

# **TECHNICAL CONDITIONS**

**OF ACCESS AND CONNECTION TO THE STORAGE FACILITY OF NAFTA a.s.**

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**Valid from 1.4.2015**

NAFTA a.s., Votrubova 1, 821 09 Bratislava, Slovak Republic, Company ID No. 36 286 192, registered in the Commercial Register maintained by the City Court Bratislava III, Section: Sa, File No.: 4837/B

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## 1. INTRODUCTORY PROVISIONS

- 1.1. NAFTA a.s., Votrubova 1, 821 09 Bratislava, Slovak Republic, Company ID No. 36 286 192, registered in the Commercial Register maintained by the City Court Bratislava III, Section: Sa, File No.: 4837/B acting as a storage system operator (the “**Storage System Operator**” or “**SSO**”), has prepared this document in the present form, with the present content and the effective date provided below (the “**Technical Conditions**”).
- 1.2. The main purpose of this document (i.e. these Technical Conditions) is to describe all relevant conditions of technical character. This procedure and the resulting document is based on currently applicable legislation and was prepared to make the rights and obligations of gas market participants more transparent, appropriate, uniform and efficient.
- 1.3. These Technical Conditions also contain the conditions for the connection of new facilities to the Storage Facility and the conditions for the operation of interconnected facilities.
- 1.4. These Technical Conditions are based on the present information available to the Storage System Operator regarding the gas market and relevant technology. In the event of any changes concerning the gas market and/or the legislation, these Technical Conditions may be subject to any corresponding changes and/or amendments.
- 1.5. The provisions of these Technical Conditions shall be legally binding on the Storage System Operator, gas market participants and other parties when valid and effective.
- 1.6. The following applies to the interpretation of these Technical Conditions:
  - 1.6.1. any reference to a singular shall also include plural and vice versa,
  - 1.6.2. any reference to a third party shall include any natural person, legal entity, association or business company.
  - 1.6.3. the articles in these Technical Conditions relate to single digit numbers that appertain to headings (e.g. “2. DEFINITIONS OF TERMS”) Paragraphs of these Technical Conditions apply to two-digit or three-digit numbers (e.g. “3.4 Nominations and Renominations”).

## 2. DEFINITIONS OF TERMS

Unless otherwise stipulated in these Technical Conditions, the capitalised terms will have the following meaning:

- 2.1. **“Operation Site”** means an enclosed or otherwise delineated area of the SSO, on which the surface storage facilities are located (for the purposes of these Technical Conditions, the Operation Site is generally a complex of buildings and technological equipment owned or operated by the SSO, which serves in particular for gas storage purposes in the Storage Facility, or to provide technical and servicing activities related to gas storage);
- 2.2. **“Day-Ahead Injection/Withdrawal Rate”** means gas storage service provided by the SSO under the terms and conditions set out in the Rules of Operation;
- 2.3. **„Distribution System“** means the gas distribution facility in on the part of the designated territory, including high-pressure gas pipelines serving primarily for transporting gas on the part of the designated territory;
- 2.4. **“Website”** means the SSO's website <http://www.nafta.sk> ;
- 2.5. **“Individual Firm Services“** means the gas storage services provided by the SSO, as detailed in the Rules of Operation;
- 2.6. **“Individual Interruptible Services“** means the gas storage services provided by the SSO with the right to be interrupted, as detailed in the Rules of Operation;
- 2.7. **“kWh”** means a unit of energy and/or represents a quantity of gas, complete combustion of which releases 1 kWh of thermal energy;
- 2.8. **“m<sup>3</sup>”** means the quantity of natural gas that at the temperature of 15°C, absolute pressure of 101.325 kPa, and relative humidity  $\varphi=0$  takes the volume of one cubic meter;
- 2.9. **“Measuring Point”** means the point where gas parameters are measured;
- 2.10. **“Connection Point”** means the point(s) where the gas market participant's facility is or will be physically connected to the Storage Facility;
- 2.11. **“MPa”** means a multiple of the basic unit of pressure, i.e. 1,000,000 Pa; a pressure so identified means overpressure, i.e. absolute pressure reduced by the barometric pressure;
- 2.12. **“Nomination”** means a written request by the Customer for the quantity of gas that the SSO is to inject or withdraw into/from the Storage Facility within the set time period; such a request is to be submitted before the start of the injection or withdrawal of gas, in the forms and periods laid down in these Technical Conditions;
- 2.13. **“Commercial Dispatching”** means the SSO's workplace where the authorised staff perform dispatching service and where the related technical and communication equipment is located; Commercial Dispatching provides communication with Customers and business information sharing, in particular concerning Nominations and Renominations;
- 2.14. **“Firm Storage Capacity”** means the Storage Capacity that the SSO cannot interrupt or reduce on the basis of a Gas Storage Agreement, other than as provided by the applicable legislation and these Technical Conditions;
- 2.15. **“Gas Day”** means a time period commencing at 6:00 a.m. of Central European Time; on the day of transition to Central European Summer Time the Gas Day represents a time period of 23 hours and on the day of transition to Central European Time the Gas Day represents a time period of 25 hours;

- 2.16. **“Gas Facility”** means a facility designed for gas transmission, gas distribution, or gas storage including facilities necessary for providing ancillary services, a facility necessary for ensuring access to, and operation of the system, including the main gas closure valve and direct gas pipeline;
- 2.17. **“Business day”** means a day that is not Saturday, Sunday, or official public holiday in the Slovak Republic;
- 2.18. **“Working Volume”** means a quantity of gas in the Storage Facility that can be injected and later withdrawn, i.e. which may be used by Customers for storage of gas;
- 2.19. **“Interconnected Storage Facility”** means a storage facility usually called the Underground Gas Storage Láb 4<sup>th</sup> Construction, which is directly physically interconnected with the Storage Facility and which is operated by POZAGAS a.s., Malé námestie 1, 901 01 Malacky, registered in the Commercial Register maintained by the City Court Bratislava III, Section: Sa, File No.: 1271/B, Company ID No. 31 435 688;
- 2.20. **“Interconnection Point with Virtual Trading Point Austria”** means the delivery point via which gas enters/exits into/from the Storage Facility with physical delivery/take at the WAG/MAB interconnection point in the East market zone in Austria, or at another point in the East market zone in Austria, provided that the SSO shall specify the particular point for physical delivery/take in the East market zone in Austria;
- 2.21. **“Interconnection Point with the Distribution System”** means the sum of physical delivery points of the Storage Facility and the Distribution System for purposes of its withdrawal;
- 2.22. **“Interconnection Point with the Transmission System”** means the sum of physical delivery points through which natural gas enters/exits to/from the Storage Facility from/to Transmission System for the purposes of its injection/withdrawal;
- 2.23. **“Transmission System”** means a system of compressor stations and system of especially high-pressure pipelines that are mutually interconnected and serve for transporting gas within the designated territory, with the exception of the gas production system Gas Production System, Storage Facility and high-pressure pipelines serving for transporting gas on the part of the designated territory;
- 2.24. **“Interruptible Storage Capacity”** means Storage Capacity that the SSO can interrupt or reduce on the basis of the Rules of Operation and/or the Gas Storage Agreement;
- 2.25. **“Interconnected Facility Operator”** means a gas market participant in the territory of the Slovak Republic operating (together with the SSO) the Gas Facility interconnected with the Storage Facility, in particular to ensure mutual operability between the Storage Facility and Gas Facility of a gas market participant in the territory of the Slovak Republic;
- 2.26. **“Rules of Operation”** means the document setting out the business conditions for access to and use of the Storage Facility prepared by the SSO in accordance with legal regulations valid and effective in the SR and published on the SSO's Website;
- 2.27. **“Renomination”** means a Nomination by means of which a Customer, in the form and within the periods stipulated in these Technical Conditions, makes changes to the preceding Nomination;

- 2.28. **“Storage Account”** means a separate account maintained by the SSO for each Customer and each Gas Storage Agreement, where the current gas quantity stored in the Storage Facility for the respective Customer is recorded;
- 2.29. **“Slovak Gas Dispatching”** means the workplace where the authorised staff of the company which is operating this dispatching, perform non-stop 24-hour dispatching service and which uses to perform the functions of gas dispatching such as state in legal regulations valid and effective in Slovak Republic;
- 2.30. **“Danger”** means with respect to any part of the Storage Facility and/or a facility of the Interconnected Facility Operator and/or any third party connected facility the origination or threatening origination of: (a) life or health hazard concerning the representatives of the SSO, Interconnected Facility Operator or any third party, (b) threat to the property of the SSO, Interconnected Facility Operator or any third party, (c) leak of gas or products from the Storage Facility, interconnected facilities or facilities connected/connecting to the Storage Facility, or (d) limitation or interruption of SSO's services; provided that any of the aforementioned circumstances under (a) – (c) threatens to arise during the performance of the activities of the SSO, Interconnected Facility Operator or a third party while performing the duties arising under the Gas Storage Agreement, Connection Agreement or Interconnected Facility Operation Agreement;
- 2.31. **“Technical Capacity of the Storage Facility”** means the maximum firm Working Volume, maximum firm Injection Rate and maximum firm Withdrawal Rate that the SSO can provide to gas market participants while reflecting integrity of the Storage Facility and operating requirements of the Storage Facility that are determined by the physical characteristics of the Storage Facility and by the Gas Facility linked to the Storage Facility;
- 2.32. **“Technical Dispatching”** means the workplace of the SSO, where the authorised staff perform non-stop 24-hour dispatching service and where the relevant technical and communication equipment is located, designed in particular to control the Storage Facility and share the relevant technical information within the Storage Facility and with the Interconnected Facility Operators;
- 2.33. **“Gas Production System”** means a network of pipelines designed to transport produced gas from the production point to the processing point, or to the gas delivery point to the linked Gas Facility;
- 2.34. **“Withdrawal Season”** means the time period in which as a rule natural gas is withdrawn from the Storage Facility, and which as a rule runs from 1 November of the respective year to 30 April of the following year;
- 2.35. **“Withdrawal Rate”** means the quantity of gas that can be withdrawn from the Storage Facility per unit of time; the Withdrawal Rate varies depending in particular on the Working Volume of gas stored in the Storage Facility, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility and Gas Facility linked to the Storage Facility, where for the purposes of this definition the unit of time means the Gas Day;
- 2.36. **“Storage Capacity”** means part of the Technical Capacity of the Storage Facility comprising the Working Volume, Withdrawal Rate and Injection Rate;
- 2.37. **“Injection Season”** means the time period in which as a rule natural gas is injected into the Storage Facility, and which as a rule runs from 1 May to 31 October of the respective year ;

- 2.38. **“Injection Rate”** means the quantity of gas that can be injected into the Storage Facility per unit a time; the Injection Rate varies depending in particular on the Working Volume of gas stored in the Storage Facility, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility and Gas Facility linked to the Storage Facility, where for the purposes of this definition the unit of time means the Gas Day;
- 2.39. **“Within-Day Injection/Withdrawal Rate”** means gas storage service provided by the SSO under the terms and conditions set out in the Rules of Operation;
- 2.40. **“Customer”** means a natural or legal person that has a Gas Storage Agreement concluded with the SSO;
- 2.41. **“Storage Facility”** means the facility operated by the SSO, located in the territory of the Slovak Republic and used for the storage of natural gas and supplementary services relating to injection into the Storage Facility, withdrawal from the Storage Facility and treatment and transport of gas to or from the system with the exception of those parts of the Storage Facility which are exclusively reserved for Transmission System operators or Distribution System operators for the purpose of ensuring their operations;
- 2.42. **“Connection Agreement”** means an agreement entered into between the SSO and the Applicant for the connection of Applicant's facility to the Storage Facility;
- 2.43. **“Gas Storage Agreement”** means the contract for access to the Storage Facility and storage of the gas pursuant to the legal regulations valid and effective on the territory of the SR, by which the SSO undertakes, after the conditions stipulated in the valid Rules of Operation of the SSO are met, to allocate to the gas market participant the agreed Storage Capacity and to secure storage of gas during the entire contractual period up to the level of the agreed Storage Capacity, and the gas market participant undertakes to pay for the storage and associated services;
- 2.44. **“Interconnected Facility Operation Agreement”** means an agreement between the SSO and the Interconnected Facility Operator regulating in particular the work and activities ensuring mutual operability and interconnection between the Storage Facility and Gas Facility of the Interconnected Facility Operator;
- 2.45. **“Applicant”** means a natural person or a legal entity that files an Application for Connection or Application for Interconnection to the SSO, or applies for the provision of services based on the Rules of Operation;
- 2.46. **“Application”** means an Application for Connection, an Application for Interconnection or an application for the provision of services based on the Rules of Operation;
- 2.47. **“Application for Interconnection”** means a written application of a gas market participant for the interconnection of its facilities with Storage facilities;
- 2.48. **“Application for Connection”** means a written application of a gas market participant for a physical connection of its facility to the Storage Facility;

### 3. INFORMATION FOR APPLICANTS FOR ACCESS AND CUSTOMERS

#### 3.1. Gas transport to/from the Storage Facility and delivery points

3.1.1. The Customer may provide for gas transport from/to the Storage Facility via Gas Facilities physically interconnected with the Storage Facility, as specified below.

- a) The Transmission System via several physical delivery points together constituting the Interconnection Point with the Transmission System and geographically located in the cadastral areas of Láb and Gajary – this interconnection serves for gas transport to/from the Storage Facility, to/from the Interconnected Storage Facility and to/from the system in the territory of the Republic of Austria (gas transport between the Storage Facility and Interconnection Point with Virtual Trading Point Austria);
- b) Interconnected Storage Facility – this interconnection serves for Customers of the Storage Facility and customers of Interconnected Storage Facility for access to/from the system in the territory of the Republic of Austria; the interconnection facilitates gas transport between the Storage Facility and Interconnection Point with Virtual Trading Point Austria (via Interconnected Storage Facility), and is geographically located in immediate vicinity of the Operation Site in the cadastral area of Plavecký Štvrtok;
- c) The Distribution System via several physical delivery points together constituting the Interconnection Point with the Distribution System and geographically located in the cadastral area of Plavecký Štvrtok – this interconnection serves for gas transport from the Storage Facility and from the Interconnected Storage Facility;
- d) The Gas Production network which is interconnected with the Storage Facility at several points in the Operation Sites in the cadastral areas of Láb and Gajary – this interconnection serves mainly for the transport of gas necessary for geological and technological consumption of the Storage Facility.

3.1.2. Information on Business and Technical Conditions for access to and use of the linked Gas Facilities is published here:

[Interconnected Storage Facility](#)

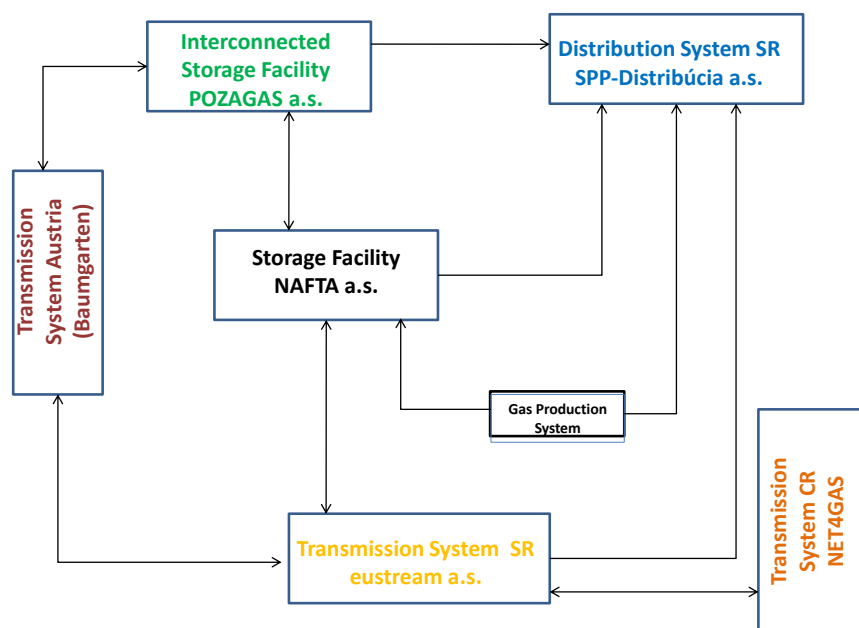
[Transmission System](#)

[Distribution System](#)

[Gas Production System](#)

3.1.3. Illustrated below is the location of the Storage Facility in relation to the linked Gas Facilities:





### 3.2. Gas Quality Parameters

- 3.2.1. Since the Storage Facility is physically interconnected solely with the linked Gas Facilities, the SSO has agreed with Interconnected Facility Operators in Interconnected Facility Operation Agreements on mutually accepted values of gas quality parameters, the method of their setting and review so as to respect conditions for access and use their Gas Facilities.
- 3.2.2. The SSO will take from the linked Gas Facilities the gas with the quality parameters in Measuring Points corresponding to values agreed in the Interconnected Facility Operation Agreements.
- 3.2.3. If the SSO decides take over gas, which quality parameters are not in accordance with the provisions of the preceding paragraph 3.2.2, then is entitled after change of physical flow direction to deliver to the respective linked Gas Facility the same quantity of gas with non accordance quality parameters of what the SSO took over. It is not possible to apply any penalties against the SSO for delivery such quantity of gas.
- 3.2.4. If the SSO interrupts or limits the gas storage services by reason of non-compliance gas quality parameters then will apply rules set out in paragraph 3.7. of these Technical Conditions.
- 3.2.5. The Customer will respect that the gas quality parameters can be determined only for physical flow of gas. The SSO will provide data concerning quality parameters of gas injected to or withdrawn from Storage Facility by request of Customer for the time period and respective delivery point at which nominated direction of gas flow was the same as direction of physical gas flow.

### 3.3. Communication Criteria

- 3.3.1. For communication with the SSO, the Customer must have available during the term of the Gas Storage Agreement:
  - a) equipment facilitating constant access to websites, their viewing and entering data via these websites;
  - b) equipment facilitating the receipt and sending of e-mails at any time during the day;
  - c) equipment facilitating the receipt and sending of fax messages at any time during the day;
  - d) equipment facilitating voice transmission at any time during the day;
  - e) address at which the Customer may receive correspondence from the SSO via postal and/or courier services.
- 3.3.2. The Applicant for services under the Rules of Operation must have available communication equipment as specified in the previous paragraph at least from the filing of the Application until the receipt of the result of Application assessment by the SSO.
- 3.3.3. Applicants for services under the Rules of Operation send information concerning their communication equipment to the SSO along with their Application. Customers shall send information on their current communication lines when submitting their first Nomination at the latest. In the event of change to any of the data, the Applicant or the Customer shall be obliged to notify the SSO of the new data immediately following such change.
- 3.3.4. Applicants for services under the Rules of Operation and Customers shall communicate with the SSO preferably by electronic form, unless otherwise stipulated for specific cases in these Technical Conditions or the Rules of Operation.
- 3.3.5. Electronic form of communication means communication via web portal, e-mail messages, or messages sent via [Edig@s](mailto:Edig@s) protocol.
- 3.3.6. An alternative method in the event of failure of electronic communication (in particular due to failure and/or other serious occurrence beyond control of the Customer or Applicant) shall represent communication via fax lines. Voice transmission will be used only in the event that no electronic or fax communication is available.
- 3.3.7. Unless otherwise stipulated for specific events in the Gas Storage Agreement or the Rules of Operation, the Customer shall communicate with the SSO through the Commercial Dispatching.
- 3.3.8. The SSO shall publish, and where necessary, update without undue delay, the postal address and communication lines of the Commercial and Technical Dispatching on its Website.
- 3.3.9. The SSO shall provide to each Customer the details necessary to use the web portal.
- 3.3.10. The SSO is entitled to use and process information received from Customer, to the extent they are needed to ensure due and efficient performance of its duties. Such entitlement shall include in particular the right of the SSO to communicate about Nominations/Renominations with Interconnected Facility Operators, provide relevant authorities with information requested under generally binding

regulations valid and effective in the SR, or in the territory of an state where the Customer is based, and record any telephone calls relating to the performance of the Gas Storage Agreement. Any information obtained by the SSO shall be kept confidential and without written consent of the respective Customers not to divulge this to the third party or employees who do not normally have access to such documents.

### 3.4. Nominations and Renominations

- 3.4.1. The SSO accepts Nominations/Renominations requesting the provision of Injected Rate during the Injection Season. The SSO accepts Nominations/Renominations requesting the provision of Withdrawal Rate during the Withdrawal Season. Nominations/Renominations sent in accordance with these rules shall be deemed as a request for the provision of a seasonal gas flow direction.
- 3.4.2. The exact date of the respective Injection and Withdrawal Season shall be set by the SSO in particular regarding the scheduled storage limitations or interruptions and the information about the beginning and end will be published on the Website at least 15 (fifteen) days before the beginning of the respective period.
- 3.4.3. Notwithstanding the above, the SSO may allow the possibility of nominating/renominating the counter flow for selected services, i.e. the possibility to request the provision of an Injection Rate during the Withdrawal Season and/or the provision of the Withdrawal Rate during the Injection Season in the event of agreed between the SSO and the Customer.
- 3.4.4. The Customer will be obliged to nominate/renominate the quantities of gas for injection so that the current balance of gas stocks in the Customer's Storage Account never exceeds the value of the Working Volume allocated under the respective Gas Storage Agreement.
- 3.4.5. The Customer is obliged to nominate/renominate the quantities of gas for withdrawal so that the current balance of gas stocks in the Customer's Storage Account is never less than 0 (zero).
- 3.4.6. If the Customer uses several delivery points and has set the maximum Working Volume value for some of them, then the Customer is obliged to meet the terms in paragraphs 3.4.4. – 3.4.5. for each delivery point separately.
- 3.4.7. The Customer is entitled to request in the Nomination/Renomination the Injection Rate and/or Withdrawal Rate up to the amount corresponding to the values set out in the Gas Storage Agreement, which is at the same time in line with the values of available rates and other conditions published by the SSO on its Website in advance. Information on the annual plan of available rates is included in the paragraph 3.7. [Storage Limitation or Interruption.](#)
- 3.4.8. The Customer is obliged to submit to the SSO the Nominations in the form and within the periods below:
  - a) for the Interconnection Point with the Distribution System and for the Interconnection Point with the Transmission System daily Nomination by 15:00 on a Gas Day preceding the respective Gas Day

- b) for the Interconnection Point with Virtaula Trading Point Austria daily Nomination by 14:00 on a Gas Day preceding the respective Gas Day;
- 3.4.9. If the SSO does not receive the daily Nomination according to the conditions of the previous point 3.4.8., the SSO shall consider the nominated quantity of gas of the given Customer as zero for the respective Gas Day.
- 3.4.10. If the Customer delivers to the SSO within the deadlines stated in point 3.4.8. multiple Nominations pertaining to the identical time period, identical delivery point, identical direction of gas flow and identical Gas Storage Agreement, the SSO shall only evaluate the last Nomination. The SSO shall not evaluate any previously delivered Nominations.
- 3.4.11. The SSO will verify the compliance of delivered Nominations with the concluded Gas Storage Agreements and other relevant facts (in particular, information concerning the scheduled storage services limitations or interruptions) and in the event of compliance the SSO shall confirm daily Nomination for next Gas Day on the previous day at the latest by 18:00.
- 3.4.12. The Customer is entitled to send to the SSO Renominations, by which the Customer changes the daily Nomination at any time during the time period:
- a) starting at 15:01 and ending at 16:00 of the given Gas Day to which the Renomination applies in the case of use of the Interconnection Point with the Distribution System;
  - b) starting at 15:01 and ending at 3:00 of the given Gas Day to which the Renomination applies in the case of use of the Interconnection Point with the Transmission System;
  - c) starting at 14:01 and ending at 3:00 of the given Gas Day to which the Renomination applies in the case of use of the the Interconnection Point with the Virtual Trading Point Austria.
- 3.4.13. The SSO shall verify compliance of delivered Renominations with the concluded Gas Storage Agreements and other relevant facts (in particular information concerning scheduled storage services limitations or interruptions) and in event of compliance it shall confirm:
- a) Renominations that were delivered before 20:00 of the previous Gas Day, by 22:00; the SSO shall start to provide services requested according to these Renominations from 6:01 of the Gas day, to which they apply;
  - b) Renominations that were delivered between 20:01 and 4:00 of the previous Gas Day, always within 120 minutes after the end of a full calendar hour, following the delivery of Renomination; the SSO shall start to provide services requested according to these Renominations from 6:01 of the given Gas Day;
  - c) Renominations that were delivered between 4:01 of the previous Gas Day and 3:00 of the given Gas Day, always within 120 minutes after the end of a full calendar hour, following the delivery of Renomination; the SSO shall start to provide services requested according to these Renominations always after the lapse of 2 hours from the end of a full calendar hour, following after the delivery of Renomination; for avoidance of doubts – the SSO shall confirm the Renomination delivered between 6:01 and 7:00 by 9:00 of the given Gas Day and the SSO shall start to provide services requested by it from 9:01; the SSO shall confirm the Renomination delivered

between 15:01 and 16:00 by 18:00 and the SSO shall start to provide services requested by it from 18:01 on the given Gas Day.

- 3.4.14. If the Customer delivers to the SSO multiple Renominations within deadlines stated under letters a), b), c) of the previous point, and these Renominations shall pertain to the identical time period, identical delivery point, identical direction of the gas flow and identical Gas Storage Agreement, the SSO shall only evaluate the Renomination that was delivered as last before the lapse of the respective time deadline. The SSO shall not evaluate any previously Renominations.
- 3.4.15. The customer can send to the SSO also Nomination/Renomination indicating a schedule of required amount of the gas for each full calendar hour of the Gas Day to which the Nomination/Renomination applies. The sum of requested hourly quantities shall not exceed the maximum Injection/Withdrawal Rate corresponding to the current state of the Storage Account pursuant to the Gas Storage Agreement. The amount of gas, that is required injected and/or withdrawn according such hourly schedule shall not exceed 1/24 (one twentyfourth) of maximum Injection/Withdrawal Rate corresponding to the current state of the Storage Account pursuant to the Gas Storage Agreement in any of the hour.
- 3.4.16. The SSO will respect the hourly schedule in case of technical possibilities of the Storage Facility and when such fulfillment Nomination/Renomination will be approved by the Interconnected Facility Operator in respective delivery point. The SSO will indicated in response to the Nomination/Renomination if it will be possible to respect the hourly schedule. The confirmation of Injection/Withdrawal Rate will be not affected by refusing of the hourly schedule, i.e. the total amount of gas required for injection/withdrawal at the Gas Day to which Nomination/Renomination applies.
- 3.4.17. The Renomination relates to the whole remaining part of the Gas Day. The Customer has the right to require injection/withdrawal only such quantity of gas which is less than or equal to what is possible to inject/withdrawn with his maximum Injection/Withdrawal Rate during remaining part of the Gas Day, i.e. that part of the Gas Day that shall lapse from the start of providing services requested by Renominations pursuant to point 3.4.13 to the end of the given Gas Day. It is not possible to renominate the quantity of gas already withdrawn or injected.
- 3.4.18. The Customer shall send a Nomination/Renomination electronically.
- 3.4.19. The Nomination/Renomination sent by the Customer to the SSO shall contain:
- a) Date and time of sending;
  - b) Customer identification (business name);
  - c) Identification of the Gas Storage Agreement, under which the performance of the Nomination/Renomination is requested (the code assigned to the Gas Storage Agreement);
  - d) Date and time of the beginning and end of the period to which the Nomination/Renomination applies;
  - e) Definition of the type of service, which is required in the performance of the Nomination/Renomination (e.g. firm, interruptible, individual service, etc.);

- f) Determining the delivery point through which the gas will be transported to/from the Storage Facility;
- g) Determining the direction of the gas flow (injection/withdrawal) required by the Customer;
- h) The required Injection and/or Withdrawal Rate for each day to which the Nomination/Renomination applies;
- i) Information on the customs status of gas.

3.4.20. SSO shall be entitled to refuse Customer's Nomination/Renomination:

- a) if it does not comply with the Gas Storage Agreement, Rules of Operation and these Technical Conditions;
- b) if the SSO identifies that it does not meet the requirement for the provision of services sent to the Interconnected Facility Operator by the Customer in order to provide the services of gas transport to/from the Storage Facility;
- c) where there are reasons for the [limitation or interruption of storage services](#) (scheduled and published at least 15 days in advance, or unscheduled, for reasons set out in these Technical Conditions or when required services are provided as interruptible);

3.4.21. SSO may also confirm an extraordinary Renomination in the event that non-confirmation would result in reduced operating safety of the linked Gas Facilities.

3.4.22. Given the fact that the SSO shall accept a Nomination/Renomination to any gas quantity that is in accordance with the Gas Storage Agreement, the SSO does not consider it necessary to establish rules for joint Nominations/Renominations of multiple Customers. In the event that any Customer requires sending of joint Nomination/Renomination, the SSO shall agree with the Customer on the conditions for receiving and confirming it while preserving the aforementioned provisions of point 3.4. of these Technical Conditions.

3.4.23. The Customer entitled under the Gas Storage Agreement to use several delivery points, will send a Nomination/Renomination separately for each of these points. Nomination/Renomination for every one of the delivery points of the Storage Facility must meet all the requirements as specified in paragraph 3.4.19.

3.4.24. The Customer has right to request by the Nomination set in paragraph 3.4.8. or according to Renomination set in paragraph 3.4.12. Day-Ahead Injection/Withdrawal Rate respecting the relevant time limits. In this case special code for using those services has to contain in Nomination/Renomination.

3.4.25. SSO publishes the information about the value of offered Day-Ahead Injection/Withdrawal Rates on the given Gas Day at 10:00 for the following Gas Day for specific delivery points on its Website.

3.4.26. The value of the Day-Ahead Injection/Withdrawal Rates varies from Customers' Nominations and Technical Capacity of Storage Facility.

- 3.4.27. If several Customers order Day-Ahead Injection or Day-Ahead Withdrawal Rates within the time period set by the SSO in paragraph 3.4.8. and the sum of the requirements exceeds the quantity offered for the respective service, the SSO will allocate Injection or Withdrawal Rates to individual Customers pro rata, considering the proportion between the nominated/renominated Day-Ahead Injection/Withdrawal Rates . The SSO will apply the same principle to each delivery point and to each gas flow direction separately.
- 3.4.28. If several Customers order Day-Ahead Injection or Day-Ahead Withdrawal Rates within the time period set by the SSO in paragraph 3.4.12. and the sum of the requirements exceeds the quantity offered for the respective service and respective delivery point, the SSO will allocate Injection or Withdrawal Rates in the order had been received respective Renominations (first come first served). For Renominations received in the same calendar minute the procedure described in the preceding paragraph 3.4.27. will be applied.
- 3.4.29. The Customer has right to request by the Renomination received from 4:01 of the previous Gas Day Within-Day Injection/Withdrawal Rate respecting the time limits set in paragraph 3.4.12. In this case special code for using those services has to contains in Renomination.
- 3.4.30. SSO publishes the information about the value of offered Within-Day Injection/Withdrawal Rates for specific delivery points on its Website.
- 3.4.31. The value of the Within-Day Injection/Withdrawal Rates varies from Customers' Renominations and Technical Capacity of Storage Facility.
- 3.4.32. If several Customers order Within-Day Injection or Within-Day Withdrawal Rates within the time period set by the SSO and the sum of the requirements exceeds the quantity offered for the respective service, the SSO will allocate Within-Day Injection or Within-Day Withdrawal Rates to individual Customers in order had been received respective Renominations (first come first served). The SSO will apply the same principle to each delivery point and to each gas flow direction separately.
- 3.4.33. Where by means of a Nomination/Renomination a number of Customers order Injection or Withdrawal Rates connected with Interruptible Storage Capacity and/or Individual Interruptible Services, the SSO will first allocate the rates related to the interruptible seasonal gas flow direction and then the rates related to the interruptible counter flow. If the demands for interruptible services exceeds Technical Capacity of the Storage Facility, the SSO will allocate quantities of gas by percentage usage of contracted interruptible services in accordance with Gas Storage Agreement while at first interruptible services are allocated with the lowest percentage usage according to Nomination/Renomination in a given Gas Day. If the percentage usages of contracted interruptible services according to Gas Storage Agreement are the same, the quantities of gas will be allocate by observing their equal percentage usage.

### **3.5. Allocation Scheme**

- 3.5.1. Gas quantities nominated by the Customer for injection shall be deemed injected gas quantities, except where unscheduled storage limitation or interruption took place. The SSO will add the injected gas quantities to the Customer's Storage Account corresponding to the Gas Storage Agreement under which injection is requested.
- 3.5.2. Gas quantities nominated by the Customer for withdrawal shall be deemed withdrawn gas quantities, except where unscheduled storage limitation or interruption took place. The SSO will deduct the withdrawn gas quantities from the Customer's Storage Account corresponding to the Gas Storage Agreement under which withdrawal is requested.
- 3.5.3. The provisions of the preceding paragraphs relate to the nominated/renominated Injection and/or Withdrawal Rates, i.e. amount of gas required for the whole of a Gas Day.
- 3.5.4. Fulfilment requirements of the Customer is always related to the nominated/renominated Injection/Withdrawal Rates.
- 3.5.5. The sum of gas quantities injected under the Gas Storage Agreement within a calendar year cannot exceed the value of the Working Volume allocated to the Customer in such Gas Storage Agreement. The same applies to the aggregate withdrawn gas quantities.
- 3.5.6. If the Customer uses several delivery points and has set the maximum Working Volume value for some of them, then the Customer is obliged to meet the requirements stipulated in paragraph 3.5.3. for each delivery point separately.
- 3.5.7. Notwithstanding the provisions of paragraphs 3.5.3. and 3.5.4., the SSO and Customer may agree on exceeding the sum of injected and/or withdrawn gas quantities within the calendar year, in particular if the Customer uses the services with the option to nominate counter flow. In such event, the SSO shall stipulate in the Gas Storage Agreement the extent to which the aggregate injected and/or withdrawn gas quantities can be exceeded within a calendar year.
- 3.5.8. All quantitative and qualitative differences between the nominated and actually withdrawn and/or injected gas shall be reconciled by the SSO with Interconnected Facility Operators.
- 3.5.9. If the SSO did not confirm the full extent of the Customer's Nomination/Renomination in particular due to non-compliance with the requirement to provide services which Customer sent to Interconnected Facility Operator, due to limitation or interruption of storage services, non-compliance with the Gas Storage Agreement, Rules of Operation, these Technical Conditions or due to service requirements exceeding the Technical Capacity of the Storage Facility, the SSO shall allocate the Customer the quantity of gas according its confirmation of the Customer's Nomination/Renomination.



### **3.6. Use of Storage Capacity**

- 3.6.1. In order to ensure efficient access and usage of the Storage Facility, as well as sufficient protection of underground parts of the Storage Facility and ensure long-term Technical Capacity of the Storage Facility, the SSO has implemented the following rules for the use of the Storage Capacity by Customers:
- a) Gas Storage Agreement must be concluded at least for a period during which the Customer, based on the parameters of the allocated Storage Capacity, may achieve in the Storage Account the balance equal the maximum allocated Working Volume at least once, and can withdraw the entire gas quantity by the end of the term of the Storage Agreement;
  - b) in the event that under the Storage Agreement, the Customer is allocated Storage Capacity for a period of 1 year or longer, the Customer is obliged to achieve in its Storage Account the gas stocks equal or higher than determined for the respective year by the SSO at least once a year, on the date set for the respective year. Information on the mandatory stocks and the date when they are to be achieved in the respective year shall be published by the SSO on its Website by 30 November of the previous year at the latest together with annual plan of available rates For avoidance of doubt – if the SSO will not publish information according this paragraph, obligation to achieve mandatory gas stocks shall not apply to Customer; the Customer's obligations stated in paragraphs 3.4.1. – 3.4.7. of these Technical Conditions and indicated in the Rules of Operation concerning withdrawal of gas until the end force of the Gas Storage Agreement remain preserved.
- 3.6.2. The SSO shall be entitled to request the Customer through the Commercial Dispatching to submit the Storage Capacity use plan for the following period of up to 6 months. The request for the Storage Capacity use plan must be delivered to the Customer by e-mail at least 10 days before the beginning of the period for which the plan is requested.
- 3.6.3. The Customer is obliged to send to the SSO the Storage Capacity use plan by e-mail or any other electronic form by the beginning of the period to which the plan applies. The plan will have the form of forecast monthly gas quantities which the Customer intends to inject and/or withdraw to/from the Storage Facility..
- 3.6.4. Where the SSO has requested the Storage Capacity use plan for a period of less than 30 days, the plan will have the form of forecast daily quantities that the Customer intends to inject and/or withdraw to/from the Storage..
- 3.6.5. Storage Capacity use plan will be prepared in a manner in compliance with the Gas Storage Agreement while meeting the requirements as specified above in 3.6.1. b)
- 3.6.6. SSO will modify the Storage Capacity use plan, where the use of the Storage Capacity according the plan prepared and submitted by the Customer could result in breach of the requirements as specified in the gas Storage Agreement and/or in paragraph 3.6.1. b) .
- 3.6.7. If it is clear that even with the use of maximum Injection Rates and/or Withdrawal Rates, the Customer will not meet the requirements as specified in 3.6.1. b), the

SSO will send the Customer written notice with options that the Customer may use be able to fulfil the obligations arising from paragraph 3.6.1. b). Such options may include e.g. proposal to use service of Day-Ahead Injection/Withdrawal Rate, to use service of the transfer of gas in the Storage Facility or a proposal to offer unused capacity on the secondary market. SSO will provide assistance for the successful use of options offered. If the Customer does not use any of the options, the SSO will be entitled to offer the unused capacity to other gas market participants on interruptible basis.

- 3.6.8. The Customer that fails/has failed to meet the requirements under this paragraph 3.6.. will be obliged to reimburse the costs and indemnify the SSO for damage caused as a result of Customer's conduct. The SSO has the right to claim indemnification for damage and reimbursement of costs within 1 year from learning thereof, but no later than 2 years from the breach of the requirements of par. 3.6.. by the Customer. The right to indemnification of damage and reimbursement of incurred costs shall not cease even if the Gas Storage Agreement of the respective Customer has terminated.

### **3.7. Storage Limitation or Interruption**

- 3.7.1. In order to ensure economical and safe use of the Storage Facility, the SSO carries out the necessary reconstruction, modernisation, repairs, maintenance and revisions of Storage facilities according to the plan prepared in advance.
- 3.7.2. In order to carry out the aforementioned work, the SSO is forced to limit, or even interrupt the provision of storage services to the necessary extent and for the necessary time.
- 3.7.3. SSO plans all aforementioned work with the purpose not to limit or limit to the minimum extent the provision of Injection and Withdrawal Rates with the seasonal gas flow direction.
- 3.7.4. The SSO publishes the plan of available rates on its Website usually in the form of monthly forecasts for the following calendar year, always by 30 November of the respective year. In the table, the SSO states the value corresponding to the respective percentage of the contractual Injection Rate and Withdrawal Rate representing the maximum limit for the nomination/renomination of rates by Customers in the respective month or a part thereof. For the avoidance of doubt – if the SSO publishes 100% as the value of available Injection or Withdrawal Rate, in the given period, the Customer is entitled to request in the Nomination/Renomination the provision of the Injection or Withdrawal Rate up to the maximum limit assigned to the Customer's Storage Account under the Gas Storage Agreement for the given account balance. If the SSO publishes as the value of available Injection or Withdrawal Rate 0%, the Customer cannot request the provision of such Injection or Withdrawal Rate in the Nomination/Renomination. If the amount of Technical Capacity of the Storage Facility is sufficient for respective Gas Day, the SSO can provide Customer the Injection Rate or the Withdrawal Rate exceeded value of the available rate, which is published for given time period.

- 3.7.5. The SSO updates the values of available rates well in advance during the year as necessary, but no later than 15 (fifteen) days before the beginning of the period to which the update applies.
- 3.7.6. The SSO will publish also other conditions, i.e. compulsory level of storage account and date of its achievement according paragraph 3.6.1., which the Customer is obliged to meet with respect to the requirements for the provision of storage services and publishes them in the same period as specified in 3.7.4. for the plan of available rates of the Storage Facility. These additional conditions remain valid for the entire following calendar year and the SSO may only change them upon prior agreement with Customers.
- 3.7.7. The SSO has the right to interrupt or limit the gas storage services unscheduled, in particular for the following reasons:
- a) with respect to services provided as interruptible under the Rules of Operation and/or the Gas Storage Agreement;
  - b) in the event of significant breach of the conditions set out in the Gas Storage Agreement by the Customer;
  - c) in the event of immediate threat to life, health or personal property and during containment of such events;
  - d) in the event of crisis situation in the gas sector and its prevention;
  - e) in the event of Danger or if there is a breakdown in the Storage Facility, the repair of which requires shutting down part or the whole Storage Facility (such breakdown means in particular any gas leaks on the main pipes, measuring device defects, long-term outage of electricity supply of the Storage Facility, major failure of the Storage Facility control system or a part thereof, leaks or other major geological or technical changes to underground parts of the Storage Facility);
  - f) for reasons attributable to the Interconnected Facility Operator and/or the operators of another related Gas Facilities (failure to provide gas transport services to Customer(s) to/from the Storage Facility, non-compliance with contractual conditions stated in the Interconnected Facility Operation Agreement, in particular the agreed pressure levels and gas quality parameters in interconnection points of the respective system with the Storage Facility or in Measuring Points, in the event of an accident or a major failure of the interconnected and/or another related Gas Facility); the limitation or interruption of storage services for the reasons set out in this paragraph 3.7.7. f) shall not be considered as a limitation or interruption of storage services cause through the fault of the SSO;
  - g) in the event of the origination of circumstances excluding the liability of the SSO (as defined in the Rules of Operation).
- 3.7.8. Unless otherwise agreed upon in the Gas Storage Agreement, the SSO shall notify the Customer of:
- a) the reason for unscheduled limitation or interruption of storage services;
  - b) envisaged duration of an unscheduled limitation or interruption of storage services;
  - c) envisaged extent of unscheduled limitation or interruption of storage services.

- 3.7.9. The notice of unscheduled limitation or interruption of storage services shall be sent to the Customers concerned by the Commercial Dispatching electronically by e-mail. Where electronic communication cannot be used or there is lack of time, the SSO will use other means of communication devices as specified in par. [3.3.1.](#) of these Technical Conditions. The notice will be subsequently sent by e-mail without undue delay.
- 3.7.10. The SSO shall apply the same procedure when notifying of the termination of unscheduled limitation or interruption of storage services. The SSO will make reasonable efforts for reduction of the time period and for reduction of consequences of the unplanned limitation or interruption.
- 3.7.11. In the event of an unscheduled limitation of the provision of Injection and/or Withdrawal Rates, the SSO shall apply the following order and principles:
- a) The SSO will limit, and where insufficient, interrupt the provision of Day-Ahead Injection/Withdrawal Rates and Within-Day Injection or Within-Day Withdrawal Rates in the counter flow pro rata, reflecting the ratio between them and the extent of limitation of the Technical Capacity of the Storage Facility;
  - b) The SSO will limit, and where insufficient, interrupt the provision of Day-Ahead Injection/Withdrawal Rates and Within-Day Injection or Within-Day Withdrawal Rates in the seasonal gas flow direction pro rata, reflecting the ratio between them and the extent of limitation of the Technical Capacity of the Storage Facility;
  - c) The SSO will limit, and where insufficient, interrupt the provision of Individual Interruptible Services in the counter flow and rates connected with Interruptible Storage Capacity in the counter flow; nominated/renominated quantities are restricted by percentage usage of contracted interruptible service in accordance to Gas Storage Agreement while at first interruptible services are limited with the highest percentage usage according to Nomination/Renomination in a given Gas Day. If the percentage usages of contracted interruptible services according to Gas Storage Agreements are the same, the contracted interruptible services will be restricted by observing their equal percentage usage;
  - d) The SSO will limit, and where insufficient, interrupt the provision of Individual Interruptible Services in the seasonal gas flow direction and rates connected with Interruptible Storage Capacity in the seasonal gas flow direction; nominated/renominated quantities are restricted by percentage usage of contracted interruptible service in accordance to Gas Storage Agreement while at first interruptible services are limited with the highest percentage usage according to Nomination/Renomination in a given Gas Day. If the percentage usages of contracted interruptible services according to Gas Storage Agreements are the same, the contracted interruptible services will be restricted by observing their equal percentage usage;
  - e) The SSO will limit, and where insufficient, interrupt the provision of Individual Firm Services in counter flow and rates connected with Firm Storage Capacity in the counter flow allocated based on

Nominations/Renominations for the respective Gas Day; nominated/renominated quantities are restricted by percentage usage of contracted firm service in accordance to Gas Storage Agreement while at first firm services are limited with the highest percentage usage according to Nomination/Renomination in a given Gas Day. If the percentage usages of contracted firm services according to Gas Storage Agreements are the same, the contracted firm services will be restricted by observing their equal percentage usage;

- f) The SSO will limit, and where insufficient, interrupt the provision of Individual Firm Services in seasonal gas flow direction and rates connected with Firm Storage Capacity in the seasonal gas flow direction allocated based on Nominations/Renominations for the respective Gas Day; nominated/renominated quantities are restricted by percentage usage of contracted firm service in accordance to Gas Storage Agreement while at first firm services are limited with the highest percentage usage according to Nomination/Renomination in a given Gas Day. If the percentage usages of contracted firm services according to Gas Storage Agreements are the same, the contracted firm services will be restricted by observing their equal percentage usage;

3.7.12. If the reasons for storage limitation or interruption concern only one of the delivery points, then the SSO will limit or interrupt storage first for the Customers using the respective delivery point for gas transport to/from the Storage Facility, applying accordingly the principles under 3.7.11.

### **3.8. Crisis situation in the gas sector and Dangers**

- 3.8.1. If a crisis situation in the gas sector is declared, the SSO shall follow the instructions of the Slovak Gas Dispatching and proceed in accordance with legal regulations valid and effective in the SR at the time of declaration and duration of the crisis situation in the gas sector.
- 3.8.2. By signing the Gas Storage Agreement, the Customer respects obligations that may arise for the SSO in case of the crisis situation in the gas sector, in particular the obligation to manage gas flows according to the instructions and provide information concerning the current status of gas stocks in the Storage Facility, Injection and Withdrawal Rates, current Nominations and Renominations to authorities designated in the legal regulations valid and effective in the SR to issue respective instructions and to receive information mentioned above. Respecting instructions and providing informations according this paragraph shall not give rise for any penalties against the SSO.
- 3.8.3. In case of Danger, the SSO will control gas flows so as to create the conditions for the containment of the Danger on the Storage Facility. Only facilities that can be sufficiently monitored, controlled and shut down immediately and safely in the event of extension of Danger to these facilities will be left under operation.
- 3.8.4. If, due to Danger, it is necessary to limit storage services, the SSO will proceed in accordance with paragraph 3.7.11. of these Technical Conditions.

- 3.8.5. If Danger concerns the facility of any Interconnected Facility Operator, who requested cooperation in the handling of the situation, the SSO will comply given the operating safety and balancing of the respective interconnected facility.

## 4. INFORMATION FOR APPLICANTS FOR CONNECTION

4.1. A natural person or legal entity wishing to connect its facilities to the Storage Facility will send an Application for Connection to the SSO. The obligation to submit the Application for Connection is only required for the connection of new facilities to the Storage Facility in accordance with these Technical Conditions. The aforementioned obligation does not apply to a facility:

- 4.1.1. that has been connected to the Storage Facility,
- 4.1.2. for which an Application for Connection has been filed,
- 4.1.3. for which the Connection Agreement has been concluded,
- 4.1.4. the connection of which the Storage Facility has commenced,
- 4.1.5. which has already been connected to the Storage Facility and the Applicant intends to carry out reconstruction that will make no substantial change to the parameters of the facility

before these Technical Conditions enter into effect.

4.2. The Application for Connection must include in particular:

- 4.2.1. if the Applicant is a natural person, whole name and surname, permanent address and date of birth.
- 4.2.2. If the Applicant is a legal entity, business name, registered office and identification number.
- 4.2.3. Postal address of the Applicant for Connection, to which deliveries can be made throughout the period of considering the Application for Connection.
- 4.2.4. Details about which of the following facilities the Applicant wishes to connect to the Storage Facility:
  - a) Transmission System;
  - b) Distribution System;
  - c) Storage;
  - d) Gas Production System;
  - e) Direct Pipeline.
- 4.2.5. Information about the required geographical location of the Connection Point:
  - a) cadastral area;
  - b) land plot number or the name of the location, or other information that will enable identification of the required Connection point, e.g. layout plan in the cadastral map clearly marking the position of the location.
- 4.2.6. Basic details about the technical characteristics of the connecting facility:
  - a) envisaged minimum and maximum flow to/from the connecting facility from/to the Storage Facility given in volume and energy units per Gas Day;
  - b) information about the envisaged method of measuring gas quantity flowing to/from the connecting facility from/to the Storage Facility and its quality parameters in the following breakdown: (i) whether or not the Applicant requests the use of SSO's Measuring Points or (ii) if the Applicant does not request the use of SSO's Measuring Points, the gas measurement point on the connecting facility, including the basic description of the measuring device.

- 4.2.7. Basic details about the extent and time of use of the connecting facility:
  - a) envisaged date of beginning and end of implementation of connecting to the Storage Facility;
  - b) envisaged dates (or periods) of the use of the connecting facility;
  - c) period of connection of the facility to the Storage Facility.
- 4.3. The Applicant for Connection will attach to the Application for Connection:
  - 4.3.1. if the Applicant is a natural person, a certified copy of the trade licence,
  - 4.3.2. if the Applicant is a legal entity, the original or a certified copy of an extract from the Commercial Register not older than 30 (thirty) calendar days before the date of filing the Application for Connection. In the event of a legal entity based outside of the territory of the Slovak Republic, an equivalent of an extract from the Commercial Register is required, which must indicate the persons authorised to act on behalf of the Applicant,
  - 4.3.3. original power of attorney for the person(s) authorised by the Applicant to communicate with the SSO, including the name(s), surname(s), postal address, e-mail address and telephone numbers, on which such person(s) can be contacted,
  - 4.3.4. records proving Applicant's financial ability to build the intended connecting facility, in particular records proving that the Applicant is not in liquidation, no bankruptcy or composition proceedings have been initiated against the Applicant, or bankruptcy order filed, has no recorded tax arrears, and no bankruptcy petition over Applicant's property has been dismissed due to insufficient estate.
- 4.4. The Applicant is entitled to apply for the connection to the Storage Facility also in several points. In such event, however, the Applicant must state for each requested Connection Point all parameters as specified in paragraphs 4.2. and 4.3.
- 4.5. The Applicant may ask the SSO to choose just one or a different number of Connection Points from the suggested several geographical locations.
- 4.6. The Application for Connection and all attached documents must be written legibly in the Slovak language and must be signed by Applicant's authorised representatives.
- 4.7. The Application for Connection represents Applicant's binding proposal to enter into the Connection Agreement and may not be withdrawn or modified until the Connection Agreement is made, without agreement of both parties.
- 4.8. The Application for Connection may be delivered to the SSO by post or in person, to the filing room of the SSO.
- 4.9. The date and time of filing the Application for Connection shall mean the data stated by the SSO upon acceptance of the delivery from the postal service, or stated by the filing room of the SSO upon personal acceptance of the delivery.
- 4.10. The SSO shall consider Applications for Connection in the order as delivered. When evaluating Applications delivered in the same calendar week, the SSO will order the Applications for Connection in the following order of priority:
  - 4.10.1. Applications where the Applicant states as the purpose of use the access to the Storage Facility and documents the use of the facility to maintain or increase the operating safety of the connecting facility, or its balancing,



- 4.10.2. Applications where the Applicant states as the purpose of use the access to the Storage Facility and documents the intended use of the facility to ensure the security gas supplies to the protected consumers,
  - 4.10.3. Applications where the Applicant states as the purpose of use the access to the Storage Facility and documents the intended use of the facility to ensure the security of gas supplies to consumers other than protected consumers,
  - 4.10.4. other Applications.
- 4.11. If the Application for Connection does not meet all the requirements under the preceding paragraphs of these Technical Conditions, the SSO will be entitled to refuse such Application for Connection. Refused Applications for Connection will not be further processed or evaluated by the SSO.
- 4.12. For the purposes of due consideration of the Application for Connection (of commercial or technical aspects), the SSO is entitled to request supplementary or additional information and documents. The Applicant is obliged to deliver such information or documents to the SSO within 30 (thirty) days.
- 4.13. The SSO will send to the Applicant the response to the Application within 90 (ninety) calendar days of the receipt where one connection is concerned, and within 120 (one hundred and twenty) calendar days of the receipt, if the Applicant has filed simultaneously a number of Application for Connections or the Application contains more than one suggested Connection Point. The SSO shall send the response by post to the Applicant's postal address indicated in the Application. If the response cannot be delivered to the Applicant's postal address, the SSO will send it to the Applicant's registered office address (in the event of a legal entity) or to the Applicant's permanent address (in the event of a natural person).
- 4.14. In the negative response to the Application for Connection, in addition to expressing disapproval, the SSO will also explain the reasons for refusing the Application for Connection.
- 4.15. The SSO is entitled to refuse the Application for Connection in particular if:
- 4.15.1. the Application for Connection does not comply with these Technical Conditions,
  - 4.15.2. the SSO finds that the information and documents submitted by the Applicant for Connection are not true or complete, or the submitted documents are illegible, or are filled in incorrectly,
  - 4.15.3. free capacity of the Storage Facility to which the Applicant's facility is to be connected in the requested location is lower than the capacity requested in the Application for Connection,
  - 4.15.4. in the Application for Connection, the Applicant asked for the use of SSO's Measuring Points and the SSO has no Measuring Points built in the requested location, or there is insufficient free capacity to measure the parameters in accordance with the details of the Application for Connection, or
  - 4.15.5. the meeting of the requirements specified in the Application for Connection would not provide for economical use of the Storage Facility or would limit the Storage Facility's operability or safety.

- 4.16. In an affirmative response, the SSO will detail the main conditions of connection to the Storage Facility, in particular:
  - 4.16.1. the allocation of the Connection Point(s)
  - 4.16.2. the allocation of the Measuring Point(s)
  - 4.16.3. the pressure level of the Storage Facility at the Connection Point(s)
  - 4.16.4. determine [quality parameters of gas](#) that will flow between the Storage Facility and the connected facility
- 4.17. The SSO will determine the Connection Point(s) and the Measuring Point(s) based on the details stated by the Applicant in the Application for Connection. Based on these details, the SSO may determine several Connection Points, Measuring Points, and request the building of measuring devices for which measuring conditions will be set.
- 4.18. For safety reasons, in order to maintain smooth and reliable operation of the Storage Facility, due to limited premises of Operation Sites and in order to prevent storage limitation or interruption, when evaluating the Application for Connection, the SSO will designate preferably a Connection Point that is not part of the Operation Sites.
- 4.19. The SSO will attach to the affirmative response to the Application for Connection the draft Connection Agreement to be entered into with the Applicant. The draft Connection Agreement contains, without limitation, the connection rate, determined while taking into consideration the costs to arise to the SSO in relation to connecting the Applicant's facility, and detailed conditions concerning connection to the Storage Facility, and is valid for a period of 60 (sixty) calendar days from the delivery to the Applicant.
- 4.20. Detailed conditions concerning connection to the Storage Facility will specify in addition to periods and conditions for the performance of work on connection to the Storage Facility in particular:
  - 4.20.1. periods for the performance of work on the connection of the Applicant's facility to the Storage Facility so as to limit the storage services to the minimum possible extent,
  - 4.20.2. maximum pressure which the facility must withstand, i.e. required pressure level of the connecting facility,
  - 4.20.3. minimum and maximum temperature permissible for the connecting facility,
  - 4.20.4. minimum and maximum operating pressure,
  - 4.20.5. minimum and maximum operating temperature,
  - 4.20.6. minimum and maximum gas flow,
  - 4.20.7. main criteria for measuring devices, if the Applicant builds its own Measuring Point,
  - 4.20.8. other important technical criteria, which the facilities connected to the Storage Facility must meet, so as to ensure mutual cooperation and operability of the connecting facility and the Storage Facility once the connecting facility is built, and to make it possible to disconnect the connected facility from the Storage Facility, if necessary.
- 4.21. Draft Connection Agreement will also contain provisions committing the Applicant for Connection:

- 4.21.1. to build the connecting facility in accordance with the project documentation provided by the Applicant and approved by the SSO before starting connection to the Storage Facility,
  - 4.21.2. to submit to the SSO together with the project documentation also records documenting the Applicant's legal relationship to the property on which the connection to the Storage Facility is to be made (title deed or other record authorising the Applicant to use the respective property for own purposes),
  - 4.21.3. to procure all necessary approvals to connect to the Storage Facility and submit them to the SSO before the commencement of work,
  - 4.21.4. to allow SSO's representatives to supervise the connecting process to the Storage Facility,
  - 4.21.5. to consider all valid objections raised by the SSO during the process of connection to the Storage Facility
  - 4.21.6. to request SSO's consent with each change to the project documentation or connecting facility before making such change.
- 4.22. The Applicant will sign and deliver by post or in person to the SSO the signed draft Connection Agreement within the same period of 60 (sixty) days. Where requested by the SSO, upon signing the Connection Agreement, the Applicant will establish the pre-emptive right of purchase the Applicant's facility to be connected to the Storage Facility in favour of the SSO for an unlimited period. The scope of the pre-emptive right of purchase shall be established in the Connection Agreement.
- 4.23. Connection Agreement signed by Applicant's authorised representatives shall become valid on the date of the delivery of the draft Connection Agreement to the SSO.
- 4.24. The Applicant is obliged to pay the cost of the connection within the period and under the terms and conditions as specified in the Connection Agreement.
- 4.25. If the SSO and the Applicant do not conclude the Connection Agreement within the period as specified above in paragraph 4.22., or the Applicant fails to pay the connection rate in the amount and under the terms and conditions set out in the Connection Agreement, the SSO will disregard the respective Application for Connection when considering other Application for Connections filed later.
- 4.26. If the Applicant for Connection does not comply with the Connection Agreement or these Technical Conditions during the connection to the Storage Facility, the SSO will be entitled to request interruption of the implementation of connection to the Storage Facility and [disconnection from the Storage Facility](#) of Applicant's facilities already built. The Applicant for Connection is obliged to interrupt the implementation of connection to the Storage Facility immediately after the receipt of the notice by the SSO, and can resume connection only with the prior written consent of the SSO.
- 4.27. After completing the connection to the Storage Facility and meeting all the terms and conditions of the Connection Agreement, in order to commission the connected facility, the interconnection of the built facility and Storage Facility must be made.
- 4.28. In the event that the interconnection process as described below fails in any phase, the SSO will be entitled to request the [disconnection of Applicant's facilities](#) from the Storage Facility.

- 4.29. If, as a result of failure to conclude the Connection Agreement and/or failure to meet the terms and conditions set out therein for reasons attributable to the Applicant for Connection the SSO incurs damage, the indemnification will be handled under the provisions of the applicable legal regulations valid and effective in the SR.

## 5. INFORMATION ON OPERATION OF FACILITIES INTERCONNECTED WITH STORAGE FACILITY

- 5.1. Mutual interconnection of the Storage Facility and another Gas Facility for the purposes of these Technical Conditions shall mean facilitating the flow of gas between the Storage Facility and another Gas Facility, including the commissioning of the facilities which need to be operated in the interconnection of Gas Facilities (in particular control devices, electric equipment, etc.).
- 5.2. Facility connected to the Storage Facility can be interconnected with the Storage Facility after filing an Application for Interconnection and the subsequent conclusion of the Interconnected Facility Operation Agreement.
- 5.3. Facility disconnected from the Storage Facility may be interconnected again with the Storage Facility after filing an Application for Interconnection. The Interconnected Facility Operation Agreement is made between the SSO and the Applicant only if the previous agreement has become invalid or the conditions under which the interconnected facility is to be operated, have significantly changed.
- 5.4. Application for Interconnection can be filed by a gas market participant:
  - 5.4.1. who has completed the implementation of connection of the facility to the Storage Facility and procured all the necessary authorisations to operate the connected facility required by legal regulations valid and effective in the SR within 15 days of the procurement of these authorisations, or no later than 2 (two) months of the completion of the connection to the Storage Facility;
  - 5.4.2. whose facility was disconnected from the Storage Facility and who has met the conditions for repeated interconnection, within 7 (seven) days of the date when the aforementioned conditions were met at the latest.
- 5.5. Application for Interconnection must include:
  - 5.5.1. if the Applicant is a natural person, whole name and surname, permanent address and date of birth;
  - 5.5.2. if the Applicant is a legal entity, business name, registered office and identification number;
  - 5.5.3. postal address of the Applicant for Interconnection, to which deliveries can be made throughout the period of considering the Application for Interconnection.
  - 5.5.4. details about the purpose served by the facilities that the Applicant wishes to interconnect with the Storage Facility (where the purpose has changed compared to the Connection Agreement or the previous Interconnected Facility Operation Agreement):
    - a) access to the Storage Facility (for gas transport to/from the Storage Facility) and gas storage in the Storage Facility,
    - b) access to the Storage Facility for purposes utilization of gas quality enhancement and pressure balancing services,
    - c) other purpose to be specified by the Applicant;
  - 5.5.5. basic information about technical characteristics of the connecting facility (if different from those stated in the Connection Agreement or the previous Interconnected Facility Operation Agreement):

- a) envisaged minimum and maximum flow to/from connecting facility from/to the Storage Facility given in volume and energy units per day;
  - b) maximum pressure that the Applicant's facility must withstand after interconnection with the Storage Facility, i.e. information about the pressure level of Applicant's facilities,
  - c) minimum and maximum temperature permissible for the interconnecting facility,
  - d) minimum and maximum operating pressure,
  - e) minimum and maximum operating temperature,
  - f) basic parameters of measuring devices, where the Applicant for Interconnection will operate the Measuring Point;
- 5.5.6. basic information about the extent and time of using the facility to be interconnected with the Storage Facility (if different from that stated in the Connection Agreement or the previous Interconnected Facility Operation Agreement):
- a) envisaged date of the beginning and end of operation of the interconnected facility;
  - b) envisaged dates (or periods) of the use of interconnecting facility;
  - c) duration of interconnection of the facility with the Storage Facility.
- 5.6. The Applicant for Interconnection will attach to the Application for Interconnection:
- 5.6.1. if the Applicant is a natural person, a certified copy of the trade licence;
  - 5.6.2. if the Applicant is a legal entity, the original or a certified copy of an extract from the Commercial Register not older than 30 (thirty) calendar days before the date of filing the Application for Connection. In the event of a legal entity based outside the territory of the Slovak Republic, an equivalent of an extract from the Commercial Register is required, which must indicate the persons authorised to act on behalf of the Applicant;
  - 5.6.3. original power of attorney for the person(s) authorised by the Applicant to communicate with the SSO, including the name(s), surname(s), postal address, e-mail address and telephone numbers, on which such person(s) can be contacted
  - 5.6.4. original power of attorney for the person(s) whom the Applicant intends to authorise to perform operator's obligations including the name(s), surname(s), postal address, e-mail address and telephone numbers, on which such person(s) can be contacted
  - 5.6.5. record proving Applicant's ownership or other legal relationship to the facility to be interconnected with the Storage Facility;
  - 5.6.6. originals or certified copies of all authorisations authorising the Applicant or other authorised person to operate the interconnected facility, which are required under legal regulations valid and effective in the SR;
  - 5.6.7. records proving Applicant's financial ability to operate the facility to be interconnected with the Storage Facility, in particular records proving that the Applicant is not in liquidation, no bankruptcy or composition proceedings have been initiated against the Applicant, or bankruptcy order filed, the Applicant has no recorded tax arrears, and no bankruptcy petition over Applicant's property has been dismissed due to insufficient estate.

- 5.7. Application for Interconnection and all attached documents must be written in Slovak, Czech or English, written legibly, and signed by Applicant's authorised representatives.
- 5.8. Application for Interconnection represents Applicant's binding proposal to enter into the Interconnected Facility Operation Agreement.
- 5.9. Application for Interconnection may be delivered to the SSO by post or in person, to the filing room of the SSO.
- 5.10. The date and time of filing an Application for Interconnection shall mean the data stated by the SSO upon acceptance of the delivery from the postal service, or by the filing room of the SSO upon personal acceptance of delivery.
- 5.11. For the purposes of due consideration of the Application for Interconnection (of commercial or technical aspects), the SSO is entitled to request supplementary or additional information and documents. The Applicant is obliged to deliver such information or documents to the SSO within 30 (thirty) days.
- 5.12. The SSO will send the response to the Application for Interconnection within 30 (thirty) calendar days. The SSO will be entitled to add to this period the period needed by the Applicant for Interconnection to submit any supplementary or additional information under the previous paragraph.
- 5.13. In the negative response to the Application for Interconnection, in addition to expressing disapproval, the SSO will also explain the reasons for refusing the Application for Interconnection.
- 5.14. The SSO is entitled to refuse the Application for Interconnection in particular if:
  - 5.14.1. the Application for Interconnection does not comply with these Technical Conditions;
  - 5.14.2. the SSO finds that the information and documents submitted by the Applicant for Interconnection are untrue or incomplete;
  - 5.14.3. submitted documents are illegible or filled incorrectly;
  - 5.14.4. the facility to be interconnected with the Storage Facility was not built in accordance with the Connection Agreement;
  - 5.14.5. the conditions for the interconnection of the facility disconnected from the Storage Facility before filing the Application for Interconnection have not been met;
  - 5.14.6. the meeting of the requirements specified in the Application for Interconnection would not ensure economical use of the Storage Facility or would limit the operability or safety of the Storage Facility.
- 5.15. If the SSO sends an affirmative response to the Applicant for Interconnection, the Applicant and the SSO will start discussions of the Interconnected Facility Operation Agreement within 15 (fifteen) calendar days from the delivery of the response to the Applicant.
- 5.16. The Interconnected Facility Operation Agreement will contain in particular:
  - 5.16.1. description of interconnection points between the Storage Facility and the facility of the Applicant for Interconnection, including the delineation of the border between both parties;
  - 5.16.2. details about operating parameters in interconnection points of the Storage Facility and Applicant's facility, in particular:

- a) minimum required pressure in the points of entry to the Storage Facility;
  - b) minimum provided pressure in the points of exit from the Storage Facility;
  - c) maximum pressure which the Storage Facility and the Applicant's facility shall withstand in the point of mutual interconnection;
  - d) minimum and maximum temperature permissible for the Storage facility and Applicant's facility;
  - e) minimum and/or maximum gas flow for each mutual interconnection point;
  - f) the method of protection of the Storage Facility and/or Applicant's facility, where the extent of operating parameters of their facilities does not correspond to each other;
- 5.16.3. the principles of operation of facilities in interconnection points, mainly:
- a) monitoring of facilities in interconnection points, including the required technical equipment and the method of sharing information on the status of facilities in interconnection points between both parties,
  - b) rules for the handling of facilities in interconnection points,
  - c) rules and procedures for the inspection of the technical condition of facilities in interconnection points,
  - d) rules for facility reconstruction planning and performance in interconnection points,
  - e) conditions for providing gas quality enhancement and pressure balancing services if required by the Applicant for Interconnection;
- 5.16.4. rules for measuring the quantity of gas and gas quality parameters, in particular:
- a) description of facilities to be used for the measurement of gas quantities and quality parameters between interconnected facilities and the Storage Facility,
  - b) requirements of facilities for the measuring of the gas quantity and quality parameters,
  - c) determining of measured quantities and measurement intervals,
  - d) determining accepted values of [gas quality parameters](#),
  - e) evaluation method of measured data,
  - f) extent and method of sharing information about measured data and data evaluation between both parties,
  - g) rules for the operation and inspection of measuring devices,
  - h) procedure in the case of failure and damage to measuring devices,
  - i) method of the settlement of gas whose measured quantity and quality parameters are beyond the agreed intervals;
- 5.16.5. principles of cooperation between the SSO and Interconnected Facility Operator, in particular:
- a) rules of communication,
  - b) mutual information sharing about Customer Nominations/Renominations, their confirmation, rejection, correction of quantities,
  - c) gas allocation rules,
  - d) rules for control of counter flows,
  - e) rules to reconcile the differences between allocated and measured gas quantities,
  - f) facility balancing rules,



- g) rules for the cases of limitation of services provided by the Storage Facility and the interconnected facility.
- 5.17. Where requested by the SSO, upon signing the Interconnected Facility Operation Agreement, the Applicant will establish the pre-emptive right to the Applicant's facility to be interconnected with the Storage Facility in favour of the SSO for an unlimited period. The scope of the pre-emptive right of purchase shall be established in the Interconnected Facility Operation Agreement.
- 5.18. No later than on the Interconnected Facility Operation Agreement signing date, the Applicant for Interconnection must have available the following equipment facilitating continuous communication with the SSO throughout the period during which the facilities will be interconnected:
- 5.18.1. equipment facilitating constant access to websites, their viewing and entering data via these websites;
  - 5.18.2. equipment facilitating the receipt and sending of e-mails at any time during the day;
  - 5.18.3. equipment facilitating the receipt and sending of fax messages at any time during the day;
  - 5.18.4. equipment facilitating voice transmission at any time during the day via at least two independent lines, one of which serves as the main line and the other as the substitute line; for the purposes of these Technical Conditions independent lines shall mean the lines of two voice service providers, each of which has its own telecommunications network independent of the telecommunications network of the other provider;
  - 5.18.5. address at which the Customer can receive correspondence from the SSO via postal and/or courier services.
- 5.19. The Applicant for Interconnection will provide information about the means of communication required in the previous paragraph to the SSO at least 1 (one) day before interconnecting Applicant's facilities with the Storage Facility.
- 5.20. Interconnected Facility Operation Agreement signed by the authorised representatives of the Applicant and the SSO will become valid on the date of its signing by both parties and effective on the date agreed by the parties in the said Agreement.
- 5.21. If necessary due to the complexity of technological equipment, the Applicant for Interconnection and the SSO will agree following the signing of the Interconnected Facility Operation Agreement, on the exact procedure of interconnecting the Applicant's facilities with the Storage Facility.
- 5.22. The facility of the Applicant for Interconnection and the Storage Facility may be interconnected at the earliest on the first day of effect of the Interconnected Facility Operation Agreement.
- 5.23. If the SSO and the Applicant for Interconnection fail to enter into the Interconnected Facility Operation Agreement within two months of starting discussions thereof, then the SSO will be entitled to refuse the Application for Interconnection, disregard it in

future, and request the [disconnection](#) of Applicant's facilities from the Storage Facility.

- 5.24. If, as a result of failure to conclude the Interconnected Facility Operation Agreement for reasons attributable to the Applicant the SSO incurred damage, the indemnification will be handled under the provisions of the applicable legal regulations valid and effective in the SR.

## **6. INFORMATION ON DISCONNECTION FROM STORAGE FACILITY**

- 6.1. The SSO is entitled to request the disconnection of the facility connected to or interconnected with the Storage Facility, in particular for the following reasons:
  - 6.1.1. compliance has not been or is not ensured with these Technical Conditions, Connection Agreement or Interconnected Facility Operation Agreement;
  - 6.1.2. the lifespan of the connected/interconnected facilities or the Storage Facility, as defined in the project documentation or in the document of an independent organisation assessing the lifespan, has expired;
  - 6.1.3. the condition or operation of the connected/interconnected facilities reduces the operating safety standard of the Storage Facility, or limits its technical, operational or economic development.
  
- 6.2. The owner of the connected/interconnected facility is entitled to disconnect its facility from the Storage Facility solely with the prior written consent of the SSO, subject to the following terms and conditions:
  - 6.2.1. there is no threat to the operability and safety of the Storage Facility or the limitation of economic development of the Storage;
  - 6.2.2. the disconnection will not cause any direct or indirect damage to the SSO;
  - 6.2.3. the disconnection will have no adverse effect on the rights and obligations of the parties that have entered into the Gas Storage Agreement.
  
- 6.3. The request for the disconnection of facilities from the Storage Facility will be sent by the SSO by post to the postal address provided to the SSO as the last valid in relation to the performance of the Connection Agreement, filing of the Application for Interconnection or performance of the Interconnected Facility Operation Agreement.
  
- 6.4. If the request for disconnection cannot be delivered to the aforementioned address, the SSO will send the request by post to the address of the registered office (in the event of a legal entity) or the permanent address (in the event of a natural person) of the owner of the facility to be disconnected from the Storage Facility.
  
- 6.5. At the request of the facility owner, the SSO will send the opinion on the disconnection to the address stated by the owner of the facility for this purpose in the application for opinion.
  
- 6.6. The owner of facilities to be disconnected from the Storage Facility is obliged to:
  - 6.6.1. obtain approvals of the concerned parties with the disconnection of its facilities from the Storage Facility;
  - 6.6.2. procure the project documentation or technological procedure necessary in order to ensure efficient disconnection of the facilities from the Storage Facility (including any approval of such documents under the legal regulations valid and effective in the SR);
  - 6.6.3. deliver the approved project documentation or technological procedure to the SSO.

6.7. Technologically, the disconnection of facilities from the Storage Facility may be done in one of the two following ways:

6.7.1. Separation of the Storage Facility and facilities of other owner in a reliable manner that will prevent gas flows between the Storage Facility and the separated facility. The separation is usually applied if it is envisaged that the operation of facilities could be resumed. The separation can only be used in the following cases:

- a) in the event of a temporary breach of these Technical Conditions,
- b) after the expiration of the Connection Agreement,
- c) upon temporary danger to the safety or reliability of the Storage Facility,
- d) when performing work on the Storage Facility or on connected/interconnected facilities,
- e) in the event that it was not possible to deliver the request for disconnection to the owner of the connected facility using the methods described in points 6.3 and/or 6.4, or if the owner of the facility does not observe the conditions of points 6.6. and /or 6.7. upon disconnection; in such case the SSO shall be entitled to perform the separation of the Storage Facility equipment from the connected facilities and require from the owner of connected facilities to pay the costs relating to the disconnection as well as compensation of damage that arose to the SSO in this respect.

Where requested by the SSO, the owner of the facility must allow the SSO's representative to be present at the performance of work related to the separation.

The owner of the separated facility is obliged to ensure the release of gas from its facilities, where the retention of gas could:

- f) jeopardise or otherwise affect safe and efficient operation of the Storage Facility,
- g) endanger the lives of natural persons or have an adverse effect on the environment.

6.7.2. Physical disconnection involving mainly the disconnection that will result in no physical connection between the Storage Facility and the disconnected facility. Such disconnection will take place mainly in the following cases:

- a) the SSO does not assume the commencement or restoration of the operation of facilities;
- b) the lifespan of the facilities to be physically disconnected from the Storage Facility or of storage facilities has expired;
- c) The Connection Agreement or Interconnected Facility Operation Agreement has expired and no discussions are held of extending or renewing the Agreement;
- d) the owner of the facility to be disconnected cannot be expected to comply with the Technical Conditions;

6.8. At the request of the SSO, the owner of the facility being disconnected shall, in addition to the physical disconnection of pipelines, remove its surface and

underground facilities from the Operation Site and remove its surface facilities situated outside the Operation Site, and secure its facilities so that they have no negative effect on any part of the Storage Facility. In the event that the disconnected facility remains in the original place, the owner must secure the facility so that in the future it can be the source of no ecological or other risk.

- 6.9. The SSO will set the date when the work on the separation or physical disconnection of the facility can be performed. The date will be set so as to require the limitation or interruption of the services provided by the SSO to the minimum extent.
- 6.10. The owner of the disconnected facility is obliged to ensure the disconnection of its facility from the Storage Facility at own expense, on the date set by the SSO. If the owner fails to do so, the SSO is entitled to provide for the disconnection at the expense of the owner of the disconnected facility. This provision does not affect the claims of the SSO for damages.
- 6.11. The disconnection of the facilities from the Storage Facility constitutes the grounds based on which the SSO may exercise its pre-emptive right to the respective facilities. Waiver of this right due to the disconnection does not affect the right of the SSO to exercise its pre-emptive right in the future in the same or similar situation.

## 7. INFORMATION ON GAS QUALITY PARAMETERS

7.1. Unless otherwise agreed between the SSO and Applicant, the SSO will determine in the affirmative response to the Application for Connection or will propose for Interconnected Facility Operation Agreement the quality parameters of gas corresponding to values indicated in the table below:

Parameter	Content in mixture/ Permitted value	Relative conditions
Methane	minimum 92% mol.	gas volume at temperature of 15°C, pressure 101.325 kPa and relative humidity $\varphi=0$
Ethane	maximum 4% mol.	
Propane	maximum 2% mol.	
Butane	maximum 2% mol.	
Higher hydrocarbons	maximum 1% mol.	
Nitrogen	maximum 3% mol.	
Carbon dioxide	maximum 2,5% mol.	
Oxygen	maximum 0,01% mol.	
Hydrogen sulphide and carbonylsulfid	maximum 5.0 mg/m <sup>3</sup>	
Mercaptans	maximum 6.0 /m <sup>3</sup>	
Total sulphur	maximum 30mg sulphur/m <sup>3</sup>	
Gross calorific value	10,40 – 11,73 kWh/m <sup>3</sup>	gas volume at temperature of 15°C, pressure 101.325 kPa and relative humidity $\varphi=0$ , combustion temperature 25°C
Wobbe index	13,22 – 14,66 kWh/m <sup>3</sup>	
Hydrocarbon condensation	without condensation	at temperature of more than 0°C and pressure 0.1 – 7.0 MPa
Water dew point in gas	$\leq(-)7^{\circ}\text{C}$	at pressure of 4 MPA
Content of liquid and solid impurities	no liquid and solid impurities	
Odorization	non-odorized	
Maximum temperature of injected gas	+30°C	
Maximum temperature of withdrawn gas	+50°C	

## **8. CIRCUMSTANCES EXCLUDING LIABILITY**

- 8.1. The circumstances excluding liability while they or their consequences persist, release the SSO and the gas market participant to whom these Technical Conditions apply from the performance of obligations arising hereunder and from the performance of obligations arising under the Gas Storage Agreement, Connection Agreement or Interconnected Facility Operation Agreement. The party affected by circumstances excluding liability shall be obliged to notify the other party of such circumstances in writing without undue delay, stating the period during which the affected party expects the given circumstances excluding liability to last. The party affected during the performance of obligations arising from these Technical Conditions, the Connection Agreement or the Interconnected Facility Operation Agreement by a circumstance excluding liability, is at the same time obliged to exercise every reasonable effort to ensure that the circumstance excluding liability lasts the shortest possible time and that any adverse effects on any of the parties are as little as possible.
- 8.2. Circumstance excluding liability within the meaning of this provision shall mean an obstacle occurring independently of the will of the obliged party, and preventing such party from the performance of obligations under these Technical Conditions, the Gas Storage Agreement, Connection Agreement, or the Interconnected Facility Operation Agreement, if it cannot be reasonably expected that the obliged party would avert or overcome such obstacle or consequences thereof, and further, that it could have foreseen such obstacle at the time of entering into the Connection Agreement or Interconnected Facility Operation Agreement.
- 8.3. Circumstance excluding liability shall mean, in particular natural impacts, floods, earthquake, landslides, war or war-like situations, fire, breakdown, accidents, explosions, and terrorist attacks.
- 8.4. Circumstance excluding liability shall not include such obstacles which result from personal and economic situation of the parties, and also obstacles in the performance of a certain contractual obligation only occurring at the time when the obliged party was in delay with the performance of its contractual obligation.
- 8.5. In the event that the circumstance excluding liability last for more than 7 (seven) days, the affected parties shall start negotiations in order to reach a solution acceptable to both parties.

## **9. DISPUTE RESOLUTION**

9.1. The parties shall seek to resolve any disputes or disagreements arising from or in relation to these Technical Conditions, the Connection Agreements or Interconnected Facility Operation Agreements in good faith by negotiation, without automatically resorting to court or arbitration proceedings. The following rules shall apply to dispute resolution:

9.1.1. if the Customer is one of the parties to the dispute, the dispute shall be solved according to the rules, relating to the dispute resolution, stated in the Rules of Operation and/or the Gas Storage Agreement;

9.1.2. if the contracting party under the Connection Agreement or Interconnected Facility Operation Agreement is one of the parties to the dispute, the solving of the dispute shall be governed by the provisions on dispute resolution agreed upon in the said Agreements.



## **10. FINAL PROVISIONS**

- 10.1. The provisions of these Technical Conditions are binding on all gas market participants.
- 10.2. If these Technical Conditions are abused by the third party or treated contrary to generally binding regulations, the SSO will be entitled to claim indemnification for damage from such party, the release of unjustified enrichment, or initiate civil, criminal or other proceedings against such party.
- 10.3. Where the SSO publishes these Technical Conditions in a language other than Slovak and there is a difference or discrepancy between the Slovak and a foreign language version, the Slovak version shall prevail.
- 10.4. In the event of a discrepancy between these Technical Conditions and the Rules of Operation, the Rules of Operation shall prevail.
- 10.5. These Technical Conditions shall be published by the SSO on the Website on 27 February 2015 and shall enter into effect on 1 April 2015. The day of entry into effect of these Technical Conditions shall be the day of the repeal of the Technical Conditions published on 28 March 2013 and entered into effect on 1 May 2013.