

**Terms and Conditions for participating in Auction No.2/2019  
held by Erdgasspeicher Peissen GmbH  
via an Electronic Marketing Platform on 01.08.2019  
(hereinafter: “T&C Online Auctions“)**

**A. General provisions**

**Article 1: Preamble**

1. Erdgasspeicher Peissen GmbH (also referred to as Storage Service Provider) operates its Storage Facility named Katharina next to Peissen in the German Federal State of Saxony-Anhalt. Presumably until 2024 the Storage Service Provider will take additional underground caverns into operation. The Storage Capacities of these caverns as well as any other Storage Capacities that are not fully marketed yet shall be marketed from time to time by way of auctions based on the respectively published information - hereinafter: “Product Information” - (hereinafter: “Auction”) via an online platform of the Storage Service Provider or of any designated third party on behalf of the Storage Service Provider for publication of product offers, collection of corresponding bids in an auction and preparation of booking and conclusion of Storage Service Agreements (hereinafter: “Electronic Marketing Platform”). In relation to Auction No. 2/2019 the Storage Service Provider designates Prisma European Capacity Platform as Electronic Marketing Platform (hereinafter: “PRISMA”).
2. Potential Storage Customers that are interested in the participation in Auctions shall be registered as Authorized Storage Customer pursuant to Article 2. T&C Online Auctions with the Storage Service Provider and at the respective Electronic Marketing Platform. The participation in Auctions depends on the acceptance of these T&C Online Auctions and the general terms and conditions of the provider of the Electronic Marketing Platform (as displayed on its respective Website), in this case: PRISMA.
3. In case of a successful bid within an Auction in line with the T&C Online Auctions a Storage Service Agreement version 9.0 including its Annexes 1-3 shall be concluded subject to the written acceptance of the bid of the Storage Service Provider in accordance with Article 3, para. 4 and 5. The Annexes 1-3 are the following:
  - General Terms and Conditions for Storage Access (Annex 1)
  - Operating Agreement (Annex 2)
  - Storage Specification (Annex 3)



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in their respectively valid versions as published on the website of the Storage Service Provider: [www.ugs-katharina.de](http://www.ugs-katharina.de).

The terms and conditions of such Storage Service Agreements including its Annexes are not the subject matter of the T&Cs Online Auctions. Furthermore the acceptance of and compliance with these T&Cs Online Auctions shall not grant any right for an Authorized Storage Customers to conclude a Storage Service Agreement with the Storage Service Provider.

## **Article 2: Registration**

1. A potential Storage Customer that is interested in participating in an Auction and is not already Storage Customer of the Storage Service Provider needs to get registered latest until 5pm CET/CEST of the day preceding the Auction and therefore (i) has to submit accurately and completely the registration data required by the Storage Service Provider in line with the registration form, see attached as Appendix 1 (hereinafter: “Registration Form”) and the notice of responsibility of the potential Storage Customer, see attached as Appendix 2 (hereinafter: “Notice of Responsibility Customer”), (ii) has to comply with the minimum requirements pursuant to Article 6 of the Storage Service Provider’s General Terms and Conditions of Access (iii) has to accept and comply with the General Terms and Conditions of the provider of the Electronic Marketing Platform and (iv) has to deliver the following documents to the Storage Service Provider’s address:

**Erdgasspeicher Peissen GmbH**  
**Storage Capacity Marketing**  
**Magdeburger Straße 23**  
**06112 Halle (Saale)**  
(in advance, via email)  
[\*\*marketing@ugs-katharina.de\*\*](mailto:marketing@ugs-katharina.de)

- an extract from the commercial register (not older than 1 month) and
- a copy of the annual financial statement of the previous year
- a list of shareholders
- the accurately and completely filled in Registration Form and “Notice of Responsibility Customer” which lists the competent contact persons and their respective contact details required for the participation in the respective Auction including the potentially related conclusion of the Storage Service Agreement and furnishes proof that the particular contact person shall be authorized to conclude the Storage Service Agreement upon submission of a corresponding permit by a duly authorized representative of the particular Storage Customer.



On a voluntary basis within this Auction and without prejudice for future proceedings, any potential Storage customer in relation to the compliance with the minimum requirements pursuant to Article 6 of the Storage Service Provider's General Terms and Conditions of Access shall only be obliged to observe Articles 6.1.1. and 6.1.2. for Registration, whereas Articles 6.1.3., 6.1.4. and 6.1.5. will not have to be proven within the context of this Auction. Please be aware that the registration process takes at least two working days in particular taking into account the required checks by the Storage Service Provider and the necessary registration with the Electronic Marketing Platform.

2. The Registration is completed and a potential Storage Customer that fulfills the above-described requirements shall be regarded as "Authorized Storage Customer" if all registration requirements having been met and the Storage Service Provider confirmed the completed registration by e-mail latest until 5pm CET/CEST of the day preceding the auction to the authorized contact person of the potential Storage Customer. This confirmation should include the respective access data for participation in the respective Auction on the Electronic Marketing Platform.
3. The Storage Service Provider may not refuse the registration as Authorized Storage Customer of a potential Storage Customer without good cause. Good cause shall be expected in particular if important technical, financial or security-related concerns exist and/ or in case the requirements are not met.

### **Article 3: Auction Process**

1. All applicable documents for the Auction will be published on the Storage Service Provider's website and on the website of the Electronic Marketing Platform tentatively latest 10 calendar days before the Auction takes place.
2. Authorized Storage Customers may submit their binding offers on the Electronic Marketing Platform within the call period as outlined on the Electronic Marketing Platform. Erdgasspeicher Peissen GmbH may decide to set a Minimum Bid Price that shall be displayed on the Electronic Marketing Platform and in the Product Information; Article 4 para.1. of the T&C Online Auctions shall continue to apply. Additional requirements by the Electronic Marketing Platform must be met at the Authorized Storage Customer's discretion, but shall be observed to be able to properly take part in the Auction.
3. By submitting a binding offer via the Electronic Marketing Platform the potential Storage Customer, limited to the product the offer is made for, bindingly declares to be willing to conclude a Storage Services Agreement including Annex 1-3 and this T&C Online Auctions.



4. A Storage Services Agreement is concluded when the Storage Service Provider accepts the Authorized Storage Customer's binding offer in writing.
5. By latest three hours after the end of the bidding period on the respective auctioning day, the Storage Service Provider will inform the Authorized Storage Customers in writing if their offers have been accepted. The Storage Services Agreement shall be valid and applicable upon the participant's receipt of the aforementioned declaration of the Storage Service Provider to accept its offer. In case the Authorized Storage Customer does not receive such declaration until the point in time stated in sentence 1, the Authorized Storage Customer shall no longer be bound to its offer.
6. Upon acceptance of an offer the Storage Service Provider will send the respective, signed Storage Services Agreement including Annexes 1-3 in duplicate to the Authorized Storage Customer.

The Authorized Storage Customer shall be obliged to countersign and send back one of these Storage Services Agreements including Annexes 1-3 to the Storage Service Provider for clarifying documentation purposes. The counter-signing of the Storage Services Agreement in writing is not a condition precedent for the validity of the Storage Services Agreements including Annexes 1-3 according to paras. 4 and 5 of this Article 3.

#### **Article 4: Capacity Allocation**

1. In case the Storage Service Provider does not set a Minimum Bid Price in accordance with Article 3, para. 2. of the T&C Online Auction the Storage Service Provider is entitled to not accept offers by Authorized Storage Customers, if such offers do not meet certain economic criteria laid down by the Storage Service Provider. The Storage Service provider is not obliged to publish any economic criteria also in relation to the determination of the Minimum Bid Price but may apply such criteria to all Authorized Storage Customers in a non-discriminatory manner.
2. All accepted offers will be evaluated by the Storage Service Provider which allocates its Storage Capacities without discrimination in correspondence to the offers. The highest offers will be allocated preferentially. The amount of allocated bundled/unbundled capacity depends on the availability of such capacity.
3. All offers meeting the economic criteria of the Storage Service Provider will be allocated and respectively accepted in a non-discriminatory manner. The Storage Service Provider will allocate the requested bundled and/or unbundled Storage Capacity to the available bundled and/or unbundled Storage Capacity. The Fixed Storage Fee for the allocated bundled and/or



unbundled Storage capacity depends on the binding offer of the Authorized Storage Customer per bundle/unbundled capacity and will be multiplied with the allocated bundles/unbundled capacity. In case the requests by Authorized Storage Customers exceed the available bundled/unbundled capacity the offer representing the highest Storage Services Fee per bundle or unbundled Storage Capacity will be preferentially allocated.

4. An offer meeting the economic criteria of EPG can also be partially accepted by EPG in case it cannot be accepted in its entirety due to insufficient availability of bundles or unbundled Storage Capacity.
5. In case of two or more offers meeting the economic criteria of EPG and that cannot be accepted in its entirety and represent the same Fixed Storage Fee the available bundles or unbundled Storage Capacity will be allocated pro rata on the basis of the upper allocation threshold of the respective bids. Thereby the allocated number of bundles might be rounded down to an integer, if necessary.

## **B. Final provisions**

### **Article 5: Legal Remarks**

1. EPG shall not be liable for the breakdown, unavailability, malfunctioning and/or any technical or other problems of the Electronic Marketing Platform that hinder the Auction prior to, during and / or after the Auction.
2. All Authorized Storage Customers are obliged to treat all information confidentially they have received during the Auction.
3. These terms and conditions including enclosures shall be subject to and construed in accordance with German Law.
4. Should any individual provision or any part of any provision of these terms and conditions be or become void or unenforceable the validity of the remaining provisions shall in no way be affected. In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as closely as possible to the sense and spirit and purpose of these Terms and Conditions. This shall apply correspondingly to any regulatory gaps.



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Appendix 1

## **Registration Form**

### Storage Prospect

Company:\* \_\_\_\_\_  
Address:\* \_\_\_\_\_  
Post code/City:\* \_\_\_\_\_  
Website:\* \_\_\_\_\_

### Authorised Contact Person

First Name:\* \_\_\_\_\_  
Last Name:\* \_\_\_\_\_  
Telephone:\* \_\_\_\_\_  
Fax:\* \_\_\_\_\_  
E-mail:\* \_\_\_\_\_

### Business Sector:

- |  |   |
|--|---|
| <input type="checkbox"/> Natural Gas Broker        | <input type="checkbox"/> Long Distance Pipeline |
| <input type="checkbox"/> Regional Supplier         | <input type="checkbox"/> Local Supplier         |
| <input type="checkbox"/> Spec. Purpose Association | <input type="checkbox"/> International Supplier |

The Storage Prospect is obligated to provide to the Storage Services Provider the information completely and truthfully. Fields designated by a (\*) asterisk are mandatory fields and shall be completed by the Storage Prospect in any case.

The Storage Prospect further acknowledges the Standard Storage Services Agreement including Annex 1-3, each in their most current version to be available on the website of EPG at <http://www.ugs-katharina.de>.

By affixing its duly authorised signature under this Registration Form the company to be registered declares that the Authorised Contact Person (s) as determined above is (are) authorised and fully empowered to make binding offers directly to EPG or via an Electronic Marketing Platform.

\_\_\_\_\_  
Authorised Representative of the  
Storage Prospect  
First Name, Last Name

\_\_\_\_\_  
Authorised Contact Person  
First Name, Last Name,

Registration Form

Version 3.0 – 17/07/2019



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# Notice of Responsibility

## Contact data of the Storage Customer

Address:

Company Name: .....

Street/No.: .....

Postal Code/City: .....

Country: .....

Contract Management:

Name	Phone	Fax	e-mail

Operations:

24/7 contact	Phone	Fax	e-mail

Name/(s) of authorised signatory /-ies / Signature (s) / date:

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