

STANDARD FORM

**DAY-AHEAD  
STORAGE SERVICES AGREEMENT  
(hereinafter the Day-Ahead SSA)**

on \_\_\_\_\_

by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter, the Storage Customer)

and

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

\_\_\_\_\_  
(hereinafter, the SSO)

## **1. Storage Code**

- 1.1. This Day-Ahead Storage Services Agreement (hereinafter the “Day-Ahead SSA”) has been executed on the basis of the Storage Code. By signing this Day-Ahead SSA the Storage Customer accepts all the provisions of the Storage Code and General Terms and Conditions of the Storage Services Agreement (the “GTC”).
- 1.2. All capitalised terms used in this Day-Ahead SSA shall have the meanings assigned to them in the Storage Code.

## **2. The Object of the Storage Services Agreement**

- 2.1. The SSO hereby undertakes to provide the Day-Ahead Storage Service to the Storage Customer in accordance with the terms and conditions set out in the orders placed by the Storage Customer through the OIP under this Day-Ahead SSA.
- 2.2. The Storage Customer undertakes to comply with the provisions of the Storage Code and GTC, and to make timely payments of the charges due to SSO and applied in accordance with the Tariff and the Storage Code.
- 2.3. The currently applicable Storage Code, GTC and Tariff are published by the SSO on the SSO's website.

## **3. Settlements and Tariff Group**

- 3.1. At the time of executing this Day-Ahead SSA, the Storage Customer has been classified into the tariff group \_\_\_\_\_.
- 3.2. The tariff group may be changed in accordance with the principles set out in the Tariff.

## **4. Withdrawal of Gaseous Fuel**

- 4.1. The Storage Customer shall submit appropriate Nominations in order to withdraw the Gaseous Fuel injected to GSF Kawerna within a period not exceeding the term of this Day-Ahead SSA.
- 4.2. If, after the termination of this Day-Ahead SSA, Gaseous Fuel injected at request of the Storage Customer still remains in GSF Kawerna, the Storage Customer shall be obliged to withdraw such Gaseous Fuel at the soonest possible date indicated by the SSO or agreed between the Parties in accordance with the Storage Code. In case when the Storage Customer fails to fulfil the above obligation, the SSO shall have the right to publish, on its website, an irrevocable offer of the Storage Customer or the owner of the Gaseous Fuel to sell the same. A detailed procedure for the sale of uncollected Gaseous Fuel is set out in the GTC.
- 4.3. The provisions of clauses 4.1 and 4.2 shall not apply in case when another SSA between the Parties is in effect and provides the basis for the SSO to continue storing the quantities of Gaseous Fuel left by the Storage Customer in the Storage Facility or Group of Storage Facilities.

## **5. Addresses and Contact Persons**

The following contact persons shall be authorised to act on behalf of the Parties with respect to any matters related to the performance of this Day-Ahead SSA, other than making the declarations of will as to their validity or amendment of the content thereof:

### **5.1. for the SSO:**

5.1.1. \_\_\_\_\_ (Full name)

5.1.2. Phone number \_\_\_\_\_

5.1.3. Fax \_\_\_\_\_

5.1.4. Email \_\_\_\_\_

5.1.5. Postal address \_\_\_\_\_

and for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:

5.1.6. UGS Dispatching Center

5.1.7. Phone number \_\_\_\_\_

5.1.8. Fax number \_\_\_\_\_

5.1.9. Email \_\_\_\_\_

5.1.10. Postal address (for correspondence) \_\_\_\_\_

All phone calls to the phone number indicated in section 5.1.7 are recorded.

### **5.2. for the Storage Customer:**

5.2.1. \_\_\_\_\_ (Full name)

5.2.2. Telephone \_\_\_\_\_

5.2.3. Fax \_\_\_\_\_

5.2.4. Email \_\_\_\_\_

5.2.5. Postal address \_\_\_\_\_

and for matters related to the direct execution of storage services and 24/7 communication between the Storage Customer and the SSO:

5.2.6. \_\_\_\_\_

5.2.7. Phone number \_\_\_\_\_

5.2.8. Fax number \_\_\_\_\_

5.2.9. Email \_\_\_\_\_

5.2.10. Postal address (for correspondence) \_\_\_\_\_

## **6. Language and Applicable Law**

6.1. The Polish language version of this Day-Ahead SSA shall be binding.

6.2. This Day-Ahead SSA shall be governed by the Polish law.

## **7. Dispute Resolution**

- 7.1. Any dispute arising out of or in connection with this Day-Ahead SSA, including disputes concerning payments, shall first be resolved through negotiation and the Parties agree to use every effort possible to this end.
- 7.2. If, despite the undertaken efforts, the resolution of a dispute through negotiations proves impossible within 30 days from the start of the negotiations, the dispute shall be referred for resolution to the Arbitration Tribunal at the Chamber of Gas Industry in Warsaw, unless the jurisdiction over such dispute is exclusively vested in the President of the Energy Regulatory Office, or any other authority. The occurrence or existence of a dispute concerning this Day-Ahead SSA shall not release the Parties from the obligation to perform obligations hereunder.

## **8. Final provisions**

- 8.1. Any amendment of this Day-Ahead SSA, or its termination, or withdrawal here from, shall be made in writing, otherwise being null and void, subject to the following provisions.
- 8.2. The GTC constitute an Appendix to this Day-Ahead SSA and its integral part. The GTC constitute a standard contract within the meaning of Art. 384 of the Civil Code Act of 23 April 1964 (consolidated text: Dz.U.2023.1610, as amended). By signing the Framework SSA, the Storage Customer confirms the receipt of the applicable GTC.
- 8.3. The amendment of the GTC shall take place in the manner specified in the GTC.
- 8.4. The amendments to the Storage Code shall come into force and become binding for the Parties in the manner specified in the Energy Law Act and the Storage Code.
- 8.5. Changes to the Tariff shall be made in the manner specified in the Energy Law Act.
- 8.6. Both the SSO or the Storage Customer shall have the right terminate this Day-Ahead SSA at any time, subject to one month's notice, effective at the end of the next month.
- 8.7. The termination of the Day-Ahead SSA may be done without stating the reasons.
- 8.8. In case of any inconsistency between the provisions of this Day-Ahead SSA and the provisions of the Storage Code, the provisions of the Storage Code shall prevail.

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For the Storage Customer

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For the SSO

Appendix: General Terms and Conditions of the Storage Services Agreement