

Individual Storage Agreement

Individual Storage Agreement No.:

Between the Erdölbevorratungsverband (the "EBV") *Körperschaft des öffentlichen Rechts*
Dammthorstraße 29-32, 20354 Hamburg, Deutschland

and

(hereafter "Storage Company")

based on the Framework Storage Agreement (Version: June 2016), the provisions of which govern the rights and obligations of the parties of this Individual Storage Agreement (the "Agreement"), the following Individual Storage Agreement is concluded herewith:

Tank storage facility (address):

Agreement commences on:

Agreement ends on:

This version of the Agreement is valid from:

☐ Commencement date of Agreement

☐

Type of stored goods:

Storage possible as of:

☐ Commencement date of Agreement

☐

Type of storage:

☐ **GM** (commingled) ☐ **GS** (segregated)

The exchange [Wälzung] shall be carried out:

☐ pursuant to section 10 Framework Storage Agreement, by the Storage Company itself (pursuant to attached Exchange Agreement [Wälzungsvereinbarung])

☐ pursuant to section 10 Framework Storage Agreement, by the Storage Company via company:
(pursuant to attached Exchange Agreement [Wälzungsvereinbarung])

☐ The Storage Company does not designate an exchange partner [Wälzpartner] (only in the case of segregated stock-keeping)

Max. Tank capacity utilisation:

☐ pursuant to TRbF [Technical Regulations for Combustible Liquids] (DK [diesel fuel] = 97 %; HEL [extra light heating oil] = 97 %; JET [jet fuel] = 96 %; OK [gasoline]; crude oil = 95 %)

☐ deviating: %

The storage of the contract quantities is carried out:

☐ untaxed in an energy tax warehouse [Energiesteuerlager]

☐ with energy tax paid

Owner of the energy tax warehouse [Energiesteuerlagerinhaber]:

HZA [main customs office] address:

Loading capacity in case of public power outage:

☐ yes

☐ no

Remarks on loading capacity in case of public power outage:

The storage fee for the total volume to be paid for is

EUR/m³ per annum plus value added tax.

The following tanks shall be subject to this Individual Storage Agreement (alternatively as per attached list of tanks):

Tank no.	Gauge capacity [Eichkapazität] (m ³)	Volume to be paid (m ³)

Tank no.	Gauge capacity [Eichkapazität] (m ³)	Volume to be paid (m ³)

Total:

0

0

The attached annexes *Throughput Fees and Additional Expenses* and *Exchange Agreement [Wälzungsvereinbarung]* and, if applicable list of tanks, form part of this Individual Storage Agreement.

, dated

Hamburg, dated

.....
(Stamp, full names and signatures)

This is a non-binding translation provided for convenience only!
The original German version is legally binding!

Throughput Fees and Additional Expenses

(Appendix to Individual Storage Agreement)

Individual Storage Agreement No.:

Storage Company (complete company name and address):

Tank storage address:

Tank storage (address):		
Name of site manager:	Telephone No.:	Fax No.:
Further contacts:	Satellite phone No.:	E-mail:
Tank storage working hours Monday-Friday: from to h	Tank storage working hours Saturday: from to h	Dispatch of block train [Ganzzugsabfertigung]: <input type="checkbox"/> yes <input type="checkbox"/> no, just tank wagons
KRITIS as per Annex 1 Part 3 Nr. 3 BSI-KritisV: <input type="checkbox"/> yes <input type="checkbox"/> no		Further remarks on KRITIS:

Throughput fees [Umschlagsvergütung] and additional expenses must be filled out in full by Storage Company:

	Loading and unloading options		Charges in EUR/t	
	Supply into Storage by	Delivery from Storage by	Supply into storage	Delivery from storage
Seagoing vessel	<input type="checkbox"/>	<input type="checkbox"/>		
Barge	<input type="checkbox"/>	<input type="checkbox"/>		
Rail Tank Car	<input type="checkbox"/>	<input type="checkbox"/>		
Tank Truck	<input type="checkbox"/>	<input type="checkbox"/>		
Pipeline	<input type="checkbox"/>	<input type="checkbox"/>		
In Tank Transfer	<input type="checkbox"/>	<input type="checkbox"/>		
Harbour Fee [Ufergeld]				
Dyeing Fee [Färbekosten]				
Rail Tank Car delivery fee			€/t	€/t
Rail Tank Car delivery fee			€/KWG	€/KWG
Overtime surcharges (EUR/hour):	Weekend and public holiday surcharges (€/Stunde):		Tank transfers at EBV's request (€/t):	

Throughput fees and additional expenses shall be reimbursed by the EBV at the above-mentioned rates. Amounts are set out exclusive of value added tax. All third-party costs charged to the EBV must be documented. Tank cleaning costs shall only be reimbursed in accordance with section 1 (4) of the Framework Storage Agreement. Payment terms for fees and costs are governed by section 9 of the Framework Storage Agreement.

Loading and unloading capabilities:

	Supply into storage in m ³ /hour	Delivery from storage in m ³ /hour
Seagoing vessel		
Barge		
Rail Tank Car		
Tank Truck		
Pipeline		

, dated

.....
 (Stamp, full names and signatures of Storage Company)