

# EFET

## European Federation of Energy Traders

Amstelveenseweg 998 / 1081 JS Amsterdam  
Tel: +31 20 5207970

E-mail: [secretariat@efet.org](mailto:secretariat@efet.org)

Webpage: [www.efet.org](http://www.efet.org)

## GASPOOL APPENDIX

to the  
**EFET General Agreement**  
**Concerning the Delivery and Acceptance of Natural Gas**  
**Version 2.0/January 6, 2003**  
and  
**Version 2.0(a)/May 11, 2007**

**NOTICE AND WAIVER:** THIS GASPOOL APPENDIX WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY PARTICULAR CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS GASPOOL APPENDIX AND THE EFET GENERAL AGREEMENT TO ENSURE ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER'S LEGAL INTERESTS. USERS OF THIS GASPOOL APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.

# EFET

## European Federation of Energy Traders

**GASPOOL Appendix**  
to the  
General Agreement  
Concerning the Delivery and Acceptance of Natural Gas  
Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007

### **GASPOOL APPENDIX**

dated as of \_\_\_\_\_  
(the "Gaspool Appendix Effective Date")

Between

\_\_\_\_\_

and

\_\_\_\_\_

**Check the box and fill in date only if you are using this Gaspool Appendix to modify and supplement a previously executed General Agreement between the Parties:**

By executing this Gaspool Appendix in the signature block at the end hereof, the Parties hereby modify, supplement and amend the terms of that certain previously executed General Agreement entered into and dated as of \_\_\_\_\_, \_\_\_\_\_ to provide that the terms of this Gaspool Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Gaspool Transactions (as hereinafter defined).

All Gaspool Transactions (as hereinafter defined) concluded before execution of this Gaspool Appendix shall be governed by this Gaspool Appendix. The Parties acknowledge that prior to the establishment of the Gaspool Virtual Trading Point, virtual trading points for H-Gas were previously separately operated by Gasunie Deutschland (in its joint market area with DONG Energy Pipelines and Statoil Deutschland Transport) and by ONTRAS – VNG Gastransport and WINGAS TRANSPORT in their respective market areas and that Individual Contracts at the virtual trading points run by Gasunie Deutschland were referred to as "Gasunie Deutschland Transactions" for the purposes of the General Agreement. The Gasunie Deutschland virtual trading points themselves were previously operated by BEB Transport GmbH & Co. KG, Hannover and Individual Contracts at such Gasunie Deutschland virtual trading points were referred to as "BEB Transactions" for the purposes of the General Agreement. Any such Gasunie Deutschland Transactions for H-Gas and BEB Transactions for H-Gas concluded before the execution of this Gaspool Appendix shall be deemed to be Gaspool Transactions for the purposes of this Gaspool Appendix and the General Agreement. Further any Individual Contracts for H-Gas concluded before the execution of this Gaspool Appendix at the virtual trading points of ONTRAS – VNG Gastransport GmbH and WINGAS TRANSPORT respectively shall be deemed to be Gaspool Transactions for the purpose of this Gaspool Appendix and the General Agreement.

# GASPOOL APPENDIX

The Parties acknowledge that prior to the establishment of the Gaspool Virtual Trading Point, virtual trading points for H-Gas were previously separately operated by Gasunie Deutschland (in its joint market area with DONG Energy Pipelines and StatoilHydro Deutschland) and by ONTRAS – VNG Gastransport and WINGAS TRANSPORT in their respective market areas, whereas the Gasunie Deutschland virtual trading points were previously operated by BEB Transport GmbH & Co. KG, Hannover and accordingly, insofar as it related to H-Gas Individual Contracts at the Gasunie Deutschland virtual trading point, Version 1.0 of this Gaspool Appendix was called the "BEB Appendix" and Version 2.0 of this Gaspool Appendix was called the "Gasunie Deutschland Appendix".

The provisions of the General Agreement are hereby amended and supplemented in accordance with the following:

## 1. Network Access Conditions of Gaspool Balancing Services GmbH

Capitalised terms used in this Gaspool Appendix and not otherwise defined herein or in the General Agreement shall have the meanings given to them in the English translation of the TCs published by Gaspool from time to time (inclusive of their Appendices and Exhibits). References to any particular section or provision of the TCs shall be read as references to such section or provision as re-numbered or re-referenced from time to time.

For the purposes of this Gaspool Appendix and all Gaspool Transactions, Gaspool shall be the relevant Network Operator.

## 2. Applicability of this Gaspool Appendix

This Gaspool Appendix to the General Agreement (inclusive of this Gaspool Appendix's Annexes) modifies, amends and supplements, to the extent set forth herein, certain provisions of the General Agreement and, together with the General Agreement, shall apply to and govern all Individual Contracts entered into by the Parties for and concerning the delivery and acceptance of Natural Gas at the Gaspool Virtual Trading Point (each such Individual Contract a "**Gaspool Transaction**", and collectively, the "**Gaspool Transactions**"). Any and all future Individual Contracts between the Parties that constitute Gaspool Transactions shall be automatically subject to the General Agreement as it is modified, supplemented and amended by this Gaspool Appendix without further action by the Parties, unless the agreed upon terms of such Individual Contract expressly provide that it shall not be subject to this Gaspool Appendix. For all other types of Individual Contracts, the General Agreement shall remain unchanged by the Gaspool Appendix. In the event of any inconsistency between the General Agreement and this Gaspool Appendix, this Gaspool Appendix shall prevail for the purposes of all Gaspool Transactions. In the event of any inconsistency between the terms of a Gaspool Transaction (whether evidenced in a Confirmation or otherwise) and the provisions of either this Gaspool Appendix or the General Agreement (as amended by this Gaspool Appendix), the terms of the Gaspool Transaction shall prevail for the purposes of that Gaspool Transaction.

## 3. Confirmations

3.1 § 3.2 (*Confirmations*) of the General Agreement shall be amended by deleting the reference in the last line to "Annex 2a - d" and replacing it with "Annex 2 Gaspool (A)-(D)".

3.2 Annexes 2 Gaspool (A) - 2 Gaspool (D) which are attached to this Gaspool Appendix shall be added to the General Agreement for use in Gaspool Transactions.

## 4. Force Majeure

For the purposes of a Gaspool Transaction, § 7 (*Non-Performance Due to Force Majeure*) of the General Agreement shall apply but with the deletion of the words:

"unless this constitutes a Transportation Failure" from § 7.1 (*Definition of Force Majeure*).

Notwithstanding the above, if any of the Gaspool Market Area Operators interrupt or constrain the transportation of Natural Gas to or from the Delivery Point whether pursuant to an operational flow order or otherwise in accordance with their respective GT&Cs in such a way that results in a Party being unable to perform or procure performance of any of its delivery or acceptance obligations under a Gaspool Transaction and such interruption or constraint has neither been caused in whole or in part by the Claiming Party or its Balancing Group Manager nor resulted from the use of interruptible transportation capacity, then this shall constitute a Force Majeure event with respect to that Gaspool Transaction.

**5. Remedies for Failure to Deliver or Accept the Contract Quantity**

For the purposes of Gaspool Transactions §§ 8.1 to 8.4 (*Underdelivery, Under Acceptance, Overdelivery and Over Acceptance*) inclusive shall be deleted and replaced with the following:

"1. **Underdelivery:** If in respect of an hour and/or a Day the Contract Quantity exceeds the Delivered Quantity by reason of the Seller's Default, the Seller shall pay to the Buyer as compensation for its resulting losses (if any) an amount (if positive) equal to:

(a) the Buyer's Balancing Charges;

minus

(b) the product of the Default Quantity and the Contract Price.

2. **Under Acceptance:** If in respect of an hour and/or a Day the Contract Quantity exceeds the Delivered Quantity by reason of the Buyer's Default, the Buyer shall pay to the Seller as compensation for its resulting losses (if any) an amount (if positive) equal to:

(a) the Seller's Balancing Charges;

plus

(b) the product of the Default Quantity and the Contract Price;

minus

(c) the Seller's Balancing Compensation.

3. **Overdelivery:** If in respect of an hour and/or a Day the Delivered Quantity exceeds the Contract Quantity by reason of the Seller's Default, the Seller shall pay to the Buyer as compensation for its resulting losses (if any) an amount (if positive) equal to:

(a) the Buyer's Balancing Charges;

plus

(b) the product of the absolute value of the Default Quantity and the Contract Price;

minus

(c) the Buyer's Balancing Compensation.

4. **Over Acceptance:** If in respect of an hour and/or a Day the Delivered Quantity exceeds the Contract Quantity by reason of the Buyer's Default, the Buyer shall pay to the Seller as compensation for its resulting losses (if any) an amount (if positive) equal to:

(a) the Seller's Balancing Charges;

minus

(b) the product of the absolute value of the Default Quantity and the Contract Price."

**6. Tolerance**

For the purposes of Gaspool Transactions the Tolerance shall be zero.

**7. Off-Spec Gas**

For the purposes of Gaspool Transactions the provisions of § 8a (*Off-Spec Gas*) shall not apply.

**8. Annex 1 - Defined Terms**

For the purposes of all Gaspool Transactions, Annex 1 of this General Agreement shall be amended by:

8.1 the insertion of the following definitions:

8.1.1 "**Additional Balancing Service**" means any additional balancing service offered by Gaspool from time to time;

8.1.2 "**Balancing Charges**" means the amount chargeable to a Balancing Group Manager by Gaspool under the TCs if that Balancing Group Manager had failed to balance its Balancing Group in the relevant hour and Day solely by reason of a quantity of Natural Gas equal to the difference between the Contract Quantity and the Delivered Quantity assuming a Balancing Group tolerance of zero per cent and that the Balancing Group had not booked an Additional Balancing Service;

8.1.3 "**Balancing Compensation**" means the amount payable to a Balancing Group Manager by Gaspool under the TCs if that Balancing Group Manager had failed to balance its Balancing Group in the relevant hour and Day solely by reason of a quantity of Natural Gas equal to the difference between the Contract Quantity and the Delivered Quantity assuming a Balancing Group tolerance of zero per cent and that the Balancing Group had not booked an Additional Balancing Service;

8.1.4 "**Balancing Group**" shall have the same meaning as balancing group in the English translation of the TCs;

8.1.5 "**Balancing Group Manager**" shall have the same meaning as balancing group manager in the English translation of the TCs;

8.1.6 "**DONG Energy Pipelines**" means DONG Energy Pipelines GmbH, Kiel or any successor Entity from time to time;

8.1.7 "**ERDGAS MÜNSTER Transport**" means Erdgas Münster Transport GmbH & Co. KG, Münster or any successor Entity from time to time;

8.1.8 [Not Used]

8.1.9 "**EWE NETZ**" means EWE NETZ GmbH, Oldenburg or any successor Entity from time to time;

8.1.10 "**Gaspool**" means Gaspool Balancing Services GmbH, Berlin or any successor Entity from time to time;

8.1.11 "**Gaspool Market Area**" means the market area H-Gas and L-Gas jointly set up by the Gaspool Market Area Operators;

8.1.12 "**Gaspool Market Area Operators**" shall mean the network operators operating the H-Gas and L-Gas transportation systems within the Gaspool Market Area, being at the time of publishing of this Gaspool Appendix DONG Energy Pipelines, ERDGAS MÜNSTER Transport, EWE NETZ, Gasunie Deutschland, ONTRAS – VNG Gastransport, Statoil Deutschland Transport and WINGAS TRANSPORT;

8.1.13 "**Gaspool Transaction**" shall have the meaning set out in Clause 2 of this Gaspool Appendix;

8.1.14 "**Gaspool Virtual Trading Point**" means the H-Gas and L-Gas virtual trading points in the Gaspool Market Area, operated by Gaspool;

- 8.1.15 "**Gasunie Deutschland**" means Gasunie Deutschland Transport Services GmbH, Hannover or any successor Entity from time to time;
- 8.1.16 "**GT&Cs**" means the General Terms and Conditions of Transport for market areas H-Gas and L-Gas within the Gaspool Market Area published by from time to time by the respective Gaspool Market Operator;
- 8.1.17 "**H-Gas**" means high calorific value Natural Gas;
- 8.1.18 "**Kilowatt Hours**" or "**KWh**" means 0.001MWh;
- 8.1.19 "**L-Gas**" means low calorific value Natural Gas;
- 8.1.20 "**ONTRAS – VNG Gastransport**" means ONTRAS – VNG Gastransport GmbH, Leipzig or any successor Entity from time to time;
- 8.1.21 "**Statoil Deutschland Transport**" means Statoil Deutschland Transport GmbH, Emden or any successor Entity from time to time;
- 8.1.22 "**TCs**" means the Terms and Conditions of Gaspool from time to time;
- 8.1.23 "**WINGAS TRANSPORT**" means WINGAS TRANSPORT GmbH, Kassel or any successor Entity from time to time;

and

- 8.2 by the amendment of the following definitions:

"**Time Unit**" means, in respect of a Gaspool Transaction, one hour (unless otherwise agreed by the Parties).

**ADDITIONAL PROVISIONS / AMENDMENTS TO THE GASPOOL APPENDIX**

**To be executed by Parties that checked and completed the box on the first page hereof:**

IN WITNESS whereof this Gaspool Appendix has been duly executed by the duly authorized representative(s) of each Party on the respective dates set out below with effect from the Gaspool Appendix Effective Date.

_____	_____
[Name of Party]	[Name of Party]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

# EFET

## European Federation of Energy Traders

### ANNEX 2 Gaspool (A) to the Gaspool Appendix

#### CONFIRMATION OF INDIVIDUAL CONTRACT FOR GASPOOL TRANSACTIONS (FIXED PRICE)

**BETWEEN:**

(1) \_\_\_\_\_ ("Seller"); and

(2) \_\_\_\_\_ ("Buyer").

concluded on [ / / ], [ : ] hours

**Delivery Point :** [Gaspool Virtual Point H-Gas] [Gaspool Virtual Point L-Gas]

**Intra System**

**Relevant System :** DONG Energy Pipelines, ERDGAS MÜNSTER Transport, EWE NETZ, Gasunie Deutschland, ONTRAS – VNG Gastransport, Statoil Deutschland Transport and WINGAS TRANSPORT

**Contract Quantity :** [ ] KWh

**Time Unit :** 1 hour

**Total Supply Period :** From [ ] hours on [ / / ]  
to [ ] hours on [ / / ]

**Contract Price :** [ ]

**Tolerance :** 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date : \_\_\_\_\_ Signature : \_\_\_\_\_



# EFET

## European Federation of Energy Traders

### ANNEX 2 Gaspool (B) to the Gaspool Appendix

#### CONFIRMATION OF INDIVIDUAL CONTRACT FOR GASPOOL TRANSACTIONS (FLOATING PRICE)

**BETWEEN:**

(1) \_\_\_\_\_ ("Seller"); and

(2) \_\_\_\_\_ ("Buyer").

concluded on [ / / ], [ : ] hours

**Delivery Point :** [Gaspool Virtual Point H-Gas] [Gaspool Virtual Point L-Gas]

**Intra System**

**Relevant System :** DONG Energy Pipelines, ERDGAS MÜNSTER Transport, EWE NETZ, Gasunie Deutschland, ONTRAS – VNG Gastransport, Statoil Deutschland Transport and WINGAS TRANSPORT

**Contract Quantity :** [ ] KWh

**Time Unit :** 1 hour

**Total Supply Period :** From [ ] hours on [ / / ]  
to [ ] hours on [ / / ]

**Price Source :** [ ]

**Commodity Reference Price :** [ ]

**Alternate Commodity Reference Price :** [ ]

**Calculation Date :** [ ]

**Calculation Agent :** [ ]

**Calculation Method :** [ ]

**Tolerance :** 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

# EFET

## European Federation of Energy Traders

### ANNEX 2 Gaspool (C) to the Gaspool Appendix

#### CONFIRMATION OF INDIVIDUAL CONTRACT FOR GASPOOL TRANSACTIONS (CALL OPTION)

**BETWEEN:**

(1) \_\_\_\_\_ ("Writer"); and

(2) \_\_\_\_\_ ("Holder").

concluded on [ / / ], [ : ] hours

**Option Details :**

- (a) Option Type : Call
- (b) Option Style : American/European
- (c) Exercise Deadline : [ ]
- (d) Exercise Period : (if American Style Option)
- (e) Premium : [ ]
- (f) Premium Payment Date : [ ]

**Delivery Point :** [Gaspool Virtual Point H-Gas] [Gaspool Virtual Point L-Gas]

**Intra System**

**Relevant System :** DONG Energy Pipelines, ERDGAS MÜNSTER Transport, EWE NETZ, Gasunie Deutschland, ONTRAS – VNG Gastransport, Statoil Deutschland Transport and WINGAS TRANSPORT

**Contract Quantity :** [ ] KWh

**Time Unit :** 1 hour

**Total Supply Period :** From [ ] hours on [ / / ]  
to [ ] hours on [ / / ]

**Contract Price :** [ ]

**Tolerance :** 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

# EFET

## European Federation of Energy Traders

### ANNEX 2 Gaspool (D) to the Gaspool Appendix

#### CONFIRMATION OF INDIVIDUAL CONTRACT FOR GASPOOL TRANSACTIONS (PUT OPTION)

**BETWEEN:**

(1) \_\_\_\_\_ ("Writer"); and

(2) \_\_\_\_\_ ("Holder").

concluded on [ / / ], [ : ] hours

**Option Details :**

- (a) Option Type : Put
- (b) Option Style: American/European
- (c) Exercise Deadline : [ ]
- (d) Exercise Period : (if American Style Option)
- (e) Premium : [ ]
- (f) Premium Payment Date : [ ]

**Delivery Point :** [Gaspool Virtual Point H-Gas] [Gaspool Virtual Point L-Gas]

**[X] Intra System**

**Relevant System :** DONG Energy Pipelines, ERDGAS MÜNSTER Transport, EWE NETZ, Gasunie Deutschland, ONTRAS – VNG Gastransport, Statoil Deutschland Transport and WINGAS TRANSPORT

**Contract Quantity :** [ ] KWh

**Time Unit :** 1 hour

**Total Supply Period :** From [ ] hours on [ / / ]  
to [ ] hours on [ / / ]

**Contract Price :** [ ]

**Tolerance :** 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date : \_\_\_\_\_

Signature : \_\_\_\_\_