



**STORAGE CODE**  
**version 001**

***FOR CONSULTATION***  
***DRAFT STORAGE CODE Version 001 of 21.01.2022***

Gas Storage Poland Sp. z o.o. having its registered office in Dębogórze

## STORAGE CODE

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## **PART I        GENERAL PROVISIONS**

### **Section 1        General provisions on the Storage Code**

#### **1.1. Definitions and units**

##### **1.1.1. Definitions**

To the extent not defined in this clause, the terms used in this Storage Code shall have the meanings assigned to them in the Energy Law Act and the related secondary legislation.

<b>Agency for the Cooperation of Energy Regulators (ACER)</b>	Agency for the Cooperation of Energy Regulators established by virtue of Regulation of the European Parliament and the Council (EC) No 713/2009;
<b>Allocation</b>	allotment of the quantities of Gaseous Fuel delivered for injection to or withdrawn from a Storage Facility or a Group of Storage Facilities, expressed in kWh, to individual Storage Customers;
<b>Capacity Allocation</b>	allocation of Storage Capacity in the Auction procedure or in the Application Procedure following to the processing of a Bid or Application, as applicable, according to the terms set out in the Storage Code and the SSP Terms and Conditions;
<b>Auction</b>	procedure for allocating Storage Capacity through an auction procedure, as set forth in the Storage Code and the SSP Terms and Conditions;
<b>Price</b>	the charge rate for the provision of the Storage Service as specified in the Bid, equal to or higher than the Minimum Price;
<b>Minimum Price</b>	the rate of charge for the provision of the Storage Service, determined in accordance with the applicable Tariff;
<b>Allocation Price</b>	The price resulting from the Bid, which, following to the outcome of an Auction guaranteed full or partial allocation of Storage Capacity, such price is applied in settlements with the Storage Customer with respect to the allocated

	Storage Capacity covered by that Bid;
<b>Reference Gas Price (RGP)</b>	average weighted price for which Gaseous Fuel is purchased by the TSO, published on the TSO's website and determined in accordance with the methodology specified in the TNC;
<b>Centralised European Register for Market Participants (CEREMP)</b>	a registration system for market participants referred to in Article 9(2) of the REMIT Regulation (Centralised European Registry for Energy Market Participants);
<b>Gross Calorific Value</b>	Gross calorific value $H_{SN}$ [298.15 K, 101.325 kPa, V (273.15 K, 101.325.325 kPa)] – the amount of heat that would be released as a result of complete combustion of a certain volume of Gaseous Fuel in air, assuming that the reaction takes place under a constant pressure of 101.325 kPa, all the products of combustion, except for water, are in gaseous state, the water formed in the process of combustion has condensed and all the products of combustion (both those in the gaseous state and the water in liquid state) are brought to the original temperature of the substrates, i.e. 298.15 K.
<b>Pressure</b>	The pressure of Gaseous Fuel measured under static conditions as overpressure, being the difference between the absolute static pressure of Gaseous Fuel and the atmospheric pressure;
<b>Business Day</b>	any day from Monday to Friday, other than a statutory holiday in the Republic of Poland, as defined in the Non-working Days Act of 18 January 1951 (for consolidated text see Dz.U.2020.1920);
<b>Gas Day</b>	a period from 6:00 hours on a given day until 6:00 hours of the following day;
<b>Additional Withdrawal Capacity</b>	capacity for the withdrawal of Gaseous Fuel from a Storage Facility or Group of Storage Facilities exceeding the Nominal Withdrawal Capacity, which arises as a result of the withdrawal of Gaseous Fuel with a Gross Calorific

	Value higher than the Reference Gross Calorific Value from the Storage Facility or Group of Storage Facilities;
<b>Additional Injection Capacity</b>	capacity for the injection of Gaseous Fuel to a Storage Facility or Group of Storage Facilities exceeding the Nominal Injection Capacity, which arises as a result of the injection of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value to the Storage Facility or Group of Storage Facilities;
<b>Additional Working Volume</b>	working volume in excess of the Working Volume, which arises upon the injection of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value to a Storage Facility or Group of Storage Facilities;
<b>GSF Sanok</b>	A Group of Storage Facilities comprising the Storage Facilities of: UGS Husów, UGS Strachocina, UGS Swarzów and UGS Brzeźnica;
<b>GSF Kawerna</b>	A Group of Storage Facilities comprising the Storage Facilities of: CUGS Mogilno and CUGS Kosakowo;
<b>Group of Storage Facilities</b>	<p>Storage Facilities grouped together so as to enable their combined operation as a group in terms of:</p> <ul style="list-style-type: none"><li>• determination and offering of Storage Capacity by the SSO,</li><li>• definition of combined withdrawal and injection curves,</li><li>• existence of dedicated entry and exit points <math>PWY_{OSM}</math> and <math>PWE_{OSM}</math> provided for under the TNC;</li></ul>
<b>Confidential Information</b>	any information contained in the SSA, or obtained in connection with its negotiation, execution or performance, as well as the data covered by the decision of the President of the ERO allowing their non-disclosure in accordance with Article 19(4) of Regulation (EC) No 715/2009, except for the information disclosed in accordance with the Storage Code;
<b>Storage Facility (SF)</b>	an installation used for the storage of Gaseous Fuel, including an underground natural gas storage facility and

	linepack capacity, owned and/or operated by an energy company, including the part of the liquefied natural gas facility used for storage, excluding the part of the facility used for production operations and the plant used exclusively for the performance of the TSO's duties;
<b>Storage Code</b>	the present code published on the SSO's website.
<b>Transmission Network Code (TNC)</b>	The Transmission Network Code of Gas Transmission Operator GAZ-SYSTEM S.A. approved and implemented in accordance with the applicable provisions of the Energy Law Act;
<b>Online Information Platform (OIP)</b>	the SSO's web site for the publication of information;
<b>On-line Information Exchange Portal (OIEP)</b>	On-line Information Exchange Portal which is accessible to Storage Customers through the IPI;
<b>Autumn Maintenance Downtime Period</b>	a downtime period between the Injection Period and the Withdrawal Period, the starting and ending date of which is determined by the SSO subject to the principles set out in the Storage Code, during which neither injection of Gaseous Fuel to nor its withdrawal from a Storage Facility is possible;
<b>CUGS</b>	cavern underground gas storage (CUGS Mogilno or CUGS Kosakowo);
<b>Cluster</b>	a defined time window in the Application Procedure for which the type of the SSA to be concluded and the purpose of Storage Services that can be applied for at that time have been determined, together the method according to which the Applications will be considered, including the allocation algorithm and how the Applications will be grouped for Capacity Allocation purposes;
<b>Capacity Limit</b>	amount of Storage Capacity offered in a given Auction or Application Procedure;



<b>m<sup>3</sup></b>	a cubic metre of dry Gaseous Fuel under the reference conditions, i.e. absolute pressure of 101.325 kPa and temperature of 273.15 K;
<b>Gas Month</b>	a period from 6:00 hours on the first day of a given month until 6:00 hours of the first day of the following month;
<b>Interoperator Transmission Contract (ITC)</b>	a contract for the provision of transmission service entered into between the SSO and the TSO and specifying detailed terms and ways of cooperation between the parties;
<b>Interconnection Physical Entry Points (MFPWE<sub>OSM</sub>)</b>	interconnection physical points of entry to the Transmission System at interconnections with Storage Facilities;
<b>Interconnection Physical Exit Points (MFPWY<sub>OSM</sub>)</b>	interconnection physical points of exit from the Transmission System at interconnections with Storage Facilities;
<b>Minimum Withdrawal Capacity</b>	minimum value of Nominal Withdrawal Capacity;
<b>Minimum Injection Capacity</b>	minimum value of Nominal Injection Capacity;
<b>Withdrawal Capacity</b>	maximum value of Nominal Withdrawal Capacity;
<b>Injection Capacity</b>	maximum value of Nominal Injection Capacity;
<b>Nomination</b>	a notification provided by a Storage Customer to the SSO stating the quantity of Gaseous Fuel which the Storage Customer will deliver, within a specified time frame, for injection into a Storage Facility or Group of Storage Facilities, or which the Storage Customer will withdraw, within a specified time frame, from a Storage Facility or Group of Storage Facilities;
<b>Nominal Withdrawal Capacity</b>	with respect to a Storage Facility or Group of Storage Facilities, means the maximum quantity of Gaseous Fuel with the Reference Gross Calorific Value that can be

	<p>withdrawn from such Storage Facility or Group of Storage Facilities within one hour, expressed in MWh/h, which depends on the level of UGS filling and the Pressure at the point of entry to the Transmission System, whereas with respect to a given Storage Customer it means the maximum volume of Gaseous Fuel with the Reference Gross Calorific Value that the Storage Customer may withdraw from a Storage Facility or Group of Storage Facilities within one hour, expressed in MWh/h, which depends on the level of UGS filling;</p>
<b>Nominal Injection Capacity</b>	<p>with respect to a Storage Facility or Group of Storage Facilities, means the maximum quantity of Gaseous Fuel with the Reference Gross Calorific Value that can be delivered for injection to such Storage Facility or Group of Storage Facilities within one hour, expressed in MWh/h, which depends on the level of UGS filling and the Pressure at the point of exit from the Transmission System, whereas with respect to a given Storage Customer it means the maximum quantity of Gaseous Fuel with the Reference Gross Calorific Value that the Storage Customer may deliver for injection to a Storage Facility or Group of Storage Facilities within one hour, expressed in MWh/h, which depends on the level of UGS filling;</p>
<b>New Storage Capacity</b>	<p>the Storage Capacity made available by the SSO for the first time in an existing Storage Facility or Group of Storage Facilities, or in a new Storage Facility or Group of Storage Facilities</p>
<b>Bid</b>	<p>a bid made in the Auction procedure by the Storage Customer in order to obtain allocation of the Storage Capacity and conclude a SSA, conforming to the conditions set forth in these SSP Terms and Conditions;</p>
<b>Contractual Congestion</b>	<p>constraints on the provision of Storage Services resulting from the Working Volume, Injection Capacity or Withdrawal Capacity ordered by a Storage Customer,</p>

	either as part of a Bundled Unit or on an unbundled basis, being greater than the volumes or capacities actually used by such Storage Customer;
<b>General Terms and Conditions of the Storage Services Agreement (GTC)</b>	the General Terms and Conditions of a Storage Services Agreement, published on the SSO's website;
<b>Withdrawal Period</b>	period in a Storage Year between the Autumn and Spring Maintenance Downtime Periods during which Storage Customers may withdraw Gaseous Fuel from a Storage Facility or Group of Storage Facilities, subject to the Reverse Storage Service;
<b>Injection Period</b>	period in a Storage Year between the Spring and Autumn Maintenance Downtime Periods during which Storage Customers may deliver Gaseous Fuel to the SSO for injection into a Storage Facility or Group of Storage Facilities, subject to the Reverse Storage Service;
<b>Storage System Operator (SSO)</b>	the storage system operator referred to in Article 3(26) of the Energy Law Act, i.e. Gas Storage Poland sp. z o.o. with its registered office in Dębogórze;
<b>Transmission System Operator (TSO)</b>	Operator Gazociągów Przesyłowych GAZ – SYSTEM S.A. with its registered office in Warsaw;
<b>CC Charges</b>	the Contractual Congestion Charges chargeable in accordance to the principles set out in clause 7.7 of the Storage Code;
<b>Bundled Unit</b>	a portion of Working Volume together with the corresponding Withdrawal Capacity and Injection Capacity, which are offered jointly to Storage Customers by the SSO, where the specific values of and ratios between these parameters are set forth in the Technical Specifications;
<b>Flexible Bundled Unit</b>	a combination of Unbundled Storage Services offered

	according to a proportion predefined by the SSO, where the specific values of and ratios between the relevant parameters are set forth in the Technical Specifications;
<b>Gaseous Fuel</b>	high-methane natural gas (class E) delivered for injection or offtaken from a Storage Facility or Group of Storage Facilities and stored in the Storage Facility or Group of Storage Facilities, which conforms to the quality requirements set out in the TNC;
<b>UGS</b>	underground gas storage facility;
<b>Storage Services Platform (SSP)</b>	an ICT system built, operated and maintained by the SSO, which supports the process of concluding SSAs through the Auction procedure and the based on the Application for a SSA;
<b>Working Volume</b>	with respect to a Storage Facility or Group of Storage Facilities, means the capacity of the Storage Facility or Group of Storage Facilities, expressed in MWh, corresponding to the difference between their total capacity and the capacity required to store Gaseous Fuel which must remain in the Storage Facility or Group of Storage Facilities to ensure its operating safety and the Minimum Withdrawal Capacity, whereas with respect to a Storage Customer it means a portion of the above-described capacity of a Storage Facility or Group of Storage Facilities expressed in MWh, which is made available to such Storage Customer pursuant to a SSA;
<b>Storage Facility Work</b>	any work carried out at a Storage Facility or Groups of Storage Facilities, such as operation, diagnostics, repair, maintenance, connection, installation or upgrade, undertaken by the SSO to ensure safety and appropriate operational reliability of the Storage Facility or Group of Storage Facilities, as well as any work consisting in the expansion of the Storage Facility or Group of Storage Facilities;

<b>Energy Law Act</b>	the Energy Law Act of 10 April 1997 (consolidated text: Dz.U.2021.716, as amended).
<b>President of the ERO</b>	President of the Energy Regulatory Office
<b>Application Procedure</b>	a procedure for concluding a SSA based on an Application, under which the Applicant may submit an Application to obtain Capacity Allocation and conclude a SSA, as set forth in the Storage Code and the SSP Terms and Conditions;
<b>Integrated Undertaking</b>	a vertically integrated company within the meaning of Article 3.12 point a) of the Energy Law Act, whose structure comprises the SSO and Polskie Górnictwo Naftowe i Gazownictwo S.A. having its registered office in Warsaw;
<b>Downtime Period</b>	<p>a period when the following operations are not possible, or possible to a limited extent:</p> <ul style="list-style-type: none"><li>• injection of Gaseous Fuel to a Storage Facility, or a Group of Storage Facilities,</li><li>• withdrawal of Gaseous Fuel from a Storage Facility, or a Group of Storage Facilities;</li></ul>
<b>Transmission Capacity Allocation</b>	a part of ITC that specifies the capacity (contracted capacity) SSO is entitled to at an Interconnection Physical Entry Point or a Interconnection Physical Exit Point, at the connection of the Transmission System with a Storage Facility;
<b>Transmission Ability Allocation</b>	a part of the Transmission Contract which specifies the Transmission Ability the Storage Customer is entitled to at an entry point to the Transmission System or exit point from the Transmission System, at the connection of the Transmission System with a Storage Facility or a Group of Storage Facilities, i.e. at $PWE_{OSM}$ or $PWY_{OSM}$ points;
<b>Entry Points (<math>PWE_{OSM}</math>)</b>	points of entry to the Transmission System at an interconnection with Storage Facilities or Groups of

	Storage Facilities, i.e. entry points with undefined physical location for which the Transportation Ability Allocation is made;
<b>Exit Points (PWY<sub>OSM</sub>)</b>	points of exit from the Transmission System at an interconnection with Storage Facilities or Groups of Storage Facilities, i.e. exit points with undefined physical location for which the Transportation Ability Allocation is made;
<b>Reduction of Offered Services</b>	the allocation of Reduced Working Volume, Reduced Withdrawal Capacity or Reduced Injection Capacity to the Storage Customer, in case when the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from a Storage Facility or Group of Storage Facilities is lower than the Reference Gross Calorific Value;
<b>Reference Gross Calorific Value</b>	the Gross Calorific Value used for the specification of Storage Services in energy units, equal to 39.5 MJ/m <sup>3</sup> equivalent to 10.972 kWh/m <sup>3</sup> );
<b>Storage Service Rules (Rules)</b>	the Storage Service Rules of 10 December 2020 (version 003) together with all the appendices, as posted on the website of the SSO;
<b>Terms and Conditions of the Storage Services Platform (SSP Terms and Conditions)</b>	the terms and conditions defining the rules for using the Storage Services Platform, in particular for concluding SSAs through the SSP, as posted on the SSO's website;
<b>Re-nomination</b>	a change made by a Storage Customer to its previously approved Nomination in accordance with the Storage Code;
<b>Storage Year</b>	the period from 06:00 hours on 15 April of the current year to 06:00 hours of 15 April of the following year;
<b>REMIT Regulation</b>	Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (OJ L 2011 326/1);

<b>Commission Implementing Regulation (EU) No 1348/2014</b>	Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (OJ L. 2014 363/121);
<b>System Regulation</b>	Regulation of the Minister of Economy of 2 July 2010 concerning detailed conditions of gas system operation (consolidated text: Dz.2018.1158, as amended);
<b>Regulation (EC) No 715/2009</b>	Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (OJ L 211/36 2009, as amended);
<b>Extension of Offered Services</b>	the offering, on a separate basis, of Additional Working Volume, Additional Withdrawal Capacity or Additional Injection Capacity to the Storage Customer, in case when the Gross Calorific Value of Gaseous Fuel injected to or withdrawn from a Storage Facility or Group of Storage Facilities is higher than the Reference Gross Calorific Value;
<b>Primary Market</b>	a mechanism for offering Storage Capacity by the SSO, including Storage Capacity not utilized by Storage Customers and offered to other Storage Customers through the SSO;
<b>Technical Specifications</b>	as applicable, the Technical Specification of GSF Kawerna, the Technical Specification of GSF Sanok or the Technical Specification of the UGS Wierchowice Storage Facility, as referred to in clause 1.10.3, which specify the parameters indicated clauses 2.6.2, 2.6.4 and 2.6.6;
<b>Party</b>	the parties to a SSA, i.e. the SSO and the Storage Customer;
<b>Storage System</b>	the Storage Facilities managed by the SSO;

<b>Transmission System</b>	a high-pressure gas network excluding upstream pipelines and direct gas pipelines, for the operation of which the TSO is responsible;
<b>Emergency Situation</b>	a situation where a Storage Facility or any networks, facilities or plant connected thereto, directly or indirectly, lose their technical service capability, either entirely or in part, or where there is a direct danger to life, health, property or the environment, or where there is a sudden need to prevent, counteract or remedy such dangers, if such situation leads to constraints in the injection, storage or withdrawal of Gaseous Fuel;
<b>Tariff</b>	a set of prices and charges and the underlying conditions put into effect as applicable to the settlements between the SSO with the Storage Customer;
<b>Gas Week</b>	a period from 6:00 hours on Monday of a given week until 6:00 hours of Monday of the following week;
<b>Ticket Service</b>	a service which consists in the maintenance of mandatory stocks of natural gas provided by energy companies engaged in business activity concerning foreign trade in natural gas or imports of natural gas for the benefit of another energy company engaged in business activity concerning foreign trade in natural gas and importing natural gas, provided in accordance with Article 24b.1 of the Stockpiling Act;
<b>Storage Service</b>	the service provided by the SSO to Storage Customers whereby the SSO offers a specific Storage Capacity for the following purposes: (i) the injection of Gaseous Fuel into a Storage Facility or Group of Storage Facilities, or (ii) use of the Working Volume of a Storage Facility of a Group of Storage Facilities by Storage Customers for the purpose of storing the injected Gaseous Fuel, or (iii) the withdrawal of Gaseous Fuel from the Storage Facility or Group of Storage Facilities;



<b>Long-Term Storage Service</b>	a Storage Service provided on the basis of a Long-Term Storage Services Agreement;
<b>Day-Ahead Storage Service</b>	an Unbundled Storage Service which is simultaneously a Short-Term Storage Service and Firm Storage Service, provided to a Storage Customer pursuant to a SSA concluded with the Storage Customer, offered for the next Gas Day.
<b>Short-Term Storage Service</b>	a Storage Service provided on the basis of a Short-Term Storage Services Agreement;
<b>Monthly Storage Service</b>	a Short-Term Storage Service provided on the basis of a Short-Term SSA , entered into for a term ranging from 1 to 11 consecutive Gas Months;
<b>Firm Storage Service</b>	a Storage Service whereby the SSO provides a Storage Customer with the capability to continuously inject Gaseous Fuel into and withdraw Gaseous Fuel from a Storage Facility or Group of Storage Facilities in accordance with approved Nominations and Renominations and to the extent of the Injection Capacity and Withdrawal Capacity assigned to the Storage Customer, subject to the relevant provisions of the SSA and these Rules;
<b>Interruptible Storage Service</b>	a Storage Service whereby the SSO may interrupt or restrict Gaseous Fuel withdrawal from or injection to a Storage Facility, or a Group of Storage Facilities, in cases and at time set out in a SSA or the Storage Code;
<b>Reverse Storage Service</b>	a Short-Term Storage Service consisting in an Interruptible Storage Service provided to a Storage Customer at the GSF Sanok) and the UGS Wierzchowice Storage Facility, in the form of a Bundled Unit or Flexible Bundled Unit, whereby the SSO offers the possibility to inject Gaseous Fuel during the Withdrawal Period and to withdraw Gaseous Fuel during the Injection Period by offsetting Nominations and Renominations for injection and withdrawal during the same period;

<b>Unbundled Storage Service</b>	a Storage Service whereby the SSO offers the ordered Injection Capacity, Working Volume or Withdrawal Capacity on an unbundled basis in accordance with the Technical Specifications;
<b>Intraday Storage Service</b>	an Unbundled Storage Service consisting in an Interruptible Storage Service provided as an additional service to Storage Customers on the basis of an approved Nomination or Renomination, offered in the current or the following Gas Day in case when it becomes possible for the SSO to offer unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity, but excluding the Extension of Offered Services;
<b>Weekly Storage Service</b>	a Short-Term Storage Service provided on the basis of a Short-Term SSA entered into for a term of 7, 14 or 21 consecutive Gas Days;
<b>Transmission Contract</b>	a contract for provision of transmission services entered into between the TSO and the SSO (ITC) or between a Storage Customer and the TSO;
<b>Storage Services Agreement (SSA)</b>	an agreement for the provision of Storage Services in respect of Gaseous Fuel, entered into between a Storage Customer and the SSO in accordance with the Storage Code and the SSP Terms and Conditions;
<b>Long-Term SSA</b>	a SSA entered into for a term of 1, 2, 3 or 4 consecutive Storage Years, and the in case of a GSF Kawerna for a term of either 1, 2, 3 or 4 consecutive Storage Years or a term of 12, 24 36 or 48 consecutive Gas Months, which do not correspond to Storage Years;
<b>Day-Ahead SSA</b>	a framework SSA concerning solely the use of Day-Ahead Storage Services;
<b>Short-Term SSA</b>	a SSA entered into for a term shorter than 12 Gas Months, i.e. for a term ranging from 1 to 11 consecutive Gas Months, or for a term of 7, 14 or 21 consecutive Gas Days, or for 1 Gas Day;

<b>Firm SSA</b>	a Storage Services Agreement providing for a Firm Storage Service;
<b>Interruptible SSA</b>	a Storage Services Agreement providing for an Interruptible Storage Service;
<b>Framework SSA</b>	a SSA establishing the conditions for the execution of Short-Term SSAs or Long-Term SSAs thereunder;
<b>Conditional SSA</b>	a Long-Term SSA or Short-Term SSA executed subject to a condition precedent stipulating that certain conditions specified therein are fulfilled by a specific date stipulated in the Storage Code and falling before the Storage Services start to be provided;
<b>Stockpiling Act</b>	the Act of 16 February 2007 on the stockpiling of crude oil, petroleum products and natural gas and on the operating procedures applicable in emergencies involving state fuel security or oil market disturbances (consolidated text: Dz.U.2020.411);
<b>Normal Conditions</b>	the reference conditions for billing purposes, absolute pressure of 101.325 kPa and temperature of 273.15 K;
<b>Spring Maintenance Downtime Period</b>	a downtime period between the Withdrawal Period and the injection Period, the starting and ending date of which is determined by the SSO subject to the principles set out in the Storage Code, during which neither injection of Gaseous Fuel to nor its withdrawal from a Storage Facility is possible;
<b>Application for a SSA (Application)</b>	an application submitted in the course of the Application Procedure according to the terms set out in the Storage Code and the SSP Terms and Conditions, to obtain the allocation of Storage Capacity offered in that procedure and conclude a SSA;
<b>Applicant</b>	an entity applying for the conclusion of a SSA;

<b>Registered Reporting Mechanism (RRM)</b>	an entity registered by ACER as a <i>Registered Reporting Mechanism</i> (RRM), authorised to report the data specified in the Commission Implementing Regulation (EU) No 1348/2014 on behalf of a Market Participant, which has fulfilled the technical requirements for reporting set by ACER;
<b>First-come-first-served Rule (FCFS Rule)</b>	a Capacity Allocation rule according to which Storage Capacity is allocated to individual Storage Customers according to the order of submission of their Applications, subject to the provisions of the Storage Code;
<b>Pro-rata Rule</b>	a Capacity Allocation rule according to which Storage Capacity is allocated to individual Storage Customers in proportion to the amount of requested Storage Capacity in case when it is not possible to accept all the Applications due to the limited availability of Storage Capacity, or in proportion to the amount of Storage Capacity indicated in the Bids made in the Auction, subject to the provisions of the Storage Code;
<b>Storage Capacity</b>	a part or all of or the Injection Capacity, Working Volume or Withdrawal Capacity, offered jointly or on an unbundled basis in accordance with the Technical Specifications;
<b>Transmission Capacity</b>	maximum hourly quantity of Gaseous Fuel, expressed in kWh/h, which may be delivered for transmission at an entry point to the Transmission System ( $PWE_{OSM}$ ) or offtaken at an exit point from the Transmission System ( $PWY_{OSM}$ ) at a connection with a Storage Facility or a Group of Storage Facilities;
<b>Storage Customer</b>	an individual or a legal entity as well as an organizational entity without a legal personality but having legal capacity who uses Storage Facility under a SSA; the TSO is also a Storage Customer to the extent that it uses Storage Facilities or a Group of Storage Facilities for other purposes than the performance of the TSO's duties;

<b>Reduced Withdrawal Capacity</b>	the capacity for the withdrawal of Gaseous Fuel from a Storage Facility or Group of Storage Facilities falling short of the Nominal Withdrawal Capacity and resulting from the withdrawal of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value from the Storage Facility or Group of Storage Facilities;
<b>Reduced Injection Capacity</b>	the capacity for the injection of Gaseous Fuel from a Storage Facility or Group of Storage Facilities falling short of the Nominal Withdrawal Capacity and resulting from the injection of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value into the Storage Facility or Group of Storage Facilities;
<b>Reduced Working Volume</b>	the Working Volume which results from the injection of Gaseous Fuel with a Gross Calorific Value lower than the Reference Gross Calorific Value to a Storage Facility or Group of Storage Facilities.

### 1.1.2. Units

- 1.1.2.1. The SI units of measurement used in the Storage Code together with their equivalents consistent with the official prefixes approved by the International Bureau of Weights and Measures, including specifically:

<b>m<sup>3</sup></b>	cubic metre
<b>h</b>	hour
<b>K</b>	Kelvin,
<b>MJ</b>	megajoule
<b>kPa</b>	kilopascal
<b>kWh</b>	kilowatt-hour
<b>MWh</b>	megawatt-hour

- 1.1.2.2. Any reference to a “quantity of Gaseous Fuel” in this Storage Code means a reference to such quantity of Gaseous Fuel expressed in energy units (kWh), unless specifically indicated otherwise.

- 1.1.2.3. The volume of Gaseous Fuel is expressed in cubic metres (m<sup>3</sup>) under normal conditions.
- 1.1.2.4. The specification of any quantities of Gaseous Fuel expressed in energy units (kWh) in relation to quantities of Gaseous Fuel expressed in volume units (m<sup>3</sup>) shall be made in accordance with the principles set out in the TNC.

## **1.2. Scope of application of the Storage Code**

- 1.2.1. The Storage Services are provided by the SSO using the Storage Facilities and Groups of Storage Facilities indicated in clause 2.1.1 of the Storage Code pursuant to the decision of the President of the ERO granting a licence for the storage of Gaseous Fuels the SSO and the decision of the President of the ERO concerning the designation of the SSO as the storage system operator with respect to such facilities.
- 1.2.2. The Storage Code defines the detailed conditions for the use of Storage Facilities and Groups of Storage Facilities and the conditions and methods of operation and maintenance of these facilities as well as the planning of their expansion. The Applicants, Storage Customers and the TSO, as well as other gas system operators shall conform to the conditions and requirements as well as the operating procedures and methods of information exchange set out in the Storage Code.
- 1.2.3. To ensure equal treatment of Storage Customers, all SSAs shall be concluded by the SSO on the basis of the Storage Code and the SSP Terms and Conditions. Storage Services shall be provided to Storage Customers on the basis of the Storage Code, the GTC and the Tariff.
- 1.2.4. The provisions of the Storage Code shall apply to all Storage Customers, TSO included, unless the application of specific provisions is excluded pursuant to the Storage Code, SSA, GTC or ITC due to the specific nature of the TSO's activity.
- 1.2.5. The SSP Terms and Conditions and the GTC shall be without prejudice to the rules set forth in the Storage Code. In case of inconsistency between the provisions of the SSP Terms and Conditions or the GTC, and the provisions of the Storage Code, the provisions of the Storage Code shall prevail.
- 1.2.6. With regard to any matters that are not regulated in this Storage Code, SSA, GTC or the Tariff, shall be subject to the applicable legal regulations, provided that with respect to matters concerning the quality parameters of Gaseous Fuel, performance of works in the Transmission System that result in restrictions of the access to Storage Services as well as system congestion management, the provisions of the TNC shall also be applicable.

### **1.3. Structure of the Storage Code**

1.3.1. The Storage Code consists of the following sections:

- Part I – General provisions,
- Part II – Rules for the use of Storage Facilities,
- Part III – Final provisions.

### **1.4. Legal basis for the Storage Code**

1.4.1. The Storage Code has been drawn up by the SSO in accordance with the requirements of Article 9g of the Energy Law Act, taking into account specifically:

- implementing legislation issued under the Energy Law Act, specifically the System Regulation;
- the Stockpiling Act and the related secondary legislation;
- Regulation (EC) No 715/2009;
- REMIT Regulation;
- Implementing Regulation of the Commission (EU) No 1348/2014;
- the TNC.

1.4.2. According to Article 9g(8) of the Energy Law Act, the Storage Code is subject to approval by the President of the ERO.

### **1.5. Effective date of the Storage Code**

1.5.1. New or amended provisions of the Storage Code shall be binding on the Storage Code, Applicants and Storage Customers after their approval by the President of the ERO, from the date specified in the decision of the President of the ERO.

1.5.2. The effective date of the Storage Code shall be published by the SSO on the OIP, at the same place where the Storage Code is published.

1.5.3. Subsequent consolidated texts of the Storage Code, incorporating changes to the Storage Code approved by the President of the ERO shall be published by the SSO on the OIP together with information about the effective date of introduced changes.

### **1.6. Relationship between the Storage Code and the Storage Service Agreement**

1.6.1. The Storage Code shall constitute an integral part of the SSA, in accordance with Article 9g(12) of the Energy Law Act.

1.6.2. The Storage Code shall also be applicable in the procedure for concluding a SSA.

### **1.7. Changes to the Storage Code**

1.7.1. The SSO shall introduce changes to the Storage Code or draw up a new Storage Code specifically when a need arises to adapt the Storage Code to:

- 1.7.1.1. amended Polish or Community laws;
- 1.7.1.2. relevant guidelines and recommendations of the ERO, Agency for the Cooperation of Energy Regulators (ACER) ENTSG–Gas, European Commission or other competent authorities or institutions;
- 1.7.1.3. amended provisions of the TNC;
- 1.7.1.4. binding and final or immediately enforceable court rulings or final or immediately enforceable administrative decisions;
- 1.7.1.5. changed technical operating conditions of Storage Facilities or Groups of Storage Facilities, or of the Transmission System to which the Storage Facilities or Groups of Storage Facilities are connected;
- 1.7.1.6. technology advancement in storage of Gaseous Fuels,
- 1.7.1.7. in case when the level of Transmission Capacity Allocation obtained by the SSO is not sufficient to continue the provision of Storage Services according to the previous parameters and this necessitates the amendment of the relevant provisions of the Storage Code.
- 1.7.2. The Storage Code may also be amended in order to clarify any provisions that give rise to doubts on the part of Applicants, Storage Customers or the TSO.
- 1.7.3. The SSO shall draft amendments to the Storage Code in a track changes mode together with information about the scope of and rationale for the amendments as well as the planned effective date of the amendments. Where the scope of the proposed amendments to the Storage Code is substantial, the SSO shall draft an entirely new Storage Code.
- 1.7.4. The SSO shall hold public consultations on the draft of the Storage Code or amendments thereto. For this purpose, the SSO shall publish the draft of the amendments to the Storage Code or the draft of the new Storage Code on the OIP, both in Polish and in English, provided that the Polish language version shall be binding and the English language version shall only serve for information purposes.
- 1.7.5. The SSO shall inform Storage Customers and the TSO in writing or by email, and or through the OIEP, about the public access to the draft of the Storage Code or amendments thereto, and about the possibility to submit comments, indicating at the same time the method and deadline for the submission of such comments, which shall be at least **one month** of the date of the publication of the draft of the amendments to the Storage Code or the draft of new Storage Code on the OIP.
- 1.7.6. The SSO shall review any received comments and draw up the final wording of the amendments or of the new Storage Code, as well as the summary of comments from individual market participants submitted in the course of the consultations together with the position of the SSO as to how such comments have been considered. The



above documents shall be published by the SSO on the OIP. The Polish language version shall be binding and the English language version shall only serve for information purposes.

- 1.7.7. The new or amended provisions of the Storage Code shall become a part of the SSA starting from the date indicated in the relevant decision of the President of the ERO concerning their approval.
- 1.7.8. The Storage Code and amendments to the Storage Code together with information on their effective date, as well as the current consolidated text of Storage Code shall be published in an electronic form on the OIP, in a manner that enables their downloading and display in the ordinary course of business, and, in addition, shall be available for review at the SSO's registered office
- 1.7.9. The SSO shall advise all the Storage Customers, either in writing or by email to the addresses indicated by such Storage Customers in the SSA or provided in the OIEP or the SSP, of the publication of the amendments to the Storage Code or a new Storage Code on the OIP within 7 days of the publication of the amendments to the Storage Code, or the new Storage Code pursuant to clause 1.7.8, together with information on the effective date of the amendments to the Storage Code, or the new Storage Code, and the Storage Customer's right to terminate the SSA upon a notice, in accordance with clause 1.7.10.
- 1.7.10. In case of its refusal to accept the amendments to the Storage Code, or the new Storage Code, the Storage Customer shall have the right to present a statement on the termination of the SSA within 14 days of the publication of the amended or new Storage Code on the IPI in accordance with clause 1.7.8:
  - 1.7.10.1. by giving 14 days' notice, provided that when the amended Storage Code or the new Storage Code comes into force during such notice period, the amended or new Storage Code shall start to apply from the effective date of the amended or new Storage Code,
  - 1.7.10.2. or subject to a different (longer or shorter) notice period, as indicated in the notice served by the Storage Customer, lapsing, however, not later than at 6.00 hours on the effective date of the amended Storage Code or new Storage Code, as indicated in the decision of the President of the ERO referred to in clause 1.5.1.
- 1.7.11. In the event of termination of the SSA by notice in accordance with clause 1.7.10 above, the rules concerning the withdrawal of Gaseous Fuel from a Storage Facility or Group of Storage Facilities and settlements in this regard shall apply as set out in clause 4.8.
- 1.7.12. In case when changes to the Storage Code enter into force, Applications for a SSA submitted prior to the effective date of such changes shall be deemed effectively

submitted. The SSO reserves the right to request the Applicant to supplement or correct the contents of such Application or documents attached thereto within the deadline set by the SSO, in order to adapt their content to the amended provisions of the Storage Code. The provisions of this clause shall apply accordingly to Applications for a SSA submitted prior to the entry of the new Storage Code into force.

#### **1.8. Language and Applicable Law**

- 1.8.1. The Storage Code has have been drafted in Polish and translated into English. The Polish language version shall be binding and the English language version shall only serve for information purposes.
- 1.8.2. For the purposes of the interpretation of the provisions of the Storage Code, the Tariff, the SSA and the GTC, the Polish language versions of these documents shall be binding.
- 1.8.3. All statements, Applications for a SSA, documents or communication provided for in the Storage Code shall be drafted in Polish language. When so indicated in the Storage Code, announcements or documents shall also be published in English language by the SSO for information purposes.
- 1.8.4. The Storage Code shall be governed by Polish law.

#### **1.9. Information obligations of the SSO**

- 1.9.1. The SSO shall perform its obligations with regard to the disclosure of information concerning its activities to the relevant entities and to the public, including the information concerning capacity, utilisation and unavailability of Storage Facilities or Groups of Storage Facilities, including specifically the information to be disclosed under the provisions of the Energy Law, Regulation (EC) No 715/2009, REMIT Regulation, Implementing Regulation of the Commission (EU) No 1348/2014 and other generally applicable legal regulations.
- 1.9.2. Subject to clause 1.9.3, the SSO, acting at the request and on behalf of the Storage Customer shall report to the Agency for the Cooperation of Energy Regulators and national regulatory authorities (when so requested by these authorities), through a RRM selected by the SSO, on the quantities of natural gas the Storage Customer holds in storage at the end of the Gas Day, as stipulated under Article 9(9) of the Commission Implementing Regulation (EU) No. 1348/2014. The reporting of the information referred to in the preceding sentence shall require the registration of the Storage Customer in the CEREMP system.

- 1.9.3. The SSO shall carry out the reporting obligations set out in clause 1.9.2 on the basis of a separate agreement concluded with the Storage Customer and as part of the charges for the provision of Storage Services.

#### **1.10. Related documents**

- 1.10.1. Documents related to the Storage Code include in particular:
- 1.10.1.1. Form of a Framework SSA;
  - 1.10.1.2. Form of a Day-Ahead SSA;
  - 1.10.1.3. Form of a Long/Short-Term SSA;
  - 1.10.1.4. GTC;
  - 1.10.1.5. SSP Terms and Conditions;
  - 1.10.1.6. Tariff;
  - 1.10.1.7. The form of a Bank Guarantee or Insurance Guarantee;
  - 1.10.1.8. Form of a surety agreement;
  - 1.10.1.9. Description of the draw procedure;
  - 1.10.1.10. Form of the declaration of the intention to create a mandatory stock;
  - 1.10.1.11. Form of the Applicant's declaration on the legal title to Gaseous Fuel;
  - 1.10.1.12. Form of the Applicant's declaration containing the offer to sell Gaseous Fuel;
  - 1.10.1.13. Form of the declaration of the Owner of Gaseous Fuel (if other than the Applicant) on the consent to the execution of a SSA and containing the offer to sell Gaseous Fuel;
  - 1.10.1.14. Privacy notice concerning the processing of personal data applicable to the clients of Gas Storage Poland sp. z o.o.;
  - 1.10.1.15. Privacy notice concerning the processing of personal data applicable to representatives of the clients of Gas Storage Poland sp. z o.o.;
- 1.10.2. Documents related to the Storage Code shall be published on the SSO's website.
- 1.10.3. In addition, the following information shall be published by the SSO on its website:
- 1.10.3.1. Technical Specifications of GSF Kawerna with the parameters indicated in clause 2.6.2;
  - 1.10.3.2. Technical Specifications of GSF Sanok with the parameters indicated in clause 2.6.4;
  - 1.10.3.3. Technical Specifications of UGS Wierchowice Storage Facility with the parameters indicated in clause 2.6.6.

## **PART II RULES FOR THE USE OF STORAGE FACILITIES**

### **Section 2 Characteristics of the Storage Services including services related to the injection and withdrawal of Gaseous Fuel**

#### **2.1. Description of the Storage System**

- 2.1.1. The Storage Service shall be provided using the Storage Facility and the Groups of Storage Facilities:
- GSF Kawerna;
  - GSF Sanok;
  - UGS Wierzchowice Storage Facility.
- 2.1.2. GSF Kawerna comprises the following storage facilities developed in salt caverns:
- CUGS Mogilno Storage Facility located in territory of Mogilno and Rogowo communes;
  - CUGS Kosakowo Storage Facility located in territory of Kosakowo commune.
- 2.1.3. The detailed description of the Storage Services provided using the GSF Kawerna and their characteristics are provided in clauses 2.6.1 and 2.6.2.
- 2.1.4. GSF Sanok comprises the following UGS facilities developed in partly depleted natural gas reservoirs:
- UGS Husów Storage Facility located in the territory of Łańcut and Markowa communes;
  - UGS Strachocina Storage Facility located in the territory of Sanok and Brzozów communes;
  - UGS Swarzędz Storage Facility located in the territory of Dąbrowa Tarnowska and Olesno communes;
  - UGS Brzeźnica Storage Facility located in territory of Dębica commune.
- 2.1.4. The detailed description of the Storage Services provided using the GSF Sanok and their characteristics are provided in clauses 2.6.3 and 2.6.4.
- 2.1.5. UGS Strachocina has been developed in a partly depleted gas field located in territory of Milicz and Krośnice communes.
- 2.1.6. The detailed description of the Storage Services provided using the UGS Wierzchowice Storage Facility and their characteristics are provided in clauses 2.6.5 and 2.6.6.

#### **2.2. General rules for the provision of Storage Services**

- 2.2.1. The SSO shall provide Gaseous Fuel Storage Services to Storage Customers in the Storage Facility or Groups of Storage Facilities, based on the principle of non-

discrimination and equal treatment of Storage Customers taking into account optimum and efficient use of such Storage Facility or Groups of Storage Facilities, and of the Storage Capacity.

- 2.2.2. The Storage Services concern Gaseous Fuel.
- 2.2.3. The Storage Service shall be provided using the Storage Facility or Groups of Storage Facilities indicated in clause 2.1.1.
- 2.2.4. The Storage Service shall be provided by the SSO on the basis of a SSA concluded under the Application Procedure, or under the Auction procedure, as set forth in the Storage Code and the SSP Terms and Conditions, except for the Day-Ahead Storage Service.
- 2.2.5. The forms of SSAs shall be published by the SSO on the IEP and the SSP.
- 2.2.6. The Storage Service shall be provided to the extent allowed by the technical capabilities of the Storage Facility or Group of Storage Facilities, and taking into account the technical parameters of such facility or group of facilities, as well as the Pressures prevailing in the Transmission System at points of connection between and the Storage Facility or Group of Storage Facilities, quality specifications of Gaseous Fuel injected to, or withdrawn from, the Storage Facility or Group of Storage Facilities, Transmission Capacity Allocations obtained by the SSO, and in accordance with the principles set out in this Storage Code, SSA and the Tariff.
- 2.2.7. The SSO, in offering Storage Capacity, assumes that the Gross Calorific Value of Gaseous Fuel injected to a Storage Facility or Group of Storage Facilities, or withdrawn from such facility or group of facilities is equal to the Reference Gross Calorific Value. When Gaseous Fuel with Gross Calorific Value exceeding the Reference Gross Calorific Value is injected to or withdrawn from a Storage Facility or Group of Storage Facilities, the SSO offers the Extension of Offered Services, as described in clause 2.3.4. When the Gross Calorific Value of the Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is lower than the Reference Gross Calorific Value, the SSO shall reduce the Storage Services offered in accordance with clause 2.3.5.
- 2.2.8. When Storage Capacity is offered by the SSO, Storage Customers may submit Applications for a SSA concerning New Storage Capacity on the terms set out in clause 2.9.6, unless the SSO decides to make such Storage Capacity available through the Auction procedure. The principle set out in the preceding sentence shall apply as appropriate to Storage Capacity that has become available to be offered by the SSO as a result of the expiry or termination of a SSA, in part or in full. To the extent that offering New Storage Capacity or the commencement of the provision of Storage Services is contingent on the approval of a new Tariff, or an amendment

thereof, the provision of Storage Services and settlements under SSAs concerning such Storage Capacity shall commence after the implementation of such new or amended Tariff.

## 2.3. Types of Storage Services

### 2.3.1. **Bundled Unit, Flexible Bundled Unit, Unbundled Storage Service, Intraday Storage Service, Day-Ahead Storage Service and Reverse Storage Service**

- 2.3.1.1. The Storage Customer may order Storage Services in the form of a Bundled Unit, Flexible Bundled Unit or as an Unbundled Storage Service. The types of Storage Services offered in individual Storage Facilities and Groups of Storage Facilities are described in clause 2.6.
- 2.3.1.2. When ordering the **Bundled Unit**, subject to clause 2.3.1.3 and clause 2.3.1.4, the Applicant orders from the SSO a combination of:
  - (a) Injection Capacity,
  - (b) Working Volume,
  - (c) Withdrawal Capacity,according to the values of and ratios between these parameters indicated in the Technical Specifications.
- 2.3.1.3. More than one Bundled Unit may be ordered
- 2.3.1.4. but fractions of Bundled Units are not allowed.
- 2.3.1.5. When ordering a **Flexible Bundled Unit**, the Applicant orders from the SSO a combination of:
  - (a) Injection Capacity which falls within a specified range,
  - (b) Working Volume,
  - (c) Withdrawal Capacity which falls within a specified range,according to the values indicated for specific Storage Facilities and Groups of Storage Facilities in the Technical Specifications.
- 2.3.1.6. When ordering the **Unbundled Storage Service**, the Applicant orders from the SSO, separately:
  - (a) Injection Capacity,
  - (b) Working Volume,
  - (c) Withdrawal Capacity.
- 2.3.1.7. Unbundled Storage Service may be ordered by an Applicant who has already entered into the SSA as well as by an Applicant who, as yet, has not entered into the SSA.

- 2.3.1.8. The **Intraday Storage Service** is available as an additional service to a Storage Customer being a party to a current Long-Term SSA or Short-Term SSA. When ordering an Intraday Storage Service, the Storage Customer orders from the SSO:
- (a) unused Nominal Injection Capacity or
  - (b) unused Nominal Withdrawal Capacity,
- in case when it becomes possible for the SSO to offer such unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity for the current or the following Gas Day.
- 2.3.1.9. The order referred to in clauses 2.3.1.2, 2.3.1.5, and 2.3.1.6 shall be placed in the Application for a SSA. Approval of the order shall take place upon the conclusion of a Long-Term SSA or Short-Term SSA.
- 2.3.1.10. The order referred to in clause 2.3.1.8 shall be placed by way of submitting a Nomination or Renomination. The SSO shall continuously monitor the use of the Storage Capacity based on the information contained in the approved Nominations and Renominations, and information on unused Nominal Injection Capacity and unused Nominal Withdrawal Capacity to be offered under Intraday Storage Service shall be immediately posted and updated by the SSO on the OIP (in accordance with the time frame set out for Renomination processing in accordance with clause 4.1.3.1).
- 2.3.1.11. The Day-Ahead Storage Service shall be provided exclusively on an Interruptible Basis in accordance with clause 2.3.3.4. Intraday Storage Service may be restricted or interrupted as a result of Renominations submitted by other Storage Customers.
- 2.3.1.12. The **Day-Ahead Storage Service** shall be available to the Storage Customer being a party to a current Long-Term SSA or Short-Term SSA or Day-Ahead SSA.
- 2.3.1.13. When ordering the Day-Ahead Storage Service, the Storage Customer orders, individually, the following components from the SSO:
- (a) Injection Capacity,
  - (b) Withdrawal Capacity,
  - (c) Working Volume
- in case when it becomes possible for the SSO to offer Storage Capacity for the following Gas Day. The information concerning the availability of Storage Capacity for the following Gas Day (D+1) to be made available as Day-Ahead Storage Service shall be published by the SSO on the OIP on each Gas Day by 11.00 hours. In addition, the forecast of the Storage Capacity which may be made available in Gas Day D+2 shall be published by the SSO on the OIP for information purposes, and such publication shall not constitute an offer within the meaning of

Article 66 § 1 of the Civil Code. The Day-Ahead service does not have to be offered on each Gas Day.

- 2.3.1.14. The order referred to in clause 2.3.1.13 shall be placed through the delivery of an request, in the form available on the OIEP, to the SSO. Following the submission of the request by the Storage Customer, the SSO shall proceed with the assessment of the current availability of the ordered Storage Capacity.
- 2.3.1.15. The Storage Customer shall submit the request referred to in clause 2.3.1.14 by 19.00 hours of the Gas Day preceding the Gas Day the request relates to.
- 2.3.1.16. The SSO shall provide the Storage Customer with information on the acceptance of the request or its rejection by 20:00 hours of the Gas Day in which the request was submitted.
- 2.3.1.17. In case of rejecting the request, the SSO shall not be required to specify the reason for such rejection. The SSO shall take reasonable efforts in order to inform the Storage Customer of the reason for the rejection of the request at the soonest possible date.
- 2.3.1.18. The Day-Ahead Storage Service shall provided exclusively on Firm Basis according to clause 2.3.3.3 with a constant Injection Capacity and a constant Withdrawal Capacity for a full Gas Day. The principles concerning the Extension or Reduction of Offered Services shall not apply.
- 2.3.1.19. The **Reverse Storage Service** shall be provided in GSF Sanok and in the Storage Facility of UGS Wierzchowice during a period from 6:00 hours on 1 December of a given year until 6:00 hours on 1 September of the following year. The Reverse Storage Service shall be provided in the form of a Bundled Unit or Flexible Bundled Unit. The technical parameters of the Reverse Storage Service are defined in the Technical Specifications of GIM Sanok and the Technical Specifications of UGS Wierzchowice Storage Facility.
- 2.3.1.20. The injection of Gaseous Fuel under the Reverse Storage Service may continue, as appropriate:
  - 2.3.1.20.1. for the GSF Sanok – until the end of last Gas Day before the beginning of the Spring Maintenance Downtime Period for the Storage Facility of that Group of Storage Facilities, for which it starts the latest;
  - 2.3.1.20.2. UGS Wierzchowice Storage Facility – until the end of the last Gas Day before the start of the Spring Maintenance Downtime Period.
- 2.3.1.21. The withdrawal of Gaseous Fuel under the Reverse Storage Service may begin not earlier than:



- 2.3.1.21.1. for the GSF Sanok – from the beginning of the first Gas Day after the end of the Spring Maintenance Downtime Period for the Storage Facility of that Group of Storage Facilities, for which it starts the soonest;
- 2.3.1.21.2. UGS Wierzychowice Storage Facility – from the beginning of the first Gas Day after the end of the Spring Maintenance Downtime Period.
- 2.3.1.22. Under the Reverse Storage Service, the Storage Customer may withdraw Gaseous Fuel during the Withdrawal Period and inject Gaseous Fuel during the Injection Period within the limits of the contracted Storage Capacity, exclusively under the Intraday Storage Service according to clause 2.3.1.10.
- 2.3.1.23. The principles concerning the Extension or Reduction of Offered Services shall not apply to the Reverse Storage Service.
- 2.3.1.24. In case when the Storage Customer submits a Nomination under the Reverse Storage Service exceeding the sum of Nominations submitted for the flow of Gaseous Fuel in the opposite direction, the Storage Customer shall be required to submit a Renomination on the basis of information received from the SSO in the form of an EDIGAS (NOMINT) message.
- 2.3.1.25. The Reverse Storage Service shall be provided exclusively on an Interruptible Basis in accordance with clause 2.3.3.4. The Reverse Storage Service may be restricted or interrupted in the absence of Nominations for the flow of Gaseous Fuel in the opposite direction that would enable the offset of Nominations. In such case, the provisions on discounts set out in the Tariff shall not apply.

## 2.3.2. Division of services according to the period of their provision

- 2.3.2.1. According to the period of their provision, the Storage Services may be provided as:
  - (a) **Long-Term Storage Service** provided during a period of 1, 2, 3 or 4 consecutive Storage Years, and in case of GSF Kawerna also during a period of 12, 24, 36 or 48 consecutive Gas Months that do not correspond to Storage Years;
  - (b) **Short-Term Storage Service** provided for a period:
    - i. from 1 to 11 consecutive Gas Months (**Monthly Storage Service**); or
    - ii. 7, 14 or 21 consecutive Gas Days (**Weekly Storage Service**),
    - iii. 1 Gas Day (**Day-Ahead Storage Service**)
  - (c) **Intraday Storage Service** provided for a period ranging from 1 to 24 hours.
- 2.3.2.2. Storage Services in the form of a Bundled Unit and Storage Services in the form of a Flexible Bundled Unit may be offered as Long-Term Storage Services as well as Short-Term Storage Services.

- 2.3.2.3. The Unbundled Storage Service is offered as a Long-Term Storage Service for one Storage Year, as a Short-Term Storage Service (Monthly Storage Service, Weekly Storage Service, Day-Ahead Storage Service) and as an Intraday Storage Service.

**2.3.3. Firm Storage Service and Interruptible Storage Service**

- 2.3.3.1. The amounts of Storage Capacity offered, respectively, as Interruptible Storage Services and the Firm Storage Services shall be specified individually for each Storage Facility or Group of Storage Facilities.

- 2.3.3.2. When the Storage Capacity of the Storage Facility or a Group of Storage Facilities is made available under Firm Storage Services Agreement, this does not reduce the level of Storage Capacity offered under an Interruptible Storage Services Agreement.

**2.3.3.3. Firm Storage Service**

Firm Storage Services may be provided to the extent specified in the individual Technical Specifications.

**2.3.3.4. Interruptible Service**

- 2.3.3.4.1. Interruptible Storage Services may be provided to the extent allowed under the respective Technical Specifications.

- 2.3.3.4.2. The SSO may interrupt or restrict the provision of Interruptible Storage Services in each of the following cases:

- (a) when this is necessary for ensuring the undisturbed provision of Firm Storage Service by the SSO,
- (b) in order for the SSO to fulfil its obligations resulting from the Stockpiling Act,
- (c) the situation indicated in clause 2.3.1.25 occurs,
- (d) in case of reduced capacity for the transport of Gaseous Fuel in the Transmission System,

where the duration of interruption or restriction in the provision of Interruptible Storage Services shall depend on the level of UGS or CUGS filling.

- 2.3.3.4.3. In case when an Interruptible SSA is entered into, the Storage Customer shall have no right to submit a claim against the SSO concerning its failure to comply with Nomination or Renomination or a failure to provide Nominal Withdrawal Capacity or Nominal Injection Capacity to the extent that the interruptions were introduced in accordance with the Interruptible SSA or the Storage Code. Neither shall SSO be held liable for the consequences, including those arising in dealings between Storage Customers and TSO, of any curtailment or interruption of Storage Services to the extent that such curtailment or

interruption is in accordance with the provisions of an Interruptible SSA or the Storage Code.

- 2.3.3.4.4. If Storage Services are interrupted or restricted in accordance with an Interruptible SSA or the Storage Code, the SSO may reject a Nomination or Renomination submitted by the Storage Customer, or accept such Nomination or Renomination subject to reduction of quantity, to the extent the interruption or restriction prevents its fulfilment.
- 2.3.3.4.5. Notwithstanding the preceding clause, when Storage Services are interrupted or restricted in accordance with an Interruptible SSA or the Storage Code, the SSO shall promptly give a notice of the interruption or restriction and their expected duration to the Storage Customer. Where the interruption or curtailment have been introduced after approval of Storage Customer's Nomination or Renomination so as to prevent the Nomination or Renomination from being fulfilled, the Storage Customer must submit a Renomination in accordance with SSO's notice.
- 2.3.3.4.6. In case when constraints are imposed on the provision of an Interruptible Storage Service, the Storage Capacity of respective Storage Customers who are a party to Interruptible SSAs shall be reduced on a pro rata basis.

#### **2.3.4. Extension of Offered Services**

- 2.3.4.1. As part of the provided Storage Service, the SSO shall offer an Extension of Offered Services to the Storage Customer in case when the Gross Calorific Value of the Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is higher than the Reference Gross Calorific Value.
- 2.3.4.2. Under the Extension of Offered Services, the SSO shall offer:
  - 2.3.4.2.1. Additional Working Volume, on Firm Basis,
  - 2.3.4.2.2. Additional Withdrawal Capacity or Additional Injection Capacity, on Interruptible Basis.
- 2.3.4.3. The Additional Working Volume shall be offered to each Storage Customer at the level proportional to the Working Volume to which they are entitled. The Additional Working Volume shall be made available for as long as the Working Volume made available to a given Storage Customer is used for the storage of Gaseous Fuel with a Gross Calorific Value higher than the Reference Gross Calorific Value.
- 2.3.4.4. The SSO shall advise the Storage Customer, at least once a month, not later than by 7<sup>th</sup> day of the following Gas Month, of the Additional Working Volume it is eligible to. The Storage Customer shall use the Additional Working Volume by way of submitting a Nomination. The SSO shall publish the above information in the OIEP.

In the event when all or a part of the Gaseous Fuel held on the basis of the offered Additional Working Volume is withdrawn, the SSO reserves the right to adjust the amount of the offered Additional Working Volume.

- 2.3.4.5. The Additional Injection Capacity and Additional Withdrawal Capacity shall be made available for each hour of the Gas Day. The SSO shall inform the Storage Customer of Additional Injection Capacity and Additional Withdrawal Capacity such Storage Customer is eligible to in the 3-day forecasts referred to in clause 4.1.1.8.
- 2.3.4.6. In case when the Storage Customer is not interested in such Additional Injection Capacity or Additional Withdrawal Capacity, the capacity shall be offered to all interested parties as Intraday Storage Service.
- 2.3.4.7. The Extension of Offered Services shall not constitute a separate Storage Service and shall be accounted for as part of the charges for the Storage Service in connection with which it was offered to the Storage Customer.
- 2.3.4.8. The provisions concerning the Extension of Offered Services shall not apply to the Intraday Storage Service, Day-Ahead Storage Service and Reverse Storage Service.

#### **2.3.5. Reduction of Offered Services**

- 2.3.5.1. As part of the provided Storage Service, the SSO shall introduce a Reduction of Offered Services with respect to the Storage Customer in case when the Gross Calorific Value of the Gaseous Fuel injected to or withdrawn from the Storage Facility or a Group of Storage Facilities is lower than the Reference Gross Calorific Value.
- 2.3.5.2. The SSO shall establish the Reduced Working Volume for each Storage Customer on a pro rata basis, according to the Working Volume the Storage Customer is eligible to. The Reduced Working Volume shall be made available for as long as the Working Volume made available to a given Storage Customer is used for the storage of Gaseous Fuel with a lower than the Reference Gross Calorific Value.
- 2.3.5.3. The SSO shall advise the Storage Customer, at least once a month, not later than by the 7th day of the following Gas Month, of the level of Reduced Working Volume. The Storage Customer shall use the Additional Working Volume it is eligible to by way of a Nomination. The SSO shall publish the above information in the OIEP.
- 2.3.5.4. The amount of the Reduced Injection Capacity and Reduced Withdrawal Capacity shall be specified for each hour of the Gas Day. The SSO shall inform the Storage Customer of the Reduced Injection Capacity or Reduced Withdrawal Capacity such Storage Customer in the 3-day forecasts referred to in clause 4.1.1.8.

- 2.3.5.5. The provisions concerning the Reduction of Offered Services shall not apply to the Intraday Storage Service, Day-Ahead Storage Service and Reverse Storage Service.

## 2.4. Characteristics of the Long-Term Storage Services

- 2.4.1. The Long-Term Storage Services shall be provided on the basis of the Long-Term SSA referred to in clauses 3.1.6 and 3.1.7.
- 2.4.2. The Long-Term Storage Services may be provided on the basis of a Firm SSA or an Interruptible SSA within the scope resulting from the respective Technical Specifications.

## 2.5. Characteristics the of Short-Term Storage Services

- 2.5.1. The Short-Term Storage Services shall be provided on the basis of the Short-Term SSA referred to in clause 3.1.8, clause 3.1.9 and clause 3.1.11, and in case of the Day-Ahead Storage Service – on the basis of an order submitted by the Storage Customer and accepted by the SSO, in accordance with clauses 2.3.1.13 – 2.3.1.16.
- 2.5.2. The Short-Term Storage Services shall be provided on the basis of a Firm SSA or an Interruptible SSA with the scope resulting from the respective Technical Specifications.

## 2.6. The types of and characteristics of the Storage Services offered, by Storage Facility or Group of Storage Facilities

### 2.6.1. Types of Storage Services offered in GSF Kawerna

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
Long-Term Storage Services	
<ul style="list-style-type: none"> <li>Firm Long-Term Storage Service – Bundled Unit</li> <li>Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>Firm Long-Term Storage Service – Unbundled; offered exclusively for the term of 12 consecutive Gas Months</li> </ul>	<ul style="list-style-type: none"> <li>Interruptible Long-Term Storage Service – Bundled Unit</li> <li>Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>Interruptible Long-Term Storage Service – Unbundled; offered exclusively for the term of 12 consecutive Gas Months</li> </ul>

<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> <li>• Firm Weekly Storage Service – Bundled Unit</li> <li>• Firm Weekly Storage Service – Flexible Bundled Unit</li> <li>• Firm Weekly Storage Service – Unbundled</li> <li>• Firm Day-Ahead Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> <li>• Interruptible Weekly Storage Service – Bundled Unit</li> <li>• Interruptible Weekly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Weekly Storage Service – Unbundled</li> </ul>
<b>Intraday Storage Service</b>	
---	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>

## 2.6.2. Characteristics of Storage Services in GSF Kawerna

2.6.2.1. The following current information for GSF Kawerna shall be published by the SSO on its website:

- names and numbers of the Entry Points and Exit Points,
- information on lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins,
- information on the smallest quantity of Gaseous Fuel that can be injected, considering technological capabilities,
- information on the time needed for the GSF Kawerna to be completely filled, considering technological capabilities,
- information on the smallest quantity of Gaseous Fuel that can be withdrawn, considering technological capabilities,

- (f) information on the time needed for GSF Kawerna to be completely emptied,
  - (g) graphical representations (charts) showing the current technical characteristics for the injection and withdrawal of Gaseous Fuel for Firm and Interruptible Storage Services.
- 2.6.2.2. On its website, the SSO shall publish information on Working Volume, Injection Capacity and Withdrawal Capacity for **Long-Term Storage Services and Short-Term Storage Services in GSF Kawerna:**
- 2.6.2.2.1. **separately for Firm Storage Services:**
- (a) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Bundled Unit**,
  - (b) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Flexible Bundled Unit**,
  - (c) for the **Unbundled** Firm Long-Term Storage Service, provided under a SSA executed for the term of 12 consecutive Gas Months, or for the Unbundled Firm Short-Term Storage Service provided under a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service) or for the term of 7, 14, 21 consecutive Gas Days (Weekly Storage Service),
- 2.6.2.2.2. **separately for Interruptible Storage Services:**
- (a) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Bundled Unit**,
  - (b) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Flexible Bundled Unit**,
  - (c) for the **Unbundled** Interruptible Long-Term Storage Service, provided exclusively under a SSA executed for the term of 12 consecutive Gas Months, or for the Unbundled Interruptible Short-Term Storage Service provided under a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service) or for the term of 7, 14, 21 consecutive Gas Days (Weekly Storage Service).
- 2.6.2.3. **Specific terms applicable to the Storage Services provided in GSF Kawerna**
- 2.6.2.3.1. In case when shrinking of the Working Volume occurs due to cavern convergence, the Working Volume made , available to the Storage Customer shall be reduced pro rata based on the share of the Working Volume in the total volume of GSF Kawerna. The Interruptible Short-Term Storage Services shall be subject to the reduction in the first place, followed by the Interruptible Long-Term Storage Services, and subsequently the Firm Short-Term Storage Services and ultimately the Firm Long-Term Storage Services, without affecting

the possibility of creating the mandatory stocks of natural gas on the basis of Firm Storage Services.

### 2.6.3. Types of Storage Services offered in GSF Sanok

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
<b>Long-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Long-Term Storage Service – Bundled Unit</li> <li>• Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Firm Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Long-Term Storage Service – Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>
<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> </ul>
---	<ul style="list-style-type: none"> <li>• Reverse Storage Service – Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Reverse Storage Service - Interruptible Monthly Storage Service – Flexible Bundled Unit</li> </ul>
<b>Intraday Storage Service</b>	
---	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>



#### 2.6.4. Characteristics of Storage Services in GSF Sanok

2.6.4.1. The following current information for GSF Sanok shall be published by the SSO on its website:

- (a) names and numbers of the Entry Points and Exit Points,
- (b) information on lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins,
- (c) information on the smallest quantity of Gaseous Fuel that can be injected, considering technological capabilities,
- (d) information on the time needed for the GSF Sanok to be completely filled, considering technological capabilities,
- (e) information on the smallest quantity of Gaseous Fuel that can be withdrawn, considering technological capabilities,
- (f) information on the time needed for GSF Sanok to be completely emptied,
- (g) graphical representations (charts) showing the current technical characteristics for the injection and withdrawal of Gaseous Fuel for Firm and Interruptible Storage Services.

2.6.4.2. On its website, the SSO shall publish information on Working Volume, Injection Capacity and Withdrawal Capacity for Long-Term Storage Services and Short-Term Storage Services in GSF Sanok:

2.6.4.2.1. **separately for Firm Storage Services:**

- (a) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Bundled Unit**,
- (b) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Flexible Bundled Unit**,
- (c) for the **Unbundled** Firm Long-Term Storage Service provided under a SSA executed for the term of one Storage Year, or for the Unbundled Firm Short-Term Storage Service provided under a SSA concluded for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service),

2.6.4.2.2. **separately for Interruptible Storage Services:**

- (a) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Bundled Unit**,
- (b) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Flexible Bundled Unit**,
- (c) for the **Unbundled** Interruptible Long-Term Storage Service, provided exclusively under a SSA executed for the term of one Storage Year, or for

the Unbundled Interruptible Short-Term Storage Service provided under a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service),

- (d) for the **Reverse Storage Service in the form of a Bundled Unit**,
- (e) for the **Reverse Storage Service in the form of a Flexible Bundled Unit**,

#### 2.6.5. Characteristics of the Storage Services offered in the Storage Facility of UGS Wierzchowice

<u>Firm Storage Service</u>	<u>Interruptible Storage Service</u>
<b>Long-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Long-Term Storage Service – Bundled Unit</li> <li>• Firm Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Firm Long-Term Storage Service – Unbundled; offered exclusively for the term of one Storage Year</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Long-Term Storage Service – Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Long-Term Storage Service – Unbundled; offered for the term of one Storage Year</li> </ul>
<b>Short-Term Storage Services</b>	
<ul style="list-style-type: none"> <li>• Firm Monthly Storage Service – Bundled Unit</li> <li>• Firm Monthly Storage Service – Flexible Bundled Unit</li> <li>• Firm Monthly Storage Service – Unbundled</li> </ul>	<ul style="list-style-type: none"> <li>• Interruptible Monthly Storage Service – Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Flexible Bundled Unit</li> <li>• Interruptible Monthly Storage Service – Unbundled</li> </ul>
---	<ul style="list-style-type: none"> <li>• Reverse Storage Service – Interruptible Monthly Storage Service – Bundled Unit</li> </ul>

	<ul style="list-style-type: none"> <li>• Reverse Storage Service - Interruptible</li> <li>Monthly Storage Service – Flexible</li> <li>Bundled Unit</li> </ul>
<b>Intraday Storage Service</b>	
---	<ul style="list-style-type: none"> <li>• Interruptible Intraday Storage Service – Unbundled</li> </ul>

## 2.6.6. Characteristics of Storage Services in the Storage Facility of UGS Wierchowice

2.6.6.1. The following current information for UGS Wierchowice Storage Facility shall be published by the SSO on its website:

- (a) names and numbers of the Entry Points and Exit Points,
- (b) information on lead time required to proceed with the execution of Nominations or Renominations counted from the moment when the processing of the Nomination or Renomination begins,
- (c) information on the smallest quantity of Gaseous Fuel that can be injected, considering technological capabilities,
- (d) information on the time needed for UGS Wierchowice Storage Facility to be completely filled, considering technological capabilities,
- (e) information on the smallest quantity of Gaseous Fuel that can be withdrawn, considering technological capabilities,
- (f) information on the time needed for UGS Wierchowice Storage Facility to be completely emptied,
- (g) graphical representations (charts) showing the current technical characteristics for the injection and withdrawal of Gaseous Fuel for Firm and Interruptible Storage Services.

2.6.6.2. On its website, the SSO shall publish information on Working Volume, Injection Capacity and Withdrawal Capacity for **Long-Term Storage Services and Short-Term Storage Services** in the Storage Facility of UGS Wierchowice:

2.6.6.2.1. **separately for Firm Storage Services:**

- (a) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Bundled Unit**,
- (b) for the Firm Long-Term Storage Service or the Firm Short-Term Storage Service in the form of a **Flexible Bundled Unit**,

- (c) for the **Unbundled** Firm Long-Term Storage Service provided under a SSA executed for the term of one Storage Year, or for the Unbundled Firm Short-Term Storage Service provided under a SSA concluded for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service),

2.6.6.2.2. **separately for Interruptible Storage Services:**

- (a) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Bundled Unit**,
- (b) for the Interruptible Long-Term Storage Service or the Interruptible Short-Term Storage Service in the form of a **Flexible Bundled Unit**,
- (c) for the **Unbundled** Interruptible Long-Term Storage Service, provided exclusively under a SSA executed for the term of one Storage Year, or for the Unbundled Interruptible Short-Term Storage Service provided under a SSA executed for the term of 1 to 11 consecutive Gas Months (Monthly Storage Service),
- (d) for the **Reverse Storage Service in the form of a Bundled Unit**,
- (e) for the **Reverse Storage Service in the form of a Flexible Bundled Unit**,

**2.7. The possibility for creating the mandatory stock**

- 2.7.1. The Firm Storage Services offered in the form of Bundled Units in the Storage Facility and the Groups of Storage Facilities enable the recognition of the Gaseous Fuels being subject of such services as the mandatory stock the Storage Customer is obliged to create in accordance with the Stockpiling Act.
- 2.7.2. The creation of mandatory stocks based on Flexible Bundled Units under Firm Storage Services at the Storage Facility of UGS Wierzchowice or in the GSF shall only be possible for Flexible Bundled Units consisting of Injection and Withdrawal Capacity ordered together equal the Injection Capacity or Withdrawal Capacity, respectively, as defined for Firm Storage Services provided in the form of Bundled Units.
- 2.7.3. The possibility of creating mandatory stock on the basis of Additional Working Volume must be each time agreed with the SSO in writing or via email.
- 2.7.4. The Storage Customer that stores Gaseous Fuel constituting a mandatory stock shall present the SSO with a decision of the President of the ERO concerning, as applicable, the validation or determination of the volume of the mandatory stock, such decision to be presented immediately following its issuance.
- 2.7.5. The SSO shall comply with the TSO's instructions in relation to the mobilisation of mandatory stocks in accordance with the procedure described in the Stockpiling Act and the TNC. The SSO may interrupt or restrict the Interruptible Storage Services in

the event of a need to mobilise the mandatory stocks pursuant to the Stockpiling Act. The SSO shall not be liable for the consequences of the interruption or restriction of Storage Services in such case.

- 2.7.6. Together with the Application for a SSA for the purposes of creating a mandatory stock, the Applicant shall be required to submit a declaration of the intention to create or hold a mandatory stock according to the form referred to in 1.10.1.10 indicating in the content of the declaration the expected total quantity of the mandatory stock in a given statutory period in which such stock is to be maintained, as determined in accordance with the Stockpiling Act. The SSO shall be authorised to pass on such declaration to the President of the ERO.
- 2.7.7. Notwithstanding the obligation under the preceding clause:
  - 2.7.7.1. in case when the Applicant submits the Application in order to create mandatory stocks, the Applicant is obliged to provide the SSO with a copy of the decision of the President of the ERO on determination or validation of the level of mandatory stocks, immediately after such decision is delivered to the Applicant, or to attach the same to the Application submitted on the SSP;
  - 2.7.7.2. in case when the Applicant submits an Application for a SSA in order to continue holding the mandatory stocks, the Applicant shall be obliged to deliver to SSO, together with the Application for a SSA, a copy of the current decision which validates or determines the mandatory stock of the Storage Customer, issued by the President of the ERO, or attach such decision to the Application submitted on the SSP;
  - 2.7.7.3. at a request in writing submitted by the Storage Customer by 15 May of a given year, the SSO shall confirm, by 31 May of the same year, the possibility of deploying the mandatory stock in the Storage Facility and Groups of Storage Facilities for the period from 1 October of a given year until 30 September of the following year.
  - 2.7.7.4. The SSO shall provide the operating characteristics of Storage Facilities or Groups of Storage Facilities to the TSO for the purposes of the verification of the capability to deliver mandatory stocks of natural gas to the Transmission System within up to 40 days.
  - 2.7.7.5. In case when mandatory stocks are held in a Group of Storage Facilities, the SSO shall, at a written request of the Storage Customer, provide the Storage Customer with information in which Storage Facility, or in which Storage Facilities making part of the Group of Storage Facilities, the Gaseous Fuel constituting the mandatory stocks created by such Storage Customer is kept.

- 2.7.8. A failure to submit the documents referred to in clause 2.7.7 shall not prevent the conclusion of a SSA. In case when the documents referred to in clause 2.7.7 have not been presented to the SSO when the SSA has been concluded, the SSO shall request the Storage Customer to provide clarifications and missing documents, and subsequently (in case of a failure to do so) the SSO may terminate the SSA with immediate effect.
- 2.7.9. If the validity term of the decision of the President of the ERO concerning the determination or validation of the mandatory stocks of the Storage Customer is shorter than the term of the SSA, the Storage Customer shall be obliged, before the term of such decision expires, to deliver a new decision of the President of the ERO to the SSO for the subsequent period, or otherwise the obligation of the Storage Customer to hold the mandatory stocks may be deemed to have ceased.
- 2.7.10. In case when the obligation to hold the mandatory stock by the Storage Customer has ceased, the Storage Customer shall withdraw the Gaseous Fuel previously constituting the mandatory stock no later than until the end of the Withdrawal Period running on this obligation's expiry day, and when such obligation has ceased outside of the Withdrawal Period, or due to technical reasons such Gaseous Fuel cannot be withdrawn by the end of the current Withdrawal Period – no later than by the end of the next Withdrawal Period. In case when the Storage Customer fails to withdraw the Gaseous Fuel within the time limit stipulated in the preceding sentence, the SSO shall have the right to terminate the SSA with immediate effect with respect to the part that concerns Storage Services provided for the purpose of holding the mandatory stock. In such case, the SSO shall have the right to publish the offer to sell the Gaseous Fuel that has not been withdrawn on the OIP, subject to the terms set out in clause 4.8.2, within 12 months of the date of the termination of the SSA. The first, second and third sentence of this clause shall not apply when another SSA is in place, which constitutes the basis for the continued storage by the SSO of the volumes of Gaseous Fuel that belong to the Storage Customer.
- 2.7.11. In case when the SSA terminates prior to the lapse of the dates established by the President the of the ERO in a decision concerning, as appropriate, the validation or determination of the volume of the mandatory stock, in accordance with Article 25 of the Stockpiling Act, the SSO shall have no obligation to further provide Storage Services. In such case the provisions of clause 4.8 shall apply. The first and second sentence of this clause shall not apply when another SSA has been concluded and provides the basis for continued storage by the SSO of the volumes of Gaseous Fuel that belong to the Storage Customer.

- 2.7.12. The Storage Customer that uses Firm Storage Services for other purposes than creating a mandatory stock may, at any time, request the SSO to create mandatory stock on the basis of the Storage Capacity made available in this regard, without being required to request an amendment to the SSA. In such a case, the Storage Customer shall be obliged to comply with the requirement of clause 2.7.4.
- 2.7.13. The SSO shall authorise the creation of the mandatory stock referred to in clause 2.7.12, provided that the condition set out in clause 2.7.4 has been fulfilled and the Storage Services made available on a Firm Basis conform to the requirements of the Stockpiling Act.
- 2.7.14. The amount of Firm Storage Capacity available for the creation of mandatory stocks depends in particular on:
- 2.7.14.1. cavern convergence;
  - 2.7.14.2. occurrence of geological phenomena and reservoir behaviour;
  - 2.7.14.3. decision of the TSO concerning the determination of the Pressures for the withdrawal of mandatory stocks;
  - 2.7.14.4. Transmission Capacity Allocation on a firm basis made by the TSO to the SSO;
  - 2.7.14.5. force majeure;
  - 2.7.14.6. other events beyond the SSO's control.
- 2.7.15. In case of a necessity to reduce the Storage Capacity made available for the purpose of holding a mandatory stock due to the occurrence of any events beyond the control of the SSO, which are referred to in clause 2.7.14, such capacity shall be reduced pro rata for those Storage Customers who hold mandatory stocks, according to the change in the technical capabilities of storing the mandatory stocks in the Storage Facility or Group of Storage Facilities, as compared to their original capabilities. Firm Short-Term Storage Service shall be subject to reduction in the first place, followed by Long-Term Storage Services. The reduction rules set out in clause 3.5.3 shall apply accordingly, and the capacity that cannot be divided pro rata shall be reduced with respect to the Storage Customer that holds the largest Storage Capacity made available for the purposes of holding a mandatory stock.
- 2.7.16. To Storage Customer shall not be allowed to use the Nominal Injection Capacity or Nominal Withdrawal Capacity made available for the purpose of creating and holding a mandatory stock, based on which the mandatory stock has been created and is held, within the scope of other Storage Services made available to that Storage Customer.
- 2.7.17. The unused Nominal Injection Capacity and Nominal Withdrawal Capacity made available for the purpose of creating and holding a mandatory stock shall be offered

by the SSO to all users of a given Storage Facility or a Group of Storage Facilities, as an Intraday Storage Service.

## **2.8. Delivery of the Ticket Service**

- 2.8.1. The Storage Customer providing the Ticket Service shall provide the SSO with information on the entities ordering the Ticket Service, owners of gaseous fuel, volume of the mandatory stock kept on the basis of the Ticket Service by the party ordering the Ticket Service as well as any information that may be relevant to the performance of the obligation set out in clause 1.9.2 The Storage Customer providing the Ticket Service shall inform the SSO immediately about any changes in the above scope.
- 2.8.2. The Storage Customer providing the Ticket Service shall be obliged to provide the SSO with a copy of the decision of the President of the ERO concerning the validation of the level of stocks, or on the determination of the level of stocks of each entity using the Ticket Service immediately upon its receipt.
- 2.8.3. The Storage Customer providing the Ticket Service shall be obliged to provide the SSO with a copy of the decision of the President of the ERO approving the execution of the agreement on the performance of duties concerning the maintenance of the mandatory stocks of natural gas, which is referred to in Article 24.b section 6 of the Stockpiling Act immediately after receiving such decision.
- 2.8.4. In case when the Storage Customer providing the Ticket Service is not the owner of the Gaseous Fuel, the Storage Customer shall have the right, on behalf and for the benefit of the owner of such Gaseous Fuel, to control the make use of the Gaseous Fuel injected in the performance of the Ticket Service to the extent defined in the agreement with the party contracting the Ticket Service and provided that this does not compromise the established mandatory stock.
- 2.8.5. Nominations/Renominations shall be submitted by the Storage Customer providing the Ticket Service on its own behalf in the performance of the Ticket Service, subject to specific rules for mobilising mandatory stocks of natural gas resulting from the TNC and the Stockpiling Act.
- 2.8.6. In case of mobilising the mandatory stocks of natural gas, the SSO shall fulfil the disclosure obligations described in particular in Article 52(3), Article 52a(2) and in Article 52a(4) of the Stockpiling Act.
- 2.8.7. The Storage Capacity allocated for the purposes of creating and maintaining the mandatory stocks of Gaseous Fuel on a priority basis in accordance with clause 3.5.1 point a) or 3.5.9 point (a) shall not be used for the performance of the Ticket Service.



## **2.9. Information about the available Storage Services**

- 2.9.1. Information about contracted and available Storage Services shall be published on the OIP in Polish and English language.
- 2.9.2. The above information shall be published separately for the Storage Facility and Groups of existing Storage Facilities, in quantitative form with accuracy corresponding to minimum quantity unit of Storage Capacity that may be ordered.
- 2.9.3. The information referred to in clause 2.9.1 shall also include the expiry date of booking of each portion of Storage Capacity.
- 2.9.4. The SSO shall update the information specified in clause 2.9.1 each day by 12.00 hours.
- 2.9.5. If the Storage Facility or Group of Storage Facilities is used by one Storage Customer only, and if the President of the ERO issues a decision pursuant to Article 19(4) of Regulation (EC) No 715/2009 permitting non-disclosure by the SSO of information concerning the quantity of Gaseous Fuel stored in the Storage Facility or Group of Storage Facilities, the quantity of Gaseous Fuel injected to and withdrawn from the Storage Facility or Group of Storage Facilities as well as the available capacity of the Storage Facility or Group of Storage Facilities, the SSO shall refrain from disclosing such information to the extent specified in such decision.
- 2.9.6. The information published on the OIP shall include the planned date when the Storage Capacity, including New Storage Capacity, is to be offered, including the information on the existing or new Storage Facilities or Groups of Storage Facilities where such Storage Capacity or New Storage Capacity is to be offered, the scope of the Storage Capacity or New Storage Capacity being made available, as well as the planned starting date for the procedure of Storage Capacity allocation based on an Application (under an Application Procedure or through the Auction procedure. The SSO shall announce on the OIP its intention to carry out the procedure for offering Storage Capacity, subject to the application of the time frames set forth in clauses 3.7 and 3.8.
- 2.9.7. The principles set out in clause 2.9.6 shall apply as appropriate to Storage Capacity that has become available to be offered by the SSO as a result of the expiry or termination of a SSA, in part or in full. When the procedure for offering Storage Capacity, if carried out according to the time frames referred to in clause 2.9.6 above would restrict the ability to use the released Storage Capacity in a given Storage Year, the SSO may announce on the OIP that Applications for a SSA concerning the released Storage Capacity will be considered in the order of their submission, subject to clause 3.5.1 and clause 3.5.2, stating the date from which the Applications may be submitted.

**2.9.8. The following information concerning the Auction Procedure shall be published by the SSO on the OIP:**

- 2.9.8.1. information on the dates of Auctions planned during the period of at least 2 following months, not later than in the month preceding that period. Detailed information, i.e. indication of Storage Facilities and quantities and types of Storage Capacity planned to be made available in the Auction during that period shall be published in accordance with clause 2.9.8.2 below;
- 2.9.8.2. at least 5 Business Days in advance of the relevant Auction – the information on:
  - 2.9.8.2.1. planned date and time of the beginning and end of the Auction,
  - 2.9.8.2.2. type and parameters of the Storage Capacity to be offered in a given Auction,
  - 2.9.8.2.3. period for which Storage Capacity is offered (the period and dates of the provision of Storage Services),
  - 2.9.8.2.4. total amount of Storage Capacity offered in the Auction (Capacity Limit),
  - 2.9.8.2.5. Minimum Price for the Storage Capacity offered in the Auction,
  - 2.9.8.2.6. Storage Facility or Group of Storage Facilities the Storage Capacity of which will be subject to the Auction;
- 2.9.8.3. at least 5 Business Days before the date of the respective Auction, as determined in accordance with clause 2.9.8.1 – the information about the cancellation of the Auction on the planned date together with the reason for its cancellation.

**2.9.9. The following information concerning the Application Procedure shall be published by the SSO on the OIP:**

- 2.9.9.1. planned date and time of beginning and end of the period during which it is possible to submit Applications under the Application Procedure,
- 2.9.9.2. type and parameters of the Storage Capacity to be offered under the Application Procedure,
- 2.9.9.3. period for which the Storage Capacity is being offered (start and end date of the period in which the Storage Service may be provided),
- 2.9.9.4. total amount of Storage Capacity offered under the Application Procedure (Capacity Limit),
- 2.9.9.5. Storage Facility or Group of Storage Facilities in which Storage Capacity is the subject of the Application Procedure,
- 2.9.9.6. in case when the provision of Storage Capacity depends on the fulfilment of a specific condition, other than the presentation of a security instrument by the Storage Customer, information about the fact that the entry into force of the SSA is subject to the fulfilment of the condition with the definition of the condition,
- 2.9.9.7. name of the Application Procedure.

- 2.9.10. The announcement referred to in 2.9.9 above concerning a planned Application Procedure in respect of Short-Term Storage Services should be published by the SSO on the OIP immediately, at least 2 Business Days in advance of the planned starting date of the Application Procedure.
- 2.9.11. No information referred to in clauses 2.9.1, 2.9.6, 2.9.8 and 2.9.9 shall be considered an offer within the meaning of the Civil Code.

## **2.10. Quality parameters of Gaseous Fuel**

- 2.10.1. The Gaseous Fuel to be supplied by the Storage Customer for injection into the Storage Facility and Groups of Storage Facilities must conform to the requirements specified in the TNC.
- 2.10.2. The Gaseous Fuel to be delivered to the Storage Customer from the Storage Facility and Groups of Storage Facilities must conform to the requirements specified the TNC.
- 2.10.3. The SSO reserves the right to suspend the injection of Gaseous Fuel into UGS in case when the quality of Gaseous Fuel is characterised by a Gross Calorific Value lower than 38 MJ/m<sup>3</sup> (10.556 kWh/m<sup>3</sup>) even in case when the TSO accepts such Gaseous Fuel for transportation in the Transmission System.
- 2.10.4. The average monthly Gross Calorific Value of the Gaseous Fuel injected to and withdrawn from each Storage Facility and Group of Storage Facilities shall be published by the SSO on the OIP.

## **2.11. The principles for the determination of the quantity of Gaseous Fuel in energy units**

- 2.11.1. The SSO shall determine the hourly average Gross Calorific Value of Gaseous Fuel injected into or withdrawn from a Storage Facility, including a Storage Facility that is part of a Group of Storage Facilities, in the following way:
  - 2.11.1.1. the SSO shall measure the volume of the Gaseous Fuel injected into or withdrawn from the Storage Facility during the hour;
  - 2.11.1.2. the SSO shall establish the hourly average Gross Calorific Value of the Gaseous Fuel injected into or withdrawn from the Storage Facility, in accordance with the TNC, on the basis of the arithmetic average of Gross Calorific Value measurements taken during a given hour;
  - 2.11.1.3. The product of the volume of Gaseous Fuel established pursuant to the measurement referred to in clause 2.11.1.1 and the average hourly Gross Calorific Value established in accordance with the principles referred to in clause 2.11.1.2 shall be taken as the basis for establishing the quantity of Gaseous Fuel injected to or withdrawn from the Storage Facility during a given hour.

- 2.11.2. The SSO shall establish the average hourly Gross Calorific Value for a Group of Storage Facilities by dividing the sum of the quantities of Gaseous Fuel, as determined in accordance with clause 2.11.1.3 for each Storage Facility comprised in the Group of Storage Facilities, by the sum of the volumes of Gaseous Fuel, as determined in accordance with clause 2.11.1.1 for each Storage Facility comprised in the Group of Storage Facilities.

## **2.12. Entry and exit points**

- 2.12.1. The Gaseous Fuel designated for injection should be delivered by the Storage Customer to the SSO to the Storage Facility or a Group of Storage Facilities at the  $PWY_{OSM}$ .
- 2.12.2. The Gaseous Fuel designated for withdrawal from the Storage Facility or a Group of Storage Facilities should be delivered by the SSO to the Storage Customer at the  $PWE_{OSM}$ .
- 2.12.3. The measurements shall be performed at Entry Points and the Exit Points accordance with the provisions of the TNC.
- 2.12.4. The Entry Points and Exit Points for GSF Sanok, GSF Kawerna and UGS Wierzchowice Storage Facility are published on the SSO's website.

### **Section 3 Procedures for the Conclusion of Storage Service Agreements and Rules of Storage Capacity Allocation**

#### **3.1 Types and procedures for the conclusion of Storage Services Agreements**

- 3.1.1. The SSO shall enter into a Framework SSA and a Long-Term SSA or a Short-Term SSA with the Storage Customer. There is also a possibility of concluding a Day-Ahead SSA, which is a framework agreement and enables the provision of Day-Ahead Storage Services only.
- 3.1.2. The conclusion of a Long-Term Storage Services Agreement as well as the conclusion of a Short-Term Storage Services Agreement, regardless of whether through the Application Procedure or the Auction Procedure, requires the prior conclusion of the Framework SSA by the Applicant.
- 3.1.3. Upon the conclusion of the Framework SSA, the Applicant shall obtain the status of a Storage Customer and shall be entitled to apply for the conclusion of a Long-Term Storage Services Agreement or a Short-Term Storage Services Agreement. An Applicant interested in concluding the SSA based on an Application or through the Auction Procedure should submit an application for a Framework SSA sufficiently in advance with respect to the dates of the Application Procedures under the Storage Code or the dates of Auctions resulting from the schedules announced by the SSO, so that the SSO is able to consider the application for a Framework SSA, and the Applicant can obtain the status of a Storage Customer and participate in these procedures. The status of a Storage Customer shall also be granted to an Applicant that has concluded a Day-Ahead SSA, provided that such Applicant may only apply for the allocation of Storage Capacity under clauses 2.3.1.13 - 2.3.1.18.
- 3.1.4. The Framework SSA and Day-Ahead SSA shall be concluded for an indefinite term.
- 3.1.5. The allocation of Storage Capacity and the provision of Storage Services shall take place on the basis of the conclusion of a Long-Term or Short-Term SSA, and in case of a Day-Ahead SSA – the conclusion of a Day-Ahead SSA, Long-Term SSA or Short-Term SSA, and the acceptance by the SSO of an order placed by the Storage Customer, in accordance with clauses 2.3.1.13 – 2.3.1.16.
- 3.1.6. The minimum term of the Long-Term Storage Services Agreement for the Storage Facility of UGS Wierzchowice and in GSF Sanok shall be 1 Storage Year, and the maximum term of such agreement shall be 4 consecutive Storage Years. The Long-Term Storage Services the Storage Facility of UGS Wierzchowice and GSF Sanok shall be concluded only for a definite term of 1, 2, 3 or 4 consecutive Storage Years.
- 3.1.7. The minimum term of a Long-Term SSA for GSF Kawerna shall be 1 Storage Year or 12 consecutive Gas Months, when not corresponding to a Storage Year, and the

maximum term of such agreement shall be 4 consecutive Storage Years or 48 consecutive Gas Months, when not corresponding to Storage Years. The Long-Term SSAs for GSF Kawerna shall be executed exclusively for a definite term of 1, 2, 3 or 4 Storage Years or 12, 24, 36 or 48 consecutive Gas Months, when not corresponding to Storage Years.

- 3.1.8. The term of the Short-Term SSA for GSF Kawerna shall be:
  - 3.1.8.1. for Monthly Storage Service, the minimum term shall correspond to 1 Gas Month with the maximum term of such agreement being 11 consecutive Gas Months.
  - 3.1.8.2. for Weekly Storage Service, the minimum term shall correspond to 7 consecutive Gas Days with the maximum term of such agreement being 21 consecutive Gas Days.
  - 3.1.8.3. for Day-Ahead Storage Service, the term shall correspond to 1 Gas Day.
- 3.1.9. The term of the Short-Term SSA concerning unallocated Storage Capacity in the Storage Facility of the UGS Wierzchowice or in GSF Sanok, referred to in clause 3.7.33 which may be provided in the course of the current Storage Year, excluding the Reverse Storage Service, may start at 6:00 hours on 1 August of a given year at the latest and shall continue until 6:00 hours on 1 April of the following year.
- 3.1.10. If the beginning or end of the term of the Short-Term SSA occurs during a Gas Month, such Monthly Storage Service shall be settled proportionally to period of provision.
- 3.1.11. The term of the Short-Term SSA in respect of the Reverse Storage Service shall be 9 consecutive Gas Months and continue from 6:00 hours on 1 December of a given year to 6:00 hours on 1 September of the following year.
- 3.1.12. The Short-Term SSAs referred to in clause 3.1.8 shall be executed only for a definite term of 1 Gas Day, 7, 14, or 21 consecutive Gas Days, or 1 Gas Month or its multiple.
- 3.1.13. An Application for a Long-Term SSA which does not meet the requirements specified, as appropriate, in clauses 3.1.6 and 3.1.7, and an Application for a Short-Term SSA which does not meet the requirements specified, as appropriate, in clauses 3.1.8 - 3.1.12 shall be rejected.
- 3.1.14. The SSO reserves the right to reduce the time of offering the Long-Term Storage Service referred to in clauses 3.1.6 and 3.1.7 in order to ensure equal access of all interested parties to the Storage Service in case when the time limit for the submission of Applications for a SSA is reduced or when the Applications are processed in accordance with the order of their submission. When the capability of providing the Long-Term Storage Service by the SSO arose shortly before the beginning of the first Storage Year in which the offered Storage Service is to be provided, such SSA shall still be treated as a Long-Term SSA and the Storage Service provided thereunder shall be treated and settled as a Long-Term Storage Service.

3.1.15. An Application for a SSA, or an Bid submitted by a Storage Customer in the Auction Procedure shall lead to the conclusion of a SSA, provided that they meet the formal requirements set forth, as appropriate, in the Storage Code or in the SSP Terms and Conditions, and in addition:

- 3.1.15.1. sufficient Storage Capacity is available to permit the provision of Storage Services in accordance with clause 2.2.6, in accordance with the scope specified in the Application for the Bid,
- 3.1.15.2. the circumstances that would justify a refusal to provide the Storage Service under the relevant legal regulations do not apply,
- 3.1.15.3. in case of the Application Procedure – the Storage Customer accepts the quantity of Storage Capacity allocated to it under such procedure.

**3.1.16. Procedures for allocating Storage Capacity and concluding the SSA**

3.1.16.1. The SSO shall apply non-discriminatory and transparent procedures for allocating the Storage Capacity and concluding Storage Services Agreements, which:

- 3.1.16.1.1. provide appropriate economic signals for the efficient and maximised utilisation of such capacity, and facilitate investments in new infrastructure;
- 3.1.16.1.2. are compatible with market-driven mechanisms, while maintaining flexibility and the ability to adapt to changing market conditions; and
- 3.1.16.1.3. are compatible with interconnected network access systems;
- 3.1.16.1.4. take into account the integrity and operation of the UGS;
- 3.1.16.1.5. are developed in consultation with the market in order to ensure that they are adapted to the needs of the market to the maximum possible extent;
- 3.1.16.1.6. take into account obligations to ensure the security of gas supply, resulting in particular from the provisions of the Stockpiling Act.

3.1.16.2. The allocation of the Storage Capacity and conclusion of the Storage Services Agreement may take place under the following procedures:

- 3.1.16.2.1. based on an Application (under the Application Procedure) as stipulated in particular in clauses 3.3, 3.5, 3.7 and 3.8, taking into account clauses 2.9.6 and 2.9.7 concerning the offering of the New Storage Capacity or the Storage Capacity released as a result of expiry of the Storage Services Agreement, in part or in full.
- 3.1.16.2.2. pursuant to the Auction Procedure announced on the basis of clause 2.9.8 of the Storage Code and carried out in accordance with the rules set out in particular in clause 3.4, clause 3.6 and clause 3.9 and in the SSP Terms and Conditions.
- 3.1.16.3. The submission, modification, supplementation, as well as possible withdrawal of the Application by the Storage Customer shall be possible only within the

framework of an ongoing Application Procedure, carried out through the SSP, unless:

- 3.1.16.3.1. the SSO will decide to carry out the procedure in another form, e.g. by the means of electronic mail, in particular in the event of failure or malfunction of the SSP.
- 3.1.16.3.2. the SSP does not support a certain functionality, in particular during the implementation period of new SSP functionalities.
- 3.1.16.4. Outside of the periods indicated for the submission of Applications under individual Application Procedures, the submission of Applications shall not be allowed. Applications submitted outside an ongoing Application Procedure shall not be considered, of which the Applicant will be informed immediately by email or in writing. The above also applies to an Application concerning the same Storage Capacity that, according to an Auction announcement posted on the OIP are to be made available under an Auction.
- 3.1.16.5. When Storage Capacity that can be made available exists, the SSO shall take steps to make it available. The SSO shall decide whether this will be done in the Auction procedure or based on an Application, and shall immediately publish information on the OIP concerning a new Auction or new Application Procedure. The information concerning the new procedure shall be published at the dates specified in the Storage Code.
- 3.1.16.6. If, as a result of the Auction or after the conclusion of the Application Procedure, some Storage Capacity remains unallocated, the SSO shall decide whether it is to be made available through the Auction Procedure or through Application Procedure, subject to clause 3.7.22. The above shall also apply to any unallocated Storage Capacity remaining as a result of the cancellation of the Auction or the Application Procedure, as well as following the termination of SSAs concluded as a result of an Auction or Application Procedure, and the cancellation of the result of the Auction or Capacity Allocation made following to an Application Procedure. When the SSO decides that the unallocated Storage Capacity should be made available through an Auction or based on an Application, the Applicant interested in the allocation should submit, as applicable, a new Bid or a new Application, under the new procedure.
- 3.1.16.7. If it is decided by the SSO that Storage Capacity which may be used as a basis for maintaining mandatory stocks is to be made available through the Auction Procedure, prior to the Auction the SSO shall offer such Storage Capacity in the Application Procedure open exclusively to Applicants that are eligible to priority



allocation of the Storage Capacity for the purposes of maintaining mandatory stocks of gas.

- 3.1.16.8. If, under the procedure referred to in clause 3.1.16.7, Applications for SSAs for the purposes of maintaining mandatory stocks are submitted, the SSO shall allocate the Storage Capacity only among the Applicants from the categories eligible to priority allocation referred to in clause 3.5.1 a) in relation to Long-Term SSAs, or in clause 3.5.9 a) in relation to Short-Term SSAs. After the allocation of the Storage Capacity in the categories of Applications eligible to priority allocation specified in clauses 3.5.1 a) and 3.5.9 (a), as well as in the case when no applications for SSAs for the purposes of maintaining mandatory have been received in the procedure referred to in clause 3.1.16.7, the SSO shall make the unallocated Storage Capacity available in the Auction Procedure.

### **3.2 Formal conditions and procedure for the conclusion of a Framework SSA and Day-Ahead SSA**

- 3.2.1 In order to conclude a Framework SSA, the Applicant shall be required to submit an application in writing using the appropriate form made available on the OIP or via the SSP (once this functionality is made available in the SSP). The Polish language version of the Application form shall be binding and the English language version is provided for information purposes only. In case of any inconsistencies between the Polish and English language version, the Polish language version shall prevail.
- 3.2.2 The application for a Framework SSA may be submitted at any time.
- 3.2.3 Together with the application concerning the conclusion for a Framework SSA, the Applicant shall present the following documents and certificates:
- 3.2.3.1 a current excerpt from the business activity register, an excerpt from the National Court Register or a computer printout of information corresponding to the current excerpt from the National Court Register of equivalent force equal to that of documents issued by the Central Information Desk of the National Court Register pursuant to Article 4(4aa) of the Act of 20 August 1997 on the National Court Register (Dz.U.2021.112, consolidated text as amended) or another document confirming the legal capacity of the Applicant (in case of entities having their registered office in the territory of the Republic of Poland), or an equivalent document used in the relevant foreign legal system (in case of entities having their registered office abroad),
- 3.2.3.2 a document certifying the assignment of the tax identification number, current at the application date, for the purposes of value added tax for entities established in the European Union, or a document certifying another equivalent number, current

- at the application date, in the country of establishment of the entity registered outside the European Union,
- 3.2.3.3 a gas trading licence, licence for foreign trade in natural gas or a declaration signed by Applicant's authorised corporate representatives to the effect that Applicant's business activity is not subject to a license requirement under the Energy Law Act,
- 3.2.3.4 optionally – documents enabling the assessment of the Applicant's financial credibility, i.e. documents confirming the financial rating mentioned in the GTC or financial documents, provided that a failure to submit these documents shall not suspend the procedure of concluding the Framework SSA.
- 3.2.4 Until the functionality of the conclusion of the Framework SSA is made available through the SSP, the documents referred to in clause 3.2.3 above should be presented in the form of an original, a copy drawn up by a notary public or a copy certified to be true to the original by a legal counsel, an advocate or by persons authorised to represent the Applicant, except for:
- 3.2.4.1 the computer printout of information corresponding to the current excerpt from the National Court Register of equivalent force to that of documents issued by the Central Information Desk of the National Court Register pursuant to Article 4(4aa) of the Act of 20 August 1997 on the National Court Register (Dz.U.2021.112, consolidated text as amended), as referred to in clause 3.2.3.1.;
- 3.2.4.2 the gas trading licence or licence for foreign trade in natural gas, as referred to in clause 3.2.3.3, which may be presented in the form of a photocopy.
- 3.2.5 Once the functionality enabling the conclusion of a Framework SSA through the SSP has been made available, the Applicant shall be required to provide the documentation indicated in clause 3.2.3 above through the SSP in the form of scans of original documents or scans of copies of documents, certified as true to the original by (an) authorised representative(s) of the Applicant with the note "I certify this document is true to the original". The above certification may also be made by a person registered in the SSP as a representative of the Applicant. At the request of the SSO, the Applicant shall be required to provide the SSO with the originals of these documents or their certified true copies no later than within 3 Business Days of receiving such request.
- 3.2.6 The documentation referred to in clause 3.2.3, drawn up in a language other than Polish, should be translated into Polish by a sworn translator entered on the list of sworn translators maintained by the Minister of Justice. Official documents issued by foreign authorities and institutions must include an official certification of its legality (Apostille clause or other form of official document certification provided for by the law). When the presentation of a photocopy or scan of a specific document is required,

the translation and official certification of the legality of the document should also be produced in the form of a photocopy or scan, unless the SSO requires the presentation of the original document.

- 3.2.7 On the basis of the information provided in the application for the conclusion of a Framework SSA and the documents enclosed thereto, the SSO shall verify the formal and legal compliance of the application.
- 3.2.8 When any documents referred to in clause 3.2.3 are not submitted or the submitted documents do not meet the requirements laid down in clauses 3.2.3 – 3.2.6, or when there are errors or deficiencies in the submitted Application form, the SSO shall specify the deficiencies and request the Applicant to submit a correctly completed Application or supplement the same with appropriate documents or information within **4 Business Days** of the delivery of the request. The request to remove deficiencies of the Application and the removal of such deficiencies by the Applicant can be made in writing or by email, and in the case of an application to conclude a Framework SSA submitted via a the SSP, also via a the SSP. The possibility of removing the deficiencies by email or through the SSP shall not apply to the presentation of the originals of documents.
- 3.2.9 When the Applicant fails to submit a correctly supplemented Application within the time indicated in clause 3.2.8 above, the application shall be deemed to have been withdrawn. If the correctly supplemented application is re-submitted within the time limit indicated in clause 3.2.8 above, it shall be deemed to have been submitted on its original submission date. A failure by the Applicant, despite the request referred to in clause 3.2.8, to submit the financial documents specified in clause 3.2.3.4, shall not preclude further examination of the Application concerning a Framework SSA.
- 3.2.10 The SSO shall advise the Applicant of the outcome of the application processing no later than within 10 Business Days of the submission date of an application that conforms to the requirements under the Storage Code, and in case when the application is approved, provide the Applicant with a draft of the Framework SSA prepared on the basis of the currently applicable model form, to be delivered by email or through the SSP. In case when the draft SSA delivered by the SSO contains manifest errors, the Applicant and the SSO shall promptly proceed to agree the wording of the document by email so as to make it possible to meet the deadline set out in clause 3.2.11 below.
- 3.2.11 Within 5 Business Days of receiving the draft of the Framework SSA, the Applicant shall deliver two (2) signed counterparts of the agreement in writing to the SSO, against a confirmation of receipt, or the agreement may otherwise be deemed non-existent.

- 3.2.12 When the Applicant has delivered a signed counterpart of the Framework SSA, the SSO shall send back the Framework SSA in writing signed by the SSO to the Applicant, against a confirmation of receipt, within 5 Business Days of receiving the same from the Applicant.
- 3.2.13 An entity which is a party to a Framework SSA, in the event of a change in the content of the documents or information provided for the purposes of executing such an agreement shall be required to promptly update the same in the SSP.
- 3.2.14 The SSO shall enter into a Framework SSA with any party that meets the requirements specified in the Storage Code.
- 3.2.15 The provisions of clauses 3.2.1 to 3.2.14 shall apply *mutatis mutandis* to the conclusion of the Day-Ahead SSA, provided that:
- 3.2.15.1 Together with delivering a signed copy of the Day-Ahead SSA to the SSO, the Applicant shall be required to provide the SSO with the originals of the documents confirming that the required financial security instrument has been presented according to the GTC.
- 3.2.15.2 At the request of the Applicant, the SSO may agree to an extension of the time limit for the presentation of the documents confirming the delivery of the financial security instrument by up to 7 days, provided that such documents should be presented, at the latest, two Business Days prior to the placement of the first order by the Applicant as referred to in clause 2.3.1.13.
- 3.2.15.3 The presentation of the security is a **condition precedent to the Day-Ahead SSA**. In the event that the Storage Customer fails to submit the documents confirming that the required financial security instrument has been presented within the deadline indicated in clauses 3.2.15.1 or 3.2.15.2 above, the Day-Ahead SSA shall be deemed not to have been concluded (the agreement shall not enter into force). The requirement to present the originals of the documents shall not apply to the cash deposit confirmation, which may take the form of a printout or scan of the bank transfer confirmation.

### 3.3 Basic formal conditions concerning the Application for a SSA

#### 3.3.1 Application for a SSA

- 3.3.1.1 The Applicant shall be required to submit the Application for a Long-Term SSA or Short-Term SSA via a the SSP, unless the SSO decides to carry out the Application Procedure in another form, in particular due to a failure or malfunction of the SSP. Apart from the above mentioned exception, Applications submitted outside the SSP shall not be considered.

- 3.3.1.2 The following steps shall be required in order to submit an Application through a the SSP:
  - 3.3.1.2.1 conclude a Framework SSA;
  - 3.3.1.2.2 register on the SSP in accordance with the provisions of the SSP Terms and Conditions, provided however that once the functionality enabling the conclusion of a Framework SSA through the SSP has been made available, the registration on the SSP will precede the conclusion of the Framework SSA.
- 3.3.1.3 In order to conclude a Long-Term SSA or Short-Term SSA, the Applicant shall be required to submit an Application for, as applicable, a Long-Term SSA or Short-term SSA within the time limit for the submission of applications as specified under a given Application Procedure.
- 3.3.1.4 Together with the Application for a Long-Term or Short-Term SSA, the following documents should be submitted through the SSP:
  - 3.3.1.4.1 the declaration referred to in clause 2.7.6 when the Applicant submits the Application to create a mandatory stock; to be submitted in the form of a digital document with a qualified electronic signature or, if not possible, in the form of a scan of the signed document, subject to clause 5.1.6;
  - 3.3.1.4.2 the Applicant's declarations in the form of digital documents with a qualified electronic signature, or, if not possible, in the form of a scan of the signed document, subject to clause 5.1.6, confirming that:
    - 3.3.1.4.2.1 the Applicant is the owner of the Gaseous Fuel to be injected to a Storage Facility or a Group of Storage Facilities as part of the Storage Service being subject to the Application, substantially in the form referred to in clause 1.10.1.11, and a declaration containing the Applicant's irrevocable offer to sell the Gaseous Fuel in the circumstances and subject to the conditions described in clause 4.8, substantially in the form referred to in clause 1.10.1.12,  
or
    - 3.3.1.4.2.2 in case when the Applicant is not the owner of the Gaseous Fuel – a declaration of the Applicant's title to the Gaseous Fuel substantially in the form referred to in clause 1.10.1.11, and a declaration of the owner of the Gaseous Fuel containing the consent to the conclusion of the SSA and a declaration of the owner of the Gaseous Fuel containing its irrevocable offer to sell the Gaseous Fuel in the circumstances and subject to the conditions described in clause 4.8, substantially in the form referred to in clause 1.10.1.13;

- 3.3.1.4.3 a scan of the Transmission Ability Allocation to enable the delivery of Gaseous Fuel to the Storage Facility or the Group of Storage Facilities, or the withdrawal of the said fuel from the Storage Facility or Group of Storage Facilities;
- 3.3.1.4.4 a scan of documents, and in case of documents executed in electronic form with a qualified electronic signature – a scan or originals of such documents in electronic form, to enable the verification of the Applicant's financial credibility, i.e.:
  - 3.3.1.4.4.1 documents confirming the financial rating held by the Applicant in accordance with the provisions of the GTC (if the Applicant has such a rating),  
or
  - 3.3.1.4.4.2 in case the Applicant submits an Application for a Long-Term SSA and does not have the rating referred to above – approved separate financial statements for the last financial year and other documents indicated in the GTC enabling the verification of the Applicant's financial credibility, unless the documents have been submitted together with the Application for conclusion of the Framework Storage Services Agreement and are still valid.
- 3.3.1.5 At the request of the SSO, the Applicant shall be required to provide the SSO with the originals or officially certified copies of the documents, not later than within 5 Business Days of receiving the relevant request. The above shall not apply if the Applicant has provided, via the SSP, a document issued in electronic form, confirmed with a qualified electronic signature by its author(s).
- 3.3.1.6 A failure by the Applicant to submit the documents specified in clause 3.3.1.4.4 shall not suspend the processing of the Application for the Long-Term Storage Services Agreement or the Application for the Short-Term Storage Services Agreement, but it shall lead to the obligation to provide financial security and – in the case of the Application for the Long-Term Storage Services Agreement – influence its amount, in accordance with the provisions of the GTC.
- 3.3.1.7 The Applicant may blank out (so as to make it unreadable) any classified information in the presented documents constituting trade secret, provided that this does not obscure any data required for the verification of the Application and excluding the following data contained in the Transmission Ability Allocation submitted by the Applicant: the parties to the Transmission Ability Allocation, the allocated Transmission Ability and the period it has been allocated for, and the numbers of Exit Points from and Entry Points to the Transmission System at the interconnection with the Storage Facility or Group of Storage Facilities.

- 3.3.1.8 The documentation specified to in clause 3.3.1.4, if drawn up in a language other than Polish, should be translated into Polish by a sworn translator entered on the list of sworn translators maintained by the Minister of Justice. Official documents issued by foreign authorities and institutions must include an official certification of its legality (Apostille clause or other form of official document certification provided for by the law). When the presentation of a photocopy or scan of a specific document is required, the translation and official certification of the legality of the document should also be produced in the form of a photocopy or scan, unless the SSO requires the presentation of the original document.
- 3.3.1.9 An Application may only be submitted by persons authorised in the SSP to do so, unless the SSO decides to conduct an Application Procedure outside the SSP. In case when the Applicant acts through an attorney, the capacity of the attorney must result from the power of attorney granted by the Applicant on the form published on the OIP or the SSP.
- 3.3.1.10 For documentation purposes, the SSO may archive all documents relating to the acts performed electronically under the Application Procedure, both in electronic form (on digital information carriers) as well as in the form of paper printouts of the aforementioned documents submitted in electronic form (such as Applications, SSAs, etc.).
- 3.3.2 **Assessment of the Applicant's financial credibility. Performance security instruments**
- 3.3.2.1. The assessment of the financial credibility of the Applicant shall be carried out according to the rules provided for in the GTC. The GTC also set out the rules applicable to the financial security to be established by the Applicant, including its amount and acceptable forms, as well as the rules for maintaining and adjusting the amount of such security.
- 3.3.2.2. In case of SSAs concluded as a result of an Application Procedure, the delivery of a security instrument shall be **a condition precedent to the SSA**, unless the Storage Customer has the financial rating referred to in clause 3.3.1.4.4.1 and provides evidence thereof. In the event that the Storage Customer fails to submit the the originals of the documents confirming that the required financial security instrument has been presented within the deadline indicated in clause 3.7.28 (in case of Long-Term Storage Services) or 3.8.11.3 (in case of Short-Term Storage Services) the SSA shall be deemed not to have been concluded (the agreement shall not enter into force). The requirement to present the originals of the

documents shall not apply to the cash deposit confirmation, which may take the form of a printout of the bank transfer confirmation.

### **3.4 Basic formal conditions for participation in the Auction**

3.4.1 In order to participate in a given Auction announced by the SSO, according to clause 2.9.8 one must:

3.4.1.1 conclude a Framework SSA;

3.4.1.2 register on the SSP in accordance with the provisions of the SSP Terms and Conditions, provided however that once the functionality enabling the conclusion of a Framework SSA through the SSP has been made available, the registration on the SSP will precede the conclusion of the Framework SSA;

3.4.1.3 provide the SSO with the following information and scans of the following documents via the SSP no later than 2 Business Days before the day on which the Auction is scheduled to take place:

(a) the declaration of the Storage Customer referred to in clause 3.3.1.4.2.1 or clause 3.3.1.4.2.2 – in the form of a digital document with a qualified electronic signature or, if not possible, in the form of a scan of the signed document, subject to clause 5.1.6;

(b) a scan of the Transmission Ability Allocation (printout from the Information Exchange System, IES), concluded in accordance with the provisions of the TNC, confirmed with the Applicant's signature, which will enable the performance of the Storage Services Agreement concluded through the Auction procedure;

(c) scans of documents enabling the assessment of the financial credibility of the Storage Customer and the determination of the applicability (or not) of the obligation to provide financial security, in accordance with the provisions of the GTC.

3.4.1.4 before the start of the Auction, obtain from the SSO, through the SSP, a confirmation that the prerequisites for participation in the Auction have been met.

3.4.2 In order to participate in the allocation of the Storage Capacity and conclude the Storage Services Agreement under the Auction procedure, the Storage Customer, during its course, shall submit at least one, and up to three, Bids, each of which shall be treated separately and may result in the allocation of the Storage Capacity and in a different Allocation Price set in relation to each of these Bids, where:

3.4.2.1 the amount of Storage Capacity covered by a single Bid must not exceed the Capacity Limit,

3.4.2.2 the total amount of Storage Capacity covered by all valid Bids submitted in the



Auction by a single Storage Customer must not exceed the Capacity Limit.

- 3.4.3 The SSP enables the conclusion of the SSA by way of declarations of will made in electronic form, including in particular declarations of will made during the Auction concerning the submission of a Bid as well as the declarations of the SSO concerning the result of the Auction and confirmation of the conditions of the SSA concluded through the Auction Procedure. In the event of failure or malfunction of the SSP, confirmation of the terms and conditions of the SSA concluded as a result of the Auction may be provided to the Applicant in writing or by email.
- 3.4.4 For documentation purposes, the SSO may archive all documents relating to the activities referred to in clause 3.4.3 both in electronic form (on digital information carriers) as well as in the form of paper printouts of the aforementioned documents submitted in electronic form (such as Bids, confirmation of the conditions of a SSA concluded through the Auction Procedure, etc.).

### **3.5 The order of allocation of the Storage Capacity under the Application Procedure**

- 3.5.1 SSO shall enter into Long-Term SSAs in accordance with the following order of priority, with Applicants that:
- (a) have submitted an Application for a Long-Term SSA stating that they are obliged to maintain a mandatory stock in accordance with the Stockpiling Act, and that the Application is submitted in order to create the mandatory stock, and the ordered Storage Services would enable and do not go beyond what is necessary for the creation of such stock.
  - (b) have submitted an Application for a Long-Term SSA but do not meet the criteria set out in sub-clause a) above.
- 3.5.2 Subject to clauses 3.5.12 - 3.5.13 below, within each of the categories defined in clause 3.5.1, Storage Capacity shall be allocated in parallel – independently of each other – for the Firm Long-Term Storage Services and Interruptible Long-Term Storage Services, according to the order specified below.
- 3.5.2.1 The order for the allocation of Storage Capacity for the Firm Long-Term Storage Services:
- 1) Firm Storage Service; 4-year term - Bundled Unit, 3-year term - Bundled Unit, 2-year term - Bundled Unit, 1-year term - Bundled Unit,
  - 2) Firm Storage Service; 4-year term - Flexible Bundled Unit, 3-year term - Flexible Bundled Unit, 2-year term - Flexible Bundled Unit, 1-year term - Flexible Bundled Unit,
  - 3) Yearly Firm Storage Service – Unbundled.
- 3.5.2.2 The order for the allocation Storage Capacity under Interruptible Long-Term

## Storage Services

- 1) Interruptible Storage Service: 4-year term - Bundled Unit, 3-year term - Bundled Unit, 2-year term - Bundled Unit, 1-year term - Bundled Unit,
- 2) Interruptible Storage Service: 4-year term - Flexible Bundled Unit, 3-year term - Flexible Bundled Unit, 2-year term - Flexible Bundled Unit, 1-year term - Flexible Bundled Unit,
- 3) Yearly Interruptible Storage Service – Unbundled.

3.5.3 Should some of the Applications be not accepted due to limited availability of Storage Capacity, the SSO, without prejudice to the principles set out in clause 2.3.1.4 and the Technical Specifications, shall allocate the available Storage Capacity to the Applicants that belong to a given category, subject to clause 3.5.2, and such allocation shall be made *pro rata* according to the requested Storage Capacity in each Storage Year (**Pro Rata Rule**)<sup>1</sup>. Any Storage Capacity that cannot be allocated according to the principle of proportionality due to the provisions of clause 2.3.1.4 or the Technical Specifications, shall be allocated to those Applicants that placed an order for a given Storage Year, **starting from the lowest requested quantity**<sup>2i 2A</sup>. Any Storage

<sup>1</sup> The *pro rata* allocation shall be made pursuant to the following formula:

$$\left\lfloor \frac{W_i}{\sum_{i=1}^n W_i} \cdot P \right\rfloor = Lw_i$$

where:

P - number of Bundled Units to be allocated,

W<sub>i</sub> – number of Bundled Units specified by Applicant “i” in the application for Storage Services Agreement,

n – number of Applicants

Lw<sub>i</sub> – number of Bundled Units allocated to Applicant “i” in *pro rata* allocation,

[x] – characteristic of value x – integer part of value x

<sup>2</sup> **Example:** a situation where one Bundled Unit, which is indivisible under the Rules, remains to be allocated following the *pro rata* allocation.

Number of Bundled Units to be allocated P=300 Bundled Units

Orders for Bundled Units specified by Applicants: W<sub>1</sub>= 300 Bundled Units, W<sub>2</sub>= 250 Bundled Units, W<sub>3</sub>=100 Bundled Units

Aggregate order for  $\sum_{i=1}^n W_i = 650$  Bundled Units

As a result of the *pro rata* allocation, Applicants: W<sub>1</sub>, W<sub>2</sub> and W<sub>3</sub>, respectively, received the following allocation: Lw<sub>1</sub> = 138 Bundled Units, Lw<sub>2</sub> = 115 Bundled Units and Lw<sub>3</sub> = 46 Bundled Units

Overall, 299 Bundled Units were allocated and 1 Bundled Unit remains to be allocated to Applicant W<sub>3</sub> who placed an order for the smallest quantity of Bundled Units.

<sup>2A</sup> **Example:** a situation where 3 Bundled Units remain to be allocated following the *pro rata* allocation and cannot be allocated under the Rules.

Number of Bundled Units to be allocated P=300 Bundled Units

Orders for Bundled Units specified by Applicants: W<sub>1</sub>= 200 Bundled Units, W<sub>2</sub>= 100 Bundled Units, W<sub>3</sub>=50 Bundled Units, W<sub>4</sub>= 1 Bundled Unit

Aggregate order for  $\sum_{i=1}^n W_i = 351$  Bundled Units

As a result of the *pro rata* allocation, Applicants: W<sub>1</sub>, W<sub>2</sub> and W<sub>3</sub>, respectively, received the following allocation: Lw<sub>1</sub> = 170 Bundled Units, Lw<sub>2</sub> = 85 Bundled Units, Lw<sub>3</sub> = 42 Bundled Units and Lw<sub>4</sub>= 0 Bundled Units

Overall, 297 Bundled Units were allocated and 3 Bundled Units remain to be allocated. In such case Applicants W<sub>4</sub>, W<sub>3</sub>, and W<sub>2</sub> that ordered the smallest quantity of Bundled Units will each receive one Bundled Unit each.

Capacity that cannot be allocated *pro rata*, or allocated according to the lowest requested quantity, shall be allocated **based on a draw**<sup>3</sup> to be held separately for each Storage Year in which full performance of the services requested in the Applications is impossible, based on the categories specified in clause 3.5.1(a)-(b) and taking into consideration the order of priority among the categories set out in clause 3.5.1(a)-(b).

- 3.5.4 The participation in the draw referred to in clause 3.5.3, shall be open only to entities that requested the same and simultaneously the lowest quantities, which cannot be accepted to the same extent. The draw shall be carried out automatically by the SSP and its results shall be taken into account in the Capacity Allocation. The Storage Customer that has not obtained Capacity Allocation for the first period applied for (neither under the allocation based on the Pro Rata Rule nor according to the lowest requested quantity nor through the draw), but obtained Capacity Allocation through the automatic draw for a subsequent period, shall not obtain the Capacity Allocation neither in the first period nor in the subsequent period due to the lack of required continuity of service, even when the preliminary Capacity Allocation for the subsequent period is displayed in the SSP. In such case, the SSO shall make the necessary adjustment, as a result of which the Storage Capacity shall be allocated to the Storage Customer to which the SSP has allocated Storage Capacity during the first period of service provision.
- 3.5.5 By submitting an Application under the Application Procedure, the Applicant acknowledges and accepts that under that procedure the Storage Customer may be offered lower Capacity Allocation than indicated in the Application, or it may be allocated no Storage Capacity at all, in accordance with the rules set out in the Storage Code and the SSP Terms and Conditions.
- 3.5.6 The Applicant shall have the option to has the possibility to reject, through the SSP, the Storage Capacity resulting from the preliminary Capacity Allocation.
- 3.5.7 In case when the Application covered demand for more than one Storage Year, the allocated Storage Capacity must allow for the provision of Storage Services to start in the first Storage Year. When the allocation of Storage Capacity does not allow for

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<sup>3</sup> **Example:** a situation where two Applicants request the same quantity of Storage Capacity.

Number of Bundled Units to be allocated  $P=500$  Bundled Units

Orders for Bundled Units specified by Applicants:  $W_1= 500$  Bundled Units,  $W_2= 200$  Bundled Units,  $W_3=200$  Bundled Units

Aggregate order for  $\sum_{i=1}^{n=3} W_i = 900$  Bundled Units

As a result of the *pro rata* allocation, Applicants:  $W_1, W_2$  and  $W_3$ , respectively, received the following allocation:  $Lw_1 = 277$  Bundled Units,  $Lw_2 = 111$  Bundled Units and  $Lw_3 = 111$  Bundled Units

Overall, 499 Bundled Units were allocated and 1 Bundled Unit remains to be allocated on the basis of a draw.

the provision of Storage Storage in the first Storage Year, it will not be possible to conclude the SSA neither for the first Storage Year nor for subsequent periods.

3.5.8 If, as a result of the application of the above principles for the allocation of the Long-Term Storage Services, some Storage Capacity remains unallocated, it may be offered according to the order of Application submission (**FCFS Rule**), subject to the priority order set out in clause 3.5.1 and clause 3.5.2.

3.5.9 The SSO shall enter into Short-Term SSAs in accordance with the following order of priority, with Applicants that:

- (a) have submitted an Application for a Short-Term SSA stating that they are obliged to maintain a mandatory stock in accordance with the Stockpiling Act, and that the Application is submitted in order to create the mandatory stock, and the ordered Storage Services enable the creation of such stock and do not exceed the scope is necessary for its creation;
- (b) have submitted an Application for a Short-Term SSA but do not meet the criteria set out in sub-clause a) above.

3.5.10 Subject to clause 3.5.12 below, within each of the categories defined in clause 3.5.9, Storage Capacity shall be allocated in parallel – independently of each other – for the Firm Short-Term Storage Services and Interruptible Short-Term Storage Services. In case when multiple Applications are submitted, and there is not possibility of accepting all of them together, the earlier date of Application submission shall be decisive (**FCFS Rule**). In case when Applications are delivered to the SSO on a the same day, within the meaning of clause 5.1 they shall be deemed to have been delivered simultaneously. In such case, the allocation of Storage Capacity with respect to to such Applications shall be made on a pro rata basis according to the amount of requested Storage Capacity (**Pro Rata Rule**), within each of the categories specified in clause 3.5.9, in the following order:

3.5.10.1 The order for allocating Storage Capacity under Firm Short-Term Storage Services:

- 1) 11-month Firm Storage Service – Bundled Unit,
- 2) 11-month Firm Storage Service – Flexible Bundled Unit,
- 3) 10-month Firm Storage Service – Bundled Unit,
- 4) 10-month Firm Storage Service – Flexible Bundled Unit,

and so on in accordance with the above order starting from 9-month Firm Storage Service to 1-month Firm Storage service, and then:

- 5) 3-week Firm Storage Service – Bundled Unit,

- 6) 3-week Firm Storage Service – Flexible Bundled Unit,
- 7) 2-week Firm Storage Service – Bundled Unit,
- 8) 2-week Firm Storage Service – Flexible Bundled Unit,
- 9) 1-week Firm Storage Service – Bundled Unit,
- 10) 1-week Firm Storage Service – Flexible Bundled Unit,

and then:

- 11) 11-month Firm Storage Service – Unbundled,
- 12) 10-month Firm Storage Service – Unbundled,

and so on in accordance with the above order starting from 9-month Unbundled Firm Storage Service to 1-month Unbundled Firm Storage Service, and then:

- 13) 3-week Firm Storage Service – Unbundled,
- 14) 2-week Firm Storage Service – Unbundled,
- 15) 1-week Firm Storage Service – Unbundled.

3.5.10.2 The order for allocating Storage Capacity under Interruptible Short-Term Storage Service:

- 1) 11-month Interruptible Storage Service – Bundled Unit,
- 2) 11-month Interruptible Storage Service – Flexible Bundled Unit,
- 3) 10-month Interruptible Storage Service – Bundled Unit,
- 4) 10-month Interruptible Storage Service – Flexible Bundled Unit,

and so on in accordance with the above order starting from 9-month Interruptible Storage Service to 1-month Interruptible Storage service, and then:

- 5) 3-week Interruptible Storage Service – Bundled Unit,
- 6) 3-week Interruptible Storage Service – Flexible Bundled Unit,
- 7) 2-week Interruptible Storage Service – Bundled Unit,
- 8) 2-week Interruptible Storage Service – Flexible Bundled Unit,
- 9) 1-week Interruptible Storage Service – Bundled Unit,
- 10) 1-week Interruptible Storage Service – Flexible Bundled Unit,

and then:

- 11) 11-month Interruptible Storage Service – Unbundled,
- 12) 10-month Interruptible Storage Service – Unbundled,

and so on in accordance with the above order starting from 9-month Unbundled

Interruptible Storage Service to 1-month Unbundled Interruptible Storage service, and then:

- 13) 3-week Interruptible Storage Service – Unbundled,
- 14) 2-week Interruptible Storage Service – Unbundled,
- 15) 1-week Interruptible Storage Service – Unbundled.

- 3.5.11 The provisions of clauses 3.5.3 - 3.5.6 shall be applied as appropriate to Applications for a Short-Term SSA.
- 3.5.12 The priority order set out in clause 3.5.1(a) and in clause 3.5.9(a) shall only apply in relation to allocation of Storage Capacity offered under the Firm Storage Services in the form of Bundled Units as well as in the form of Flexible Bundled Units, comprising the Injection Capacity and Withdrawal capacity ordered jointly and corresponding, respectively, to the Injection Capacity and Withdrawal Capacity defined for the Firm Storage Services in the form of Bundled Units. Flexible Bundled Units with an Injection Capacity and Withdrawal Capacity corresponding to the Injection Capacity and Withdrawal Capacity defined for a Bundled Unit shall be subject to allocation according to the same order as Bundled Units.
- 3.5.13 Applications for a Long-Term SSA shall be considered before Applications for a Short-Term SSA.

### **3.6 The order of allocation of the Storage Capacity under the Auction procedure**

The allocation of the Storage Capacity under the Auction procedure shall take place in the order indicated below:

- 3.6.1 First, the allocation of Storage Capacity – up to the Capacity Limit – is made to Storage Customer that submitted the Bid with the highest Price.
- 3.6.2 If the next Bid in the ranking of Bids indicates an amount of Storage Capacity greater than the quantity of Storage Capacity remaining to be allocated in the Auction, the allocation for the benefit of the Storage Customer that submitted that Bid shall correspond to all the remaining Storage Capacity to be allocated.
- 3.6.3 If it is not possible to allocate the Storage Capacity in the full amount indicated in the Bid, this Bid is the basis for a partial allocation of the Storage Capacity.
- 3.6.4 If, in accordance with the above rules, Bids of at least two Storage Customers indicating the same Bid Price participate in the allocation of Storage Capacity, and when combined they cover an amount of Storage Capacity exceeding than the amount of Storage Capacity remaining to be allocated in the Auction, the allocation of such Storage Capacity shall be made on a pro rata basis according to the amount of Storage Capacity indicated in the Bids (**Pro Rata Rule**). The Storage Capacity which,

due to the principle of indivisibility of the Bundled Unit stipulated in the Storage Code or in the provisions of the Technical Specifications, cannot be allocated on a pro rata basis in accordance with the previous sentence, shall be allocated to the Storage Customers participating in the pro rata allocation, in an order depending on which Bid was submitted earlier (**FCFS Rule**).

### **3.7 The procedure for concluding the Long-Term Storage Services Agreement under the Application Procedure**

- 3.7.1 The Long-Term SSAs shall be executed by the SSO in accordance with the procedure set out in the present clause and the order specified in clause 3.5, once the requirements specified in clause 3.3. have been satisfied.
- 3.7.2 The Long-Term SSA must be preceded by the conclusion of the Framework SSA.
- 3.7.3 In the Application for a Long-Term SSA, the Applicant shall specify the monthly quantities of Gaseous Fuel to be injected and withdrawn in each Storage Year when the Storage Service requested in the Application is to be provided, and in case of GSF Kawerna, in each Storage Year or in each period covering 12 consecutive Gas Months, when not corresponding to a Storage Year, when the Storage Service requested in the Application is to be provided.
- 3.7.4 The Application for a Long-Term SSA may be submitted only under an ongoing Application Procedure, provided that:
  - 3.7.4.1 The Application Procedure concerning the Long-Term SSA shall be carried out at least once a year, at a date that allows for Storage Capacity to be made available for the coming Storage Year. The Application submission period under the procedure, for Applications to be considered according to the Pro Rata Rule, shall begin not later than at 15:00 hours on 1 February of the calendar year in which the Storage Year when the provision of Storage Services is to begin starts, and shall end at 15:00 hours on **20 February** of the calendar year in which the Storage Year in which the provision of Storage Services is to begin starts. When the above dates fall on a day other than a Business Day, they will be adjusted accordingly so that they fall on the first following Business Day.
  - 3.7.4.2 Under the annual procedure described above, the SSO may set up a separate Cluster in which Applications will be considered according to the FCFS Rule, unless all Storage Capacity is allocated within a previous Cluster according to the Pro Rata Rule. The submission date for Applications to be considered according to the FCFS Rule shall begin following the conclusion of submission period for Applications to be considered according to the Pro Rata Rule and end at 15:00 hours on **17 March** of the calendar year in which the Storage Year in which

the provision of Storage Services is to begin starts.

- 3.7.4.3 Instead of creating a separate Cluster, as referred to in 3.7.4.2 above, the SSO may decide to announce a separate Application Procedure under which Applications will be considered according to the FCFS Rule, if any Storage Capacity remains unallocated under the procedure carried out according to the Pro Rata Rule.
- 3.7.4.4 If all Storage Capacity is has been allocated before the end of the submission period for Applications to be considered according to the FCFS Rule, the SSO may decide to terminate the Application Procedure at an earlier date, in which case such decision shall be immediately announced on the OIP.
- 3.7.4.5 The Application Procedure is carried out on the SSP. In justified cases, in particular when, due to a failure or malfunction of the SSP or other unforeseen circumstances, the time for conducting the Application Procedure on the SSP is prolonged or when it is not possible to conduct the procedure on the SSP, the SSO may decide to conduct the procedure outside the SSP (to continue the procedure outside the SSP or to conduct a new Application Procedure outside the SSP). The SSO shall immediately announce the above on the OIP indicating the date and rules for conducting the procedure outside the SSP (in particular the deadlines for submitting and processing Applications and the rules for exchanging information and submitting declarations under such procedure; however, the allocation order described in clause 3.5 must not be altered), and such rules should reflect as far as possible the rules for conducting the procedure on the SSP, although the SSO may decide to consider the Applications in the course of a single round of Capacity Allocation. In case when the procedure is carried out outside the SSP, the starting date of the provision of Storage Services covered by the procedure may be postponed accordingly. In case when the Application Procedure is carried out outside the SSP, the exchange of information and submission of statements between the SSO and the Applicant may take place in writing or by e-mail.
- 3.7.5 Based on the information provided in the Application and the documents attached thereto, the SSO shall verify the Application for a SSA in terms of formal and legal compliance with respect to the requirements laid down in clause 3.3.
- 3.7.6 When the required documents referred to in clause 3.3 are not submitted, or the documents submitted do not conform to the requirements set out in clause 3.3, or when the submitted Application contains errors or deficiencies, the SSO shall request the Applicant via the SSP or by email to submit a correctly completed Application, indicating the deficiencies, or to supplement the same with appropriate documents and information, within **4 Business Days** from the date of receiving the request, and



in case of an Application Procedure concerning the Long-Term Storage Service allocated according to the FCFS Rule, a deadline of **2 Business Days** shall be set for removing any deficiency.

- 3.7.7 The correction of any deficiencies by the Applicant shall be done by means of the SSP, and in cases where this is not possible – by email or in writing.
- 3.7.8 If the Applicant fails to submit a correctly supplemented Application within the time mentioned in clause 3.7.6, the Application shall be rejected by the SSO. If a correctly supplemented Application is re-submitted to the SSO within the time limit mentioned in clause 3.7.6, it shall be deemed to have been submitted on its original submission date. The Applicant's failure to submit the financial documents specified in clause 3.3.1.4.4 shall not preclude further processing of the Application and in such a case the first and second sentence shall not apply, however the amount of the financial security for the Long-Term SSA shall then be set at the maximum level determined in accordance with the provisions of the GTC.
- 3.7.9 Following a positive verification for legal and formal compliance, the Application shall undergo technical evaluation, subject to clause 3.1.15. During such evaluation, the SSO shall verify the compliance with the technical conditions set out in the Technical Specifications.
- 3.7.10 The information about the preliminary Capacity Allocation shall be communicated to the Applicant through the SSP, provided that:
  - 3.7.10.1 The information about the first preliminary Capacity Allocation shall be provided by the SSO within **10 Business Days** from the end of the Application submission period under a given Application Procedure (or a given Cluster), and in case of an Application Procedure concerning the Long-Term Storage Service allocated according to the FCFS Rule, within **10 Business Days** from the submission of a complete Application under a given Application Procedure;
  - 3.7.10.2 The publication of a subsequent preliminary Capacity Allocation on the SSP shall take place within **48 hours** from the date of publication of the first preliminary Capacity Allocation on the SSP. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).
  - 3.7.10.3 The SSO shall have the right to extend the time limit for providing the Applicant with information about the preliminary Capacity Allocations and the final Capacity Allocation in the case of Storage Capacity allocated according to the FCFS Rule, if the consideration of the Application as to the substance depends on the consideration of the Application or Applications of other Applicants for which the time limit has not yet expired. In such a case, the extension may be made by no longer than the time needed to consider the Application or Applications of other

Applicants referred to above.

3.7.11 After the publication of the first preliminary Capacity Allocation on the SSP, the Applicant that obtained all or part of the requested Storage Capacity, may take the following decisions by clicking the appropriate button on the SSP:

3.7.11.1 **“Accept the allocation”** – By clicking this button the Applicant accepts the allocation of Storage Capacity in the amount resulting from the preliminary Capacity Allocation. At that point, the Capacity Allocation to a given Applicant shall become final, subject to the terms concerning Bundled Units allocated through a draw procedure. Once the final Capacity Allocation is approved by the SSO, the actions related to the conclusion of the SSA described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically by the SSP is introduced);

3.7.11.2 **“Accept the allocation and wait”** – By clicking this button the Applicant accepts the partial Capacity Allocation in the amount resulting from the preliminary Capacity Allocation but continues to participate in the Application Procedure, waiting for the potential opportunity for the allocation of further Storage Capacity (up to the amount of Storage Capacity indicated in the Application), if other Applicants reject their preliminary Capacity Allocations, and subject to clause 3.7.12 below;

3.7.11.3 **“Reject the allocation”** – By clicking this button, the Applicant rejects the allocation of Storage Capacity in the amount resulting from the preliminary Capacity Allocation and, in order to confirm its decision, is required to indicate in an additional field the reason for rejecting the Capacity Allocation in that amount, provided that:

3.7.11.3.1 **The Applicant may also indicate in this field a different amount of Storage Capacity that it accepts** (lower than that amount resulting from the preliminary Capacity Allocation), indicating the amount of accepted Storage Capacity. Such declaration shall be tantamount to accepting the Capacity Allocation in the smaller amount indicated by the Applicant and renouncing the participation in the potential subsequent rounds of Storage Capacity allocation.

3.7.11.3.2 **If the Applicant, by selecting “Reject the allocation” button, indicates in the additional field a lower amount of Storage Capacity with respect to one or more of the periods applied for**, then the final Capacity Allocation for this one or more of the periods indicated will reflect the lower amount of Storage Capacity indicated by the Applicant, and for the remaining periods covered by the Application, it will reflect the amount of Storage Capacity resulting from the preliminary Capacity Allocation, subject to the rules concerning Bundled Units

- allocated through a draw procedure. In such a case, with respect to the periods for which no lower amount of Storage Capacity satisfactory to the Applicant has been indicated in the additional field, it is deemed that the Applicant accepts the amount of Storage Capacity resulting from the preliminary Capacity Allocation;
- 3.7.11.3.3 **If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Applicant wishes to reject in full the Capacity Allocation for anyone or the other periods, this should be clearly indicated** by entering a zero value for that period. In doing so, the Storage Customer should take into account the requirement of continuity of the provision of Storage Services;
- 3.7.11.3.4 In the cases indicated in clauses 3.7.11.3.1 - 3.7.11.3.3, the Capacity Allocation to a given Applicant of the smaller amount of Storage Capacity indicated by the Applicant shall then become final, subject to the rules applicable to Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Storage Code, the allocation of such amount of Storage Capacity would prove impossible. Once the final Capacity Allocation is approved by the SSO, the actions related to the conclusion of an agreement described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically in the SSP is introduced);
- 3.7.11.3.5 When the Applicant has rejected the preliminary Capacity Allocation and has not indicated a different, lower amount of Storage Capacity it accepts in a separate field on the SSP, this shall be tantamount to withdrawing the Application in full and renouncing the participation in the Application Procedure.
- 3.7.12 Applicants that have obtained 100% of the Storage Capacity they applied for in the preliminary Capacity Allocation shall not be allowed to select the option provided for in clause 3.7.11.2 ("Accept the allocation and wait"), i.e. they shall not be allowed to participate in possible subsequent allocation rounds and obtain more Storage Capacity than the amount they applied for.
- 3.7.13 The option referred to in clause 3.7.11.3 ("Reject the allocation") may be selected both by the Applicants that in the preliminary Capacity Allocation were offered only a part of the requested Storage Capacity, as well as those Applicants that in the preliminary Capacity Allocation obtained 100% of the Storage Capacity they applied for. In both cases, the Applicant may indicate a different, lower amount of Storage Capacity it accepts or not indicate any amount it accepts, which shall be tantamount to withdrawing the Application in full and renouncing the participation in the Application Procedure.

- 3.7.14 The Storage Capacity released during the first round of Capacity Allocation described above shall be automatically transferred to the next round, where the SSP reallocates the Storage Capacity that was not previously accepted by making a subsequent preliminary Capacity Allocation, taking into account the decisions made so far by the Applicants participating in the Application Procedure (**the amounts allocated in the first and second round of Capacity Allocation will be added up**). **Those Applicants that have been not allocated any Storage Capacity in the first round shall also take part in the second round.** The information about the subsequent preliminary Capacity Allocation shall be displayed in the SSP, and the Applicants that participate in that round (i.e. the Applicants that selected the option referred to in clause 3.7.11.2 “Accept the allocation and wait” and the Applicants that did not obtain any Storage Capacity in the first round of Capacity Allocation, and were allocated Storage Capacity by the SSP in the second round), may choose one of the following options:
- 3.7.14.1 **“Accept the allocation”** – By clicking this button the Applicant accepts the allocation of Storage Capacity in the amount resulting from the second preliminary Capacity Allocation. At that point, the Capacity Allocation to a given Applicant shall become final, subject to the terms concerning Bundled Units allocated through a draw procedure. Once the final Capacity Allocation is approved by the SSO, the actions related to the conclusion of the an agreement described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically SSP is introduced in the SSP);
- 3.7.14.2 **“Accept the allocation and wait”** – By clicking this button, the Applicant accepts a partial Capacity Allocation in the amount resulting from the second preliminary Capacity Allocation but has the option of obtaining the allocation of additional Storage Capacity (up to the amount of Storage Capacity indicated in the Application), which may remain unallocated after the end of the second round of Capacity Allocation and the conclusion by the SSO of SSAs with the other participants of the Application Procedure. When, after the end of the second round of Capacity Allocation, no Storage Capacity remains unallocated, the preliminary Capacity Allocation for the Applicant that selected the option "Accept the allocation and wait" shall become the final Capacity Allocation, subject to the rules concerning Bundled Units allocated through a draw procedure. Once the final Capacity Allocation is approved by the SSO, the actions related to the conclusion of the SSA described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically is introduced in the SSP);

- 3.7.14.3 **“Reject the allocation”** – By clicking the above button, the Applicant rejects the allocation of Storage Capacity **exceeding** the amount accepted in the previous round of Capacity Allocation, and is, at the same time, obliged to indicate, in an additional field, the reason for rejecting the additional Capacity Allocation, with a proviso that:
- 3.7.14.3.1 **In that field, the Applicant may also indicate a different accepted amount of Storage Capacity** indicating the amount of Storage Capacity the Applicant would like to obtain but not lower than the amount resulting from the previous preliminary Capacity Allocation (obtained in the first round of Capacity Allocation) and not greater than the one offered in the current preliminary Capacity Allocation. Such indication shall be tantamount to the acceptance of the Capacity Allocation for such lower amount of Storage Capacity indicated by the Applicant. The Capacity Allocation to the Applicant corresponding to the indicated lower amount of Storage Capacity shall then become final, subject to the rules applicable to Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Storage Code, the allocation of such amount of Storage Capacity would prove impossible;
- 3.7.14.3.2 **If the Applicant, when selecting the option “Reject the allocation”, indicates a lower amount of Storage Capacity in the additional field with respect to one or more of the periods applied for**, then the final Capacity Allocation for this one or more of the periods indicated will reflect the lower amount of Storage Capacity indicated by the Storage Customer, and for the remaining periods covered by the Application, it will reflect the amount of Storage Capacity resulting from the preliminary Capacity Allocation, subject to the rules concerning Bundled Units allocated through a draw procedure and other cases in which, in accordance with the provisions of the Storage Code, the allocation of such amount of Storage Capacity would prove impossible;
- 3.7.14.3.3 **If, when reducing the amount of Storage Capacity with respect to one or more of the periods covered by the Application, the Applicant wishes to reject in full the Capacity Allocation for any of the other periods, this should be clearly indicated** by entering a zero value for that year. In doing so, the Storage Customer should take into account the requirement of continuity of the provision of Storage Services;
- 3.7.14.3.4 When the Applicant has rejected the preliminary Capacity Allocation and has not indicated another smaller amount of Storage Capacity it accepts in a separate field in the SSP, this shall be tantamount to the allocation of the amount of Storage Capacity resulting from the first round of Capacity Allocation

- (from the first preliminary Capacity Allocation) to that Applicant, subject to the rules applicable to Bundled Units allocated through a draw procedure;
- 3.7.14.3.5 Once the final Capacity Allocation is approved by the SSO, the actions related to the conclusion of an agreement described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically in the SSP is introduced).
- 3.7.15 With respect to the second round of Capacity Allocation, clauses 3.7.12 and 3.7.13 shall apply as appropriate.
- 3.7.16 The Applicant shall have **24 hours** from the date of publication in the preliminary Capacity Allocation for the current round of Capacity Allocation on the SSP to take the decisions referred to in clauses 3.7.11 and 3.7.14. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline. Accordingly, when the expiry of the deadline falls on a day which is not a Business Day, the deadline shall expire at the same hour on the following Business Day.
- 3.7.17 A failure by the Applicant to respond within the above deadline **shall be treated as the Applicant's acceptance of the allocation of Storage Capacity in the amount resulting from the current preliminary Capacity Allocation ("Accept the allocation")**. In the event that, for technical reasons attributable to the Applicant, the Applicant is unable to respond via the SSP, it should inform the SSO of its decision by e-mail sent to the SSP mailbox address ([platforma.usum@gas-storage.pl](mailto:platforma.usum@gas-storage.pl)) from the address indicated at the time of registration on the SSP, together with the reason for the inability to enter the response in the SSP.
- 3.7.18 The final result of the allocation of Storage Capacity will be published in the SSP **within 96 hours** of the date of publication in the SSP of the first preliminary Capacity Allocation made during the first round of Capacity Allocation, subject to clause 3.7.10.3 and clause 3.7.22. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).
- 3.7.19 Upon completion of the Application Procedure, the Applicant shall obtain, through the SSP, information about the final amount of allocated Storage Capacity. The SSO shall inform the Applicant about the result of the assessment of its financial credibility and the value of the required financial security through the SSP or by email, within **3 Business Days** from the date of the final Capacity Allocation under the Application Procedure, not later than upon making available the draft SSA in the SSP.
- 3.7.20 When the Capacity Limit has been fully allocated in the first round of Capacity Allocation, or no Applicant has selected the option "Accept the allocation wait" in the first round, the second round of Capacity Allocation shall not be carried out.
- 3.7.21 When Storage Capacity remains unallocated under the first or second round of

Capacity Allocation, and such Storage Capacity cannot be allocated in accordance with the Storage Code, in particular due to the indivisibility of the Bundled Unit, and the draw procedure has to be applied, the SSP shall proceed with an automatic draw. The Storage Capacity that cannot be divided *pro rata* shall be automatically allocated at random by the SSP among the eligible Applicants. The Storage Customer to whom Storage Capacity in the first period of service provision (in the first year of service provision) has been allocated at random by the SSP shall win the draw. The SSO shall approve the final Capacity Allocations of the participants to the draw taking into account the outcome, of the draw and the above principle, and shall inform the participants through the SSP about the final Capacity Allocation.

3.7.22 When Storage Capacity remains unallocated after the completion of the Application Procedure, the SSO shall first offer it by e-mail to those Applicants participating in the procedure whose Applications have not obtained any allocation of Storage Capacity, and to those Applicants whose Applications have not been fully accepted under the procedure. The SSO shall notify the Applicant of the possibility of allocating Storage Capacity without undue delay, and the Applicant shall notify the SSO by email, within 24 hours, whether it is interested in obtaining the allocation of Storage Capacity and to what extent. With respect to the additional Storage Capacity referred to above, the SSO shall apply the principles of Storage Capacity allocation set out in the Storage Code. In case when the proposal to allocate additional Storage Capacity is accepted, the final Capacity Allocation shall include the Storage Capacity resulting from the amounts accepted under the first and second round of the Capacity Allocation plus the additional Capacity Allocation accepted by the Applicant. Once the final Capacity Allocation is made by the SSO, the actions related to the conclusion of an agreement described in clause 3.7.25 shall be undertaken (until the functionality whereby the confirmation of the conclusion of the SSA is generated automatically is introduced in the SSP). In the event that the Applicant does not express interest in the allocation of additional Storage Capacity (including in the absence of a response from the Applicant), the allocation of Storage Capacity resulting from the amounts accepted in the first and second round of Capacity Allocation carried out in the SSP shall remain binding.

3.7.23 In the event that, following the Application Procedure and having exhausted the options for the allocation of Storage Capacity in accordance with clause 3.7.22, some Storage Capacity remains unallocated, the SSO shall decide whether to make it available in a subsequent Application Procedure or in an Auction, taking into account the expected starting date for the provision of the Storage Service and the technical and economic conditions for making such capacity available.

- 3.7.24 Subject to clause 3.7.25 below, following the final Capacity Allocation, a confirmation of the conclusion of the SSA shall be made available by the SSO to the Applicant via the SSP, including in particular the amount of Storage Capacity allocated under a given Application, the date of conclusion of the SSA and an indication of the authorised person who approved the SSA on behalf of the SSO. The document shall be made available in the SSP in an electronic form in PDF format. The document shall constitute a confirmation of the conclusion of the SSA in an electronic form subject to clause 3.3.2.2 and shall not require the signature of either party to the agreement. If the above document cannot be made available via the SSP, the SSO shall send it to the Storage Customer in a hard copy form or by e-mail.
- 3.7.25 Until the functionality to automatically generate a confirmation of the conclusion of the SSA is introduced in the SSP, the conclusion of the SSA under the Application Procedure shall be as follows:
- 3.7.25.1 After the final Capacity Allocation is made, taking into account clause 3.7.22, a draft SSA shall be made available to the Applicant in the SSP, where the name(s) of the person(s) representing the Applicant and contact persons on the part of the Applicant may be entered; the SSO may also request the Applicant by email to provide these details so that they are entered in the draft SSA by the SSO;
- 3.7.25.2 Once the necessary details have been filled, the SSA should be signed by means of a qualified electronic signature by (a) person(s) authorised to represent the Applicant and delivered by the Applicant to the SSO through the SSP – within 3 Business Days from the date of making the draft SSA available in the SSP;
- 3.7.25.3 Within the following 2 Business Days, the SSA shall be signed by the SSO, also by means of a qualified electronic signature, and then it shall be immediately made available in the SSP;
- 3.7.25.4 Once the mutually signed SSA (or two copies thereof, each signed by one of the Parties) has been made available by the SSO in the SSP, the SSA shall be deemed to have been concluded, subject to the presentation of a security as required under clause 3.3.2.2;
- 3.7.25.5 In case when it is not possible to deliver the above documents via the SSP, they may be sent by e-mail. In case when it is not possible to sign the SSA by means of a qualified electronic signature, it shall be possible to conclude the SSA in the conventional form, through exchanging signed copies of the agreement between the parties. The lack of the possibility to sign the agreement by the means of a qualified electronic signature should be immediately notified by the Applicant, within 1 Business Day from the date on which the draft SSA is made available in the SSP, so that the conclusion of the SSA takes place within 5 Business Days



from the date on which the draft SSA is made available in the SSP.

- 3.7.26 In case when the draft SSA contains manifest errors, the Applicant and the SSO will promptly proceed to agree the wording of the document by electronic mail so as to make it possible to keep the deadline set out in clause 3.7.25.5.
- 3.7.27 In case of the Applicant's failure to deliver the signed SSA to the SSO within the time limit set forth in clauses 3.7.25.2 or 3.7.25.5, the SSA shall be considered not to have been concluded and the Application for a SSA shall be deemed withdrawn, of which the SSO shall immediately advise the Applicant.
- 3.7.28 The Applicant shall, within **7 Business Days** from the date on which the draft SSA is made available in the SSP, or of receiving the information referred to in clause 3.7.24, shall present the SSO with documents confirming the submission of the financial security established in accordance with the provisions of the GTC.
- 3.7.29 At the request of the Applicant, the SSO may express its consent to the extension of the documents confirming the provision of the financial security instrument by up to 14 days.
- 3.7.30 If the Applicant fails to provide documents confirming the submission of financial security within the time limit set in accordance with clauses 3.7.28 – 3.7.29, the SSA shall be considered not to have been concluded and the Application for concluding the SSA shall be deemed withdrawn, of which the SSO shall immediately inform the Applicant.
- 3.7.31 The provisions of clause 2.4 and clauses 3.7.1 to 3.7.30 shall also apply to the conclusion of a SSA that covers New Storage Capacity, the offering of which shall be announced by the SSO in accordance with clause 2.9.6. The SSO shall inform the Applicants of the assumed technical parameters of the New Storage Capacity and the expected date of its availability and the time frame applicable to the announced procedure, which may differ from the general time frame adopted in the Storage Code. The Applicants may submit Applicants for a SSA in respect of New Storage Capacity as part of an Application Procedure that covers the New Storage Capacity. The above rules apply *mutatis mutandis* to Storage Capacity released due to the expiry of a SSA, either in part or in full, as well as to Storage Capacity released due to a reduction of Storage Capacity under the Contractual Congestion management procedure.
- 3.7.32 Where, at the time of Application submission, the applicable Tariff does not cover the New Storage Capacity, the value of the required financial security shall be determined on the basis of the tariff rates of charges applicable to the Storage Capacity covered by the Tariff, as appropriate for the Storage Services indicated by the Applicant in the Application for a SSA. The SSO shall inform the Storage Customer of the new value of the security, as calculated in accordance with the provisions of the GTC, within 7

Business Days from the moment of the approval of the Tariff for the New Storage Capacity. In such case, SSO may demand that the value of the security instrument be increased or the Storage Customer may demand that the value of the security instrument be reduced, as the case may be, within 30 Business Days.

- 3.7.33 Any Storage Capacity of the UGS Wierzchowice Storage Facility or GSF Sanok that are not contracted on the starting date of the Storage Year, and were not allocated under the annual Application Procedure referred to in clause 3.7.4 (including the allocation according to the FCFS Rule under clause 3.7.4.2 or clause 3.7.4.3) shall be made available as Short-Term Storage Services to be provided under the Short-Term SSA referred to in clause 3.1.9 and clause 3.1.10. Applications for such a Short-Term SSA shall be considered under a separate Application Procedure (or in several separate Application Procedures), for which the Application submission period should start at the latest on **30 April** of the Storage Year in which the provision of the Storage Service is to start, and end at the latest on **15 July** of the Storage Year in which the provision of the Storage Service is to start, according to rules set out in clause 3.5.10. The time frames under the procedure for considering Applications indicated in clause 3.8 shall apply as appropriate. to the above Applications. In case when all Storage Capacity has been allocated before the end of the Application submission period, the SSO may decide to terminate the Application Procedure at an earlier date.
- 3.7.34 After the expiry of time limits for the submitting Applications for a Short-Term SSA under the procedure indicated in clause 3.7.33, the injection of Gaseous Fuel to the UGS Wierzchowice Storage Facility or GSF Sanok in the current Storage Year shall be possible under a SSS which covers the Reverse Storage Service. Applications for the provision of the Reverse Storage Service may be submitted between **August 1 and November 14**, according to the rules set forth in clause 3.5.10. The time frames under the procedure for considering Applications indicated in clause 3.8 shall apply as appropriate to the above Applications.
- 3.7.35 Amendment of a Long-Term Storage Services Agreement:
- 3.7.35.1 The Storage Customer may submit an application to the SSO for change of the ordered Storage Capacity for the following Storage Year not later than by 15:00 hours on 20 February.
- 3.7.35.2 The applications referred to in clause 3.7.35.1 shall be processed by the SSO taking into account the principles laid down in clause 3.5.
- 3.7.35.3 The Application may be submitted in writing, by email or through the SSP (after this functionality is made available in the SSP). The provisions of clauses 3.7.3, 3.7.5 - 3.7.9, 3.7.19 and 3.7.24 - 3.7.30 shall apply as appropriate to the procedure for changing the amount of ordered Storage Capacity. Until the implementation of

the functionality for changing the amount of ordered Storage Capacity through the SSP, any correspondence between the parties concerning such application shall be carried out by email, except for the cases where the delivery of the original copy of a document is required.

### **3.8 Conclusion of a Short-Term SSA under the Application Procedure.**

- 3.8.1 Short-Term SSAs shall be concluded by the SSO in accordance with the procedure set out in the following clauses and the order specified in clause 3.5, following the satisfaction of the requirements specified in clause 3.3.
- 3.8.2 Day-Ahead SSAs are not Short-Term SSAs. The Day-Ahead SSAs shall be concluded in accordance with the regulations provided for in clause 3.2.15 and the following provisions are not applicable to them.
- 3.8.3 The execution of a Short-Term SSA must be preceded with a Framework SSA.
- 3.8.4 The Applicant may submit an Application for the conclusion of a Short-term SSA only under an ongoing Application Procedure. With respect to the Storage Services which may be provided as of the beginning of the Storage Year, the time frames specified in clause 3.7 for Long-Term Storage Services shall apply.
- 3.8.5 In the Application for a Short-Term SSA, the Applicant shall specify the expected quantities of Gaseous Fuel to be injected and withdrawn in each Gas Month when the Monthly Storage Service requested in the Application is to be provided, or in each Gas Day when the Weekly Storage Service requested in the application is to be provided. In case when multiple Applications are submitted, and there is no possibility of approving all of them, the rules set out in clause 3.5 shall apply.
- 3.8.6 Based on the information provided in the Application and the documents attached thereto, the SSO shall verify the Application for a SSA in terms of formal and legal compliance with respect to the requirements laid down in clause 3.3.
- 3.8.7 When any documents referred to in clause 3.3 are not submitted, or the submitted documents do not meet the requirements laid down in clause 3.3, or when there are errors or deficiencies in the submitted Application, the SSO shall request the Applicant, through the SSP or by email, to submit a correctly completed Application, specifying the deficiencies, or supplement the same with appropriate documents or information within **2 Business Days** of the receiving the request. The correction of the deficiencies shall be done through the SSP, and in cases when this is not possible – by email.
- 3.8.8 If the Applicant fails to submit a correctly supplemented Application within the time indicated in clause 3.8.7, the Application shall be rejected by the SSO. If a correctly supplemented Application is re-submitted to the SSO within the time limit mentioned

in clause 3.8.7, it shall be deemed to have been submitted on its original submission date.

- 3.8.9 Following a positive verification for legal and formal compliance, the Application shall undergo technical evaluation, subject to clause 3.1.15. During such evaluation, the SSO shall verify the compliance with the technical conditions set out in the Technical Specifications.
- 3.8.10 The information about the preliminary Capacity Allocation shall be communicated to the Applicant through the SSP. Such information shall be provided by the SSO within **5 Business Days** from the date of submission of a complete Application under a given Application Procedure. The publication in a subsequent preliminary Capacity Allocation in the SSP shall take place within **48 hours** from the date of publication of the first preliminary Capacity Allocation concerning the Applicant in the SSP. Hours falling on days that are not Business Days shall be disregarded in the calculation of the deadline (from 00:00 to 23:59 hours).
- 3.8.11 The provisions of clause 3.7.4.5 and clauses 3.7.11 - 3.7.30 shall apply as appropriate, provided that:
  - 3.8.11.1 The SSO shall have the right to extend the time limit for advising the Applicant on the decision as to the Application (about the preliminary Capacity Allocations and the final Capacity Allocation), if the decision as to the substance of the Application depends on the decision on the Application(s) of other Applicants where the time limit for their processing has not yet expired. In such a case, the extension may be made by no longer than the time needed to consider the Application or Applications of other Applicants referred to above;
  - 3.8.11.2 The Applicant shall deliver the SSA signed with a qualified electronic signature, subject to clause 3.7.25.5, within **2 Business Days** from the date of making the draft SSA available in the SSP.
  - 3.8.11.3 Within **2 Business Days** from the date making available the draft SSA in the SSP, or from obtaining the information referred to in clause 3.7.24, the documents confirming the submission of the necessary financial security established in accordance with the provisions of the GTC shall be delivered by the Applicant to the SSO.
  - 3.8.11.4 At the request of the Applicant, the SSO may agree to an extension of the time limit for the presentation of the documents confirming the establishment of the financial security by up to 7 days, provided that such documents should be presented, at the latest, two Business Days prior to the date of the commencement of Storage Services.
- 3.8.12 Any rejection of an Application shall be supported with reasons therefor.

- 3.8.13 If the Applicant fails to provide documents confirming the submission of the necessary financial security within the time limit set in in clauses 3.8.11.3 or 3.8.11.4, the SSA shall be considered not to have been concluded and the Application for a SSA shall be deemed withdrawn, of which the SSO shall immediately inform the Applicant.
- 3.8.14 The above provisions shall also apply in case of the conclusion of a SSA that covers New Storage Capacity, the availability of which is to be notified by the SSO under clause 2.9.6. The SSO shall inform the Applicants of the assumed technical parameters of the New Storage Capacity and the expected date of its availability and the time frame applicable to the announced procedure, which may differ from the general time frame adopted in the Storage Code. The Applicants may submit Applicants concerning the conclusion of a SSA in respect of New Storage Capacity as part of an Application Procedure or Auction that covers the New Storage Capacity. The above rules apply *mutatis mutandis* to Storage Capacity released due to the expiry of a SSA, either in part or in full, as well as to Storage Capacity released due to a reduction of Storage Capacity under the Contractual Congestion management procedure.
- 3.8.15 Where, at the time of Application submission, the applicable Tariff does not cover the New Storage Capacity referred to above, the value of the required financial security shall be determined on the basis of the tariff rates of charges applicable to the Storage Capacity covered by the Tariff, as appropriate for the Storage Services indicated by the Applicant in the Application for a SSA. No later than within 7 Business Days of the approval of a Tariff applicable to the New Storage Capacity, the SSO shall advise the Storage Customer of the new value of the security instrument determined in accordance with the provisions of the GTC. In such case, SSO may demand that the value of the security instrument be increased or the Storage Customer may demand that the value of the security instrument be reduced, as the case may be, within 30 Business Days.

### **3.9 The procedure for concluding the SSA through an Auction**

- 3.9.1 The conclusion of the SSA through an Auction shall take place on the SSP, which is the primary market platform where Storage Capacity is offered and allocated directly by the SSO.
- 3.9.2 Detailed rules and preconditions for using the SSP as well as the Auction procedure are described in the SSP Terms and Conditions.
- 3.9.3 The participation in the Auction shall be open to the Storage Customers that meet the preconditions described in clauses 3.4.1.1 - 3.4.1.3 of the Storage Code and, prior to the Auction, have received, via the SSP, a confirmation of meeting the preconditions

for participation in the Auction.

- 3.9.4 The Auction comprises a single bidding round lasting from thirty (30) minutes to two (2) hours.
- 3.9.5 The Storage Customer may submit up to three (3) Bids per Auction.
- 3.9.6 Each of the up to three (3) Bids submitted by a single Storage Customer shall be treated separately and may lead to the allocation of Storage Capacity and determination of a different Allocation Price with respect to each of these Bids, provided that:
  - 3.9.6.1 the amount of Storage Capacity covered by a single Bid must not exceed the Capacity Limit;
  - 3.9.6.2 the total amount of Storage Capacity covered by all valid Bids submitted in the Auction by a single Storage Customer must not exceed the Capacity Limit.
- 3.9.7 The Bid should specify:
  - 3.9.7.1 amount of Storage Capacity the Storage Customer applies for, not exceeding the Capacity Limit;
  - 3.9.7.2 Price, which cannot be lower than the Minimum Price.
- 3.9.8 A valid Bid may be submitted only during the Auction in an electronic form and via the SSP.
- 3.9.9 Once the Bid is approved by the Storage Customer in the SSP during the Auction, it is deemed effectively submitted.
- 3.9.10 Bids may only be changed during the Auction by increasing the Price.
- 3.9.11 The increase of the Price shall be possible by editing the Bid in the SSP and shall be done either by entering the amount in the designated dialogue box of the SSP, or by clicking on the dedicated button.
- 3.9.12 In a single edition of the Bid, the minimum amount (excl. VAT) by which the Price may be increased is one (1) PLN and the maximum net amount by which the Price may be increased is five (5) PLN.
- 3.9.13 When the Bid is made for the first time, the SSP suggests the Minimum Price as the first Price indicated in the Bid. A Bid submitted for the first time may indicate a Price equal to the Minimum Price or a Price equal to the Minimum Price increased in accordance with clause 3.9.12.
- 3.9.14 Further increase of the Price indicated in the Bid is possible after approval of the Bid and repeated editing of the Bid.
- 3.9.15 During the Auction, Bids are ranked in the order according to the level of the Price. On this basis, the SSP creates a ranking of Bids in which Bids with a higher Price are ranked higher.
- 3.9.16 The Storage Customers, when participating in the Auction, shall be provided with

ongoing access, through the SSP, to information, updated in real time, indicating whether a given Bid ensures the full or partial allocation of the Storage Capacity, or that it does not ensure any allocation of the Storage Capacity.

- 3.9.17 Bids may be made or changed until conclusion. A validly submitted Bid may not be withdrawn.
- 3.9.18 At the moment of closing the Auction, correctly submitted Bids shall be binding for the Storage Customers that submitted them, and shall not be subject to change.
- 3.9.19 The allocation of the Storage Capacity under the Auction procedure shall take place according to the order defined in accordance with clause 3.6 of the Storage Code.
- 3.9.20 Within one (1) hour after the closing of the Auction, detailed information on the outcome of the auction shall be made available by the SSO through the SSP to the Storage Customers that took part in the Auction, to the extent relevant to the submitted Bids. With respect to those Storage Customers whose Bids have resulted in full or partial allocation of Storage Capacity, together with the information on the outcome of the Auction, a confirmation of the terms and conditions of the SSA shall be made available in the SSP by the SSO.
- 3.9.21 The conclusion of the SSA with the Storage Customer through the Auction procedure shall be effected as a result of the outcome of the Auction, i.e. the allocation of the Storage Capacity to a given Storage Customer and provision of the information referred to in clause 3.9.20. by the SSO in the SSP. In the event of failure or malfunction of the SSP, information about the conclusion of the SSP may be communicated by the SSO to the Storage Customer by email.
- 3.9.22 The Allocation Price for a given Storage Customer shall be the Price indicated in its Bid, which, as a result of the Auction, ensured full or partial allocation of the Storage Capacity.
- 3.9.23 The Allocation Price resulting from a given Bid shall be applied in settlements with the Storage Customer that submitted the Bid in relation to the Storage Capacity allocated in the Auction on the basis of that Bid.
- 3.9.24 If a single Storage Customer submits multiple Bids, which, as a result of the Auction, have become the basis for allocating the Storage Capacity to such Storage Customer, the Allocation Prices to be applied in settlements between the Storage Customer and the SSO made on the basis of a SSA concluded through the Auction procedure shall be those resulting from individual Bids, referring respectively to the amounts of Storage Capacity allocated on the basis of each of the Bids.
- 3.9.25 In the event that, on the basis of a given Bid, the Storage Customer obtained only a partial allocation of Storage Capacity in the Auction, in relation to the amount of Storage Capacity indicated in such Bid, the Storage Customer may, within three (3)

hours from the end of the Auction, send a scan of a notice to the SSO to terminate the SSA concluded as a result of the Auction with immediate effect, such notice to be substantially in the form of such statement published on the OIP.

- 3.9.26 In the event that the Storage Customer obtained the allocation of Storage Capacity during the Auction on the basis of multiple Bids, the right to terminate the SSA, referred to in clause 3.9.25 shall only apply to the Storage Capacity covered by those Bids which resulted in a partial allocation only.
- 3.9.27 A Storage Customer that does not have a financial rating at the level provided for in the GTC, and has been allocated Storage Capacity in the Auction, shall present a financial security within 2 Business Days from the date of obtaining information from the SSO on the amount of the required security. The SSO shall determine the amount of the security in accordance with the principles described in the GTC, and provide the Storage Customer with information in this respect via the SSP.
- 3.9.28 If the Storage Customer fails to submit the documents confirming the submission of the required financial security within the above time limit and in the amount and form, as determined in accordance with the provisions of the GTC, the SSA concluded as a result of the Auction shall be terminated upon the ineffective expiry of the time limit for providing the financial security, of which the SSO shall immediately inform the Storage Customer via the SSP.
- 3.9.29 In the event that, after the Auction, some Storage Capacity offered under the Auction remains unallocated, the SSO shall decide on the possibility of making it available under subsequent Auction procedures or through the procedure based on an Application for a SSA, taking into account the assumed starting date for provision of Storage Services as well as technical and economic considerations of making such capacity available.

### **3.10 Conditional SSA**

- 3.10.1 If the Applicant submits an Application for a SSA with a term of the SSA exceeding the term of the licence for storage of Gaseous Fuels held by the SSO, and of the decision of the President of the ERO concerning the designation of the SSO as the Storage System Operator, a Conditional SSA shall be executed with such Applicant to the extent that the term of the SSA exceeds the validity of both of the above decisions. In such case, the obtaining by the SSO of a decision of the President of the ERO granting the extension of the licence for storage of Gaseous Fuels and a decision of the President of the ERO concerning the designation of a storage system operator shall be deemed as fulfilment of the condition, and shall be communicated to the Applicant by the SSO in writing.



- 3.10.2 The Conditional SSA may also be concluded in other justified cases when the start of the provision of Storage Services depends on the fulfilment of a specific condition, at the request or initiative of the SSO, in particular if the provision of New Storage Capacity or the commencement of the Storage Services is subject to the approval of a new Tariff or its amendment.

## **Section 4 Performance of the SSA. Expiry and termination of a SSA**

### **4.1 Nominations and Renominations**

#### **4.1.1. General**

- 4.1.1.1. The Storage Customer shall be obliged to provide the SSO with information on the planned quantities of Gaseous Fuel to be injected to Storage Facilities or a Group of Storage Facilities, or withdrawn from them. The information shall be provided by 1 March of each Storage Year for the following Storage Year and for each Storage Month, and updated by 20th calendar day of the Gas Month preceding the Gas Month such information relates to.
- 4.1.1.2. The information referred to in clause 4.1.1.1 shall not apply to Gaseous Fuel which is stored by the Storage Customer for the purposes of creating and maintaining the mandatory stock referred to in clause 2.7.
- 4.1.1.3. The Storage Customer shall submit Nominations to the SSO in respect of Gaseous Fuel to be injected into or withdrawn from the Storage Facilities or Groups of Storage Facilities. Nominations may be revised by way of Renominations. Each Nomination and Renomination must be approved by the SSO.
- 4.1.1.4. The Nominations are submitted individually for each Storage Facility or Group of Storage Facilities, i.e. separately for the UGS Wierchowice Storage Facility, GSF Kawerna and GSF Sanok.
- 4.1.1.5. The quantities of Gaseous Fuel in the Nominations and Renominations shall be specified in kWh.
- 4.1.1.6. The Storage Customer shall submit a daily Nomination to the SSO, in which it shall specify the quantities of Gaseous Fuel to be delivered for injection to or withdrawn from the Storage Facility, or Group of Storage Facilities, for each hour of the Gas Day.
- 4.1.1.7. The Storage Customer may submit the Nominations and Renominations for a given hour of the Gas Day with respect to the Gaseous Fuel which is to be injected to the Storage Facility or a Group of Storage Facilities, or withdrawn from such Storage Facility or Group of Storage Facilities.
- 4.1.1.8. Each day, by 12.00 hours, the SSO shall provide Storage Customers with 3-day forecasts for a given Storage Customer for each Gas Day, which reflect the capabilities for Nominations and Renominations by the Storage Customer in such period. The updates on the withdrawal and injection capability shall be prepared on the basis of the Nominal Injection Capacity and Nominal Withdrawal Capacity for the Storage Facility or a Group of Storage Facilities, as well as on the basis of the technical characteristics for injection and withdrawal, which are set out in

clause 2.6. In preparing the updates, the SSO shall account for the level of filling of the Storage Facility or Group of Storage Facilities, the quality parameters of Gaseous Fuel to be injected or withdrawn, which influence the Extension or Reduction of Offered Services, as well as any limitations resulting from any planned Storage Facility Work to be undertaken in the Storage Facility or Group of Storage Facilities, or any unplanned Storage Facility Work in the Storage Facility or Group of Storage Facilities, as well as maintenance downtime periods. The updates shall be compiled individually for the Storage Facility and a Group of Storage Facilities. The above information shall be published in the OIEP or communicated to Storage Customers individually as agreed. The updates on the withdrawal and injection capabilities provided to the Storage Customer shall include only information relevant to the Storage Customer concerned. The 3-day forecasts are not provided in the delivery of the Intraday Storage Service or Day-Ahead Storage Service.

- 4.1.1.9. If the 3-day forecasts on the possibility of withdrawing or injecting Gaseous Fuel are no longer current, the SSO shall promptly provide the Storage Customer with an update thereof. If the execution of the Nominations submitted by Storage Customers becomes impossible, the Storage Customer shall promptly submit a Renomination to the SSO, on the basis of updated information on Gaseous Fuel withdrawal and injection capabilities to be provided by the SSO.
- 4.1.1.10. The Nominations and Renominations submitted by Storage Customers should take in account the following:
  - (a) the forecasts referred to in clause 4.1.1.8, subject to clause 4.1.1.20;
  - (b) the technical limitations and parameters of the Storage Facility and Groups of Storage Facilities, as defined in the Technical Specifications;
- 4.1.1.11. The possibility to withdraw Gaseous Fuel during the Injection Period and to inject Gaseous Fuel during the Withdrawal Period exists in GSF Sanok and the Storage Facility of UGS Wierzchowice, to the extent that the Nominations and Renominations concerning withdrawal and injection in the same period may be offset against each other by reducing accordingly the flow of Gaseous Fuel injected to the Storage Facility and a Group of Storage Facilities, or withdrawn from the Storage Facility and a Group of Storage Facilities, as the case may be, without reducing the Nominations or Renominations of individual Storage Customers. Such injection or withdrawal may take place under the Intraday Storage Service and Reverse Storage Service. In such a case, the Nominal Injection Capacity or Nominal Withdrawal Capacity which are not physically used due to the offset of Nominations and Renominations, shall be offered by the SSO to other Storage

Customers for the current or the following Gas Day under an Intraday Storage Service. Storage Customers interested in using the unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity shall submit the relevant Nomination or Renomination, taking into account the unused Nominal Injection Capacity or the unused Nominal Withdrawal Capacity. In case when it is impossible to fulfil all the requests, the unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity shall be allocated on a pro rata basis among interested Storage Customers, provided that the reported demand for such unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity shall not exceed the level of unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity made available by the SSO under the Intraday Storage Service or Reverse Storage Service.

- 4.1.1.12. GSF Kawerna enables, physical Gaseous Fuel withdrawal during the Injection Period and physical Gaseous Fuel injection during the Withdrawal Period, as well as the offset of Nominations and Renominations concerning injection and withdrawal during the same period.
- 4.1.1.13. The SSO shall schedule Spring and Autumn Maintenance Downtime Periods between the Injection Period and the Withdrawal Period, subject to the terms set out in clause 4.5.2.
- 4.1.1.14. Due to the necessity of restarting each of the Storage Facilities making part of GSF Sanok, following a Downtime Period longer than 14 days, after the Autumn Maintenance Downtime Period or the Spring Maintenance Downtime Period, Storage Customers shall be obliged to advise the SSO of their intention to inject or withdraw gas to or from GSF Sanok at least 26 hours prior to the first hour after the Downtime Period when the injection or withdrawal of Gaseous Fuel by the interested Storage Customer becomes possible, by sending the relevant information to [dyspozycja.osm@gas-storage.pl](mailto:dyspozycja.osm@gas-storage.pl) If the above information is not communicated to the SSO, the submitted Nomination shall be rejected. The above rule applies separately for each Storage Facility comprised in GSF Sanok. The SSO shall inform the Storage Customer of the dates of the Downtime Period in the individual Storage Facilities comprised in GSF Sanok according to the rules set out in 4.5.
- 4.1.1.15. Nominations and Renominations submitted by the Storage Customer to the SSO and concerning injection of Gaseous Fuel to the Storage Facility or Group of Storage Facilities or withdrawal of Gaseous Fuel from the Storage Facility or Group of Storage Facilities must be consistent with the relevant nominations and renominations submitted by the Storage Customer to the TSO.

- 4.1.1.16. A Nomination or Renomination may be rejected for the following reasons:
- (a) inconsistency with the provisions of clauses 4.1.1.3 to 4.1.1.14;
  - (b) capacity congestion or an emergency situation in the Transmission System reported by the TSO to the SSO, which prevents the performance of Storage Services in accordance with the Nominations or Renominations submitted by Storage Customers;
  - (c) the necessity to mobilise Firm Storage Services or mandatory stocks pursuant to the provisions of the Stockpiling Act in case of an Interruptible SSA;
  - (d) an Emergency Situation;
  - (e) the combined Nominations and Renominations submitted by all the Storage Customers for the Storage Facility or Group of Storage Facilities are below the minimum technical capabilities of measurement instruments or compression capacity in case when compressors are used;
  - (f) the Storage Customer does not have a title to the Gaseous Fuel concerned by the Nomination or Renomination;
  - (g) the failure by the Storage Customer to account for restrictions resulting from Storage Facility Work at the Storage Facility or a Group of Storage Facilities in its Nominations or Renominations, when such restrictions were accounted for in the 3-day forecasts provided to the Storage Customer in accordance with clause 4.1.1.8;
  - (h) the reduction of Nominal Injection Capacities or Nominal Withdrawal Capacities provided in 3-day forecasts;
  - (i) when at least one Storage Facility making part of a Group of Storage Facilities is undergoing the Spring or Autumn Downtime Period, and the level of mandatory stocks has been achieved in the remaining Storage Facilities of the same Group of Storage Facilities which are not subject to such a downtime period.
- 4.1.1.17. When rejecting a Nomination or Renomination, the SSO shall give reasons for the rejection.
- 4.1.1.18. A Nomination or Renomination may be rejected in whole or in part. In this latter case, the Nomination or Renomination shall be considered approved to the extent it has not been rejected.
- 4.1.1.19. In the case referred to in clauses from 4.1.1.16(b) to 4.1.1.16 (e), the SSO shall make every effort to provide Storage Services to the maximum extent possible. For this purpose, the SSO shall aim at accepting the Nominations covering the largest volume of Gaseous Fuel.

- 4.1.1.20. The Intraday Storage Service shall be provided to the Storage Customer in case when the approved Nomination exceeds the Nominal Injection Capacity or Nominal Withdrawal Capacity, as the case may be, available to such Storage Customer and set forth in the forecast referred to in clause 4.1.1.8.
- 4.1.1.21. The provisions of clause 4.1.1.15 shall not apply to the Storage Customer being the TSO.
- 4.1.1.22. The exchange of information between the SSO, the Storage Customer and the TSO regarding the Nominations, Renominations and Allocations shall be based on the EDIG@S electronic document interchange standard, in xml format using the AS messaging protocol (AS2 or AS4), or shall be effected through the OIEP. In case of a failure of the communication channel based on the AS protocol and/or the OIEP, the information on the submitted Nominations and Renominations may be provided by email.
- 4.1.1.23. When a Renomination submitted by any Storage Customer renders the execution of earlier approved Nominations impossible:
  - (a) the acceptance of such Storage Customer's Renomination will take place within a time-frame that enables the remaining Storage Customers to submit relevant renominations to TSO;
  - (b) SSO reserves the right to reduce or suspend the execution of previously approved Nominations, and to notify the Storage Customer accordingly, within a time-frame that allows Storage Customers to submit corresponding renominations to TSO.
- 4.1.1.24. In case when the Storage Customer injects all the Gaseous Fuel under a Firm Storage Service, the Storage Customer shall not be allowed to use the Nominal Injection Capacity it is entitled to under the Firm Storage Service for the injection of Gaseous Fuel under an Interruptible Storage Service.
- 4.1.1.25. In case when the Storage Customer withdraws all the Gaseous Fuel under an Interruptible Storage Service, the Storage Customer shall not be allowed to use the Nominal Withdrawal Capacity it is entitled to under the Interruptible Storage Service for the withdrawal of Gaseous Fuel under a Firm Storage Service.
- 4.1.1.26. Subject to clause 2.7.16, the Storage Customer may only use the Nominal Withdrawal Capacity ordered under a Firm Storage Service for the withdrawal of Gaseous Fuel under an Interruptible Storage Service when the submitted Nominations or Renominations would result in a reduction of the Nominal Withdrawal Capacity ordered under the Interruptible Storage Service.

**4.1.2. Nomination Submission Time-frame**

- 4.1.2.1. Storage Customers submit Nominations to the SSO no later than by 2:00 pm on the Gas Day preceding the Gas Day such Nomination refers to.
- 4.1.2.2. In case when the Storage Customer submits more than one Nomination within the time-frame stipulated in the Storage Code, the SSO shall consider the last Nomination received.
- 4.1.2.3. The SSO shall notify the Storage Customer about the approval or rejection of the Nomination by 16:00 hours on the Gas Day preceding the Gas Day the Nomination refers to.
- 4.1.2.4. In justified cases, the dispatch services of the Storage Customer and the SSO may agree on the shortening of the time limit referred to in clause 2.6.2.1(b), clause 2.6.4.1(b) and clause 2.6.6.1(b).

**4.1.3. Renomination Submission Time-frame**

- 4.1.3.1. The Storage Customer may submit a Renomination for the hourly quantities of Gaseous Fuel specified in the Nomination approved by the SSO for a given Gas Day. The Renomination may be submitted from 16:00 hours on the Gas Day preceding the day the Renomination refers to until 3:00 hours. of the Gas Day the Renomination refers to, subject to clause 4.1.1.14 and clause 2.6.2.1(b), clause 2.6.4.1(b) and clause 2.6.6.1(b).
- 4.1.3.2. The Renomination review procedure begins at the top of every hour and last for two (2) hours. The SSO shall consider the last Renomination for a give Group of Storage Facilities or Storage Facility received from a given Storage Customer before the beginning of each full hour in case of receiving multiple Renominations from the Storage Customer.
- 4.1.3.3. In case when the Storage Customer submits more than one Renomination within the time-frame stipulated in the Storage Code, the last Renomination approved by the SSO shall become the binding Nomination for the Gas Day such Renomination relates to.
- 4.1.3.4. The SSO informs the Storage Customer of the approval or rejection of the Nomination within two (2) hours of the beginning of the Renomination review procedure.
- 4.1.3.5. The SSO shall start executing the Renomination on the times referred to in clause 2.6.2.1(b), clause 2.6.4.1(b) and clause 2.6.6.1(b). In justified cases, the dispatch services of the Storage Customer and the SSO may agree on the shortening of the above time limits.

- 4.1.3.6. In case of the occurrence of an Emergency Situation that may result in the reduction of the injection or withdrawal of Gaseous Fuel, the SSO shall promptly notify Storage Customers of the occurrence of such Emergency Situation and its expected duration. After receiving the notification from SSO, the Storage Customer shall promptly submit a Renomination for the expected duration of the Emergency Situation.
- 4.1.4. **Verification of Nomination and Renomination matching. The lesser rule**
  - 4.1.4.1. The SSO verifies whether the Nominations or Renominations match the nominations or renominations in the Transmission System.
  - 4.1.4.2. If such verification procedure reveals any mismatch between any Nomination or Renomination submitted to the SSO and the respective nomination or renomination submitted to the TSO for entry and exit points in the Transmission System at interconnection with the Storage Facility or Group of Storage Facilities, the lesser rule shall be applied. Accordingly, the SSO shall not fulfil the Storage Customer's Nomination or Renomination to the extent it exceeds this Storage Customer's approved Nomination or Renomination submitted to the TSO or the SSO.
  - 4.1.4.3. The provisions of clause 4.1.4.1 and clause 4.1.4.2 shall not apply to the Storage Customer being the TSO.

## **4.2. Allocations**

- 4.2.1. In case when Gaseous Fuel is delivered for injection to or withdrawn from the Storage Facility or Group of Storage Facilities only by one Storage Customer, the total quantity of Gaseous Fuel injected or withdrawn shall be allocated to such Storage Customer.
- 4.2.2. If the total quantity of injected or withdrawn Gaseous Fuel matches the Nominations or Renominations for the Storage Facility or Group Storage Facility, then Gaseous Fuel shall be allocated to individual Storage Customers in accordance with their approved Nominations or Renominations.
- 4.2.3. In case when Gaseous Fuel is withdrawn from a specific Storage Facility or Group of Storage Facilities by multiple Storage Customers, or under multiple SSAs, and the quantity of Gaseous Fuel withdrawn differs from the sum of the Nominations or Renominations for such Storage Facility or Group of Storage Facilities, the differences between the total quantities of Gaseous Fuel set out in all the approved Nominations and Renominations and the measured quantities of Gaseous Fuel withdrawn from the Storage Facility or Group of Storage Facilities shall be allocated to Storage Customers in accordance with the provisions of the TNC.



- 4.2.4. In case when Gaseous Fuel is delivered for injection to a specific Storage Facility or Group of Storage Facilities by multiple Storage Customers, or under multiple SSAs, and the quantity of Gaseous Fuel injected differs from the sum of the Nominations or Renominations for such Storage Facility or Group of Storage Facilities, the differences between the total quantities of Gaseous Fuel set out in all the approved Nominations and Renominations and the measured quantities of Gaseous Fuel injected to the Storage Facility or Group of Storage Facilities shall be allocated to individual Storage Customers proportionally to the approved Nominations or Renominations.
- 4.2.5. In case when an inter-operator agreement between SSO and TSO executed, the daily quantities of Gaseous Fuel delivered by the Storage Customer for injection or withdrawn by the Storage Customer shall be deemed to correspond to the quantities set out in the Nomination approved for the Storage Facility or a Group of Storage Facilities. The information on the execution of the inter-operator agreement shall be published on the OIP and in the OIEP.
- 4.2.6. The SSO shall execute Nominations and Renominations expressed in the energy units.
- 4.2.7. Until 10.00 hours on each Storage Day, the SSO shall notify each Storage Customer about the performance of Storage Services for the preceding Storage Day. The information provided to Storage Customers shall not be taken as the basis for settlements in respect of Storage Services.
- 4.2.8. If both a Firm Storage Service and an Interruptible Storage Service are used by the Storage Customer at the same time, then:
  - 4.2.8.1. in case of the withdrawal of Gaseous Fuel by such Storage Customer, the volumes of Gaseous Fuel kept in storage under an Interruptible SSA shall be delivered in the first place, provided that such withdrawal does not affect the created mandatory stocks, subject to the rule set out in clause 4.2.12, which applies in case of the withdrawal of Gaseous Fuel kept in storage in the Additional Working Volume made available as part of the Extension of Offered Services;
  - 4.2.8.2. in case of the injection of Gaseous Fuel at the request of such Storage Customer, the Gaseous Fuel is first recognised as volumes kept in storage as Firm Storage Service, and subsequently as Interruptible Storage Service, subject to the rule set out in clause 4.2.11, which applies in case of the injection of Gaseous Fuel for storage in the Additional Working Volume made available as part of the Extension of Offered Services;
- 4.2.9. The decision concerning the Allocation of the withdrawn or injected Gaseous Fuel, within the limits of the Storage Services ordered by the Storage Customer, shall be made by the SSO based on the actually used Storage Capacity.

- 4.2.10. The SSO shall provide Storage Customers with information on the Allocations made through the OIEP available on the OIP. The information in the OIEP shall be posted in Polish and English language version, provided that the Polish version shall be binding and the English one shall only serve for information purposes. In case of a failure of the OIEP, the information shall be sent by electronic mail, provided that the SSO immediately notifies Storage Customers of the failure occurrence. Information on the Allocations shall be provided in the form of daily reports in accordance with clause 4.2.7 and in the form of official reports for the previous settlement period (including the quantities of Gaseous Fuel actually injected to and withdrawn from the Storage Facility or Group of Storage Facilities by the Storage Customer in the previous settlement period, drawn up for the purposes of settlements in accordance with the GTC).
- 4.2.11. Where the SSO implements the Extension of Offered Services by offering Additional Working Capacity, the Gaseous Fuel delivered for injection to the Storage Facility or Group of Storage Facilities shall be counted towards Gaseous Fuel stored as the Additional Working Capacity in the last instance, unless the Extension of Offered Services is implemented for the purposes of maintaining a mandatory stock.
- 4.2.12. Where the SSO implements the Extension of Offered Services by offering Additional Working Capacity, the Gaseous Fuel stored as the Additional Working Capacity shall be released in the first instance, unless the Extension of Offered Services is implemented for the purposes of maintaining a mandatory stock.

#### **4.3. Withdrawal of Gaseous Fuel**

- 4.3.1. The Storage Customer shall be required to withdraw the quantity of Gaseous Fuel that belongs to the Storage Customer from the Storage Facility or Group of Storage Facilities within a period not exceeding the term of the Long-Term or Short-Term SSA. For this purpose, the Storage Customer shall be required to order Withdrawal Capacity, unless it was ordered earlier under an Unbundled Storage Service or a Storage Service in the form of a Bundled Unit or Flexible Bundled Unit.
- 4.3.2. The Storage Customer shall submit appropriate Nominations, which should take into account the specifics of the Storage Services provided to such Storage Customer, in order to withdraw Gaseous Fuel injected to the Storage Facility or Group of Storage Facilities, before the expiry of the term of the SSA.
- 4.3.3. In case when the Storage Customer fails to order the appropriate Withdrawal Capacity, or to submit its Nomination to withdraw Gaseous Fuel in accordance with clause 4.3.2, by the date specified in clause 4.3.2, the procedure set out in clause 4.8 shall apply.

- 4.3.4. The provisions of clauses 4.3.1 to 4.3.3 shall not apply when another SSA is in place and provides the basis for the SSO to continue storing the quantity of Gaseous Fuel left by the Storage Customer in the Storage Facility or Group of Storage Facilities, and for the withdrawal of such Gaseous Fuel by the same or other Storage Customer.

#### **4.4. Suspension of Storage Services**

- 4.4.1. SSO may suspend or curtail its Storage Services if:
- 4.4.1.1. an Emergency Situation occurs;
  - 4.4.1.2. the Storage Customer defaults on the payment of any amount due for the Storage Services despite being given a prior written notice of the intended termination of the SSA and an additional 14-day period for the payment of its outstanding and current liabilities;
  - 4.4.1.3. the Gaseous Fuel delivered for injection by the Storage Customer does not conform to the quality requirements specified in clause 2.10 of the Storage Code.
- 4.4.2. The suspension of the Storage Services shall consist in a refusal to accept Gaseous Fuel for injection in case when the requirements set out in clause 2.10.1 are not met and in the circumstances described in clause 2.10.3. In the cases referred to in clauses 4.4.1.1 and 4.4.1.2, the suspension may consist in a refusal to deliver or inject Gaseous Fuel.
- 4.4.3. The SSO shall resume the suspended Storage Service immediately after reasons for the suspension or restriction cease to exist.
- 4.4.4. The SSO shall not be liable for any suspension or restriction of Storage Services if such suspension or restriction was due to reasons attributable to the Storage Customer. In such case, the Storage Customer shall pay in full the amounts due for the whole period of the suspension or curtailment.

#### **4.5. Downtime Periods in the Storage Facility and Groups of Storage Facilities**

- 4.5.1. **Scheduled Downtime Periods in the Storage Facility or Group of Storage Facilities**
- 4.5.1.1. On or before 31 October, the SSO shall notify Storage Customers, Applicants and the TSO of the expected dates of any Storage Facility Work in the Storage Facility and Groups of Storage Facilities scheduled for the following calendar year and the following Storage Year that might affect the operating conditions of the Storage Facilities and Groups of Storage Facilities, and result in any constraints for the injection or withdrawal of Gaseous Fuel. The SSO shall also specify the expected duration of such constraints. The information shall be provided to each Storage Customer individually and updated on the OIP.

- 4.5.1.2. The exact dates of and information concerning the constraints in the provision of Storage Services shall be communicated to Storage Customers and the TSO no later than 21 days prior to their commencement or immediately, if it is not possible to provide this information at the time indicated above.
- 4.5.1.3. Where reasons exist, the SSO may change the dates of any Work to be carried in the Storage Facility or Group of Storage Facilities during the Storage Year. Such changes may also be introduced by the SSO upon a justified request of the Storage Customer or the TSO, provided that they are approved by other users of the Storage Facility or Group of Storage Facilities.
- 4.5.1.4. Any changes to the dates of Works in the Storage Facility and Groups of Storage Facilities as well as the dates of any unscheduled work shall be notified by the SSO to the Storage Customers concerned, and to the TSO.
- 4.5.1.5. For the duration of the constraints resulting from the performance of Storage Facility Work at the Storage Facility, including any Storage Facility making part of a Group of Storage Facilities, the SSO shall be released from the obligation to accept Gaseous Fuel for injection or deliver Gaseous Fuel for withdrawal, if these activities are prevented by the Storage Facility Work at the Storage Facility or a Group of Storage Facilities
- 4.5.1.6. After the end of the Downtime Period, the SSO shall make available the Nominal Injection Capacity and Nominal Withdrawal Capacity of the Storage Facility or Group of Storage Facilities, depending on the level of filling of the UGS, and the extent the Storage Facilities making part of the relevant GSF have been put back into operation following the Downtime Period.
- 4.5.2. **Spring and Autumn Maintenance Downtime Periods**
  - 4.5.2.1. When combined, the duration of the Spring Maintenance Downtime Period and the Autumn Maintenance Downtime Period for each Storage Facility, including any Storage Facility comprised in a Group of Storage Facilities, must not exceed 35 Gas Days in the Storage Year.
  - 4.5.2.2. During the Spring Maintenance Downtime Periods or Autumn Maintenance Downtime Periods of individual Storage Facilities comprised in a Group of Storage Facilities, the Injection Capacity or the Withdrawal Capacity for such Group of Storage Facilities shall be limited to the extent that results from the capacity reduction due to such Spring Maintenance Downtime Period or Autumn Maintenance Downtime Period of individual Storage Facilities comprised in the Group of Storage Facilities.

- 4.5.2.3. The Spring Maintenance Downtime Period must not begin earlier than at 6:00 hours on 15 March and must not finish later than at 6:00 hours on 16 May, and the Autumn Maintenance Downtime Period must not begin earlier than at 6:00 hours on 1 September and must not finish later than on at 6:00 hours on 16 November.
- 4.5.2.4. By 31 October of the Storage Year, the SSO shall announce, on the OIP, the expected starting and ending dates of the Spring Maintenance Downtime Period, as well as the expected starting and ending dates of the Autumn Maintenance Downtime Period in the following Storage Year.
- 4.5.2.5. SSO may change the starting and ending dates of the Spring Maintenance Downtime Period and Autumn Maintenance Downtime Period, provided that such change cannot be made later than 21 Gas Days prior to the planned starting date of the Spring Maintenance Downtime Period or Autumn Maintenance Downtime Period. Such changes may also be introduced by the SSO upon a justified request of the Storage Customer or the TSO, provided that they are approved by other users of the relevant Storage Facility.
- 4.5.2.6. During the Spring Maintenance Downtime Period and Autumn Maintenance Downtime Period of each Storage Facility, including any Storage Facility comprised in a Group of Storage Facilities, there is no possibility of Gaseous Fuel injection and/or withdrawal and the SSO shall be released from the obligation to accepting Gaseous Fuel for injection or delivering it for withdrawal to the extent resulting from the reduction due to the introduction of the Spring Maintenance Downtime Period or Autumn Maintenance Downtime Period.
- 4.5.2.7. For the duration of the Spring Maintenance Downtime Period or the Autumn Maintenance Downtime Period in the Storage Facility of UGS Wierzchowice, the Storage Customer shall pay the charges applicable under the Tariff, and in such case the provisions concerning discounts set forth in the Tariff shall not be applicable. In case of the reduction of the Injection Capacity or Withdrawal Capacity of a Group of Storage Facilities during the Spring Maintenance Downtime Periods or Autumn Maintenance Downtime Periods of individual Storage Facilities comprised in the Group of Storage Facilities, the provisions concerning discounts set forth in the Tariff shall not be applicable.
- 4.5.3. **Unscheduled Downtime Periods in the Storage Facility or Group of Storage Facilities**
  - 4.5.3.1. In the event that some unscheduled Storage Facility Work has to be performed in a Storage Facility or a Group of Storage Facilities, the SSO shall immediately

announce this fact on the OIP, and notify directly Storage Customers and the TSO, stating the estimated duration and the extent of any constraints affecting the Storage Capacity.

- 4.5.3.2. The Storage Customer shall account in the Nominations and Renominations for any constraints resulting from the performance of unscheduled Works in the Storage Facility or Group of Storage Facilities.
- 4.5.3.3. The Storage Customer shall account in the nominations submitted to TSO for any constraints resulting from the performance of unscheduled Works in the Storage Facility or a Group of Storage Facilities.
- 4.5.3.4. For the duration of the constraints resulting from the performance of unscheduled Works in the Storage Facility or Group of Storage Facilities the SSO shall be released from the obligation to accept Gaseous Fuel for injection or deliver Gaseous Fuel for withdrawal if these activities are prevented by such unscheduled Works in the Storage Facility or Group of Storage Facilities.

#### **4.6. Other provisions concerning the performance of the SSA**

- 4.6.1. To the extent not regulated in the Storage Code, the rules applicable to the performance of a SSA provided for in the GTC, which make an integral part of the SSA, shall apply.
- 4.6.2. In particular, the GTC set out the rules concerning the assessment of the Applicant's financial credibility and the terms of securing due performance by the Storage Customer of its obligations under the SSA, as well as the rules applicable to settlements between the SSO and the Storage Customer.

#### **4.7. Expiry and termination of a SSA.**

- 4.7.1. Except as provided for in the Storage Code, the Framework SSA, Day-Ahead SSA, Long-Term SSA and Short-Term SSA, shall expire or terminate as stipulated by the provisions of the GTC.

#### **4.8. Withdrawal of Gaseous Fuel in case of termination or expiry of the SSA**

- 4.8.1. If, following the expiry of a Long-Term SSA, or a Short-Term SSA, or following the termination of a Long-Term SSA, Short-Term SSA, Framework SSA or Day-Ahead SSA, Gaseous Fuel of the Storage Customer remains in the Storage Facility or Group of Storage Facilities, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by the SSO and resulting from the technical capabilities of the Storage Facility or Group of Storage Facilities and the Withdrawal Capacity ordered by the Storage Customer, unless another SSA is in place and constitutes the basis for continued storage of the quantity of Gaseous Fuel

left by the Storage Customer in the Storage Facility or Group of Storage Facilities, and its withdrawal by the Storage Customer. Within 14 days of the date of the delivery of the relevant letter by the SSO, the Storage Customer shall have the right to suggest an alternative date for the withdrawal of the Gas. If the Parties fail to agree an alternative date for the withdrawal of the Gaseous Fuel within 30 days of the delivery of the first letter of the SSO with the notification of such date to the Storage Customer, the date of withdrawal indicated by the SSO shall be binding upon the Storage Customer.

4.8.2. If the Storage Customer fails to withdraw the Gaseous Fuel within the time limit set in accordance with clause 4.8.1, within 12 months of the lapse of such time limit the SSO shall have the right to publish, on the OIP, an irrevocable offer of the Storage Customer or the owner of such Gaseous Fuel, as applicable, to sell the Gaseous Fuel, addressed to an unspecified group of parties and consistent with the wording of the declaration of the Storage Customer referred to in clause 3.3.1.4.2.1, or the wording of the declaration of the owner of the Gaseous Fuel referred to in clause 3.3.1.4.2.2, as the case may be, for a price equivalent to:

4.8.2.1. 80 % of the Reference Gas Price in case of the expiry of the SSA (expiry of its term) or the termination of the SSA:

- (a) due to the expiry of the legally required licenses of Storage Customer to carry out the activities for which the SSA was concluded, or
- (b) in case when the SSO terminates the Framework SSA, Day-Ahead SSA, Long-Term SSA or Short-Term SSA with immediate effect, after having requested the Storage Customer to remove the cause for the termination, and having granted the Storage Customer an additional deadline for this purpose in accordance with the provisions of the GTC, or
- (c) in the case referred to in clause 2.7.11,

provided that in case when the Storage Customer or the owner of the Gaseous Fuel applies a tariff in connection with its activity in respect of trade in gaseous fuels – the selling price shall be set at a level of 80% of the price of the Gaseous Fuel resulting from the tariff of such Storage Customer or that of the owner of the Gaseous Fuel (as approved and published in the Industry Bulletin of the ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the transferee, if such price is lower than 80% of the Reference Gas Price;

4.8.2.2. 100% of the Reference Gas Price – in the remaining cases of the termination of the SSA other than those mentioned in clause 4.8.2.1, provided that in case when the Storage Customer or the owner of the Gaseous Fuel applies a tariff in connection with its activity in respect of trade in gaseous fuels – the selling price

shall be set at a level of 100% of the price of the Gaseous Fuel resulting from the tariff of such Storage Customer or that of the owner of the Gaseous Fuel (as approved and published in the Industry Bulletin of the ERO in accordance with the Energy Law Act), applicable on the date of acceptance of the offer by the transferee, if such price is lower than 100% of the Reference Gas Price.

- 4.8.3. The offer to sell Gaseous Fuel shall cease to be binding upon the Storage Customer after 12 months of the date of its publication of the OIP.
- 4.8.4. Upon making public the offer of the Storage Customer to sell the uncollected Gaseous Fuel, as referred to in clause 4.8.2, the SSO shall simultaneously publish an offer to make available the Storage Capacity required for its continued storage in the Storage Facility or Group of Storage Facilities to the transferee(s) of such Gaseous Fuel, as well, to the extent available, the Storage Capacity required to withdraw such Gaseous Fuel.
- 4.8.5. A party interested in acquiring such uncollected Gaseous Fuel referred to in clause 4.8.1 from the Storage Customer should:
  - 4.8.5.1. present a declaration in writing to the SSO that it accepts the offer, substantially in the form published by the SSO on the OIP, and
  - 4.8.5.2. submit an Application for a SSA covering at least the Storage Capacity of the Storage Facility or Group of Storage Facilities where the uncollected Gaseous Fuel is held, to the extent required for continued storage of such Gaseous Fuel in the Storage Facility or Group of Storage Facilities, and, potentially, the Storage Capacity required for the withdrawal of such Gaseous Fuel from the Storage Facility or a Group of Storage Facilities, if offered by the SSO.
- 4.8.6. The requirement to submit the Application for a SSA referred to in clause 4.8.5.2 shall not apply if:
  - 4.8.6.1. the party that declares the acceptance of the offer to sell the uncollected Gaseous Fuel is already eligible to Storage Capacity under another SSA and such Storage Capacity is sufficient to enable the continued storage of such Gaseous Fuel in the Storage Facility or Group of Storage Facilities where the Gaseous Fuel is held;
  - 4.8.6.2. the party that declares the acceptance of the offer to sell the uncollected Gaseous Fuel shall simultaneously therewith declare its intention to immediately withdraw the Gaseous Fuel from the Storage Facility or Group of Storage Facilities.
- 4.8.7. The information on the dates by which the interested parties may submit declarations on the acceptance of the offer and the Applications referred to in clause 4.8.5, as well as information on the dates of the conclusion of the sale procedure and notification of its outcome to the participants shall be published by the SSO on the OIP. In addition, information on technical capabilities and the time limits for the withdrawal of the



Gaseous Fuel by the transferee referred to in clause 4.8.6.2 shall be published by the SSO on the OIP. With respect to the availability of the Storage Capacity referred to in clause 4.8.4, the SSO may set a different time frame for the execution of the SSA than the one set out under the Storage Code. If, within the time frame set by the SSO, the above procedure does not result in the sale of the uncollected Gaseous Fuel, the SSO shall have the right to set a new time frame and repeat the procedure as long as the offer to sell remains binding on the Storage Customer. With respect to the remaining scope of the procedure for the conclusion of the SSA referred to in clause 4.8.5.2 the requirements set out in clauses 3.3, 3.7 and 3.8 shall apply as appropriate, provided that the SSO may decide to carry out this procedure in writing or by email, either without or with limited use of the SSP.

- 4.8.8. In case when at least two parties sign up within the time frame set by the SSO and such parties submit the documents referred to in clause 4.8.5, the uncollected Gaseous Fuel and the associated Storage Capacity shall be allocated among such parties and the principles set out in clause 3.5 shall apply accordingly. In the documents referred to in clause 4.8.5, the parties interested in purchasing the uncollected Gaseous Fuel shall specify whether, in case when the Application cannot be accepted in full, it should be accepted in part, by expressing or denying their consent to the reduction of the amount of Storage Capacity indicated in the Application. The Applicant shall have the option to renounce the Storage Capacity allocated to it, the amount received as a result of the reduction is not satisfactory.
- 4.8.9. The outcome of the procedure to sell Gaseous Fuel and the allocation of the associated Storage Capacity, as well as the value of the security, if required under the Storage Code, shall be notified by the SSO the parties that have correctly submitted the documents referred to in clause 4.8.5. The transferee shall be obliged to pay the price for the Gaseous Fuel within 14 days of the date of receiving the above notification. The sale of Gaseous Fuel shall take effect on the date of the execution of the SSA referred to in clause 4.8.5.2, and in the case described in clause 4.8.6, on the date of payment of the sale price. The sale of the Gaseous Fuel to the transferee shall be confirmed with a VAT invoice issued by the SSO on behalf of the Storage Customer within the time limit stipulated by the applicable tax legislation.
- 4.8.10. The SSO shall be authorised to receive the amount due in respect of the sale of Gaseous Fuel effected in accordance with the procedure described above on behalf of the Storage Customer, and subsequently shall be obliged to remit such amount to the Storage Customer within 14 days of receiving it from the transferee, subject to the provision of the following sentence. The SSO shall have the right to set off any unsatisfied claims owing to the SSO from the Storage Customer with the claims of the

Storage Customer in respect of the amount obtained from the sale of the uncollected Gaseous Fuel.

- 4.8.11. Until the withdrawal of the Gaseous Fuel by the Storage Customer, or the start of the provision of Storage Services under a new SSA executed with the transferee, or until the transfer of such Gaseous Fuel to the Working Volume held by the transferee in accordance with the procedure set out above, the Storage Customer shall be obliged to pay the charges in respect of the storage of such Gaseous Fuel. The payment referred to in the preceding sentence shall be equivalent to the charges that would be payable by the Storage Customer, if the SSA was remained in effect.
- 4.8.12. The above provisions shall apply accordingly in the situation described in clause 3.3.1.4.2.2.
- 4.8.13. Any matters not regulated in clause 4.8 shall be governed by the provisions of the Civil Code on sale.

#### **4.9. Transfer of rights to Gaseous Fuel in the Storage Facility**

- 4.9.1. When the Storage Customer enters to a transaction that results in a change of the Storage Customer's legal title to Gaseous Fuel maintained in the Storage Facility or Group of Storage Facilities under an existing SSA concluded by the Storage Customer, the Storage Customer shall inform the SSA about the details of the transaction which are relevant to further performance of the SSA, including in particular the parties to the transaction, the subject thereof and the volume of gas held by the Storage Customer in the Storage Facility or Group of Storage Facilities and being subject to the transaction no later than on the date of its conclusion, and to deliver to the SSO one of the declarations referred to in clause 3.3.1.4.2, within 7 days from the date of entering into the transaction, if, as a result of entering into the transaction, the previous declaration of the Storage Customer, which is referred to in clause 3.3.1.4.2 would otherwise become invalid.
- 4.9.2. In case of entering into a transaction transferring the ownership of Gaseous Fuel held in a given Storage Facility or Group of Storage Facilities under an existing SSA concluded by a Storage Customer onto another Storage Customer being a party to a SSA which enables the continued storage of such Gaseous Fuel in the same Storage Facility or Group of Storage Facilities, the Storage Customers shall be obliged to inform the SSA about the details of the concluded transaction which are relevant to further performance of the SSA, including in particular the parties to the transaction and the volume of gas held by the Storage Customer in the Storage Facility or Group of Storage Facilities which is subject to the transaction no later than on the date of its conclusion and to 7 days before its conclusion and to deliver the updated declarations

referred to in clause 3.3.1.4.2 within 7 days from the date of entering into such a transaction, if, as a result of entering into such a transaction the declarations referred to in clause 3.3.1.4.2 would otherwise become invalid.

- 4.9.3. In case of a transaction which transfers the ownership of the Gaseous Fuel, as referred to in clause 4.9.2, the SSO, on the basis of consistent statements of the Storage Customers being parties to such a transaction, shall allocate the Gaseous Fuel covered by the transaction to the Storage Customer that is the transferee, and shall provide the Storage Customers that are the parties to the above transaction, via e-mail, with information about the current utilisation of the working volume they are eligible to under the respective SSAs in a given Storage Facility or Group of Storage Facilities, taking into account the concluded transaction.
- 4.9.4. In the case referred to in clause 4.9.3, the SSO shall, within 3 Business Days of being informed of a change in the ownership of the Gaseous Fuel, make the necessary changes in the IT systems of the SSO. The provision of the Storage Service may only take place after the data has been updated in IT systems of the SSO.

#### **4.10. Principles applicable to trading of unused Storage Capacity**

##### **4.10.1. Individual trade of Storage Capacity**

- 4.10.1.1. The Storage Customer may transfer the rights to all or a part of the Storage Capacity it is eligible to under a SSA onto a third party, except for the Storage Capacity made available to the Storage Customer for the purpose of creating and holding mandatory stocks. The trade shall be limited to Storage Capacity in the same form in which it was acquired by the Storage Customer on the Primary Market:

**Example:** When the Storage Customer is eligible to a specified number of Bundled Units, the Storage Capacity the Storage Customer is eligible to may be transferred onto a third party exclusively in the form of a Bundled Unit with parameters specified in accordance with the SSA and the Storage Code, and the Bundled Unit must not be divided and its parameters must not be modified. The Storage Customer may, however, dispose of a part of the Bundled Units it is eligible to.

- 4.10.1.2. In case when rights to all the Storage Capacity are transferred, the transferor shall lose the status of a Storage Customer at the moment of the fulfilment of conditions referred to in clause 4.10.1.5 below.
- 4.10.1.3. In the event of the transfer of rights to a part of the Storage Capacity, the transferor shall retain its status of a Storage Customer with respect to the rights to the Storage Capacity which has been not transferred to a third party, while the transferee shall become a Storage Customer upon the fulfilment of the conditions referred to in

clause 4.10.1.5 below.

- 4.10.1.4. In case when Gaseous Fuel of the Storage Customer is held in the Storage Facility or Group of Storage Facilities, the disposal by such Storage Customer of the rights to the Working Volume made available under the allocated Storage Capacity shall take place having regard to the level of its filling.
- 4.10.1.5. In case when the Storage Customer transfers the rights to Storage Capacity onto a third party, the transferee in respect of such rights shall acquire the status of a Storage Customer, and the transfer shall be effective with respect to the SSO provided that the following conditions are jointly fulfilled:
- (a) the Storage Customer presents the SSO with a declaration signed by the Storage Customer and the transferee confirming the transfer of the rights to the Storage Capacity and specifying the SSA under which such transfer is being made, the respective Storage Facility or Group of Storage Facilities and the scope of the rights to Storage Capacity being transferred;
  - (b) the transferee with respect to the Storage Capacity fulfils the requirements applicable to the execution of a SSA, including the Framework SSA, as set out in clauses 3.2. and 3.3 of the Storage Code and applied accordingly, and executes a SSA with the SSO with respect to the Storage Capacity acquired from the Storage Customer. The provisions of clauses 3.7.25 - 3.7.30 shall be applied as appropriate to the conclusion of a SSA;
  - (c) the transferee presents a declaration of the acceptance of the obligations arising under the SSA.
- 4.10.1.6. The Storage Customer that is the transferor of the rights shall be liable to the SSO with respect to all the obligations related to the transferred rights to Storage Capacity arising until the moment when the conditions referred to in clause 4.10.1.5 are fulfilled.

#### **4.10.2. Trade of Storage Capacity through the OIP**

- 4.10.2.1. The SSO shall provide the Storage Customer with the possibility of announcing the possibility to acquire Storage Capacity on the secondary market through the OIP.
- 4.10.2.2. The conclusion of a potential transaction for the disposal/acquisition of Storage Capacity shall require that the detailed terms and conditions thereof are agreed directly between the parties concerned. The SSO shall not represent either of the parties to a potential transaction.

## **Section 5 Correspondence, information exchange and standards of Storage Customer service**

### **5.1 Correspondence**

- 5.1.1 Any letters, documents or other materials recorded on physical media shall be considered delivered to the SSO on a given day if they are delivered to the correspondence address of the SSO specified on the OIP by 15:00 hours of that day. Any documents delivered after 15:00 hours of that day shall be treated and registered as delivered to the SSO on the following day.
- 5.1.2 Any correspondence<sup>4</sup> that, in cases provided for in the Storage Code or the SSP Terms and Conditions, may be sent by e-mail or transmitted in electronic form via the SSP, shall be deemed to have been delivered to the SSO on a given day, if by 23:59:59 hours on that day the correspondence has been delivered to the SSO's IT system, unless specific provisions of the Storage Code or the SSP Terms and Conditions stipulate otherwise.
- 5.1.3 In the case of correspondence sent by email or transmitted in an electronic form via the SSP, the time limit for its submission, as stipulated in the Storage Code or in the SSP Terms and Conditions, is deemed to have been met:
  - 5.1.3.1 in case of correspondence sent by email – if, before the expiry of the time limit, such correspondence was properly sent by the sender to the SSO's email address indicated on the OIP and delivered to the SSO's IT system supporting correspondence sent by email.
  - 5.1.3.2 in case of correspondence sent via the SSP – if, before the expiry of the time limit, the correspondence was entered to the SSP, in accordance with the SSP Terms and Conditions as well as the manuals and instructions on how to use the SSP published on the SSP website.
- 5.1.4 In case of correspondence delivered to the SSO by email, the SSO shall acknowledge receipt of such correspondence no later than on the following Business Day by sending information to that effect by email to the sender's email address.
- 5.1.5 In case of Applications and documents submitted via the SSP or by email, unless otherwise stipulated by specific provisions of the Storage Code or the SSP Terms and Conditions, the Applicant shall provide, via the SSP or by email, the scans of the originals of required documents and certificates. The SSO may, however, request the Applicant, via the SSP or by email, to produce the originals of the documents provided by the Applicant in the form of scans. In such case, the originals of the documents

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<sup>4</sup> In particular: e-mails, scans of letters or other documents.

should be sent to the SSO within the time limit set in the request, which shall not be less than 3 Business Days from the date of receipt of such request by the Applicant. Instead of the originals, the Applicant may submit officially certified copies of the required documents to the SSO.

- 5.1.6 Notwithstanding clause 5.1.5 above, if the Applicant's declaration referred to in clauses 3.3.1.4.1 or 3.3.1.4.2 has been submitted in the form of a scan (rather than as a digital document with a qualified electronic signature), then when the Applicant obtains Capacity Allocation in the Application Procedure or by way of an Auction, the Applicant shall provide the SSO with the original of that declaration together with a signed copy of the SSA, and when the SSA is delivered to the SSO in the form of a digital document with a qualified electronic signature, together with the signed SSA, the Applicant shall also deliver the above-mentioned declaration with a qualified electronic signature, and should this be impossible, the original of the signed declaration in writing should be delivered to the SSO within 5 Business Days of the date of the SSA.
- 5.1.7 Whenever the provisions of the Storage Code or the SSP Terms and Conditions; refer to the exchange of information or sending of correspondence via the SSP, in case of failure or malfunction of the SSP, it shall be possible to send the correspondence by email.

## **5.2 Other rules for the exchange of information between the SSO and the Applicants and Storage Customers.**

- 5.2.1 The rules concerning the publication by the SSO of information on contracted and available Storage Services, including information concerning Auctions and Application Procedures, are set out in 2.9.
- 5.2.2. Other terms and conditions for the exchange of information between the SSO and Storage Customers are defined in particular by the following provisions of the Storage Code:
- 5.2.2.1. with regard to the publication of the Storage Code and draft amendments to the Storage Code: clauses 1.5 and 1.7 of the Storage Code;
- 5.2.2.2. with regard to providing information on its activities and Storage Facilities in accordance with the provisions of the Energy Law Act, Regulation (EC) No. 715/2009, REMIT, Commission Implementing Regulation (EU) No. 1348/2014 and under other generally applicable legal regulations: clause 1.9 of the Storage Code;
- 5.2.2.3. with regard to the publication by the SSO of information on the rules concerning the creation and maintenance of mandatory stocks in the Storage Facility and in Groups of Storage Facilities: clause 2.7 of the Storage Code;

- 5.2.2.4. with regard to the publication of the average monthly Gross Calorific Value of Gaseous Fuel: clause 2.10.4 of the Storage Code;
- 5.2.2.5. with regard to the rules on the exchange of information relating to the performance of the SSA (Nominations, Renominations and Allocations): clauses 4.1 and 4.2;
- 5.2.2.6. with regard to communicating planned and unplanned downtime periods in the Storage Facilities and Groups of Storage Facilities: clause 4.5;
- 5.2.3. The Storage Customer must give SSO an immediate notice of any events that affect or may affect the performance of the SSA.
- 5.2.4. To ensure efficient and reliable communication, the Parties shall provide in the SSA the details of their postal addresses, emails, phone and fax numbers and authorised contact persons with respect to the performance of the SSA. To be valid, any changes to the above details must be notified to the other Party in writing. and no amendment to the SSA shall be required in such event.
- 5.2.5. Any declarations, statements or notices shall be made in the Polish language.

### **5.3 Standards of Storage Customer service**

- 5.3.1 In performing its obligations, the SSO shall maintain adequate standards of Storage Customer service, and specifically shall ensure that:
  - 5.3.1.1 information on the expected time of removing an Emergency Situation (failure) and disturbances in the operation of the Storage Facility or Group of Storage Facilities is provided at the request of the Storage Customer,
  - 5.3.1.2 any Emergency Situation (failure) that occurred in the Storage Facility or Group of Storage Facilities, and any disturbance in the operation of the Storage Facility or Group of Storage Facilities are promptly removed,
  - 5.3.1.3 the Storage Customer is promptly informed, either in writing, by phone or using another means of communication, about the dates and duration of any planned interruptions in the operation of the Storage Facility or Group of Storage Facilities,
  - 5.3.1.4 appropriate activities are undertaken, for a charge, in the Storage Facility or Group of Storage Facilities in order to enable the safe performance of works by the Storage Customer or a third party within the impact zone of the Storage Facility or Group of Storage Facilities,
  - 5.3.1.5 the Storage Customer is provided, at its request, with information about the settlement rules and the Tariff,
  - 5.3.1.6 a request or complaint concerning the settlement principles is processed within 14 days; in case when the request or complaint require an inspection or measurements, the 14 days' time limit runs from the date on which such inspection or measurements are completed,

- 5.3.1.7 conformity with the quality parameters of the Gaseous Fuel supplied from the gas network be verified at the request of the Storage Customer through carrying out appropriate measurements.
- 5.3.2 For the SSO's failure to maintain the standards of Storage Customer service, the Storage Customer shall be entitled to discounts according to the terms set out in the Tariff.
- 5.3.3 The SSO shall not be liable to the Storage Customer for a failure of the TSO to conform to the standards of Storage Customer service, and specifically shall not be obliged to pay the Storage Customer any discounts in this regard.



## **Section 6 Rules on cooperation and exchange of information between the SSO and other gas system operators**

### **6.1. Cooperation between the SSO and the TSO**

6.1.1. The detailed terms and conditions of the cooperation between the SSO and the TSO, including the exchange of information, are set forth in the provisions of the TNC and in the inter-operator transmission contract (ITC), concluded between the SSO and the TSO within the scope and in the manner set forth in the TNC, including the technical annexes to the ITC, as well as the provisions of the TNC, including clause 2.7.7.4, clause 2.12, clause 6.4 and clause 8.2.1.

### **6.2. Rules of cooperation between the SSO and operators of other systems interconnected to the Storage System**

6.2.1 The terms and conditions of cooperation and exchange of information between the SSO and operators of gas systems interconnected to the Storage System, other than the Transmission System, shall be set out in a cooperation agreement that sets out in particular the rules concerning:

- 6.2.1.1. the submission of Nominations (Renominations) and verification of their matching in interoperating systems,
- 6.2.1.2. the provision of information concerning the Allocations performed for the points located at the interconnection of the interoperating gas systems,
- 6.2.1.3. telemetry data sharing,
- 6.2.1.4. measurement and billing data sharing,
- 6.2.1.5. management of the operation of the gas stations located at the connection between the systems,
- 6.2.1.6. performance of works at the gas stations located at the connections between the systems,
- 6.2.1.7. exchange of information on planned investment projects that affect the operating conditions of interoperating systems,
- 6.2.1.8. cooperation in the event of off-spec quality of Gaseous Fuel that affects the operation of the Storage System,
- 6.2.1.9. alignment of emergency procedures,
- 6.2.1.10. procedures applicable in emergency situations that affect the functioning of the Storage System,
- 6.2.1.11. communication and contact details of the relevant services of the SSO and those of interoperating systems.

### **6.3. Exchange of information between the SSO and the operators of other gas systems**

6.3.1. Subject to clauses . 6.1 and 6.2 above, the exchange of information between the SSO and the operators of other gas systems shall take place in accordance with the provisions of Section 5.

6.4. Procedure for handling the orders of the TSO

6.4.1. **Long-Term SSA**

6.4.1.1. If, until 15 October of the year preceding the year in which the Storage Services are to commence, the TSO, in order to perform its duties, demands from the SSO – by way of a declaration in writing submitted in accordance with the TSO's rules of representation or through an attorney duly authorised in accordance with the TSO's rules of representation – that the SSO provides Storage Services in the following Storage Year and the scope of so-demanded Storage Services precludes the SSO from full performance of an existing SSA, the SSO shall inform the Storage Customer of this fact and the Parties shall promptly execute an amendment to the SSA in order to adapt such SSA to the SSO's capability to provide the Storage Services as of the following Storage Year. In case of a Long-Term SSA, the Storage Capacity shall be reduced pro rata for individual Storage Customers, in a reverse order than the one resulting from the procedure set forth in clauses 3.5.1 and 3.5.2. The Storage Capacity which cannot be reduced on a pro rata basis, shall be reduced for the Storage Customer that was allocated the largest quantity of Storage Capacity. The Storage Capacity which cannot be reduced pro rata, or cannot be reduced for the Storage Customer that was allocated the largest quantity of Storage Capacity, shall be reduced on the basis of a draw to be held for the categories specified in clause 3.5.1, in a reverse order than the one resulting from the priority of such categories. Each portion of Storage Capacity will be drawn separately.

6.4.1.2. From the moment when SSO notifies the Storage Customer of the TSO's demand for Storage Capacity, which precludes SSO from full performance of a SSA until the signing of the amendment to that agreement, SSO shall not be liable for any failure to secure the ordered Storage Capacity to the extent that such failure results from making available the Storage Capacity to TSO.

6.4.1.3. The mechanism for the reduction of the Storage Capacity subject to a SSO due to the TSO's demand, as stipulated in clause 6.4.1.1, shall not apply to the Storage Capacity used to create mandatory stocks of natural gas in accordance with the provisions of the Stockpiling Act, which are controlled by the competent minister for energy and may only be mobilised by the TSO upon obtaining the consent of the competent minister for energy, in the situations described in the Stockpiling Act.

#### 6.4.2. Short-Term SSA

- 6.4.2.1. If, until 15 October of the year preceding the year in which the Storage Services are to commence, the TSO, in order to perform its duties, demands from the SSO – by way of a declaration in writing submitted in accordance with the TSO's rules of representation or through an attorney duly authorised in accordance with the TSO's rules of representation – that the SSO provides Storage Services in the following Storage Year and the scope of so-demanded Storage Services precludes the SSO from the performance of an existing Short-Term SSA, the SSO shall inform the Storage Customer of this fact and the Parties shall promptly execute an amendment to the Short-Term SSA in order to adapt the same to the SSO's capability to provide the Storage Services.
- 6.4.2.2. In the case referred to in clause 6.4.2.1, the Storage Capacity shall be reduced for individual Storage Customers on a pro rata basis, in a reverse order than the one resulting from the procedure set forth in clauses 3.5.9 and 3.5.10. The Storage Capacity that cannot be reduced pro rata, shall be reduced on the basis of a draw to be held for the categories specified in clause 3.5.9, in a reverse order than the one resulting from the priority of such categories. Each portion of Storage Capacity will be drawn separately. In such a case the Storage Customers shall be required to submit appropriate Renominations.
- 6.4.2.3. From the moment when SSO notifies the Storage Customer of the TSO's demand for Storage Capacity, which precludes SSO from full performance of a SSA until the signing of the amendment to that agreement, SSO shall not be liable for any failure to secure the ordered Storage Capacity to the extent that such failure results from making available the Storage Capacity to TSO.
- 6.4.2.4. The mechanism for the reduction of the Storage Capacity subject to a SSO due to the TSO's demand, as stipulated in clauses 6.4.2.1 and 6.4.2.2, shall not apply to the Storage Capacity used to create mandatory stocks of natural gas in accordance with the provisions of the Stockpiling Act, which are controlled by the competent minister for energy and may only be mobilised by the TSO upon obtaining the consent of the competent minister for energy, in the situations described in the Stockpiling Act.

## **Section 7 Management of Storage System congestion**

### **7.1 Restrictions on the Storage System**

7.1.1 Restrictions on the Storage System may occur due to:

- 7.1.1.1 process-related (technical) limitations of the Storage Facility or parameters of process facilities of Storage Facilities interoperated with the transmission system;
- 7.1.1.2 convergence of storage caverns;
- 7.1.1.3 geological phenomena and reservoir behaviour;
- 7.1.1.4 overhauls, planned maintenance, repair, modernisation or investment works in the Storage Facility, in the TSO's transmission system or in the interoperating systems;
- 7.1.1.5 occurrence of disruption or Emergency Situation and the removal thereof;
- 7.1.1.6 limited capacity of the transmission system;
- 7.1.1.7 actions by Storage Customers in breach of the provisions of the Storage Code or the SSA;
- 7.1.1.8 implementation of the instructions of the TSO in the event of mobilisation of mandatory stocks;
- 7.1.1.9 a threat to the safety of people;
- 7.1.1.10 risk of material damage.

### **7.2 Measures taken by the SSO to eliminate, prevent and manage storage congestion in the Storage System**

7.2.1 The SSO shall take the following measures with a view to eliminating, preventing and managing congestion in the Storage System:

- 7.2.1.1 analyse the demand for Storage Capacity with regard to the development of the Storage System;
- 7.2.1.2 take immediate action to remove any disruption or Emergency Situation;
- 7.2.1.3 take measures to maximise the utilisation of Storage Capacity;
- 7.2.1.4 monitor quality parameters of the stored Gaseous Fuel;
- 7.2.1.5 operate the Storage System and schedule any works in the system so to avoid causing congestion, and when congestion is unavoidable in connection with the works to be carried out, make efforts to mitigate the consequences of the congestion caused by the planned works to the maximum possible extent;
- 7.2.1.6 cooperate with the TSO under the terms and conditions set out in the interoperator agreement or the interoperator transmission contract (ITC);
- 7.2.1.7 cooperate with the TSO during overhauls, planned maintenance or repair works in the Storage Facility or on the transmission system, or in interoperating systems;
- 7.2.1.8 define the parameters of Storage Services offered in such a way as to ensure optimised and maximum utilisation the Storage Capacity;

- 7.2.1.9 manage the operation of the Storage Facilities, taking into account the planned use of the Storage Facilities by Storage Customers;
- 7.2.1.10 take measures with a view to Contractual Congestion management.

### **7.3 Management of Contractual Congestion**

- 7.3.1 In case of system congestion, and in particular insufficient quantity of Storage Capacity being available with respect to the demand from market participants for such capacity, and in view of the need to ensure optimised and efficient use of Storage Facilities and Groups of Storage Facilities, the SSO shall take measures aimed at preventing and mitigating the effects of unjustified hoarding of unused Storage Capacity by Storage Customers, which restricts the access to such capacity for other parties, and specifically:
  - 7.3.1.1 SSO shall monitor, on an on-going basis, the actual use of the ordered Storage Capacity taking into account the existing SSAs and the accepted Applications for SSAs;
  - 7.3.1.2 at a request of the Storage Customer, the SSO shall offer Storage Capacity allocated to such Storage Customer to third parties, on the terms set out below in clause 7.4, when the Storage Customer does not use such Storage Capacity, or expects that it will not use it in the future;
  - 7.3.1.3 in case of Contractual Congestion that prevents the execution of a SSA or a change of the allocated Storage Capacity, the SSO shall take measures in order to mitigate such congestion and enable the execution of, at least, an Interruptible SSA, and in particular it shall take the measures set out below in clause 7.5;
  - 7.3.1.4 in case of Storage Capacity ordered and allocated to Applicants for the purpose of creating and holding mandatory stocks of Gaseous Fuel, pursuant to the priority provided for in clause 3.5.1 (a) and clause 3.5.9 (a), the SSO shall verify the volumes of the ordered and allocated Storage Capacity and its actual use for the purpose referred to above, both at the stage of processing the Application for a SSA and during the term of the SSA, based on the documents delivered by the Applicants or Storage Customers, as the case may be. When the Storage Capacity ordered or allocated pursuant to the priority order set out in clause 3.5.1(a) or clause 3.5.9(a) exceeds the volumes required for the fulfilment of the obligations of a given party in respect of creating and holding the mandatory stocks of Gaseous Fuel, such party should submit a request the SSO for an appropriate reduction of the Storage Capacity ordered by or allocated to such party on a priority basis, and the SSO shall make available such excess Storage Capacity as part of Contractual

Congestion management to other parties according to the rules set out below in clause 7.6;

- 7.3.1.5 The SSO shall enable secondary trade of Storage Capacity in accordance with clause 4.10;
- 7.3.1.6 In the situations and subject to the rules set out in the Storage Code, any unused Nominal Injection Capacity or unused Nominal Withdrawal Capacity for the current or next Gas Day shall be offered by the SSO to Storage Customers under the Interruptible Intraday Storage Service;
- 7.3.2 Due to the system congestion affecting the Storage Facilities or Groups of Storage Facilities, as referred to in clause 7.3.1, the Applicant should specify the amount of Storage Capacity ordered in the Application for a SSA with due care, taking specifically into account its actual needs and the expected utilisation of the ordered capacity so as to avoid unjustified hoarding of unused Storage Capacity and restricting thereby the access to the Storage Capacity for other parties (Contractual Congestion).
- 7.3.3 In the management of Contractual Congestion, the SSO shall take into account the principle of indivisibility of the Bundled Unit.
- 7.3.4 The SSO shall charge fees from Storage Customers for causing Contractual Congestion and for the measures undertaken by the SSO with a view to preventing or mitigating the Contractual Congestion, in the amount and on the terms set forth in clause 7.7.

#### **7.4 Management of Contractual Congestion at the Request of the Storage Customer**

- 7.4.1 The Storage Customer shall have the right to submit an application to SSO for a reduction of the Storage Capacity allocated under a Long-Term SSA when the Storage Customer does not use such Storage Capacity, or expects that it will not use it in the future (excess Storage Capacity). In the application, the Storage Customer shall specify the excess Storage Capacity and the scope of the requested reduction of the allocated Storage Capacity.
- 7.4.2 If the application referred to in clause 7.4.1 is submitted before or during the first contract year of providing the Long-Term Storage Service, and concerns a reduction of the Storage Capacity for such contract year, the excess Storage Capacity allocated to such Storage Customer shall be offered by the SSO, according to the rules set out in clause 3.5, to other Storage Customers that applied for Long-Term SSAs for the same contract year under the same procedure. The SSO shall notify those Storage Customers of the possibility of allocating additional Storage Capacity without undue delay, and the Storage Customers shall notify the SSO, within 4 Business Days,

whether they are interested in increasing the Storage Capacity and to what extent; In case when the Storage Customer does not express interest in the allocation of additional Storage Capacity, such capacity shall be offered by the SSO in accordance with the rules set out in clause 2.9.6.

- 7.4.3 When the excess Storage Capacity relates to subsequent contract years of providing Storage Services, the SSO shall make such capacity available on the terms set forth in clause 2.9.6.
- 7.4.4 The Storage Customer shall remain a party to the SSA with respect to such capacity and shall be obliged to pay the amounts due for the entire allocated Storage Capacity, including the excess Storage Capacity, until the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity. The Storage Capacity assigned to the Storage Capacity shall be reduced as appropriate on the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity to such third party and the execution of a new SSA in this regard. The SSO shall deliver a declaration to the Storage Customer eligible to the excess Storage Capacity, specifying the date from which the Storage Capacity would be reduced and the level of such reduction, and such declaration shall be made in writing otherwise being null and void. In this regard, the acceptance of the Storage Customer shall not be required in order to the amendment to the SSA to be valid.
- 7.4.5 When the performance of a Long-Term SSA starts during a Storage Year, the Storage Service shall be provided thereunder shall be settled as a Long-Term Storage Service.

## **7.5 Management of Contractual Congestion precluding the execution of a SSA or the change of the level of the allocated Storage Capacity**

- 7.5.1 If, after the end of the Storage Year, it becomes apparent that no Storage Capacity is available, and certain allocated yet unused Storage Capacity exists under the Long-Term SSAs being currently in place, the SSO shall request the Storage Customer that fails to use such allocated Storage Capacity to provide, within 15 Business Days, a written notice explaining the reasons for this situation and stating its expected further duration. The provisions of the present clause shall apply in case when the utilisation of the ordered Storage Capacity has remained below 70% of the Working Volume for at least one Storage Year, or for 6 consecutive Gas Months in case of GSF Kawerna.
- 7.5.2 When considering the presented explanation, the SSO shall have regard to the historic utilisation of the Storage Capacity by the Storage Customer during the last Storage Year.

- 7.5.3 If the Storage Customer fails to provide its explanation in accordance with clause 7.3.1, or if its explanation does not provide a credible basis to recognise that the underutilisation of the ordered Storage Capacity by the Storage Customer is justified or that the underutilised Storage Capacity is indispensable to the Storage Customer in order to fulfil its existing contractual obligations, the SSO may offer such capacity subject to the terms set forth in clause 2.9.6 and reduce the Storage Capacity made available to that Storage Customer. The provisions of clause 7.4.4 shall apply accordingly.

**7.6 Management of Contractual Congestion concerning Storage Capacity allocated for the purpose of creating and holding mandatory stocks of Gas**

- 7.6.1 If, based on the possessed documents and information, and specifically based on the decision of the President of the ERO presented by the Applicant with regard to the determination or validation of the volume of mandatory stocks, as referred to in clause 2.7.7, and issued for a period coinciding with the Application for a SSA, the SSO determines that the level of the Storage Capacity required for creating or holding the mandatory stocks resulting from such documents is lower than the one specified by the Applicant in the Application for a SSA, the SSO shall request the Applicant to present a written notice explaining the reasons for such divergence. If the Applicant fails to provide the explanation, or the presented explanation does not provide a credible basis to recognise that the entire requested Storage Capacity is necessary for the Applicant in order to fulfil the obligation to create or hold the mandatory stocks, in making the allocation of the Storage Capacity, the SSO shall take into account the Applicant's requirement for the Storage Capacity resulting from the documents referred to in the first sentence above.
- 7.6.2 In case when a Long-Term SSA or a Short-Term SSA with respect the Storage Capacity allocated to the Applicant pursuant to the priority categories provided for in clause 3.5.1(a) and clause 3.5.9(a) has already been executed, and the volume of the mandatory stocks determined in the decision of the President of the ERO concerning the determination or validation of the volume of mandatory stocks which was issued following the execution of such SSA is lower than the one resulting from the SSA:
- 7.6.2.1 within 7 days of receiving the decision from the President of the ERO, the Storage Customer shall present the SSO with a proposal for the reduction of the Storage Capacity allocated in respective Storage Facilities or Groups of Storage Facilities;
- 7.6.2.2 in case when the SSO discovers the discrepancy referred to above in clause 7.6.2 and the Storage Customer fails to comply with the obligation under clause 7.6.2.1,



- the SSO shall call upon the Storage Customer to provide in writing the explanation of the reasons for such situation within 10 Business Days;
- 7.6.2.3 if the Storage Customer fails to provide the explanation, or if such explanation does not provide a credible basis for concluding that all of the allocated Storage Capacity is necessary for the Storage Customer to fulfil its obligation to create or maintain mandatory stocks, the SSO shall call upon the Storage Customer to request an appropriate reduction in the excess Storage Capacity within a time limit that allows for the time required for the Storage Customer to withdraw the Gaseous Fuel kept in storage as part of the excess Storage Capacity and the time required for the injection of Gaseous Fuel for the purposes of creating mandatory stock using the reduced Storage Capacity allocated to other Applicants;
- 7.6.2.4 in case the Storage Customer does not submit the request for the reduction of excess Storage Capacity, as referred to in clause 7.6.2.3, the SSO shall inform the President of the ERO of this situation and of its intention to carry out an appropriate reduction of excess Storage Capacity,
- 7.6.2.5 if excess Storage Capacity arises before or during the first contract year of the provision of Storage Services, or before the beginning of or during the provision of Storage Services under a Short-Term SSA, such excess Storage Capacity shall be offered by the SSO, according to the rules set out in clause 3.5, to other Storage Customers that applied for a SSA under the same procedure for the allocation of Storage Capacity and within the same priority category. The SSO shall notify those Storage Customers of the possibility of allocating additional Storage Capacity without undue delay, and the Storage Customers shall notify the SSO, within 4 Business Days, whether they are interested in increasing the Storage Capacity and to what extent; In case when the Storage Customer does not express interest in the allocation of additional Storage Capacity, such capacity shall be offered by the SSO in accordance with the principles set forth in clause 2.9.6;
- 7.6.2.6 if the excess Storage Capacity allocated pursuant to the priority category set forth in clause 3.5.1(a) relates to subsequent contract years of the provision of Storage Services, the SSO shall offer such capacity on the terms set forth in clause 2.9.6.
- 7.6.3 Clause 7.6.2 shall apply accordingly in case of a failure by the Storage Customer to present the decision of the President of the ERO concerning the determination or validation of the volume of mandatory stocks within the time limits set forth in the Storage Code.
- 7.6.4 The Storage Customer shall remain a party to the SSA with respect to such capacity and shall be obliged to pay the amounts due for the entire allocated Storage Capacity (in accordance with clause 7.6.2.5 or clause 7.6.2.6), including the excess capacity,

until the date on which Storage Services start being provided for another party following the re-allocation of the excess Storage Capacity. The Storage Capacity assigned to the Storage Capacity shall be reduced, as appropriate, to the level corresponding to the volume of the mandatory stocks resulting from the decision of the President of the ERO, on the date on which the Storage Services start being provided for a third party following the re-allocation of the excess Storage Capacity to such third party and the execution of a new SSA in this regard. The SSO shall deliver a declaration to the Storage Customer eligible to the excess Storage Capacity, specifying the date from which the Storage Capacity would be reduced and the level of such reduction, and such declaration shall be made in writing otherwise being null and void. In this regard, the acceptance of the Storage Customer shall not be required in order to the amendment to the SSA to be valid.

- 7.6.5 The Storage Customer shall have the right to submit an application to SSO for a reduction of the Storage Capacity allocated under a Long-Term SSA when the Storage Customer expects that it will not use such Storage Capacity. In the application, the Storage Customer shall specify the excess Storage Capacity and the scope of the requested reduction of the allocated Storage Capacity. The application should provide for the reduction of the Storage Capacity for the entire term of the SSA so as to enable other parties to create and hold mandatory stocks on the basis of the released excess Storage Capacity. The provisions of clause 7.4 shall apply accordingly.
- 7.6.6 The Storage Customer shall be obliged to promptly advise the SSO of any circumstances that may cause or have caused the underutilisation by the Storage Customer all or a part of the Storage Capacity allocated to the Storage Customer on a priority basis for the purposes of maintaining mandatory stocks.

## **7.7 Charges for the Management of Contractual Congestion**

- 7.7.1 The SSO shall apply CC Charges payable by Storage Customers on account of Contractual Congestion and the measures undertaken by the SSO to prevent or mitigate Contractual Congestion, subject to the principles and in the amounts set out below.
- 7.7.2 In case when excess Storage Capacity designated for other purposes than creating or maintaining mandatory stocks is re-allocated by the SSO, and a new SSA is executed with another party with respect to such capacity pursuant to clause 7.4 or clause 7.5, the CC Charges shall not be collected from the Storage Customer.
- 7.7.3 In the event when the Storage Customer creates Contractual Congestion and therefore the need for the re-allocation of the excess Storage Capacity designated for

other the purpose creating or holding mandatory stocks by the SSO, and the execution of a new SSA with another party with respect to such capacity pursuant to one of the procedures set out in clause 7.6:

- 7.7.3.1 when the SSO ascertains that the excess Storage Capacity represents up to 20% of the Storage Capacity allocated to the Storage Customer under a given SSA, the SSO shall not collect any Contractual Congestion Charges from the Storage Customer;
- 7.7.3.2 when the SSO ascertains that the excess Storage Capacity represents over 20% and up to 50% of the Storage Capacity allocated to the Storage Customer under a given SSA, the charge to be collected by the SSO from the Storage Customer shall be calculated according to the following formula:

$$\text{CC Charge} = 50\% \times \text{WNUM}$$

where:

CC Charge - the charge for the management of Contractual Congestion

WNUM - the value of monthly tariff charge due for the excess Storage Capacity

- 7.7.3.3 when the SSO ascertains that the excess Storage Capacity represents over 50% of the Storage Capacity allocated to the Storage Customer under a given Long-Term SSA, the charge to be collected by the SSO from the Storage Customer shall be calculated according to the following formula:

$$\text{CC Charge} = 100\% \times \text{WNUM}$$

where:

CC Charge - the charge for the management of Contractual Congestion

WNUM - the value of monthly tariff charge due for the excess Storage Capacity

- 7.7.4 The charges set forth in clauses 7.7.3.2 and 7.7.3.3 shall not be applied if the Storage Customer files a request for the reduction of the Storage Capacity allocated to the Storage Customer for the purpose of creating and maintaining mandatory stocks, in accordance with the procedure set out in clauses 7.6.5 and 7.4 no later than by 31 March of the first or subsequent yearly period under the SSA to be affected by the Contractual Congestion.
- 7.7.5 The CC Charges referred to above shall only be applied when the following circumstances occur jointly:

- 7.7.5.1 Applicants' demand for Storage Capacity for the purposes of creating or maintaining mandatory stocks in a particular Storage Facility for a given statutory period of holding mandatory stocks exceeds the level of such Storage Capacity offered at that Storage Facility,
- 7.7.5.2 the Storage Capacity allocated to the Storage Customer in the same Storage Facility on a priority basis (i.e. for the purposes of creating or maintaining the mandatory stocks) for the same statutory period of maintaining the mandatory stocks referred to in clause 7.7.5.1, exceeds the volume of mandatory stocks resulting from the decision of the President of the ERO concerning the determination or validation of the volume of mandatory stocks that such Storage Customer is obliged to maintain during the statutory period,
- 7.7.5.3 the excess Storage Capacity allocated to the Storage Customer on a priority basis referred to above is not reduced by the Storage Customer according to clause 7.6 within the time limit indicated in clause 7.7.4.
- 7.7.6 The CC Charges shall accrue in the month following the Gas Month when the SSO becomes aware of the occurrence of Contractual Congestion that triggers the application of CC Charges, and shall be payable in accordance with the principles set forth in the GTC.
- 7.7.7 The revenues from the CC Charges shall be used by the SSO for purposes related to the expansion of the storage system with a view to mitigating system congestion and preventing the occurrence of Contractual Congestion.

## **7.8 Sharing and secondary trade of Storage Capacity**

- 7.8.1 The Storage Customer may share any unused Storage Capacity it is eligible to with third parties, except for the Storage Capacity made available to the Storage Customer for the purpose of creating and holding mandatory stocks. In such case, the Storage Customer shall remain a party to the SSA and be fully liable for the fulfilment of obligations arising thereunder and for any acts or omissions of the party with it has shared the Storage Capacity. In case of Storage Capacity made available for the purposes of creating and maintaining mandatory stocks, the provisions of clause 7.6.5 shall apply.
- 7.8.2 The Storage Customer may transfer the rights to any Storage Capacity it is eligible to onto a third party, except for the rights to the Storage Capacity assigned to the Storage Customer for the purpose of holding mandatory stocks. In case of Storage Capacity made available for the purposes of creating and maintaining mandatory stocks, the provisions of clause 7.6.5 shall apply.

- 7.8.3 The rules of the secondary trading of rights to Storage Capacity are set forth in 4.10 of the Storage Code.

## **Section 8 Criteria of the security of the Storage System and the procedures to be followed in the event of a threat to the security of supply of Gaseous Fuel and in an Emergency Situation**

### 8.1. Criteria of the security of the operation of Storage Facilities

#### 8.1.1 The SSO adopts the following criteria of the security of the Storage System operation:

- 8.1.1.1 operate and maintain the Storage Facilities in such a way as to ensure the safe operation of the Storage System and the performance of SSAs;
- 8.1.1.2 prevent, manage and eliminate congestion in the Storage System in accordance with Section 7, and provide Storage Services in a manner that maximises the utilisation of Storage Capacity;
- 8.1.1.3 ensure the operation and maintenance of the Storage System in a manner that guarantees its reliability;
- 8.1.1.4 monitor the qualitative parameters and quantities of Gaseous Fuel injected to and withdrawn from the Storage Facilities to ensure that they comply with the requirements set out in the TNC and cooperate with the TSO in that respect.

### 8.2 Procedure in the event of a threat to the security of supply of Gaseous Fuel

- 8.2.1 In the event of a threat to the security of supply of Gaseous Fuel, the SSO shall implement the TSO's instructions concerning the mobilisation of mandatory stocks of Gaseous Fuel in accordance with the procedure described in the Stockpiling Act and the TNC, and for this purpose may interrupt or restrict the provision of Interruptible Storage Service.

### 8.3 Procedure to be followed in the event of an Emergency Situation

- 8.3.1 In the event of an Emergency Situation resulting in a threat to the safe operation of the Storage System, the SSO shall:
  - 8.3.1.1 take immediate action to eliminate the Emergency Situation (failure) and remove and disruption in the operation of the Storage Facility or Group of Storage Facilities;
  - 8.3.1.2 immediately notify Storage Customers, operators of the systems interoperating with the Storage System and other market participants of the occurrence of an Emergency Situation and of the dates and duration of planned interruptions in the operation of the Storage Facility or a Group of Storage Facilities, in accordance with the procedure set out in the generally applicable regulations, including specifically the provisions of the REMIT. The cooperation between the SSO and the TSO and operators of other systems interoperating with the Storage System shall take place according to the rules referred to in clauses 6.1 - 6.3.

- 8.3.2 In the event of an Emergency Situation, the SSO may suspend or restrict the provision of a Storage Service, if its provision could cause a threat to the safe operation of the Storage System, human health or life, natural environment or damage to property, of which the SSO shall immediately inform Storage Customer.

### **PART III     FINAL PROVISIONS**

- 9.1 Upon its entry into force, the Storage Code shall replace the Rules and become an integral part of the existing SSAs. The Storage Customer shall have the right to terminate the SSA under clause 1.7.10.
- 9.2 Applications for a SSA submitted prior to the introduction of the Storage Code shall be deemed to have been effectively submitted. The SSO reserves the right to request the Applicant to supplement or correct the contents of such Application or documents attached thereto within the deadline set by the SSO, in order to adapt their content to the provisions of the Storage Code.
- 9.3 In the event when there is no possibility of using the SSO or another IT system for communication with and support of the Storage Customer, including cases when the IT system does not provide for a certain functionality or in case of its failure or malfunction, the SSO shall immediately inform the Applicant or Storage Customer about this fact, and shall undertake actions aimed at activating equivalent channels of communication with and support of the Storage Customer, allowing for the implementation of the provisions of the Storage Code, in particular taking into account clause 3.7.4.5 and clause 3.9.21.