



STORENGY DEUTSCHLAND GMBH

TERMS AND CONDITIONS GOVERNING  
ONLINE AUCTIONS

As of 01.03.2022

**Table of contents**

**Part I – General Provisions..... 3**

**Article 1 Scope..... 3**

**Article 2 Definitions..... 3**

**Part II – Registration and authorisation processes ..... 5**

**Article 3 Registration and authorisation ..... 5**

**Article 4 Registration for the storage portal ..... 5**

**Article 5 Authority/ies of of representation for online auctions ..... 5**

**Article 6 Confidentiality and protection against misuse ..... 6**

**Article 7 Data-processin / Accuracy of data / Revocation and deletion ..... 6**

**Article 8 Technical Availability of the *storage portal* ..... 7**

**Part III – The Online-auction process..... 8**

**Article 9 Availability Marketing of storage products via online auctions..... 8**

**Article 10 Taking part in *online auctions*..... 8**

**Article 11 Acceptance of offers..... 8**

**Article 12 Liability..... 10**

**Appendix 1: Authorisation template within the meaning of Article 5 (2)..... 11**

## Part I – General Provisions

### Article 1 Scope

The present Terms and Conditions Governing Online Auctions ("*GTOC*") apply to registration on and subsequent authorisation to use the *storage portal* made available by Storengy Deutschland GmbH ("*Storengy*") on its website, and to the performance of online auctions for *Storengy's storage products*.

Unless stipulated otherwise herein, the applicable version of *Storengy's* General Terms and Conditions for the Storage of Gas (available at <https://www.storengy.de/en/general-terms-and-conditions>) and hereinafter referred to as "*GTC*" shall apply. The present *GTOC* shall take precedence in all circumstances. Terms and concepts defined in the *GTC* appear herein in italics and shall have the meaning specified in the *GTC*.

### Article 2 Definitions

Defined terms are set out in italics. References to the singular include the plural and vice versa, unless otherwise explicitly stated or resulting from the context. The section headings in these *GTOC* shall not affect the interpretation of defined terms.

*Authorised participant*: a *registered participant* represented by one or more *Authorised Users* and/or *Authorized Participant's Admins* based on an *Authority of representation*.

*Authorized Participant's Admin*: an individual authorised by a *registered participant based on an Authority of representation* to nominate *Authorized Users* or remove existing *Authorized Users* for the same *Authorized Participant*.

*Authority of representation*: the authority granted to specific *Authorized User(s)* and/or *Authorized Participant's Admins* specified in Appendix 1.

*Authorized User*: an individual designated by a *Registered participant* to become an *Authorized Participant* and registered for an assigned *user account*, pursuant to Appendix 1, for representing the *Authorized participant* in concluding contracts on *storage products* in the framework of *online auctions* on the *storage portal*.

*Binding Offer*: a binding commitment to conclude a contract on a certain *storage product*, submitted by an *authorised participant* in terms of a *binding-offer form* received by *Storengy* by actuation of the submission button in the front-end-system of the *storage portal* within the *Binding-offer period* of a certain *online auction*.

*Binding-offer form*: the online form to be used by *Authorised Users* to submit a *binding offer* on behalf of the *Authorised participant* within the *binding-offer period*; the contents of said form shall form part of a possible contract on a certain *storage product*.

*Binding-offer period*: the specified time period within which *binding offers* to conclude a contract on certain *storage products* must be received by *Storengy*. Time of receipt shall be that as displayed by *Storengy's* system at the point of time the submission button in the front-end-system of the *storage*

*portal* is activated, not that displayed on the computer used to submit the *binding offer*. The time indicated on the *Storengy* system shall be that applicable by law in Germany, namely Central European Time ("CET") or, during the summer, Central European Summer Time ("CEST").

*Deletion request*: A written request (e-mail shall be sufficient) submitted by a *user* or a *participant* to delete personal data held in *Storengy's* files for the respective *user account*.

*Online auction*: a call for submission of *binding offers* to conclude a contract on a certain *storage product*, published by *Storengy* in accordance with Sections 9 and 10 of these *GTOC*, and open to *authorised participants* only. *Online auctions* are different from 'auctions' within the meaning of Section 156 of the German Civil Code (BGB) and Section 34(b) of the German Industrial Code (GewO).

*Participant*: only a contractor within the meaning of Section 14 of the German Civil Code. A 'consumer' within the meaning of Section 13 of the German Civil Code may not be a *Participant*.

*Registered participant*: a *Participant* who is registered to have access to the *storage portal* and represented by one or more *Users* under the terms of Section 4 and who can therefore access *storage products* made available by *Storengy* via its *storage portal*.

*Storage portal*: an area of *Storengy's* website accessible only to *registered participants* and via which *authorised participants* are able to take part in *online auctions*.

*User*: an individual designated by a *Participant* to conduct the procedure to become a *Registered participant* granted access to the *storage portal* as a representative of the *Registered participant* and registered for an assigned *user account* for information purposes only.

*User account*: an account set up for and assigned to a *User* representing a *Registered Participant* and dedicated for information purposes only or representing an *Authorized Participant* and enabling the *User* to participate in *online auctions* as a *Registered Participant's* representative. *User accounts* are linked to the individual *User* to whom they are assigned and are non-transferable.

## Part II – Registration and authorisation processes

### Article 3

#### Registration and authorisation

- 3.1** To become a *registered participant* and get access to the *storage portal participants* have to be registered as per Article 4.
- 3.2** To access information about *online auctions* and to participate therein *registered participants* have to grant *Authority/ies of representation* as per Article 5 to become an *Authorized Participant*.

### Article 4

#### Registration for the *storage portal*

- 4.1** To use the *storage portal participants* have to be registered: to become a *registered participant* one or more *Users* to represent a *participant* must be designated and therefor be registered on the *storage portal*.
- 4.2** The online registration form for access to the *storage portal* can be found at <https://storageportal.storengy.de/storage-information/home> under "Registration". All fields on the form marked as mandatory must be completed fully and accurately filled in by the *User* representing the *participant* and submitted to *Storengy* via the latter's website.
- 4.3** Once all mandatory fields of the online registration form have been completed in full and said form has been submitted to *Storengy*, *Storengy* shall send an automatic confirmation to the email address indicated on the form by the *User* containing a link to activate its *User account*.

### Article 5

#### Authority/ies of of representation for *online auctions*

- 5.1** Only *Authorized Participants* shall be authorized to take part in *online auctions* represented by one or more *Authorized Users* or to designate an *Authorized Participant's Admin*.
- 5.2** Authorisation to participate in *online auctions* or to designate a *Authorized Participant's Admin*, shall be subject to the *registered participant*, represented by its *User(s)*, submitting an authorisation request for one or more *Users* to become *Authorized Users* to *Storengy*. The registration form is available in the download area of the *storage portal* or may be requested by an email at [sales@storengy.de](mailto:sales@storengy.de). All fields on the form marked as mandatory must be fully and accurately filled in by the *User* representing the *registered participant* and submitted to *Storengy* via email to [sales@storengy.de](mailto:sales@storengy.de). Together with the authorisation request, the *registered participant* must send copies of the following documents to *Storengy* electronically as pdf files (via email to [sales@storengy.de](mailto:sales@storengy.de)):

- i. an extract from a German trade register on which the *participant* is registered, or an extract from a comparable foreign register: at the time it is sent to *Storengy*, such an extract must be no more than seven (7) *business days* old;
- ii. authorisation in the form of the template in Appendix 1 hereto, stating that the designated individual has the authority to represent the *participant* to be authorized as an *Authorized User* and/or as an *Authorized Participant's Admin*.

**5.3** From the point in time at which a request for authorisation is received and at any time thereafter, *Storengy* shall be entitled to ask *participants* to undergo an assessment of their creditworthiness pursuant to Section 5 of the *GTC*, and to submit an updated documentation detailed in article 5.2.

## **Article 6** **Confidentiality and protection against misuse**

- 6.1** Each *User account* is linked to the specific *User* designated to represent a particular *registered participant* and/or *authorised participant*, and is non-transferable.
- 6.2** *Registered Participants* and/or *Authorized Participants* must keep all *user account* access data strictly confidential and safeguard them against unauthorised access by third parties.

## **Article 7** **Data-processing / Accuracy of data / Revocation and deletion**

- 7.1** *Participants* must ensure that the information required to set up registration and grant authorisation in respect of a given *user account* is accurate and supplied in full, and that said information is kept up-to-date, comprehensive and accurate.
- 7.2** *Storengy* reserves the right to revoke a *participant's* registration and/or authorisation in writing (email shall be sufficient) at any time. Specifically, registration and/or authorisation may be revoked where the information required and documentation submitted to set up/grant the latter are or become incorrect or incomplete or are not updated as requested or a repetitive creditworthiness assessment turns out negative.
- 7.3** A *participant* or *user* may at any time submit a *deletion request* to *Storengy*.
- 7.4** An *authorized participant* may revoke *Authorities of representation* in writing (e-mail shall be sufficient) at any time.

- 7.5** Given a *deletion request* or a revocation of an *Authority of representation*, *Storengy* shall delete the relevant data without undue delay (generally within five (5) *business days*) pursuant to the applicable provisions of data-protection legislation. The foregoing shall not apply to the extent the data in question are required to perform an existing contractual relationship between *Storengy* and the *participant* or the respective *user* is subject to data-retention requirements pursuant to law e.g. the German Commercial Code (HGB) or the German Tax Code (AO). In such cases, the data in question shall be deleted without undue delay following termination and conclusion of the contractual relationship or upon expiration of the applicable retention requirements.

## Article 8

### Technical availability of the *storage portal*

- 8.1** The *storage portal* shall be made available for use by *Users* within the limits of current technology and technical availability.
- 8.2** *Storengy* reserves the right to restrict use of the *storage portal* for a temporary period where necessary to ensure the continued security and integrity of the IT application system or IT infrastructure. Use of the *storage portal* may also be restricted to enable technical work to be performed to ensure that the *storage portal* can continue to operate as required or to enhance said portals' performance ("*foreseeable measures*"), or in the event of unanticipated technical disruptions, in particular a power outage or hardware/software malfunctions where the system has to be taken offline ("*unforeseeable measures*").
- 8.3** Where access to or use of the *storage portal* has to be restricted or suspended, *Storengy* shall do everything in its power.
- 8.4** In the event that use of the *storage portal* is restricted or suspended as per the provisions of article 8.2 above, the *User* shall be entitled to contact *Storengy* by telephone on +49 172 158 7508, +49 160 743 3180 or +49 151 585 72476 or by email via [sales@storengy.de](mailto:sales@storengy.de) to request *storage products*. or to restore availability without undue delay insofar as is economically reasonable.

### Part III –The Online-auction process

#### Article 9

##### Availability Marketing of *storage products* via *online auctions*

- 9.1** *Storengy* may market *storage products* via *online auctions*, without being obliged to do so.
- 9.2** For each *online auction*, *Storengy* publishes the following documents in the "Next Auctions" area of the *storage portal*:
- the *storage product* sheet; and
  - the *storage contract*
- together with details of the binding-offer period.
- 9.3** The *storage product sheet*, the completed *binding-offer form*, the present *GTOC* and the *GTC* shall form a constituent part of the *storage contract* concluded between *Storengy* and *authorised participants* by way of an *online auction*.

#### Article 10

##### Taking part in *online auctions*

*Authorized Users* may submit *binding offers* for *storage products* on behalf of *authorised participants* by means of *binding-offer forms* provided by *Storengy* and available on the *storage portal*. To submit a *binding offer*, *Authorized Users* must complete the *binding-offer form* in full and submit it to *Storengy* within the *binding-offer period* via the latter's website. By sending in its *binding offer* as detailed on the *binding-offer form*, the *Authorized User* on behalf of the represented *Authorized Participant* agrees that the documents detailed in article 9.3 above shall form a constituent part of the possible *storage contract*.

#### Article 11

##### Acceptance of offers

- 11.1** *Online auctions* are different from 'auctions' within the meaning of Section 156 of the German Civil Code and Section 34(b) of the German Industrial Code.
- 11.2** Upon receipt of an *binding offer* on behalf of an *authorised participant*, *Storengy* shall assess said *binding offer* in accordance with Section 4 of the *GTC*, and shall decide about accepting the *binding offer*. Furthermore, *Storengy* shall reserve the right to reject a *binding offer* on account of the *Authorized Participant* in question not being sufficiently creditworthy within the meaning of clause 5 of the *GTC*.



- 11.3** 11.3 *Storengy* shall confirm receipt of a *binding offer* via an email automatically generated upon the data-saving of the respective *binding offer* which has been successfully effected by actuation of the submission button in the front-end-system of the *storage portal* ("*Automatic Reply*"). The *Automatic Reply* shall be sent to the email address specified by the *Authorized User* in their *user account*. *Storengy* shall not consider any incomplete offers, or any offers received after the binding-offer period has elapsed, nor shall it consider any *binding offers* submitted, which are in breach of the present *GTOC*. Should an *Authorized User* not receive said *Automatic Reply* within 5 minutes as of the submission of its respective *binding offer*, they shall immediately call *Storengy* under +49 30 91 58 11 015 in order to clarify, whether the submitted *binding offer* has been actually saved in the front-end-system of the *storage portal* of *Storengy*.
- 11.4** *Storengy* shall notify all *participants* as to whether their *binding offer* has been accepted or rejected via email sent to the email address specified by the *Authorized User* in the latter's *user account* by no later than the deadline, specified in the according *storage product sheet* (usually no later than 30-60 minutes after the end of a given *online auction*). For *Authorized Participants* whose *binding offers* have been accepted, receipt of this notification email shall constitute formation of a contract regarding a *storage product*. Should *Authorized User* not receive an email within the afore mentioned time period, it shall immediately call *Storengy* under +49 30 91 58 11 015 in order to clarify, whether its respective *binding offer* has been accepted or rejected.
- 11.5** For a period of three (3) *business days* following the end of a given *online auction* *Storengy* shall be entitled to request from *participants* whose *binding offers* have been accepted any and all documentation required to prove their creditworthiness pursuant to clause 5.2 of the *GTC*. *Storengy* shall also have the right to require the *authorized participant* in question to provide appropriate security pursuant to clause 5.3 of the *GTC*. Where said creditworthiness of an *authorized participant* is insufficient or such *authorized participant* is unable to provide said security, *Storengy* may annul the *storage contract* with immediate effect in writing and conduct a new *online auction* regarding the respective *storage product*.
- 11.6** For documentation purposes, once the *storage contract* has been formed pursuant to Article 11.4 above, *Storengy* shall send out the *storage contract* together with the documents specified in Article 9.3 to the *Authorized Participant's* specified email address. The *Authorized Participant* has to sign these documents and return them to *Storengy*. The point in time at which the *storage contract* is concluded shall remain the point in time specified in article 11.4.

## Article 12 Liability

Based on technological developments as they currently stand, it is clearly impossible to build software, data-processing systems and networks which are completely free of errors or malfunctions. *Storengy* shall make every effort to prevent such errors and technical malfunctions.

*Storengy* shall not be liable for any such errors or technical malfunctions. The only instances in which *Storengy* may be held liable shall be those of deliberate actions or gross negligence on the part of *Storengy* itself, its legal representatives, its vicarious agents or its representatives. In the event of breach of contract (primarily non-consideration of an offer on account of discriminatory selection), *Storengy* shall only be liable for compensation in the amount of the typically foreseeable damage. This limitation of liability shall not apply in the case of damage to life and limb.

**Appendix 1: Authorisation template within the meaning of Article 5 (2)**

**Appendix 1** – Authority in respect of the General Terms and Conditions Governing Online Auctions (template)

**[Please transfer this form to the participant's letterhead, complete it in full and submit it to Storengy as per Section 5 of the General Terms and Conditions Governing Online Auctions.]**

Participant's company name:

Participant's trade-register number:

Participant's address:

(Participant's name) hereby authorises (please select one of the following options) the following individual:

1. Name:

2. Position:

to represent (participant's name) in online auctions and, in this capacity, to provide and accept any and all explanations and clarifications, and to take all appropriate and necessary measures in connection therewith. This shall include in particular authorisation to submit, within the *binding-offer period*, *binding offers* for the purpose of concluding *storage contracts* via *online auctions*.

to represent (participant's name) in *online auctions* and, in this capacity, to provide and accept any and all explanations and clarifications, and to take all appropriate and necessary measures in connection therewith. This shall include in particular authorisation to submit, within the *binding-offer period*, *binding offers* for the purpose of concluding *storage contracts* via *online auctions*. (Individual's name) is furthermore authorised to nominate further *users* representing (participant's name) as *authorised users*, to change *authorised users'* status to *users* and/or to delete the according *user account*, e.g. if *user* leaves (participant's name).

*Storengy's* Privacy Policy as defined under <https://www.storengy.de/en/privacy> is applicable.

Place:

Date:

\_\_\_\_\_

Signature of the participant's authorised representative

\_\_\_\_\_

Accepted by: Signature of the authorized participant / *Authorised Participant's Admin*