



Pricelist

for Services Provided by POZAGAS a.s. and Terms and Conditions of Prices Application

Effectiveness: from 1 February 2023

Storage Operator:

**POZAGAS a.s.
Malé námestie 1
901 01 Malacky
Slovak Republic
Company ID: 31 435 688
Recorded in the Commercial Register of the Bratislava I District Court,
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Pricelist for Services Provided by POZAGAS a.s. and Terms and Conditions of Prices Application

Article 1 Introductory Provisions

- 1.1 This Pricelist for Services Provided by POZAGAS a.s. (hereinafter only “POZAGAS”) and the Terms and Conditions of Prices Application constitutes a Pricelist referred to in Article 3 item 3.1 definition 3 of the Rules of Operation of POZAGAS a.s. stipulating general commercial terms and conditions for access to the storage facility UNGSF Láb 4 and its utilization (hereinafter the “Rules of Operation”).
- 1.2 Capitalized terms used in this Pricelist shall have the meaning defined in the Rules of Operation and/or in the Technical Conditions of Access and Connection to Underground Natural Gas Storage Facility Láb 4 and Rules of Operation Thereof.
- 1.3 This Pricelist is applicable from 1 February, 2023.
- 1.4 All prices specified in this Pricelist are exclusive of value added tax. Value added tax due under applicable laws shall be charged to the listed prices.

Article 2 Price for Services

	Service	Price and/or price calculation formula
2.1	Storage capacity (firm or interruptible Storage capacity, flexible product, seasonal product)	Price determined within competition on access to storage facility (tender, FCFS)
2.2	Day-ahead Injection Flow Rate (unbundled Service of Injection Flow Rate)	1 EUR/MWh
2.3	Day-ahead Withdrawal Flow Rate (unbundled Service of Withdrawal Flow Rate)	1 EUR/MWh
2.4	Transfer of Gas between Gas stored accounts within Storage Facility	0.02 EUR /MWh/request
		Min. 500 EUR / request
2.5	Transfer of Gas between Storage Facility and connected storage and vice versa	0.035 €/ MWh / request
		Min. 500 EUR / request
2.6	Transfer of rights and obligations of the Gas Storage Contract	10,000 EUR/request
2.7	Representing the Customer in the matter of customs clearance	12,000 EUR /year
2.8	Entry unit price for Cross-border utilization of the Storage Facility in given Gas Day	0.0023 EUR/kWh/h
2.9	Exit unit price for Cross-border utilization of the Storage Facility in given Gas Day	0.0022 EUR/kWh/h
2.10	Fundamental data reporting to ACER on behalf of the Customer	Price shall be included into the storage fee pursuant to section 2.1 of this Pricelist
2.11	Additional Entry-Exit (Handing-over and Acceptance) Point	0.20 EUR/MWh
2.12	Withdrawal of Gas injected from Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria into Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic	0.22 EUR/MWh
2.13	Commodity tariff for Gas injected from Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria	0.69818 EUR/MWh

Note:

Final tariff for gas storage according to Council Regulation (EU) 2022/2576 of 19 December 2022 enhancing solidarity through better coordination of gas purchases, reliable price benchmarks and exchanges of gas across borders can be found [here](#).

Article 3 Calculation Method for Individual Prices

- 3.1 The total price for Storage Capacity shall be calculated as a product of a unit price which is result of competition on access to storage facility and reserved Working Gas Volume specified in Gas Storage Contract.
- 3.2 The daily price for Day-ahead Injection Flow Rate / Withdrawal Flow Rate (unbundled interruptible service in a form of Injection Flow Rate or Withdrawal Flow Rate) shall be calculated as a multiplication of the highest nominated and confirmed hourly Gas volumes within the given service within a Gas Day and a unit price. POZAGAS shall become entitled to the payment of price after POZAGAS confirms a Customer's Nomination for an interruptible-base service. If the provision of a service is interrupted, the price shall not apply to quantities and an interruption period.
- 3.3 The price for Transfer of title to stored Gas shall be calculated as a product of a respective unit price and requested Gas volume to be transferred from one Gas Stored Account (Customer A) to the other Gas Stored Account (Customer B), provided the price will not be lower than given minimum. Price shall be charged to Customer transferring Gas (Customer A).
- 3.4 The price for Transfer of Gas between Storage Facility and connected storage shall be calculated as a product of a respective unit price and requested Gas volume to be transferred between two Gas Stored Accounts between connected storages, provided the price will not be lower than given minimum. Price shall be charged to Customer.
- 3.5 The price for transfer of the rights and obligations of the Gas Storage Contract is one-off payment, which shall be charged per each individual request for transfer of the rights and obligations of the Gas Storage Contract to Customer, who is contractual party of the relevant Gas Storage Contract and requested transfer of the rights and obligations from this Gas Storage Contract to third party.
- 3.6 The price for Cross-border utilization of the Storage Facility shall be applied to specific type of Storage Facility utilization, where combined usage of Market Area East Austria and Market Area Slovakia occurs in the way it is defined in Gas System Charges Ordinance "Gas-Systemnutzungsentgelte-Verordnung 2013" as amended from time to time (hereinafter „Ordinance“). Shall the Ordinance be changed, or any other legislative regulation impacting the method of application of Price for Cross-border utilization of the Storage Facility, POZAGAS shall apply the price for Cross-border utilization of the Storage Facility according to such new legislative regulation as of its date of effectiveness.

Daily price for Entry Cross-border utilization of the Storage Facility shall be calculated as multiple of Entry unit price for Cross-border utilization of the Storage Facility in given Gas Day and Maximum hourly value of account balance change of the Customer (hereinafter "Kontosaldo") in kWh in case of Entry Cross-border utilization of the Storage Facility in given Gas Day.

Daily price for Exit Cross-border utilization of the Storage Facility shall be calculated as multiple of Exit unit price for Cross-border utilization of the Storage Facility in given Gas Day and Minimum hourly value of Kontosaldo in kWh in case of Exit Cross-border utilization of the Storage Facility in given Gas Day. For avoidance of any doubts, for calculation purposes, absolute (positive) figure of minimum hourly value of Kontosaldo counts.

Kontosaldo of the Customer shall be calculated as follows:

- (i) Sub – gas account Market area east AT (hereinafter “Account MAE”): shall be calculated, on hourly basis, as the sum of the allocated quantities of Gas for injection at Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria including the transfers from other accounts minus allocated quantities for withdrawal at Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria including the transfers of Gas into other accounts for the given hour (hereinafter “Hourly Change of Account MAE”).
- (ii) Sub – gas account Market area SK (hereinafter “Account MASK”): shall be calculated on hourly basis, as the sum of the allocated quantities of Gas for injection at Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic including the transfers from other accounts minus allocated quantities for withdrawal at Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic and/or Exit (Handing-over and Acceptance) Point Distribution Network Slovak Republic including the transfers of Gas into other accounts for the given hour hereinafter “Hourly Change of Account MASK”).
- (iii) For each given hour of any Gas Day, in case:
 1. The Hourly Change Account MAE is negative and the Account MAE is equal to 0 or negative, the Kontosaldo shall be deemed to be the negative value of the Hourly Change of Account MAE. Such a case shall be defined as Entry Cross-border utilization of the Storage Facility (hereinafter “Entry Cross Border Utilization”).
 2. The Hourly Change of Account MASK is negative and the Account MASK is equal to 0 or negative, the Kontosaldo shall be deemed to be the negative value of the Hourly Change of Account MASK. Such a case shall be defined as Exit cross-border utilization of the Storage Facility (hereinafter “Exit Cross Border Utilization”).

Should the Customer have concluded more than one Gas Storage Contract, price for Cross-border utilization of Storage Facility shall be applied aggregated for all Gas Storage Contracts within one Gas Storage Contract.

- 3.7 The price for service of Additional Entry-Exit (Handing-over and Acceptance) Point shall be calculated as a product of a respective unit price and requested Gas volume to be reserved for Gas processing via Additional Entry-Exit (Handing-over and Acceptance) Point.

For avoidance of any doubts, should the allocation of Additional Entry-Exit (Handing-over and Acceptance) Point service cause Cross-border utilization of Storage Facility, the price for Cross-border utilization of Storage Facility as defined in sections 2.8 and/or 2.9 of this Pricelist shall apply on top of price for Additional Entry-Exit (Handing-over and Acceptance) Point as defined in section 2.11 of this Pricelist.

- 3.8 The price according to section 2.12 of this Pricelist shall be applied to the volume of Gas withdrawn by Customer into Entry-Exit (Handing-over and Acceptance) Point Transmission Network Slovak Republic in case, that such withdrawn Gas was either injected into Storage Facility from Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria and/or transferred to account of Customer formerly injected from Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria.
- 3.9 Price according to section 2.13 of this Pricelist shall be applicable to the volume of Gas injected by Customer from Entry-Exit (Handing-over and Acceptance) Point Virtual Trading Point Austria in the way it is defined in the Ordinance. The calculation input shall be balanced value considering the injection and withdrawal of given Balance group. Shall the Ordinance be changed, or any other legislative regulation impacting the method of application of price according to section 2.13 of this Pricelist, POZAGAS shall apply the price according to such new legislative regulation as of its date of effectiveness.

Article 4 Price Escalation

- 4.1 In the case of Long-Term Service with duration of more than one Contract Year and unless relevant Gas Storage Contract does provide for otherwise, prices for services specified in Gas Storage Contract shall be adjusted throughout the entire term of Gas Storage Contract, at each time as at 1st calendar day of the following Contract Year, according to the formula:

$$E_t = E_{t-1} * [0.6 + 0.4 * (Y_{t-1}/100)]$$

where

E_t - price in the Contract Year t

E_{t-1} - price in the Contract Year $t-1$

Y_{t-1} - arithmetic average of the "Consumer Price Index" indicator values for the preceding calendar year, published by the Statistical Office of the Slovak Republic in the part "Consumer Price Index Compared to the Same Period of Previous Year".

Article 5 Invoicing and Payment Terms

- 5.1 A calendar month shall be the invoicing period of Gas Storage Contract by and between POZAGAS and the Customer.
- 5.2 The Customer's payments to POZAGAS shall be made based on invoices issued by POZAGAS and delivered to the Customer.
- 5.3 POZAGAS shall issue invoices for the provision of Storage Capacity services and fixed-based unbundled services for each calendar month of supply of a service, specifically in the amount of $1/N$ of the total price for storage agreed in the Gas Storage Contract for the respective Contract Year. N shall mean the number of calendar months during which such service is provided within the given Contract Year.
- 5.4 Invoices for the provision of interruptible-based services shall be issued for calendar months of supply of a service, in which such service has been provided to the Customer, specifically based on a monthly overview under item 21.4 of the Rules of Operation. If the Parties do not sign the monthly overview by the fifteenth (15th) day of a calendar month immediately following the calendar month in which the relevant service has been provided, POZAGAS may issue an invoice for the provision of the relevant service under the submitted monthly overview.
- 5.5 POZAGAS shall issue and send to the Customer an invoice no later than the fifteenth (15th) day of a calendar month for the previous calendar month. In case of mutual related services POZAGAS shall issue one cumulative invoice.
- 5.6 The invoice shall be payable by fourteen (14) calendar days after the invoice has been drawn. If the fourteenth (14th) day is non-working day (Saturday, Sunday, public holiday or other non-working day stipulated by the relevant legal regulations in the Slovak Republic), the invoice shall be payable on the next working day.
- 5.7 Invoice payment shall be made via a transfer order in favour of POZAGAS' account. The day of crediting an amount due from the Customer's account to POZAGAS' account shall be considered to be the day of fulfilment of the Customer's financial obligation.
- 5.8 Invoice issued by POZAGAS must contain all essentials stipulated by generally binding laws.

- 5.9 If the Customer considers an invoiced amount incorrect, it must pay, despite this fact, the invoiced amount and may subsequently forward to POZAGAS an invoice complaint within thirty (30) days of its receipt. Customer shall specify particular reasons of such complaint and specify a discrepancy of the invoice with this Pricelist, the Rules of Operation or the Gas Storage Contract. POZAGAS shall inform Customer within thirty (30) days of receipt of invoice complaint according to previous sentence on settlement procedure of invoice complaint and to settle it. If POZAGAS recognizes, based on review, the invoice complaint as justified, it shall issue a corrected invoice and, in case the incorrectly issued amount has exceeded the actual price of services provided to the Customer, it shall deliver to the Customer a difference between the incorrectly invoiced amount and the actual price of services provided to the Customer. If POZAGAS, based on an invoice complaint, or based on its own inspection, finds out that the invoiced amount in the issued invoice does not reach the actual price of services provided to the Customer, POZAGAS shall issue an additional invoice for the difference between the actual price of services and the invoiced amount, to which the provisions of this Article of the Pricelist shall apply accordingly.
- 5.10 If the Customer delays in payment of an invoiced amount or its portion when due, POZAGAS shall apply toward the Customer a 0.03 % default interest on the amount due for each day of delay. Default interest shall be payable within fourteen (14) days of the date of invoice delivery (charging default interest) to the Customer that delays in payment of financial obligations.
- 5.11 Invoices issued by POZAGAS shall be delivered via, email, and registered mail. Invoices shall be considered to have been delivered upon expiration of the earliest of the following:
- receipt of electronic confirmation of email acceptance (a delivery receipt) from the Customer's server by POZAGAS, or
 - three (3) days of the day of sending mail to the Customer's address.

Article 6 **Transitional and Final Provisions**

- 6.1 POZAGAS reserves the right to change the Pricelist mainly if important economic, technical and legal conditions affecting prices of services provided by POZAGAS are changed.
- 6.2 POZAGAS shall not become obliged, by publishing of prices for services provided by POZAGAS, to provide services listed in this Pricelist.
- 6.3 Prices for other services according to the Rules of Operation not included in this Pricelist are subject of negotiation between POZAGAS and Customer.