

General Terms and Conditions

of

OMV Gas Storage GmbH ("OGSA")
Trabrennstrasse 6-8, 1020 Vienna, Austria

for

Storage Services
("Storage-GTC")

From 1 January 2020

Table of contents

1.	Definitions.....	3
2.	Allocation of capacities and conclusion of contract.....	6
3.	Storage services	7
4.	Operation of storage.....	8
5.	Interruption/limitation of storage services	10
6.	Exceeding of contractual Injection- or Withdrawal Rates.....	12
7.	Unwithdrawn working gas quantities	13
8.	Measures to prevent capacity hoarding.....	13
9.	Consideration for storage services.....	14
10.	Transmission Services	16
11.	Payment.....	20
12.	Security	22
13.	Duty to inform.....	26
14.	Confidential information, Data protection.....	28
15.	Force Majeure	29
16.	Liability for Storage Services	31
17.	Liability for Transmission Services	32
18.	Dispatching Service Provider	32
19.	Assignment of Capacities / Single legal succession.....	33
20.	Subletting of capacities.....	35
21.	Applicable Law; Dispute Resolution.....	36
22.	General terms and conditions	36
23.	Severability	38
24.	Term, renewal, termination	38
25.	Form, language.....	39

Annex A – Operating Agreement

The table of contents and the headlines are for reference only.

Preamble

The present General Terms and Conditions constitute the legal framework for all Storage Contracts concluded with OMV Gas Storage GmbH ("OGSA") providing gas storage services and the organisation of the transport from/to the OMV-Storage Pool. In addition to the present Storage-GTC the provisions of the Natural Gas Act 2011 (BGBl. 107/2011) and its associated regulations as well as the Gas Market Code shall apply in its relevant version.

1. Definitions

The definitions of § 7 Natural Gas Act 2011, and secondary legislation under this act, and the Gas Market Code, Chapter 1 in its relevant version shall apply.

If not otherwise provided or given by the context, definitions used in singular shall also be valid for plural.

The following terms and abbreviations used in these General Terms and Conditions and in the Storage Contract shall have the following meanings:

"Bundled / Unbundled Storage Capacity"

Storage capacity in the form of a storage bundle in the case of Bundled Storage Capacity or any of Working Gas Volume, Injection Rate and Withdrawal Rate that does not account for a specific proportion of a bundle in the case of Unbundled Storage Capacity.

"Calendar Month":

A period of time starting at 00:00 hours Austrian time on the first day of a month and ending at 24:00 hours Austrian time of the last day of such month.

"Customer":

Gas companies, which have concluded a Storage Contract with OGSA.

"Dispatching Service Provider:"

Gas Connect Austria GmbH acts as Dispatching Service Provider and provides all dispatching services on behalf of OGSA.

“EUR”:

Euro, the legal tender of Austria.

“Firm Storage Capacity”:

Unrestricted access to the contracted storage services (Injection Rate / Withdrawal Rate / Working Gas Volume) reserved throughout the entire Service Period excepting the regulations stipulated within this Storage-GTC.

“Gas Day”:

The period of time from 06:00 hours on one Day until 06:00 hours on the following Day.

“Holder of Storage Usage Rights”:

Gas Company, which has received storage capacities from a Customer of OGSA for use (subletting).

“Injection”:

A service provided by OGSA: Gas provided by Customer at the delivery point is injected into the OMV-Storage Pool.

“Injection Rate”:

The maximum volume of gas that can be injected into the storage facility by Customer per hour, expressed in Megawatt-hours per hour (MWh/h).

“Interruptible Storage Capacity”:

The contracted storage services (Injection Rate / Withdrawal Rate / Working Gas Volume) can be restricted completely or partly at any time.

“kilowatt-hour” or “kWh” / “Megawatt-hour” or “MWh” / “Gigawatt-hour” or “GWh”

One kilowatt-hour shall mean after conversion 3.6 (three-point-six) Megajoules. 1 Megajoule after conversion being one million Joules according to the derived SI Unit of Quantity of Heat.

“Month”:

A period of time starting at 06:00 hours Austrian time on the day d of month m and ending at 06:00 hours Austrian time of the day d of month m+1.

“Online Capacity Booking (OCB®)“:

Online-tool of OGSA to handle requests concerning gas storage services. OCB® offers a tariff calculator and the possibility to check available capacities online. The link can be found at <https://www.omv-gas-storage.com/en>.

“OMV-Storage Pool“:

The entity of all underground storage facilities used by OGSA in Austria.

“Operating Agreement“:

The regulation on the technical storage operation contained in Annex A. It stipulates inter alia the procedures for the injection and withdrawal of gas.

“Service Period“:

The period of time for which the agreed services shall be available.

“Storage Contract“:

The contract concluded by OGSA and Customer, setting out the Storage Service Period and the contracted Storage Services Injection Rate, Withdrawal Rate and Working Gas Volume. A Storage Contract is solely concluded on Basis of the General Terms and Conditions of OGSA and can be entered into electronically or in writing.

“Storage Year“:

The period of time starting on 1 April 06:00 hours of a calendar year and ending on 1 April 06:00 hours of the following calendar year.

“Transmission Capacity“:

Capacity in the Distribution Network connected to the storage facilities which is booked by OGSA according to § 73 (5) Natural Gas Act 2011 in connection with § 16 Gas Market Model Ordinance 2012. The relevant fee is paid by OGSA and charged to its Customers.

“Withdrawal“:

A service provided by OGSA: Gas stored by Customer is withdrawn from the storage facility and delivered to Customer at the delivery point.

“Withdrawal Rate”:

The maximum volume of gas that can be withdrawn from the storage facility by Customer per hour, expressed in Megawatt-hours per hour (MWh/h).

“Working Day”:

Every Day except Saturdays, Sundays and legal Austrian holidays as well as December 24 and December 31.

“Working Gas”:

The total amount of gas (co)owned by the Customer (in GWh) that is injected by the Customer and any gas assigned to the Customer by other Customers less the total amount withdrawn by the Customer and/or assigned to other Customers.

“Working Gas Volume”:

The contractually agreed volume of gas, expressed in Gigawatt-hours (GWh), that can be injected into the OMV-Storage Pool and withdrawn by Customer.

“Year”:

365 (respectively 366 for leap years) consecutive days beginning on any Day d.

Units of measure are not further defined herein; ISO 80000 shall apply.

2. Allocation of capacities and conclusion of contract

2.1. As a basic principle, OGSA allocates storage capacities by non-discriminatory and transparent Capacity Allocation Mechanisms. The relevant information is published in a timely manner at <https://www.omv-gas-storage.com/en>.

2.2. Additionally every interested party can submit inquiries for storage services in written form or via OCB®. In case of several inquiries for a certain Service Period, the available storage capacity will be allocated according to the date of receipt of the sufficiently detailed inquiry (first come – first served).

- 2.3. After receipt of a sufficiently detailed inquiry (in particularly service, quantity and Storage Service Period), OGSA will check if the requested capacities are available and perform a credit assessment of the interested party. After positive finalization of both checks, a binding offer is sent to the interested party within 3 (three) Working Days after receipt of the inquiry. If the Storage Service cannot be rendered by OGSA a negative reply will be sent within the same period of time.
- 2.4. The written offer for the conclusion of the Storage Contract is valid until the last day of the period of commitment – as stated in the accompanying letter or e-mail – and it shall be deemed accepted if OGSA receives by e-mail or in original the Storage Contract, duly signed, not later than the last day of the period of commitment.
- 2.5. OGSA reserves its right to conclude a Storage Contract only where the time between the conclusion of the contract and the start of the Service Period is no longer than the Service Period.
- 2.6. OGSA reserves the right to offer Unbundled Storage Capacity only in proportion to Bundled Storage Capacity in order to ensure optimal operation of the storage facilities.
- 2.7. In the case of refused access, the interested party shall be entitled to contact the Austrian Regulatory Authority according to § 97 (4) Natural Gas Act 2011.

3. Storage services

- 3.1. OGSA offers according to its product portfolio the Injection and Withdrawal as well as storage of Gas in form of bundled and unbundled services on firm and interruptible basis. Additionally OGSA offers Extra Services (e.g. Transfer of Gas in Storage, Assignment of storage capacities etc.). Further details are available at <https://www.omv-gas-storage.com/en>.

- 3.2. The contracted storage service is described in detail in the contract concluded with Customer.
- 3.3. OGSA undertakes to provide the specific storage service contracted by Customer respectively Holder of Usage Rights. Customer is aware that not a specific storage facility will be used for the service but the OMV-Storage Pool.

4. Operation of storage

4.1. Injection and withdrawal of quantities

Customer cannot withdraw more gas than injected by Customer and/or transferred from other Customers within the scope of its Storage Contracts.

4.2. Storage volume

OGSA may ensure the useable storage volume on a long-term basis only, if – in the case of a contract with a Service Period of more than 1 (one) year – the Customer injects the totally contracted Working Gas Volume at least every second year. Otherwise, OGSA shall be entitled to reduce the contracted Working Gas Volume of such Customer who does not comply with the provisions written above. In that case, the payment obligations of such Customer remain in force to the full extent.

4.3. Reduced Injection and Withdrawal Rate

OGSA guarantees firm Injection Rates up to a total storage level of 90% of the Design Capacity. If more than 90% of the Design Capacity is stored, the firm Injection Rate may be reduced, if technically required pro-rata as follows:

Total storage level in %	Reduction of the max. technically possible Injection Rate by
91	1%
92	2%
93	3%

94	4%
95	5%
96	6%
97	7%
98	8%
99	9%
100	10%

OGSA guarantees firm Withdrawal Rates up to a filling level of 50% of the Design Capacity. In case of a total storage level below 50% of the Design Capacity, the firm Withdrawal Rate may be reduced, if technically required according to the following table pro-rata:

Total Storage Level in %		Reduction of the max. technically possible Withdrawal Rate by
from	to	
100	50	-
50	35	7%
35	25	13%
25	15	18%
15	0	23%

The storage curves are available at <https://www.omv-gas-storage.com/en>.

4.4. Delivery- /Take over point

The virtual entry/exit point (delivery-/take over point) is the total of the physical entry/exit points of OGSA to/from OMV-Storage Pool.

4.5. Quality

- 4.5.1. In case of injection of Gas into the Distribution System for the purpose of Injection into the OMV-Storage Pool, system user shall be obliged to inject solely gas, which complies with the specifications of the relevant Distribution System Operator.
- 4.5.2. In case of Withdrawal from the OMV-Storage Pool into the downstream Distribution System OGSA shall be obliged to deliver solely Gas that meets the specifications of the relevant Distribution System Operator.

4.6. Metering of Gas flow

The injected or withdrawn gas quantities at the delivery-/take over point are metered using calibrated meters.

4.7. Title to the Gas

The Injection and Withdrawal services offered by OGSA in accordance with the present Storage-GTC do not affect the title to the gas.

Customer, however, explicitly authorizes OGSA to mix its Gas with the Gas of other Customers or with OGSA's own Gas. OGSA shall be further authorized to deliver to each Customer the respective quantity of Gas without obtaining the approval from other Customers (§ 419 of the Austrian Commercial Code).

5. **Interruption/limitation of storage services**

5.1. Information obligation according to REMIT

According to the rules of the regulation No 1227/2011 (REMIT) of the European Parliament and of the council on wholesale energy market integrity and transparency, OGSA will inform Customers about planned interruptions of storage service in time. Unplanned interruptions will be communicated as soon as possible.

5.2. Interruptible storage capacity

Interruptible storage capacities can be interrupted by OGSA at any time without giving reasons. In case of interruptions, the payment obligations of the Customer will not be affected.

5.3. Firm storage capacity

- 5.3.1. OGSA may interrupt or limit firm storage services due to a court order or instruction or any other legal act by another authority. Customer's payment obligation shall be reduced on a pro-rata basis for the duration of such interruption/limitation provided that a respective nomination of Customer exists. If required by authority and/or for

technical safety, OGSA shall be entitled to impose a given mode of operation on the Customer. Any claim for compensation will be excluded mutually as far as the limitation or interruption has not been caused by OGSA by wilful misconduct or gross negligence.

- 5.3.2 OGSA shall be entitled to reduce firm Injection and Withdrawal Rates for reasons of planned maintenance, repair and connecting works or inspections by the Technical Control Association ("TÜV") at the Storage Facility.

OGSA undertakes to choose periods of time in such a manner that a minimum of inconveniences affect the Customer. OGSA will limit planned maintenance work to a total of 15 (fifteen) Days per calendar year.

Customer's payment obligations for services on firm and interruptible basis (including transmission fee) shall continue to exist throughout the duration of 15 (fifteen) Days of planned maintenance, repair and connecting work or inspections.

- 5.3.3. If firm storage capacities are not fully available because of unplanned maintenance, repair and connecting work or for other reasons the following shall apply:

- 5.3.3.1. In case firm Storage Capacities have been purchased as Unbundled Service Injection Rate, Withdrawal Rate or Working Gas Volume, Customer's payment obligation shall be reduced on a pro-rata basis for the duration of such limitation provided that a respective nomination of Customer exists or the Working Gas Volume cannot be used.

- 5.3.3.2. In case Firm storage capacities have been purchased as Bundled Services the total tariff is composed as follows:

Injection Rate:	35 %
Withdrawal Rate:	35 %
<u>Working Gas Volume:</u>	<u>30 %</u>
Total tariff	100%

In the event of the reduction of one or more of the Firm partial storage services, the percentage of the non-available Firm capacity shall be multiplied by the above mentioned factor and the total payment obligation shall be reduced on a pro-rata basis for the duration of such limitation provided a respective nomination of Customer exists or the Working Gas Volume cannot be used.

- 5.3.4. In case of multiple firm Storage Contracts with Customer, the Storage Contracts will be refunded according to their reversed seniority.
- 5.4. OGSA may interrupt or limit the provision of services in case Customer is in substantial violation (e.g. non-payment of storage fee) of the stipulations of the present Storage-GTC and the Storage Contract until the Customer complies with its duties in their entirety. In this case, the payment obligation of Customer shall remain valid.
- 5.5. The provisions of Article 5 are only valid for interruptions/limitations of the OMV-Storage pool. In case of interruptions/limitations of the up/downstream Distribution System the provisions of Article 10.5 shall apply and shall have no impact on the payment obligation of Customer for storage services.

6. Exceeding of contractual Injection- or Withdrawal Rates

- 6.1. In case the nomination exceeds the contractually agreed Injection- or Withdrawal Rate of Customer, Gas Connect Austria GmbH will inform Customer accordingly.

If Customer subsequently does not submit an adapted nomination with the contractually agreed capacity, OGSA shall, if technically possible, render the nominated Injection or Withdrawal Rate. In this case, the difference between the maximum hourly Injection or Withdrawal Rate made available and the maximum contracted hourly quantity will be additionally invoiced. The 1-day-tariff for interruptible Injection or

Withdrawal Rate published on <https://www.omv-gas-storage.com/en> applies.

- 6.2. If the limit of the contractual Injection rate has been exceeded, the additional transmission fees are borne by Customer.

7. Unwithdrawn Working Gas Quantities

- 7.1. Customer has to withdraw the stored quantities of gas in time to guarantee that the stored quantity is zero (0) at the end of the Service Period.
- 7.2. If the Customer concludes prior to or at the end of the Storage Contract a further Storage Contract with a subsequent term or acquires the respective Working Gas Volume on the secondary market according to Article 19 and/or Article 20, working gas quantities remaining in storage after expiry of the Storage Contract, if any, will be considered as working gas quantities stored by Customer under the new Storage Contract.
- 7.3. If the Customer has, after written request, neither withdrawn his Gas or assigned the ownership of Gas nor concluded a subsequent Storage Contract, Customer explicitly agrees that OGSA is entitled without further approval to withdraw and sell the Gas. OGSA will transfer 50 % of the revenues, to Customer.
- 7.4. In case Customer should not be able to withdraw the entire Gas within the contractually agreed Service Period due to an incidence that can be dedicated to OGSA, Customer shall be entitled to withdraw the Gas within a mutually agreed period of time free of charge. The reduction of interruptible storage capacities does not entitle the Customer to prolong the Service Period free of charge.

8. Measures to prevent capacity hoarding

- 8.1 In order to guarantee the optimal utilization of storage capacities in the OMV-Storage Pool and to prevent and/or remedy capacity hoarding, OGSA offers unused capacities to third parties on a short-term basis.
- 8.2 The original holder of the Storage Capacities keeps all rights and obligations arising from the respective Storage Contract. Therefore, the application of this Article has no impact on the capacity rights of the original holder of the Storage Capacities.
- 8.3. The transfer of unused capacities committed to a third party does not release the original holder of the Firm Storage Capacities from its paying obligations to OGSA.

9. Consideration for storage services

9.1. Storage Fee

All tariffs and amounts are quoted in EUR exclusive of transportation to and from the OMV-storage pool and exclusive of VAT.

Energy Costs are included in the tariffs.

9.2. Consideration

The consideration payable by Customer to OGSA depends on the agreed storage service and is stipulated in the Storage Contract.

9.3. Tariff calculation in case of remaining days

For any Storage Contract the Service Period of which is more than one month and does not correspond to whole months (i.e. Service Period in months and days or years and months and days), the tariff for the remaining days will be calculated on the basis of the applicable monthly tariff as follows:

$$\frac{\text{tariff for full months(years)}}{30 (12)} * \text{number of days(months)}$$

9.4. Average consideration

For any Storage Contract the Service Period of which includes remaining days according to Article 9.3. or for any Storage Contract where the monthly consideration varies due to the storage services agreed, an average monthly consideration will be calculated and invoiced as follows:

$$\frac{\text{total consideration until 1.04. of year } n}{\text{number of whole months until 1.04. of year } n}$$

The settlement of Storage Contracts with frequent changes of the committed capacity is subject to individual negotiation.

9.5. Tariff escalation

For all Storage Contracts, tariffs shall be adjusted in line with the formula below on April 1 of each year and shall thereafter apply for the following 12 (twelve) months.

Tariffs	Value adjustment formula
Unit tariff (EP) ¹	$EP_n = EP_0 * (0.65 + 0.30 * \frac{K_n}{K_0} + 0.05 * \frac{P_n}{P_0})$
Rate tariff (LP) ²	$LP_n = LP_0 * (0.65 + 0.30 * \frac{K_n}{K_0} + 0.05 * \frac{P_n}{P_0})$
Volume tariff (VP) ³	$VP_n = VP_0 * (0.70 + 0.30 * \frac{K_n}{K_0})$

¹ for all Classic products

² for the products Injection Rate or Withdrawal Rate

³ for the product Working Gas Volume

where

K_n = arithmetic mean of all monthly collective agreement wages for all wage groups according to § 10 of the collective agreement for employees in the oil producing industries in Austria at the time the new price is fixed, commercially rounded to the fourth digit behind the decimal point.

K_0 = the above value as at February 1 immediately preceding the date of the latest tariff escalation.

P_n = the reference price is the average marginal price for each month of one unit of gas as can be calculated from the data sheet for foreign trade (month of reporting) of "Statistik Austria, Bundesanstalt Statistik Österreich", under KN code No. 2711 21 00, and the denomination "Natural Gas in Gaseous State", in the line "Import", item "Teraj", and "1000 EUR" for the month at issue.

The reference price is calculated in EUR 1,000/TJ and commercially rounded to the third digit after the decimal point. As for value adjustment to be effected on April 1, the last valid preliminary reference price shall apply.

P_0 = the above December-value as immediately preceding the date of the latest tariff escalation.

Should one of the elements of escalation change or cease to be published it shall be replaced by a similar index or other standard for value adjustment that, in economic terms, is as close as possible to the original index.

The unit tariff or volume tariff calculated based on the formula for escalation shall be commercially rounded to whole figures. The rate tariff calculated based on the formula for escalation shall be commercially rounded to the second digit after the decimal point.

10. Transmission Services

10.1. General provisions

Under the provisions of the Natural Gas Act 2011 and associated regulations and the provisions of the market rules OGSA is obliged to

book the maximum transmission capacity necessary for Injection and Withdrawal to/from OMV-Storage Pool at the adjacent Distribution System Operator once a year for the following Calendar Year.

The Gas transmission, the quality and availability of the transmission capacity at the entry/exit points remains in the sole responsibility of the Distribution System Operator and is handled according to the specifications and requirements of the Distribution System Operator and/or Distribution Area Manager and/or Market Area Manager. In addition to the present Storage-GTC, the parts of the relevant General Terms and Conditions of the Distribution Area Manager and the adjacent Distribution System Operator (particularly the regulations regarding planned and unplanned Interruptions, suspension of contractual obligations, Liability, Indemnification and hold harmless-stipulations) related to the transmission capacity as described in this Article 10 are understood as agreed between the contract parties.

The storage service is not related to the transmission service.

10.2. Obligations of OGSA related to transmission

10.2.1. Forwarding of nominations

Customer submits nominations corresponding to the quantities that shall be injected to/withdrawn from the storage.

OGSA forwards the received nomination stating the Balance Group, which has been announced to OGSA by Customer to the Distribution Area Manager on behalf of the Customer. Confirmations received from Distribution Area Manager will be forwarded to Customer.

10.2.2. Booking and allocation of transmission capacity for/to Customer

At the date specified by the Distribution System Operator ("Booking Deadline"), OGSA books transmission capacities at the entry/exit points to the OMV-Storage Pool corresponding to the concluded Storage Contracts.

OGSA shall purchase the available capacity with the lowest interruptibility.

10.3. Obligations of Customer

10.3.1. Customer shall be obliged to pay the fee defined in “Gas System Charges Ordinance” according to § 70 Natural Gas Act 2011 plus surcharges, taxes and fees (if any).

10.3.2. If one of the fees referred to in Article 10.3.1. is not defined by the regulation according to § 70 Natural Gas Act 2011, or the corresponding provision of the regulation in accordance with § 70 Natural Gas Act 2011 is repealed by the constitutional court, or the constitutional court stated the relevant provision of the regulation in accordance with § 70 Natural Gas Act 2011 was illegal, the Customer as system user shall be obliged to pay the fee applicable before the unlawful or repealed regulation became effective including any surcharge.

10.3.3. In case the fee for the usage of the Distribution System will change in the future due to changed legislations, regulations or regulatory decisions, the system user shall be obliged to pay the adopted fees.

10.4. Consideration for transmission capacity

10.4.1. The monthly consideration for transmission services shall be calculated as follows:

Customer's maximum Injection Rate concluded for the following Calendar year at the Booking Deadline shall be multiplied with the fee for the usage of the Distribution System according to the “Gas System Charges Ordinance” as published.

10.4.2. In Case Customer books Injection Rate during the year (after the Booking Deadline), the transmission fee shall be calculated as follows:

For each Gasday of the Service Period the maximum additionally booked Injection Rate in kWh/h shall be multiplied by 1/365 of the fee for the usage of the Distribution System according to the “Gas System Charges Ordinance” as published.

10.4.3. The transmission fee is invoiced simultaneously (but shown separately) with the consideration for storage services.

10.4.4. Customer shall be obliged to pay the transmission fee even if the booked transmission capacities have not been nominated or only partly nominated.

10.5. Interruption/limitation of transmission capacity and refund in case of interruption

- 10.5.1. The Distribution System operator shall be entitled to reduce or interrupt the transmission capacity for reasons of planned maintenance, repair and connecting works or inspections by the Technical Control Association.
- 10.5.2. Refunds of the transmission fee (if any) due to interruptions of the Transmission Capacity will be handled according to the regulations of the actual Gas System Charges Ordinance.
- 10.5.3. Restrictions or Interruptions in the connected Distribution Network shall not have any influence on the payment obligation of the Customer for Storage Services.
- 10.5.4. In case of unplanned restrictions or interruptions of firm Storage Services, the transmission fee will be refunded pro-rata, provided that a respective nomination of Customer exists.
- 10.5.5. The interruption of Interruptible Injection and/or Withdrawal Capacity does not influence the payment of transmission fees.

11. Payment

11.1. Invoicing

- 11.1.1. For any Storage Contract the Service Period of which is indicated in days, OGSA invoices Customer in the Calendar Month following the start-up of service.
- 11.1.2. For any Storage Contract the Service Period of which has remaining days according to Article 9.3, the number of invoices corresponds to the number of whole months within the Service Period.

11.1.3. For any Storage Contract the Service Period of which is indicated in months or years OGSA invoices Customer in the month of the Service Period.

11.1.4. OGSA invoices Customer by the end of the fifth Working Day of a Calendar Month by submitting an invoice for an amount that covers one month.

11.1.5. All invoices are submitted by e-mail to a recipient nominated by Customer

11.2. Rounding of consideration

The consideration is commercially rounded to whole figures.

11.3. Due date

11.3.1. Invoices are due within 10 (ten) days after receipt of invoice; the amount invoiced is payable to the bank account designated by OGSA.

If the 10. (tenth) day after receipt of invoice is not a banking day, the amount becomes due and payable on the next banking day.

11.4. Bank charges

On the due date, the OGSA bank account must be credited with the full amount invoiced. All charges in connection with the bank transfer shall be borne by Customer.

11.5. Default interest

In case of Customer's delay in payment, OGSA shall be entitled to charge default interest according to the statutory rate. In the case of non-payment of default interest, compound interest shall in addition become payable as of the month default interest was due. All costs incurred in connection with reminders, re-submission of invoices, etc., shall be borne by Customer.

11.6. Taxes and levies

11.6.1. The applicable value added tax and any other future tax or levy payable in connection with the Storage Contract shall be paid by Customer in addition to the payment for the services agreed and shall be invoiced and paid in accordance with the rules under this Article.

11.6.2. All invoices to companies located in Austria or foreign companies with a domestic establishment include value added tax.

11.7. Objections to invoices

An invoice shall be deemed approved by Customer if Customer does not object in writing to such invoice within 4 (four) weeks of receipt. Objections made to an invoice do not entitle Customer to postpone payment, or to refuse payment. Deductions are allowed for payment claims only, which have either been determined by a court or acknowledged by OGSA.

11.8. Delay in payment

If Customer defaults in payment, OGSA shall be entitled to discontinue providing services after a written reminder and expiry of the grace period until payment is affected. In any case, Customer undertakes to fully indemnify OGSA for all damages suffered.

12. Security

12.1. The Customer is obliged to provide a security for newly concluded contracts to secure the payment obligations arising from the Storage Contract as well as the transmission fees. At the choice of Customer, the security may take the form of a bank guarantee, an advance payment or a parent company guarantee.

12.2. In case of an existing profit and loss transfer agreement between Customer and a parent company, on Customer request and upon provision of the profit and loss transfer agreement, the rating of the

parent company can be used as basis for the calculation of the amount of the security.

12.3. Amount of the security

The amount of the security derives from the classification of the Customer according to the following table:

Risk-class	S&P	Moody's	Fitch	Amount of the security
1	AAA to BBB-	Aaa to Baa3	AAA to BBB-	none
2	BB+ to BB-	Ba1 to Ba3	BB+ to BB-	According to article 12.4
3	Worse than BB-	Worse than Ba3	Worse than BB-	According to article 12.5

In case Customer is not rated by one of the above mentioned Rating agencies, an alternative assessment of the risk class will be agreed.

12.4. Amount of the security in case of a Customer rating according to risk-class 2

In case of a Customer rating according to risk class 2, the amount of the security shall depend on the Service Period, and shall be calculated as follows:

- (1) No security has to be provided by Customer for Storage Contracts with a Service Period of up to 1 (one) Month.
- (2) In case a Storage Contract with a Service Period of between 1 (one) Month and up to 6 (six) Months, the security shall be equal to the fee payable for 1 (one) Month (incl. transmission fee), calculated at the time of the offer made.
- (3) In case a Storage Contract with a Service Period of between more than 6 (six) and up to 12 (twelve) Months, the security shall be equal to twice the fee payable for one Month (incl. transmission fee), calculated at the time of the offer made.

- (4) In case a Storage Contract with a Service Period of more than 12 (twelve) Months, the advance payment or bank guarantee shall be equal to triple the fee payable for one Month (incl. transmission fee), calculated at the time of the offer made.

12.5. Amount of the security in case of a Customer rating according to risk-class 3

In case of a Customer rating according to risk class 3, the amount of the security, exceeding the security according to article 12.3, shall be agreed mutually.

12.6. Type of security

12.6.1. Bank guarantee

Customer shall furnish a bank guarantee in accordance with the Bank Guarantee as available at <https://www.omv-gas-storage.com/en> not later than 10 (ten) Working Days after conclusion of the Storage Contract. All documents, which are not consistent with this Bank Guarantee, will be rejected by OGSA.

The risk-class of the Guarantor shall not be worse than risk-class 1. Otherwise, Article 12.7 will apply.

12.6.2. Advance payment

An advance payment is to be effected by Customer not later than 10 (ten) Working Days after conclusion of the Storage Contract. The advance payment is to be made to the bank account designated by OGSA without deductions. Otherwise, Article 12.7 will apply. Such advance payment to OGSA shall be offset against the monthly payments at the end of the service period.

12.6.3. Parent Company Guarantee

The risk-class of the parent company issuing the guarantee shall not be worse than risk-class 1. Otherwise, Article 12.7. will apply.

The Parent Company Guarantee shall be consistent with the Parent Company Guarantee available at <https://www.omv-gas->

storage.com/en and provided not later than 10 (ten) Working Days after conclusion of the Storage Contract. All documents, which are not consistent with this Parent Company Guarantee, will be rejected by OGSA.

12.7. Failure to provide a deposit

In the event that Customer fails to fulfil its obligations to provide a deposit in the way that the deposit is not provided, not provided in time or does not cover the required amount, OGSA shall have the right to terminate the Storage Contract with immediate effect. OGSA shall be released from its obligations under such Storage Contract.

12.8. Downgrade of Rating

OGSA evaluates the credit rating of Customer once a year. In the event that the credit rating of the Customer or the company issuing the security is downgraded, OGSA is entitled to require additional credit support. Such credit support shall be provided within a period of 10 (ten) Working Days after request by OGSA. Otherwise the provisions of Article 12.7. will apply.

12.9. Information to OGSA

Customer shall be obliged to inform OGSA without delay about any downgrading of its rating or if the rating of the company issuing the security does no longer correspond to risk-class 1 and/or any change which has considerable impacts on his creditworthiness and/or any impending insolvency proceedings. Customer shall be obliged to inform OGSA about the termination of the profit and loss transfer agreement without delay. Otherwise the provisions of Article 12.7. will apply.

13. Duty to inform

13.1. The parties to the Storage Contract undertake to make available to the other contracting party any information required in connection with the fulfilment of the Storage Contract and for the continued operation of the

storage

facilities.

13.2. Customs status

Customer shall be obliged to inform OGSA of the status (duty paid or duty unpaid) of the gas to be injected in writing.

Withdrawing gas with the customs status “Duty unpaid”, Customer shall be obliged to inform OGSA about

- the destination country of the withdrawn gas or
- the CRN number of the Austrian import customs clearance if the gas remains in Austria

14. Confidential information, Data protection

14.1. The parties to the Storage Contract undertake to treat the contents of their contractual relationship (beyond these Storage-GTC) or which constitute trade or business secrets, strictly confidential and not to disclose such information to a third party.

14.2. The above provision shall not apply to information passed on to authorities in compliance with official instructions or legal requirements. In this context, OGSA is particularly obliged to provide all Storage Contracts according to § 101 of the Natural Gas Act to the Austrian Regulatory Authority. Customer accepts in advance the transmission of each concluded storage contract to the Austrian Regulator.

14.3. Customer accepts in advance the transmission of data necessary for the operative handling of Storage Contracts to the Dispatching Service Provider Gas Connect Austria GmbH

14.4. To the extent information is disclosed to third parties, such disclosure must be limited to the scope required for the due performance of the Storage Contract or for meeting legal information duties. Such disclosure of information shall be communicated to the other party in writing. Unless third parties are under professional secrecy obligations, they in turn shall be bound by confidentiality obligations.

14.5. Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 shall apply. Each party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party or of third disclosing parties exclusively for the purposes of performing under the Storage Contract. The disclosing party confirms that it is authorized to provide the receiving party with personal data. If one party shall act as data processor as per applicable data protection laws, the parties shall enter into a data processing agreement (in accordance with the legal requirements of Art. 28 GDPR) or an equivalent thereto in order to ensure legal compliance with respect to such data processing. If during the performance of this Contract the receiving party needs to transfer personal data to third parties, the receiving party shall enter into similar data processing agreements in accordance with and to the extent required by this clause. Upon termination of this Contract, the receiving party shall, upon written request by the disclosing party (acting reasonably), return to the disclosing party all received personal data as well as the results of the processing of such data and shall delete all copies thereof, except for any data retention due to statutory retention obligations. During the performance of this Contract and any applicable additional retention time, the receiving party shall: (i) keep personal data of the disclosing party protected by state-of-the-art security measures and (ii) restrict access to trained staff that is committed to appropriate confidentiality obligations. The receiving party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without procuring beforehand that any sub-contractor enters into and complies with the Standard Contractual Clauses (or such other clause or agreement which may be approved from time to time by the European Commission). All obligations set out in this Clause shall survive any termination of this Agreement.

15. Force Majeure

15.1. Neither Party shall be responsible for any failure to fulfil any of their obligations, if such failure is caused by Force Majeure (as defined below) or the fulfilment of legal obligations in context with energy intervention

(Energieführung). The affected party shall be excused from performance that has been prevented by the Force Majeure event for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented. In such a case the other party shall, to the same extent, be released from its corresponding obligations.

15.2. The party concerned shall, as soon as possible after the occurrence of Force Majeure, give notice and full particulars thereof to the other party, whereupon the parties shall consult with respect to the appropriate measures to be taken. Irrespective of such consultation, the parties concerned shall immediately take all technically and economically reasonable measures to limit any damages and to restore conditions for the performance of its obligations.

15.3. Except as provided otherwise, each party shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of Force Majeure.

15.4. "Force Majeure" shall mean events or circumstances that have the effect of making it impossible or unlawful for the affected party to perform its obligations, in whole or in part, where such events or circumstances (i) are beyond the control of that party, (ii) were not attributable to that party, and (iii) could not have been prevented, overcome, or remedied by the asserting party in whole or in part through the exercise of reasonable due diligence.

15.5. If the requirements set out in the definition of Force Majeure are satisfied, then Force Majeure events and circumstances shall include, but shall not be limited to, (a) Act of God, expropriation or confiscation of facilities, act of public enemy, war, civil war, revolution, rebellion, insurrection, sabotage, riot, civil disturbance, terrorism and any credible threat of any of the foregoing;
(b) fire, explosion, hurricane, tornado, earthquake, volcano, abnormally severe weather conditions that have no history of regular occurrence or other natural event;
(c) plague, epidemic, pandemic, embargo, sanction or other restriction on export of goods, services or technology, quarantine, action or inaction by any competent authority;

(d) strike, lock-out or any other industrial action or labour dispute involving an enterprise or business of the affected party or its agents or subcontractors and

(e) Regulatory and/or statutory measures according to REGULATION (EU) 2017/1938 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2017 concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010 („SoS-Directive“) or in accordance with all acts and measures adopted on the basis of this regulation (in particular but not exclusively the prevention plan and the emergency plan of the federal ministry for Sustainability and Tourism, the Austrian Gas act 2011 and the “Energienkungsgesetz”).

(f) any event or circumstance or a combination of the same of a nature analogous to any of the foregoing.

15.6. Force Majeure events and circumstances shall definitely exclude inability to comply with the obligation to pay the consideration according to Article 9.

15.7. If a Force Majeure event persists for more than 6 (six) months the parties to the Storage Contract shall make best endeavours to agree amendments to the contract.

16. Liability for Storage Services

16.1. Each party to the Storage Contract shall be solely liable for the fulfilment of the obligations arising from this contract.

16.2. Each party to the Storage Contract shall be liable to the other in accordance with the statutory provisions on tort. With the exception of personal injury, culpable liability shall be restricted to cases of wilful misconduct or gross negligence.

16.3. In the event that OGSA is liable, liability for consequential damages, loss of profits or indirect damages shall – to the extent legally permissible – be excluded. The liability of OGSA shall be limited to 12 (twelve) times the average monthly tariff for the agreed storage service.

16.4. Customer shall be liable without limitation for damages suffered by OGSA or third parties (e.g. other storage Customers) due to off-specification gas, off-specification biogas, or the delivery of gas failing to correspond to the requirements of Article 4.5, and shall fully indemnify and hold harmless OGSA in respect of such damages.

16.5. Contrary to the provisions of Article 17 OGSA shall be liable according to the provisions of this Article 16 for mistakes in forwarding Customer's nominations by fault of OGSA.

16.5. Any liability of OGSA for damages caused by the fulfilment of legal requirements in accordance with energy intervention measures (Energielenkungsmaßnahmen) shall be excluded.

17. Liability for Transmission Services

Contrary to the provisions of Article 16, for transmission services the provisions regarding liability of the relevant Distribution System operator shall also apply on the contractual relationship between the Customer and OGSA.

18. Dispatching Service Provider

18.1 Customer is aware that OGSA has appointed Gas Connect Austria GmbH as Dispatching Service Provider who will perform all Dispatching Services for OGSA. All activities done by Gas Connect Austria GmbH will be treated as activities done by OGSA itself.

18.2 As long as OGSA maintains the appointment of Gas Connect Austria GmbH, Customer agrees to communicate with the Dispatching Service Provider and to fulfil its own obligations towards OGSA through the Dispatching Service Provider as if the Dispatching Service provider were OGSA.

19. Assignment of Capacities / Single legal succession

- 19.1. Each Customer shall be entitled to assign with the prior written consent of OGSA its rights and obligations on capacities committed under each Storage Contract wholly or in part to a third party. Consent shall not be unreasonably withheld or delayed. The assignor undertakes to impose to the assignee all rights and obligations under the Storage Contract. The Assignor shall only be released from obligations if and when the assignee has entered into such obligations with legal effect.
- 19.2. However, Customer may only assign capacities according to Article 19.1 to a third party which fulfils the provisions of Article 12 (in particular credit rating, furnishment of a bank guarantee or parent company guarantee or provision of an advance payment) and which ensures the fulfilment of its contractual obligations.
- 19.3. An assignment to an affiliated company, i.e. a company in which such party directly, holds an interest of more than 50%, or which holds a direct interest of more than 50% shall not require the prior approval of the other party if the new company fulfils the security requirements according to Article 12. The assignor has to provide evidence to OGSA.
- 19.4. In case of a partial assignment the deposit provided by Customer shall be adapted accordingly.
- 19.5. Capacities shall only be assigned in the same form as offered by OGSA on the primary market.
- 19.6. The partial assignment of Working Gas Volume and/or Withdrawal Rate and/or Injection Rate originally contracted in the form of bundled services is not allowed. Bundles services shall only be assigned in integer units.
- 19.7. At least 5 (five) Working Days before the assignment becomes effective OGSA shall receive from the assignor a fully completed assignment notice, duly signed by the assignor and the assignee in triplicate and the security of the assignee according to Article 12.

- 19.8. At the latest 2 (two) Working Days after receiving the assignment notice and the security OGSA has to announce if it agrees to an assignment. OGSA notifies the assigning Customer and the third party by countersigning the assignment notice and transmitting it to both parties. In case of disagreement OGSA shall send a written statement to all parties involved to this extent.
- 19.9. The assignment of storage capacities results in the adaption of transmission capacities and fees.
- 19.10. In case of assigning the unbundled service Working Gas Volume, OGSA will countersign the assignment notice only if it is assured that at the time of the assignment coming into effect the Working Gas Volume that will be assigned is less than or equal the unused Working Gas Volume of the assigning Customer. If the assigning Customer does not fulfil this condition OGSA shall be entitled to invoice the assigning Customer for each day that Gas is stored in the storage facilities of OGSA in an unauthorized way the tenfold daily tariff of the unbundled service Working Gas Volume published at that time. Compensation for damages (as well as for consequential loss and loss of profit) are not affected thereof and can be claimed separately by OGSA.
- 19.11. In case of an assignment the assigning Customer will be released from all rights and obligations of the assigned capacities according to the assignment notice. With coming into effect of the assignment, the assigning Customer will be released from its paying obligations of the respective storage contract for the assigned capacities according to the assignment notice.
- 19.12. With coming into effect of the assignment, the third party is holder of all rights and obligations of the assigned capacities according to the assignment notice and takes over the paying obligations of the respective storage contract of the assigning Customer.

20. Subletting of capacities

- 20.1. Each Customer shall be entitled to sublet with the prior written consent of OGSA its usage rights committed under the Storage Contract wholly or in part to a third gas company (Holder of Storage Usage Rights). All other rights and obligations under the Storage Contract remain with the Customer who remains responsible to fulfil all obligations resulting from the storage contract, in particular to pay the agreed storage fee and to nominate the gas quantities to be injected or withdrawn. Consent shall not be unreasonably withheld or delayed.
- 20.2. On request of the Customer certain rights of the storage contract, especially submission of nominations, can be executed by the holder of storage usage rights. In this case, Customer shall be obliged to inform OGSA about Name, Address, Phone Number and point of contact. Customer shall be liable for all actions of the Holder of Storage Usage Rights. The payment obligation remains with the Customer.
- 20.3. The partial assignment of Working Gas Volume and/or Withdrawal Rate and/or Injection Rate originally contracted in the form of bundled services is possible.
- 20.4. In case of subletting the unbundled service Working Gas Volume, the subletting party has to assure that at the time of the subletting coming into effect the Working Gas Volume that will be subletted is less than or equal the unused Working Gas Volume of the subletting party. If the subletting party does not fulfil this condition OGSA is entitled to invoice to the subletting party for each day that Gas is unauthorized stored in the storage facilities of OGSA the tenfold daily tariff of the unbundled service Working Gas Volume published at that time. Compensation for damages (as well as for consequential loss and loss of profit) are not affected thereof and can be claimed separately by OGSA.
- 20.5. The subletting party shall inform OGSA in writing by 12:00 hours on the Working Day before the Subletting shall become effective about quantities, the subletting period and the receiving Balance Group.

21. Applicable Law; Dispute Resolution

21.1. The Storage Contract shall be governed by and construed in accordance with the laws of Austria (excluding rules and regulations governing conflict of laws as well as the UN Convention on the International Sale of Goods).

21.2. All disputes or claims arising out of or in connection with this contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The seat of the arbitration tribunal shall be in Vienna; language of the arbitration proceedings shall be German unless both Parties mutually agree that the language shall be English. The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by the applicable law and to the extent not already in the public domain.

22. General terms and conditions

22.1. OGSA concludes contracts only based on the present general terms and conditions (Storage-GTC); the Storage-GTC are published on the Internet at <https://www.omv-gas-storage.com/en>. The Storage-GTC are an integrated part of each Storage Contract. In case of contradictions between the Storage-GTC and the Storage Contract, the provisions of the Storage Contract shall prevail.

Services are provided based on the Storage Contract and the Storage-GTC only.

22.2. Amendments to, and changes of, the Storage-GTC may be effected any time subject to the following:

OGSA publishes the amended Storage-GTC in a suitable manner and informs Customer in writing to the effect that, in the absence of an express declaration to the contrary received within a period of 21 (twenty-one) calendar days from date of communication (the date of receipt of the declaration shall be relevant), the amended Storage-GTC shall apply for existing as well as for new Storage Contracts. In case of an objection of the Customer, the Article(s) of the Storage-GTC to which the Customer does not object shall become effective but those amended Article(s) to which the Customer objects shall not become effective and shall remain unaltered in the Storage-GTC. The amended Storage-GTC shall apply as of the first day of the month following the day the period for objection has expired.

In case Customer objects to amendments to, or changes of, the Storage-GTC, OGSA shall be entitled to terminate the Storage Contract at issue observing a two-week period of notice.

22.3. Amendments to, or changes of, contracts entered into on the basis of the Storage-GTC shall become effective only if made in written form with an explicit reference to the Article of the Storage Contract or the Storage-GTC amended/changed thereby.

22.4. Customer acknowledges that in case, Customer itself is using general terms and conditions, OGSA's Storage-GTC shall prevail in any case. Any performance of obligations under the Storage Contract by OGSA shall not be deemed as an acceptance of Customer's general terms and conditions.

22.5. Any issue not covered by the Storage Contract or the Storage-GTC shall be resolved between the parties to the Storage Contract in a way which is in accordance with industry standard.

22.6. For transmission services the general terms and conditions of the relevant Distribution System Operator shall apply

23. Severability

In case individual provisions of the Storage Contract, the Storage-GTC and/or of any contractual supplements are or become legally ineffective or impracticable, the effectiveness of the remaining provisions shall not be affected thereby. The parties to the Storage Contract agree to replace the provision that has become ineffective by a legally effective provision that is, in economic and technical terms, equivalent for both parties.

24. Term, renewal, termination

24.1. Subject to earlier termination in accordance with Article 24.2, the Storage Contract shall automatically terminate at the end of the Service Period.

24.2. The Storage Contract may be terminated for good cause without notice. Such good cause, which makes the continued existence of the Storage Contract unreasonably for the terminating party, may be especially but not limited one of the following circumstances:

- (i) by either Party if the other Party becomes insolvent or is unable to pay its debt or goes into liquidation, receivership, administration or makes a composition or arrangement with creditors; the other Party has to inform the Party immediately.
- (ii) by either Party if the other Party shows a substantial degradation of credit worthiness, especially if it fails or admits in writing its inability generally to pay its debts as they become due and no additional security according to Article 12 has been given.
- (iii) by either Party if the other Party commits a material breach of the Storage Contract (including non-payment of any amount due) that, if capable of remedy, remains un-remedied 10 (ten) days after written notice of the Party's intention to terminate.

- (iv) by OGSA in the event that any credit support document expires or terminates whilst there are outstanding obligations under the Storage Contractor or credit support is not delivered in accordance with the provisions set out in Article 12. In addition, if the credit support provider disaffirms, disclaims, revokes, rejects, or challenge the validity of any credit support document provided.

24.3. The termination of a Storage Contract does not affect any rights that came into force before termination (e.g. payment obligation, invoicing, confidentiality) and their legal enforcement.

25. Form, language

25.1. Storage Contracts are concluded in writing or electronically according to the applied allocation procedure. Amendments and changes shall only be effective if made in writing and if duly signed by both parties.

25.2. All Storage Contracts are available in German and English. All documents in connection with a specific Storage Contract (e.g. the Storage-GTC) are relevant in the same language version as the contract.

25.3. Storage Contracts are effected in two original copies, with each party receiving one copy.

Annexes

The following Annex constitute an integral part of the Storage-GTC:

Annex A – Operating Agreement

In case of contradictions between the Storage-GTC and the Annex, the provisions of the Storage-GTC shall prevail.

The present Storage-GTC are valid as of 1 January 2020.



Annex A – Operating Agreement

The provisions of the present Operating Agreement regulate – together with the “Gas Market Code” (“Sonstige Marktregeln Gas” to be downloaded at www.e-control.at) – the technical and operational storage operation.

1. Definitions

The definitions contained in the Storage-GTC (Version January 2020) and the “Gas Market Code”, shall apply to this Operating Agreement.

2. Nomination of quantities

During the Service Period, Customer undertakes to notify the Dispatching Service Provider Gas Connect Austria GmbH by nominating Gas quantities to be injected and withdrawn. The balancing energy will be nominated by the Distribution Area Manager.

In case Customer has contracted both firm and interruptible services, the firm and interruptible storage services shall be aggregated into one nomination.

Customer accepts that all telephone conversations between Customer and Gas Connect Austria GmbH Business Dispatching are recorded. Gas Connect Austria GmbH guarantees that the recorded conversations will only be used for operational purposes and are not forwarded to third parties.

3. Entry of capacities into Balance Groups

Each Customer shall be obliged to enter its Storage Capacities into a Balance Group.

The entry of each contract into a Balance Group has to be effected by Customer via OCB®. OGSA is not responsible for any consequences in case of the false- or non-assignment by Customer



4. Allocation of Gas quantities

The gas quantities nominated by Customer in accordance with Article 2 of the Operating Agreement above for storage or withdrawal – if confirmed by Gas Connect Austria GmbH –, are considered stored or withdrawn and are therefore treated as declared quantities (nominated = allocated).

4.1. Allocation of gas quantities in case of curtailments

OGSA provides “firm” storage services precedent to “interruptible” storage services and is entitled to interrupt or limit the hourly flow rates by sending a corrected schedule to Customer at the latest 30 minutes before gas flow.

The following rules shall apply in case of a reduced availability of storage services:

1. If a Customer only holds the Unbundled Service Working Gas Volume and submits a nomination for Injection Rate or Withdrawal Rate, this Customer will be curtailed/interrupted first. Available capacities will be allocated pro-rata (based on nominations).
2. In case the interruption according to point 1 is not sufficient, in the next step capacities according to Article 6 of the Storage-GTC “Exceeding of contractual Injection- or Withdrawal Rates” will be curtailed/interrupted. In case the nominations according to Article 6 exceed the available capacity, the available capacity will be allocated pro-rata (based on nominations) to the Customers who have submitted a corresponding nomination.
3. In case the interruptions according to point 1 and 2 are not sufficient, interruptible contracts will be curtailed/interrupted next. The reduction of all interruptible contracts is dependent on the date of conclusion of the contract and shall be understood as “first come – last interrupted”. The Interruption is therefore carried out in the reverse order to the date of the contract conclusion and the contract with the earlier closing date will be interrupted last.

An overview of the currently booked capacities is available at <https://www.omv-gas-storage.com/en>



4. In case the interruptions according to point 1, 2 and 3 are not sufficient the stipulations according to article 4.3. shall be applied.

5. In case the interruptions described above are not sufficient, Firm Storage Services will be interrupted pro-rata (based on contracted firm capacities).

6. Balancing Energy will be curtailed/interrupted last.

5. Storage record

The gas quantities stored or withdrawn, as well as Customer's storage level, are shown in a monthly storage record and is available at www.gasconnect.at.

The daily data are provisional only. The data of the monthly protocol are released on the third working day of the month following the month in which services were rendered. In case Customer does not raise an objection by e-mail until the 5th (fifth) working day, the data of the monthly protocol are final and binding from that time on.

6. Liability

OGSA excludes any liability for direct, indirect or consequential damages which may result from access to the daily data, e.g. because of incorrect data, unavailability of data or use of provided data, unless such damage results from wilful misconduct or gross negligence. In any case, OGSA's liability shall be limited pursuant to Article 16 and 17 of the Storage-GTC with respect to all damages of a Customer occurring within the term of the Storage Contract.

OGSA excludes any liability for the functioning of the internet.

7. Communication for nominations

All communications made for operational purposes shall be performed according to the current regulations of "Gas Market Code", available at www.e-control.at.



8. Contact

Gas Connect Austria GmbH
A-1210 Vienna, Floridotower
Floridsdorfer Hauptstrasse 1

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