

## Appendix 1

### GTCS

General terms and conditions for storage  
at Swedegas' natural gas storage

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## 1 INTRODUCTION

These terms and conditions constitute Swedegas' general terms and conditions for Storage and constitute Appendix 1 to the Storage Contract between Swedegas and the Storage Customer.

Changes and amendments to these terms and conditions are only valid if they are made in writing and signed by both Parties.

In case of a conflict between the terms in the Storage Contract and these terms and conditions, the Storage Contract shall prevail.

## 2 DEFINITIONS

- *Additional Input Capacity*: input capacity in excess of the Primary Input Capacity, provided to the Storage Customer per Storage Hour.
- *Additional Offtake Capacity*: offtake capacity in excess of the Primary Offtake Capacity, provided to the Storage Customer per Storage Hour.
- *Agreed Storage Space*: the storage space assigned to the Storage Customer, expressed in kWh Upper Calorific Value, as agreed by Swedegas and the Storage Customer. If there is no such agreement, no Agreed Storage Space will be available to the Storage Customer.
- *Appendix*: an appendix to the Storage Contract.
- *Balance Administrator*: the party who, by agreement with the System Balance Administrator, has undertaken financial responsibility for ensuring that the National Natural Gas System is inputted with as much Natural Gas as is offtaken at offtake points.
- *Balance Administrator for the Storage*: the System Balance Administrator, or, if someone other than the System Balance Administrator, the Balance Administrator who by agreement with Swedegas has undertaken the physical responsibility for the physical difference between the measured quantity of Natural Gas at the Storage Point and the quantity of Natural Gas at the Storage Point that has been allocated to other Storage Customers.
- *Bar*: ISO 1000 specifies a definition of megapascal (Mpa). 1 bar is equivalent to 0.1 Mpa. Unless stated otherwise, bar is also specified in bar over atmospheric pressure. The suffix (a) indicates absolute pressure.

- *Day*: calendar day.
- *Density*: the ratio of mass to volume.
- *Input Point*: the point at which Natural Gas is inputted into the Natural Gas System.
- *Kilowatt-hour (kWh)*:  $3.6 \times 10^6$  joules.
- *Maximum Storage Space*: in accordance with the stipulations in Appendix 2.
- *Megawatt-hour (MWh)*:  $3.6 \times 10^9$  joules.
- *Metering System*: a generic term relating to equipment required for metering Natural Gas.
- *National Natural Gas System*: all Natural Gas Pipes in Sweden that can transmit Natural Gas inputted at Input Points.
- *Natural Gas*: natural gas, biogas or gas from biomass and other gases that can technically be transmitted in the National Natural Gas System.
- *Natural Gas Density*: the ratio of Natural Gas mass to volume at a pressure of 1.01325 bar (a) and a temperature of 0 °C.
- *Natural Gas Pipe*: a pipeline, metering and/or regulating station, line valve station, cleaning device station and compressor station.
- *Natural Gas System*: Swedegas' Natural Gas Pipes.
- *Normal Cubic Meter (Nm<sup>3</sup>)*: one normal cubic meter relates to 1 cubic meter of Natural Gas at a pressure of 1.01325 bar (a) and a temperature of 0 °C.
- *Party/ Parties*: either Swedegas or the Storage Customer / both Swedegas and the Storage Customer.
- *Primary Input Capacity*: the input capacity per Storage Hour allocated to the Storage Customer in connection with the execution of the Storage Contract.
- *Primary Offtake Capacity*: the offtake capacity per Storage Hour allocated to the Storage Customer in connection with the execution of the Storage Contract.
- *Quality Specifications*: the specifications set forth in the Storage Contract.

- *Relative Density*: the ratio of the Density of Natural Gas to the Density of dry air.
- *Storage*: storage of Natural Gas in the Storage Facility.
- *Storage Account*: the Storage Customer's available quantity of Natural Gas, expressed in energy based on the allocations as set forth in section 3.5.
- *Storage Contract*: the contract between Swedegas and the Storage Customer regarding Storage, to which these terms and conditions constitute an Appendix.
- *Storage Customer*: a Balance Administrator and/or the System Balance Administrator who has the right to use space in the Storage Facility through a Storage Contract.
- *Storage Day*: a period of 24 Storage Hours, starting at 6am on one Day and continuing until 6am on the following Day. A Storage Day is 23 Storage Hours when switching from standard time to summertime, and 25 Storage Hours when switching from summertime to standard time.
- *Storage Facility*: a facility for Storage of Natural Gas in Skallen in the municipality of Halmstad.
- *Storage Hour*: a 60-minute period commencing at 6am every Storage Day and ending at 7am on the same day, or a corresponding 60-minute period commencing from the start of one of the other Storage Hours of the Storage Day.
- *Storage Month*: a period commencing at 6am on the first Day in a calendar month and continuing until 6am on the first Day of the subsequent calendar month.
- *Storage Period*: as set forth in the Storage Contract.
- *Storage Point*: a point at which Swedegas delivers Natural Gas to or receives Natural Gas from the Storage Customer.
- *Storage Space*: quantity expressed in kWh Upper Calorific Value.
- *Storage Week*: a period commencing at 6am on the first Day in a calendar week and continuing until 6am on the first Day of the subsequent calendar week.

- *Storage Year*: a period comprising twelve consecutive Storage Months, commencing at 6am on 1 May in every calendar year.
- *System Balance Administrator*: the party allocated overall responsibility for ensuring the short-term balance between input and offtake of Natural Gas in the National Natural Gas System.
- *Total Input Capacity*: as specified in Appendix 2.
- *Total Offtake Capacity*: as specified in Appendix 2.
- *Upper Calorific Value*: the amount of heat developed on full combustion of 1 Nm<sup>3</sup> of Natural Gas after heating or cooling to a temperature of 25 °C and under a pressure of 1.01325 bar (a), and with the combustion products cooled to 25 °C and with the water occurring during combustion condensed to a liquid state and with the combustion products containing the same total quantity of water vapour as Natural Gas and air prior to combustion.
- *Upper Wobbe Index*: the ratio of Upper Calorific Value to the square root of the Relative Density.
- *Unused Storage Space*: the part of the Agreed Storage Space that is not used by the Storage Customer.
- *Weekday*: any Day that is not Sunday, any other general public holiday, Saturday, Midsummer's Eve, Christmas Eve or New Year's Eve.

### **3 TERMS AND CONDITIONS FOR STORAGE**

#### **3.1 Storage space**

Swedegas will provide the Storage Customer with the Agreed Storage Space in the Storage Facility, with associated capacities for input and offtake. Stored Natural Gas will be stored in the Storage Facility together with other parties' Natural Gas. Swedegas is entitled to use a part of the Storage Facility to be able to operate the storage operations in a safe, reliable and efficient manner. This must take place without restricting the Storage Customer's access to the Agreed Storage Space.

#### **3.2 Swedegas' obligations**

As regards to the Storage Customer's use of the Agreed Storage Space, Swedegas shall

- notify the Storage Customer every Storage Week of any technical or other obstacle that exist or are expected to occur that prevents input or offtake;
- report approved storage nomination under section 3.4, such as planning values to the Storage Customer and the System Balance Administrator;
- input Natural Gas into or offtake Natural Gas from the Storage Facility in a quantity equivalent to the aggregated value of allocations under section 3.5;
- maintain on behalf of every Storage Customer a Storage Account of the customer's inputs, offtakes and resulting storage balance in accordance with allocations made under section 3.5;
- ensure that there is a Balance Administrator for the Storage, and
- report distributions under section 8, such as balance settlement values to the Storage Customer and the System Balance Administrator.

The obligation to input or offtake Natural Gas into/from the Storage Facility is only applicable if the necessary physical and technical conditions for input or offtake are present. If such physical and technical conditions are not present, Swedegas is entitled to postpone or reduce inputs and offtakes temporarily until the necessary physical and technical conditions for the measures are in place again.

Input and offtake of Natural Gas into/from the Storage Facility may take place in order to comply with official decisions from or measures ordered by the authorities in accordance with applicable laws or regulations.

If Swedegas, at any stage, is incapable of ensuring that there is a Balance Administrator for the Storage, the Storage Customer must be notified of this without delay.

### **3.3 The Storage Customer's obligations**

During the Storage Period, the Storage Customer, unless it is a System Balance Administrator, is obliged to have a valid balancing agreement with a System Balance Administrator.

If the Storage Customer uses the Agreed Storage Space, the customer is obliged every Storage Day to perform a storage nomination of the quantity of Natural Gas that is to be inputted into or offtaken from the Storage Facility by Swedegas, on behalf of the Storage Customer, during every Storage Hour of the following Storage Day in accordance with the, at each time, applicable information procedures in Appendix 5. Storage nomination of inputted quantities must reflect possible fulfilment of filling requirements according to Appendix 6.

### 3.4 Nomination

#### 3.4.1 In general

At the Storage Point, Natural Gas allocated in accordance with an approved storage nomination can be exchanged with another Balance Administrator in accordance with an approved exchange nomination. For such an exchange to take place, the other Party to the exchange must have an approved Storage Contract and nominate exchange in accordance with the provisions therein.

The net of approved storage nominations and exchange nominations shall constitute planned input into or offtake from the Storage Facility in the Storage Customer's supply plan submitted by the Balance Administrator to the System Balance Administrator. If no exchange nomination is submitted, the storage planning submitted in the supply plan will be regarded as the storage nomination.

#### 3.4.2 Storage nomination

Storage nomination shall always take place within the Storage Customer's Agreed Storage Space and shall, to the extent possible, observe the obstacles on which Swedegas has provided information under section 3.2. Storage nomination shall take place in accordance with applicable information procedures in Appendix 5.

The Storage Customer's storage nomination for input or offtake may exceed the Primary Input Capacity or Primary Offtake Capacity respectively. The excess, if approved by Swedegas, constitutes Additional Input Capacity when exceeding the Primary Input Capacity, or Additional Offtake Capacity when exceeding the Primary Offtake Capacity.

As soon as possible after receipt of the storage nomination, Swedegas shall decide whether or not the storage nomination is approved. The Storage Customer's storage nomination may be rejected or reduced, inter alia due to

- (i) overdrafts of the Agreed Storage Space;



- (ii.) there being an insufficient quantity of stored Natural Gas in the Storage Account for the relevant nomination;
- (iii.) failure to comply with an applicable Quality Specification;
- (iv.) announced audits or other technical and physical conditions;
- (v.) maintenance in accordance with section 5;
- (vi.) emergency supply restrictions required by official decisions from authorities;
- (vii.) a situation beyond Swedegas' control as set forth in section 11.

Approved storage nominations are binding upon approval.

If a storage nomination cannot be approved, the Storage Customer shall be notified of the reasons for the rejection. Accordingly, Swedegas shall also specify whether the storage nomination is to be rejected entirely or approved to a reduced extent. The nominated quantity of Natural Gas shall be considered to be the quantity after such an adjustment.

### 3.4.3 Exchange nomination

Exchange nomination per Balance Administrator's counterparty at Storage Points shall take place in accordance with applicable information procedures in Appendix 5.

Exchanges for Storage Hours nominated with different values by the relevant Balance Administrators shall be handled as follows:

- a) If the two Balance Administrators both have nominated either input or offtake, i.e. the same measure, but with different quantities, the lower quantity will be used.
- b) If the Balance Administrators have nominated different measures, i.e. one has nominated input and the other offtake the exchange will be zero (0).
- c) If only one of the parties has nominated an exchange, the nominated exchange will also be introduced automatically for their counterparty as well.

Zero (0) is to be regarded as a nominated quantity. If the other party has nominated a quantity of zero (0), the rule in a) above is accordingly applicable.

Approved exchange nomination per Storage Hour is in accordance with the above rules if any of these have been applied and in other cases equal to the nominated quantity.

Changes to an exchange nomination can only be made if such a change is made at least two Storage Hours before the Storage Hour for which the change is sought.

#### 3.4.4 Storage renomination

After the storage nomination under section 3.4.2, the Storage Customer has the opportunity to make storage renominations of input into and offtake from the Storage Facility, provided that such a storage renomination is made as soon as possible, and at least three (3) Storage Hours before the first sought change of input or offtake in the approved storage nomination. The same approval procedure applies to both storage renominations and storage nominations. Approved storage renominations are binding from the time specified in the notification and replaces, where applicable, the approved storage nomination under section 3.4.2.

When Swedegas has notified the Storage Customer of an adopted storage renomination, the approved storage nomination under section 3.4.2 is the approved nomination with the adjustments in the approved storage renomination.

#### 3.4.5 Times for storage nomination and storage renomination

Swedegas has the right to set the times at which storage nomination and storage renomination can take place, including the deadlines for such nominations.

### 3.5 Allocation of input into and offtake from the Storage

#### 3.5.1 Allocation without restrictions

The Storage Customer's Storage Account shall be credited or debited with the quantity of Natural Gas inputted or offtaken by the approved storage nomination.

However, the paragraph above will not apply in the situations set forth in sections 3.5.2, 3.5.3 and 3.5.4 below.

### 3.5.2 Allocation in the event of a superior decision on input or offtake

If input into or offtake from the Storage Facility takes place as a consequence of such a measure set forth in section 3.2, penultimate paragraph, the actual quantity of Natural Gas inputted or offtaken shall be distributed in accordance with what may have been prescribed for the measure in question. If the distribution does not follow from the measure, the actual quantity of Natural Gas inputted or offtaken, insofar as it is not covered by approved storage nominations, shall be distributed between the relevant Storage Customers and credited or debited to the Storage Customers' Storage Accounts in accordance with the second and third paragraphs.

Unutilised Storage Space for the Storage Customer in relation to the sum of unutilised space for all Storage Customers at the time of input constitutes the basis for distribution of the inputted Natural Gas at the time of input. If this results in an overdraft of the Agreed Storage Space, the exceeding input quantity is allocated to the Balance Administrator for the Storage Facility.

The resulting Storage balance for the Storage Customer in relation to the sum of the resulting Storage balances for all Storage Customers at the time of offtake constitutes the basis for the distribution of the offtaken Natural Gas at the time of offtake. If this results in a negative Storage balance, the deficit is allocated to the Balance Administrator for the Storage facility.

### 3.5.3 Allocation in the event of obstacles

If a Storage Customer's input or offtake of Natural Gas in accordance with an approved storage nomination is interrupted or reduced as a consequence of such a situation set forth in section 11, Swedegas is entitled to distribute the actual quantity of inputted or offtaken Natural Gas proportionally between the affected Storage Customers and to credit or debit the Storage Customers' Storage Accounts in accordance with the distribution set forth in the second and third paragraphs.

Distribution of inputted Natural Gas between the affected Storage Customers shall be made in relation to each of the affected Storage Customer's approved storage nomination for input.

Distribution of offtaken Natural Gas between the affected Storage Customers shall be made in relation to each of the affected Storage Customer's approved storage nomination for offtake.

### 3.5.4 Allocation in the event of Storage Customer's possible non fulfilment of filling requirements

The possible fulfilment of filling requirements according to Appendix 6 will be monitored by Swedegas using actual Storage Account, required filling and an accumulation of a Storage Customer's projected forward input capacity preceding the filling requirement. If the monitoring result poses a possible risk of the Storage Customer not fulfilling a filling requirement Swedegas has the right to allocate inputted quantity in excess of nominated inputted quantity. The total inputted quantity to be allocated to the Storage Account will be restricted to the Storage Customer's available input capacity as notified by Swedegas.

### 3.6 Allocation of exchange at Storage Points

Allocation of exchange consists of an approved exchange nomination.

### 3.7 Allocation of balance-related input and offtake at storage points

Allocation of balance-related input and offtake at Storage Points per Storage Hour involves the net of approved storage nomination and approved exchange nomination for the same Storage Hour.

## 4 SUSPENSIONS OR RESTRICTIONS

Swedegas has the right to suspend the planned input into and planned offtake from the Storage Facility immediately and without prior notification if

- (i) there is a risk of injury or significant damage to property; or
- (ii) Swedegas deems or fears that the necessary safety or licence permits are not met or may potentially not be met; or
- (iii) Swedegas has been ordered by an authority or System Balance Administrator to take action which changes the conditions for the planned input or offtake.

Under no circumstances may the stoppage continue for longer than is required by the measure.

## **5 AUDITING AND MAINTENANCE**

Major audits of the Storage shall chiefly be done at times when the need for offtake from the Storage Facility is deemed to be at a minimum. The Storage Customer shall be notified of the time for the audit in good time before it commences.

If any other need for maintenance work arises during the Storage Year, Swedegas shall provide notification of these and indicate the time of its performance. Such information shall be provided as soon as possible given the circumstances. In this respect, Swedegas shall observe the Storage Customer's need for access to the Agreed Storage Space.

Swedegas will decide alone whether there is any need to audit or conduct maintenance work on the Storage Facility.

## **6 QUALITY SPECIFICATIONS**

### **6.1 Quality determination**

The Natural Gas will undergo the quality determination at Storage Points and at other Input Points than the Storage Points.

The quality determination of Natural Gas at Storage Points will take into consideration the composition, physical properties and Upper Calorific Value.

### **6.2 Requirements for delivered Natural Gas**

The Storage Customer shall ensure that the Natural Gas it inputs at Input Points, for transfer by Swedegas to a Storage Point, is compliant with the Quality Specifications.

Swedegas shall ensure that the Natural Gas it delivers at Storage Points is compliant with the Quality specifications, provided that the Natural Gas inputted by the Storage Customer to Swedegas at Input Points is compliant with the Quality Specifications.

### **6.3 Inadequate quality on input to Swedegas**

If the Storage customer is aware of or suspects that the Natural Gas to be inputted to Swedegas at Input Points fails to meet the Quality Specifications, the Storage Customer shall immediately notify Swedegas of this, including the

expected scope, nature and duration of the deviation. The Storage Customer shall also immediately undertake the necessary measures to remedy the situation.

If the Natural Gas that is to be inputted to Swedegas at Input Points does not meet the Quality Specifications, Swedegas does not have to accept the Natural Gas until documentation has been submitted confirming that the Natural Gas is compliant with the Quality Specifications.

If Swedegas has received Natural Gas at Input Points that does not meet the requirement in the Quality Specifications without the Storage Customer's providing information in that regard and/or Swedegas has not accepted to receive the Natural Gas, the Storage Customer is obliged to pay damages under section 15 of these terms and conditions.

#### **6.4 Inadequate quality on delivery**

If Swedegas is aware of or suspects that the Natural Gas to be delivered at Storage Points fails to meet the Quality Specifications, Swedegas shall immediately notify the Storage Customer of this, including the expected scope, nature and duration of the deviation. Swedegas shall also immediately undertake the necessary measures to remedy the situation.

If the delivered Natural Gas does not meet the requirements in the Quality Specifications without Swedegas prior information on this, Swedegas is obliged to pay damages under section 15 below.

### **7 METERING AT STORAGE POINTS**

The metering of physically transmitted Natural Gas at Storage Points will be done in accordance with the, at each time, applicable regulation from the relevant authority.

Swedegas is responsible for the metering and the reporting at Storage Points and shall provide a Metering System that is compliant with the, at each time, applicable standards and governmental regulations. The Metering System shall be used in accordance with Swedegas' quality system and gas-metering-manual. The gas metering manual must include the limits within which metering and accordingly the quantity determination is deemed to be correct.

The Metering System shall be documented with test logs and records where incidents relating to the Metering System shall be recorded.

Determination of the quantity of Natural Gas shall relate to volume, specified in Nm<sup>3</sup>, for every Storage Hour. The quantity expressed in kWh will also be calculated with volume and associated Upper Calorific Value.

## 8 REPORTING

The at each time applicable regulation issued by the authorities will be applied for the reporting and supplemented with any additional reporting as specifically agreed between Swedegas and the Storage Customer or, where applicable, agreed between Swedegas and the Balance Administrator for the Storage.

In the reporting for Storage Customers that are not Balance Administrators for the Storage Facility, the basis for the distribution of the transmitted quantity of Natural Gas at Storage Points to or from the Storage facility per Storage Hour is the quantity of Natural Gas allocated under section 3.5.

For Storage Customers that are also Balance Administrators for the Storage Facility the difference between the measured quantity in the Storage Point and the aggregated quantity of Natural Gas that is allocated in accordance with the previous paragraph is reported per Storage Hour.

Exchange at a Storage Point is reported in accordance with an approved exchange nomination.

Balance-related input and offtake at Storage Points are reported to the System Balance Administrator.

At the request of the Storage Customer, Swedegas can report the Storage Customer's balance in their Storage Account at the end of every Storage Day in accordance with articles 9.9, 10 and 11 of the Commission Implementing Regulation (EU) no. 1348/2014.

Swedegas shall submit to the Storage Customer by the 15th of every Storage Month a preliminary list of inputted and offtaken Natural Gas during the previous Storage Month together with the balance of stored Natural Gas that the Storage Customer has left in the Storage Facility according to its Storage Account on the final Storage Day of the previous Storage Month.

## 9 BILLING AND PAYMENT

For the services provided by Swedegas under the Storage Contract, the Storage Customer shall pay Swedegas' at each time applicable charges. The charges are published on the Swedegas website on the Internet, [www.swedegas.se](http://www.swedegas.se).

Swedegas shall at the latest on the fifteenth (15th) Weekday invoice the Storage Customer for the charges pertaining to the previous Storage Month.

The invoice amount shall be paid within fifteen (15) Days of the invoice date. If the due date is not a Weekday, payment shall be made on the next subsequent Weekday. Payment shall be made to an account designated by Swedegas.

If an error is discovered in an invoice, the error shall be adjusted within thirty (30) Days, provided that a request has been submitted by either Party within two (2) Storage Months of the billing date.

Disagreement between the Parties in respect of an invoice does not entitle the Storage Customer to withhold payment. If it is obvious that the invoice amount is unreasonable, however, the concerned Party is entitled to withhold payment in respect of the part of the invoice amount that is unreasonable.

If the Storage customer has not made payment on the due date, Swedegas is entitled to late-payment-interest corresponding to the Swedish Riksbank's reference interest rate plus eight (8) percentage points from the due date until payment is made. Swedegas is also entitled to reimbursement for the costs associated with the delay, such as costs for written payment reminders, debt collection costs and other costs for enforcement of the payment obligation.

If Swedegas has reason to suspect that the Storage Customer will not fulfil its payment obligations, Swedegas is entitled to request acceptable security or advance payment for the continued Storage.

Payment shall be made in Swedish kronor (SEK).

## 10 SUSPENSION OF STORAGE

If the Storage customer does not pay charges that are due and the delay is not minor, Swedegas has the right to entirely or partly suspend the Storage Customer's input and offtakes. Swedegas also has the right to entirely or partly suspend the Storage Customer's input or offtake if the Storage customer, in any other aspect, are in material breach of the Storage Contract, such as failing to



comply with Swedegas' request for the provision of acceptable security or advance payment under section 9 above.

The Storage Customer shall be given reasonable time to remedy the breach of contract after being notified about it before suspension takes place. However, suspension due the Storage Customer's failure to put up the requested security or to make the advance payment under section 9 can be effected immediately.

If input or offtake have been suspended, it will only be resumed after the Storage Customer has met its obligations under the Storage Contract and payment has been made for Swedegas' costs due to the suspension and resumption.

The Storage Customer is also obliged to pay all charges pertaining to the period when input or offtake has been suspended under the first paragraph above.

## **11 IMPEDIMENTS TO THE FULFILMENT OF THE STORAGE CONTRACT**

A Party is not obliged to fulfil the Storage Contract if performance is made significantly more difficult due to impediments outside that Party's control.

Such impediments include extraordinary natural forces, absence of necessary permits for the performance of the Storage Contract, regulatory actions or interventions by governments or other authorities (regardless of whether or not the interventions are legal), court decisions, hostile actions, war or war-like events, blockades, uprisings or riots, epidemics, earthquakes, landslides, lightning strikes, fire, extraordinary storms, tidal waves or floods, civil or military unrest, explosions, breakdowns or operational disruptions to installations, machinery or pipelines, a reduction in storage options, obstacles or delays in transmission pathways, maritime accidents, accidents at sea or extensive operational disruptions both within and outside Sweden's borders or any other impediment not caused by the Party that significantly impacts the performance of the Storage Contract that the Party could not have predicted and which adverse effect the Party could not reasonably have eliminated, provided that the Party affected by the impediment has exercised all the care that should be taken under international natural gas practice.

Such impediments include labour disputes (e.g. strikes, lockouts, withdrawals of labour contrary to contract) regardless of whether they are within the control of a Party and such labour disputes shall be resolved at the discretion of the Parties involved, including by means of decisions relating to employment law.

Impediments set forth above, along with the associated suspension of obligations, also includes impediments that have affected the Party's supplier, sub-supplier or subcontractor, provided that the cause is attributable to any such impediment set forth above and that the impediment also is outside the control of any such supplier, sub-supplier or subcontractor and could not reasonably have been predicted or eliminated by it.

If the authorities or the System Balance Administrator, pursuant to the Natural Gas Act, requests that Swedegas should restrict or suspend the transmission of Natural Gas to or from the Storage Facility, it is to be regarded as an impediment.

A lack of funds is not regarded as an impediment to the performance of the Storage Contract.

A Party that wishes to invoke any impediment to the performance of the Storage Contract shall notify the other Party of this immediately. When submitting information to the other Party on the nature of the impediment, the Party invoking the impediment shall also provide information on the situation's expected duration. The Party invoking an impediment shall take reasonable action to fulfil its obligations and shall, if possible, eliminate the cause of the invoked impediment or its impact on the performance of the Storage Contract as soon as possible

A reduction in or suspension of performance under this section does not give right to an extension of the Storage Contract or a right to rescind the Storage Contract.

## **12 IMMEDIATE TERMINATION**

Either Party has the right to terminate the Storage Contract with immediate effect if:

- a) the other Party materially breaches the Storage Contract and does not remedy such breach within fourteen (14) Days of a written request for remedy, or
- b) the other Party enters into an arrangement with its creditors or liquidation, fails to duly settle a non-disputed promissory note or other non-disputed obligation or otherwise is presumed to be insolvent.

A material breach under section a) above is for example repeated late payments or a failure to comply with Swedegas' request for security under section 9 above.

### 13 EFFECTS OF THE STORAGE CONTRACT'S EXPIRY

The Storage Customer shall offtake the Natural Gas it has stored in the Storage Facility before the expiration of this Storage Contract and do so with regard to the Agreed Output Capacity. Storage nomination relating to such final output shall be submitted to Swedegas no less than fifteen (15) Days before the expiration of the Storage Contract.

If the Storage Customer still has stored Natural Gas in the Storage Facility at the expiration of the contract, Swedegas shall in such a case primarily transfer the Storage Customer's remaining quantity of stored Natural Gas to another existing storage contract with the Storage Customer. Such a transfer shall be made if and to the extent that any such other storage contract has sufficient unused Storage Space for such a transfer to that storage contract to be made.

If it is not possible to transfer the entire remaining quantity of stored Natural Gas to another storage contract between the Parties upon expiry of the Storage Contract, the Storage Customer is obliged to transfer all remaining stored Natural Gas to Swedegas. The transfer shall be effective at the end of the final Storage Hour under the contract, and the transferred quantity of Natural Gas shall be credited by Swedegas to the Storage Customer on the final invoice. For the transferred Natural Gas Swedegas shall pay the at each time corresponding price for the Natural Gas set forth in Appendix 3. The ownership of the remaining quantity of stored Natural Gas is thereby transferred from the Storage Customer to Swedegas.

### 14 CONFIDENTIALITY

The Parties undertake to not disclose confidential information to any third party that the Parties has received from the other Party during or in connection to the Storage Contract, as well as any other information – of technical, commercial or other nature – regardless of whether or not the information has been documented, with the exception of

- (i) information that is already in the public domain or enters the public domain in a manner other than through a breach by a Party of these confidentiality provisions;
- (ii) information that a Party can prove that it was already aware of before it received it from the other Party; and
- (iii) information that a Party has received or will receive from a third party without being bound by a confidentiality obligation in relation to the third party.

However, in such a case set forth in (iii) above, the receiving Party is not entitled to disclose to external parties that the same information also has been received from the other Party under the Storage Contract.

Notwithstanding the confidentiality obligation above, each Party is entitled to disclose information

- (i) to an authority to the extent that the authority is entitled to have access to the information in its performance of its official authority; or
- (ii) to the extent a Party is obliged to disclose information under the Public Access to Information and Secrecy Act or other applicable law; or
- (iii) to the System Balance Administrator to the extent that it is necessary for the Party to be able to fulfil its obligations under the Storage Contract; or
- (iv) to the extent that the disclosure of information is necessary in order to enforce the rights of the Party in arbitration or court proceedings; or
- (v) for the handling of insurance matters and as documentation in relation to the taking of loans.

## 15 DAMAGES

Each Party is only entitled to compensation from the other Party for losses due to breach of contract, restrictions or other disruptions to Storage if this was caused by the other Party's negligence. The right to compensation does not include pure economic loss or, in the event of personal injury or property damage, consequential losses.

Under no circumstances is a Party liable for any losses suffered by the other Party as a consequence of insufficient quality determination, reporting, etc. if such deficiencies are due to the other Party or a third party failing to submit the correct information within the prescribed time.

The Storage Customer shall indemnify Swedegas for compensation that Swedegas is ordered to pay to its employees, the Storage Customer's employees, its own customers and suppliers in accordance with a settlement or judgement relating to the Storage Customer's failure to fulfil its obligations in accordance with the Storage Contract. To be entitled to compensation for such a claim from a third party, Swedegas shall notify the Storage Customer of the claim as soon as possible and give the Storage Customer the opportunity to defend against the claim on behalf of Swedegas. Before such a claim is settled Swedegas must obtain the approval of the Storage Customer.

A Party is always obliged to undertake reasonable action in order to limit its losses. If this is neglected, the compensation may be reduced in a corresponding extent.

The injured Party shall notify the other Party of its claims for compensation on the above basis within thirty (30) Days of the loss being incurred. If a Party does not give such a notification the Party loses its right to compensation for the loss.

Payment of compensation under this section does not affect the obligation to pay the other charges under the Storage Contract, and the compensation shall be calculated independently of such charges.

It should be noted that the Parties could have agreed upon other limitations to Swedegas' liability; e.g. in respect of damage to property.

## **16 OTHER PROVISIONS**

### **16.1 Notifications**

All notifications under these terms and conditions shall be submitted to the other Party in writing by letter, fax or email. Matters of an extraordinary nature shall be verified immediately by the sending Party by a letter which receipt is confirmed by the receiving Party.

### **16.2 Transfer, etc.**

A Party is not entitled to transfer or pledge all or a part of its rights or obligations under this Storage Contract without the other Party having first given its written approval. Such consent may not be unreasonably withheld.

Even if consent has been obtained in accordance with the paragraph above, Agreed Storage Space can only be transferred to a third party if the Natural Gas stored by the Storage Customer in the transferred part of the Agreed Storage Space also is included in the transfer. Nor can the Natural Gas stored by the Storage Customer be transferred without a corresponding part of the Agreed Storage Space being included in the transfer.

## **17 VALIDITY, ETC.**

### **17.1 The terms and conditions entry into force etc.**

These terms and conditions will enter into force at 6am on 2020-05-01. These terms and conditions will apply until further notice.

### **17.2 The Storage Contract's entry into force etc.**

The Storage Contract enters into force upon authorised signing by the Parties and is in force throughout the Storage Period. The Storage Contract will terminate automatically, without prior notice, at the end of the Storage Period. The Storage Customer has the right to terminate this Storage Contract with one (1) Storage Months' notice of termination if the terms and conditions have been amended in accordance with the first paragraph of section 17.3 below. Such a termination shall be made in writing.

It should be noted that either Party may terminate the Storage Contract with immediate effect under the terms specified in section 12 above.

### **17.3 Amendments**

With the exception of the second paragraph below, Swedegas is entitled to amend and make additions to the Storage Contract including to these terms and conditions. Swedegas shall notify the Storage Customer of such amendments no later than 30 Days before they enter into force.

However, Swedegas cannot amend charges already agreed upon for a given Storage Year.

Notwithstanding the above, Swedegas is always, without prior notification and during the current year, entitled to amend charges due to altered taxes or charges imposed by the authorities.