
**FRAMEWORK CONTRACT
ON ACCESS TO THE STORAGE FACILITY AND INVERSE GAS
STORAGE WITH GAS LOAN
S.T.A.C. SERVICE
REFERENCE NUMBER [FILL IN]**

concluded between

[FILL IN]

as Customer

and

POZAGAS a.s.

as Storage Operator

on [FILL IN]

- (1) **POZAGAS a.s.**, with a registered office at Malé námestie 1, 901 01 Malacky, Slovak Republic, registered in the Commercial Register, Municipal Court Bratislava III, section Sa, file No. 1271/B; Company ID: 31 435 688, VAT ID: SK2020357372, Banker details: Tatra bank a.s., Bank Account No 262 000 3092 / 1100, SWIFT: TATR SK BX, IBAN SK1111000000002620003092, represented on a basis of power of attorney by: Marián Krška, General Director, Martin Beňa, Sales and Marketing Director (hereinafter “**Storage Operator**”);

and

- (2) [FILL IN], with a registered office at: [FILL IN], registered in [FILL IN], Company ID: [FILL IN], VAT ID: [FILL IN], Banker details: [FILL IN], Represented by: [FILL IN] (hereinafter “**Customer**” and jointly with Storage Operator referred to as the “**Parties**” and individually referred to as a “**Party**”)

conclude on [FILL IN] (hereinafter the “**Effective Date**”), pursuant to the Rules of Operation of POZAGAS a.s. stipulating general business conditions for access to storage and provision of services in the storage (hereinafter the “**Rules of Operation**”), and the Technical Terms and Conditions of Access and Connection to the Láb 4 Underground Natural Gas Storage Facility and the Rules of Operation thereof (hereinafter the “**Technical Terms and Conditions**”) this Framework Contract on Access to the Storage Facility and Inverse Gas Storage with Gas Loan S.T.A.C. SERVICE (hereinafter the “**Framework Gas Storage Contract**”).

PREAMBLE

WHEREAS Storage Operator, aiming to maximize Storage Capacity utilization and to support Gas market liquidity, offers mainly short-term Inverse Storage Capacity with Gas Loan in accordance with the General Terms and Conditions for allocation of Short Term Additional Capacity (hereinafter the “**General Terms and Conditions**”);

WHEREAS Customer expressed the interest to utilize Inverse Storage Capacity with Gas Loan;

The Parties have AGREED in accordance with Section 47 (6), Section 67 (6, d) and Section 67 (6, f) of Act No. 251/2012 Coll. on the energy sector and on amendments to certain acts as amended on the following Framework Gas Storage Contract based on the Rules of Operation, the Technical Terms and Conditions and the Pricelist.

ARTICLE 1 DEFINITIONS

The terms stipulated in the Rules of Operation and Technical Terms and Conditions and the terms used in this Framework Gas Storage Contract shall have the same meaning unless this Framework Gas Storage Contract provides otherwise. Other terms used in this Framework Gas Storage Contract beginning with capital letter shall be defined as follows:

- 1.1 **“Cross-border utilization of the Storage Facility”** – the way of Storage Facility utilization during which the sum of Gas volume injected through Entry/Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria does not equal sum of Gas volume withdrawn through Entry/Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria, according to its definition in E-control decree about Gas system usage charges “Gas-Systemnutzungsentgelte-Verordnung 2013”, as amended.
- 1.2 **“Time”** – any reference to time in this Framework Gas Storage Contract or Individual Contract shall be a reference to the current time used in the Slovak Republic.
- 1.3 **“Working Days”** – days except for Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic.

ARTICLE 2 SUBJECT MATTER OF FRAMEWORK GAS STORAGE CONTRACT

- 2.1 This Framework Gas Storage Contract governs all transactions the Parties shall enter into for the provision of Inverse Storage Capacity with Gas Loan allocated in accordance with the General Terms and Conditions (each such transaction being an **“Individual Contract”**). The Parties enter into this Framework Gas Storage Contract and into Individual Contracts on the understanding that each Individual Contract and this Framework Gas Storage Contract shall form a single separate agreement between the Parties and that the Parties would not enter into Individual Contracts if this was not the case. The rights and obligations of the Parties under each Individual Contract shall be construed independently from the other Individual Contracts unless otherwise agreed by the Parties in writing. The provisions of this Framework Gas Storage Contract constitute an integral part of, but may be supplemented by the terms of, each Individual Contract.
- 2.2 The Storage Operator shall provide to the Customer and the Customer shall be entitled to utilize the Inverse Storage Capacity with Gas Loan in accordance with the Individual Contract, the Framework Gas Storage Contract, the Rules of Operation, the General Terms and Conditions, the Technical Terms and Conditions and the Pricelist. If not stipulated otherwise in the Individual Contract, the Customer shall pay to the Storage Operator the price for the Inverse Storage Capacity with Gas Loan.
- 2.3 This Framework Gas Storage Contract does not apply to agreements for the provision of Inverse Storage Capacity with Gas Loan entered into before the Effective Date.

ARTICLE 3 CONCLUSION OF INDIVIDUAL CONTRACTS

- 3.1 Individual Contracts shall be concluded either in paper form signed by manuscript signature or electronically signed by advanced electronic signature, as defined in Article 3(11) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter the “**Advanced Electronic Signature**”), and shall be legally binding and enforceable from the time the Individual Contract is duly signed by both Parties. The Parties may also conclude Individual Contracts by email, in which case the Individual Contract shall be legally binding and enforceable from the time the terms of such Individual Contract are concluded.
- 3.2 In the event that an Individual Contract is concluded by email, the Parties shall, within ten (10) calendar days, confirm the conclusion of the Individual Contract in paper form signed by manuscript signature or electronically with Advanced Electronic Signature. Such confirmation shall not constitute a requirement for a legally valid Individual Contract.
- 3.3 Each Individual Contract shall contain the information stipulated in, and shall be substantially in the form of template Individual Contract attached to this Framework Gas Storage Contract as Annex No. 1.
- 3.4 Individual Contracts may be concluded on behalf of each Party exclusively by the persons listed for such purposes in the Annex No. 2 attached to this Framework Gas Storage Contract. Each Party may at any time unilaterally amend and supplement in writing the list of persons currently authorized to negotiate and sign Individual Contracts.
- 3.5 In the event of inconsistency between the terms of an Individual Contract and the Framework Gas Storage Contract, the terms of the Individual Contract shall prevail for the purpose of that Individual Contract.

ARTICLE 4 STORAGE CAPACITY AND ITS USAGE

- 4.1 The Storage Operator allocates Inverse Storage Capacity with Gas Loan in accordance with the General Terms and Conditions.
- 4.2 Pursuant to the Individual Contract, the Storage Operator shall provide the Customer with the service Inverse Storage Capacity with Gas Loan, whereby the Storage Operator grants the Customer access to the Storage Facility and allocates to the Customer Inverse Storage Capacity with Gas Loan, to the extent and during the agreed period (hereinafter the “Storage Period”) specified in the Individual Contract, and the Customer shall be entitled to borrow Gas from the Storage Operator in the quantity and under the conditions specified in the Individual Contract (hereinafter referred to as the “**Inverse Storage Capacity with Gas Loan**”).

- 4.3 The Storage Operator allows the Customer the access to the Storage Facility and the Customer shall be entitled to utilize the Inverse Storage Capacity with Gas Loan in accordance with the parameters of Working Gas Volume, maximum Daily Withdrawal Flow Rate, maximum Daily Injection Flow Rate, Withdrawal Period, Injection Period and at Entry-Exit (Handing-over and Acceptance) Point(s) as specified in the Individual Contract.
- 4.4 The Customer undertakes to withdraw quantity of Gas equal to the Working Gas Volume from the Storage Facility during the Withdrawal Period and inject the same quantity of Gas into the Storage Facility during the Injection Period in accordance with the agreed maximum Daily Injection Flow Rate and the maximum Daily Withdrawal Flow Rate specified in the Individual Contract. If at any point during the Storage Period the Customer (due to reasons on the Customer's side) fails to withdraw and/or inject such quantities of Gas that it becomes impossible to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period using the agreed maximum Daily Injection Flow Rate and the maximum Daily Withdrawal Flow Rate specified in the Individual Contract, it shall constitute a material breach of this Framework Gas Storage Contract and/or Individual Contract and shall be considered as Event of Default pursuant to section 13.1 and the Storage Operator shall have the right to suspend the provision of the Inverse Storage Capacity with Gas Loan.
- 4.5 At any time during the Withdrawal Period with the exception of Shutdowns, the Storage Operator shall, in accordance with the terms and conditions of this Framework Gas Storage Contract and Individual Contract, hand-over to the Customer Gas quantities that the Customer requests provided that after the withdrawal of those Gas quantities the energy of the Gas stored in the Storage Facility expressed in MWh is not less than zero (0) MWh.

During the Withdrawal Period on each Gas Day except Shutdowns, the Storage Operator shall withdraw and hand-over to the Customer, if the Customer requests so, such Gas quantities that shall not in total exceed the Daily Withdrawal Flow Rate or respective Hourly Withdrawal Flow Rate applicable on the given Gas Day based on the confirmed Customer's Nomination/Renomination by the Storage Operator according to this Framework Gas Storage Contract and Individual Contract, that after the withdrawal of those Gas quantities the energy of the Gas stored in the Storage Facility expressed in MWh is not less than zero (0) MWh.

- 4.6 At any time during the Injection Period with the exception of Shutdowns, the Storage Operator shall, in accordance with the terms and conditions of this Framework Gas Storage Contract and Individual Contract, take over from the Customer Gas quantities delivered by the Customer for storage under the condition that at any time balance of the Customer's account associated with the Individual Contract shall not exceed Working Gas Volume pursuant to the Individual Contract.

During the Injection Period on each Gas Day except Shutdowns, the Storage Operator shall take over from the Customer and store, if the Customer requests so, such Gas quantities that shall not in total exceed the Daily Injection Flow Rate or respective Hourly Injection Flow Rate applicable on the given Gas Day based on the confirmed Customer's

Nomination/Renomination by the Storage Operator according to this Framework Gas Storage Contract and Individual Contract under the condition that stored Gas volume does not exceed the Working Gas Volume according to the Individual Contract.

- 4.7 If the Customer is not able to withdraw and/or inject Gas quantities, which are necessary to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period, due to any maintenance on the Storage Facility or adjoining infrastructure or other unforeseen reasons on the Storage Operator's side, the relevant withdrawal and/or injection flow rates for the month affected by maintenance shall be adjusted by the Storage Operator with the make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates (as applicable). Such make-up Daily Injection Flow Rates and/or Daily Withdrawal Flow Rates are included in the Price and shall be provided by the Storage Operator in the form of Withdrawal Flow Rates and/or Injection Flow Rates which will, during reasonable period of time, enable the Customer to withdraw and/or inject Gas quantities, which are necessary to withdraw a quantity of Gas equal to the Working Gas Volume during the Withdrawal Period and/or inject a quantity of Gas equal to the Working Gas Volume during the Injection Period.
- 4.8 The Customer shall ensure that all Gas injected into the Storage Facility under this Framework Gas Storage Contract and Individual Contract is custom duty cleared for European Union. The Customer shall be obligated to indemnify the Storage Operator for all damages, costs and/or expenses resulting from or related to injection of Gas which is not custom duty cleared for European Union.
- 4.9 The Storage Operator shall not be liable for any breach of conditions of transmission, distribution, storage and other contracts concluded between the Customer and the Connected Network Operator, irrespective of the fact whether the breach of contract is caused by the Customer and/or the Connected Network Operator.
- 4.10 The Customer shall submit to the Storage Operator a shipper code allocated by the Connected Network Operator three (3) Working Days before submitting the Nomination at the latest. Should the Customer fail to submit the shipper code in compliance with preceding sentence, the Storage Operator is entitled to postpone the commencement of the Inverse Storage Capacity with Gas Loan provision by the number of Working Days respective to Customer's time delay.
- 4.11 For avoidance of any doubt Parties agree that the Customer is entitled to use Inverse Storage Capacity with Gas Loan only after conclusion of an Individual Contract and only in the amount and time specified in such Individual Contract.

ARTICLE 5

LOAN OF NATURAL GAS

- 5.1. At the beginning of the Storage Period, the Storage Operator shall make available on a separate account of the Customer Gas quantity equal to the Working Gas Volume specified

in the Individual Contract (hereinafter the “**Loan Quantity**”). For the avoidance of doubt, the Loan Quantity is a volume allocated at the beginning of the Storage Period before the Customer withdraws or injects any Gas. The Customer has not injected and does not own the Loan Quantity. The Gas quantity available to the Customer during the Storage Period shall be the difference between the Loan Quantity and the Gas quantity borrowed by the Customer from the Storage Operator (hereinafter “**Borrowed Quantity**”) and is shown on separate account of the Customer associated with the Individual Contract (hereinafter the “**Available Quantity**”). The Storage Operator makes accessible the Available Quantity to the Customer by way of asset loan pursuant to section 657 of Act No. 40/1964 Coll. Civil Code as amended and the Customer shall borrow this natural gas from the Storage Operator at the time and in the amount agreed in the Individual Contract.

- 5.2. The ownership title to any Borrowed Quantity withdrawn by the Customer from the Storage shall be transferred to the Customer after the withdrawal at the Entry-Exit (Handing-over and Acceptance) Point specified in the Individual Contract. The ownership title to any returned Gas injected by the Customer into the Storage Facility shall be transferred to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point specified in the Individual Contract before the injection to the Storage Facility. Accordingly, the Customer will not have any ownership rights to the Gas stored in the Storage Facility before its withdrawal according to this Article. After the withdrawal at the Entry-Exit (Handing-over and Acceptance) Point specified in the Individual Contract, the Customer will have ownership rights to the withdrawn Gas.
- 5.3. The Customer shall return to the Storage Operator the Borrowed Quantity that has been withdrawn in accordance with this Framework Gas Storage Contract and Individual Contract from the Storage Facility by ensuring that such quantity of Gas solely owned by the Customer and free of any liens, encumbrances and third-party claims is injected in the Storage Facility before the end of the Storage Period.
- 5.4. The Parties shall sign a statement in order to evaluate and confirm the Borrowed Quantity and returned back by the Customer during the respective calendar month by the fifth (5th) Working Day of the immediately following calendar month. Such statement shall represent only a proof of the withdrawals and injections of Gas during a specific calendar month within the boundaries and limits stipulated in the Individual Contract. This statement does not determine or refer to the occurrence of tax point (or of several tax points) for value added tax (hereinafter “**VAT**”) purposes, nor shall it constitute an invoice for VAT or other purposes.
- 5.5. If the Customer fails to fulfil its obligation to return the Borrowed Quantity in accordance with section 5.3 of this Framework Gas Storage Contract at the end of the Storage Period, the Customer shall pay to the Storage Operator a contractual penalty, which shall be calculated using the following formula :

$$CP = (DQ \times P + TC) \times k$$

where

CP - is the contractual penalty in EUR,

- DQ** - is the quantity of Gas in MWh that the Customer failed to return to the Storage Operator pursuant to section 5.3. of this Framework Gas Storage Contract (hereinafter the “**Default Quantity**”),
- P** - is the price in EUR/MWh, at which the Storage Operator acting in a commercially reasonable manner is or would be able to contract to purchase or otherwise acquire from a third party (which may include a network operator) an equivalent quantity of Gas to replace the Default Quantity,
- TC** - is the amount in EUR of any transportation costs, charges, non-recoverable taxes and duties payable/paid by the Storage Operator and other reasonable and verifiable costs or expenses incurred by the Storage Operator in respect of the Default Quantity,
- K** - is a coefficient equal to 1.05.

The contractual penalty shall be payable within fifteen (15) Working Days from receipt by the Customer of a request for payment from the Storage Operator. Payment of the contractual penalty does not affect any claim for compensation of damage incurred by the Storage Operator, the obligation of the Customer to pay damages incurred by the Storage Operator in the amount exceeding the contractual penalty, any right of the Storage Operator for indemnification or other contractual or statutory rights of the Storage Operator.

ARTICLE 6 NOMINATIONS AND RE-NOMINATIONS

- 6.1. Customer shall submit Nominations and/or Re-nominations to the dispatching center of Storage Facility in format using the communication means indicated in the Rules of Operation.
- 6.2. Storage Operator shall confirm and/or modify Nominations and/or Re-nominations in format and using the communication means indicated in the Rules of Operation by using the contact data provided by Customer.
- 6.3. Customer shall be entitled to authorize the third party to submit Nominations and/or Re-nominations to Storage Operator. Customer shall notify Storage Operator in writing that such authorization has been granted, amended and/or revoked and describe the scope of the authorization without undue delay but no later than three (3) calendar days before such authorization becomes effective, is amended or revoked.

ARTICLE 7 PRICE

- 7.1. Each Individual Contract execution is subject to agreement of both Parties on Price for the allocated Inverse Storage Capacity with Gas Loan.

- 7.2. Unless otherwise agreed in the Individual Contract, total price F for Inverse Storage Capacity with Gas Loan under the Individual Contract shall be calculated according to following formula:

$$F = P \times C$$

, whereas

- F - is the Price for Inverse Storage Capacity with Gas Loan during the Storage Period,
- P - Unit price for the Inverse Storage Capacity with Gas Loan under the Individual Contract determined as stipulated in section 7.1 of this Framework Gas Storage Contract,
- C - Working Gas Volume in MWh which shall be dedicated to Inverse Storage Capacity with Gas Loan under the Individual Contract.

- 7.3. Daily price for Cross-border utilization of the Storage Facility provided by the Storage Operator to the Customer based on this Framework Gas Storage Contract, shall be calculated in accordance with the Pricelist. For the avoidance of doubt (i) Loan Quantity withdrawal by the Customer at Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria and (ii) Return Quantity handover by the Customer to the Storage Operator constitutes Cross-border utilization of the Storage Facility and the Customer shall pay the daily price for such Cross-border utilization of the Storage Facility in accordance with the Pricelist. Unit prices for other related service and conditions for their application are defined in the Pricelist. Total price for related services shall be calculated according to the calculation method and conditions defined in the Pricelist.

ARTICLE 8 INVOICING AND INVOICE PAYMENT

- 8.1. The Storage Operator shall issue invoices for the provision of services for each calendar month of a repeated provision of a service, specifically in the amount calculated based on the following formula:

$$FM = \frac{F}{M} + \Sigma F_s$$

where:

- FM** - is the Price for services provided in given month of the Storage Period, as defined in article 7 of this Framework Gas Storage Contract for calendar month for repeated service provision,
- F** - is the Price of Inverse Storage Capacity with Gas Loan in the Storage Period as defined in the Individual Contract,
- M** - is the Number of months of Inverse Storage Capacity with Gas Loan provision in the Storage Period,
- ΣFs** - is the Sum of prices for related services provided in given month of the Storage Period applied according to the Pricelist.

- 8.2. VAT due under applicable laws of the Slovak Republic shall be charged to the price for rendered services. Invoice issued by Storage Operator must contain all essentials stipulated by generally binding laws.
- 8.3. Storage Operator shall issue and send to the Customer an invoice no later than the fifteenth (15th) day of a calendar month immediately following the calendar month of a repeated provision of a service. In case of related services Storage Operator shall issue one cumulative invoice.
- 8.4. For VAT purposes, provision of the Inverse Storage Capacity with Gas Loan represents recurring supply of services subject to VAT with payment agreed for the services to occur on a monthly basis.
- 8.5. The Price mentioned in the section 7.2 of this Framework Gas Storage Contract plus VAT if applicable constitutes for VAT purposes a consideration payable for provision of the services of Inverse Storage Capacity with Gas Loan. The place of supply of these services shall be determined in accordance with Article 15 (1) of the Act No. 222/2004 Coll. on Value Added Tax as amended (hereinafter referred to as the “Slovak VAT Act”) and Article 44 of the Council Directive 2006/112/EC on the Common System of Value Added Tax (hereinafter referred to as the “EU VAT Directive”).
- 8.6. Specific treatment of asset loans for the VAT purposes applies in Slovakia, where due to particularities of VAT legislation, the asset loans also follow the VAT rules applicable to a VAT regime used for supplies of goods, which occurs besides provision of services. The Parties therefore agree that any other VAT obligations (including invoicing) arising from such specific VAT treatment, will be governed by stipulations of the Annex No. 3 – Specific VAT treatment in connection to the Inverse Storage Capacity with Gas Loan, attached to this Framework Gas Storage Contract. Respective Annex No. 3 forms an integral and inseparable part of this Gas Storage Contract. For the avoidance of doubt, notwithstanding the arrangements of the Annex No. 3 of this Framework Gas Storage Contract, the Parties explicitly agree that their mutual contractual relationship is the Inverse Storage Capacity with Gas Loan.
- 8.7. Invoices issued by the Storage Operator shall be delivered via email (electronic mail), or registered mail. In case of invoice delivery by electronic mail Storage Operator and

Customer shall use contact details stated in the Annex No. 2. Invoices shall be considered to have been delivered upon expiration of the earliest of the following:

- receipt of electronic confirmation of email (electronic mail) acceptance (a delivery receipt) from the Customer's server by Storage Operator, or
- three (3) days of the day of sending mail to the Customer's address.

ARTICLE 9 RISK OF LOSS OF GAS

- 9.1. The Storage Operator warrants that it is entitled to dispose of the Loan Quantity and that the Loan Quantity is free of any liens, encumbrances and third-party claims. The Storage Operator shall be obligated to indemnify the Customer for any damages, costs and/or expenses suffered by the Customer as a result of breach of the Facility Operator's warranties in this section 9.1.
- 9.2. The Customer declares warrants it is entitled to dispose of the Gas designated for storage in the Storage Facility pursuant to the Framework Gas Storage Contract and Individual Contract and that such Gas is free of any liens, encumbrances and third-party claims. The Customer shall be obligated to indemnify the Storage Operator for any damages, costs and/or expenses suffered by the Storage Operator as a result of breach of the Customer's warranties in this section 9.2.
- 9.3. The risk of loss of Borrowed Quantity (including liability for damage to Gas) withdrawn from the Storage Facility shall pass to the Customer at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is handed over to the Customer. The risk of loss of Gas (including liability for damage to Gas) returned by the Customer shall pass to the Storage Operator at the Entry-Exit (Handing-over and Acceptance) Point at which the Gas is handed over to the to the Storage Operator.

ARTICLE 10 FINANCIAL SECURITY

- 10.1. The Storage Operator shall be entitled to request a financial security from the Customer to secure its payment obligations under the Framework Gas Storage Contract and Individual Contracts (hereinafter the "**Financial Security**"). The Customer shall provide financial security in the form of:
 - (i) a bank guarantee (hereinafter the "**Bank Guarantee**"), or
 - (ii) a security deposit (hereinafter the "**Monetary Security**").

The Customer may replace the Financial Security originally provided to the Storage Operator in respect of an Individual Contract by providing the Storage Operator with a Financial Security in the other form permitted by this section 10.1. The Storage Operator shall return the originally provided Financial Security to the Customer within five (5)

calendar days after receiving the other form of the Financial Security in accordance with this Article 10.

10.2. The Customer shall provide the Financial Security in accordance with this Article 10 to the Storage Operator within three (3) hours after conclusion of the Individual Contract, not earlier than Nomination related to the Individual Contract is submitted. If the Customer fails to provide the Financial Security which meets the requirements stipulated in previous sentence, the Storage Operator shall be entitled to:

- (i) immediately suspend providing the Inverse Storage Capacity with Gas Loan to the Customer and shall not be obligated to continue providing the Inverse Storage Capacity with Gas Loan to the Customer;
- (ii) terminate the Individual Contract and/or the Framework Gas Storage Contract.

10.3. A Bank Guarantee provided by the Customer to the Storage Operator in respect of an Individual Contract shall meet the following requirements:

- i. the Bank Guarantee shall be issued by a bank in the form and with the content acceptable to the Storage Operator and to the Facility Operator as the beneficiary (suggested form of Bank Guarantee is published on www.pozagas.sk);
- ii. the amount of the Bank Guarantee shall be stipulated in the Individual Contract;
- iii. The Bank Guarantee shall be effective from beginning of Storage Period until at least the end of the second (2nd) month following the end of the Storage Period agreed in the Individual Contract;
- iv. The Bank Guarantee shall be issued with the Storage Operator as the beneficiary;
- v. The Bank Guarantee shall be payable to the bank account of the Storage Operator without any objection within five (5) working days (days except for Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic) of the notice from the Storage Operator being received and without any preceding notice by the Storage Operator requesting that the Customer fulfil their obligations;
- vi. The Bank Guarantee shall be irrevocable;
- vii. Shall be governed by Slovak law and the rules of URDG 758 (ICC Uniform Rules for Demand Guarantees), subject to ICC arbitration with three arbitrators in accordance with Article 13;
- viii. Shall be issued by a bank with a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency "Standard & Poor's" respectively or an equivalent minimum rating given by the rating agencies "Moody's" or "Fitch".

- 10.4. The Monetary Security provided by the Customer to the Storage Operator in respect of an Individual Contract shall meet the following requirements:
- i. the Monetary Security shall serve in its entirety to secure the Customer's payment obligations under the Framework Gas Storage Contract and Individual Contract;
 - ii. the Monetary Security shall be deemed provided on the day when the full amount thereof is credited with the Storage Operator's bank account;
 - iii. the Storage Operator shall inform the Customer in writing of the use of the Monetary Security for the payment of the Customer's unfulfilled obligations in accordance with Article 10;
 - iv. the Monetary Security shall not be subject to any form of interest or interest payment;
 - v. the amount of the Monetary Security shall be stipulated in the Individual Contract;
- 10.5. If at least a part of the Financial Security amount is spent, the Storage Operator shall have the right to request the Customer to replenish the Financial Security up to the amount specified in the Individual Contract or section 10.8. of this Framework Gas Storage Contract, as the case may be. The Financial Security shall be replenished within fifteen (15) days after the Storage Operator has made the request for replenishment of the Financial Security. If the Customer fails to replenish the Financial Security up to the amount pursuant to the Individual Contract or section 10.8. of this Framework Gas Storage Contract, as the case may be, the Storage Operator shall have the right to suspend the provision of the Inverse Storage Capacity with Gas Loan.
- 10.6. The Storage Operator shall return the Monetary Security (or any remainder thereof) paid by the Customer in respect of an Individual Contract to the bank account designated by the Customer within five (5) calendar days of the satisfaction of all of the Customer's obligations and liabilities related to such Individual Contract. The Monetary Security shall be deemed returned to the Customer when debited from the bank account designated by the Storage Operator. No interest rate or interest payment shall apply in connection with the Security Deposit.
- 10.7. The Storage Operator shall be entitled to use the Financial Security if (i) any Event of Default (as defined below) occurs, or (ii) the Customer fails to make any payment due under this Framework Gas Storage Contract and/or Individual Contract.
- 10.8. The Storage Operator shall be entitled to demand and the Customer shall be obligated to deliver to the Storage Operator within ten (10) days from the receipt of written notice a replacement of the Financial Security and/or a Financial Security in an increased amount to the satisfaction of the Storage Operator in case material adverse change occurs, which means the occurrence of any of the following events:

- i. the Financial Security has expired, has been revoked, has been modified, has ceased to be valid and/or effective, has been called into question or is inadequate;
 - ii. impaired ability to perform, i.e. where, in the reasonable opinion of the Storage Operator, the Customer's ability to perform its obligations under the Gas Storage Contract is materially impaired;
 - iii. a change of control of the Customer, i.e. there has been a change of control of the Customer (whether or not as a result of a merger, reorganization, consolidation or similar transaction, liquidation or dissolution, sale of shares or other interest or sale of the whole or significant assets) whether through one or more related transactions. For the purposes of this Article, control in relation to a legal entity means the power, direct or indirect (through one or more intermediaries), of a person to ensure that the legal entity is managed in accordance with that person's wishes, through the holding of shares or the exercise of voting rights, or by virtue of any powers conferred by the constitutive or corporate documents or by shareholders' or similar agreements; and;
 - iv. a fundamental change in commodity price on the gas market.
- 10.9. The Storage Operator shall be entitled to require the Customer to prove at any time during the term of this Framework Gas Storage Contract that it has professional, technical, personnel and financial capacity to fulfil the obligations under this Framework Gas Storage Contract and Individual Contract. For the purposes of the foregoing, the Storage Operator may request the Customer to provide the following information and documents:
- i. financial statements and other information about the Customer's assets and its financial situation which the Storage Operator will deem necessary;
 - ii. information on the structure of equity holding of the Customer as well as on persons controlling the Customer and controlled by the Customer according to and on any change in the Customer's control;
 - iii. details of any existing or impending dispute or proceeding (including judicial, arbitration and administrative proceedings), which could have adverse impact on the fulfilment of the Customer's duties under this Framework Gas Storage Contract and Individual Contract should they result in negative outcome for the Customer;
 - iv. information on the Customer's permits, authorizations, and licenses necessary for the fulfilment of the duties under this Framework Gas Storage Contract and Individual Contract.
- 10.10. The Customer shall be obligated to furnish the Storage Operator with the above information or documents in the form required by the Storage Operator no later than ten (10) Working Days after delivery of the Storage Operator's request. Should the Customer breaches this duty, it shall be deemed as a breach of material obligation of this Framework Gas Storage Contract pursuant to section 13.1(vi).

10.11. Sections 22.1 to 22.9 of the Rules of Operation shall not apply to this Framework Storage Contract.

ARTICLE 11 WARRANTIES AND OBLIGATIONS

11.1. The Customer warrants to the Storage Operator that:

- i. it does not have a fixed establishment for VAT purposes in Slovakia;
- ii. it is registered for VAT;
- iii. it is not registered as an excise tax payer for natural gas pursuant to Article 35 of Act No. 609/2007 Coll. on excise tax on electricity, coal and natural gas and the amendment to Act No. 98/2004 Coll. on excise tax on mineral oil, as amended (hereinafter the “**Excise Tax Act**”).

11.2. The Parties hereby declare that they are taxable persons acting in capacity of a taxable person when fulfilling their obligations stipulated by this Framework Gas Storage Contract.

11.3. The Customer undertakes to the Storage Operator that:

- i. it shall not form a fixed establishment for VAT purposes in Slovakia during the Contract Period;
- ii. it shall remain registered for VAT during the Storage Period;
- iii. it shall not become an excise tax payer for natural gas registered in Slovakia according to the Excise Tax Act during the Storage Period;
- iv. it shall not use the Loan Quantity borrowed from the Storage Operator for purpose of its own consumption, security of gas supplies, network balancing or security and reliability of a Storage Facility, but for trading purposes only;
- v. it shall not depreciate the Loan Quantity borrowed from the Storage Operator for tax purposes during the Storage Period;
- vi. it shall bear the loss, including the obligation to bear the costs, resulting from or related to the tax administrator assessing additional tax, including sanctions, which the Storage Operator has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to immediately notify the Storage Operator of any change concerning the Customer or its warranties or obligations contained in this Framework Gas Storage Contract and/or Individual Contract or carried out on the basis of this Framework Gas Storage Contract and/or Individual Contract.

- 11.4. If the Customer breaches his undertakings set out in section 11.2, it shall be deemed as a breach of material obligation of this Framework Gas Storage Contract pursuant to section 13.1(v).
- 11.5. The Customer acknowledges that the Storage Operator has entered into this Framework Gas Storage Contract and Individual Contract in reliance on these warranties and undertakings.

ARTICLE 12 NOTIFICATIONS

All notifications between Storage Operator and Customer shall be delivered by registered letters and/or courier service established and operating in the Slovak Republic, by e-mail (if listed below).

For Customer to the address:

[FILL IN]
[FILL IN]
[FILL IN]

Front desk:

Attention: [FILL IN]
E-mail: [FILL IN]

Dispatching:

Telephone: [FILL IN]
E-mail: [FILL IN]

and for Storage Operator to the address:

POZAGAS a.s.
Malé námestie 1
901 01 Malacky
Slovak Republic

Front desk:

Attention: Martin Beňa
E-mail: [FILL IN]

Dispatching:

Telephone: [FILL IN]
E-mail: [FILL IN]

or any other address or fax number notified to the other Party in writing.

ARTICLE 13 EVENTS OF DEFAULT

- 13.1. The following shall be deemed Events of Default of the Customer under this Framework Gas Storage Contract and/or Individual Contract:
- i. the Customer fails to pay any monetary obligation (payment obligation) or other obligation to the Storage Operator within ten (10) Working Days of its due date;
 - ii. the Customer fails to return the Gas provided by the Storage Operator in accordance with this Framework Gas Storage Contract and Individual Contract; and/or
 - iii. the Customer fails to timely provide the Financial Security required by the Storage Operator in accordance with the Framework Gas Storage Contract, or fails to timely replenish or increase such Financial Security at the request of the Storage Operator; and/or
 - iv. the Customer has provided false or misleading information and/or documents to the Storage Operator; and/or
 - v. the Customer otherwise materially breaches the Framework Gas Storage Contract, an Individual Contract or any other Contract concluded with the Storage Operator, the Rules of Operation, e.g. by breaching confidentiality of information; and/or
 - vi. the Customer is in breach of another Contract with the Storage Operator or the Rules of Operation in connection with such other Contract for which the Storage Operator may terminate such other Contract by way of withdrawal (cross-default).

ARTICLE 14 DISPUTE RESOLUTION

- 14.1. All disputes between the Parties due to failure to comply with the terms and conditions agreed by the Parties in this Framework Gas Storage Contract and related documents (hereinafter “**Dispute**”) shall Parties attempt to settle in good faith by amicable agreement.
- 14.2. Disputes that are not settled by an amicable agreement within sixty (60) calendar days from the delivery of the written notice of Dispute to other Party, which shall contain the description of the Dispute and proposal for its resolution shall be resolved, in case that Parties shall not agree in written form otherwise, by means of arbitration conducted in the English language and decided by three arbitrators.
- 14.3. The Parties shall nominate one arbitrator each. The two arbitrators nominated in this way shall appoint a third arbitrator, who shall act as chairman of the Court of Arbitration.

- 14.4. Arbitration proceedings shall be governed by the rules of the Court of Arbitration of the International Chamber of Commerce. The venue of arbitration proceedings shall be in Zürich.
- 14.5. The ruling resulting from arbitration proceedings shall be final and binding on both Parties.

ARTICLE 15

TERM AND TERMINATION

- 15.1. This Framework Gas Storage Contract shall become valid and effective on the day it is signed by the authorized representatives of both Parties and shall remain in force until [FILLIN].
- 15.2. Any amendments to this Framework Gas Storage Contract and/or Individual Contracts shall be legally binding and effective subject to the written consent of both Parties drawn up in the form of an addendum to this Framework Gas Storage Contract and/or Individual Contracts that must be signed by legitimately appointed representatives of both Parties.
- 15.3. If an Event of Default occurs, the Storage Operator shall be entitled to withdraw from the Framework Gas Storage Contract and/or Individual Contract.
- 15.4. The Storage Operator shall also have the right to withdraw from the Framework Gas Storage Contract and/or Individual Contract if:
- i. the Customer files a motion for bankruptcy or restructuring of the Customer with the court; or
 - ii. the Customer is bankrupt; or
 - iii. the court declares the Customer bankrupt or approves the restructuring of the Customer, or rejects the bankruptcy on the grounds that the Customer's assets are insufficient; or
 - iv. the general meeting of the Customer decides to dissolve the Customer and to liquidate the Customer; or
 - v. the competent court has made a valid decision to dissolve and/or liquidate the Customer on the court's own initiative or on the basis of a petition by a third-party; or
 - vi. there is a pending proceeding in relation to the Customer's assets enforcement or execution proceedings pursuant to a final and enforceable judgment and/or writ of execution; or
 - vii. the Customer's conduct demonstrably endangers or could substantially endanger the security of the Storage Facility; or

- viii. the Customer (or a person controlled by or controlling the Customer or its end-user of the benefits or a person, who is its statutory body) has been sanctioned under a sanction list issued and updated and amended from time to time by (i) the European Union, (ii) His Majesty's Treasury (HM Treasury), (iii) the United Nations Security Council, (iv) the Office of Financial Assets Control (OFAC), (iv) the Swiss State Secretariat for Economic Affairs (SECO), and (v) any such other international sanctions list that the Storage Operator may include by means of an announcement to be published on its website; or
 - ix. it is a foreign Customer and a similar situation arises; or similar legal effects which are equivalent to the above, under the law of the country in which the Customer has its registered office or place of business; or
 - x. the Customer, in the good faith discretion of the Storage Operator, ceased to comply with the requirements of the registration pursuant to the Rules of Operation or the registration has been made on the basis of false information.
- 15.5. If the Storage Operator withdraws from the Framework Gas Storage Contract and/or Individual Contract due to a breach of the Customer's obligations or an Event of Default, the Storage Operator shall be entitled to claim against the Customer, inter alia, a contractual penalty corresponding to the difference between the price, which the Customer would have been obliged to pay to the Storage Operator for the Services during the entire Storage Period originally agreed in the terminated Individual Contract and the price paid by the Customer to the Storage Operator under the Individual Contract on the date of termination of the Individual Contract, without prejudice to the right of the Storage Operator against the Customer for payment of outstanding liabilities, damages and/or compensation.
- 15.6. If this Framework Gas Storage Contract and/or Individual Contract is terminated, withdrawn or otherwise ends prior to the expiry of the Storage Period for any reason, the Customer shall return the Borrowed Quantity to the Storage Operator by the day on which the Framework Gas Storage Contract and/or Individual Contract ends by ensuring that such quantity of Gas solely owned by the Customer and free of any liens, encumbrances and third-party claims is injected in the Storage Facility (Article 5 applies mutatis mutandis). The Storage Operator, may at its option and sole discretion, request that the Customer fulfils its obligation to return the Borrowed Quantity under previous sentence by paying to the Storage Operator costs required for procuring the relevant quantity of Gas (hereinafter the "**Return Payment**"), which shall be calculated using the following formula:

$$RP = (RQ \times P + TC) \times k$$

- RP** is the amount of Return Payment in EUR,
- RQ** is the quantity of Gas in MWh that the Customer is obligated to return to the Storage Operator pursuant to section 15.6 of this Framework Gas Storage Contract (hereinafter the "**Return Quantity**"),
- P** is the price in EUR/MWh, at which the Storage Operator acting in a commercially reasonable manner is or would be able to contract to purchase or otherwise acquire

- from a third party (which may include a network operator) an equivalent quantity of Gas to replace the Return Quantity,
- TC** is the amount in EUR of any transportation costs, charges, non-recoverable taxes and duties payable/paid by the Storage Operator and other reasonable and verifiable costs or expenses incurred by the Storage Operator in respect of the Return Quantity,
- k** is a coefficient equal to 1.05.

The Return Payment shall be payable within three (3) days from receipt by the Customer of a request for payment from the Storage Operator. Payment of the Return Payment does not affect any claim for compensation of damage incurred by the Storage Operator, the obligation of the Customer to pay damages incurred by the Storage Operator, any right of the Storage Operator for indemnification or other contractual or statutory rights of the Storage Operator.

- 15.7. Withdrawal from this Framework Gas Storage Contract and/or Individual Contract or any other termination thereof shall not affect provisions, which by their nature are intended to continue after the end of this Framework Gas Storage Contract and/or the Individual Contract.

ARTICLE 16

FINAL PROVISIONS

- 16.1. Customer accepts and agrees with the Rules of Operation, Technical Terms and Conditions and Pricelist by signing this Framework Gas Storage Contract; these documents shall constitute the commercial and technical terms and conditions under which Storage Operator shall provide the access to the Storage Facility and render Inverse Storage Capacity with Gas Loan and shall be published on the web site www.pozagas.sk and shall be binding on the Parties.
- 16.2. All rights and obligations of the Parties not explicitly provided for in this Framework Gas Storage Contract shall be governed by the valid and effective Rules of Operation and Technical Terms and Conditions and possible operating agreements. If provisions of this Framework Gas Storage Contract and/or Individual Contracts regulate the mutual rights and obligations in a manner other than the one provided for in the Rules of Operation or Technical Terms and Conditions, the provisions of this Framework Gas Storage Contract and/or Individual Contracts regulating the mutual rights and obligations shall prevail over stipulations of the Rules of Operation or Technical Terms and Conditions, unless it is impossible to divert from them.
- 16.3. Storage Operator shall be entitled to unilaterally amend any provisions of this Framework Gas Storage Contract in case the amendment is required following changes in applicable regulations, or any acts of regulatory authorities having impact on Storage Operator.
- 16.4. Regarding the matters not specified by Framework Gas Storage Contract herein, the contractual relationship set out by Framework Gas Storage Contract herein shall be governed by stipulations of the Act No. 513/1991 Coll., Commercial Code, as amended and

relevant legal regulations. The provisions of this Gas Storage Contract pertaining to the loan of the Loaned Quantity shall be governed by the applicable provision of the Civil Code and by the Commercial Code. Application of rules and regulations governing the conflict of laws, referring to the applicability of other than Slovak law, shall be ruled out.

- 16.5. The Parties agree that manuscript signature and Advanced Electronic Signatures, applied by authorized persons to be sufficient and binding for entering into this Framework Gas Storage Contract and Individual Contracts and any documents related to the Framework Gas Storage Contract and Individual Contracts, including documents for which the Framework Gas Storage Contract and Individual Contract requires written form, or which require to be signed by the Parties.
- 16.6. If this Framework Gas Storage Contract is entered into in paper form signed by manuscript signature, it shall be executed in two (2) originals in the English language, with the Parties receiving one (1) original each.
- 16.7. The Parties declare that they have read this Framework Gas Storage Contract, comprehended the content and agree with it and in evidence thereof have signed the Framework Gas Storage Contract of their own free will.

In [FILL IN] on the day of [FILL IN]

In Malacky on the day of [FILL IN]

CUSTOMER

STORAGE OPERATOR

[FILL IN]

POZAGAS a.s.

Name: [FILL IN]
Position: [FILL IN]

Name: [FILL IN]
Position: [FILL IN]

Name: [FILL IN]
Position: [FILL IN]

Name: [FILL IN]
Position: [FILL IN]

Draft form of Individual Contract

Scope of Inverse Storage Capacity with Gas Loan:		
1. Type of Storage Capacity:	[FILL IN]	
2. Shipper code:	[FILL IN]	
3. Working Gas Volume (WGV):	[FILL IN]	MWh
4. Injection Flow Rate (firm):	[FILL IN]	MWh/d
5. Withdrawal Flow Rates (firm):	[FILL IN]	MWh/d
6. Entry/Exit (Handing-over and Acceptance) Points:	[FILL IN]	
7. Price for Inverse Storage Capacity with Gas Loan allocation:	[FILL IN]	EUR/MWh
8. Period for Inverse Storage Capacity with Gas Loan Allocation:	[FILL IN]	
9. Injection period:	[FILL IN]	
10. Withdrawal period:	[FILL IN]	
11. Other fees (e.g. Commodity tariff):	[FILL IN] or According to Pricelist	
12. Financial Security:	[FILL IN]	
13. Other arrangements:	[FILL IN]	

.....
 Name: [FILL IN]
 Position: [FILL IN]

.....
 Name: [FILL IN]
 Position: [FILL IN]

List of Authorized Persons and Emails contacts

List of Authorized Persons:

	Storage Operator	Customer
Name: Email address:	[FILL IN]	[FILL IN]
Name: Email address:	[FILL IN]	[FILL IN]
Name: Email address:	[FILL IN]	[FILL IN]

List of Email contacts:

	Storage Operator	Customer
Invoices - sent from:	invoice@pozagas.sk	[FILL IN]
Invoices - received to:	backoffice@pozagas.sk	[FILL IN]

Specific VAT treatment in connection to the Inverse Storage Capacity with Gas Loan

(hereinafter referred to as the “**Annex 3**”)

Preamble

Specific treatment of asset loans for the VAT purposes applies in Slovakia, where due to particularities of VAT legislation, asset loan arrangements follow in certain aspects also the VAT rules applicable to a VAT regime used for supply of goods. As supply of goods regime occurs alongside the provision of services, the Parties agree that VAT obligations (such as invoicing, VAT point determination, and similar) arising from this specific VAT treatment for goods supplies, are stipulated by this Annex 3.

VAT treatment in connection with the Asset Loan

1. The Parties acknowledge that for the purposes of the Slovak VAT legislation, two separate reciprocal transfers of the Gas, which shall represent taxable supply of goods for consideration also occur alongside the provision of taxable supply of services, as stipulated in section 8.4 of the Framework Gas Storage Contract.

The first being the supply of goods by the Storage Operator to the Customer represented by the act of allocating the Loan Quantity by the Storage Operator to the Customer at the Beginning of the Storage Period. The second being the reversed supply of goods by the Customer to the Storage Operator, which is represented by the expiry of accessibility of the Loan Quantity for the Customer at the End of the Storage Period.

The Gas in the volume of Loan Quantity is in this Annex 3 also referred to as the “goods” for VAT purposes.

2. Consideration agreed between the Parties for the supplies of goods identified above is stipulated as follows:
 - 2.1 Consideration net of VAT – tax base (EUR) for the supply of goods by the Storage Operator to the Customer occurring upon allocating of the Loan Quantity at the beginning of the Storage Period shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this section below and the Loan Quantity (MWh).

Unit Price (EUR/MWh)	Xxx
Loan Quantity (MWh)	[MISSING DATA TO BE INSERTED]
Consideration net of VAT – tax base (EUR)	[MISSING DATA TO BE INSERTED]

The consideration payable by the Customer for the respective supply of goods by the Storage Operator to the Customer shall represent the consideration net of VAT – tax base (EUR) stipulated in this section above increased by the Slovak VAT at the appropriate VAT rate (to the extent that the VAT legislation requires so).

- 2.2 Consideration net of VAT – tax base (EUR) for the reversed supply of goods by the Customer to the Storage Operator occurring upon expiry of accessibility of the Loan Quantity at the end of the Storage Period shall be equal to the amount of the consideration net of VAT – tax base (EUR) determined in accordance with section 2.1 of this Annex 3. Unit Price (EUR/MWh) in case of respective reversed supply of goods by the Customer to the Storage Operator is equal to the Unit Price (EUR/MWh) in case of supply of goods by the Storage Operator to the Customer as stipulated in Section 2.1 of this Annex 3.

For the avoidance of doubt, consideration net of VAT – tax base (EUR) for the reversed supply of goods by the Customer to the Storage Operator shall be calculated by multiplying the Unit Price (EUR/MWh) mentioned in this Section above and the Loan Quantity (MWh).

The consideration payable by the Storage Operator for the respective reversed supply of goods by the Customer to the Storage Operator shall represent consideration net of VAT – tax base (EUR) stipulated in this section increased by the Slovak VAT at the appropriate VAT rate (to the extent that the VAT legislation requires so).

3. From the legal point of view the title to the natural gas is transferred upon individual withdrawals and injections of natural gas during the Storage Period (section 5.2 of the Framework Gas Storage Contract). However, for purposes of determining the VAT treatment of supply of goods, the transfer of economic ownership (right to dispose of goods as owner) shall be decisive.
4. For the two distinct transfers of economic ownership that are identified for VAT purposes under this Annex 3, the tax points arise as follows:

4.1 for the transfer from the Storage Operator to the Customer the tax point shall occur upon the date of the beginning of the Storage Period for the entire volume of the Loan Quantity;

4.2 for the transfer from the Customer back to the Storage Operator the tax point shall occur upon the date of the end of the Storage Period for the entire volume of the Loan Quantity.

The beginning of the Storage Period represents decisive event upon which the Customer acquires accessibility to the Loan Quantity and the End of the Storage Period represents decisive event upon which the Customer ceases to have accessibility to the Loan Quantity.

Therefore, respective dates mentioned above represent tax point dates (and dates of supplies of goods) for VAT purposes.

5. The Storage Operator shall issue invoice for supply of goods to the Customer and deliver it to the Customer within fourteen (14) calendar days from the tax point date.

The Customer shall issue invoice for reversed supply of goods to the Storage Operator and deliver it to the Storage Operator within fourteen (14) calendar days from the tax point date.

6. The invoices shall, apart from other particulars, contain all particulars that are required for the VAT invoice in accordance with provisions of the Slovak VAT Act or EU VAT Directive.
7. The consideration net of VAT – tax base (EUR) stipulated in Section 2.1 of this Annex 3 shall be due to be paid by the Customer to the Storage Operator within fourteen (14) calendar days following the end of the Storage Period.

The related VAT (if charged by the Storage Operator) shall be due to be paid by the Customer to the Storage Operator within fourteen (14) calendar days following the date of delivery of the invoice issued by the Storage Operator. Respective payment shall be made by bank transfer.

8. The consideration net of VAT – tax base (EUR) stipulated in Section 2.2 of this Annex 3 shall be due to be paid by the Storage Operator to the Customer within fourteen (14) calendar days following the end of the Storage Period.

The related VAT (if charged by the Customer) shall be due to be paid by the Storage Operator to the Customer within fourteen (14) calendar days following the date of delivery of invoice issued by the Customer. Respective payment shall be made by bank transfer.

9. The Parties agree that the receivable of the Storage Operator towards the Customer in the amount of the consideration net of VAT – tax base (EUR) under Section 2.1 of this Annex 3 shall be set off against the receivable of the Customer towards the Storage Operator in the amount of consideration net of VAT – tax base (EUR) under Section 2.2 of this Annex 3 as of their respective due date pursuant to Section 7 and Section 8 of this Annex 3.
10. For the avoidance of doubt, since Annex 3 represents integral and inseparable part of the Framework Gas Storage Contract, if not stipulated otherwise in this Annex 3, all provisions stipulated in the Framework Gas Storage Contract outside Annex 3 shall apply on this Annex 3.