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Only the German version of these Supplementary Terms and Conditions is legally binding!

bayernets GmbH
Supplementary Terms and Conditions (German: EGB)
to the General Terms and Conditions for the Entry-Exit System
(German document: “AGB EAV”)

Pursuant to Appendix 1 of the agreement on cooperation between operators of gas supply networks in Germany in the amended version of 27 March 2026

Valid for gas transmissions from 1 December 2026

Section 1 Nomination application to submit nominations, renominations and overnominations [to Section 2 Number 3 Item a) of the main part of the Cooperation Agreement]

1. Besides the standard nomination channel, bayernets provides the shipper with an additional nomination application for submitting nominations, renominations and overnominations. For this purpose, bayernets shall send a non-personalised access to each nominator who has been designated by a shipper as the responsible party for the nomination process with bayernets.
2. No fees shall be charged by bayernets for using the nomination application.
3. Registration for using said nomination application shall be effected using the form provided on the bayernets website “Establishment of Eligibility to Nominate”.
4. A requirement for using the nomination application is the establishment of nomination eligibility for the relevant balancing accounts/sub-balancing account in accordance with Section 8, successful registration in accordance with Number 3 above and successful execution of the communication test in accordance with Section 13b of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) between bayernets and the nominating party. The shipper shall ensure that the application is effected by the nominator of the relevant balancing account/sub-balancing account using the designated form “Establishment of the Eligibility to Nominate” available on the bayernets website and that the nominator sends the completed form as an xls file by email to the email address market@bayernets.de.
5. Submission of nominations and renominations shall occur within the defined structure for nomination application. In the event of submission of an incomplete nomination for a gas day, bayernets shall assume zero (0) as nomination value for all hours that the nomination responsible did not enter a nomination value. All nominations and renominations submitted via the nomination application will be rounded to whole numbers. The shipper shall ensure that all data relating to the nomination process is entered by the nominator accurately and within the set time deadlines.
6. bayernets shall confirm nominations submitted via the nomination application by showing the current status in the nomination application.

7. The nominator can demand confirmation for nominations and renominations by email in addition to the status messages shown on the nomination application. Such an email constitutes a confirmation of receipt and does not take into account the lesser-of-rule or possible capacity interruptions. This requires the nominator to inform bayernets in text form together with the application "Establishment of Nomination Eligibility".
8. The user undertakes to inform bayernets without delay as soon as he becomes aware or has the suspicion that an unauthorised third party has used or could use her/his user ID improperly. The shipper shall ensure that also the nominator shall inform bayernets of such cases without delay. bayernets will then deactivate the relevant user ID for access to bayernets online services and provide the shipper with a new user ID.

Section 2 Bundled nomination at cross-border interconnection points [to Section 1 Number 6 Sentences 3 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. Each time the option to submit bundled nominations is used, it is necessary to complete an authorisation process prior to submitting the nomination. This should ensure that the balancing account manager who submits a bundled nomination on the German side is entitled to nominate for the respective balancing account manager on the Austrian side. It is possible to take advantage of the offer to bundle nomination submissions providing the balancing account responsible on the German side and the balancing account responsible on the Austrian side have both submitted their consent to bayernets in text form. The implementation period for setting up bundled nominations is 15 working days.
2. It is possible to revert the process of bundled back to unbundled nomination submission providing the balancing account responsible on the German side and the balancing account responsible on the Austrian side have both submitted their consent to bayernets in text form. The implementation period is 15 working days.

Section 3 Incorporation of capacities into balancing accounts or sub-balancing accounts [to Section 6 Number 2 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. Before an entry or exit capacity booked at bayernets by the shipper can be used, the shipper must declare to bayernets which balancing account or sub-balancing account the injected or withdrawn gas quantities should be balanced in ("balancing account assignment").
2. All shippers registered with bayernets who would like to assign booked capacities at entry or exit points on the bayernets grid to active balancing accounts or sub-balancing accounts for H gas set up in the Trading Hub Europe (THE) market area, are obliged to inform bayernets of these balancing accounts or sub-balancing accounts prior to any balancing account assignment ("allocation message").
3. Said allocation message shall be submitted by the shipper in writing using the relevant „Allocation Message“ form (German "Zuordnungsmeldung") available on the bayernets website.
4. bayernets shall implement the allocation message within a period of 10 working days from receipt of the relevant „Allocation Message“ form (German "Zuordnungsmeldung"). However, if bayernets demands submission of a power of attorney from the shipper in accordance with Section 7 Paragraph 5 Sentence 2 of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV), the implementation period shall not begin until receipt of the power of attorney by bayernets.

5. Only those balancing accounts or sub-balancing accounts which have been communicated by the shipper via "Allocation Message" form and implemented by bayernets pursuant to Number 4
 - a. shall be accessible and shown to the shipper on the Capacity Booking Platform for balancing account assignments;
 - b. can be used by the shipper for capacity assignments;
 - c. can be named with effect by the shipper for the allocation of end-consumer exit points within the framework of processes in accordance with GeLi Gas.
6. With regard to the incorporation of capacities into a balancing account, the following regulations shall apply:
 - a. By assigning capacities to a balancing account, the shipper shall designate the nominator who is set up at bayernets for the relevant balancing account/sub-balancing account as the responsible for the nomination of the assigned capacities.
 - b. At points where nomination is obligatory, the incorporation of capacities into balancing accounts/sub-balancing accounts shall be undertaken in the course of the capacity booking on the Capacity Booking Platform and assigned to the balancing account/sub-balancing account stipulated in the bid or binding booking inquiry.
 - c. Changes to the incorporation situation by the shipper are possible until 12:00 h noon on the last working day preceding the shipping day and can only be made via bayernets' business portal (<https://www.bayernets.de/en/business-portal>). Any questions arising regarding access to this portal can be clarified directly with the Network Marketing department of bayernets (<mailto:market@bayernets.de>). It is not possible to change an established incorporation situation for auctioned firm day-ahead and intraday capacities.
 - d. For questions regarding the operative processing at RLM end-consumer exit points, please contact bayernets by email at market@bayernets.de.

Section 4 Use of discounted and non-discounted capacity at entry and exit points at gas storage facilities [to Section 7 Number 7 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. At the underground storage facility connection points USP Haiming2-7F/bn, USP Haiming 2-RAGES/bn, USP Inzenham-West and USP Wolfersberg, bayernets offers the shipper discounted capacity according to Section 2 of the operative part of the decision "REGENT 2026" of the Federal Network Agency, insofar as the requirements defined therein are met.
2. Transmission using discounted capacity can only be assigned to a discounted storage account (discount account). Transmission using non-discounted capacity can only be assigned to a non-discounted storage account (non-discounted account).
3. Allocation of the respective gas volumes that are injected or withdrawn using non-discounted capacity to the respective storage account (discount account or non-discounted account) is carried out using different shipper codes.
4. Regarding the initial allocation of gas volumes from a balancing account/sub-balancing account to a storage account, the following regulations shall apply:
 - a. Gas volumes that are injected from a balancing account/sub-balancing group for non-discounted capacities or from a balancing account/sub-balancing account for firm, dynamically allocable capacities (DZK) without access to the virtual trading point, shall be allocated to a non-discounted account corresponding to the shipper codes used.
 - b. Gas volumes that are injected from a balancing account/sub-balancing account without special identification for non-discounted capacity, can only be allocated to a discount account.

5. Regarding the initial allocation of gas volumes from the storage accounts to a balancing account/sub-balancing account, the following regulations shall apply:
 - a. Gas volumes that are withdrawn from a non-discounted account can be transferred either to a balancing account/sub-balancing account for non-discounted capacities or to a balancing account/sub-balancing account for firm, dynamically allocable capacities (DZK) without access to the virtual trading point.
 - b. Insofar as the storage facility operator has proven to bayernets, corresponding to number 281 et seq. of the REGENT 2026 justification, that these working gas volumes originate from the Trading Hub Europe market area, gas volumes can be withdrawn from a non-discounted account and transferred to a balancing account/sub-balancing account without special identification for non-discounted capacity.
 - c. Gas volumes that are withdrawn from a discount account are transferred, corresponding to the shipper codes used, either to a balancing account/sub-balancing account without special identification for non-discounted capacity or to a balancing account/sub-balancing account for non-discounted capacities.
6. Insofar as a shipper wishes to withdraw gas volumes he has injected into the storage facility at the network connection points USP Haiming 2-7F/bn or USP Haiming 2-RAGES/bn, out of the storage facility at the respective network connection point directly into the Austrian Market Area East, said shipper can make a request to bayernets that the fees incurred for the booking of a discounted injection capacity and a non-discounted withdrawal capacity are billed at the respective connection points in accordance with number 281 et seq. of the REGENT 2026 justification. Insofar as a shipper wishes to withdraw gas volumes he has injected into the storage facility at a discounted rate at the network connection point USP Haidach, out of the storage facility at the network connection point USP Haidach using firm, dynamically allocable capacities directly into the Austrian Market Area East, said shipper can make a request to bayernets that the fees incurred for booking a discounted injection capacity and a non-discounted withdrawal capacity be billed at this connection point in accordance with number 281 et seq. of the REGENT 2026 justification.
7. In order to enable the respective storage operator to correctly manage the discount accounts, bayernets is entitled to transmit the necessary data to the respective storage operator.

Section 5 Firm, dynamically allocable capacities (DZK) [to Section 9 Number 3 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. In accordance with Section 9 (3) of the AGB EAV, the allocation requirements for previously specified entry and exit points are determined by the respective transmission system operator and published on its website. These are available at the following link on bayernets' website: <https://www.bayernets.de/en/transparency/publication-requirements>.
2. In addition to the regulations of Section 9 Paragraph 3 of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV), the following must be observed:
 - a. DZK at the network connection point Überackern 2 Entry (700069-8001-1; cross-border point) can only be used in connection with the following exit points on a fixed basis:
 - 700069-8303-2, 700069-3831-4 und 700069-5033-2 (exit points to end consumers)
 - USP Haidach Exit (700069-8021-2; storage connection point)
 - b. DZK at the network connection point USP Haidach Entry (700069-8021-1; storage connection point) can only be used in connection with the following exit points on a fixed basis:
 - 700069-8303-2, 700069-3831-4 und 700069-5033-2 (exit points to end consumers)
 - Überackern 2 Exit (700069-8001-2; cross-border point)

- c. DZK at the exit points
 - 700069-8303-2 (exit point to end consumers)
 - Überackern 2 Exit (700069-8001-2; cross-border point)
 - USP Haidach Exit (700069-8021-2; storage connection point)

can only be used by injection according to lit. a. and b. using the injection points Überackern 2 Entry (700069-8001-1; cross-border point) and USP Haidach Entry (700069-8021-1; storage connection point).
- d. DZK at the network point 700069-3831-4 (exit point to end consumers) can only be used in conjunction with the following entry points on a fixed basis:
 - USP Wolfersberg ENTRY (700069-0205-1; storage connection point)
 - USP Inzenham-West ENTRY (700069-3202-1; storage connection point)
 - USP Haidach ENTRY (700069-8021-1; storage connection point)
 - USP Haiming2-7F ENTRY (700069-1800-1; storage connection point)
 - USP Haiming 2-RAGES ENTRY (700069-1800-5; storage connection point)
 - Überackern 2 Entry (700069-8001-1; cross-border point)
- e. DZK at the network point 700069-5033-2 (exit point to end consumers) can only be used in conjunction with the following entry points on a fixed basis:
 - USP Haidach ENTRY (700069-8021-1; storage connection point)
 - USP Haiming2-7F ENTRY (700069-1800-1; storage connection point)
 - USP Haiming 2-RAGES ENTRY (700069-1800-5; storage connection point)
 - Überackern 2 Entry (700069-8001-1; cross-border point)
3. The balancing account manager can authorise the shipper to declare to the grid operator that one or several withdrawal points to metered end-consumers of his balancing account should not belong to the allocation group RLMmT, but to the allocation group RLMoT.
4. In accordance with Section 5 (4) lit a) of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) firm, dynamically allocable capacity (DZK), which has been booked at exit points not requiring nomination (i. e. at exit points to end consumers), shall be included in a balancing group or sub balancing account labelled dynamically allocable of the type “RLM” (DZK balancing group or sub balancing account of the type “RLM”). In accordance with Section 5 (4) lit c) of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) firm, dynamically allocable capacity (DZK) with differing capacity allocations restrictions, which has been booked at cross-border interconnection points or storage points, shall be included into a separate balancing group or sub balancing account.
5. In the event of an interruption of the part of the DZK that can be used on an interruptible basis, the regulations set out in Sections 29 and 29b of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) shall be applied.

Section 6 Conditionally firm, freely allocable capacities (bFZK) [to Section 9 Number 4, 6 and 7 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. bayernets offers temperature-dependent capacity (TDC) as conditionally firm, freely allocable capacity (bFZK).
2. In accordance with Sections 9 (4) and (7) of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV), bayernets publishes the definition of the temperature condition for determining the firm and interruptible shares of the bFZK or the result of the split on its website. For this information, please click on the following links:
<https://www.bayernets.de/en/transparency/network-data/data-platform> and
<https://www.bayernets.de/en/transparency/publication-requirements>.

3. The temperature-dependent entry or exit capacities are firm within a defined outdoor temperature range and interruptible outside this defined outdoor temperature.
 - a. For temperature-dependent entry capacities the following shall apply:
 - aa. Temperature range $\leq 0^{\circ}\text{C}$: 100% firm capacity
 - bb. Temperature range $> 0^{\circ}\text{C}$ and $\leq 8^{\circ}\text{C}$: 57% firm capacity
 - cc. Temperature range $> 8^{\circ}\text{C}$: 0% firm capacity
 - b. For temperature-dependent exit capacities the following shall apply:
 - aa. Temperature range $\geq 16^{\circ}\text{C}$: 100% firm capacity
 - bb. Temperature range $\geq 10^{\circ}\text{C}$ and $< 16^{\circ}\text{C}$: 22% firm capacity
 - cc. Temperature range $< 10^{\circ}\text{C}$: 0% firm capacity
4. bayernets shall determine the firm capacity shares of the conditionally firm, freely allocable capacities (bFZK) by using the mean daily temperature forecast of the Munich airport weather station of the German meteorological service (DWD) that is published daily by the DWD on Day D-1 at 13:00 hrs for Day D. Insofar as no DWD temperature forecast is available for bayernets on Day D-1 at 13:00 hrs for Day D, bayernets will use the latest temperature forecast published by the DWD to determine the firm capacity shares of the conditionally firm, freely allocable capacity (bFZK) on Day D.
5. For the interruption of the share of the conditionally firm, freely allocable capacity (bFZK) usable on an interruptible basis, the provisions of Section 29 of the General Terms and Condition Supplementary Terms and Conditions (AGB EAV) shall apply.

Section 7 Contract penalty for nominations that are not in accordance with the contract [to Section 12 Number 14 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

If the evidence required under Section 12 Paragraph 13, that the nomination behaviour was comprehensible and justified in terms of good gas industry practice, is not provided or not provided in full, bayernets shall be entitled according to Section 12 Paragraph 14 of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) to levy a contractual penalty for each case of non-compliance to the exclusion of the continuation connection. The amount of the contractual penalty shall be calculated by multiplying the difference between the maximum and minimum (re-)nomination in kWh/h for the gas day concerned by 10 times the fee for fixed capacity of the network point concerned on one day according to the bayernets price sheet.

Section 8 Establishment of the Eligibility to Nominate / Application of new shipper code pairs [to Section 13 Number 2 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. For the necessary establishment of the nomination eligibility of the balancing account/sub-balancing account in which the capacities should be incorporated, the shipper shall make sure that the nominating party
 - submits an application for establishing the eligibility to nominate of the relevant balancing account/ of the relevant sub-balancing account to nominate using the form "Establishment of the Eligibility to Nominate" available on bayernets website,
 - sends the completed form as an xls file by email to the email address market@bayernets.de to bayernets and
 - informs bayernets by email to the email address market@bayernets.de immediately of any changes to the information submitted on the bayernets form.

2. bayernets shall accept nominations and renominations for a balancing group or sub-balancing account from the respective designated nominator only.
3. The implementation period for setting up of the access of a nominator for a certain balancing group or sub-balancing account shall be 10 working days. Said implementation period shall be only 5 working days in the event that the nominator has already set up a communication connection with bayernets which is currently in use.
4. Currently new shipper code pairs can be registered with bayernets by the balancing account responsible in text form (i.e. email or using the form “Establishment of Eligibility to Nominate”). In this case, the implementation period is 5 working days from receipt of the registration by bayernets.

Section 9 Nomination submission [to Section 13 Number 3 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

The nominator undertakes to nominate to bayernets 24 consecutive hourly values for every day. This provision does not apply to the two days around the change from CET to CEST (on the last Sunday in March of each calendar year) or from CEST to CET (on the last Sunday in October of each calendar year). For the change from CET to CEST 23 consecutive hourly values must be nominated by the nominator. For the change from CEST to CET 25 consecutive hourly values must be nominated by the nominator.

Section 10 Failure of communication channels [to Section 13a Number 2 Sentence 5 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. In the case of a technical malfunction of the Edig@s communication, bayernets shall provide the nominator with the nomination application regulated in Section 1 of this Supplementary Terms and Conditions for the transmission of nomination messages to bayernets for the duration of the malfunction, insofar as he has arranged Edig@s as the communication channel for the transmission of nomination messages.
2. If, in exceptional cases, the system should additionally break down, bayernets shall accept nomination messages by email. For these cases, bayernets shall publish a model form on the bayernets website.
3. bayernets and the nominator shall undertake to take all reasonable measures to restore the arranged communication channel.

Section 11 Requirements for the Communication test [to Section 13b Number 1 Sentence 3 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. Setting up the Edig@s communication with the nominator shall be implemented within the time period stipulated in Section 13 Numbers 5 to 8 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV). This comprises:
 - setting up the balancing account contract in the nomination management system by bayernets and
 - execution of a communication test with a test nomination between bayernets and the nominator for the EDP based exchange of nomination data.
 bayernets shall coordinate the operative execution of the communication test with the nominator.
2. In the event that the communication test cannot be completed successfully within the time period stipulated in Number 1 to no fault of bayernets, the respective implementation duration shall be extended automatically until the communication test is successful.

3. Successful exchange of electronic test messages in connection with nomination processing between bayernets and the nominating party (positive result of the communication test) is a requirement for shippers to use capacities at points on the bayernets grid that are subject to nomination. A positive result for the communication test shall apply for all entry and exit points on the bayernets grid where nomination is mandatory. The decision whether a positive result has been achieved for a communication test is at the discretion of bayernets.

Section 12 Overnomination [to Section 13d Number 2 Sentence 5 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. In the case that several shippers have incorporated capacities into the same balancing account or the same sub-balancing account at the same booking point for the relevant gas day, the overnomination is made with the nominating balancing account manager as shipper.
2. The nominator is obliged to submit an allocation message in the sense of Section 3 Paragraph 2 for the balancing account/sub-balancing account that should be used for the overnomination.
3. Registration of the nominator for the balancing account/sub-balancing account that should be used for the overnomination shall be made by using the form "Establishment of the Eligibility to Nominate", This form is available on the bayernets website. The nominator must send the completed form as an xls file by email to the email address market@bayernets.de to bayernets.
4. Upon receipt of the application for registration according to number 3 above by bayernets, the balancing account/sub balancing account for overnominations will be activated within a period of 10 days.

Section 13 Allocation procedure at the grid points bookable at bayernets [to Section 22 Numbers 1 and 3 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

The allocation procedures listed in the table below shall be used at the grid points which are bookable at bayernets:

Connection point	EE-Type	Code	Allocation procedure
Mammendorf BGEA	Entry	700069-2640-1	Allocated as measured
Überackern	Entry	21Z000000000002E	Allocated as nominated
Überackern	Exit	21Z000000000002E	Allocated as nominated
Überackern 2	Entry	21Z0000000001240 (BAY-700069-8001-1)	Allocated as nominated
Überackern 2	Exit	21Z0000000001240 (BAY-700069-8001-2)	Allocated as nominated
Zone Kiefersfelden-Pfronten	Exit	21Z0000000002895 (BAY-700069-2401-4)	Allocated as nominated
Wolfersberg/USP Entnahme	Entry	BAY-700069-0205-1	Allocated as nominated
Wolfersberg/USP Einpressen	Exit	BAY-700069-0205-2	Allocated as nominated
Haiming 2-7F/bn Entnahme	Entry	BAY-700069-1800-1	Allocated as nominated
Haiming 2-7F/bn Einpressen	Exit	BAY-700069-1800-2	Allocated as nominated
Inzenham-West USP Entnahme	Entry	BAY-700069-3202-1	Allocated as nominated
Inzenham-West USP Einpressen	Exit	BAY-700069-3202-2	Allocated as nominated
USP Haidach/Entnahme	Entry	BAY-700069-8021-1	Allocated as nominated
USP Haidach/Einpressen	Exit	BAY-700069-8021-2	Allocated as nominated
Haiming 2-RAGES/bn Entnahme	Entry	BAY-700069-1800-5	Allocated as nominated
Haiming 2-RAGES/bn Einpressen	Exit	BAY-700069-1800-6	Allocated as nominated
end consumers	Exit	various connection points	Allocated as measured

Section 14 Fees and payment terms [to Section 25 Number 10 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. The structure and level of fees are based on the price list for grid access in its currently valid version at the time of the performed service which is published by bayernets at www.bayernets.de. For all capacities which are auctioned, there may be extra auction surcharges.
2. The following fees shall be charged or credited to the shipper by bayernets:
 - Fees for the reservation of booked capacities at the agreed entry and/or exit points including possible additional auction fees related to the time period from the agreed start day to the agreed end day of the reservation;
 - Credit notes especially for the successful marketing of returned capacities to the agreed entry and/or exit points;
 - Fees for exceeding booked capacities assigned to a balancing account or sub-balancing account at the agreed entry and/or exit points which occurred in the respective previous month or - in the case of delayed data availability - the respective previous months. Billing shall be effected on receipt of the corresponding data. This regulation shall not apply in the case of a submission of an overnomination in the sense of Section 12;
 - Fees for metering and metering point operation for the booked capacities.
3. All fees are invoiced on a monthly basis in three invoice runs on the 10th day of the preceding and following month as well as the month in which the service is rendered. In justified exceptions, interim billing may be arranged. The structure of the proportional fees in-voiced monthly is based on the calculation principles set out in the relevant current price list.
4. The invoiced fees shall be paid by the 10th day after receipt of the invoice with fixed value without deductions in the currency euro via bank transfer to bayernets on the account shown on the invoice. If this calendar day is not a banking day, this deadline shall be extended to the following banking day. The settlement of an invoice via cash payment is not possible.
5. Credit amounts calculated by bayernets shall either be transferred to the bank account stipulated by the shipper or be settled against the next invoice. bayernets and the shipper will discuss and agree upon each single case.
6. The billing of all fees is subject to tax and other duties to the respective current amount.
7. All invoice amounts, taxes and duties shall be rounded up or down to the second decimal point corresponding to standard commercial practice (if the third decimal point is five or more, the amount shall be rounded up; if the third decimal point four or less, the amount shall be rounded down).

Section 15 Contract penalty for exceeding assigned capacity [to Section 30 Number 4 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

1. Should the shipper exceed the incorporated capacity, a contractual penalty pursuant to Section 30 Number 4 of the General Terms and Conditions for the Entry-Exit System (German: AGB EAV) shall be applied for this overrun. The contractual penalty shall be calculated by multiplying the highest hourly capacity overrun at an entry and/or exit point in kWh/h on the relevant gas day by 10 times the fee for firm capacity at the network point concerned on a day in accordance with the bayernets price list. The hourly capacity overrun is the difference between the capacity actually used and the capacity made available for the respective day which was incorporated into a balancing account/sub-balancing account and remains after capacity reductions.
2. In the case of an overnomination submission in the sense of Section 12 and a relating hourly capacity exceedance at an Entry and/or Exit point, the regulations of the preceding Paragraph 1 shall not apply.

Section 16 Processing of security and advance payments [to Section 36a Number 11 of the General Terms and Conditions of the Entry-Exit System (German: AGB EAV)]

Advance payments made by the shipper at his own request in order not to have to provide security shall be effected corresponding to provisions set out in Section 36a of the General Terms and Conditions for the Exit – Entry System (AGB EAV). Monthly recurring prepayments must be received by bayernets by 12:00 h on the last working day prior to the respective month for which they are effected. Recurring prepayments for capacities booked at points subject to auction must be received by bayernets in the respective due amount prior to publication of the monthly auction for the respective month.