



Operating Manual

GRTgaz Deutschland GmbH

Valid as of August 2011

Convenience Translation

Annex 2 to the Standard Terms and Conditions:

Operating Manual



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Article 1. General

1. This Operating Manual forms an integral part to the “General Terms of Business for Transport” of GRTgaz Deutschland GmbH (in the following referred to as “GRTgaz D”).
2. Every network operator within the gas chain shall receive information on the quantities of gas to be transported in order to be able to properly handle transportation.
3. The exchange of data shall be performed consistently in machine-readable form in energy units [kWh/h].
4. Unless otherwise provided for below, the provisions of the Code of Practice G 2000 in their applicable version shall apply to the operations between shipper and network operator. The currently applicable Code of Practice G 2000 forms an Annex to this Operating Manual.

Article 2. Availability

The contact points indicated by the balancing group manager and the shipper, respectively, must be available for 24 hours every day and in the position to receive, dispatch, and process the data required for transmission at anytime.

Article 3. Exchange of Data

1. For the purpose of the exchange of data (for example, process data, billing data, transmission path, transmission system, etc.) a standardisation of the

message formats is required. The format and the data transmission, respectively, must occur in the form stipulated by GRTgaz D (currently Edig@s or AS2).

2. The contract partner shall communicate to GRTgaz D in writing the necessary addresses, telephone numbers and e-mail addresses as well as any such changes in good time.
3. Upon request of the balancing group manager or shipper, GRTgaz D shall review the extent to which data transmission paths other than AS2 and/or communication formats other than EDIG@S can be used. In this event GRTgaz shall advise as a precautionary measure that interruptions may occur in performance of the contract. GRTgaz D shall take into consideration the internationally recognized Rules of Technology of EaseeGas in addition to the Code of Practice G2000 as far as possible.

Article 4. Communications Test

1. A communications test has to be carried out between GRTgaz D and the shipper before transports can be carried out. GRTgaz shall review during such communications test whether its communication requirements are fulfilled and whether the balancing group manager or shipper is in the position to receive and process notifications and communications from GRTgaz D and to despatch respective notifications and communications to GRTgaz. GRTgaz D shall inform the balancing group manager about the successful completion of the communications test. As long as the balancing group manager or shipper fails to pass the communications test, the capacity cannot be used.
2. GRTgaz D shall be entitled to repeat the communications test during the term of contract, particularly in the event of longer inactivity of the tested connection, if there is reasonable doubt whether the balancing group manager or shipper continues to be in the position to fulfil the communication re-

quirements. In the event that the balancing group manager or shipper fails to pass the repeated communications test, all nominations of said balancing group manager or shipper shall be set to zero (0) for the following gas days after the moment of failing the communications test.

3. In addition, GRTgaz D shall provide a nomination portal. This portal can only be used after a successfully completed communications test in consideration of the Terms and Conditions of Use stipulated therein.
4. As a rule, a communications test shall be carried out within 10 days.

Article 5. Nomination Procedure

1. In principle, nominations are required for:
 - Entry points (particularly for entries of biogas),
 - Transports crossing market areas at the level of transmission system operators (MüT),
 - Transmission of gas quantities of the respective shipper between balancing groups of different market areas within the exit network (MiniMüT),
 - Storage facilities,
 - Exit points (to the extent as provided for in the Cooperation Agreement in Annex 3, Sections 3 and 4 of Article 22).
 - Bundled capacities, to the required extent
2. Nomination shall be carried out in accordance with this Operating Manual.
3. The shipper may authorize the balancing group manager to make the nominations on its behalf. GRTgaz D must receive written proof of such authorization.

4. To the extent that nominations are required, the balancing group manager shall nominate to GRTgaz D, if it was previously authorized by the shipper to do so, the amount of gas to be transported, indicating the permissible transport period (i.e., the standard EASEE gas day), the balancing group number, and referring to any one of the points indicated in Section 1 of this Article 5. After verification of the contract parameters and, if applicable, after matching with the adjacent network operators, GRTgaz D shall confirm the nomination. GRTgaz D shall be entitled to reject the nomination in the event that contract parameters have not been complied with, or the nomination is incomplete.
5. GRTgaz Deutschland instructed Steirische Gas-Wärme GmbH in Austria to carry out the commercial dispatching.
6. Nomination shall be carried out per shipper code pair, indicating an unambiguous balancing group number. Only nominations with a value per shipper code pair per hour shall be accepted (either entry or exit values). GRTgaz D shall communicate the shipper code to the balancing group manager or shipper.
7. Nomination has to be carried out on a daily or weekly basis in whole kwh units per hour.
8. In the event of a nomination of daily amounts of gas, the transmission of the quantities shall be carried out on the basis of the hourly values. In the event of a daily nomination, the balancing group manager or shipper shall be obligated to carry out the nomination by 14:00 CET of any calendar day for the following gas day at the latest, unless the parties agree otherwise in writing.
9. In the event of a weekly nomination, the balancing group manager or shipper shall be obligated to carry out the nomination for the following week by 12:00 CET on the last working day of any week at the latest.
10. The balancing group manager or shipper shall be entitled to amend the nominated quantity of gas, taking into consideration the lead time ("renomination"). GRTgaz D shall make an effort to comply with such renominations

as soon as possible in observation of the stipulated cycles.

As a rule, such amendment shall be carried out with a lead time of 2 (two) hours to the next full hour. GRTgaz D shall be entitled to restrict the maximum number of renominations per shipper and day.

11. In the event that nominations are not carried out at all or not within the period prescribed, the hourly quantity of gas shall be set to zero for the following gas day.
12. With respect to the change from CET to CEST (usually at the end of March of every calendar year), GRTgaz D shall be entitled to apply special provisions for nominations made on the gas day on which the change from CET to CEST takes place. Currently, the balancing group manager shall nominate for every entry and exit point twenty-three (23) consecutive hourly values.
13. With respect to the change from CEST to CET (usually at the end of October of every calendar year), GRTgaz D shall be entitled to apply special provisions for nominations made on the gas day on which the change from CEST to CET takes place. Currently, the balancing group manager shall nominate for every entry and exit point twenty-five (25) consecutive hourly values.
14. The balancing group manager or shipper shall notify GRTgaz D about the shipper codes by which quantities of gas are delivered or received at the upstream and downstream network operators as soon as possible, at the latest upon nomination. GRTgaz D shall forward this information to the relevant network operator for the purpose of matching the nomination with the adjacent network operator.

Article 6. Matching

1. The balancing group manager or shipper has a particular duty of care when validating confirmed nominations at border points.
2. The balancing group manager is obligated to ensure that identical nominations are made both to GRTgaz D and to the adjacent network operator for all entry points and exit points of the balancing group.
3. Unless otherwise provided for in network interconnection agreements or other valid agreements, the provisions of EASEE Gas shall be applicable. To this end, GRTgaz D shall carry out a to-the-hour accurate matching (in the following referred to as “matching”) of nominations or renominations of the balancing group manager or shipper at the respective entry points or exit points with the adjacent network operators according to these provisions. In the event that imbalances between the balancing group manager’s nominations or renominations and the notification of the respective adjacent network operator at the respective entry or exit point (in the following referred to as “mismatch”) occur, GRTgaz D shall point out such mismatch to the balancing group manager or shipper. The balancing group manager or shipper is afforded an opportunity to rectify the situation, for example, by renomination.
4. In the event that the respective shipper code pair does not match, the nomination shall be set to zero (0).

In the event that the nomination or renomination made to GRTgaz D and the adjacent network operator using the same shipper code pair does not match, the lower nomination or renomination or notification shall apply (lesser-of-rule).

In the event that the notification and nomination or renomination for the same shipper code pair show opposite flow directions, the nomination shall be set to zero (0).

5. In the event that a notification necessary for a shipper code pair is not received from the respective network operator, the nomination shall be set to zero (0).
6. GRTgaz D may reject a nomination or renomination in the event that the nominated values do not conform to the contract, or in the event that the gas transmission system and/or the adjacent transmission system are unavailable in whole or in part.
7. Notwithstanding or supplementary to the foregoing Sections 3 and 4 of this Article 6, the following exceptions shall apply until further notice. The following matching rules shall be applicable for the matching at the German-French border point Medelsheim due to the currently applied daily nomination system on the part of the French network operator GRTgaz:
 - The handling of transports shall be carried out on the part of the French network operator on a daily value basis. Therefore, matching is not made with to-the-hour accuracy, but by means of a comparison of the daily quantities.
 - In the event that imbalances occur between GRTgaz D and the French network operator on a daily basis, the "Lesser of" rule as described in Section 4 of this Article 6 shall be applicable. In the event that the daily value needs to be reduced on the part of GRTgaz D, a reduction of the quantities of gas shall begin with the last hour contributing to the solution of the mismatch, and shall be continued as long as the total daily quantities are matching.
 - NB: The balancing group manager or shipper must see to it that, in the event of a flow reverse during the day on the side of GRTgaz D, its French commercial partner ensures that the French network operator GRTgaz notifies GRTgaz D of two separate daily values for

entered and exited capacities, i.e. not only of the daily net value. Otherwise, the hourly profile on the German side shall be reduced.

Article 7. Operational Instructions

1. GRTgaz D shall be entitled to give operational instructions to the balancing group manager or shipper in the event that GRTgaz D anticipates the occurrence of operating conditions that endanger the safety and operational integrity of the gas transportation system based upon its own assessment, which again is based on the generally approved practices of engineering and operation. Above and beyond this, GRTgaz shall be entitled to give operational instructions to the balancing group manager or shipper in the event that GRTgaz is unable to fulfil its obligations arising from the network contract due to:
 - a. Insufficient or excessive operating pressures in GRTgaz D's gas transmission system, especially in the event of large fluctuations in flow, or
 - b. Events or circumstances that affect the safety or integrity of the gas transportation system, including the necessity of carrying out unscheduled service work, or
 - c. An event of Force Majeure
2. GRTgaz D shall only make use of the operational instruction, if other network related or market related measures could not, or not in time, eliminate the threat or interruption. In addition, GRTgaz D shall make all reasonable efforts to use such an operational instruction firstly at such entry and exit points, where the respective balancing group manager or shipper have caused by their actions or defaults the need for an operational instruction. In the event that such entry or exit points are not identifiable, or the respective balancing group managers or shippers are not in the position to eliminate the cause for the need for an operational instruction, GRTgaz D shall make use of operational instructions similarly against all balancing

group managers or shippers whose entry points and/or exit points are significant for the occurrence of the need for an operational instruction.

3. Every operational instruction may contain the following information:
 - a. Date and hour of issuance,
 - b. Moment when the operational instruction takes effect,
 - c. Term of the operational instruction (if none indicated, the operational instruction shall remain in force until further notice of different contents),
 - d. A description of the entry points and/or exit points, to which the operational instruction applies,
 - e. Actions described, which shall be performed by the balancing group manager or shipper at the entry points and/or the exit points in order to comply with the operational instruction,
 - f. The reasons for issuing the operational instruction, and
 - g. Other information that is significant for the operational instruction.
4. The balancing group manager or shipper shall be obligated to carry out the actions demanded by GRTgaz D in the operational instruction. In the event that the balancing group manager is not in the position to comply with the operational instruction, it shall notify GRTgaz D thereof without undue delay, stating reasons.
5. In the event that the balancing group manager or shipper does not make all reasonable effort to comply with the operational instruction, GRTgaz D shall be entitled to amend the respective nominations on its behalf.
6. In the event that the balancing group manager complies with the operational instruction, or the respective nomination pursuant to Section 3 e of this

Article 7 is amended, the shippers shall not be obligated to pay capacity overrun fees.

7. GRTgaz D shall be exempt from any liability due to economic losses resulting from the application of an operational instruction or an amendment of a nomination pursuant to Section 5.

Article 8. Dispatching Addresses

The contact data shall be exchanged during the communications test.

Article 9. Governing Version

This English Version of the Operation Manual is only a working translation. Only the German Version is legally binding. This means especially that in the event of discrepancies and/or contradictions between the German and the English Version the German Version shall always prevail.



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Annex: Technical Rule: Code of Practice G 2000: Minimum Requirements in Respect of Interoperability and Connection to Gas Supply Networks