

TECHNICAL CONDITIONS

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



Valid from 1.5.2024

NAFTA a.s., Votrubova 1, 821 09 Bratislava, Company ID No. 36 286 192, registered in the Commercial Register of Bratislava I District Court, Section: Sa, File No.: 4837/B

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1. INTRODUCTORY PROVISIONS

- 1.1. NAFTA a.s., Votrubova 1, 821 09 Bratislava, Company ID No. 36 286 192, registered in the Commercial Register of Bratislava I District Court, 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**”) in aim to describe all the relevant technical conditions that are necessary for access, use of the storage facility, connection to the storage facility and operation of the interconnected facilities..
- 1.2. These Technical Conditions are based on the general binding rules legislations and 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.
- 1.3. 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.
- 1.4. The following applies to the interpretation of these Technical Conditions:
 - 1.4.1. any reference to a singular shall also include plural and vice versa,
 - 1.4.2. any reference to a third party shall include any natural person, legal entity, association or business company.
 - 1.4.3. the articles in these Technical Conditions relate to single digit numbers that pertain 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 Use of Storage Capacity”).

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. **„Distribution System“** means the gas distribution facility in the territory of the Slovak Republic, including high-pressure gas pipelines primarily used for transportation of gas in Slovakia except pipelines that are part of the other networks;
- 2.3. **“Website”** means the SSO's website <http://www.nafta.sk> ;
- 2.4. **“kWh”** means a unit of energy and/or represents a quantity of gas, complete combustion of which releases 1 kWh of thermal energy;
- 2.5. **“m³”** means the quantity of natural gas that at the temperature of 15°C, absolute pressure of 101.325 kPa, and relative humidity $\phi=0$ takes the volume of one cubic meter;
- 2.6. **“Measuring Point”** means the point where gas parameters are measured;
- 2.7. **“Connection Point”** means the point(s) where the gas market participant's facility is or will be physically connected to the Storage Facility;
- 2.8. **“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;
- 2.9. **“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;
- 2.10. **“Working Volume”** means a quantity of gas in the Storage Facility, that can be used by Customers to store gas;
- 2.11. **“Interconnected Storage Facility”** means a storage facility usually called the Underground Gas Storage Láb 4th 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 of Bratislava I District Court, Section: Sa, File No.: 1271/B, Company ID No. 31 435 688;
- 2.12. **“Interconnection Point with the Distribution System”** means the sum of physical delivery points of the Storage Facility and the Distribution System, through which gas exits from the Storage Facility to the Distribution System;
- 2.13. **“Interconnection Point with the Interconnected Storage Facility”** means the sum of physical delivery points through, which gas enters/exits to/from the Storage Facility from/to Interconnected Storage Facility;
- 2.14. **“Interconnection Point with the Transmission System”** means the sum of physical delivery points, through which gas enters/exits to/from the Storage Facility from/to the Transmission System;

- 2.15. **“Transmission System”** means in particular a grid of compressor stations and a grid of high-pressure pipelines that are interconnected and serve for gas transport in Slovakia, with the exception of the gas production system and the storage facility and the high pressure gas pipelines, which primarily serve for gas transport in a part of Slovakia;
- 2.16. **“Interconnected Facility Operator”** means a gas market participant on the territory of the Slovak Republic operating the Gas Facility physically interconnected with the Storage Facility;
- 2.17. **“Rules of Operation”** means the document setting out commercial terms and 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;
- 2.18. **“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;
- 2.19. **“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) achievement of the limit conditions set out in the relevant regulations and/or permits of the state authorities of the Slovak Republic for the operation of the Storage Facility or the Gas Facility interconnected with the Storage Facility;
- 2.20. **“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;
- 2.21. **“Storage Capacity”** means part of the technical Capacity of the Storage Facility comprising the Working Volume, Withdrawal Rate and Injection Rate;
- 2.22. **“Customer”** means a natural or legal person who has concluded a Gas Storage Agreement with the SSO;
- 2.23. **“Storage Facility”** for the purposes of this Technical conditions means the facility operated by the SSO, located in the territory of the Slovak Republic and used for the storage of 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;
- 2.24. **“Connection Agreement”** means an agreement entered into between the SSO and the Applicant for the connection of Applicant's facility to the Storage Facility;
- 2.25. **“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;
- 2.26. **“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;
- 2.27. **“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;
- 2.28. **“Application for Interconnection”** means a written application of a gas market participant for the interconnection of its facilities with Storage facilities;
- 2.29. **“Application for Connection”** means a written application of a gas market participant for a physical connection of its facility to the Storage Facility;

3. TECHNICAL CONDITIONS FOR ACCESS TO AND USE OF STORAGE FACILITY

3.1. Gas transport to/from the Storage Facility

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;
- b) Interconnected Storage Facility – this interconnection serves the gas transport between the Storage Facility and Interconnected Storage Facility; physical delivery points of this interconnection are geographically located in the cadastral area of Plavecký Štvtok;
- 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 Štvtok;
- d) The Gas Production network which is interconnected with the Storage Facility at several points located in the cadastral areas Láb and Gajary.

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

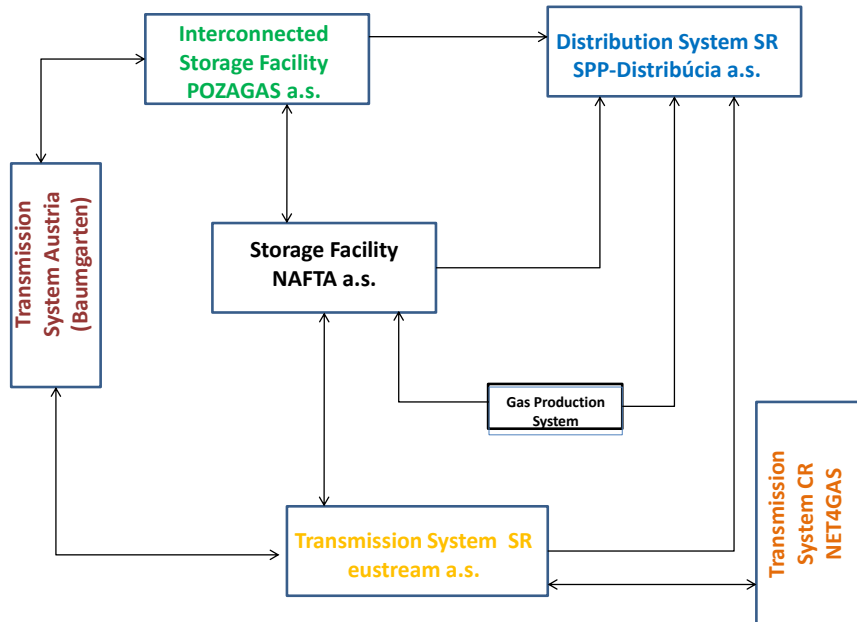
[Interconnected Storage Facility](#)

[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 and network interoperability conditions.
- 3.2.2. The SSO will take from the linked Gas Facilities the gas with the quality parameters identified in Measuring Points corresponding to values agreed in the Interconnected Facility Operation Agreements and which have the status of “Union Goods”. Takeover of gas without that status is only possible if the time limits and conditions established in the Rules of Operation are respected.
- 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 the conditions set out in the Interconnected Facility Operation Agreement will be followed.
- 3.2.4. The SSO will deliver to the linked Gas Facilities gas with the quality parameters, identified in Measuring Points, corresponding to values set out in the Interconnected Facility Operation Agreement.
- 3.2.5. If the Interconnected Facility Operator decides take over gas, which quality parameters are not in accordance with the provisions of the preceding paragraph 3.2.4., then the conditions set out in the Interconnected Facility Operation Agreement will be followed.

- 3.2.6. The SSO shall be responsible for the gas quality parameters until the physical movement of gas from the Storage Facility to the linked Gas Facility.
- 3.2.7. 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 the Rules of Operation.
- 3.2.8. 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, in writing within 15 (fifteen) days of receipt of the Customer's request. Within this period, the SSO shall send the Customer information on the method and date of elimination of the reason of the reduced gas quality, if quality parameters not corresponding to point 3.2.5 of these Technical Terms and Conditions have been detected.
- 3.2.9. If the Customer is entitled to compensation for non-compliance with the quality parameters of the gas withdrawn to the linked Gas Facility on the basis of the provisions of generally binding legal regulations of the Slovak Republic or on the basis of the Gas Storage Agreement, then such compensation may only apply to the quantity of gas for which the following conditions have been simultaneously met:
- a) it has been physically delivered to the linked Gas Facility with non-compliance gas quality parameters pursuant to paragraph 3.2.5;
 - b) it has been transported to the relevant delivery points within a physical flow whose direction corresponded to the Customer's nominated gas flow direction at the respected time;
 - c) whose share of the total physical flow pursuant to a) and b) above corresponded to the share of the quantity nominated by the Customer in the total nominated quantity for the relevant direction of gas flow and the relevant delivery point.

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 means of communication in accordance with the requirements set out in the Rules of Operation.
- 3.3.2. The Applicant who has submitted an Application for Interconnection to the SSO must have at its disposal the means of communication set out in Article 5 of these Technical Conditions.
- 3.3.3. The Interconnected Facility Operator shall communicate with the Storage Operator in the manner and by the means set out in Interconnected Facility Operation Agreement.

3.4. Use of Storage Capacity

- 3.4.1. 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) in the event that under the Gas Storage Agreement, the Customer is allocated Storage Capacity for a period of 6 (six) month or longer, the Customer is obliged to achieve at least once during that period in its storage account the gas stocks equal or higher than determined by the SSO and/or at least once gas stock level equal or less than determined by the SSO. The SSO shall set fixed dates by which the customer must comply with the obligations under the preceding sentence. The SSO shall publish the mandatory stock levels and the dates on which they are to be reached on its Website by 30 November of the preceding year at the latest, together with a plan of available rates of the Storage Facility; 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; failure to comply with the obligation pursuant this paragraph is considered a material breach of the Technical Conditions by the Customer; the Customer's obligations stated in paragraphs 3.4.4. – 3.4.6. 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.
- 3.4.2. The SSO shall be entitled to request the Customer to submit the Storage Capacity use plan for the following period of up to 6 (six) months. The request for the Storage Capacity use plan must be delivered to the Customer by e-mail at least 10 (ten) days before the beginning of the period for which the plan is requested.
- 3.4.3. 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 daily gas quantities which the Customer intends to inject and/or withdraw to/from the Storage Facility..
- 3.4.4. 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 3.4.1. a).
- 3.4.5. 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 3.4.1. a) .
- 3.4.6. 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 3.4.1. a), the SSO will send the Customer written notice with options that the Customer may use be able to fulfill the obligations arising from paragraph 3.4.1. a). 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.

3.5. Storage Limitation or Interruption

- 3.5.1. The reasons for planned and/or unplanned limitation or interruption of storage services are set out in the Rules of Operation.
- 3.5.2. The procedure for informing Customers of the reasons for the storage services limitation/interruption and the start and end of the period of limitation/interruption is set out in the Rules of Operation.
- 3.5.3. The method of notifying the Interconnected Facility Operators of the storage services limitation/interruptions shall be specified in the Interconnected Facility Operation Agreement.

3.6. Crisis situation in the gas sector and Dangers

- 3.6.1. 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.
- 3.6.2. 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.
- 3.6.3. 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.
- 3.6.4. If, due to Danger, it is necessary to limit storage services, the SSO will proceed in accordance with the Rules of Operation.
- 3.6.5. 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. TECHNICAL CONDITIONS FOR CONNECTION TO THE STORAGE FACILITY

- 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;
 - f) Other equipment.
 - 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, primarily:
 - a) expected minimum and maximum flow to/from the connecting facility from/to the Storage Facility given energy units, possibly also in volume units per day;
 - b) information about the expected 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 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 shipping 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 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 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. TECHNICAL CONDITIONS FOR THE OPERATION OF INTECONNECTED FACILITIES

- 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 (fifteen) 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 Interconnection. 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 shipping 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 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;
 - 5.18.4. 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. TECHNICAL CONDITIONS FOR DISCONNECTION FROM THE 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 and the owner of the connected/interconnected facility does not agree to its modifications in order to preserve the operational security of the Storage Facility.

- 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;
 - 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 or Interconnected Facility Operation Agreement.

- 6.3. The request for the disconnection of facilities from the Storage Facility will be sent by the SSO 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. The SSO will determine in the affirmative response to the Application for Connection submitted after these Technical Conditions take effect, 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 7% mol.	
Propane	maximum 1.5% mol.	
Sum of butanes	maximum 0.5% mol.	
Higher hydrocarbons	maximum 0.05% mol.	
Sum of Nitrogen and Carbon dioxide	maximum 4% mol.	
Oxygen	maximum 0.01% mol.	
Sum of Hydrogen sulphide and Carbonylsulfid	maximum 1.5 mg/m ³	
Mercaptans	maximum 2.0 /m ³	
Total sulphur	maximum 20 mg sulphur/m ³	
Gross calorific value	10,40 – 11,73 kWh/m ³	
Wobbe index	13,22 – 14,66 kWh/m ³	
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/or the gas market participant to whom these Technical Conditions apply and for whom a circumstance excluding liability has occurred, 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, pandemics/epidemics, war or war-like situations, civil unrest, fire, breakdown, accidents, explosions, terrorist attacks, decisions of public authorities or decisions of international organizations.
- 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. The SSO is entitled to process information, including personal data of the Applicant's affected persons, which it receives from the Applicant, to the extent that it is necessary to ensure the proper and efficient fulfilment of its obligations; detailed information on the processing of the personal data of the affected persons of the Applicant is available on the Website in the personal data protection section. The SSO processes information, including personal data of the Customer's affected persons, in accordance with the Rules of Operations.
- 10.3. 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.
- 10.4. 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.
- 10.5. In the event of a discrepancy between these Technical Conditions and the Rules of Operation, the Rules of Operation shall prevail.
- 10.6. These Technical Conditions shall be published by the SSO on the Website on 28 March 2024 and shall enter into effect on 1 May 2024. The day of entry into effect of these Technical Conditions shall be the day of the repeal of the Technical Conditions published on 27 February 2015 and entered into effect on 1 April 2015.