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## GRTGAZ NETWORK TRANSMISSION CONTRACT



SECTION D2  
BALANCING ON THE UPSTREAM AND DOWNSTREAM  
NETWORKS  
ACCES TO TITLE TRANSFERT POINT  
Version applicable as of 1<sup>st</sup> April 2023



## Sommaire

Clause 1	Scope of Section D2	4
<b>CHAPTER 1</b>	<b>OBLIGATION OF THE PARTIES</b>	<b>4</b>
Clause 2	Shipper's obligations	4
Clause 3	GRTgaz' obligations	4
Clause 4	Limitation to GRTgaz' obligations	4
4.1	Limitations with regards to balancing	4
4.2	Limitations with regard to scheduling	5
<b>CHAPTER 2</b>	<b>ACCESS TO TITLE TRANSFER POINTS</b>	<b>5</b>
Clause 5	General	5
Clause 6	Access to the Title Transfer Point	6
Clause 7	Subscription procedures for access to the Title Transfer Point	6
Clause 8	Determining the Daily Quantities Taken off or Delivered at the Title Transfer Point	6
<b>CHAPTER 3</b>	<b>OPERATIONAL PROCEDURES</b>	<b>6</b>
Clause 9	Operational procedures	6
<b>CHAPTER 4</b>	<b>BALANCING RULES</b>	<b>7</b>
Clause 10	Daily Imbalance	7
10.1	Calculating Daily Imbalance	7
10.2	Provisional estimate of the previous data	7
10.3	Availability of the Daily Imbalance	8
Clause 11	Residual Imbalance	8
Clause 12	Composition of the reference Prices	8
12.1	Average Price	8
12.2	Marginal Price of purchase	9
12.3	Marginal Price of sale	9
12.4	Monthly Settlement Price	9
Clause 13	Settlement price of imbalances	9
13.1	General case	9
13.2	Circumstances of application of the ALIZES Service	10
13.3	Force majeure	10



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13.4 Case of the adjustment of the Daily Quantities Delivered	11
Clause 14 GRTgaz participation in the financial neutrality of balancing	11
<b>CHAPTER 5 SPECIFIC CASE OF A SHIPPER WHO DOESN'T HAVE QUANTITY DELIVERED TO CONSUMER DELIVERY POINT AND TRANSPORT DISTRIBUTION INTERFACE POINT</b>	<b>12</b>
Clause 15 Calculation of the Daily Imbalances	12
Clause 16 Calculation of the Daily Imbalance Excess and Deficit	12
Clause 17 Settlement price of imbalances	13
17.1 Purchase and sale prices-general case	13
17.2 Purchase and sale prices- case of force majeure	13



## Clause 1 Scope of Section D2

This Section D2 sets out the rights and obligations between the Shipper and GRTgaz in respect of the balancing obligations of the Shipper who has been allocated delivery capacity at the consumer delivery point and at the transport distribution interface points and of the procedures for access to the Title Transfer Point and determination of the quantities allocated at the Title Transfer Point.

The Shipper acknowledges that, should he wish to make further use of the Upstream Network capacity it holds, Section B shall be included as an integral part of the Contract.

The Shipper acknowledges that, should he wish to make further use of the Downstream Network capacity it holds, Section C shall be included as an integral part of the Contract.

## CHAPTER 1 OBLIGATION OF THE PARTIES

### Clause 2 Shipper's obligations

The Shipper shall comply with a balancing obligation, on a daily basis, on the TRF. The provisions applicable to such obligations are described in this Section D2.

The Shipper undertakes to make its best efforts to ensure that for the TRF, the Daily Imbalance is equal to zero (0)

The Shipper undertakes to make available to GRTgaz, at each Entry Point, each Day, the Daily Quantity Scheduled for the relevant Entry Point on the relevant Day.

### Clause 3 GRTgaz' obligations

Subject to the provisions of the Appendix D2.1, of the Clause "Limits to offtake, transmission and delivery obligations" of Sections B and C, of the Clause "Characteristics and pressure of the Gas" of the Sections B and C, of the Chapter "Disruption of the continuity of service" of the Section A, and subject to compliance with the provisions of Decree 2004-251 of March 19, 2004 on the public service obligations in the gas sector, GRTgaz undertakes to take off the quantities of Gas made available by the Shipper at one or more Gas Entry Points or Title Transfer Point, and to make available to the Recipient at each of Delivery Points or at the Title Transfer Point, the quantities of Gas that the Shipper wishes to deliver, with the same Energy Content, within the limits and conditions defined in this Contract.

### Clause 4 Limitation to GRTgaz' obligations

#### 4.1 Limitations with regards to balancing

GRTgaz is under no obligation on any Day to take off, at all the Entry Points associated with the GRTgaz Perimeter, a quantity of Gas having an Energy Content greater than the Energy Content of the quantity of Gas taken off on the same Day by the Recipient(s) at all the Delivery Points



associated with this Perimeter, increased by the quantities of Gas transmitted, where applicable, from this Perimeter to the Terega Perimeter, and the quantities of Gas delivered, where applicable, by the Shipper to the Title Transfer Point.

GRTgaz is under no obligation to deliver to all Delivery Points in the GRTgaz Perimeter, on any Day, a quantity of gas with an Energy Content in excess of the Energy Content of the gas quantity made available on the same Day by the Shipper in this particular Perimeter.

## 4.2 Limitations with regard to scheduling

GRTgaz is under no obligation to take off, on any Day, at any Entry Point, a quantity of Gas with an Energy Content different from the Daily Quantity Scheduled for that Day at this Entry Point in application of the provisions of the Appendix D2.1.

GRTgaz is under no obligation to take off, or respectively deliver, at a Network Interconnection Point, at any Transport Storage Interface Point, Transmission Production Interface Point, Transport Biomethane Interface Point, or Conversion Point, during any Hour on any Day, a Quantity of Gas in excess of one twenty-fourth (1/24th) of the Daily Quantity Scheduled for the said Day and for the said point.

GRTgaz is under no obligation to deliver, on any Day, at any Network Interconnection Point or Transport Storage Interface Point, a quantity of Gas with an Energy Content different from the Daily Quantity Scheduled for that Day at this Point in application of the provisions of the Appendix D2.1..

GRTgaz is under no obligation to deliver, on any Day, at all Consumer Delivery Points, all Regional Network Interconnection Points and all Transport Distribution Interface Points, a quantity of Gas with an Energy Content different from the Daily Quantity Scheduled for that Day at all these Delivery Points in application of the provisions of the Appendix D2.1..

When there is a Daily Quantity Scheduled at a Consumer Delivery Point or a Regional Network Interconnection Point or a Transport Distribution Interface Point, GRTgaz is under no obligation to deliver, on any Day, a quantity of gas with an Energy Content different from that Daily Quantity Scheduled in application of the provisions of the Appendix D2.1..

In the case of a Day with a duration of twenty-three (23) or twenty-five (25) hours, the limitations resulting from scheduling established in this sub-clause 4.2, are multiplied by a coefficient of twenty-three / twenty-fourth (23/24th), respectively twenty-five / twenty-fourth (25/24th).

## CHAPTER 2 ACCESS TO TITLE TRANSFER POINTS

### Clause 5 General

There is one (1) Title Transfer Point: The PEG attached to the TRF and jointly developed and managed by GRTgaz and Teréga.



The Title Transfer Point is a virtual point where the Shipper trades daily energy quantities:

- with other shippers through OTC transactions ;
- with GRTgaz or Teréga through gas purchases aimed at covering the needs of the respective Network, and through purchases/sales of gas for the purpose of the residual balancing of the Network;
- with the Clearing Party(ies) of the Gas Exchange(s) for the daily energy quantities relating to the transactions ordered by the Shipper via the electronic platform(s) of the Gas Exchange(s).

## Clause 6 Access to the Title Transfer Point

Access Reservation for the Title Transfer Point have to be done before the twentieth (20<sup>th</sup>) calendar Day before the Month M for a duration of (1) one year and start on the first (1<sup>st</sup>) calendar Day of the Month M.

## Clause 7 Subscription procedures for access to the Title Transfer Point

Request for access to the Title Transfer Point is made through the Ingrid portal. After each period of one (1) year, which is the length of the service subscription, the service will be reconduct for one (1) year unless denunciation by the Shipper with a notice of one (1) month.

## Clause 8 Determining the Daily Quantities Taken off or Delivered at the Title Transfer Point

Each day, the Daily Quantity Taken Off or Delivered by GRTgaz at the Title Transfer Point is equal to the Daily Quantity Scheduled by GRTgaz at that point.

# CHAPTER 3 OPERATIONAL PROCEDURES

## Clause 9 Operational procedures

The provisions applicable to Nominations, scheduling (matching process), allocations of quantities and, more generally, to the use of the IT system for the operational management of daily transmission at the Title Transfer Point, Network Interconnection Points, Transmission-Production Interface Points, Transport Biomethane Interface Points, Transmission-Storage Interface Points, Transmission-LNG Terminal Interface Points, Consumer Delivery Points, Regional Network



Interconnection Points, and Conversion Point, are described in the Appendix D2.1 (Parts E.1.1, E.1.2 et E.1.3 of GRTgaz Transmission Network Operational Code).

## CHAPTER 4 BALANCING RULES

### Clause 10 Daily Imbalance

#### 10.1 Calculating Daily Imbalance

On each Day (D), for the TRF, the difference, either positive or negative, between, firstly:

- the total Daily Quantities Taken off at the Entry Points attached to the GRTgaz and Teréga Perimeters,
- the total Daily Quantities Taken off at the Title Transfer Point,

and secondly,

- the total Daily Quantities Delivered at the Delivery Points attached to the GRTgaz and Teréga Perimeters,
- the total Daily Quantities Delivered at the Title Transfer Point

divided by one point zero zero two six (1.0026), makes up the Daily Imbalance for Day D stated as DJ(J).

Daily Quantities Taken off or Delivered at the Conversion Point as defined in Clause 13 of Section B are not considered for the calculation of the Daily Imbalance.

On each Day D, the Daily Imbalance for the TRF multiplied by the ratio between the total quantities delivered to the Consumer Delivery Points and at the Transport Distribution Interface Points attached to the GRTgaz Perimeter and the total quantities delivered to the Consumer Delivery Points and at the Transport Distribution Interface Points attached to the GRTgaz and Teréga Perimeters, makes up the Daily Imbalance of Day D for the GRTgaz Perimeter.

Each Day D, the Daily Imbalance for Day D, if positive, shall constitute the Daily Imbalance Excess for Day D, referred to as EXBJ(D).

Each Day D, the Daily Imbalance for Day D, if negative, shall constitute the Daily Imbalance Deficit for Day D, referred to as DEBJ(D).

#### 10.2 Provisional estimate of the previous data

For each Day D' between Day D+1 included and the first Day of the Month following the Month including the Day D, the Daily Imbalance for Day D is estimated from the estimation, on Day D', of the Daily Quantities Taken off, Transmitted and Delivered on Day D.



### 10.3 Availability of the Daily Imbalance

The Daily Imbalances are determined in accordance with this Clause 10.

On Day D+1, the Shipper receives an estimate of the Daily Imbalance on Day D, via the IT system, or by fax if the IT system is unavailable. The Shipper shall be notified by GRTgaz before 1:00 p.m. (13:00) on Day D+1 in the allocation notice for Day D of this information. A provisional quantity statement containing the Daily Imbalances, modified as necessary, for each Day from the first (1st) Day of the current Month, shall be published simultaneously.

At the latest on the tenth (10<sup>th</sup>) Working Day of Month M+1, GRTgaz shall notify the Shipper, via the IT System, of the values of the Daily Imbalances that will be used for billing purposes, by means of the publication of a definitive quantity statement for Month M.

## Clause 11 Residual Imbalance

If the ALIZES Service has been subscribed by a Shipper for each Month M for the GRTgaz Perimeter, the difference between the sum of the Daily Imbalance Excess for each day when the ALIZES service applies and the sum of the Daily Imbalance Deficit for each day when the ALIZES applies, shall constitute the Residual Imbalance for Month M for the GRTgaz Perimeter, referred to as RI (M).

In each Month M, the Residual Imbalance for Month M, if positive, shall constitute the Positive Residual Quantity for Month M, referred to as PRQ(M).

In each Month M, the Residual imbalance for Month M, if negative, shall constitute the Negative Residual Quantity for Month M, referred to as NRQ(M).

## Clause 12 Composition of the reference Prices

Reference Prices used for the payment of the imbalances are established based on Marginal Price of purchase, Average Price of sale and Average Price.

For those shippers having subscribed to the ALIZES Service and on the days when the ALIZES Service applies, the reference price used for the payment of imbalances corresponds to the Monthly Settlement Price.

For those shippers who have not subscribed to the ALIZES Service, or on the days when the ALIZES Service does not apply, The price for the payment of the quantities bought by GRTgaz, in case of positive imbalance of the Shipper is the Marginal Price of sale.

For those shippers who have not subscribed to the ALIZES Service, or on the days when the ALIZES Service does not apply, The price for the payment of the quantities sold by GRTgaz, in case of negative imbalance of the Shipper is the Marginal Price of purchase.

### 12.1 Average Price

The Average Price PMoy (D) for each Day D and for the TRF is equal to the weighted average of the transactions prices concluded by all participants in the notional products of the Balancing Gas Exchange for deliveries on Day D at the Title Transfer Point, as calculated by the Balancing Gas Exchange.





## 12.2 Marginal Price of purchase

Marginal Price of purchase (PMargA) for the GRTgaz Perimeter is the highest of the two following prices:

- the highest of all buying prices offered by GRTgaz and/or Terega on the Balancing Gas Exchange for the gas day concerned;
- the Average Price the gas day in question plus a premium. The premium reflects a parameter comprised between zero (0) and ten (10) percent of the Average Price, in absolute value. The coefficient in effect is published on the public website of GRTgaz, [www.grtgaz.com](http://www.grtgaz.com).

## 12.3 Marginal Price of sale

Marginal Price of sale (PMargV) for the GRTgaz Perimeter is the lowest of the two following prices:

- the lowest of all selling prices offered by GRTgaz and/or Teréga on the Balancing Gas Exchange for the gas day concerned;
- the Average Price for the gas day concerned minus a discount. The discount corresponds to an adjustment of zero (0) to ten (10) percent of the Average Price, in absolute value. The latest adjustment factor in effect is published on the public website of GRTgaz, [www.grtgaz.com](http://www.grtgaz.com).

## 12.4 Monthly Settlement Price

Each month M, a Monthly Settlement Price or MSP (M) is calculated for each Shipper who has subscribed the ALIZES Service. This price is equal to the weighted average of Average Prices of each day of Month M where the ALIZES Service applies, weighted average calculated on the Daily Imbalance of the Shipper in absolute value for each Day.

# Clause 13 Settlement price of imbalances

## 13.1 General case

Each Day D, for the GRTgaz Perimeter, the Daily Imbalance Excess, as defined in Sub-clause 10.1 above, if it exists and with the exception of the quantity defined in Sub-clause 13.2 below, is purchased by GRTgaz from the Shipper at a price equal to:

$$TQJA(D) = PMargV \times EXBJ(D)$$

Each Day D, for the GRTgaz Perimeter, the Daily Imbalance Deficit, as defined in Sub-clause 10.1 above, if it exists and with the exception of the quantity defined in Sub-clause 13.2 below, is sold by GRTgaz to the Shipper at a price equal to:

$$TQJV(D) = PMargA \times DEBJ(D)$$

Where:

- TQJA(D) is the amount in Euros owed by GRTgaz to the Shipper for Day D
- TQJV(D) is the amount in Euros owed to GRTgaz by the Shipper for Day D
- EXBJ(D) is the Daily Imbalance Excess for Day D expressed in MWh (GCV 25°C) and defined in Sub-clause 10.1 above



- DEBJ(D) is the Daily Imbalance Deficit for Day D expressed in MWh (GCV 25°C) and defined in Sub-clause 10.1 above
- PMargV is the Marginal Price of sale specified in Sub-Clause 12.3
- PMargA is the Marginal Price of purchase specified in Sub-Clause 12.2

These regulations remain valid even in the event of negative prices. In this hypothesis, the "negative" character of TQJA(J) and TQJV(J) expresses that the cash flow is reversed. Thus, the Shipper must pay GRTgaz for Day D the amount in euros absolute value of TQJA(D) and/or GRTgaz must pay the Shipper for Day D the amount in euros absolute value of TQJV(D).

### 13.2 Circumstances of application of the ALIZES Service

If the ALIZES Service has been subscribed by a Shipper and for each Day D where the ALIZES Service applies, the provisions of Clause 13.1 shall not apply and shall be replaced by the following: Each Month M, the Positive Residual Quantity, as defined under Clause 11 if it exists, shall be purchased by GRTgaz from the Shipper for a price equal to:

$$TQA(M) = MSP(M) \times PRQ(M)$$

Each Month M, the Negative Residual Quantity, as defined under Clause 11 if it exists, shall be sold by GRTgaz to the Shipper for a price equal to:

$$TQV(M) = MSP(M) \times NRQ(M)$$

Where :

TQA(M) is the amount in euros owed by GRTgaz to the Shipper for the Month ;

TQV(M) is the amount in euros owed by the Shipper to GRTgaz for the Month M ;

PRQ(M) is the Positive Residual Quantity of Month M as expressed in MWh (HGCV 25°C) and as provided under Clause 11;

NRQ(M) is the Negative Residual Quantity of Month M as expressed in MWh (HGCV 25°C) and as provided under Clause 11;

MSP(M) is the Monthly Settlement Price as defined under Sub-Clause 12.4 hereunder.

### 13.3 Force majeure

If all or part of the Daily Imbalance Excess (or the Daily Imbalance Deficit) results from an event or a circumstance as described in the "Force Majeure" Clause of Section A of the Contract, or if GRTgaz is responsible for triggering it, the price PMargV(D) (or PMargA(D) respectively) used to calculate TQJA2(D) (or TQJV2(D) respectively) is replaced by the price PMoy(D) defined in Clause 15 for the quantity under consideration is being replaced by the average price.

However, application of the above paragraph is limited to the Day during which the event or circumstance occurring was notified by the Shipper to GRTgaz or by GRTgaz to the Shipper, as the case may be, and the day immediately following.

It is expressly agreed that should GRTgaz provide an erroneous value for a Quantity Taken off or a Quantity Delivered, or does not provide such value, unless such error or absence results from a material breach of GRTgaz, GRTgaz will not be liable under the terms of this Clause, and as a consequence shall not grant the Shipper any right to bring a claim in respect thereof.



### 13.4 Case of the adjustment of the Daily Quantities Delivered

In the case of the adjustment of the Daily Quantities Delivered, carried out under the conditions referred to in Section C of the Contract, the following provisions are applied.

Each Month M concerned by the adjustment, the difference between firstly the sum of the Daily Quantities Delivered each Day of the Month M, adjusted, and secondly the sum of the Daily Quantities Delivered each Day of the Month M, used for billing purposes, divided by one point zero zero two six (1.0026), shall constitute the Quantity Adjusted Sold of the Month M in the case that this difference is positive, the Quantity Adjusted Purchased of the Month M in the other case.

The Quantity Adjusted Purchased of the Month M is purchased by GRTgaz from the Shipper at a price equal to:

$$TQRA(M) = PMoyM (M) \times QRA(M)$$

The Quantity Adjusted Sold of the Month M is sold by GRTgaz to the Shipper at a price equal to:

$$TQRV(M) = PMoyM (M) \times QRV(M)$$

Where:

- TQRA(M) is the amount in euros owed by GRTgaz to the Shipper relating to the adjustment for the Month M
- TQRV(M) is the amount in euros owed to GRTgaz by the Shipper relating to the adjustment for the Month M
- PMoyM (M) is the average, during the Month M, of the Average Price PMarg, as defined in Clause 12 above
- QRA(M) is the Quantity Adjusted Purchased of the Month M
- QRV(M) is the Quantity Adjusted Sold of the Month M.

## Clause 14 GRTgaz participation in the financial neutrality of balancing

The Balancing Result for a Month M is equal to the difference between, on the one hand:

- the amount of natural gas sold by GRTgaz on the Balancing Gas Exchange deducting the variable proportion of transaction costs on the Balancing Gas Exchange with some shippers delivered between the first and the last day of Month M,
- the amount of natural gas sold by GRTgaz to the shippers under the transmission contracts for each day of Month M,
- the sale by GRTgaz of the difference between the quantities purchased and the quantities sold by the latter via the Balancing Gas Exchange under the transmission contracts, should this difference be positive,

and, on the other,

- the amount of natural gas purchased by GRTgaz on the Balancing Gas Exchange including the variable proportion of transaction costs on the Balancing Gas Exchange with some shippers delivered between the first and the last day of Month M,
- the amount of natural gas purchased by GRTgaz from the shippers under the transmission contracts for each day of Month M,



- the purchase by GRTgaz of the difference between the quantities purchased and the quantities sold by the latter via the Balancing Gas Exchange under the transmission contracts, should this difference be positive.

The Balancing Result for the Month M is broken down between the shippers holding a valid transmission contract with GRTgaz during Month M, in proportion to the Quantities delivered to the Consumer Delivery Points and at the Transport-Distribution Interface Points (PITD) that they have been allocated for each day of Month M.

If the Balancing Result is greater than zero (0), GRTgaz shall pay to the Shipper the portion the Shipper is entitled to of the Balancing Result as defined above. Otherwise, if the Balancing Result is lower than zero (0), the Shipper shall pay to GRTgaz the said portion of the Balancing Result as defined above.

## CHAPTER 5 SPECIFIC CASE OF A SHIPPER WHO DOESN'T HAVE QUANTITY DELIVERED TO CONSUMER DELIVERY POINT AND TRANSPORT DISTRIBUTION INTERFACE POINT

### Clause 15 Calculation of the Daily Imbalances

On each Day (D), pour la TRF, the difference, either positive or negative, between, firstly:

- the total Daily Quantities Taken off at the Entry Points attached to the GRTgaz and Teréga Perimeter;
- the total Daily Quantities Taken off at the Title Transfer Point,

and secondly:

- the total Daily Quantity Delivered to Delivery Points to GRTgaz and Teréga Perimeter,
- the total Daily Quantities delivered at the Title Transfer Point,

divided by one point zero zero two six (1.0026), makes up the strike Daily Imbalance of Day D, referred DI(D).

The daily Quantities Taken off or Delivered at the Conversion Point as defined in Clause 13 of Section B are not considered for the calculation of the Daily Imbalance.

### Clause 16 Calculation of the Daily Imbalance Excess and Deficit

On each Day D, the Daily Imbalance for the TRF multiplied by the ratio between the sum in absolute terms of Daily Quantity Delivered to Delivery Points and Daily Quantity Taken off at the Entry Points attached to the GRTgaz Perimeter and the sum in absolute terms of Daily Quantity Delivered



to Delivery Points and Daily Quantity Taken off at the Entry Points attached to the GRTgaz and Teréga Perimeter, makes up the Daily Imbalance of Day D for the GRTgaz Perimeter.

Each Day D, the Daily Imbalance for Day D, if positive, shall constitute the Daily Imbalance Excess for Day D, referred to as EXBJ(D).

Each Day D, the Daily Imbalance for Day D, if negative, shall constitute the Daily Imbalance Deficit for Day D, referred to as DEBJ(D).

## Clause 17 Settlement price of imbalances

GRTgaz shall purchase or sell the Daily Imbalance Excess or Deficit for Day D, on the basis of the Reference Prices defined in CHAPTER 4.

### 17.1 Purchase and sale prices-general case

GRTgaz shall purchase or sell the Daily Imbalance Excess (or Daily Imbalance Deficit) at the Marginal Price PMargV(D) (or PMargA (D)) defined in CHAPTER 4 Clause 12.

### 17.2 Purchase and sale prices- case of force majeure

If the Daily Imbalance Excess (or the Daily Imbalance Deficit) results from an event or a circumstance as described in the "Force Majeure" Clause of Section A of the Contract, or if GRTgaz is responsible for triggering it, the Marginal Price of sale PMargV(D) (or purchase price PMargA(D) to be used by GRTgaz is replaced by the Average Price PMoy(D) defined in CHAPTER 4 Clause 12.

Shipper any right to bring a claim in respect thereof.