

**Project application for approval  
of the procedure initiated in 2021  
for incremental capacity  
between the BeLux market area (ZTP) and  
the German market area Trading Hub Europe  
(THE)**

**September 02, 2022**

This report includes a joint consideration of the demand for incremental capacity by the following companies:

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## I. Introduction

Following the completion of Phase 1 of the procedure initiated in 2021 in accordance with Regulation (EU) 2017/459 (Network Code on Mechanisms for Capacity Allocation in Transmission Networks; hereinafter referred to as "NC CAM") for the creation of new capacity at the market area border between the BeLux market area (ZTP) and the common German market area Trading Hub Europe (THE), the participating transmission system operators (TSOs) will have started the planning phase for the corresponding projects (Phase 2). As shown in the Market Demand Assessment Report (MDAR) 2021 (published on 25 October 2021), there is a need for incremental capacity on the German side of this market area border.

For the affected entry-exit systems, the following conclusion was drawn with regard to the (non-) initiation of projects for incremental capacity:



Figure 1: Entry Trading Hub Europe

Compared to the published MDAR, the base capacity has increased to 1,841 MWh/h as a result of recalculations. The bookings from the 2022 annual auction were also considered.

According to the definition of KAP+ ("Approval of an overbooking and buyback system of the transmission network operators for the offer of additional capacity in the single Germany market area" File ref.: BK7-19-037), a distinction must be made between base and additional capacities. According to KAP+, additional capacities can only be marketed for a maximum of two gas years in advance. KAP+ also provides for a "test phase" until 01.10.2024. Beyond this date, there is currently no regulation for the handling of additional capacities, so that only existing base capacities can be marketed for a term of up to 15 years in accordance with Art. 11 passage 3 sentence 1 NC CAM.

The requested incremental capacity continues to exceed the technically available capacity at the market area border. Thus, the need of the project for incremental capacity does not change.

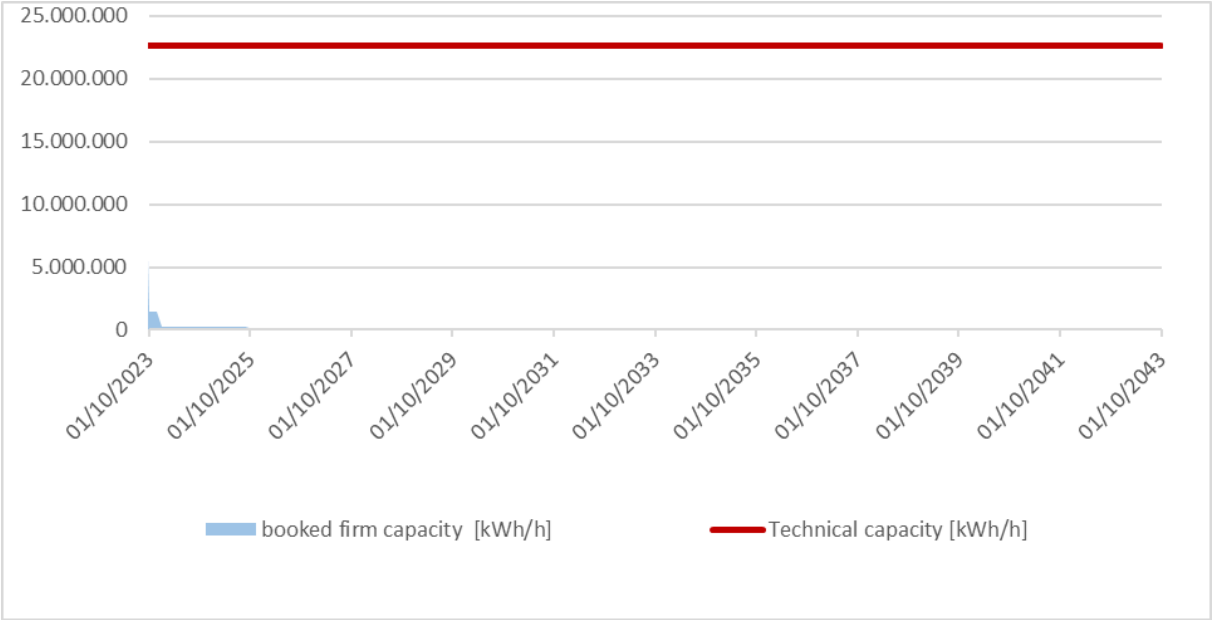


Figure 2: Exit BeLux Market Area

The figure above confirms that there is enough exit capacity from Belgium to Germany (22,600 MWh/h) to meet the request received on the German side of the border.

The conclusion of the MDAR is therefore that Fluxys TENP, GASCADE, Open Grid Europe and Thyssengas (hereinafter involved TSO) will launch a project to create new capacity. Fluxys Belgium will not initiate a project to create new capacity.

The consultation for the procedure initiated for incremental capacity between the Belgian market area and Trading Hub Europe ended on 18 April 2022. The technical study described how grid expansion can be carried out efficiently, taking into account the network topology and economic aspects. The present project application is submitted jointly by TSO FLUXYS TENP GmbH (FLUXYS), GASCADE Gastransport GmbH (GASCADE), Open Grid Europe GmbH (OGE) and Thyssengas GmbH (Thyssengas).

**II. Resolving condition as a result of changed frame parameters**

This project application is subject to the following resolving condition:

Elimination of the basis for the implementation of the incremental capacity process for the creation of the requested entry capacities in the amount of 16.8 GWh/h ("requested capacities"). This condition is met if the requested capacities have to be created as part of a process other than the incremental capacity process, for example by measures that are legally confirmed in particular by the Gas Network Development Plan.

In the event of the occurrence of the resolving condition, the TSO will inform the BNetzA thereof. Furthermore, no activities are necessary.

### **III. Approval contents of the project application for incremental capacity**

#### **1. Information on the expansion variant**

All expansion measures of the presented project proposal are shown in Figure 3. The basis of the listed expansion measures is the infrastructure contained in the Network Development Plan Gas 2020-2030 (published on 26 May 2021; hereinafter referred to as "NDP"). The investment costs are indicative estimates based on the NDP standard cost rates. In addition to the investment costs, operating costs are incurred. These include, among others, procurement costs for fuel gas, consisting of commodity, natural gas tax and CO<sub>2</sub> costs or corresponding costs for compression based on an e-compressor.

## Incremental Capacity Cycle 2021-2023

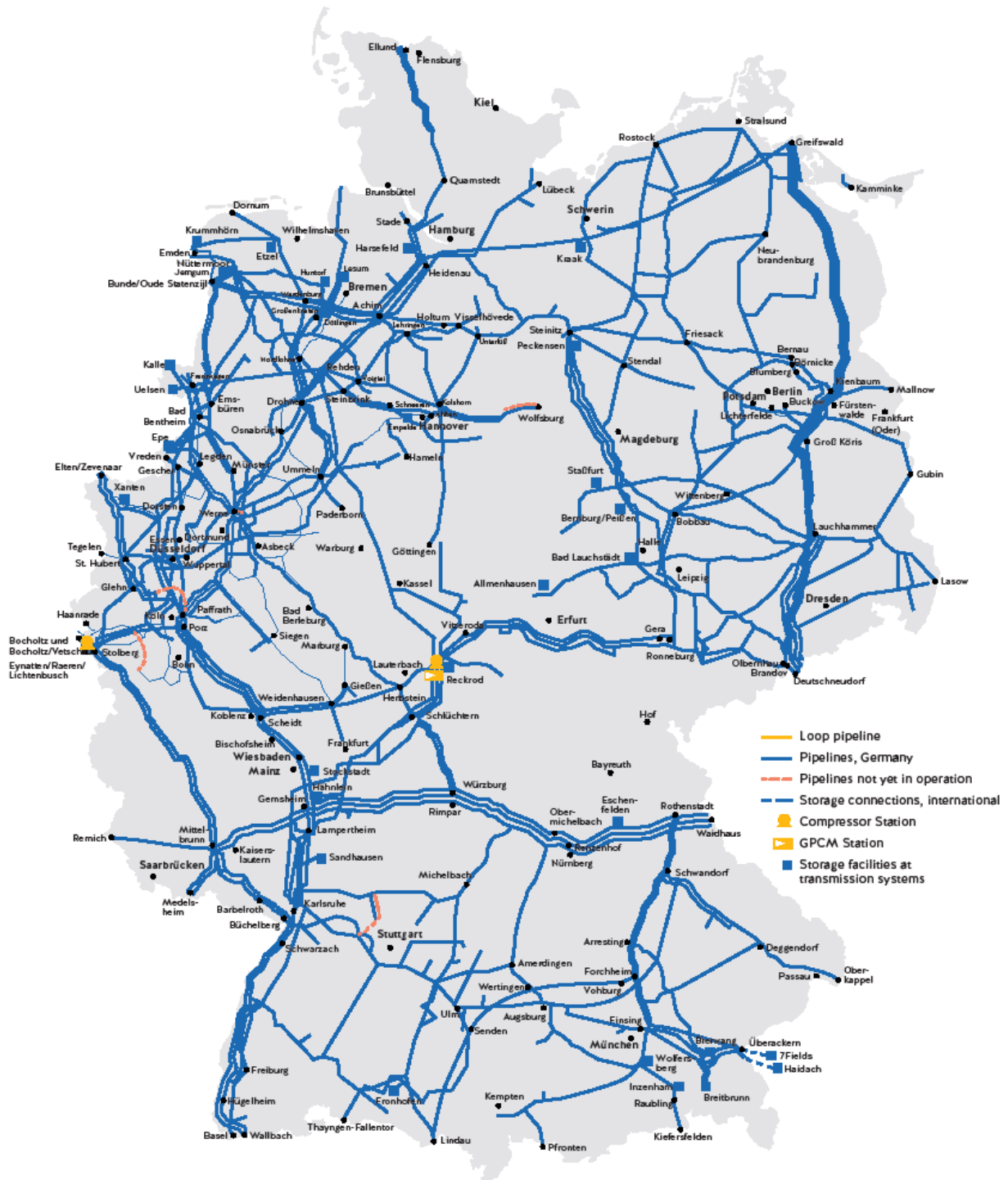


Figure 3: Expansion measures

For the market area border ZTP-THE, technical studies were carried out based on the non-binding request presented in the MDAR. There is a capacity request of 4,200,000 kWh/h (2023/24- 2026/27) or 16,800,000 kWh/h (2027/28 – 2043/44). These values were used for the technical study.

Due to the time required for the incremental capacity process, the measures needed to provide the capacity are not expected to be completed until the higher level of demand for new capacity is already requested. Therefore, it is assumed below that the capacity of 16,800,000 kWh/h can be fully provided from gas year 2030/31.

A realization period of 6 years is assumed as well as a project start after final confirmation of the construction measures via the NDP 2024.

The networks of the involved TSOs are connected to the transmission network of Fluxys Belgium via the VIP THE-ZTP (Eynatten 1 (GASCADE), Eynatten-Raeren (OGE), Eynatten (FLUXYS), Lichtenbusch (Thyssengas)) as of 1 April 2022.

In order to be able to offer firm entry capacity (FZK) in the German market area Trading Hub Europe (THE) in accordance with the request, the following expansion measures are necessary:

- A further compressor unit with a drive power of around 13 MW at the existing compressor station in Würselen. The CAPEX for these expansion dimensions amount to approx. €68.5 million. The annual drive energy costs are approx. 6.1 million euros/year.
- Another compressor unit (additional to the measure 629 – 02) at the existing compressor station is Reckrod with a drive power of approx. 16 MW. The CAPEX for these expansion measures amounts to approximately €67.5 million. The annual drive energy costs are around 7.7 million euros/year.
- A new GDRM plant at the Reckrod site with a capacity of approx. 1,050,000 Nm<sup>3</sup>/h. The CAPEX for this expansion measure amounts to approx. € 10.6 million.

In addition, fuel energy costs for existing compressors in the amount of €14.3 million per year are assumed.

## **2. Information on how to deal with comments received for the project proposal consulted**

One statement was issued during the consultation period of the technical study for incremental capacity between the Belgian market area and Trading Hub Europe.

With reference to the significant changes in the framework conditions after the start of the current process for incremental capacity, it is desired to adapt the MDAR and the investment planning. In addition, an increase of the bundled capacities between the Belgian market area and Trading Hub Europe is advocated as quickly as possible.

The current framework conditions are taken into account in the NDP process by the TSOs.



The TSOs refrain from adjusting the MDAR and the investment planning based on it, as there is no new non-binding demand indication. Approval contents according to Art. 28 para. 1 NC CAM.

#### **a. Offer level**

In the economic test pursuant to Art. 22 NC CAM, it is checked for each offer level whether the present value of the total proceeds to be created by bookings of incremental capacity in marketing in July 2023 ("revenues") corresponds at least to the product of the f-factor with the present value of the estimated increase in the permissible revenues of TSO corresponding to the offer level ("costs").

#### **Product design**

According to Art. 3 para. 5 NC CAM, an offer level refers to the sum of the existing and the incremental capacity. In connection with Art. 29 para. 1 NC CAM, an offer level must contain several bundled standard capacity products (e.g., in the case of several relevant network interconnection points (hereinafter referred to as "interconnection point" or "IP") between the market areas). The relevant capacities will be published in May 2023 as standard products as bundled as possible per gas year, VIP and product. The offer level is published on the website [www.fnb-gas-capacity.de](http://www.fnb-gas-capacity.de). The offer level includes all new capacity products to be created, as well as the existing capacity products, which must be booked as a prerequisite for initiating the economic test.

#### **Marketing horizon**

In accordance with Article 11 (3) sentence 2 NC CAM, offer levels that include incremental capacity may be offered and booked for a period of up to 15 years after the expected start of operational use of the incremental capacity products. Here this corresponds to the period from gas year 2030/2031 to gas year 2044/2045 inclusive.

#### **Allocation methodology for existing products**

For the annual yearly capacities in 2023, the TSO plan to market the existing capacity outside the offer levels for at least the following five years. However, the existing capacities that are relevant for the allocation of the offer level are offered in the offer level including incremental capacity.

#### **Amount of capacity to be offered**

The calculation of the amount of capacities to be offered per product is carried out in accordance with Art. 11 para. 6 NC CAM. The reservation quota of 20 % for existing and new capacities in accordance with Art. 8 para. 8 NC CAM in conjunction with the BNetzA definition BK7-15-001 (hereinafter referred to as "KARLA Gas") is taken into account.

#### **Concrete offer levels**

Offer level 1 can be found in Appendix 2. The bid-level includes the following products:

1. Existing capacity products
  - a. VIP ZTP-THE
    - i. FZK
2. Incremental capacity products to be created
  - a. VIP ZTP-THE
    - i. FZK

The incremental capacity is to be offered bundled with the respective capacities of Fluxys Belgium.

## **b. Supplementary Terms and Conditions**

The Supplementary Terms and Conditions are attached to this project application as Appendix 1.

## **c. Timetable for the project**

The project described above will be initiated after the annual yearly auction in July 2023. All technical measures are scheduled to be operational on 1 October 2030 – on the premise that the economic test carried out following the auction is successful.

Since there are other procedures in the context of the current process cycle are as follows:

<b>Start</b>	<b>End</b>	<b>Description</b>
18.01.2022		<i>Publication of consultation documents</i>
18.01.2022	18.04.2022	<i>Public consultation</i>
18.04.2022	02.09.2022	<i>Planning of the offer levels by TSOs in close cooperation with national regulatory authorities (NRA)</i>
02.09.2022		Submission of the project proposal to the NRA
05.09.2022	05.03.2023	Processing of the project proposal by the NRA
05.03.2023		Approval and publication of the necessary parameters by the NRA in accordance with Art 28 para.1 NC CAM
05.03.2023	03.05.2023	Adjustment of offer levels by the TSOs following the decision of the NRA
03.05.2023		Publication of the approved parameters and a submission of the contract(s) concerning the capacity to be offered for the expansion project
03.07.2023		Annual yearly auction/Economic Test

**Table 1: Timetable**

In the event of a positive result of the economic test, the project will subsequently be incorporated into the process of drawing up the German Network Development Plan Gas (NDP Gas 2024-2034) and taken into account in the scenario framework and in (national) modelling. With regard to the technical measures, the following preliminary timetable is available. The starting point of the technical measure is the confirmation in the NDP 2024.

Subproject	Duration	Description
Compressor units	7 months	Project initiation
	5 months	Tender
	16 months	Basic Engineering
	14 months	Detail Engineering
	18 months	Construction
	9 months	Commissioning
	3 months	Caster

Table 2: Indicative Timetable for the technical measure (Compressor units)

Subproject	Duration	Description
GDRM	15 months	Acquisition of rights of way
	12 months	Procurement of materials and services
	12 months	Construction preparation
	12 months	Assembly/Construction
	14 months	Commissioning
	1 months	Project completion/finalisation

Table 3: Indicative Timetable for the technical measure (GDRM)

**d. Parameters of the economic test**

For the economic test pursuant to Art. 22 NC CAM, the Federal Network Agency (BNetzA) has created and provided a calculation tool to the TSOs (hereinafter referred to as the "BNetzA tool"). The parameters of the completed BNetzA tool with the data on the offer level considered here are attached to this project application.

The BNetzA tool contains mathematical evaluations for the determination of the f-factor in accordance with Art. 22 para. 1 NC CAM. The f-factor results from the ratio of the present value of the binding commitments of network users to contract capacities over the time horizon of the first annual auction in which the incremental capacity was offered to the present value of all expected commitments by network users to contract the respective capacity.

The BNetzA tool was used by the TSO for the calculations presented below.

In accordance with paragraph 1 of the operative part of the decision of BK 9 (file number BK9-17/609) entitled INKA, the economic test for each offer level of a project for incremental capacity is carried out by the BNetzA in accordance with Art. 22 NC CAM. In Article II of the decision, the BNetzA states that the economic test is the subject of the project proposal and that all fundamental questions of the economic test must be clarified there.

The transmission system operators are planning to apply to the BNetzA for the following procedure for carrying out the economic test:

#### **Derecognition requirement of existing capacity products**

In accordance with Art. 22 para. 1 lit. a para. i NC CAM the binding commitments of incremental capacities and in accordance with Art. 22 para. 1 lit. a para. ii NC CAM the binding requested existing capacities are incorporated.

In order to ensure efficient grid expansion, it must be checked in coordination with the BNetzA as a prerequisite for the start of the economic test whether the available capacity products (existing capacity) in the respective gas year are fully booked in accordance with the project application. If the existing capacity in the respective gas year is fully booked, the amount of the binding requested incremental capacity in (kWh/h)/year per gas year is included in the BNetzA tool for checking the profitability. If the existing capacity in a gas year is not fully booked, the prerequisite for carrying out the profitability test for this gas year is not met. No quantities are included in the economic test for the respective gas year.

The information on the booking situation of the existing capacities is provided to the BNetzA by the TSO concerned. The BNetzA checks whether the condition of the expansion of the existing capacity in the respective gas year is fulfilled.

#### **Reference price for determining the present value of network users' binding commitments**

The reference price is the last grid fee determined by the TSO on the basis of the REGENT 2021 determination (valid from 1 January 2023) of €4.82/(kWh/h)/year. This reference price is only used for the economic test and does not become part of the contract.

#### **Present value of the estimated increase in the permissible redemption of capacity posting**

The present value of the estimated increase in the revenue cap depends on the amount and timing of the costs allocated to the project. The present value of the estimated increase in the revenue cap is €531,854,579.

#### **Mandatory minimum surcharge**

A mandatory minimum surcharge of 0 €/kWh/h/a should be applied.

#### **Auction surcharge pursuant to Art. 22 para. 1 lit. a NC CAM**

In the case of the auction of incremental capacities pursuant to Art. 29 para. 1 NC CAM, the ascending clock auction algorithm pursuant to Art. 17 NC CAM applies. This may result in an auction surcharge. This is only known after the annual auctions in 2023. For this reason, it was not taken into account in the calculation of the f-factor, but must be included in the economic test in accordance with Art 22 para. 1 (a) of the NC CAM.

### **f-factor**

The f-factor is determined for each offer level by the NRA, taking into account the following aspects (Art 23 para. 1 NC CAM):

- a) the amount of technical capacity retained in accordance with Art 8 para-8 and 9 of the NC CAM;
- b) the positive externalities of the project for incremental capacity on the market or the remote transmission network, or both;
- c) the duration of the binding commitments of network users for the requested capacity compared to the economic lifetime of the installation;
- d) the likely continuation of demand for the capacity created by the project for incremental capacity after the end of the time horizon used in the economic test.

The assumptions regarding the booking of the new capacity are explained below.

The proposed f-factor was determined as follows:

- a) According to Art 8 para. 8 NC CAM and BNetzA provision BK7-15-001 (KARLA Gas), technically available capacity of 20 % is to be set aside in relation to the incremental technical capacity to be created in the respective offer level. It is assumed here that the retained capacities will be fully used in the following years as part of the auctioning of the capacities and will therefore also be booked. This is also reflected in the current booking behaviors at the border between the Belgian market area and Trading Hub Europe. The f-factor should take into account that 100 % of these retained capacities is booked at a later time.
- b) Further significant positive or negative externalities of the project are not known to the TSO involved.
- c) In accordance with Art 11 para. 3 of the NC CAM, offer levels for incremental capacity may be offered in the context of annual auctions for a maximum period of 15 years from the start of operational use.
- d) For the period from 2030/31 to 2044/45, it is assumed that the new capacity to be created offered in the 2023 annual auction will be fully booked.

The start of operational use is planned for the gas year 2030/31. The economic useful life of the plants was set for the economic test in accordance with the currently applicable regulatory and ordinary depreciation periods. The investment described relates to the construction of natural gas compressors and GDRM plants. The regulatory and normal useful life for natural gas compressor plants is 25 years in accordance with Annex 1 to Section 6 (5) GasNEV. For GDRM plants, a useful life of 45 years is assumed in accordance with Annex 1 to Section 6 (5) GasNEV. Operational use is planned for the period 2030-2074. As the original request covers a period of 20 years, the TSOs assume a full utilisation of 100% for the period 2045/46 - 2049/50. This approach was not objected to by the enquirer during the consultation. For the period from 2050/51 to 2073/74, the TSOs do not have any precise indications. A further utilisation of 50 % until 2055 is assumed.

- e) The relevant year for determining the time horizon of economic useful life and economic test is 2074. No bookings were taken into account for the period from 2055/56 onwards.

The f-factor for the offer level determined and hereby proposed on the basis of the above assumptions using the BNetzA tool is 0.60.

#### **e. Different marketing horizon**

A different marketing horizon is not applied.

#### **f. Alternative allocation mechanisms**

The TSOs waive the application of an alternative allocation mechanism in accordance with Art. 28 para. 1 lit. f) NC CAM. The network operators have chosen to apply the standard auction procedure for the allocation of incremental capacity in the 2023 annual auction.

#### **g. Elements IND and RP according to NC TAR**

In Germany, a variable price system applies, so fixed prices are not applied.

#### **h. Impact on the use of existing gas infrastructure**

No particular negative or positive effects on the use of the existing German gas infrastructure are expected.

### **IV. Application for approval**

Fluxys TENP, GASCADE, Open Grid Europe and Thyssengas apply to the BNetzA for approval of the contents listed in Section III and in the associated Annexes for the continuation of the implementation of the procedure for incremental capacity according to NC CAM

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## **Appendix 1 Supplementary Terms and Conditions**

*Published contracts and other documents are legally binding exclusively in the German language version. Translated contracts and documents such as these General Terms and Conditions serve for informational purposes only. Therefore, the German text of the General Terms and Conditions shall take precedence over any translated version in case of a contradiction between the German and the translated text. Any translated version may not be used for interpretation of the German version.*

### **Supplementary Terms & Conditions of XXX for Incremental Capacity Contracts effective from xx xxxx xxxx**

These Supplementary Terms & Conditions of Business (set out herein ('STCs')) shall apply in addition to the General Terms & Conditions of XXX ('TSO') dated XX XXXX XXXX ('GTCs') and provide modifications and additions for marketing incremental capacity ('Incremental Capacity') as defined in Article 3 (1) of Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 ('NC CAM').

#### **Section 1 General Background, Scope of Application**

1. The TSO has planned and consulted projects for incremental capacity acc. to Article 27 et. seq. NC CAM based on the market demand assessment at the interconnection points mentioned therein. The German national regulatory authority Bundesnetzagentur ("Federal Network Agency") has approved these projects pursuant to Article 28 of the NC CAM and published the corresponding decisions. The incremental capacity will, be offered together with the available capacity ('existing capacity') as bundled standard capacity products at a harmonized offer level in the annual yearly capacity auction, in accordance with Art. 29 NC CAM.
2. These STCs apply to all entry or exit contracts that contain incremental capacities. If an entry or exit contract contains both incremental capacity as well as existing capacity, these Supplementary Terms and Conditions shall also apply to the existing capacity.
3. As long as no provisions that supplement or differ from the General Terms and Conditions of Service are concluded in these STCs, the provisions set out in the TSO's GTCs shall also apply to incremental capacity.

#### **Section 2 Conclusion of Contract**



1. An entry or exit contract for incremental capacity will be concluded between the TSO and a shipper (“Shipper”) in accordance with section 1 paragraph 2 of the GTCs once the Shipper has been allocated Incremental Capacity, subject to the provision that, in accordance with sentence 3 of Article 17(21) NC CAM, the shipper will be allocated incremental capacity according to the offer level offering the largest amount of capacity that resulted in a positive economic test according to Article 22 (3) NC CAM.
2. The allocation results will be published by the TSO in accordance with Article 11 (10) NC CAM.

### **Section 3 Tariffs**

1. The term “tariff” within the meaning of section 25 of the GTCs shall mean the future tariffs as determined in accordance with regulatory requirements or as approved by the relevant regulatory authority and shall include all other fees or charges or elements thereof specified in section 25 paragraph 1 of the GTCs, including auction premiums, minimum mandatory premiums pursuant to Article 33 of Commission Regulation (EU) 2017/460 of 16 March 2017 establishing a network code on harmonised transmission tariff structures for gas, and any future levies applicable during the relevant contract period as published in the TSO’s price sheet on the TSO’s website. “contract period” shall mean the period of time during which TSO’s and Shipper’s rights and obligations under the relevant entry or exit contract as set out in sections 3 and 4 of TSO’s GTCs are in effect.
2. For the purposes of auctions, the TSO will use its current specific capacity tariff as determined in accordance with regulatory requirements and as applicable at the time of each auction. In no event, however, shall the current specific capacity tariff of the TSO in accordance with sentence 1 of this paragraph be construed as constituting an agreement between the parties on the capacity tariff payable during the relevant contract period, and it shall not be deemed to provide any indication as to the level of the tariffs within the meaning of paragraph 1 above actually payable by and to be charged to the shipper during the relevant contract period. The specific capacity tariff payable during each contract period shall be agreed between the TSO and the shipper for the period from 1 October to 31 December in any relevant year and from 1 January to 30 September in any relevant year, respectively, based on the future tariffs as determined in accordance with regulatory requirements or as approved by the relevant regulatory authority. For the avoidance of doubt, the publication of new tariffs shall not be construed as a tariff change within the scope of sentence 1 of section 25 paragraph 3 and section 25 paragraph 4 of the GTCs. Notwithstanding sentence 1 above, any auction premium payable as a result of an auction shall be deemed to have been agreed between the TSO and the shipper in the framework of the auction.

3. In deviation from section 25 (3) of the GTCs, the shipper shall have the right to terminate any entry or exit contract following publication of the tariffs applicable during the respective contract period, which is calculated and contracted in accordance with Section 3 paragraph 1 of this STC, with effect for the following contract period by giving at least 10 business days' prior notice ahead of the start of that following contract period, provided the specific capacity tariff determined and agreed pursuant to Section 3 paragraph 1 of this STC above exceeds the maximum permitted tariff as stated for the contract period in question in annex 1 to the STCs set out herein ('Shipper's exceptional termination right.')

The shipper's exceptional termination right pursuant to sentence 1 of this paragraph shall only apply for the respective contract period as defined in paragraph 1 above to which the published tariffs apply.

4. If the shipper has the right to terminate the respective entry or exit contract for any contract period under paragraph 3 above, the shipper may terminate that entry or exit contract for that entire calendar year or in part as measured in relation to the amount of capacity the shipper has booked thereunder. In case the shipper wishes to terminate an entry or exit contract in part as provided in sentence 1 of this paragraph, the shipper must reduce the booked amount of capacity uniformly for the respective contract period.

#### **Section 4 TSO's and Shipper's Rights and Obligations**

1. The TSO shall take all commercially reasonable measures necessary
  - a. to ensure that the incremental capacity allocated to the shipper will be duly made available to the shipper by the start of the contract period, and
  - b. to coordinate the commissioning of the infrastructure required for the incremental capacity with adjacent network operators and to the extent necessary.
2. In determining whether a measure can be deemed commercially reasonable within the meaning of paragraph 1 above the parties shall in particular, without limitation, give consideration to the required public permits and/or approvals and the additional requirements, ancillary provisions and instructions (if any) imposed or given by the competent authorities as well as the applicable regulatory framework and the generally accepted principles for compensating owners and third parties holding rights of use as developed on the basis of the applicable case law.
3. If during the course of the network development project carried out under the responsibility of TSO it should become apparent that any incremental capacity allocated to the shipper cannot be made available at the agreed interconnection point by the start of the relevant contract period but only at a later date, then the booked entry and exit contracts will be reduced in accordance with section 18 of the GasNZV pro rata to the part

of the existing capacity, provided that the entry or exit contract concerned contains both incremental capacity as well as existing capacity. Once the TSO has obtained reliable information about any such delay, the TSO shall notify the shipper thereof without undue delay in a text form specifying on which date the incremental capacity can be provided and to which extent the booked existing capacity can be provided at the beginning of the contract period of the entry or exit contract. For the time as the delay continues both TSO's obligation to make incremental capacity available to the shipper and the shipper's obligation to pay the agreed tariffs for the part of the entry or exit capacity, which is affected by the delay, shall be suspended. If the TSO is not responsible for the delay, the shipper shall be obliged to participate in the auctions at the relevant interconnection point as soon as possible in order to book capacity immediately after the initial marketing period of the incremental capacity in accordance with Article 11 paragraph 3, second sentence NC CAM, as appropriate to the size and the period of the entry or exit contracts affected by the delay. The obligation of the shipper is also considered fulfilled if the incremental capacity is assigned to a third party. Neither Party shall have any further claims or remedies against the other party in relation thereto.

4. In the event that any capacity to be provided at any other interconnection point upstream or downstream from the respective interconnection point operated by the TSO, is not available by the start of the relevant contract period, this shall not release the shipper from any of its contractual obligations. In particular, without limitation, the shipper shall continue to be obliged to pay the tariffs agreed under the relevant entry or exit contract. In this case, the shipper shall not be entitled to rescind the entry or exit contract in question or to terminate it in any other way. The upstream and downstream capacities at interconnection points within the meaning of this paragraph 4 sentence 1 also include the capacities on the other side of the respective interconnection point at which bundled marketing takes place. In this case, the obligation of the shipper to fulfill the contract deviates from section 8 paragraph 6 of the GTCs.
5. In particular, without limitation, the shipper shall have no right under paragraph 3 and 4 above to invoke sections 313 (frustration of contract) or 314 (termination for cause of contracts creating continuing obligations) of the German Civil Code or section 31 (5) GTCs (Suspension or amendment of contractual obligations).

## **Annex 1 of the STC for incremental capacities**

Border crossing points for incremental capacities and maximum charges for the special right of termination of the transport customer in accordance with Section 3 Paragraph 3 of this STC

Bookable feed-in points

### **I. VIP THE-ZTP<sup>1</sup> | EIC: 21Z102938475601E**

The maximum remuneration limit for the service period is determined in accordance with the fees specified in § 25 No. 1 of the GTC, including any mandatory minimum surcharge, multiplied by the change in the consumer price index (“Gesamtindex”) for Germany (“VPI”) published by the Federal Statistical Office (“Statistisches Bundesamt”) for the service period to the “VPI” of the year 2024. The relevant reference point is the fees applicable from 01.01.2024.

## **Appendix 2 Offer level**

See attached annex

## **Appendix 3 Excerpt from the profitability tool**

See attached annex

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<sup>1</sup> Due to the pending introduction of the VIP, there may still be changes to the name.