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## GENERAL TERMS AND CONDITIONS

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the

### **RWE GAS STORAGE WEST GMBH**

RWE Platz 4

45141 Essen

with registered office in Essen, registered in the commercial register of the Essen local court under HRB 30782

- hereinafter referred to as **"RGSW"** -

for access to the hydrogen storage facilities operated by RGSW

Status: 29/04/2025

Draft Version dated 29/04/2025 (for consultation)

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## Part 1 General

### 1. Scope of application

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to storage contracts of RGSW regarding access to the hydrogen storage facilities of RGSW and storage of hydrogen in the hydrogen storage facilities of RGSW.
- 1.2 Storage access and the storage of hydrogen shall be based on a concluded storage contract and these GTC, including the Annexes "Storage Fees", "Technical Framework Conditions", "Operation and Nomination", "Balancing" and "Credit Screening" as part of these GTC in accordance with Section 30.
- 1.3 The integration of any general terms and conditions of the storage customer is hereby expressly rejected.

### 2. Definitions

- 2.1 In the storage contract and the GTC terms are used that are listed and defined in the following paragraph (Section 2.2.). In the text of the storage contract and the GTC, these terms are indicated in italics. In addition to Section 2.2, further definitions may be defined in the storage contract and in these GTC.

- 2.2 **"Working gas volume"** means the volume in Nm<sup>3</sup> of the storage facility that can be used for hydrogen storage and that RGSW maintains for use by the storage customer.

**"Withdrawal capacity"** means the contractually agreed capacity in Nm<sup>3</sup>/h for withdrawal of hydrogen volumes stored in the storage facility, which RGSW maintains for use by the storage customer.

**"Booking period"** means the period between the start and end of the booking. Start of the booking is the point in time agreed in the storage contract between the storage customer and RGSW. The end of the booking is the point in time at which the booking period agreed in the storage contract ends.

**"Injection capacity"** means the contractually agreed capacity in Nm<sup>3</sup>/h for the injection of hydrogen volumes to be stored in the storage facility, which RGSW maintains for use by the storage customer.

**"Gas day"** means the period from 06:00 a.m. CET of a calendar day to 06:00 a.m. CET of the following calendar day.

**"Planned measures"** are measures to carry out maintenance (servicing, inspection and repair) as well as measures to carry out new constructions, modifications or extensions to storage facility installations.

**"Off-spec H<sub>2</sub> volumes"** means hydrogen volumes that do not meet the technical requirements with regard to hydrogen quality or pressure ratios in accordance with the Annex "Technical Framework Conditions".

**"Directive (EU) 2024/1788"** means Directive (EU) 2024/1788 of the European Parliament and of the Council of June 13, 2024 on common rules for the internal markets in renewable gas, natural gas and hydrogen, amending Directive (EU) 2023/1791 and repealing Directive 2009/73/EC.

**"Storage Facility"** means the physical facilities of RGSW for the storage of hydrogen consisting of above-ground and underground facility components.

**"Storage withdrawal point"** means the ownership boundary between the *storage facility* and the adjacent hydrogen network relevant for withdrawal. The applicable ownership boundaries are defined in the respective storage connection agreement between RGSW and the hydrogen network operator.

**"Storage injection point"** means the ownership boundary between the *storage facility* and the adjacent hydrogen network relevant for injection. The applicable ownership boundaries are defined in the respective storage connection agreement between RGSW and the hydrogen network operator.

**"Storage capacities"** means the capacities consisting of *working gas volume*, *withdrawal capacity* and *injection capacity* that RGSW maintains for use.

**"Storage"** means the injection, withdrawal and storing of hydrogen.

**"Disruptions"** are unscheduled interruptions or other unscheduled irregularities regarding the *storage* or unscheduled interruptions or other unscheduled irregularities in the provision or take-over of hydrogen for injection or withdrawal.

**"Regulation (EU) 2024/1789"** means Regulation (EU) 2024/1789 of the European Parliament and of the Council of 13 June 2024 on internal markets in renewable gas, natural gas and hydrogen, amending Regulations (EU) No 1227/2011, (EU) 2017/1938, (EU) 2019/942 and (EU) 2022/869 and Decision (EU) 2017/684, and repealing Regulation (EC) No 715/2009.

## Part 2 Booking procedure outside of tenders

### 3. Storage Request

- 3.1 Apart from tenders in accordance with Section 6, a storage contract for available *storage capacities* shall be concluded in accordance with the procedure described below.
- 3.2 Available *storage capacities* shall be published in advance on the RGSW website as "bookable capacities". If a storage product requested by a potential storage customer is not published on the RGSW website, RGSW shall check upon the storage customer's request whether the requested storage product can be offered.
- 3.3 The potential storage customer shall be entitled to submit both a binding and a non-binding storage request to RGSW. The request shall be sent to RGSW in text form. An e-mail shall be sufficient.
- 3.4 Binding requests can only be made for the standard storage products published on the RGSW website including the respective published fees to be paid on the basis of the published standard storage contract together with these GTC and the associated annexes. If these requirements are not complied with, requests shall be non-binding. This also applies to requests that are expressly marked as non-binding.
- 3.5 RGSW requires the following information for a binding request: Contact details (company, contact person, address, telephone, e-mail), name of the *storage facility*, specification of the desired individual services in m<sup>3</sup>/h or m<sup>3</sup> or number of combined services as well as specification of the *booking period* (start and end of booking). Furthermore, RGSW shall require the data specified in Section 15 in conjunction with § 1 of the Annex "Credit Screening". The binding request shall constitute a binding offer by the potential storage customer. RGSW shall confirm receipt of the binding request to the potential storage customer in text form, stating the date of receipt (confirmation of receipt).
- 3.6 The potential storage customer shall be bound by its offer to conclude a storage contract for a period of fourteen (14) working days from receipt of the binding request by RGSW (commitment period).
- 3.7 After receipt of the binding request, RGSW shall check the conditions for the capacity allocation according to Section 4. In the event of a capacity allocation by RGSW, RGSW shall accept the binding request within the commitment period pursuant to Section 3.5 by sending a storage contract already signed by RGSW to the storage customer; sending the signed storage contract by e-mail shall be sufficient. The storage customer shall return the contract countersigned by the

storage customer for documentation purposes within ten (10) working days. The countersigned contract may be sent digitally/electronically or by postal service.

- 3.8 If the requirements of Section 4 are not met and RGSW does not allocate any capacity in part or in full, RGSW shall reject the potential storage customer's request in text form with a corresponding justification.
- 3.9 If the request of the potential storage customer is not a binding request within the meaning of Section 3.4, sentence 1 and Section 3.5, but a non-binding request, RGSW shall verify the availability of the requested capacities. RGSW shall inform the potential storage customer about the possibilities of allocating the requested storage capacities. The non-binding request may be converted into a binding request by the potential storage customer, taking into account Section 3.4, sentence 1 and Section 3.5 or into a binding offer of RGSW. In the event of a binding offer by RGSW, Sections 3.6 and 3.7 shall apply accordingly.

#### 4. Capacity allocation

- 4.1 Capacity allocations are only made for binding requests in accordance with Section 3.4, sentence 1 and Section 3.5.
- 4.2 The conditions for capacity allocation are the following:
- 4.2.1 *Storage capacities* must be freely available, i.e. non-contracted for the *booking period* requested by the potential storage customer as of the allocation time and
  - 4.2.2 the potential storage customer must have submitted a binding request pursuant to Section 3.4, sentence 1 and Section 3.5 and
  - 4.2.3 the credit screening of the potential storage customer pursuant to Section 15 must be positive.
- 4.3 *Storage capacities* shall be allocated to several potential storage customers in the temporal order of the receipt of the binding requests from the potential storage customers.
- 4.4 If RGSW receives the binding requests according to Section 3.4, sentence 1 and Section 3.5 within one calendar day and the available *storage capacities* are not sufficient to cover these requests, the *storage capacities* shall be allocated according to the following criteria:
- (a) Binding requests from potential storage customers for longer *booking periods* are to be considered with priority of corresponding binding requests with shorter *booking periods*.

- (b) If several binding requests from potential storage customers equally fulfill the above criterion, the binding requests from storage customers with an earlier booking start date shall be considered with priority.

## 5. Lead times

- 5.1 The following lead times apply for binding requests to conclude a storage contract:
  - 5.1.1 A binding request for a storage contract with a term of less than one (1) month may be issued at the earliest one month before the start of the *booking period* foreseen in the storage contract.
  - 5.1.2 A binding request for a storage contract with a term of less than one (1) year but at least one (1) month may be issued at the earliest three (3) months prior to the start of the *booking period* foreseen in the storage contract.
  - 5.1.3 Binding requests for storage contracts with a term of one (1) year or longer may be issued without any lead time.
- 5.2 For the system-related processing of the storage contract, the storage contract must be concluded no later than ten (10) working days before the start of the *booking period* foreseen in the storage contract in accordance with Section 3.5, sentences 1 and 2. Otherwise, the storage customer may use the *storage capacities* ten (10) working days after the conclusion of the contract the first time, irrespective of the foreseen start of the booking period. The necessity of communication tests remains unaffected.

## Part 3 Tenders

### 6. Tenders

RGSW reserves the right, in deviation from the provisions of these GTC, in particular in deviation from Sections 3 - 5, to allocate available *storage capacities* in a public tender/auction after a corresponding announcement, in particular if the demand is greater than the available capacities. In this case, RGSW shall provide information on the implementation of the tender procedure and its framework conditions on its homepage.

## Part 4 Storage contract

### 7. Subject of the storage contract

- 7.1 Upon conclusion of a storage contract, the contracting parties shall enter into a binding agreement on the essential contractual conditions of storage booking and use on the basis of these GTC and their components.



- 7.2 With the conclusion of a storage contract between RGSW and the storage customer, RGSW shall maintain for the storage customer the storage capacities pursuant to the storage contract for the *booking period*.

All RGSW capacity and volume figures are specified in m<sup>3</sup> (*working gas volume*) or m<sup>3</sup>/h (*injection capacity, withdrawal capacity*) and refer to standard cubic meters. Figures in MWh (*working gas volume*) or kWh/h (*injection capacity, withdrawal capacity*) are for information purposes only and are calculated using the upper calorific value of hydrogen of 3.54 kWh/Nm<sup>3</sup>.

A storage contract may have a *booking period* of at least one (1) *gas day* and a maximum of fifteen (15) years.

- 7.3 RGSW shall be obliged to take over the hydrogen volumes nominated by the storage customer pursuant to Section 12 and provided for injection at the *storage injection point*, to inject them and to make them available again at the *storage withdrawal point* within the scope of the nominated withdrawal.
- 7.4 The storage customer shall be entitled to use the *storage capacities* maintained by RGSW pursuant to Section 7.2 in compliance with the provisions of the Annex "Technical Framework Conditions".

The storage customer shall be obliged to provide the hydrogen volumes nominated for injection at the *storage injection point* in accordance with Section 12 and to take over the hydrogen volumes nominated for withdrawal at the *storage withdrawal point* from RGSW. The storage customer shall only be entitled to withdraw the hydrogen volumes which it has injected prior to withdrawal or which have been transferred to it by other storage customers within the same *storage facility*.

All transfers or takeovers of hydrogen volumes take place simultaneously and with the same energy content.

- 7.5 When hydrogen gas volumes are provided and taken over for injection or withdrawal subject to Sections 7.3 and 7.4, the transfer of risk shall take place at the *storage injection* or *withdrawal point* respectively.
- 7.6 During *storage*, the storage customer's hydrogen volumes may be mixed with other hydrogen volumes in the *storage facility*. The quantity of hydrogen can be taken over and made available together with other volumes of hydrogen by mixing the volumes in a uniform hydrogen flow. The hydrogen does not have to be identical. The

hydrogen stored by the storage customer as working gas remains in the co-ownership of the storage customer.

- 7.7 Physical storage access does not include the injection and withdrawal capacities in the adjacent transportation network. The contracting of these capacities for the transportation of hydrogen requires a separate contractual agreement between the storage customer and the adjacent network operator.

## 8. Fees

The storage customer shall be obliged to pay the storage fees determined in the storage contract for the contracted storage products taking into account the Annex "Storage Fees" to RGSW.

## 9. Technical framework conditions

- 9.1 The use of the *storage capacities* provided by RGSW is subject to technical restrictions. The applicable technical requirements and the provisions in the event of non-compliance with the necessary technical requirements by the storage customer are set out in the Annex "Technical Framework Conditions". The Annex "Technical Framework Conditions" contains, among other things, provisions on the injection and withdrawal characteristic lines, the switching times of the *storage facility* and the requirements for the employment of the *working gas volume* as well as requirements for the hydrogen quality and the pressure conditions.
- 9.2 In the event that the storage customer provides *off-spec H<sub>2</sub> volumes* for injection at the *storage injection point*, RGSW shall be entitled to reject the takeover of the *off-spec H<sub>2</sub> volumes* in whole or in part. In this case, the storage customer shall immediately adjust its nomination at this *storage injection point* accordingly, and reduce the further provision of the *off-spec H<sub>2</sub> volumes* at this *storage injection point* accordingly. The other rights and obligations of the contracting parties shall remain unaffected.
- 9.3 In the event that RGSW provides *off-spec H<sub>2</sub> volumes* at the *storage withdrawal point*, the storage customer shall be entitled to reject the takeover of the *off-spec H<sub>2</sub> volumes* in whole or in part. In this case, the storage customer shall immediately adjust its nomination at this *storage withdrawal point* accordingly. In this case, RGSW shall immediately reduce the provision of the *off-spec H<sub>2</sub> volumes* at this *storage withdrawal point* accordingly. The other rights and obligations of the contractual partners shall remain unaffected.
- 9.4 The contractual partners shall inform each other without delay of any deviations from the requirements for the hydrogen quality and/or pressure ratios required in

accordance with the Annex "Technical Framework Conditions" of which they become aware and which are relevant for the execution of the storage contract.

- 9.5 If RGSW reasonably and prudently estimates that the *storage facilities*, the safety of operation, the rights of third parties or the security of supply are likely to be significantly impaired due to non-contractual behavior of the storage customer, RGSW shall be entitled to reduce or terminate the storage access to the extent that this is suitable to eliminate the irregular situation. Furthermore, RGSW may demand the installation of technical measures at the expense of the storage customer insofar as this is necessary to comply with the contractual provisions. If the technical measures become necessary due to non-contractual behavior of the storage customer and other storage customers for the same *storage facility*, RGSW shall allocate the costs for the installation of these technical measures pro rata in proportion to the amount of the respective maintained *working gas volume* to the affected storage customers, who shall bear these costs.

## 10. Revocation of storage capacities

- 10.1 In the case of storage contracts with a term of five (5) years or more, RGSW shall be entitled to revoke from the storage customer the *storage capacities* held available under the storage contract in whole or in part and to allocate them to a third party if no firm *storage capacities* are available in the *storage facility* for the period requested by the third party and the storage customer has not used the *storage capacities* bindingly requested by a third party pursuant to Sections 3.4, sentence 1 and 3.5 in whole or in part in a period of the last twelve (12) months prior to the receipt of the request.
- 10.2 RGSW shall notify the storage customer of the imminent revocation of *storage capacities* in text form at least two (2) months prior to the commencement of the revocation, stating the commencement, duration and scope of the capacity revocation. The storage customer shall confirm receipt of the notification to RGSW in text form stating the date of receipt.
- 10.3 Section 10.1 shall not apply if the storage customer objects within a period of fifteen (15) working days after receipt of the notification from RGSW and proves to RGSW a justified interest in using the *storage capacities* concerned. A legitimate interest in using the capacities shall exist in particular if the storage customer requires the relevant *storage capacities* in the relevant period to fulfill contractual obligations or exercise contractual rights.
- 10.4 Upon expiry of the objection period specified in Section 10.3 or upon receipt by the storage customer of a notification in text form from RGSW rejecting an unjustified objection, the contractual partners shall be released from their mutual obligations with regard to the revoked *storage capacities*. The storage customer shall confirm

receipt of the notification rejecting the objection to RGSW in text form, stating the date of receipt.

## **11. Filling level at the of the booking period**

- 11.1 The storage customer shall be obliged to ensure that within the scope of withdrawal it has completely taken over the hydrogen volumes previously injected for it or transferred to it within the *storage facility* from other customers pursuant to Section 18 at the end of the *booking period*. Should the storage customer fail to comply with the requirements pursuant to sentence 1 in due time and should hydrogen volumes remain in the *storage facility* of RGSW at the end of the *booking period*, RGSW shall remunerate the storage customer for the remaining hydrogen quantity pursuant to the Annex "Storage Fees". In this case, the storage customer's (co-)ownership of the hydrogen volumes remaining in the *storage facility* at the end of the *booking period* shall be transferred from the storage customer to RGSW.
- 11.2 Should the storage contract be terminated without notice in accordance with Section 23 of these GTC, the Storage Customer shall be granted a period of time within which it must fulfill the obligations specified in Section 11.1. Section 23.4 shall apply in this respect.
- 11.3 If the storage customer is unable to fulfill the obligations specified in Section 11.1 due to force majeure pursuant to Section 21 or for a reason for which RGSW is responsible, it shall have the right of subsequent fulfillment within a reasonable period of time agreed between the storage customer and RGSW after the end of the storage contract. Section 11.1 sentence 3 shall not apply in this case.
- 11.4 In order to fulfill the rights and obligations of the Storage Customer in Sections 11.1 - 11.3, hydrogen volumes may be transferred between several Storage Customers in accordance with Section 18.

## **Part 5 Operational processing**

### **12. Nomination**

The storage customer shall be obliged to nominate the hydrogen volumes to be taken over by RGSW for injection and the hydrogen volumes to be provided for withdrawal in accordance with the provisions of the Annex "Operation and Nomination".

### **13. Allocation**

Provisions for the allocation of the hydrogen volumes taken over hourly by RGSW from the storage customer for injection or provided hourly by the storage customer for withdrawal at the *storage injection* or *withdrawal points* are set out in the Annex "Balancing".

## 14. Interruption of interruptible capacity usage

Pursuant to the storage contract, RGSW shall be entitled to interrupt the use of the interruptible *injection/withdrawal capacity* at the respective *storage facility* partially or completely to the extent necessary.

## Part 6 Financial processing

### 15. Credit screening

RGSW shall carry out a credit assessment procedure, the rules of which are set out in the Annex "Credit Screening". This may make it necessary for the storage customer to provide collateral.

### 16. Invoicing and payment

- 16.1 The fix storage fees according to Annex "Storage Fees" in connection with the respective storage contract shall be invoiced monthly for the current month (billing month). For this purpose, the respective fix storage fee is first calculated down to a fix storage fee per calendar day and then multiplied by the number of calendar days of the respective billing month. As a result, the amount of the monthly invoice varies with the number of calendar days in a billing month. Invoices shall be issued by the fifth (5th) calendar day on the basis of the *storage capacities* maintained in accordance with the respective storage contract.
- 16.2 The variable storage fee according to Annex "Storage Fees" in connection with the respective storage contract shall be invoiced monthly for the previous month. The invoice shall be issued by the twentieth (20th) calendar day on the basis of the kWh of hydrogen injected in the previous month in accordance with the allocation for the Storage Customer pursuant to Section 13.
- 16.3 For the reimbursements to be made by RGSW pursuant to Section 20.4, RGSW shall issue a credit note monthly by the twentieth (20th) calendar day for the previous month.
- 16.4 All other fees will be invoiced or remunerated separately as soon as the relevant billing information is available.
- 16.5 The fees pursuant to Sections 16.1, 16.2 and 16.4 shall be paid within fourteen (14) days of receipt of an invoice by the storage customer by bank transfer to the account shown on the invoice.
- 16.6 The credit notes pursuant to Section 16.3 shall be provided by RGSW within fourteen (14) days after the creation of the credit note by bank transfer to the account designated by the storage customer.

- 16.7 If the end of a deadline pursuant to Sections 16.1 to 16.6 falls on a weekend or a public holiday, the end of the deadline shall be the following bank working day.
- 16.8 In the event of default by one contracting party, the other contracting party shall be entitled to demand the statutory interest rate for default interest (§ 288 German Civil Code - BGB) without further reminder and without prejudice to further claims.
- 16.9 Objections to invoices must be raised immediately after they are detected. Objections to invoices do not entitle the customer to defer payment, reduce payment or refuse payment, unless they are obvious errors (e.g. calculation errors).
- 16.10 The other contracting party may only offset or assert a right of retention against claims of a contracting party arising from the contract if its counterclaims are recognized or declared by non-appealable judgement.
- 16.11 An assignment of claims of the contractual partner against RGSW to third parties shall require the consent of RGSW in text form in order to be effective.

## **Part 7 Further provisions**

### **17. Secondary trading**

- 17.1 The storage customer shall be entitled to sublet the storage capacities agreed with RGSW under the storage contract to a reliable third party for use in full or in part and on a temporary or permanent basis.
- 17.2 In the event of subletting pursuant to Section 17.1, the storage customer shall remain fully obliged vis-à-vis RGSW to fulfill the obligations resulting from the storage contract, in particular to pay the corresponding storage fees, to nominate and to provide any collateral.

### **18. Transfer of hydrogen volumes**

The storage customer may transfer injected hydrogen volumes within the same *storage facility* to one or more other storage customers of RGSW with the prior consent of RGSW and the storage customer(s) affected by the transfer. Requirements and detailed provisions for the operational handling of the transfer of hydrogen volumes pursuant to sentence 1 are set out in the Annex "Balancing".

### **19. Legal succession**

- 19.1 Each contracting party shall be entitled by way of singular succession to transfer the storage contract to a third party at any time with the prior consent in text form of the respective other contracting party. Consent shall be granted if there are no objections to the technical, legal and economic reliability of the third party. In



particular, there shall be no economic concerns if the third party is authorized in accordance with Section 15 in conjunction with the Appendix "Credit screening" or provides adequate security on request.

19.2 The transfer of a storage contract with the associated rights and obligations from one of the contractual partners to an affiliated company within the meaning of Section 15 German Stock Corporation Act (AktG) is also permitted without the consent of the other contractual partner. In this case, the transferring contractual partner must ensure that the transferee provides sufficient guarantee for the fulfillment of the obligations of the transferred contractual partner and, in accordance with Section 15 in conjunction with the Appendix "Credit screening", proves sufficient creditworthiness or provides appropriate collateral upon request.

19.3 The storage customer shall be entitled by way of singular succession to transfer the *storage capacities* agreed in the storage contract, consisting of *working gas volume*, *injection* and/or *withdrawal capacity*, proportionately, temporarily or permanently with the associated rights and obligations to a third party at any time with the prior consent in text form of the respective other contracting party. The ratio of *working gas volume*, *injection* and *withdrawal capacity* in accordance with the storage contract must always be maintained. Consent may only be denied if there are concerns about the technical, legal and economic reliability of the third party and the transfer of the *storage capacities* causes not only insignificant technical, legal and/or economic disadvantages for RGSW. There are no concerns about the technical, legal and economic reliability of affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG). In particular, there are no economic concerns if in accordance with Section 15 in conjunction with the Appendix "Credit screening" the third party proves sufficient creditworthiness or provides appropriate collateral upon request.

19.4 Approval must be granted or refused within a reasonable period of time, at the latest four weeks after receipt of the request for approval and the provision of the required evidence in accordance with Section 19.1 or Section 19.3.

19.5 Each transfer must be notified to the other contractual partner immediately in text form.

19.6 In cases of universal succession, in particular under transformation law, the statutory provisions apply.

## **20. Suspension of services in the event of planned measures and disruptions as well as imminent danger**

20.1 RGSW shall be entitled to carry out the necessary measures for the maintenance, servicing and repair of the *storage facility* and to interrupt or restrict the operation of

the storage facility. This shall apply both to *planned measures* and to the elimination of *disruptions*. RGSW shall remedy the interruption or restriction of the storage operation as quickly as reasonably possible.

- 20.2 RGSW endeavors to limit *planned measures* to a necessary minimum while maintaining the highest possible availability of the maintained *storage capacities*.
- 20.3 In the event of an interruption or restriction of the storage operation due to *planned measures* as well as due to *disruptions*, the obligations of RGSW under Sections 7.2 and 7.3 shall be suspended and the *storage capacities* maintained for the storage customer are not usable in whole or in part. The other rights and obligations of the contractual partners, in particular the payment obligations of the storage customer, shall remain unaffected.
- 20.4 If, as a result of the *planned measures* or *disruptions*, the firm *injection capacity* or firm *withdrawal capacity* or the contracted firm *working gas volume* contracted in the storage contract is restricted or interrupted for a period of at least twelve (12) consecutive hours within a calendar day (hereinafter "Outage Day") and more than twenty-eight (28) Outage Days per calendar year, the storage customer shall be released from its payment obligations from the twenty-ninth (29th) calendar day on a daily basis for the factually limited *injection capacity* or *withdrawal capacity* or the factually limited *working gas volume*; this shall be done by means of reimbursement pursuant to Section 16.3. If the booking period is less than one (1) year, this period is shortened accordingly.
- 20.5 RGSW shall notify the storage customer on a monthly basis of the period of the necessary measures planned for the following six (6) months that lead to a reduction of the maintained *storage capacities*. The notification pursuant to sentence 1 shall be binding for the first two of these six (6) months; changes to this binding planning for the first two of the six (6) months may only be made by mutual agreement. In the event of disruptions, RGSW shall notify the storage customer without delay. If the actual availability deviates from the binding planning, RGSW shall adjust the availability of the *storage capacities* in the web portal of RGSW.
- 20.6 After an interruption of storage operation due to *planned measures* or *disruptions* pursuant to Section 20.1, storage operation shall be resumed in stages, if necessary, taking into account the operational and technical supply conditions. *Injection* and *withdrawal capacity* shall be available again when the respective capacity can be used again by the storage customer, taking into account the Annex "Technical Framework Conditions". With regard to the *working gas volume*, re-availability is given if the *working gas volume* can be used again taking into account the Annex "Technical Framework Conditions" and the filling level of the *storage facility* corresponds at least to the state at the time of the interruption or restriction of storage



Draft Version dated 29/04/2025 (for consultation)

operation. If refilling is required for this purpose, this shall be carried out by RGSW free of charge for the storage customer.

20.7 RGSW shall be entitled to suspend the provision of *storage capacities* at any time without prior notice if this is necessary and objectively justified, in particular

20.7.1 to prevent or avert imminent danger to persons, property or the environment and/or

20.7.2 to ensure that not only insignificant effects on RGSW facilities or those of third parties are avoided.

In this case, Sections 20.3 and 20.4 apply accordingly.

## 21. Force majeure

21.1 A contractual partner shall be released from the fulfillment of its obligations under the storage contract if and as long as it is prevented from fulfilling them by force majeure within the meaning of Section 21.2 or by measures of courts or authorities for which it is not responsible, or if fulfillment is unreasonable for it. Accordingly, the other party to the contract shall be released from its obligations which correspond to the other contractual partner's obligations.

21.2 Force majeure shall mean extraordinary, unforeseeable events beyond the control of the affected contractual partner which cannot be prevented in due time even upon application of due diligence and all technically and economically reasonable means are applied, e.g. natural disasters, war, emergency measures etc. This also includes lockouts and strikes in third-party companies.

21.3 The parties expressly recognize pandemics as a case of force majeure. In particular in the event of waves of infection/recent waves of infection, extraordinary circumstances or sovereign regulations and measures are possible which, in accordance with the case law of the German Federal Court of Justice, are beyond the power of the parties to avert or which cannot be averted with reasonable technical or economic effort. This includes, in particular, border closures and resulting bottlenecks in the supply chains, exit restrictions and contact restrictions, restrictions on freedom of movement such as entry and/or exit restrictions relating to both domestic and foreign countries, sovereign or self-imposed restrictions on operations in accordance with due diligence for the prevention of epidemics or other government regulations and measures in accordance with the Infection Protection

Act or other regulations and/or orders issued in connection with the respective pandemic.

- 21.4 The contractual partner affected by events in accordance with Sections 21.1 to 21.3 must inform the other contractual partner immediately and comprehensively of the disruption. It must eliminate the disruption as quickly as possible using the reasonable means at its disposal.

## **22. Liability**

- 22.1 The contracting parties shall be liable to each other for damages resulting from injury to life, body or health, unless they have acted neither intentionally nor negligently.
- 22.2 In the event of a breach of material contractual obligations, the contracting parties shall be liable to each other for property damage and pecuniary damage, unless they have acted neither intentionally nor negligently. Material contractual obligations are those that protect the material legal positions of the contracting parties under this contract. Material contractual obligations are also those whose fulfillment makes the execution of this contract possible in the first place and on whose compliance the contractual partners may therefore rely. The liability of the contracting parties in the event of damage to property and pecuniary damage caused by slight negligence in the event of a breach of material contractual obligations shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract up to an amount of EUR 2.5 million per damage event for damage to property and up to EUR 1.0 million per damage event for pecuniary damages.
- 22.3 The contracting parties shall be liable to each other for property damage and pecuniary damage in the event of a breach of non-essential contractual obligations only if they have acted with intent or gross negligence.
- 22.4 If the sum of the individual claims for damages of the storage customers of RGSW pursuant to Sections 22.2 and 22.3 for a damage event exceeds the respective maximum limit of EUR 10 million, the claim for damages of the storage customer shall be reduced in the ratio in which the sum of the claims for damages of all storage customers of RGSW stands to this maximum limit.
- 22.5 Liability of the contracting parties under mandatory provisions of the Liability Act (Haftpflichtgesetz) or the Product Liability Act (Produkthaftungsgesetz) and other legal provisions shall remain unaffected.
- 22.6 Sections 22.1 to 22.5 shall also apply to the personal liability of the legal representatives, employees and vicarious agents of the contractual partners.

## 23. Term, termination

23.1 The storage contract shall be concluded in accordance with the procedures described in Sections 3.1 to 3.7 or within the framework of an invitation to tender in accordance with Section 6 and shall end at the end of the *booking period*. Should contractual obligations still exist at this time, these shall be fulfilled by the contracting parties even after the end of the *booking period*.

23.2 A storage contract may be terminated extraordinarily for good cause by either contracting party in text form to the other contracting party.

Good cause shall exist in particular in the event that

23.2.1 a contracting party has repeatedly breached material provisions of this agreement and does so again despite prior warning in text form by the other contracting party.

23.2.2 an application for the opening of insolvency proceedings is rejected for lack of assets pursuant to Section 26 Insolvency Code (InsO). The affected contractual partner must inform the other contractual partner of this immediately in text form.

23.3 Irrespective of Section 23.2, RGSW may also terminate a storage contract with immediate effect extraordinarily in text form if the storage customer

23.3.1 repeatedly fails to meet a payment obligation under this storage contract, no security exists for the outstanding amount and the outstanding amount has not been received by RGSW within fourteen (14) working days after receipt of a request for payment in text form by the storage customer to the bank account to be designated by RGSW,

23.3.2 fails to provide the security required pursuant to Sections 15 in conjunction with the Annex "Credit Screening" immediately after being requested to do so.

23.4 In the event of extraordinary termination of the storage contract by RGSW, RGSW shall give the storage customer the opportunity to have its hydrogen volumes stored in the *storage facility* withdrawn from storage by RGSW within a maximum period of four (4) calendar weeks after termination of the contract in accordance with the provisions of these GTC. After the unsuccessful expiry of the deadline set in this respect, Section 11.1 sentences 2 and 3 of these GTC shall apply.

## 24. Economic changes

24.1 If the technical, economic, organizational or legal circumstances on which the storage contract including the General Terms and Conditions is based change unforeseeably after conclusion of the contract to such an extent that, taking into account all circumstances of the individual case, adherence to the unchanged contract would cause undue hardship for one party, the adjustment of the storage

contract necessary to eliminate the undue hardship may be demanded. The party invoking such circumstances must inform the other party of this and submit a specifically formulated adjustment proposal and present and prove the facts on which the adjustment request is based.

24.2 If an agreement on the adjustment of the storage contract is not reached within three (3) months of the request for adjustment, each contracting party may take the legal action specified in Section 29.2. The claim to the new contractual provisions shall exist from the point in time at which the demanding contractual partner first demands the new contractual provisions from the other contractual partner with reference to the changed circumstances.

24.3 If the arbitration tribunal or the parties agree in the course of the proceedings pursuant to 29.2 that an adjustment of the contract is not possible or not reasonable for one party, the disadvantaged party may terminate the contract.

## 25. Adjustment clause

25.1 At the time of concluding the storage contract, operators of hydrogen storage facilities must ensure, in accordance with Article 8 (1) of *Regulation (EU) 2024/1789*, that they offer services to all users in a non-discriminatory manner and apply equivalent contractual conditions when offering the same service to different customers.

*Directive (EU) 2024/1788* has not yet been implemented at national level in Germany. Furthermore, at the time the storage contract was concluded, it is not yet foreseeable when the obligations addressed to the Member States under Article 37 of *Directive (EU) 2024/1788* will be transposed into national law, especially, when a system of regulated third-party access will be introduced in accordance with Article 37 of *Directive (EU) 2024/1788*. The future legal framework for hydrogen storage access and the fees are therefore uncertain at the time the contract is concluded.

25.2 Against the background described in Section 25.1, the terms and conditions offered by RGSW with the storage contract and these GTC with regard to access to the storage facilities as well as with regard to the determination of fees pursuant to Section 8 and the Annex "Storage Fees" are based on a model of negotiated third-party access. RGSW shall be entitled and obliged to amend the storage contract and these GTC at any time if this is necessary following the transposition of *Directive (EU) 2024/1788* into national law. Should national law pursuant to Art. 37 (3) *Directive (EU) 2024/1788* stipulate that the capacity rights allocated before August 5, 2026 under a system for third-party access on a contractual basis shall apply until the end of their period of application and remain unaffected by the introduction of

regulated third-party access, the aforementioned right or obligation of RGSW to adapt shall not apply in this respect.

- 25.3 Furthermore, RGSW shall be entitled to amend the storage contract and these GTC - with the exception of the fees and the rules on liability - at any time in an appropriate manner and in a manner that is reasonable for the storage customer, taking into account the interests of the storage customer and the interests of equivalence of performance and consideration, insofar as an amendment is necessary to comply with relevant national or international laws, legal regulations and/or legally binding requirements of national or international courts or authorities, in particular the Federal Network Agency, ACER (EU Agency for the Cooperation of Energy Regulators) and the European Commission as well as generally recognized rules of technology or to close a gap in the contract or these GTC that has arisen as a result.

The storage customer shall be given at least five (5) weeks' notice in text form of any such amendment. The correction of obvious spelling or calculation errors shall not constitute a change to the contractual terms and conditions and is possible at any time.

## **26. Data disclosure and confidentiality**

- 26.1 RGSW shall be entitled to pass on consumption, billing and contract data to the network operator to the extent and for as long as this is necessary for the proper performance of the respective storage contract.
- 26.2 Both contracting parties are obliged to treat confidentially the data they become aware of in connection with the execution of the storage contract. Confidential treatment means that the information received from the other contractual partner shall not be made accessible to third parties without the prior consent in text form of the other contractual partner who provided the information, and that this information shall not be used commercially for third parties; companies affiliated with the contractual partners within the meaning Sections 15 et seq. German Stock Corporation Act (AktG) are not third parties in this sense. Notwithstanding the above, information may not be disclosed to such affiliated companies that are actual or potential competitors of the other contracting party. The contractual partners are not authorized to use this data for any purpose other than the fulfillment of the tasks assumed under the storage contract. They shall also impose a corresponding obligation on the persons they use to fulfill their obligations under the storage contract (hereinafter referred to as "service units"; cf. section 26.3 on the disclosure of information) or to whom they transfer the booked capacities for use. The aforementioned service units may be companies that are affiliated with the contractual partners within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG), as well as companies that are not affiliated with the

contractual partners. The above obligations also apply to affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG).

- 26.3 Both contracting parties undertake to protect the confidential information against unauthorized access through appropriate confidentiality measures and to store all documents and materials containing confidential information securely in order to protect them against theft and unauthorized access.
- 26.4 Any necessary disclosure to tax or legal advisors or service units within the meaning of Section 26.1 as well as the disclosure of the necessary technical information to subcontractors shall also be permitted without the separate consent in text form of the other party if the disclosure of information is limited to the extent necessary for the performance of the storage contract and the aforementioned persons receiving the information from the disclosing party undertake to treat the information confidentially or are bound by law to secrecy by virtue of their profession.
- 26.5 The duty of confidentiality shall not apply to information that is already known to the recipient of the information at the time of disclosure without an obligation of confidentiality or that is already publicly accessible at the time of disclosure or that is subsequently made publicly accessible through no fault of the recipient of the information. The obligation to maintain confidentiality shall also not apply to information which is provided or made accessible to a contractual partner by an authorized third party without breach of a statutory, contractual or other confidentiality obligation or which has been expressly excluded from the scope of confidentiality by the disclosing contractual partner by notification in text form to the other contractual partner.
- 26.6 Notwithstanding the above provisions, each contracting party shall be entitled to fulfill its judicial, legal and statutory obligations to provide information, including with regard to the information provided to it. The other contractual partner must be informed of this. Each contracting party shall also be entitled to disclose information provided to it under the storage contract and also the storage contract itself in whole or in part in the context of legal proceedings in connection with disputes relating to the storage contract. The contractual partner obliged to disclose or entitled to disclose in court proceedings in accordance with the preceding sentence shall make every reasonable effort to limit the scope of disclosure to a minimum. This shall apply in particular if a third party should be involved in court proceedings in connection



with disputes relating to the storage contract. If necessary, both contracting parties shall provide each other with all reasonable assistance.

26.7 The duty of confidentiality exists during the term of the storage contract and remains in force for a period of five (5) years after termination of the storage contract.

#### 26.8 Return or destruction of the Confidential Information

26.8.1 At the request of a party and without a request at the latest after termination of the Storage Contract, the other party is obliged to return all confidential information made accessible to it or its affiliated companies pursuant to Sections 15 et seq. German Stock Corporation Act (AktG), including all copies, transcripts, recordings on data carriers and other reproductions made thereof, shall be returned to the requesting party within twenty-one (21) calendar days. Proof of the destruction of the confidential information shall be provided to the disclosing party upon request.

26.8.2 Confidential information whose return or destruction is not technically possible is exempt from Section 26.8.1. The obligation to return or destroy confidential information received is also subject to statutory retention obligations. The return or destruction of all confidential information can therefore not be demanded as long as there is a statutory or stock exchange law retention obligation. However, the necessary retention is reduced to the required minimum.

26.8.3 All expenses and costs incurred in connection with the fulfillment of the obligations specified in this Section 26.8 shall be borne by the respective contractual partner obliged to return or destroy the goods.

#### 27. Written form clause

Amendments and supplements to the storage contract must be made in writing to be effective. This shall also apply to the waiver of this written form requirement itself.

#### 28. Severability clause

28.1 Should one or more of the provisions contained in a storage contract between the contracting parties, including these GTC, be or become invalid or unenforceable in whole or in part, in particular with regard to changes in the legal or administrative framework, such as regulatory measures, this shall not affect the validity of the remaining provisions. The contracting parties agree that the provision of Section 139 German Civil Code (BGB) shall not apply.

28.2 In the case of Section 28.1, the contracting parties undertake to replace the invalid or unenforceable provision with another valid or enforceable provision that comes as close as possible to the invalid or unenforceable provision in terms of the economic result intended under the respective storage contract, with effect from the

time of the invalidity or unenforceability. The new provision must take appropriate account of the interests of both contracting parties. The same shall apply if the contract contains gaps not considered by the contracting parties.

## **29. Applicable law, arbitration proceedings and place of jurisdiction**

### **29.1 Applicable law**

The applicable law in this matter is the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the German conflict of laws is excluded.

### **29.2 Arbitration proceedings and place of jurisdiction**

All disputes arising out of or in connection with this storage contract including these GTC or its validity shall be finally settled under the Rules of Arbitration of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Essen, Germany. The number of arbitrators shall be three (3). If the contracting parties are unable to agree on the chairperson, this shall be appointed by the President of the Higher Regional Court of Düsseldorf. The language of the proceedings shall be German.

## **30. Integral parts of the GTC**

The Annexes applicable to the relevant *storage facility*

- "Storage Fees"
- "Technical Framework Conditions"
- "Operation and Nomination"
- "Balancing" and
- "Credit Screening"

are an integral part of these GTC.