



**Appendix GTC 4:
Supplementary Terms and Conditions
to the General Terms and Conditions
of NEL Gastransport GmbH**

valid for services from 1. October 2012

Clause 1 Incorporation of entry and exit points to a balancing group

- (1) To use Day-Ahead capacity, transport customers shall incorporate entry and exit points during the booking process via the primary capacity platform jointly operated by the transmission system operators to a balancing group.
- (2) In order to make balancing groups available for incorporating entry and exit points on the primary capacity platform jointly operated by the transmission system operators transport customers shall notify the balancing group to NEL Gastransport in written form one (1) working in advance.

Clause 2 Capacity Products

- (1) In addition to the capacity products pursuant to section 9 of the GTC, NEL Gastransport shall also offer limited allocable capacities.
- (2) The limited allocable entry capacity shall enable network access on a firm basis from the booked entry point to one or more agreed exit points in the neighbors gas transportation system. The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour. Where the transport customer withdraws quantities at exit points other than those defined or at variance with the provision in sentence 2 (hereinafter referred to as "Variance"), the limited allocable entry capacity in the amount of the Variance shall be usable on an interruptible basis.

Clause 3 Additional Nomination Modes

Additional to the standard nomination mode according to Section 13a of the GTC, NEL Gastransport offers additional nomination modes on demand.

Clause 4 Transfer of Capacity Contracts

Transfers of entry or exit contracts to a third party pursuant to Section 19 No. 1 and 3 GTC are only effective in relation to NEL Gastransport if they are communicated to NEL Gastransport no later than five (5) working days in advance in accordance with Section 40 No. 2 GTC or submitted for approval and approval is granted.

Clause 5 Prices

The capacity price [€/kWh/h/a] shall be the price to be paid by the transport customer in accordance with the currently valid NEL Gastransport TARIFF INFORMATION for entry capacity at an entry point or for exit capacity at an exit point.

Clause 6 Rendering of Accounts and Payment

- (1) The provision of entry and exit capacity shall be invoiced in advance in monthly instalments, at prices in accordance with Section 1, Item 1 and 2, and Section II and III of the NEL Gastransport TARIFF INFORMATION. The transport customer shall make said payments by the tenth (10th) working day following receipt of the invoice.
- (2) The increased fee for capacity overrun in accordance with Section I, Item 3 of the NEL Gastransport TARIFF INFORMATION shall be billed on a monthly basis in arrears. The transport customer shall make said payments by the tenth (10th) working day following receipt of the invoice.
- (3) The place of performance for payments shall be the administrative headquarters of NEL Gastransport. Payments shall be deemed to have been made in a timely manner if the amounts in question have been credited to an account of NEL Gastransport within the periods specified in this Clause.

This document is a convenience translation of the German original. In case of discrepancy between the English and the German versions, the German version shall prevail.