

**General Terms and Conditions for the public Capacity**  
**Allocation Procedure 2-2019**

for the Haidach Natural Gas Storage Facility

**GSA LLC**

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## 1. PREAMBLE

GSA LLC, Office 807, Novocheryomushkinskaya street, 65, Moscow, Russian Federation (“GSA”) is planning to offer Storage Capacities in the Underground Natural Gas Storage Facility Haidach, Republic of Austria (“UGS Haidach”) to interested third parties on a transparent and non-discriminatory basis (“Capacity Allocation Procedure”).

## 2. SUBJECT OF CAPACITY ALLOCATION PROCEDURE

2.1. During this Capacity Allocation Procedure the potential Storage Customers (“Storage Prospects”) can make a Binding Request and conclude a store-or-pay Storage Service Agreement with GSA for the Storage Services mentioned in Article 2.2 below on the basis of the standard contractual framework published on the Storage Portal of GSA at [www.gsa-services.ru](http://www.gsa-services.ru).

2.2. Within the scope of this Capacity Allocation Procedure GSA solely offers the following products as defined in Annex 2 to the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility (“GTC”) published on the Storage Portal (“Storage Specification”):

### 2.2.1 Unbundled Products – GSAPack Add:

In addition to already contracted Bundled Products interested third parties may bindingly request the following Unbundled Products for storage of Natural Gas during the period of seven (7) months starting from September 1<sup>st</sup>, 2019, 06.00hrs (CET) through April 1<sup>st</sup>, 2020, 06.00hrs (CET) as GSAPack Add option:

- a) GSAPack Add - Working gas volume: a maximum capacity of 77 million m<sup>3</sup> of Working Gas Volume is offered in 77777 Working Gas Volume Unbundled Units 1000 m<sup>3</sup> each. The minimum of 5000 of Working Gas Volume Unbundled Units can be booked unless only a lower quantity is available;
- b) GSAPack Add - Withdrawal rate: a maximum of 39999 m<sup>3</sup>/hour of Withdrawal Capacity is offered in 93020 Withdrawal rate Unbundled Units 0,43 m<sup>3</sup>/hour each.

2.3. Within the scope of this Capacity Allocation GSA intends to allocate the above mentioned Storage Capacities for the period starting from September 1<sup>st</sup>, 2019, 06.00hrs (CET) through April 1<sup>st</sup>, 2020, 06.00hrs (CET) on a transparent and nondiscriminatory basis using an auction procedure (“Auction”).

2.4. The Provider shall have the right to conduct the Auction without indication of any Minimum Storage Fee and to reject any Binding Request in case the Storage Fee declared there by the Storage Prospect is below reasonable level of profitability for the Provider. This does not create any obligation for the Provider to accept any Binding Request and to conclude a Storage Contract at any storage fee declared by Storage Prospects during the Auction. For the avoidance of doubt, the Auction is conducted in a non-discriminatory manner and the rejection of the Binding Requests can be made only on the basis of the level of profitability and/or availability of the Storage Capacity and/or in case the Storage Prospect does not comply with the General Terms and Conditions for the public Capacity Allocation Procedure.

2.5. During the Auction the Storage Prospect shall declare in the Binding Request for Auction Stage the storage fee to be paid by the Storage Prospect for each of the requested products described in Art. 2.2 (“Binding Storage Fee Offer”) in case the Storage Prospect concludes a Storage Agreement in accordance with these General Terms and Conditions for the public Capacity Allocation Procedure including the stipulations of Article 2.4. above.

2.6. GSA specifically points out that this Capacity Allocation Procedure is limited to the allocation of Storage Capacity. Related issues, particularly transportation, if any, to and from the Delivery Point of UGS Haidach - the Network Interconnection Point USP Haidach, EIC Code: 21Z000000000125Z and/ or entry/exit “Speicher Haiming 3-Haidach, EIC Code 37Z000000007357L -, shall have to be verified by the Storage Prospects separately, and shall have to be coordinated with the Neighbouring Network Operators.

2.7. Subject to Article 7 one or more request(s) for Storage Capacity exceeding the periods and/or maximum capacities quoted in this Art. 2 infringe(s) upon these General Terms and Conditions of Capacity Allocation Procedure, and bars the respective Storage Prospect from participation in this Capacity Allocation Procedure at any rate.

2.8. All documents relevant to Capacity Allocation Procedure shall be published on the internet on the UGS Haidach Storage Portal [www.gsa-services.ru](http://www.gsa-services.ru). Changes, if any, to these General Terms and Conditions for Capacity Allocation Procedure will also be published for the Storage Prospects on the internet on the Storage Portal. Storage Prospects are obligated to stay abreast of possible changes.

2.9. GSA reserves the right to terminate this Capacity Allocation Procedure at any time.

### 3. COURSE OF ACTION OF CAPACITY ALLOCATION PROCEDURE

3.1 This Capacity Allocation Procedure is made up of the following stages:

- a) Registration Stage;
- b) Auction Stage.

3.2 The registration stage runs from July 22, 2019, 12.00hrs (CET) until and including August 13, 2019, 15.00hrs (CET) (“Registration Stage”). During this period, Storage Prospects potentially requesting the Storage Capacities shall register on the Storage Portal at [www.gsa-services.ru](http://www.gsa-services.ru), and subsequently submit their application documents and provide Financial Security in accordance with Article 26 of the GTC as described further in Article 4.

3.3 The auction stage runs from August 14, 2019 12.00hrs (CET) until and including August 15, 2019, 12.00hrs (CET) (“Auction Stage”). During this period, Storage Prospects shall bindingly request their desired Storage Capacities by filling in and sending the form of Binding Request – Auction Stage including Binding Storage Fee Offer on the Storage Portal at [www.gsa-services.ru](http://www.gsa-services.ru).

#### 4. REGISTRATION OF STORAGE PROSPECTS

4.1 During the Registration Stage, each Storage Prospect shall fulfil the following requirements:

4.1.1 The Storage Prospects shall register on the Storage Portal by filling in and sending the registration form (“Registration Form”) on the Storage Portal at [www.gsa-services.ru](http://www.gsa-services.ru) not later than August 2, 2019, 12.00hrs (CET).

4.1.2 The Storage Prospects shall provide Financial Security in accordance with the provisions of Article 26 of the GTC. Subject to Article 26.2 of the GTC the Storage Prospects shall transfer a deposit amount to the following bank account of GSA:

Account No. 40702978594000008930 at Bank GPB (JSC) Mailing address of the bank: 16, Building 1, Nametkina St., 117420, Moscow, Russia SWIFT Code: GAZPRUMM Correspondent account: 30101810200000000823 with the Main Branch of the Central Bank of the Russian Federation for the Central Federal District, Moscow BIK: 044525823 Transaction reference to be mentioned: DEPOSIT FOR ALLOCATION 2019

Subject to Article 26.2 of the GTC the amount of the Financial Security to be deposited as mentioned above is 60000,00 EUR.

The amount of deposit shall be credited to the above mentioned bank account of GSA with the value date not later than August 13, 2019.

4.1.3 The Storage Prospects shall submit the documents listed in points a) through e) below in accordance with Article 8.1 hereof; the complete documents must be received by GSA by express mail within the Registration Stage, i.e., not later than August 13, 2019 15.00hrs (CET):

a) thoroughly completed and signed Proof of Authorisation form as provided in Attachment 1; for avoidance of doubt this is in addition to online registration at the Storage Portal in accordance with Article 4.1.1 above;

b) thoroughly completed and signed contact data form pursuant to Attachment 2;

c) the Storage Prospect's certificate of commercial registration, issued no more than three (3) calendar months.

d) Declaration and Chart pursuant to Article 7.3.

e) the Storage Prospects that meet the requirements of Article 26.2 of the GTC shall provide a certified copy of audited annual financial statement for the financial year, immediately preceding this Capacity Allocation Procedure, with respect of which the audited annual financial statements are available.

4.2 For the avoidance of doubt, registration of the Storage Prospect shall not create any binding obligations for the Storage Prospect or GSA.

4.3 During this Capacity Allocation Procedure, the Storage Prospects shall promptly report to GSA any changes affecting the contents of the documents listed in Article 4.1.3.

4.4 If a Storage Prospect does not provide Financial Security according to Article 4.1.2 and/or if the documents listed in Article 4.1.3 hereof are not filed in due form and/or in due time, any Binding Request of the respective Storage Prospect will not be considered in the scope of this Allocation Procedure and the Storage Prospect is barred from participation in the Auction Stage.

4.5 Storage Prospects shall be fully liable for all damages and losses resulting from incorrect or false documents.

4.6 If the contents of the documents listed in Art. 4.1.3 are not completed exhaustively and conclusively, i.e., in particular, if disclosures are not made truthfully, and if GSA becomes aware of this fact only after conclusion of a Storage Services Agreement with the Storage Prospect, GSA reserves the right to terminate without notice and without legal consequences any contract that has been entered nonetheless. Furthermore, GSA is authorized to claim damages if any and/or is entitled to keep the amount deposited by this Storage Prospect according to Article 4 as Financial Security if such amount is sufficient to cover such damages.

## 5. BINDING OFFERS OF STORAGE PROSPECTS

5.1 In the Auction Stage, the Storage Prospects registered in accordance with Article 4 above are only allowed to submit their Binding Requests via the Storage Portal at [www.gsa-services.ru](http://www.gsa-services.ru) as described in Article 3 hereof.

5.2 A request is a Binding Request only if, subject to Article 7.3 hereof, the respective dates, amount of requested Storage Capacities and/or Binding Storage Fee Offers are adhered to in accordance with Article 2, and if the requirements of the GTC are met (“Binding Request”). If this is not conformed to, the respective request will not be considered in the scope of the Auction Stage and the Storage Prospect is barred from participation in the Auction Stage.

5.3 By submitting its Binding Request, each Storage Prospect acknowledges and confirms that the submission of a Binding Request constitutes a legally binding declaration of intent that the Storage Prospect is required to adhere to, and that establishes the rights and duties set forth in these conditions. By submitting its Binding Request, the Storage Prospect, therefore, explicitly agrees to the right of GSA to keep the Financial Security by this Storage Prospect according in order to cover damages as it is described in Clause 4.6 above.

## 6. ACCEPTANCE OF THE BINDING REQUEST

6.1 Binding Request shall not create an unconditional obligation to acceptance for GSA. Acceptance to the Binding Requests shall only be made by GSA in accordance with the conditions set forth in this General Terms and Conditions for the public Capacity Allocation Procedure. The Provider shall have the right to reject in a non-discriminatory manner any Binding Request in case the Storage Prospect does not comply with the General Terms and Conditions for the public Capacity Allocation Procedure or the Storage Fee declared there by the Storage Prospect is below reasonable level of profitability for the Provider as it is mentioned in Article 2. Acceptance to the Binding Request shall constitute a binding agreement between GSA and Storage Prospect for the Storage Capacity requested in accordance with Article 7 of the GTC.

6.2 The allocation of Storage Capacity shall be subject to the amount of the Binding Storage Fee Offer; i.e. the Binding Request with a higher Binding Storage Fee Offer being preferred. The Binding Requests shall be ranked subject to the Binding Storage Fee Offer, starting with the highest Binding Storage Fee Offer (merit order list).

GSA will accept the Binding Request to the extent that all other Binding Requests with a higher amount of Binding Storage Fee Offer have been accepted already and

that the Storage Capacity quoted for in the Binding Request is still available and the Binding Storage Fee Offer is not below a reasonable level of profitability for GSA as mentioned in Article 2.4.

Should the Storage Capacity quoted for in the Binding Request no longer be available the Storage Prospect for the Binding Request to be considered will be invited to provide an offer for a Storage Services agreement for the remaining Storage Capacity, which the respective Storage Prospect may accept within a period of two (2) business days. Should the Storage Prospect for the Binding Request to be considered not accept this invitation within the said period, GSA is free to offer and award this storage capacity outside this Capacity Allocation Procedure.

## 7. AFFILIATED COMPANIES

7.1 Binding Requests submitted by companies belonging to the same corporate group („Affiliated Companies“) are possible.

7.2 "Affiliated Company" shall mean in relation to any Storage Prospect:

- (a) a company which beneficially owns or controls, directly or indirectly, more than fifty percent (50 %) of the voting stock of the Storage Prospect;
- (b) a company of which more than fifty percent (50 %) of the voting stock is beneficially owned or controlled, directly or indirectly, by that Storage Prospect; or
- (c) a company of which more than fifty percent (50 %) of the voting stock is beneficially owned or controlled, directly or indirectly, by a company which also beneficially owns or controls, directly or indirectly, more than fifty percent (50 %) of that Storage Prospect; For the purpose of the above definition, “control” shall mean the ability – either alone or together with another entity (“Joint Control”) – to direct the affairs of another company by way of ownership of shares or quotas, by-laws, contract or howsoever; “controls” and “controlled” shall be construed accordingly.

7.3 Each Storage Prospect shall state in a declaration if there are or not Affiliated Companies potentially participating in this Capacity Allocation Procedure and a chart specifying the holding structure of the Storage Prospect up to the ultimate parent company (“Declaration”) as well as all the Affiliated Companies potentially taking part in this Capacity Allocation Procedure (“Chart”). Non-applicant affiliated companies in the direct line from the ultimate parent company to the Storage Prospects in the group shall be specified in the Chart.

The Declaration and the Chart shall be submitted to GSA together with a confirmation (in English) language on the accuracy of the Chart.



7.4 In case Affiliated Companies submit Binding Requests the time limits and maximum Storage Capacities as defined in Article 2 shall apply to the sum of the Binding Requests submitted by the Affiliated Companies accordingly.

## 8. MISCELLANEOUS

8.1 All documents, records and declarations that the Storage Prospects will submit during this Capacity Allocation Procedure on the basis of these General Terms and Conditions of Capacity Allocation Procedure shall be directed in writing by express mail only to:

GSA LLC Reference - Capacity Allocation Procedure 2-2019 - Office 807, Novocheryomushkinskaya street, 65, Moscow, Russian Federation.

8.2 Unless otherwise agreed, correspondence between the Storage Prospects and GSA shall be conducted exclusively in English language.

8.3 GSA is providing the Storage Prospect the opportunity to raise questions regarding this Capacity Allocation Procedure. Questions should be solely sent to the following e-mail address: [allocation2019@gsa-services.ru](mailto:allocation2019@gsa-services.ru)

8.4 The Storage Prospects shall bear all costs arising from participation in this Capacity Allocation Procedure.

8.5 Any cooperation of the Storage Prospects, either direct or indirect, in order to influence the result of this Capacity Allocation Procedure (collusive behavior) is prohibited and will lead to the disqualification of the involved Storage Prospects.

8.6 GSA is directing Storage Prospect's attention to the fact that the GTC contains a "Use it or Lose it"-agreement, in the Article 12.

8.7 GSA will inform each of the successful Storage Prospects about the acceptance of its Binding Request immediately after the Auction Stage and acceptance of the Binding Request by GSA in accordance with Article 6. 8.8 No later than August 21, 2019, GSA will publish a notice on the result of the Capacity Allocation Procedure on the Storage Portal stating the total amount of storage capacity allocated. The details of each Storage Agreement (parties, volumes, prices etc.) shall not be published.

8.9 In case no Storage Capacity was allocated to the Storage Prospect the amount of Financial Security shall be returned to the bank account of the respective Storage Prospect not later than October 1, 2019.

8.10 GSA offers Storage Capacity on a transparent and nondiscriminatory basis to interested third parties and will, therefore, also take measures to document the



capacity allocation mechanism. If Energy-Control Austria lawfully examines the execution of this Capacity Allocation Procedure, each Storage Prospect shall cooperate with GSA to allow GSA to provide to Energy-Control Austria all relevant documentation related to the non-discriminatory basis of this Capacity Allocation Procedure.

8.11 The GTC, particularly Article 31 of the GTC applies to the processing of confidential data.

8.12 Subject to mandatory statutory regulations, liability of GSA in accordance with this Capacity Allocation Procedure is excluded except for cases of intentional damage. GSA shall not be held liable – except for cases of intentional damage – for any case of indirect, secondary or mere economic loss, regardless of when and why they occurred. Mandatory statutory liability provisions remain unaffected by the aforesaid limitations. All claims resulting from this Capacity Allocation Procedure shall become time-barred within six (6) months after occurrence of the occasion leading to damage.

8.13 These General Terms and Conditions of Capacity Allocation Procedure, and the rights and duties established by them are subject to the law of the Federal Republic of Germany, with the principles of conflict of laws being excluded. Application of the uniform laws for international sale of goods as well as for conclusion of international sales contracts – both dated July 17, 1973 – and the United Nations Convention of Contracts dated April 11, 1980, is excluded. All disputes shall be settled in compliance with Article 34 of the GTC.

8.14 These General Terms and Conditions for Capacity Allocation Procedure comprise the complete provisions for this Capacity Allocation Procedure. To this extent, the rights and duties of GSA and of the Storage Prospects are exclusively established in these General Terms and Conditions of Capacity Allocation Procedure. The following, in descending order, are integral parts of this Capacity Allocation Procedure:

- a) these General Terms and Conditions of Capacity Allocation Procedure including their Annexes and Attachments;
- b) the Storage Service Agreements including their Annexes and Attachments;
- c) the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility and their Annexes and Attachments.

No other conditions apply between GSA and the Storage Prospect, even when not specifically objected to.

In case of deviations and/or contradictions between the provisions of these General Terms and Conditions for Capacity Allocation Procedure 2-2019 and the provisions of the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility and their Annexes and Attachments the provisions of the General Terms and Conditions for Capacity Allocation Procedure 2-2019 shall prevail.

8.15 The Attachments to these General Terms and Conditions for Capacity Allocation Procedure 2-2019 are an integral part to the latter.

8.16 These General Terms and Conditions of Capacity Allocation Procedure 2-2019 are only available in English language.

**Attachment 1 - Proof of Authorisation:**

**Storage Prospect:**

Company Name*	
Country*	
City*	
Address*	
P.O. box	
Website	

**Authorised Contact Person:**

Name*	
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Surname*	
Position*	
Phone*	
Mobile	
E-mail*	
Fax*	

**Proof of Authorisation:**

The Storage Prospect is obligated to provide to the Storage Service Provider the information completely and truthfully. Fields designated by a (\*) asterisk are mandatory fields and shall be completed by the Storage Prospect in any case.

The Storage Prospect further acknowledges the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility including all Annexes and Attachments and the General Terms and Conditions of the Capacity Allocation Procedure 2-2019, each in their most current version to be available on the Storage Portal of UGS Haidach [www.gsa-services.ru](http://www.gsa-services.ru).

By affixing its signature the company to be registered declares that the prospective Authorised Contact Person is authorised and is fully empowered to launch a capacity inquiry and to make a booking.

\_\_\_\_\_  
Authorised Representative of the Storage Prospect  
Name, Position

\_\_\_\_\_  
Authorised Contact Person of the Storage Prospect  
Name, Position

**Attachment 2 - Contact Data Form**

*The following form defines all relevant communication channels to ensure that the Storage Prospect is available within 24 hours each calendar day of a calendar year. The Storage Prospect is free to expand the information reg. contact person and/or communication channel. However, the ranking of the telephone numbers shall be defined by the Storage Prospect. The form is deemed to be completed if the Storage Prospect has filled in all relevant data and has deleted this text in italic.*

**Address of the Storage Prospect:**

Company Name	
Street, building	
Post Code, City	

Country	

**Operations (24h availability):**

First Name, Last Name	
Position	<i>(Dispatcher)</i>
Telephone	
E-mail	
Fax	

**Data transfer:**

First Name, Last Name	
Position	<i>(IT Specialist)</i>
Telephone	
E-mail	
Fax	