



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

valid for services from 1. October 2013

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

- (1) To use Day-Ahead capacity, shippers 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 shippers shall notify the balancing group to NEL in written form one (1) working in advance.

### **Clause 2            Limited allocable capacity**

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 The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour.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 The energy quantity in kWh of the gas injected and withdrawn in accordance with sentence 1 must be the same in each hour.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

### **Clause 3            Announcement of the portfolio of capacities**

Information about the data format of the announcement of the portfolio of capacities to be submitted in accordance with Section 12 Item 15 of the GTC will be given upon request.

### **Clause 4            Additional Nomination Modes**

Additional to the standard nomination mode according to Section 13a Item 2 sentence 6 of the GTC, NEL offers additional nomination modes on demand.

## **Clause 5            Transfer of Capacity Contracts**

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

## **Clause 6            Prices**

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

## **Clause 7            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 TARIFF INFORMATION. The invoicing of entry and exit capacity which has been booked after the invoicing in accordance to Sentence 1 shall be settled separately ex post. The shipper shall make said payments by the tenth (10<sup>th</sup>) working day following receipt of the invoice.
- (2) The increased fee for capacity overrun in accordance with Section I, Item 3 of the NEL TARIFF INFORMATION shall be billed on a monthly basis in arrears. The shipper shall make said payments by the tenth (10<sup>th</sup>) working day following receipt of the invoice.
- (3) The place of performance for payments shall be the administrative headquarters of NEL. 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 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.