
Pricelist for the allocation of codes within the German gas market

(1) This pricelist applies for the identifiers DVGW-codes for market partners, EIC and gas grid operator numbers, allocated by DVGW Service & Consult GmbH, commissioned by DVGW Deutscher Verein des Gas- und Wasserfaches e.V. – Technisch-wissenschaftlicher Verein (DVGW) (DVGW German Technical and Scientific Association for Gas and Water).

(2) For the “fee per company” all codes allocated by DVGW, which are company-specific (DVGW-codes, EIC-X, gas grid operator numbers) will be summarized at the respective accounting date and invoiced collectively. The accounting date for the determination of the annual fee to be invoiced is December 31st of the respective year. The basis of calculation is table 1: codes for companies.

(3) For the fee per network interconnection point (NIP) and exit zones (EZ), all codes which are specific to the interconnection point (EIC-Z, EIX-Y) will be summarized at the respective accounting date and invoiced collectively. The accounting date for the determination of the annual fee to be invoiced is December 31st of the respective year. The basis of calculation is table 2: Codes for network interconnection points and exit zones. The summarization is made per company for every interconnection point and every exit zone, for which the company is listed as upstream grid operator.

(4) The due annual fee is determined according to a quantity scale. The fees are net prices based on this quantity scale. The basis for determining the quantity scale is the total number of the gas grid operator numbers, DVGW-codes and EIC which are valid at the respective accounting date.

(5) Code holders, who hold a valid code on December 31st of a year (“existing costumers”), the company fee will be invoiced as annual fee for the following calendar year in advance. New codes or cancellations during the year will be considered for billing not until the next accounting date.

(6) For companies which apply for a code for the first time during the current year and thus are newly entered in the data base (“new customers”), the full annual fee is invoiced at the accounting date due to the inception of contract during the year. The accounting date for the calculation of the fee to be invoiced is December 31st of the current year.

Tabelle 1: codes for companies

Code type	Number of codes per company	Price in €
Code allocation market function	1	43,- €
	2	78,- €
	3	110,- €
	4	140,- €
	5	155,- €
	6	165,- €
	Each additional code	+ 25,- €

Tabelle 2: codes for network interconnection points and exit zones

Code type	Number of codes per company	Price in €
Network interconnection points and exit zones	Up to 100	100,- €
	101 to 300	250,- €
	301 and more	400,- €

The “fee per company per year“ and the “fee per grid access point“ (corresponding to the actual respective total number of codes) amount to the total annual fee for the respective code holder.

Sample calculation:

The company holds 3 codes for market functions:

1 x DVGW-code supplier

1 x EIC-X

1 x DVGW-Code balancing group responsible party

3 market functions = 110.00 €

The company holds 73 codes for grid access points:

65 x EIC-Z as upstream grid operator

8 x EIC-Y as upstream grid operator

73 GCP-Codes = 100.00 €

Total: 210.00 €

DVGW Service & Consult GmbH Terms of use for the allocation and administration of DVGW code numbers for the German gas market

The following terms of use are valid from 01.01.2017 for the contractual allocation and use of a DVGW code number and for the use of all DVGW code numbers already issued. With the use of the DVGW code numbers after the 01.01.2017, the code owner accepts these terms of use.

The DVGW code numbers are assigned as follows exclusively for participation in the German Gas market. The data contained in the DVGW code number database may not be used for any other purpose (such as advertising or general letters to companies, etc.).

In addition to the statutory regulations (e.g. Energy Industry Act, Renewable Energies Act, Grid Access Ordinance) the published specifications for business processes and Data formats, which are approved by Resolution Chambers 6 and 7 of the Federal Network Agency for Electricity, Gas, Telecommunications, postal services and railways (hereinafter "BNetzA"), apply.

§1 Entitlement

(1) Any legal person or natural person participating in the German gas market is entitled to apply for a DVGW code number, if it does not yet have a DVGW code number. Any company requires a separate code number for every market role in the gas market.

(2) A DVGW membership is not required for the application and use of a DVGW code number.

(3) An application for the DVGW code number for the purpose of transmission or trade of said code number is prohibited.

§ 2 Application for a new DVGW code number

(1) Applications for DVGW code numbers are submitted exclusively electronically via the website "www.energiecodes.de. By sending the request, the applicant accepts these Terms of Use.

(2) The application must contain the following information:

- Company of the future DVGW code number owner in accordance with the wording or first name entered in the commercial register and Name, if future code owner is a natural person
- Address (street, house number, postcode, Place)
- Company homepage
- Market function
- email
- contact person and contact details (first name and surname, department/ area, telephone number, fax number, e-mail address)
- If available, the Global Location Number (GLN of GS1), if this should be - alternatively - used in a market function in the German gas market.

The applicant insures with the application, that the information contained therein is correct and that he is entitled for application and later use of the DVGW code number, in particular, that registration and the intended use of the DVGW code number does not infringe the rights of third parties or violates general laws. He also assures compliance with these terms of use. He also assures that a DVGW code number will be used exclusively in the German gas market.

(4) By submitting of the application the DVGW code number owner agrees with the publication of its assigned DVGW code number together with the information provided with the request.

§ 3 Allocation of DVGW code numbers by DVGW Service & Consult GmbH

(1) Examination of the application and submission of the DVGW code number are always given in the order in which the applications are received. If the application is correct and complete and if the requirements are met, the DVGW Code Number will be allocated by DVGW Service & Consult GmbH by e-mail. Reasons for rejections will also be given by e-mail.

(2) Upon assignment of the DVGW code number, a contract with these Terms of Use is concluded between DVGW Service & Consult GmbH and the applicant.

(3) DVGW Service & Consult GmbH assures that the personal data of the applicant or DVGW code number owner will only be passed on to third parties involved in the processing and implementation of the DVGW code number contract and will not be used or passed on for advertising purposes.

§ 4 Obligations of DVGW Service & Consult GmbH

(1) DVGW Service & Consult GmbH ensures that DVGW code numbers are not assigned more than once (collision-free).

(2) Die DVGW Service & Consult GmbH is not obliged to check whether the registration of a DVGW code number or its use by the DVGW code number owner infringes rights of third parties.

(3) DVGW Service & Consult GmbH publishes the list of companies with the data submitted in the application and the DVGW code numbers assigned on its website or the website www.energiecodes.de.

§ 5 Rights and obligations of the DVGW code number owner

(1) The DVGW code number owner may use the assigned DVGW code number in legal transactions. The DVGW code number owner is obliged to check the correct publication of the DVGW code number assigned to him and the associated data on the website immediately after allocation and to inform the B.V. immediately of any errors. If the DVGW code number owner does not make such notification within ten working days of the notification of allocation, the publication of his code number in the registers shall be deemed correct. DVGW Service & Consult GmbH shall not be liable, unless the DVGW code number owner provides such notification, after ten working days have elapsed since the notification of allocation. Alternatively, the Use of the DVGW code number for Participation in the gas market before the end of ten years working days as recognition and release of the Registration.

(2) The DVGW code number owner undertakes to inform DVGW Service & Consult GmbH immediately if changes occur to the data provided by him. The contact person for the DVGW code number may change his personal contact details himself; all other changes must be communicated to the GmbH

by e-mail or in the manner specified by DVGW Service & Consult GmbH.

(3) The DVGW code number owner shall also notify us immediately if he ceases his business activities or ceases to participate in the German gas market; his DVGW code number shall then be disabled.

(4) The code number owner may only use DVGW code numbers for participation in and implementation of market communication in the German gas market. Improper use may lead to the DVGW code number being blocked by DVGW Service & Consult GmbH and to claims for damages by DVGW Service & Consult GmbH. Misuse shall be deemed to exist in particular if a DVGW code number is passed on to third parties without the written consent of DVGW Service & Consult GmbH.

§ 6 Disabling of the DVGW code number by the DVGW code number owner

The DVGW code number owner may at any time by e-mail or letter or by the means specified by DVGW Service & Consult GmbH request the disabling of a DVGW code number or the change of the data stored for the DVGW code number assigned to him, which he cannot carry out himself in accordance with § 5 (2).

§ 7 Transmission of a DVGW code number

(1) In the event of legal succession, the DVGW code number owner must inform DVGW Service & Consult GmbH in writing no later than 14 days after the legal succession takes effect, submitting proof (e.g. corresponding extract from the commercial register).

(2) A legal transaction transfer of the DVGW code number requires

- the corresponding written declaration of the previous DVGW code number owner,
- the registration of the future DVGW code number owner with DVGW Service & Consult GmbH,
- the written declaration of the future DVGW code number owner to assume the obligations of the previous DVGW code number owner and
- the GmbH's consent expressed upon registration in order to become effective.

The previous and the new DVGW code number owners are obligated to notify transmission of the DVGW code number to their contractual partners.

§ 8 Majority of DVGW code numbers for legal succession

A legal successor who already has a corresponding DVGW code number in his name is obliged to inform DVGW Service & Consult GmbH which of the two DVGW code numbers he wishes to continue. The other DVGW code number is disabled. Without a corresponding decision, DVGW Service & Consult GmbH may disable the DVGW code number of the expired DVGW code number owner.

§ 9 Disabling of the DVGW code number by the DVGW Service & Consult GmbH

(1) A DVGW code number shall be assigned for an indefinite period.

(2) Both parties can terminate the contractual relationship with 3 months' notice to the end of a calendar year, unless law stipulates a longer period of notice. Termination must be in writing.

(3) The GmbH may block a DVGW code number with immediate effect for good cause. A good cause exists, for example, if

- a) the DVGW code number owner has given a written, unrestricted and punishable undertaking not to use a DVGW code number, or has issued a final declaration in connection with a corresponding interim injunction, or has issued a corresponding legally binding judgement on the main issue, or
- b) the DVGW code number owner has violated essential contractual obligations and continues to violate them after being reminded and setting a deadline, in particular not to use a DVGW code number for participation in the German gas market, or
- c) the data provided to DVGW Service & Consult GmbH by the DVGW code number owner or the administrative contact person was incorrect and has not been corrected despite DVGW Service & Consult GmbH's request, or

- d) DVGW Service & Consult GmbH no longer allocates and manages DVGW code numbers, or
- e) the DVGW code number owner has discontinued its business activities or is no longer participating in the German gas market,
- f) the DVGW code number owner does not comply with his duty to pay remuneration despite a reminder, or
- g) insolvency proceedings are opened against the assets of the DVGW code number owner, or
- h) DVGW Service & Consult GmbH is entitled to block the service in accordance with § 8.

In the case of (3) b), c) and f), DVGW Service & Consult GmbH shall inform the DVGW Code number owner in writing of the reason for the blocking and shall set him a period of thirty (30) calendar days to remedy the reason. During this period the GmbH is already entitled to temporarily block the DVGW code number. If the reason for the temporary suspension no longer applies, the GmbH shall lift the suspension. In this case, the GmbH shall not be liable in any way with regard to the blockage.

(4) DVGW Service & Consult GmbH may also block the DVGW code number temporarily or permanently if an authority or other government agency has issued an order due to an infringement of rights or a corresponding urgent suspicion. In this case, DVGW Service & Consult GmbH shall be released from any liability with regard to the blockage.

(5) Notwithstanding any further legal rights, DVGW Service & Consult GmbH may remove a DVGW code number from the publicly available DVGW code number list by sending the blocking notice.

(6) Upon the blocking taking effect, the DVGW code number owner loses the right to continue to use a DVGW code number. If this is indispensable for the proper termination of the contractual relationship of the DVGW code number owner, the DVGW code number owner is permitted to use the DVGW code number for the last transactions in deviation from sentence 1. In case of misuse, he is liable for all resulting damages.

(7) DVGW Service & Consult GmbH will reassign a permanently blocked DVGW code number no earlier than ten years after it has been disabled.

§ 10 Fees

(1) The DVGW code number owner undertakes to pay the fees specified in the price sheet to DVGW Service & Consult GmbH.

(2) All codes (DVGW code numbers, EIC, gas network operator numbers) issued upon request in accordance with the respective terms of use shall be combined and billed together on the respective reporting date. The settlement date for determining the annual fee is January 1st of the respective year.

(3) The annual fee to be billed consists of a fee per code. The fees are to be understood as net prices staggered in quantity, which are to be paid plus the statutory value added tax. The basis for determining the quantity scale is the total number of gas network operator numbers, DVGW code numbers and EIC valid on the respective billing date.

(4) Code owners who have a valid code on January 1st of a year ("existing customers") will be invoiced in advance for the annual fee for this calendar year in the first quarter. Newly added codes are not included in the fee calculation until the next billing key date.

(5) Companies that receive a code (DVGW code number, EIC or gas network operator number) for the first time in the current year and are added to the database for this purpose ("new customers") will be invoiced pro rata for the remaining months when the contract begins during the year. The billing key date for determining the proportional charge to be billed is the first day of the month following the validity date of this first code assigned. If additional codes are assigned after the first assignment of codes during the same calendar year, these codes are not included in the fee calculation until the next billing date.

(6) Changes in the number of codes issued during the year (DVGW code numbers, EIC, gas network operator numbers) do not entitle either DVGW Service & Consult GmbH to additional claims or the code number owner to reimbursement. The regulation in paragraph (5) remains unaffected.

(7) Any bank charges or other charges incurred during payment shall be borne by the DVGW code number owner.

(8) DVGW Service & Consult GmbH is entitled to send invoices by e-mail to the DVGW code number owner or the administrative contact person.

(9) DVGW Service & Consult GmbH may change the price sheet annually on 1 January of a new calendar year with a notice period of three months. The price list will only be adjusted by DVGW Service & Consult GmbH if DVGW Service & Consult GmbH has a justified interest, e.g. in the event of increased award or administrative costs. The GmbH will notify the DVGW code number owner of the change by e-mail together with the reasons for the change.

If the new fees are not accepted, the DVGW code number owner has an extraordinary right of termination with a period of six weeks to the end of the respective calendar year.

§ 11 Liability

(1) DVGW Service & Consult GmbH does not guarantee the correctness of the published data on DVGW code numbers and owners. Only the applicants or DVGW code number owners are responsible for the correctness and completeness of the data.

(2) DVGW Service & Consult GmbH shall only be liable for damages - irrespective of the legal basis - if DVGW Service & Consult GmbH has caused such damages intentionally or through gross negligence. This also applies if DVGW Service & Consult GmbH has negligently violated an essential contractual obligation (so-called "cardinal obligation"). In the event of a breach of such essential contractual obligations, DVGW Service & Consult GmbH shall always only be liable for the damage that is typical and foreseeable at the time the contract is concluded.

(3) However, DVGW Service & Consult GmbH's obligation to pay compensation is limited to the amount of EUR 1,000,000 for property damage and EUR 300,000 for financial losses, depending on the case of damage, if DVGW Service & Consult GmbH is liable for negligently caused damage due to breach of material contractual obligations in accordance with paragraph (2).

(4) Liability is excluded for damages caused by the violation of non-essential contractual obligations as a result of simple negligence.

(5) Paragraphs (2) to (4) shall also apply to the legal representatives, employees and vicarious agents of the contracting parties. The disclaimer and

limitation of liability contained in these paragraphs shall not apply to damage to life, limb or health.

(6) Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.

(7) Typically foreseeable damages are those which the contractual partner has foreseen at the conclusion of the contract as a possible consequence of a breach of contract or which, taking into account the circumstances which were known to him or which he should have recognized, should have been foreseen at the application of customary care.

(8) The applicant or DVGW code number owner must immediately notify DVGW Service & Consult GmbH in writing of any damage for which DVGW Service & Consult GmbH is to be liable.

Except in the cases of consumer contracts covered by § 651 BGB, claims for damages which are not subject to the limitation period of § 438 para. 1 no. 2 or § 634a para. 1 no. 2 BGB expire after one year. The limitation period begins at the end of the year in which the claim arose.

§ 12 Changes to the contractual basis, communication channel

(1) DVGW Service & Consult GmbH shall be entitled to amend these Terms of Use if a change in these Terms of Use becomes necessary - in particular due to a change in the legal situation, a change in Supreme Court rulings or market conditions. Changes will be notified to the DVGW code number owners at least three months before they take effect, unless law specifies a different period.

(2) DVGW Service & Consult GmbH is entitled to send changes according to (1) by e-mail to the DVGW code number owner or the administrative contact person.

(3) If the DVGW code number owner does not agree to a change in the Terms of Use pursuant to Section 11 (1), he shall have an extraordinary right of termination six weeks after sending the corresponding information e-mail to DVGW Service & Consult GmbH. If he does not exercise this right of termination despite appropriate notification, the new terms of use shall be deemed to have been agreed. The DVGW code number owner is notified of this sequence in the amendment notice.

§ 13 General terms and conditions

(1) Deviating regulations do not apply, in particular general business or purchasing conditions of the applicant or code number owner, if they deviate from these regulations.

(2) Legal disputes in connection with these Terms of Use shall be governed exclusively by German law to the exclusion of those legal norms that refer to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(3) As far as permissible, Bonn is the exclusive place of jurisdiction. DVGW Service & Consult GmbH is also entitled to sue at the general place of jurisdiction of the DVGW code number owner.

(4) In the event of contradictions between this English version of the Terms of Use and the German version, only the German version shall be binding and shall take precedence over the English version in this respect.

(5) Should individual provisions of these terms of use be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract pursuant to § 3 (2), this shall not affect the validity of the remaining provisions of the contract.

(6) The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply correspondingly in the event that the contractual or terms of use prove to be incomplete.

§ 14 Contact

DVGW Service & Consult GmbH is registered in the commercial register; its registered office is in Bonn (Bonn Local Court, Commercial Register B, HRB 13127).

DVGW Service & Consult GmbH

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