



STORENGY DEUTSCHLAND GMBH

GENERAL TERMS AND CONDITIONS  
GOVERNING THE BOOKING OF  
ADDITIONAL VIRTUAL STORAGE RATES  
OF STORENGY DEUTSCHLAND GMBH  
(„*GTAVSR*“)

Dated 01.04.2023

## Preliminary Statements

The provisions and/or definitions set out in the General Terms and Conditions of Storengy Deutschland GmbH ("*Storengy*") as of December 1<sup>st</sup>, 2020 for the storage of *gas* and its attachments ("*GTC*"), shall form an integral part of this *GTAVSR* and shall be applicable mutatis mutandis unless otherwise explicitly stated in this *GTAVSR*.

Agreements concerning *Additional Virtual Day-Ahead Storage Rate* ("*AVDASRA-Agreement(s)*") may be concluded with *Storengy* subject to the *Additional Virtual Day-Ahead Product* booking manual, attached to this *GTAVSR* as Attachment 1 ("*AVDASR-Manual*").

Agreements concerning *Additional Virtual Storage Rate* ("*AVSR-Agreement(s)*") may be concluded with *Storengy* subject to the *Additional Virtual Storage Rate Product* booking Manual ("*AVSR-Manual*"), attached to this *GTAVSR* as Attachment 2.

In the event of discrepancies and/or contradictions between the provisions and/or definitions of this *GTAVSR* and the provisions and/or definitions of the *GTC* the provisions of this *GTAVSR* shall prevail.

*AVDASR-Agreements* and/or *AVSR-Agreements* may only be concluded by *storage customers* who have already concluded a *virtual storage contract* with *Storengy* for the *storage(s)* concerned by the intended *AVDASR-Agreement* and/or *AVSR-Agreement* and with a *start date* and/or *end date* prior or simultaneously to the *start date* and/or *end date* of the respective *AVDASR-Agreement* and/or *AVSR-Agreement*. The conclusion of a *AVDASR-Agreement* and/or an *AVSR-Agreement* between *storage customer* and *Storengy* shall not affect the terms and conditions of any *virtual storage contract* of *storage customer*.

Defined terms are set forth in italics. References to the singular include the plural and vice versa unless otherwise explicitly stated or result from the context.

### 1. Prerequisites

Provision of an *Additional Virtual Day-Ahead Storage Rate Product* ("*AVDASR-Product*") and/or an *Additional Virtual Storage Rate Product* ("*AVSR-Product*") shall be subject to the following prerequisites being fulfilled:

- (a) *Storage customer* has concluded a *storage contract* with *Storengy* regarding a *virtual storage product* for *storage(s)* concerned by the intended *AVDASR-Agreement* and/or *AVSR-Agreement* and with a *start date* prior or simultaneously to the envisaged *start date* of the respective *AVDASR-Agreement* and/or *AVSR-Agreement*;
- (b) *Storage customer* has concluded an *AVDASR-Agreement*, subject to the *AVDASR-Manual* and/or an *AVSR-Agreement*, subject to the *AVSR-Manual*;

- (c) *Storage customer* has not agreed with *Storengy* within the *virtual storage contract* to which the respective *AVDASR-Agreement* and/or *AVSR-Agreement* refers on a *nomination* replacement procedure subject to Section III, paragraph 10 of the *operating manual storage*.

## 2. Scope of Service

The *AVDASR-Product* consists of a *firm* additional *virtual injection* and/or *withdrawal rate* that can be used by *storage customer* on a Day-Ahead basis ("*AVDASR*").

The *AVSR-Product* consists of a *firm* additional *virtual injection* and/or *withdrawal rate* that can be used by *storage customer* on a basis different than Day-Ahead basis (excluding Within-Day basis) ("*AVSR*").

## 3. Price

- (a) Provisions applicable to *AVDASR*:

The prices for making available both additional virtual *injection* and *withdrawal* rates are published in *Storengy's* Storage Portal under the Section "Virtual Day-Ahead Capacities" <https://storageportal.storengy.de/storage-information/storage-info/map>

Additionally, to the respective price for the *AVDASR* an operational price shall apply for each MWh (re-)nominated for injection and all further fees (e.g. but not exclusively: transportation fee, conversion neutrality charge, etc.) shall apply for each MWh (re-)nominated for injection and/or withdrawal on the basis of the *AVDASR*. The value for the operational price and all further fees shall be equal to the *operational price* and all further fees within the *virtual storage contract* to which the respective *AVDASR - Agreement* refers.

Each MWh (re-)nominated for injection on the basis of a *AVDASR* shall be considered when determining the cycling as defined under the *virtual storage contract* to which the *AVDASR-Agreement* refers.

- (b) Provisions applicable to *AVSR*:

The prices for making available *AVSR* shall be calculated by *Storengy* upon *storage customer* submitting an *AVSR-Request* according to the *AVSR-Manual* in each case.

Additionally, to the respective price for the *AVSR* an *operational price* shall apply for each MWh (re-)nominated for injection and all further fees (e.g. but not exclusively: transportation fee, conversion neutrality charge, etc.) shall apply for each MWh (re-)nominated for injection and/or withdrawal on

the basis of the *AVSR*. The value for the *operational price* and all further fees (e.g. but not exclusively: transportation fee, conversion neutrality charge, etc.) shall be equal to the *operational price* and all further fees within the *virtual storage contract* to which the respective *AVSR-Agreement* refers.

Each MWh (re-)nominated for injection on the basis of a *AVSR* shall be considered when determining the cycling as defined in the *virtual storage contract* to which the *AVSR-Agreement* refers.

#### 4. Allocation rules

- (a) *AVDASR* and *AVSR* will be allocated on a "first come, first-served" basis
- (b) Conclusion of a *AVDASR-Agreement* shall be effected by *storage customer* receiving, without undue delay, an automatically generated confirmation from *Storengy* on the amount of *AVDASR* allocated and the published price applicable thereto.
- (c) Conclusion of an *AVSR-Agreement* shall be effected by *storage customer* receiving, without undue delay, an offer per e-mail from *Storengy*, containing the quantity of the allocatable *AVSR* and the respective price and *storage customer* sending a confirmation e-mail to *Storengy* accepting the *AVSR* and the corresponding price.

#### 5. Invoicing and payment

- (a) *The AVDASR-Price* and *AVSR-Price* shall be invoiced by *Storengy* to *storage customer* based on the contracted *injection* and/or *withdrawal rates*.
- (b) For invoicing and payment of the *AVDASR* and *AVSR*, Section 12.2 to 12.8 of the *GTC* shall apply, resulting in an invoicing by the 15<sup>th</sup> calendar day following the *gas month* of the provision of the *AVDASR -Product* and/or *AVSR -Product* (subject to subsections 12.2.1 and 12.2.2 of the *GTC*).

#### 6. Amendment

*Storengy* shall have the right to adjust the pricing according to Section 3 and other conditions of this *GTAVSR*. The respective amended *GTAVSR* will be published on *Storengy's* website upon its effectiveness. However, the application of Section 25 of the *GTC* shall remain unaffected.

#### 7. Term and Termination

Each *AVDASR-Agreement* shall come into effect upon *Storengy's* acceptance of the binding offer submitted according to the *AVDASR-Manual*. Such acceptance shall be issued by *Storengy* by sending an automatic e-mail, confirming the binding offer. The provision of the *AVDASR* shall commence upon the *start date* specified therein.

Each *AVDASR-Agreement* shall terminate upon the end of the *gas day(s)* for which the

*AVDASR-Product* was contracted or upon termination of the last *virtual storage contract* of *storage customer* for which the *AVDASR-Product* was contracted, as the case may be.

Each *AVSR-Agreement* shall come into effect upon storage customer's acceptance of the binding offer submitted by *Storengy* according to the *AVSR-Manual*. Such acceptance shall be issued by *storage customer* by sending an e-mail, confirming the binding offer. The provision of the *AVSR* shall commence upon the *start date* specified therein.

Each *AVSR-Agreement* shall terminate upon the end of the last *gas day* for which the *AVSR-Product* was contracted or upon termination of the last *virtual storage contract* of *storage customer* for which the *AVSR-Product* was contracted, as the case may be.

## **Attachment 1: AVDASR-Manual**

### **1. Availability and Offer of AVDASR**

Available AVDASR shall be published every *gas day* at 10:00 a.m. CET/CEST in the public area of Storengy's storage portal under the Section "Virtual Day-Ahead Capacities" <https://storageportal.storengy.de/storage-information/storage-info/map>.

### **2. Contracting of AVDASR**

*Storage customer* can submit an offer to Storengy for the conclusion of an AVDASR-Agreement by filling in all requested information in the online booking mask, as soon as AVDASR are published as available (see Section 1).

Subject to the completion of the online filling mask, the offer for AVDASR shall be deemed bindingly submitted upon clicking on the "Book" button.

Binding offers for contracting AVDASR may only be executed on the *gas day* before the *gas day* for which AVDASR is available.

Multiple binding offers executed on the same gas day for different storages, and AVDASR related thereto are possible.

### **3. Allocation Rules**

Requested AVDASR shall be allocated on a "first come, first served" basis.

## Attachment 2: AVSR-Manual

### 1. Availability and Offer of AVSR

Availability of AVSR shall be checked by Storengy upon request by *storage customer* per e-mail to [operations@storengy.de](mailto:operations@storengy.de) ("AVSR Request"). Storengy shall respond to an AVSR-Request within 1 hour to the full hour including a notification of the respective price applicable to the AVSR if available ("AVSR Binding Offer"). The AVSR Binding Offer shall be binding for the duration of one hour to the full hour ("AVSR Binding Period") as of its receipt by *storage customer*.

### 2. Contracting of AVSR

*Storage customer* can accept Storengy's AVSR Binding Offer by sending an unconditional notice of acceptance via e-mail to [operations@storengy.de](mailto:operations@storengy.de), receipt of which shall be effected within the AVSR Binding Period.

Multiple AVSR-Requests executed on the same *gas day* for different *storages* and AVSR related thereto are possible.

### 3. Allocation Rules

AVSR Binding Offers will be sent by Storengy on a first come, first served basis according to the order of the receipt of the AVSR Requests.