



GAS PURCHASES TO COVER GRTGAZ'S OWN NEEDS

**GENERAL CONDITIONS
VERSION 2023-0
APPLICABLE AS OF 1 April 2023**

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1 Definitions

Capitalised terms used in the documents that make up the Contractual Framework have the following definitions:

Appendix: A document appended to the General Terms and Conditions.

Memorandum of Transactions: The document co-signed by Authorised Signatories of both Parties, showing the Transactions agreed by both Parties as part of an Invitation to Tender. It includes all the details of the lots, including the price.

Contractual Framework: The documents listed in Article 4, making up the entire contractual framework between GRTgaz and the Supplier.

General Terms and Conditions: These current General Terms and Conditions, applicable to gas purchases for GRTgaz's own needs, available at any time on the GRTgaz website.

Invitations to Tender: Invitations to Tender drawn up by GRTgaz for the purchase of quantities of gas intended to cover part of its own needs.

Letter of Acceptance of the General Conditions: A letter signed by the Bidder declaring acceptance of all the provisions of the current version of the General Terms and Conditions (and its Appendices) on the date the letter is signed. This letter is a constituent document of the Qualification Application File. A standard template for this letter can be found in Appendix 1.

Qualification Letter: Letter signed by GRTgaz formalising the Bidder's Qualification as set out in the current General Terms and Conditions. A standard template for this letter can be found in Appendix 2.

Start Date: First Day of a Delivery Period.

End Date: Last Day of a Delivery Period.

Qualification Application File: File submitted by the Bidder that includes all the documents provided for under Article 5.2.

Supplier: A qualified supplier, authorised to sell gas to GRTgaz according to the terms of the Contractual Framework.

Gas: Gas delivered by the Supplier to GRTgaz.

Day: A period of twenty-three (23), twenty-four (24) or twenty-five (25) consecutive hours, beginning at six in the morning (6 a.m.) on a given day and ending at five fifty-nine in the morning (5:59 a.m.) on the following day. The date of a Day is the date on which the Day commences. The 23- or 25-hour periods apply when the clocks are changed.

Business Day: Each day of the week, excluding Saturdays, Sundays and public holidays, as defined by the French Labour Code.

Lot: the minimum fraction of Gas supplies as part of the Invitations to Tender. A Lot is defined by a Delivery Point, Delivery Period, and Delivery Quantity.

Month: the period beginning at six in the morning (6 a.m.) on the first day of a given calendar month and ending at five fifty-nine in the morning (5:59 a.m.) on the first day of the following calendar month.

Bid: All the Prices communicated by the Supplier in the context of an Invitation to Tender.

Party (or Parties): GRTgaz or (and) the Supplier.

Delivery Period: For a given Lot, a continuous period of time, defined by a Start Date and an End Date, during which the Delivery Quantity associated with the Lot is to be delivered each Day to the Delivery Point.

Platform: The electronic exchange platform between GRTgaz and qualified suppliers, used in the context of gas purchases intended to cover part of GRTgaz's own needs. On the signing date of these Terms and Conditions, this platform is Enmac.

Delivery Point: For a given Lot, the Delivery Point is the Title Transfer Point (*Point d'Echange de Gaz – PEG*) (see definition in the GRTgaz transmission contract available on the GRTgaz website) where ownership of the Gas is transferred from the Supplier to GRTgaz.

Price: The Price indicated by the Supplier, for a given Lot, as part of an Invitation to Tender. The Price is expressed:

- in €/MWh (SCV of 25°C)) (euro per megawatt hour (superior calorific value of twenty-five degrees Celsius))(please refer to the GRTgaz transmission contract for the definition of SCV of 25°C),
- to three (3) decimal places,
- excluding taxes.

Default Price: For a given Day and a given Delivery Point, the Default Price is equal to $0.3 \times \text{Price}_{\text{PWX}}$, where $\text{Price}_{\text{PWX}}$ is the Spot "End of Day Price" calculated by Powernext for the Day in question and the Delivery Point in question.

Qualification Procedure: The process through which a Bidder can become qualified, enabling it to sell gas to GRTgaz according to the terms of the Contractual Framework. The Qualification Procedure is described in Article 5.3 of the General Terms and Conditions.

Qualification: The validation by GRTgaz of the Bidder's Qualification Application File, by which the Bidder is recognised by GRTgaz as Supplier, in accordance with the terms of Article 5.3 of the current General Terms and Conditions.

Delivery Quantity: The quantity of Gas, for a given Lot, expressed in MWh (SCV of 25°C), to be delivered by the Supplier to the Delivery Point on each Day of the Delivery Period. The Delivery Quantity is constant throughout the Delivery Period.

Authorised Signatory: The person duly authorised to represent one of the two Parties to the other Party to agree the Transactions as described in Articles 6.2 to 6.5 of the General Terms and Conditions. The list of GRTgaz Authorised Signatories is included on the Platform.

GRTgaz Website: The current GRTgaz website, the current URL of which is <http://www.grtgaz.com>.

Bidder: The company applying for Qualification by GRTgaz, enabling it to become a Qualified Supplier under the current General Terms and Conditions.

Transaction: In the context of an Invitation to Tender, the agreement between GRTgaz and the Supplier for the delivery of quantities of Gas corresponding to a given Lot, for a price corresponding to the Price indicated by the Supplier for this Lot, and under the provisions of these General Terms and Conditions. Each Transaction is identified by a reference and is linked to a Lot and a Price. The Transactions agreed between GRTgaz and the Supplier as part of an Invitation to Tender are represented on the Memorandum of Transactions.

2 Preamble

Article L. 441-3 of the French Energy Code provides that *“Any natural gas carrier, natural gas distributor and operator of liquefied natural gas facilities shall freely negotiate with the supplier(s) of its choice the contracts for the supply of natural gas and electricity necessary for the operation of its facilities, in accordance with competitive, non-discriminatory and transparent procedures, such as in particular public invitations to tender or the use of organised markets.”*

For this purpose, several times a year, GRTgaz organises invitations to tender intended to cover part of its own gas needs with already qualified suppliers.

3 Purpose and scope of the General Terms and Conditions

The General Terms and Conditions define the technical, commercial and legal terms and conditions under which GRTgaz purchases are made to cover its own gas needs.

The General Terms and Conditions describe the following in particular:

- The Qualification of Suppliers,
- Invitations to tender organised by GRTgaz,
- The supply of contracted quantities of Gas.

4 Contractual Framework

The Contractual Framework, a set of contractual documents binding the Parties, consists of the following documents:

- These General Terms and Conditions
- The documents exchanged during Supplier Qualification, as defined in Article 5.2 of the General Terms and Conditions:
 - Letter of Acceptance of the General Terms and Conditions (Appendix 1),
 - Qualification Letter (Appendix 2),
 - Sworn statement regarding the compliance of the French or foreign Bidder with its tax and social security obligations (Appendix 3),
 - The Memorandum of Transactions

If any of these constituent documents of the Contractual Framework contradict each other, each document takes precedence over the next in the order in which they are listed above.

5 Qualification by GRTgaz

5.1 Companies in question

The companies in question are natural gas suppliers that wish to participate in the Invitations to Tender.

To do so, they must meet the following two cumulative conditions:

- have a valid natural gas supply authorisation, issued by the French Ministry of Ecology, Sustainable Development and Energy, in accordance with the provisions of Articles L443-1 et seq. and R443-1 et seq. of the French Energy Code relating to gas supply authorisation, and
- have agreed a transmission contract with GRTgaz, directly or through an agent, allowing delivery of the contracted quantities of Gas in the event of a Transaction.

The Supplier must immediately inform GRTgaz if one of the above two conditions is no longer met, even temporarily. Failure to inform GRTgaz in such a case will constitute grounds for termination for breach within the meaning of Article 14.3 of the General Terms and Conditions.

5.2 Documents to be submitted by the Bidder

5.2.1 List of documents

To be qualified, the Bidder must provide GRTgaz with all the documents below, constituting the Qualification Application File:

1. Letter of Acceptance of the General Terms and Conditions (A.1), in the form (A1) shown in Appendix 1.
2. Depending on the Supplier's situation:
 - French supplier: a sworn statement declaring that it complies with its tax and social security obligations, according to the template (A.3.a) in Appendix 3.
 - Foreign supplier: a sworn statement declaring that it complies with its tax and social security obligations, in accordance with the template (A.3.b) in Appendix 3.
3. Copy of the valid Authorisation to supply natural gas in the name of the company, in accordance with the provisions of Articles L443-1 et seq. and R443-1 et seq. of the French Energy Code relating to the authorisation to supply gas (P.1)
4. Extract from the Trade and Companies Register, or national equivalent, less than three (3) months old (P.2)

5.2.2 Documents to be periodically submitted by the Supplier

At GRTgaz's request, or no later than 31 January of each calendar year, the Supplier must send GRTgaz the following documents:

- Document (A.3.a) or (A.3.b), depending on the Supplier's situation,
- An extract from the Trade and Companies Register, or national equivalent, less than three (3) months old (P.2).

If the Supplier is delayed in providing these documents to GRTgaz, Article 6.7 and then Article 14.3 of the General Terms and Conditions, if applicable, will be applied.

5.3 The Qualification Procedure

The Bidder must send its Qualification Application File to GRTgaz's address indicated on GRTgaz's Website, in the section for gas purchases covering its own needs.

GRTgaz will then review the Bidder's situation. In the event that (i) the conditions of Article 5.1 of the General Conditions are met and (ii) all the documents of the Qualification Application File are duly completed and signed, where applicable, the Supplier will be qualified by GRTgaz.

A Qualification Letter will be sent, following the template in Appendix 2, to confirm Qualification. It is sent by GRTgaz within one (1) month of receipt of the Qualification Application File at the latest.

The Supplier will cease to be qualified upon termination of the General Terms and Conditions by GRTgaz and/or the Supplier under the conditions described in Article 14 and/or when the conditions of Article 5.1 are no longer met.

Qualification is the necessary prerequisite to the Supplier's participation in the Invitations to Tender organised by GRTgaz. However, it is optional whether the Supplier participates in each Invitation to Tender.

It is possible to apply for Qualification throughout the validity period of these General Terms and Conditions.

5.4 Obligation to inform

The Supplier must inform GRTgaz as soon as possible of any event that results in a change to one of the documents or items mentioned in Articles 5.1 and 5.2 of the General Terms and Conditions.

Furthermore, the Supplier must immediately inform GRTgaz if it is in one of the following situations:

- In safeguarding proceedings (*état de sauvegarde*),
- Rehabilitation or liquidation proceedings,
- An analogous situation resulting from proceedings of the same nature that exist in the national laws and regulations of the Supplier.

6 Invitations to Tender

6.1 Notification by GRTgaz to the Supplier of the purpose of the Invitation to Tender

For each Invitation to Tender, GRTgaz must provide the Suppliers with the following information via the Platform:

- The allocation of GRTgaz's need, corresponding to a set of Lots,
- The deadline for the Supplier to submit the Prices,

The times corresponding to the deadlines above refer to French standard time (GMT+1).

6.2 Bid Submission by the Supplier

For each Invitation to Tender, if the Supplier's right to participate in the Invitations to Tender has not been suspended as described in Article 6.7, the Supplier may submit a Bid to GRTgaz, corresponding to a set of Prices associated with all or part of the Lots requested by GRTgaz.

An Authorised Signatory of the Supplier sends GRTgaz the Prices via the Platform.

The Supplier must submit the Bid before the Price submission deadline. Before this deadline, the Supplier can modify or delete all or some of the Prices.

Upon acceptance of the Bid by GRTgaz, the Bid submitted by the Supplier becomes firm and final and

can therefore no longer be modified.

Please note that the Platform shows an estimate of the time left until the Price delivery deadline in the form of a countdown. **This information is provided for information purposes only. Only the time the Bid arrives on the Platform server will be considered as proof of submission and determine whether it is acceptable.**

6.3 Notification to the Supplier of the outcome of the Invitation to Tender

Depending on the Prices offered, GRTgaz reserves the right to allocate all or part of the Lots to the Supplier.

The prices used by GRTgaz will be the lowest bids for each group of Lots with an identical Delivery Point and Delivery Period.

The Supplier whose Bid is accepted by GRTgaz will receive a notification from the Platform.

6.4 Supplier's withdrawal request

The Supplier has fifteen (15) minutes from GRTgaz notifying it about the result of the Invitation to Tender to inform GRTgaz, where applicable, and on an exceptional basis, of its wish to withdraw all or part of its Bid. To do so, the Supplier must send GRTgaz a duly justified email at blg-grt-dsg-pge-contact@grtgaz.com which specifies:

- The reference of the Invitation to Tender for which the Bid was submitted;
- The characteristics of the Lot(s) being withdrawn (Delivery Point, Delivery Period, Delivery Quantity) and the Price offered for such Lot(s),
- The reasons for the withdrawal request.

In addition to this email, they must make a call to the usual GRTgaz contact person.

GRTgaz will acknowledge receipt of the Supplier's request by email within two (2) hours. If it accepts, GRTgaz will then be immediately released from its obligation to pay Supplier that has decided to withdraw its Bid for the Lots in question. If GRTgaz refuses, the Supplier remains bound by the Bid it has submitted.

A Supplier that has withdrawn all or part of its Bid must pay a penalty of one thousand (1,000) euros. This penalty must be paid to GRTgaz within fifteen (15) days of receipt of the Supplier's email.

6.5 Transmission of the Memorandum of Transactions signed by both Parties

If one or more Lot(s) are allocated to the Supplier, the Supplier will issue a Memorandum of Transactions, which will be signed by an Authorised Signatory of GRTgaz. It must send this Memorandum of Transactions to the email address specified by GRTgaz within two (2) business days.

6.6 Communication of the outcome of the Invitation to Tender

At the end of the Invitation to Tender, GRTgaz reserves the right to publish on the Platform the following information relating to the Invitation to Tender.

For each group of Lots with an identical Delivery Point and Delivery Period:

- The number of Lots allocated to Suppliers,
- The number of Suppliers that submitted a price for this group of Lots,
- Prices agreed, where applicable.

This information will only be accessible to suppliers with access to the Platform.

6.7 Suspension of the right to participate in the Invitations to Tender

Qualification entitles the Supplier to participate in the Invitations to Tender.

However, this right may be suspended by GRTgaz. This could happen if the Supplier has not complied with one of its commitments under Articles 5.2.1 and 5.2.2 of the General Terms and Conditions. The suspension will then be effective for as long as all the documents in Articles 5.2.1 and/or 5.2.2 have not been submitted to GRTgaz, provided that the delay is less than two (2) months.

In this situation, GRTgaz will notify the Supplier of this suspension, and the Supplier's right to respond to new Invitations to Tender will be suspended. However, the Parties agree that all the Parties' other rights and obligations under the General Terms and Conditions will remain applicable as of right.

7 Delivery of gas

7.1 The Parties' Obligations

For each Transaction agreed between the Supplier and GRTgaz, relating to the delivery of a Lot for a given Price:

- the Supplier must deliver to GRTgaz the Delivery Quantity, at the Delivery Point, on each Day of the Delivery Period. If on any given Day, except in a case of Force Majeure, the Supplier fails to fulfil its obligation to provide the Delivery Quantity, GRTgaz will not be required to pay the Supplier for the Delivery Quantity not provided, and the Supplier must pay GRTgaz, as a fixed compensation amount, a sum calculated based on the Default Price multiplied by the Delivery Quantity not provided.
- GRTgaz must take off the Delivery Quantity at the Delivery Point on each Day of the Delivery Period and pay the Supplier for this Delivery Quantity based on the Transaction Price. If on a given Day, except in a case of Force Majeure, GRTgaz fails to fulfil its obligation to take off the Delivery Quantity, GRTgaz will not be required to pay the Supplier for the Delivery Quantity that has not been taken off, but must nevertheless pay the Supplier, as fixed compensation, a sum equal to the Default Price multiplied by the Delivery Quantity that has not been taken off.

7.2 Transfer of ownership

The ownership of Gas and the associated risks are transferred by the Supplier to GRTgaz at the Delivery

Point.

8 Notification of the Parties

The Parties must always keep each other informed, notifying the other as soon as possible of any event or circumstance or information of any nature whatsoever that may disrupt the proper performance of their obligations under these General Terms and Conditions.

In this context, each Party undertakes to make its best efforts to keep up to date the information on the Platform about both Parties and the contacts needed for purchases of Gas under these General Terms and Conditions.

9 Invoicing

Invoices must be sent by email to GRTgaz at BLG-GRT-DSG-PGE-CONTACT@grtgaz.com.

Invoicing is done on a monthly basis. The invoice relating to any Month M is issued and sent by the Supplier to GRTgaz at the beginning of the following month (M+1).

GRTgaz will pay the monthly amount invoiced by the Supplier by bank transfer within thirty (30) calendar days after receipt of the invoice by GRTgaz. If the deadline above occurs on a bank holiday in France, the invoice payment date will be postponed until the next banking day.

If the payment of all or part of an invoice is delayed, the sums due will incur interest at a rate three (3) times the statutory interest rate in force on the invoice issue date, calculated based on the exact number of days that elapse between the payment due date and the actual date of payment. In addition to this interest, fixed compensation for recovery costs of forty (40) euros will be payable pursuant to Articles L.441-6 and D.445-1 of the French Commercial Code. It is the Supplier's responsibility to draw up the corresponding invoice.

GRTgaz has a period of thirty (30) calendar days from receipt of the invoice to dispute its amount. After this period, the invoice is deemed to have been accepted.

If GRTgaz disputes all or part of the amount of an invoice, it must nevertheless pay the full amount of the invoice under the conditions provided for above, except in the event of a clear error on the part of the Supplier.

10 Taxes and duties

The Price associated with each Transaction excludes any tax or levy of the same nature.

The amounts due by GRTgaz in respect of the Transactions are increased by any tax or levy of the same nature legally due by GRTgaz pursuant to the regulations in force at any time. Furthermore, the Parties must each pay the taxes and duties incumbent upon them in application of the regulations in force.

11 Force majeure

Events or circumstances that are unforeseeable, unavoidable or external to the Parties, as defined by Article 1218 of the French Civil Code and the case law applicable in this area, will be considered as cases of force majeure.

By way of exception, without needing to meet the conditions of Article 1218 of the French Civil Code, events that reduce or interrupt transmission services declared as such by the GRTgaz network operator, and which prevent the Supplier from fulfilling its contractual obligations will be considered Force Majeure under the General Terms and Conditions.

A Party invoking a case of force majeure is released from its obligations under the General Terms and Conditions in the following cases and circumstances, for the duration and within the limit of the effects of said cases and circumstances on said obligations.

The Party invoking an event or circumstance referred to in this article must notify the other Party within forty-eight (48) hours, by telephone or by any means agreed between the Parties, and provide confirmation thereof by registered letter with acknowledgement of receipt.

The Party in question must take all reasonable steps to minimise the effects of the event or circumstance referred to in this article and must endeavour to resume normal performance of the provisions of the General Terms and Conditions as soon as possible.

While its obligations are interrupted, the Party in question must inform the other Party of the consequences of the event or circumstance in question on the performance of its obligations, the measures that it intends to take in order to minimise its effects on the performance of the General Terms and Conditions, the progress of the implementation of these measures, the estimated time for the resumption of the normal performance of its contractual obligations and the date the event ends.

If the Supplier's obligations under the General Terms and Conditions are reduced or interrupted pursuant to this article, GRTgaz is released from its payment obligations under the General Terms and Conditions within the limit of the share and duration of the reduction or interruption of said obligations.

If GRTgaz's obligations under the General Terms and Conditions are reduced or interrupted pursuant to this article, the Supplier will be released from its supply obligations under the General Terms and Conditions within the limit of the share and duration of the reduction or interruption of said obligations.

In the event that the occurrence of an event or circumstance referred to in this article prevents one of the Parties from performing its obligations for a period of more than fifteen (15) days, the Parties must meet to examine the adjustments to be made to their respective obligations under the General Terms and Conditions to take account of this new situation.

12 Liability

Each Party will be liable for the consequences of any bodily injury suffered by staff it employs in connection with the performance of their respective obligations under the Contractual Framework, regardless of the perpetrator of the act that resulted in said bodily injury.

Consequently, each Party waives any recourse against the other Party in respect of injury caused to staff, subject formally to the rights of the interested parties or their successors in title.

Each Party will be responsible for the consequences of material damage to the installations belonging to it or for which it has custody, in connection with the performance of their respective obligations under the Contractual Framework.

Consequently, each Party waives any recourse against the other Party for damage caused to these installations.

In respect of direct non-material damage, the liability of each Party towards the other is limited in accordance with the provisions of Article 7.1. of the General Terms and Conditions per incident mentioned therein.

13 Amendment of the General Terms and Conditions

The provisions of these General Terms and Conditions may be amended at any time by GRTgaz.

Any changes will result in:

- Termination of this version of the General Terms and Conditions, on a date corresponding to the last End Date of the deliveries scheduled for Transactions entered into under this version,
- The creation of a new version of the General Terms and Conditions with a version number and an application date.

All qualified suppliers must be given at least one (1) month's notice that a new version of the General Terms and Conditions is being applied.

If the new General Terms and Conditions are accepted by the Supplier, it must qualify under this new

version of the General Terms and Conditions, in accordance with the procedures provided for in the Qualification Procedure of this new version. As a minimum, it must provide GRTgaz with a Letter of Acceptance of the General Terms and Conditions relating to this new version.

If the new version of the General Terms and Conditions is refused, the Supplier is no longer qualified and its Bids cannot be accepted by GRTgaz.

The implementation of this new version will not in any way affect the commitments that GRTgaz and the Supplier have already entered into, and in particular the Transactions already agreed under a previous version of the General Terms and Conditions, until all the deliveries planned under Transactions linked to these previous versions have taken place.

14 Termination of the General Terms and Conditions

14.1 Unilateral termination by the Supplier

The Supplier may terminate the General Terms and Conditions, without reason, by registered letter with acknowledgement of receipt.

This termination will take effect on the date corresponding to the last End Date of the Transactions agreed under this version of the General Terms and Conditions.

If this day has passed at the time the Supplier makes its termination request, or if the Supplier has never agreed a Transaction with GRTgaz under this version of the General Terms and Conditions, termination will take effect at the latest upon GRTgaz's receipt of the letter requesting termination.

Furthermore, GRTgaz will stop informing the Supplier of the organisation of Invitations to Tender upon receipt of this letter.

14.2 Unilateral termination by GRTgaz

GRTgaz may terminate the General Terms and Conditions, without having to specify the reason, for all qualified suppliers, by registered letter with acknowledgement of receipt.

This termination will take effect on the date corresponding to the last End Date of the Transactions agreed with all qualified suppliers under this version of the General Terms and Conditions.

14.3 Termination for non-compliance with contractual obligations

The General Terms and Conditions may be terminated as of right and without judicial intervention at the initiative of either Party in the event of serious or repeated misconduct by the other Party linked to non-compliance with its contractual obligations.

For the Supplier, serious misconduct is considered, inter alia:

- Not providing GRTgaz with any of the documents the delay in which is subject to the suspension of the Supplier's right to respond to new Invitations to Tender under Article 6.7 of the General Terms and Conditions within the period specified in the registered letter notifying said suspension;
- If the Lots are awarded as part of an Invitation to Tender, not sending the corresponding Memorandum of Transactions, signed by an Authorised Signatory, within two (2) Business Days of the Bid Submission Date,
- Concealing from GRTgaz a change of situation that means it can no longer meets the provisions of Article 5.1 of the General Terms and Conditions,
- Not having informed GRTgaz that it was in one of the following situations:
 - a) Safeguarding, rehabilitation or liquidation proceedings, or a similar situation resulting from proceedings of the same nature that exist in the Supplier's national laws and regulations;
 - b) Non-payment of social security contributions, in accordance with the legal provisions of the country in which the Supplier is established or those of France for the share of the activity that is subject to them;
 - c) Non-payment of taxes and duties, according to the legal provisions of the country where the Supplier is established or those of France for the share of the activity that is subject to them.

This termination must be reported by registered letter with acknowledgement of receipt, and will take effect at the end of a period specified in said letter.

In this context, the termination of the General Terms and Conditions in progress terminates the contractual relations between the Parties, including for the Transactions agreed, which might relate to this version or an earlier version of the General Terms and Conditions, and which might provide for Delivery Quantities not yet delivered at the time of termination.

15 Confidentiality

The Parties consider as confidential the content of the Contractual Framework and all information to which they have access or which is provided to them during preparation or performance of the Contractual Framework, regardless of the medium and purpose thereof.

The provisions of this paragraph do not apply to the information provided after the invitations to tender, within the strict framework described in Article 6.6 of the General Terms and Conditions.

The Parties must take all measures, particularly contractual ones, to ensure that their employees, sub-contractors and any natural or legal person they appoint in preparation or performance of the General Terms and Conditions keep the information they become aware of in this context confidential.

The Party receiving confidential information may only use it within the framework of the General Terms and Conditions and may not disclose it to third parties without the other Party's prior written consent.

In particular, each Party undertakes to ensure the other Party's information is kept confidential if some of its staff who have access to it perform services of the same nature on behalf of other companies that carry out a gas production or supply activity.

The Supplier's attention is drawn to the fact that all information the disclosure of which would likely infringe the rules of free and fair competition and non-discrimination must be kept confidential in accordance with Article L.111-77 of the French Energy Code. This information is referred to as "commercially sensitive information".

The Party receiving the confidential information undertakes, from receipt thereof:

- to keep confidential information secret and grant it a degree of protection and confidentiality no less than that granted to its own information of a similar nature,
- not to disclose the confidential information and not to allow its disclosure to third parties (including any affiliated company) without the prior written consent of the disclosing Party,
- not to use confidential information for purposes other than those for which it is communicated, namely in a cooperation agreement with the other Party,
- to communicate confidential information only to members of its staff who need to know it, provided that they have contractually agreed not to disclose it,

Each Party must immediately notify the other Party of anything that may suggest a breach of the obligations of this article and/or a breach or risk of a breach of the confidentiality of the information it is in possession of.

All confidential information and its copies, transmitted by one Party to the other, will remain the property of the disclosing Party and must be returned to it immediately at its request and at the latest upon termination or expiry of the General Terms and Conditions.

The Parties explicitly agree that if one of the Parties discloses confidential information to the other Party under this agreement, this may not under any circumstances be interpreted as explicitly or implicitly conferring to the receiving Party any right whatsoever (under the terms of a licence or any other means) over the materials, inventions or discoveries to which this confidential information relates, or any other intellectual or industrial property right.

However, this confidentiality obligation does not cover:

- (i) information already known to the receiving Party prior to agreeing to the General Terms and Conditions; or

- (ii) information that was already in the public domain at the time of its disclosure or subsequently entered the public domain through no fault or negligence of the receiving Party; or
- (iii) information that has been lawfully obtained from other sources that are not bound by a confidentiality obligation to the Disclosing Party; or
- (iv) information that must be disclosed to a third party, in particular to a competent regulatory authority, through the imperative effect of a law, a court decision or a decision issued by a competent French or foreign community public authority.

The obligation of confidentiality, the subject of this article, takes effect on the date the General Terms and Conditions are entered into. It ends three (3) years after the expiry of the General Terms and Conditions, regardless of the reason for the termination.

16 Language of the General Terms and Conditions

Notwithstanding any translation that may be produced, whether signed or not, the language used for interpretation and/or performance of the General Terms and Conditions will be French.

17 Governing law and settlement of disputes

The applicable law is French law.

The Parties must endeavour to resolve any dispute about the formation, performance or interpretation of these General Terms and Conditions amicably. If no amicable agreement can be reached, these disputes must be submitted to the competent Courts of Nanterre for assessment.

18 Assignment

A Party may not assign its rights and obligations under the General Terms and Conditions to a third party, including its subsidiaries and Affiliated Companies, without the prior written consent of the other Party.

19 Tolerance

The Parties mutually agree that the fact that one of the Parties tolerates a particular situation does not have the effect of granting the other Party acquired rights.

Moreover, such tolerance cannot be interpreted as a waiver of the rights in question.

20 Term

These General Terms and Conditions take effect on 1 April 2023.

They expire on the day corresponding to the last End Date of Transactions agreed with all qualified suppliers under this version of the General Terms and Conditions.

21 Personal data

Within the framework of this Contractual Framework, each Party directly or indirectly collects, as a separate data controller, personal data about the representatives, employees or any other user of the other Party, which is processed automatically. The data is processed in accordance with the regulations in force, in particular law no. 78-17 of 6 January 1978 as amended, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and the free movement of such data ("GDPR"). The purpose is to manage the relationship with the other Party (management of commercial activities, information, management of complaints, invoicing, accounting, management of payments, collections, improvement of the order process, loyalty programme, etc.). Each Party will be solely liable for any damage caused by its processing of personal data which could constitute a breach of the applicable regulations. The Parties may not be held jointly and severally liable.

APPENDICES

Appendix no. 1: Letter of Acceptance of the General Conditions

[letter to be drafted on your company's letterhead]

GRTgaz
Customer Management and Network
Optimisation
Ms Géraldine Goret
6, rue Raoul Nordling
92 277 Bois-Colombes
FRANCE

Subject: Acceptance of the General Terms and Conditions version no. 2023-0 relating to gas purchases to cover GRTgaz's own needs

The company_____, with capital of_____, having its registered office_____, registered [in Trade and Companies Register of_____ *for French companies*] under no._____, represented by Mr/Ms_____, (position), duly authorised for this purpose, declares that he/she has read the General Terms and Conditions version no. 2023-0, applicable as of 1 April 2023, relating to gas purchases to cover GRTgaz's own needs, has read and understood all its terms, and agrees to and accepts them unreservedly.

Signed in_____, on _____
(name and capacity of
signatory) Signature

Appendix no. 2: Qualification Letter



[Name and address of the Supplier]

Subject: Qualification of [Supplier] for GRTgaz purchases to cover its own needs, in accordance with the General Terms and Conditions version no. 2023-0 applicable on 1 April 2023

GRTgaz, a French *société anonyme* (public limited company) with capital of €639,354,770.00, whose registered office is located at 6 rue Raoul Nordling 92277 Bois-Colombes Cedex, registered in the Nanterre Trade and Companies Register under number 440 117 620, represented by Mr Benoit Pouzieux, Deputy Director of the Customer and Network Optimisation Department, duly authorised for this purpose, declares that the company [Supplier] is qualified as a natural gas supplier for GRTgaz as of [qualification date], in accordance with the General Terms and Conditions version no. 2023-0, applicable on 1 April 2023 relating to gas purchases to cover GRTgaz's own needs.

Signed in _____, on _____
(name and capacity of the

signatory) Signature and

stamp of GRTgaz

Appendix no. 3: Statement of Situation

3. a Statement of Situation for companies based in France

(A.3.a)

[letter to be drafted on your company's letterhead]

Company identification

(Name, form, identification number, etc.)

GRTgaz

Customer Management and Network
Optimisation

Ms Géraldine Goret

6, rue Raoul Nordling

92 277 Bois-Colombes

FRANCE

Subject: Statement of situation

I, the undersigned [first name, surname], representative of the company _____ named above, acting in my capacity as [position], duly authorised for this purpose, swear:

- that the company _____ has, to date, fulfilled all obligations relating to the payment of mandatory social contributions, as well as the declaration and payment of direct and indirect taxes to which the company _____ is subject in the country in which it is established.
- to comply with the provisions of the Labour Code and in particular Article L8251-1 of said Code.

Signed in _____, on _____
(name and capacity of the company

representative) Signature

3.b Statement of Situation for foreign-based

companies (A.3.b)

[letter to be drafted on your company's letterhead]

Company identification

(Name, form, identification number, etc.)

GRTgaz

Customer Management and Network
Optimisation

Ms Géraldine Goret

6, rue Raoul Nordling

92 277 Bois-Colombes

FRANCE

Subject: Statement of situation

I, the undersigned [first name, surname], representative of the company named above, acting in my capacity as [position], duly authorised for this purpose, swear:

- that the company_____has, to date, fulfilled all obligations relating to the payment of mandatory social contributions, as well as the declaration and payment of direct and indirect taxes to which the company_is subject in the country in which it is established.
- that the work will be carried out using employees lawfully employed under French regulations or rules of equivalent effect in the country in which they are based.

Signed in_____, on _____
(name and capacity of the company

representative) Signature