Storage Customer depend on the working gas status in the storage facility and the admission pressure in the regional distribution network (Reckrod) or Transmission System (Etzel) at that time. If, due to technical conditions, only a reduced injection or withdrawal rate can be used for the storage facility, the storage capacity that can be used by the individual Storage Customers is reduced proportionally to the respective capacities they have booked.

## VI. Compatibility

- (1) The quality and calorific properties of the Storage Customer's gas to be stored must correspond to the qualities described in Annex 3 " gas qualities and regulations on the nomination, allocation and measurement of gas quantities" under Section (2). Only H-gas can be stored.
- (2) The Storage Customer is to provide the gas to be stored at the exit point from the regional distribution network (Reckrod) or the Transmission System (Etzel) at a pressure that facilitates the injection of the gas without any additional measures by MET Speicher.

In order to ensure this, the Storage Customer is obligated to deliver the gas at the pressures stated in Table II to the exit point for the regional distribution network (Reckrod) or the Transmission System (Etzel) to the respective storage facility or to collect it from the entry point to the regional distribution network (Reckrod) or the Transmission System (Etzel).

Table II		Reckrod	Etzel (BEP)	Etzel (NETRA)
Delivery for storage	minimum:	50.0 bar	51.0 bar	60.0 bar
	maximum:	62.8 bar	97.0 bar	82.5 bar
Collection after withdrawal	minimum:	50.0 bar	51.0 bar	60.0 bar

maximum: 62.8 bar 97.0 bar 82.5 bar

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The pressures stated in Table II refer to positive pressure.

## VII. Processing

Essentially, use of the storage is subject to the following minimum requirements:

- (1) In order to be able to provide and store the required quantities within the context of the reserved storage capacity, MET Speicher must receive a nomination to the exact hour for the Storage Customer's planned injection rate or withdrawal rate within the corresponding lead time in accordance with Annex 3 section 3.
- (2) In order to guarantee seamless utilization of the storage and to ensure problem-free invoicing/allocation of the storage capacity, the storage is equipped with measurement data acquisition and remote transfer facilities.

## VIII. Interruptible storage capacity

- (1) In addition to reserving fixed storage capacity within the storage facility, MET Speicher also offers storage capacity on an interruptible basis according to availability and resources, if at least 95% of the capacity of the respective MET Speicher storage facility is firmly booked.
- (2) If a Storage Customer avails of storage capacity on an interruptible basis and if this is interrupted, the Storage Customer is obligated to withdraw the corresponding working gas volumes immediately.
- (3) In the case of an interruption that is not due to maintenance, servicing, upgrading or expansion works in accordance with Section XI. or to force majeure, the Storage Customer shall be refunded or offset in the amount of 1.1 times the storage fee payable according to the Storage Contract and the enclosed price sheet for the period of the interruption in the next monthly invoice. The refund for the interrupted storage capacities comes to a maximum of 100 % of the fees applicable for the month. The portion of the fees attributable to system services shall not be refunded.

## IX. Exceeding the agreed storage capacity

- (1) If the Storage Customer avails of a storage capacity that exceeds the agreed storage capacity, it has to pay a contractual penalty. This contractual penalty per hourly quantity and per cubic meter of the working gas volume exceeded comes to two times the portion of the storage fee stated in the Storage Contract and the enclosed price sheet.
- (2) The Storage Customer is not entitled to be provided with or have storage capacity made available to it beyond the working gas volumes herein or to exceed the reserved maximum injection or withdrawal rate.

- (3) The Storage Customer is obligated to settle the working gas account balance with MET Speicher immediately.

#### **X. Distribution at reduced capacity**

- (1) If and insofar as the reserved storage capacity is only available at a reduced level, MET Speicher can distribute this proportionate to the respective capacities reserved by the Storage Customers, whereby interruptible capacities shall be reduced first. Fixed capacities shall then be reduced, if the interruptible capacities have been fully reduced.
- (2) Insofar as the Storage Customer has already contracted storage capacity at MET Speicher within the context of multiple Storage Contracts, it can demand that the contracted capacities are not reduced for certain contracts, insofar as these are balanced by corresponding proportionate capacity reductions for the Storage Customer's other Storage Contracts. For this purpose, a corresponding agreement is to be concluded with MET Speicher in advance of storage utilization by the Storage Customer.

#### **XI. Maintenance, repair and updating or expansion of the storage facility**

- (1) MET Speicher is responsible for the proper maintenance and operation of the storage facilities.
- (2) In the case of essential maintenance or repair works, MET Speicher is entitled to reduce the agreed storage capacity or to completely suspend the provision of storage capacity for a maximum of ten (10) working days per year.
- (3) MET Speicher shall inform the Storage Customers in advance of the maintenance and repair work, except in the case of imminent danger. Insofar as is possible and reasonable for MET Speicher, an appointment shall be agreed with the Storage Customers.
- (4) In the case of updating or expansion measures regarding the overground and underground facilities, interruptions in the provision of storage capacity for the period stated in section (2) may occur. The Storage Customer shall be informed of this with a lead time of five (5) months.
- (5) In addition to this, all planned maintenance, repair, updating and expansion works are published on the storage website under [www.met-speicher.de](http://www.met-speicher.de)
- (6) Insofar as maintenance, repair, updating and storage expansion measures reduce the storage capacity agreed with the Storage Customer for a period of more than fourteen (14) days per contract year, the Storage Customer shall be released proportionately from its payment obligation.

#### **XII. Payment Terms**

- (1) MET Speicher shall invoice the Storage Customer on a monthly basis proportionately to the storage fee agreed in the Storage Contract with regard to the respective booking period. As a rule, the

invoice shall occur on the twentieth (20th) banking day of the corresponding previous month at the latest. The Storage Customer is to ensure that the payment is credited to the bank account stated by MET Speicher at the latest by the third (3rd) banking day of the month to which the invoice refers.

- (2) Energy costs payments shall be charged on a monthly basis respectively, at the latest on the twentieth (20th) banking day of the corresponding following month, with the invoice according to the above section (1). The Storage Customer is to ensure that the payment is credited to the bank account stated by MET Speicher at the latest by the third (3rd) banking day of the month to which the invoice refers.
- (3) In the case of delayed invoicing by MET Speicher after the twentieth (20th) banking day, the payment period is extended for Storage Customer according to the number of banking days exceeded.
- (4) At the end of the storage year, MET Speicher prepares a final account of energy cost. If the energy costs charged to all Storage Customers exceed the actual energy costs incurred by MET Speicher, MET Speicher shall refund the excess amount to the Storage Customer in proportion to its share in the energy costs charged to all Storage Customers in the last storage year. If the actual energy costs incurred by MET Speicher exceed those charged to all Storage Customers, MET Speicher shall charge the excess amount to the Storage Customer in proportion to its share in the energy costs charged to all Storage Customers in the last storage year.
- (5) MET Speicher shall invoice the Storage Customer separately for contractual penalties incurred due to exceeded capacity.
- (6) The fees to be paid to MET Speicher are net sums. The respectively applicable VAT and other contributions and taxes, insofar as these are levied, must be indicated separately.
- (7) If a payment deadline is not complied with, the Contracting Party concerned is entitled (without further reminder) to demand interest on the arrears in accordance with the respectively valid legal regulations (currently Sec. 288 BGB (German Civil Code)). Claims due to default beyond this remain unaffected.
- (8) Objections from the Storage Customer regarding the mathematical accuracy of MET Speicher invoices are to be submitted in writing within fourteen (14) calendar days following receipt of the invoice. MET Speicher shall inform the Storage Customer of the beginning of the objection period in the invoices.

- (9) If the Storage Customer submits objections to invoices, the Contracting Parties shall endeavor to clarify these quickly. In such cases, the Storage Customer is still obligated to pay the sum stated in the invoice, unless there is an obvious error or the error is undisputed. Payment does not alter the burden of proof. A final invoice shall be issued based on the agreement between the Contracting Parties or a legally enforceable decision by the arbitral tribunal. Recognized or legally established claims to repayment or subsequent payment are subject to the current three-month EURIBOR interest and are included in the next invoice.
- (10) The place of performance for payments is the administrative headquarters of MET Speicher. Payments shall be deemed to be on time, if the corresponding amounts have been credited to the bank account stated by MET Speicher within the decisive period.

### **XIII. Offsetting, Right of Retention**

Offsetting the storage fees against counterclaims by the Storage Customer as well as the assertion of a right of retention are excluded on principle, unless the claims of the Storage Customer are undisputed between the Contracting Parties or have been legally established.

### **XIV. Credit Assessment Procedure, Security Deposits**

- (1) MET Speicher is entitled to carry out individual credit assessments of the Storage Customers at any time. In addition to assessing all publicly available information, such as business credit information, qualitative and quantitative analyses of annual reports shall also be carried out in the credit assessment procedure. The Storage Customer shall make the following documents available to MET Speicher for this purpose:
- (a) the audited financial statements for the last two completed fiscal years,
  - (b) a current commercial register excerpt (and list of shareholders if necessary) as well as
  - (c) further information of significance to the credit assessment at the request of MET Speicher.
- (2) Insofar as the Storage Customer is not obligated to prepare an audited financial Statement, equivalent documents must be submitted, which put MET Speicher in the position to conduct the

credit assessment, for example such as financial statements prepared by tax consultants or net income accounts in accordance with Sec. 4 (3) EStG (German Income Tax Act) and asset status.

- (3) If a credit assessment procedure according to section (1) does not adequately prove the Storage Customer's creditworthiness, or if no credit assessment procedure is carried out according to section (1), or if a credit assessment procedure according to section (1) has not yet been positively concluded and the agreed storage utilization is to begin within the next five (5) working days, the Storage Customer is obligated to immediately provide MET Speicher with an appropriate security deposit in accordance with section (6). The amount of the security deposit shall be determined by MET Speicher and shall correspond to the minimum value of the storage fee to be paid for a period of three (3) months according to the Storage Contract
- (4) In justifiable cases, depending on the outcome of the procedure according to section (1), MET Speicher shall agree with the Storage Customer that a lower or even no security deposit is to be provided. Insofar as the credit assessment procedure is only concluded after the security deposit has been provided, and if the assessment shows that the Storage Customer only has to provide a small security deposit or even none at all, MET Speicher is obligated to refund the security deposit accordingly.
- (5) If, after a credit assessment procedure has been carried out, a reduced security deposit is agreed or the provision of a security deposit is waived, the credit assessment procedure shall be repeated each calendar year and in justifiable cases, in particular in the case of deterioration of the financial circumstances of the Storage Customer, on the basis of current information.
- (6) During the term of contract, the security deposit can be provided as a payment to a bank account named by MET Speicher, or in the form of an unconditional, irrevocable and directly enforceable guarantee from a bank belonging to the German Savings Banks Association (DSGV - Deutscher Sparkassen und Giroverband) or the National Association of German Cooperative Banks (BVR - Bundes Verband der Deutschen Volksbanken und Raiffeisenbanken e.V.), or a third party, each with an external rating of at least A (Standard & Poor's) or A3 (Moody's). A guarantee or guarantee bond includes the obligation to pay upon first demand and waives the defense of failure to pursue remedies, contestability and offsetting (Sec. 770, 771 BGB (German Civil Code)), insofar as this does not concern undisputed or legally established claims. The guarantee or guarantee bond must be valid at least for the term of contract and the two months immediately following on from the term of contract.
- (7) Insofar as the security deposit is made by payment, interest shall be applied on the basis of the one month EURIBOR less 0.25 % p. a. on the corresponding sum from the date on which it is

credited (value date) to the bank account named by MET Speicher until the date of repayment (negative interest shall not be applied). An adjustment is always made on the first banking day of a calendar month. Interest is paid once by MET Speicher upon repayment of the security deposit.

- (8) MET Speicher is entitled to terminate the Storage Contract following a warning of termination with a notice period of a further fourteen (14) days with immediate effect, if
  - (a) the Storage Customer does not provide the corresponding and required security deposit according to sections (3) and (6) on time or with the required quality and structure, or
  - (b) the security deposit provided by the Storage Customer subsequently no longer meets the requirements according to section (6) and the Storage Customer does not provide a substitute deposit within an appropriate period.
- (9) The security deposit is to be provided for the full term of the Storage Contract until the contract has been fully executed or until the Storage Customer is released from all obligations by a legal successor, after which it is to be returned by MET Speicher to the Storage Customer.

## **XV. Liability**

- (1) The Contracting Parties are only liable to each other for damages caused intentionally or due to gross negligence on the part of the Contracting Party, a legal representative or auxiliary or vicarious agents. In the case of a breach of essential contractual obligations as well as damages arising from loss of life, bodily injury or damage to health, the Contracting Parties are also liable for minor negligence.
- (2) For damages suffered by the Storage Customer due to an interruption or other storage irregularity, the following regulations apply in deviation from sec. 1:
  - (a) MET Speicher is liable under the contract or law of torts in the case of death, bodily injury or damage to the health to the Storage Customer, unless the damage was not caused intentionally or due to gross negligence by MET Speicher, its legal representative or one of its auxiliary or vicarious agents, and in the case of damage to property or financial loss, unless the damage was not caused intentionally or due to gross negligence by MET Speicher, its legal representative or one of its auxiliary or vicarious agents.
  - (b) The liability of MET Speicher to Storage Customer for damages to property or financial loss is limited to the amount of EUR 1.0 million per incident of damage, though to a maximum

amount of EUR 7.5 million for all Storage customers. If several Storage Customer are affected by an incident of damage and the sum of the damages for the Storage Customers per incident of damage exceeds the amount of EUR 7.5 million, the claims for damages by the Storage Customers shall be reduced in proportion to the ratio of the sum of all claims for damages to the maximum limit of EUR 7.5 million.

- (3) Section (1) and section (2) apply for the personal liability of the legal representatives of the Contracting Parties as well as for the personal liability of their auxiliary and vicarious agents accordingly, insofar as this concerns their employees.
- (4) Claims for damages that are not attributable to grossly negligent acts on the part of the Contracting Parties or their auxiliary or vicarious agents expire within one year of the Contracting Party concerned becoming aware of the circumstances establishing the claim and the damages; they expire at the latest three (3) years after the damaging event has occurred.

## **XVI. Force Majeure**

- (1) If and insofar as a Contractual Partner is prevented from fulfilling its obligations or if it would be unreasonable for it to do so as a result of force majeure according to section (2) or legal or official measures or due to other circumstances for which it is not responsible, it shall be released from these obligations. The other Contractual Partner shall be released from its counter-obligations, if and insofar as a Contractual Partner is prevented from fulfilling its obligations or if it would be unreasonable for it to do so as a result of force majeure or legal or official measures or due to other circumstances for which it is not responsible. Such circumstances exist, inter alia, if facilities used by a Contracting Party for the execution of this contract are not available for use or are only available to a limited extent.
- (2) Force Majeure is an externally caused event that is not foreseeable and cannot be prevented or prevented on time through the application of reasonable care and technical and financial means. In particular, this includes disasters, terrorist attacks, strikes or lockouts, insofar as a as lockout is legal, or legal provisions or measures by the government or courts or authorities, regardless of their legality.
- (3) The Contracting Party affected by force majeure, legal or official measures or circumstances for which it is not responsible, is to inform the other Contracting Party of this immediately and of the force majeure and the foreseeable duration of the disruption. It shall endeavor to fulfill its obligations again as quickly as possible using all available technical options and reasonable financial means.

- (4) If and insofar as a Contracting Party uses third party facilities to fulfill its contractual obligations, an event concerning such third party facilities that would qualify as force majeure or an event for which the Contracting Party is not responsible under the above sections (1) and (2) shall also apply as force majeure or an event for which the Contracting Party is not responsible under this contract to the benefit of the Contracting Party.
- (5) The following cases do not constitute a case of Force Majeure:
- (a) Financial difficulties or the inability of a Contracting Party to generate profit or satisfactory interest on capital from the fulfillment or non-fulfillment of the Storage Contract or from the use of the storage services according to this Storage Contract or from the sale or storage of gas,
  - (b) Loss of customers, loss of market shares or decreasing demand for gas, or
  - (c) Inability to pay the fee determined in the Storage Contractor or contributions or currency fluctuations.

## **XVII. Insurance**

- (1) The Storage Customer is obligated to conclude and maintain the appropriate insurance policies, which cover its liability risk in relation to the storage of gas under this contractual relationship. As a rule, the insurance is deemed appropriate, if it covers damages not pertaining to unusual circumstances at regular premiums for the full term of this Storage Contract. For the scope of damage to be covered, the generally recognized general insurance conditions for liability insurance of the insurers authorized to transact insurance business by Bafin, the German Federal Financial Supervisory Authority apply.
- (2) MET Speicher can demand that insurance confirmations for these insurance policies be presented by the Storage Customer upon conclusion of the Storage Contract or at any time during the term of the Storage Contract. Every insurance confirmation must contain the following:
- (a) Information on the insurance company with the complete address,
  - (b) Statement of liability/environmental liability insurance along with the complete insurance policy number,
  - (c) Name and full postal address of the insurer,

- (d) Information on the type of insured damages and costs (personal injury and damage to property as well as insured financial losses),
  - (e) Statement of the existing cover sum
  - (f) Co-insured companies under the liability/environmental liability insurance,
  - (g) Statement of the existing sublimits,
  - (h) Information on deductibles,
  - (i) Statement of the exclusions,
  - (j) Start and end date of the policy and whether it shall be extended automatically and
  - (k) the geographic cover area.
- (3) MET Speicher is entitled to demand adequate evidence of insurance coverage from the Storage Customer at any time. The Storage Customer is to inform MET Speicher immediately and in writing of the cancellation of or amendments to the insurance cover. MET Speicher is entitled to immediately terminate the Storage Contract accordingly, if the storage Customer fails to meet its obligations under section (1) and section (2) or fails to meet these on time.

#### **XVIII. Provision of Information**

- (1) MET Speicher shall provide every Storage Customer respectively at the turn of the month with information on the current status of the storage capacity used.
- (2) A faster transmission of data is essentially possible. The number of values to be transmitted, the technical basis and the additional fees to be paid for this shall be regulated in a separate agreement upon conclusion of a Storage Contract.

#### **XIX. Confidentiality**

- (1) The Contracting Party undertakes to handle as confidential all operational or business information, procedures or data, such as information on the working gas account, made known to it either directly or indirectly within the context of this contract, its preparation or in relation to its execution. Confidential handling means that the information received from the other Contracting Party shall

not be disclosed to third parties without prior written permission from the Contractual Partner and that this information may not be used commercially for third parties. The Contractual Partner undertakes to use the received information exclusively for the purpose of executing this contract and not for competitive purposes. The Contractual Partner shall ensure that the persons assigned to fulfill its contractual obligations shall be obligated accordingly.

- (2) Any necessary forwarding of information to tax consultants or legal consultants as well as the forwarding of the required technical information to subcontractors is also permitted without the express written consent of the provider of the information. Prerequisite for this is that the forwarding of the information shall be limited to the extent required for the execution of this contract. It is also required that the third party receiving the information is professionally obligated to maintain confidentiality or has undertaken to handle the information confidentially.
- (3) The obligation to maintain confidentiality does not apply for information,
  - (a) that is already publicly available or shall be made public without breaching this confidentiality agreement,
  - (b) that is already known to the receiving party or companies affiliated with it at the time of transfer or made known by third parties without breaching this confidentiality obligation or
  - (c) that the respective receiving party or the companies associated with this party are obligated to disclose for legal reasons or due to an official decision. The receiving party shall inform the Contractual Partner of information provided in this context.
- (5) Non-confidential information shall be made available by MET Speicher immediately and simultaneously to all users on a non-discriminatory basis ([www.Gas-Union-Storage.de](http://www.Gas-Union-Storage.de)). The Storage Customer can request that MET Speicher does not disclose any information on the overall use of storage capacity, if such disclosure would damage the commercial interests of the Storage Customer.
- (6) The transfer of confidential information does not give the receiving party any rights to the confidential information and in particular no commercial property rights or copyrights. Receiving access to confidential information does not constitute the granting of usage rights.
- (7) At the request of the Party providing the information, confidential information including any copies must be returned or destroyed. These do not include documents that are subject to a legal retention period.

- (8) The obligation to maintain confidentiality remains in effect (beyond the provisions of the Storage Contract) for a period of sixty (60) calendar months.

## **XX. Changes to the Terms and Conditions**

- (1) MET Speicher is entitled to change these Terms and Conditions at any time. Subject to section 2, these changes apply for all contracts concluded from the time of the changed Terms and Conditions.
- (2) The Storage Customer is entitled but not obligated to accept these in their entirety for all of its existing contracts in a corresponding written declaration to MET Speicher within thirty (30) working days after the changed Terms and Conditions come into effect ("effective date"). In this declaration, the Storage Customer must state the point in time from which the changed Terms and Conditions are to apply for its contracts ("elective date"). The elective date must be the first day of a month and may not be later than three months after the date upon which the changed Terms and Conditions came into effect, though not before the effective date. From the elective date, the changed Terms and Conditions and annexes that are published by MET Speicher on the effective date apply for all of the Storage Customer's contracts.
- (3) In deviation from section 1 sentence 2 and section 2, MET Speicher is entitled to change the Terms and Conditions and annexes for all of the Storage Customer's existing contracts with immediate effect, insofar as a change is necessary in order to comply with applicable laws or legal ordinances and/or legally binding requirements of national or international courts and authorities, in particular determinations by the German Federal Network Agency and/or generally recognized technical rules. In this case, MET Speicher is to inform the Storage Customer of this immediately. If the change results in significant economic disadvantages for the Storage Customer in regard to its contract, the Storage Customer is entitled to terminate its contract to the end of the month followed by the effective date with a notice period of fifteen (15) working days. Damages are excluded in this regard.
- (4) In deviation from section 1 sentence 2 and section 2, MET Speicher is entitled to correct obvious misspellings and/or miscalculations in the Terms and Conditions.