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A decorative graphic consisting of several teal curved lines that converge at a central point marked with a small teal plus sign. From this point, a vertical line descends to the top of a rounded rectangular box.

## GRTGAZ NETWORK TRANSMISSION CONTRACT



**SECTION B**  
**UPSTREAM NETWORK**  
Version applicable as of September 1<sup>st</sup>, 2023



## Contents

Clause 1	Scope of Section B	5
1.1	Scope	5
1.2	Reservations	5
<b>CHAPTER 1</b>	<b>CAPACITY AND AUXILIARY SERVICES</b>	<b>6</b>
Clause 2	Capacity	6
2.1	Firm and Interruptible Capacity	6
2.2	Capacity specific to the Upstream Network	6
2.2.1	Releasable Firm Capacity	6
2.2.2	Backhaul Capacity	6
2.2.3	UBI (Use-it-and-Buy-It) Capacity	6
Clause 3	Auxiliary Services	7
<b>CHAPTER 2</b>	<b>MARKETING OF CAPACITY AND AUXILIARY SERVICES</b>	<b>7</b>
Clause 4	Marketing of capacity and Auxiliary Services	7
4.1	Capacity subscriptions at the Dunkerque, Taisnières L, Obergailbach, Virtualys, Oltingue and at the Network Interconnection Points (PIR)	9
4.1.1	Annual capacity subscriptions	9
4.1.2	Subscription of quarterly capacity	11
4.1.3	Monthly capacity subscriptions	12
4.1.4	Daily Capacity subscriptions	12
4.1.5	Intraday capacity suscription	14
4.1.6	Long-Term Use-It-Or-Lose-It (Long-Term UIOLI) procedure	15
4.1.7	Surrender of capacity for a period of one or several months	16
4.2	Transport Production Interface Points (PITP)	16
4.3	Subscription to Conversion Service	16
4.3.1	Conversion Services from L-gas to H-gas	16
4.3.2	Subscription procedure of Conversion Service	17
Clause 5	Marketing of capacity through at the Transport LNG Terminal Interface Points (PITTM)	18
5.1	PITTM of Montoir, Fos and Le Havre	18
5.1.1	Subscriptions included in the lng terminal's annual programme	19
5.1.2	Subscriptions not included in the lng terminal's annual programme	20
5.1.3	Allocation of Additional daily capacity	20
5.1.4	Allocation of Daily Backhaul Capacity	20
5.2	PITTM Dunkerque LNG	20
5.2.1	Subscription of Capacity	21
5.2.2	UBI (Use-it-and-Buy-It) Capacity	21



5.3	Deformation of the subscription profile	22
5.4	Pooling	22
<b>Clause 6</b>	<b>North B, North-East, North-West, Atlantic and South-East Transport Storage Interface Points (PITS)</b>	<b>23</b>
6.1	Annual capacity	23
6.2	Quarterly capacity	23
6.3	Monthly capacity	23
6.4	Daily capacity subscription	24
<b>Clause 7</b>	<b>Reservation procedures for capacity</b>	<b>24</b>
7.1	Annual, quarterly, monthly, daily and intraday subscriptions	24
7.2	UBI Subscription of Capacities	24
<b>Clause 8</b>	<b>Special cases when Network Operational Limits is reached</b>	<b>24</b>
8.1	Interruption of the interruptible capacities and UBI capacities	24
8.2	Interruption of marketing of unsubscribed capacity	25
8.3	Mutualised Restriction	25
<b>Clause 9</b>	<b>Incremental Capacity</b>	<b>25</b>
<b>CHAPTER 3</b>	<b>SECONDARY CAPACITY MARKET</b>	<b>26</b>
<b>Clause 10</b>	<b>Transfer of capacity right-of-use</b>	<b>26</b>
<b>Clause 11</b>	<b>Full transfer of capacity subscribed annually and monthly</b>	<b>27</b>
<b>CHAPTER 4</b>	<b>DETERMINATION OF QUANTITIES</b>	<b>28</b>
<b>Clause 12</b>	<b>Forecasts, Nominations and Schedules</b>	<b>28</b>
<b>Clause 13</b>	<b>Determination of Quantities</b>	<b>28</b>
13.1	General case	28
13.2	Provision of the values of the daily quantities taken off, transmitted and delivered	29
<b>Clause 14</b>	<b>Price Supplement at Transport LNG Terminal Interface Points Montoir, Fos and Le Havre</b>	<b>29</b>
14.1	Price supplement related to the daily allocation of additional daily entry capacity	29
14.2	Price supplement for the allocation of daily firm exit capacity	30
<b>Clause 15</b>	<b>Balancing in the L-gas Area</b>	<b>30</b>
15.1	Calculating Daily Imbalance in the L-gas Area	30
15.2	Price Supplement for Daily Imbalance in the L-gas Area	30



<b>CHAPTER 5</b>	<b>OBLIGATIONS AND LIMITATIONS TO GRTGAZ' OBLIGATIONS</b>	<b>31</b>
Clause 16	GRTgaz' obligations	31
Clause 17	Limitations on offtake, transmission and delivery obligations	31
17.1	Limitations related to Daily Capacity	31
17.2	Limitations arising from scheduling	32
Clause 18	Reduction or interruption in offtake, transmission or delivery	32
Clause 19	Capacity Buy-Back procedure	33
Clause 20	Bundling service	33
Clause 21	Implementation of limitations, reductions, interruptions	34
<b>CHAPTER 6</b>	<b>STIPULATIONS REGARDING INTERCONNECTION SYSTEMS, AND GAS CHARACTERISTICS AND PRESSURE</b>	<b>34</b>
Clause 22	Stipulations regarding interconnection systems	34
Clause 23	Gas characteristics and pressure	35
23.1	At Entry Points	35
23.2	At Transport Storage Interface Points and Network Interconnection Points	35



## Clause 1 Scope of Section B

The Upstream Network consists of the following points:

- the Network Interconnection Points,
- the Transport Storage Interface Points,
- the Transport LNG Terminal Interface Points,
- the Transport Production Interface Points,
- the Conversion Point.

### 1.1 Scope

This Section B sets out the rights and obligations associated with the marketing of capacity and Auxiliary Services on the Upstream Network, the full transfer of capacity (“transfer of title and risks”) and the transfer of right-of-use for such capacity.

Under the provisions of Section B, GRTgaz offers the Shipper several types of capacity on the Upstream Network, available in different time frames, together with Auxiliary Services.

The Shipper has access to such capacity and Auxiliary Services through Reservation requests. Such capacity and services can be modified on the initiative of the Shipper or GRTgaz, subject to the terms and conditions set out in this Section B.

In addition, the Shipper has the possibility to exchange Daily Entry and Exit Capacity with other shippers at Network Interconnection Points in accordance with the provisions of this Section B.

### 1.2 Reservations

The Shipper acknowledges that, should it wish to make use of Upstream Network capacity, Section D2 shall be included as an integral part of the Contract.

Additionally, should the Shipper express the wish to transfer the rights-of-use for all its Upstream Network capacity, the transferee of the Shipper’s capacity must sign a transmission contract that includes Section D2 with GRTgaz.



## CHAPTER 1 CAPACITY AND AUXILIARY SERVICES

### Clause 2 Capacity

#### 2.1 Firm and Interruptible Capacity

On the Upstream Network, GRTgaz markets Daily Capacity expressed in MWh/d (GCV) which can be Firm or Interruptible.

The conditions related to Capacity availability are defined in Appendix B2.

#### 2.2 Capacity specific to the Upstream Network

##### 2.2.1 RELEASABLE FIRM CAPACITY

At the Dunkirk Network Interconnection Point, a Shipper that has subscribed more than twenty per cent (20%) of marketable annual Firm Capacity undertakes to release part of its annual Firm Capacity to GRTgaz for other shippers to use. This capacity is called Releasable Capacity. It is released for use by shippers that request it in accordance with the provisions of this Section B.

Pursuant to CRE Deliberation No. 2020-082 of April 23, 2020 concerning the method of marketing entry capacity at the Dunkerque and Oltingue PIRs, no new Releasable Capacity will be created as from October 1, 2020.

##### 2.2.2 BACKHAUL CAPACITY

Backhaul Capacity is capacity that flows in the reverse flow direction to the Main Physical Flow Direction at a Network Interconnection Point or a Transport LNG Terminal Interface Point.

The incoming flow into the system at Obergailbach, Taisnières B, Montoir, Fos and Le Havre constitute the Main Physical Flow Direction at these points. At these points, GRTgaz offers Backhaul Capacity.

Virtualys and Oltingue are bidirectionnal, it doesn't have Main Physical Flow. On Virtualys, backhaul capacities are marketed on the entry and the exit direction. No backhaul capacity is available for Oltingue, Dunkerque GNL and Dunkerque.

The conditions related to Capacity availability are defined in Appendix B2.

##### 2.2.3 UBI (USE-IT-AND-BUY-IT) CAPACITY

GRTgaz offers UBI (Use-it-and-Buy-It) capacity that allows the Shipper to request extra capacity beyond its Initial Operational Capacity. Such capacity may be allocated fully or in part, if one or more other shippers do not use all their Operational Capacities on a given Day at the point in question.

This UBI capacity allocated to the Shipper can be reduced, partially or totally at any time in the event of a new Nomination of shippers holding primary capacity.



## Clause 3 Auxiliary Services

The provisions governing the subscription of L-gas to H-gas Conversion Service are laid out in Clause 4.3 of this Section B.

The provisions governing the service for substitution of capacities are laid out in Appendix B6 of this Section B.

## CHAPTER 2 MARKETING OF CAPACITY AND AUXILIARY SERVICES

The capacity at the Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys Network Interconnection Points, at the Transport LNG Terminal Interface Points (PITTM) Dunkerque GNL, is provided in response to requests submitted by the Shipper to GRTgaz through the PRISMA Platform.

For Transport Production Interface Points (PITP), Dunkirk Transport LNG Terminals Interface Points (PITTM) and the conversion H gas to B gas (monthly and annual subscription) GRTgaz undertakes to process a Shipper's capacity reservation request on PRISMA Platform within seven (7) Working Days following receipt of the request.

It is to be noted that capacity and service Reservation requests are binding on the Shipper. Once allocated, Capacity cannot be waived.

GRTgaz automatically allocates the Shipper entry and exit capacity at Transport LNG Terminal Interface Points (PITTM) to the exception of the PITTM Dunkerque GNL, based on the regasification capacity the Shipper holds on the LNG terminal(s).

GRTgaz automatically allocates the Shipper entry and exit capacity at Transport Storage Interface Points (PITS), based on the injection and withdrawal capacity the Shipper holds on a storage group and up to the limits of the Network's capacity.

For the daily subscriptions of exit and entry capacity at Transport Storage Interface Points (PITS), the Shipper shall submit its request for capacity by means of Nominations.

These allocations of capacity at Transport LNG Terminal Interface Points (PITTM) and at Transport Storage Interface Points (PITS) are specified below respectively in Clause 5 and in Clause 6.

## Clause 4 Marketing of capacity and Auxiliary Services

Capacity is subscribed on several different time frames: annual, quarterly, monthly, intermediary, daily or intra-daily. These subscriptions are summarised in the table below:



<b>Annual subscriptions</b>	
Capacity on the PIR	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Capacity on the PITTMs	Dunkerque GNL, Montoir, Fos, Le Havre
Capacity on the PITS	North-West, North-East, Atlantique, South-East, North B
<b>quarterly subscriptions</b>	
Capacity on the PIRs	Dunkirk, Taisnières B, Obergailbach, Oltingue, Virtualys
Capacity on the PITS	North-West, North-East, Atlantique, South-East, North B
<b>Monthly subscriptions</b>	
Capacity on the PIRs	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Capacity on the PITS	North-West, North-East, Atlantique, South-East, North B
<b>Intermediary subscriptions</b>	
Capacity on the PITTMs	Dunkerque GNL, Montoir, Fos, Le Havre
<b>Daily subscriptions</b>	
Capacity on the PIRs	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Capacity on the PITTMs	Montoir, Fos, Le Havre
Capacity on the PITS	North-West, North-East, Atlantique, South-East, North B
<b>Intra-daily subscriptions</b>	
Capacity on the PIRs	Dunkerque, Taisnières L, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
<b>UBI subscriptions</b>	
Capacity on the PIRs	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Capacity on the PITTMs	Dunkerque GNL

Annual subscriptions for capacity apply over one or more full years, each year being a period of twelve (12) consecutive Months beginning on the first (1<sup>st</sup>) Day of any Month, except in the case of annual Capacity subscribed on the PRISMA Platform, which must start as of the first (1<sup>st</sup>) of





October, and except for the annual capacities automatically allocated at the Montoir, Fos and Le Havre PITTMs, which depend on the subscriptions at the corresponding terminals.

Quarterly capacity subscriptions are made for a duration of four (4) individual consecutive quarters from the first (1st) of October to the thirty-first (31st) of December, from the first (1st) of January to the thirty-first (31st) of March, from the first (1st) of April to the thirtieth (30th) of June and from the first (1st) of July to the thirtieth (30th) of September respectively.

Monthly subscriptions for capacity apply over one (1) full Month, from the first (1<sup>st</sup>) to the last Day of the Month.

Intermediary capacity subscriptions are made for a period of N consecutive days, N being strictly inferior than three hundred and sixty-five days.

Daily capacity subscriptions apply to one (1) Day. For the capacities at the Montoir, Fos and Le Havre PITTMs, they are daily additional capacity and are calculated ex-post.

Intraday capacity subscriptions are provided for the remaining number of hours in the Day starting from four (4) hours after the beginning of the booking slot on the PRISMA platform.

GRTgaz commercialises capacities according the following priority order:

- Technical Firm Capacity proposed by GRTgaz,
- Capacities proposed by shippers pursuant to the clause 4.1.8,
- Capacities bought back by shippers pursuant to the clause 4.1.7,
- Additional Capacities,
- Interruptible Capacity.

All the modifications that have been made to the Daily Capacities and Auxiliary Services can be viewed on the Ingrid portal.

## 4.1 Capacity subscriptions at the Dunkerque, Taisnières L, Obergaibach, Virtualys, Oltingue and at the Network Interconnection Points (PIR)

### 4.1.1 ANNUAL CAPACITY SUBSCRIPTIONS

Annual subscriptions are made by the Shipper via the PRISMA Platform.

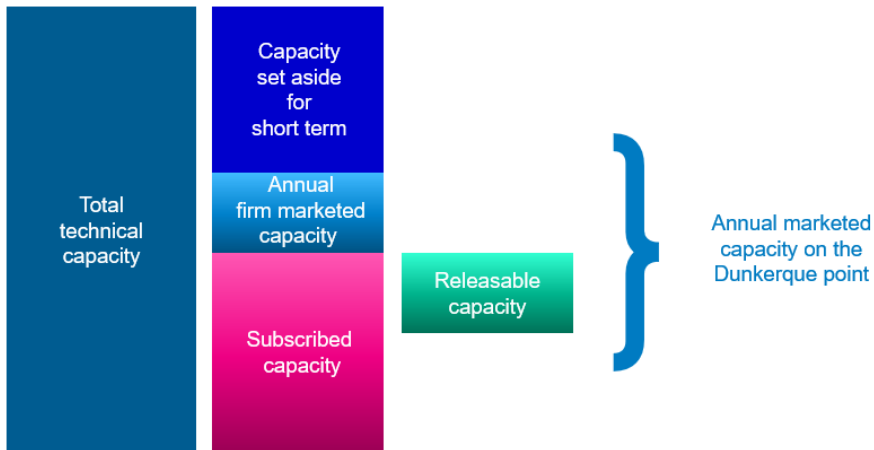
Such capacity is sold by auction for a maximum duration of fifteen (15) individual consecutive years, except in the case of the entry capacity at the Oltingue PIR, as entry capacity is only available for the upcoming year.

The volume of annual Firm Capacity marketed is determined as follows :

- For the first five years following the marketing date: a proportion of ten percent (10%) of the annual marketable Firm Capacity is reserved for sales at Quarterly Capacity Auctions.



- For the following ten years: an additional ten percent (10%) of the annual marketable Firm Capacity is reserved, which brings to twenty percent (20%) in total the share of the marketable Firm Capacity reserved for subsequent Auctions.



For the Dunkerque PIR, the Releasable Capacities are added to the volume of Annual Firm Capacities marketed as defined in the previous paragraph.

Shippers with Releasable Capacities have the possibility to convert all or part of this capacities in Firm Capacities by sending a request by email to [acces-reseau-accueil@grtgaz.com](mailto:acces-reseau-accueil@grtgaz.com) between 3<sup>rd</sup> May 2021 and 9<sup>th</sup> May 2021. After this single window, capacities unconverted will be fixed as Releasable Capacities.

Two different types of annual capacity may be booked as follows:

- Firm capacity then
- Interruptible capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on [www.entsog.eu](http://www.entsog.eu). By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule. Interruptible entry capacities at the Oltingue PIR are marketed in the next slot provided for in the abovementioned marketing schedule

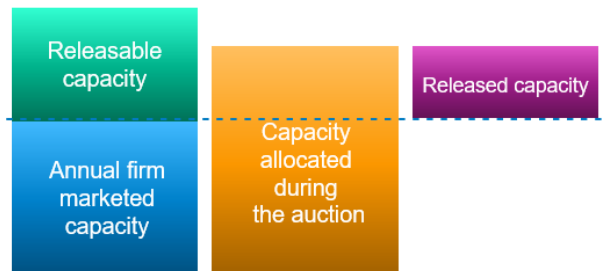
The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

By exception, for the Dunkerque PIR, following the progress of the Auction, if the volume of capacity allocated at the Auction is greater than the volume of capacity marketed minus the volume of Releasable Capacity, then the Releasable Capacities are released according to the following rules:

- no change is made to the volumes allocated at the Auction ;
- no new Releasable Capacity is created;
- the volume of Releasable Capacity released is equal to the volume of capacity allocated at the auction minus the volume of non-releasable firm marketed capacity; if several shippers



- hold Releasable Capacity, the capacities actually released are withdrawn in proportion to the Releasable Capacities held;
- the Releasable Capacities may be offset by Interruptible Capacities, subject to the availability of the Interruptible Capacity and acceptance by the Shippers concerned within twenty-four (24) working hours from the notification of the offset.



The unit price of the annual capacity subscribed by auction is equal to the price as determined in accordance with the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The reserve price for annual capacity auctioned on the PRISMA Platform is equal to the term applicable to the annual capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

#### 4.1.2 SUBSCRIPTION OF QUARTERLY CAPACITY

Quarterly capacity subscriptions are made by shippers via the PRISMA Platform.

Such capacity is sold by auction for a maximum duration of fifteen (4) individual consecutive quarters.

Two different types of quarterly capacity may be booked as follows:

- Firm Capacity
- or
- Interruptible Capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on [www.entsog.eu](http://www.entsog.eu). By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule. The interruptible entry capacity at the Oltingue PIR is marketed during the next time slots allocated as per the above-mentioned marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.



The unit price of the quarterly capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The reserve price for quarterly capacity auctioned on the PRISMA Platform is equal to the term applicable to the quarterly capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

#### 4.1.3 MONTHLY CAPACITY SUBSCRIPTIONS

GRTgaz sells by Auction capacity for Monthly reservations starting on the first day (1st) of Month M.

Two different types of monthly capacity may be booked as follows:

- Firm Capacity  
or
- Interruptible Capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on [www.entsog.eu](http://www.entsog.eu). By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule. The interruptible entry capacity at the Oltingue PIR is marketed during the next time slots allocated as per the above-mentioned marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the monthly capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The reserve price for monthly capacity auctioned on the PRISMA Platform is equal to the term applicable to the monthly capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

#### 4.1.4 DAILY CAPACITY SUBSCRIPTIONS

GRTgaz sells by Auction daily Firm Capacity if available after the capacity for a given month M has been allocated.

Daily subscriptions for capacity for every day of month M are booked via the PRISMA Platform.



The trading schedule is published on the following website: <http://www.prisma-capacity.eu>. By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the daily capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The Reserve Price for daily Capacity auctioned on the PRISMA Platform is equal to the applicable term to the daily capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz shall endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

**Specific conditions relating to daily subscriptions of firm exit capacities on the Obergailbach IP taken in application of deliberation n°2022-242 of 29 September 2022 concerning the creation of a physical gas exit capacity offer at the Obergailbach Interconnection Point.**

In application of CRE deliberation n°2022-242 of 29 September 2022, on the Obergailbach IP, only firm daily capacities are marketed subject to the existence of an Interconnection Agreement with the Operator concerned. In the event that this Interconnection Agreement is terminated or suspended, GRTgaz shall suspend the marketing of the above-mentioned capacities. GRTgaz shall notify the Shippers of this suspension as soon as possible.

The level of these capacities is determined daily.

The capacities are marketed on the Prisma Platform in accordance with the procedures specified in Article 4.1.4 of Section B.

However, daily capacities will not be offered to the Shipper in the following cases :

- Red or orange alert level on the Operational Limits South / North of the French network.
- Reversal of physical flows at Obergailbach from the "France exit" direction to the "France entry" direction having taken place less than one week before;
- Different technical specifications between the Operators preventing the export of gas to Germany;
- Work preventing the physical flow at Obergailbach in the "France exit" direction. The procedures for informing the Shipper are those set out in Article 13 of Section A of the General Terms and Conditions.
- At the request of the competent administrative authority when there is a risk of no longer being able to ensure the continuity of natural gas supply on the continental metropolitan territory.



#### 4.1.5 INTRADAY CAPACITY SUSSCRIPTION

##### 4.1.5.1 INTRADAY CAPACITY SUSSCRIPTION

Insofar as the remainder of unsold Firm Capacity is superior to a threshold of one (1) KWh/h, GRTgaz offers the intraday Firm Capacity available once the daily Capacity for the corresponding Day D has been allocated.

Intraday Capacity is booked via the PRISMA platform.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu>.

The Capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at the following URL: <http://www.prisma-capacity.eu>.

The unit price of the intraday Capacity subscribed by auction via the PRISMA platform is determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available the following URL: <http://www.prisma-capacity.eu>.

The Reserve Price for intraday Capacity auctioned on the PRISMA platform is equivalent to the term applicable to the intraday Capacity subscriptions.

Without prior notice, GRTgaz may interrupt the marketing of intraday Capacities for one or several Network Interconnection Points at any time on any Day.

##### 4.1.5.2 SUBSCRIPTION OF UBI CAPACITY

In the event that the remainder of unsold Firm Capacity at a given interconnection point is superior to a threshold of one (1) 1KWh/h, Capacity reserved by the Shipper and not nominated can be allocated by GRTgaz to other shippers present at that point and which have requested UBI capacity. This request is deemed to be equal to the difference between the shipper's Nomination and the Initial Operational Capacity on that point (over-nomination).

At the points where UBI capacity may be offered under Sub-clause 2.2.3 of this Section B, an excess of Nominations relative to the Initial Operational Capacity shall be considered a UBI capacity request between 2pm (14:00) on Day D-1 and 3am (3:00) on Day D.

UBI capacity is allocated at the end of each cycle and published exclusively via the IT System under «UIOLI» in the present case in the shipper's Operational Capacity Notice.

UBI capacity is allocated by prioritising the requests of the shippers under their Rights, then allocated to shippers beyond their capacity Rights.

In this case, UBI capacity requested on the Day D («intraday» or «within-day» requests) is allocated to the Shipper who is the beneficiary in that case on a daily basis at the end of each cycle on Day D. The capacity shall be allocated prorata temporis for the number of hours remaining in Day D and is deemed definitively allocated on the basis of one/twenty-fourth (1/24<sup>th</sup>) per hour of the Day D in arrears.

GRTgaz may interrupt the marketing of UBI capacities for one or several Network Interconnection Points at any time on any day and without prior notice. If this case arises, GRTgaz thus would adjust the Operational Capacity Notice accordingly by deleting the UBI capacity attributed on the remaining hours for that Day.



UBI capacity billed to the Shipper corresponds to the difference, if positive, between the Daily Quantity Taken off or, if applicable, Delivered, and the sum of the shipper's Firm Rights and Interruptible Rights.

#### 4.1.6 LONG-TERM USE-IT-OR-LOSE-IT (LONG-TERM UIOLI) PROCEDURE

GRTgaz may implement a Long-Term UIOLI procedure, which is designed to make available to shippers capacity subscribed but not used by one or more shippers on the Network Interconnection Points. The Long-Term UIOLI procedure can be implemented provided the following conditions are met:

1. During two following periods of six (6) consecutive Months, beginning on the first (1<sup>st</sup>) Day of October or on the first (1<sup>st</sup>) Day of April Daily Quantities Scheduled for offtake, respectively for delivery, for a Shipper at a Network Interconnection Point, are on average less than eighty per cent (80%) of the Daily Entry Capacity, respectively Daily Exit Capacity, subscribed by that Shipper at the said Network Interconnection Point with an effective duration of more than one year and that has not been transferred to another shipper under CHAPTER 3 of Section B nor released under Sub-clause;
2. GRTgaz has been unable to meet at least one duly justified request from another shipper for an annual subscription of Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz, receiving a request from a Shipper pursuant to Sub-clause 2 above shall assess in accordance with the provisions of Sub-clause 1 above whether one or more shippers are in a position to reassign Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz informs the French Energy Regulatory Commission (CRE) of this situation and if applicable, a proposal for the capacity withdrawal.

If the Shipper is concerned by the implementation of the Long-Term UIOLI procedure, GRTgaz shall send to the Shipper a maximum reassignment request notification corresponding to part or whole of the Daily Entry or Exit Capacity at the Network Interconnection Point as subscribed by the Shipper.

The Shipper, if concerned by the implementation of the Long-Term UIOLI procedure, shall provide, where applicable, a proper justification for the under-utilization of its capacity within ten (10) Working Days following GRTgaz' notification of the maximum reassignment request.

Then GRTgaz forwards these justifications to the French Energy Regulatory Commission (CRE). If the French Energy Regulatory Commission (CRE) decides to implement the Long-Term-UIOLI procedure to the Shipper, GRTgaz shall then send the Shipper a definitive reassignment request, based on the decision of the French Energy Regulatory Commission (CRE).

The part of capacity that has been requested for a definitive reassignment and that has been allocated to shipper taking part to the OSP for Firm Capacity on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper transfers all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if reassignment had not occurred and the amount payable by the shippers for this Surrendered Capacity. The case may be, GRTgaz informs the Shipper over the level of



Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.

#### **4.1.7 SURRENDER OF CAPACITY FOR A PERIOD OF ONE OR SEVERAL MONTHS**

GRTgaz shall accept any surrender of Firm Capacity for one or several Month, held by the Shipper, made by email to [acces-reseau-accueil@GRTgaz.com](mailto:acces-reseau-accueil@GRTgaz.com) ten (10) calendar days before the publication date of the monthly auction. The surrender request for Firm Capacity specifies the Network Interconnection Point concerned, the amount, start date and end date and must be made by a person duly authorized.

All reservation requests are binding on the Shipper and can on no account be waived.

The surrender requests for capacity made first are reallocated first. A surrender request for capacity does not relieve Shipper of its rights and obligations under this Contract.

The part of capacity that has been surrendered and that has been allocated to shipper taking part to the auction for Firm Capacity for a period of one (1) Month on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper should transfer all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if surrender had not occurred and the amount payable by the shippers for this Surrendered Capacity. The case may be, GRTgaz informs the Shipper amounts of Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.

## **4.2 Transport Production Interface Points (PITP)**

Shippers with gas produced upstream of a Transport Production Interface Point are allocated, upon request, with a minimum prior notice of one (1) month, the annual Entry Capacity available at that Transport Production Interface Point which corresponds to their needs.

For the biogas production facilities, the annual entry capacity for subscription by the shippers correspond to the reserved capacity as provided for in the transmission and distribution network biogas injection reservation management procedure as published on GRTgaz' public website [www.grtgaz.com](http://www.grtgaz.com)

## **4.3 Subscription to Conversion Service**

### **4.3.1 CONVERSION SERVICES FROM L-GAS TO H-GAS**

Subscription of Daily Quality Capacity Conversion from L-Gas to H-Gas are annual, monthly, daily and Intra-daily, and are Interruptible.

Subscription procedure are described in clause 4.3.3 of this section.





### 4.3.2 SUBSCRIPTION PROCEDURE OF CONVERSION SERVICE

#### 4.3.2.1 ANNUAL CAPACITY SUBSCRIPTION

Annual capacity subscriptions are submitted to GRTgaz by the Shipper through the PRISMA Platform and are attributed under the principle “first come first served”.

The rules for "first come - first served" subscription are described in the General Terms and Conditions for Use of the PRISMA Capacity Platform, available at <http://prisma-capacity.eu>.

Annual subscriptions for capacity apply over one (1) or more full years, each year being a period of twelve (12) consecutive Months beginning on the first (1<sup>st</sup>) Day of any Month.

#### 4.3.2.2 MONTHLY CAPACITY SUBSCRIPTION

Monthly capacity subscriptions are submitted to GRTgaz by the Shipper through the PRISMA Platform and are attributed under the principle “first come first served”.

The rules for "first come - first served" subscription are described in the General Terms and Conditions for Use of the PRISMA Capacity Platform, available at <http://prisma-capacity.eu>.

Monthly subscriptions for capacity apply over one (1) full Month, from the first (1<sup>st</sup>) to the last Day of the Month.

#### 4.3.2.3 DAILY CAPACITY SUBSCRIPTION

Daily subscriptions for capacity for every day of month M are booked via the PRISMA Platform.

Daily capacity subscriptions apply to one (1) Day.

GRTgaz sells by Auction daily Capacity if available after the capacity for a given month M has been allocated.

The trading schedule is published on the following website: <http://www.prisma-capacity.eu>.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the daily capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The Reserve Price for daily Capacity auctioned on the PRISMA Platform is equal to the applicable term to the daily capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz shall endeavour to put together an alternative solution to register its clients' requests for capacity subscription.



#### 4.3.2.4 INTRA-DAILY CAPACITY SUBSCRIPTION

Intra-daily subscriptions for Capacity for every day of month M are booked via the PRISMA Platform.

The trading schedule is published on the following website: <http://www.prisma-capacity.eu>.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the intra-daily capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The Reserve Price for intra-daily Capacity auctioned on the PRISMA Platform is equal to the applicable term to the intra-daily capacity subscriptions.

GRTgaz may interrupt the marketing of intra-daily Capacity at any time of a Day without notice.

## Clause 5 Marketing of capacity through at the Transport LNG Terminal Interface Points (PITTM)

### 5.1 PITTM of Montoir, Fos and Le Havre

GRTgaz operates a mechanism to automatically allocate Daily Entry Capacity at Transport LNG Terminal Interface Points on the basis of the regasification capacity subscribed with the LNG terminal's Operator and transmitted to GRTgaz by the latter.

The objective of this mechanism is to guarantee to the Shipper the availability of Daily Entry Capacity at the Transport LNG Terminal Interface Points consistent with the regasification capacity that the Shipper holds at an LNG terminal(s), within the limits of the Network's capacity.

Under this mechanism, GRTgaz allocates three (3) types of Daily Entry Capacity at Transport LNG Terminal Interface Points. These three (3) types of capacities, described further below, are:

- an annual capacity, calculated on the basis of the regasification capacity subscribed with the LNG terminal Operator. This annual capacity is allocated when subscribed offloadings with an LNG terminal Operator are included in the LNG Terminal's annual programme.
- one intermediary capacity calculated on the basis of the regasification capacity subscribed with the LNG terminal Operator and where subscribed offloadings are not included in the LNG Terminal's annual programme.
- an additional daily capacity, calculated retrospectively on the basis of the difference between the maximum daily emission for each Day and the subscribed capacity,

By exception to the above principles, the subscription of regasification capacity at one of the Fos terminals (Fos Tonkin or Fos Cavaou) under the pooling service offered by Elengy or FosMax LNG used from the other Fos terminal, does not lead to an automatic allocation of Daily Entry Capacity



at the Transport LNG Terminal Interface Point of Fos, the quantity of gas potentially sent-out at the Fos PITTM not being increased.

GRTgaz reserve the right to ask Elengy or FosMax LNG the relevant documents proving that the subscription has effectively made under the Pooling service between the two Fos terminals.

An acquisition of regasification capacity on the secondary market does not lead to an automatic allocation of Daily Entry Capacity at the Transport LNG Terminal Interface Points.

Each Daily Entry Capacity at a Transport LNG Terminal Interface Point specified in Ingrid portal can be amended by GRTgaz on the basis of information provided by the LNG terminal Operator.

### 5.1.1 SUBSCRIPTIONS INCLUDED IN THE LNG TERMINAL'S ANNUAL PROGRAMME

#### 5.1.1.1 CALCULATION OF THE LEVEL OF ALLOCATED CAPACITY

If the Shipper has subscribed offloadings with an LNG terminal Operator within the scope of the annual programming of the terminal, it benefits a firm annual capacity at the PITTM downstream of the terminal on a time period starting on the first day of the month of the first offloading included in the subscription with the LNG terminal Operator and ending on the last day of the month of the last offloading included in the subscription with the LNG terminal Operator. This time period can be shorter than one (1) year. The level of capacity allocated is equal on average to the daily firm regasification capacity of the terminal multiplied by the ratio:

- of the regasification capacity subscribed by the Shipper at the terminal;
- over the total firm technical regasification capacity of this terminal over the subscription period. This is defined as the total annual firm technical capacity of the terminal over the subscription period prorata temporis.

Should the terminal's firm daily regasification capacity exceed the PITTM's firm technical capacity on average under the period of subscription, the latter would be used instead of the terminal's firm daily regasification capacity.

$$\text{terminal's firm daily regasification capacity} = \frac{113,5\% \times \text{total firm technical regasification capacity of this terminal}}{365}$$

#### 5.1.1.2 TAKING INTO ACCOUNT THE PITTM SEASONALITY

Transport LNG Terminal Interface Points may have firm Technical Capacity lower available during summer than during winter. In order to take into account this seasonality, Daily Entry Capacity at a Transport LNG Terminal Interface Point is allocated according the following principles:

- If the firm technical regasification capacity of the terminal is lower or equal all year round to the PITTM's firm technical capacity as defined to Appendix B2, then the Daily Entry Capacity at a Transport LNG Terminal Interface Point is allocated constantly over the year;
- If the firm technical regasification capacity of the terminal is higher at certain periods of the year to the PITTM's firm technical capacity as defined to Appendix B2, then the Daily Entry Capacity at a Transport LNG Terminal Interface Point is allocated respecting the two (2) following rules:



- The Daily Entry Capacity at a Transport LNG Terminal Interface Point which is allocated on average on the subscription period is defined on clause 5.1.1.1;
- If the PITTM's firm technical capacity is different between two given periods of the year, then ratio between the Daily Entry Capacities allocated over these two periods is equal to the ratio between the PITTM's firm technical capacities as defined to Appendix B2 over the same periods.

### 5.1.2 SUBSCRIPTIONS NOT INCLUDED IN THE LNG TERMINAL'S ANNUAL PROGRAMME

The Shipper subscribing offloadings outside the scope of the annual programming of the terminal with the LNG terminal Operator, including by the mean of the pooling service of the LNG terminal Operators, will be allocated firm intermediary capacity equal to the regasification capacity subscribed with the LNG terminal Operator. Such capacity is allocated over the scheduled emission period, starting from the emission start date initially agreed by the LNG terminal Operator and the Shipper and according scheduled emission profil announced by the LNG terminal Operator.

By exception to the above principles, the subscription of regasification capacity at one of the Fos terminals (Fos Tonkin or Fos Cavaou) under the pooling service offered by Elengy or FosMax LNG used from the other Fos terminal, does not lead to an automatic allocation of capacity, as described in clause 5.1.

If unloading is cancelled, the capacity allocated at the Transport LNG Terminal Interface Point remains due.

### 5.1.3 ALLOCATION OF ADDITIONAL DAILY CAPACITY

As stipulated in Clause 14 of this Section B, each quantity issued in excess of the subscribed capacity gives rise to an automatic allocation of Additional Daily Capacity, which is invoiced at the price of the Additional Daily Capacity.

### 5.1.4 ALLOCATION OF DAILY BACKHAUL CAPACITY

Following the use of the Backhaul at an LNG terminal during Month M-1, at the beginning of month M, the Shipper is being allocated on GRTgaz side a Daily Firm Exit Capacity equal to the reverse flow attributed by the LNG Terminal Operator for every Day concerned of month M-1.

Such daily Firm exit Capacity shall be subject to a Price Supplement as defined in Clause 12 of this Section B.

The Capacity may be modified for each Day of month M at a Transport LNG Terminal Interface Point in view of the information provided by the LNG Terminal.

## 5.2 PITTM Dunkerque LNG



### 5.2.1 SUBSCRIPTION OF CAPACITY

Holding regasification capacities entails an obligation to hold, for the whole period when the Shipper holds regasification capacities, entry capacities as regards the transmission network and for the relevant durations and amounts. In the case of the Dunkerque LNG terminal in particular, where the facility serves two interconnection points, this obligation is met by adding up the capacities subscribed from GRTgaz's at the Dunkerque LNG PITTM, and those subscribed at the second terminal, which serves Belgium. The subscription request must be made at least three (3) working days before the start of the emissions and must cover the entire regasification capacity subscribed at the Dunkerque LNG terminal.

In particular, in the case of an increase of subscribed send-out capacity with the LNG terminal Operator without new berthing right, the Shipper shall make sure that the subscribed regasification capacities and the subscribed Network entry capacities match.

The Shipper may subscribe annual and/or intermediary Capacity with GRTgaz out of the PITTM Dunkerque GNL via PRISMA platform

Each Daily Entry Capacity at a Transport LNG Terminal Interface Point specified in Ingrid portal can be amended by GRTgaz on the basis of information provided by the LNG terminal Operator.

Annual and intermediary Capacities may be allocated to any Shipper which so requests, on the condition that it can justify its request with evidence of the subscription of consistent regasification capacity with the Dunkerque LNG terminal operator and that such capacity is available from such point.

Any allocated capacity may not be challenged as a result of a new application from the Shipper

All annual Capacity subscriptions are made by the Shipper with GRTgaz on one (1) or several Annual Bands starting on the first (1<sup>er</sup>) day of any month and three (3) Days before the first (1<sup>er</sup>) day when the Capacity comes into effect at the latest.

### 5.2.2 UBI (USE-IT-AND-BUY-IT) CAPACITY

GRTgaz offers UBI (Use-it-and-Buy-It) Capacity according to a system that allows Shipper to request additional capacity beyond their Initial Operational Capacity. Such capacity may be allocated in full or in part, if one or several other shippers do not use all of their Operational Capacities or provided that the full capacity has not been sold by GRTgaz out of this particular point on a given Day.

The UBI Capacity allocated to the Shipper may be reduced in part or in full at any time in the event of a new Nomination request from other shippers, which are primary owners of the capacity.

The Capacity already booked by the Shipper and unused (not nominated), as well as the capacity which has not been marketed by GRTgaz, may be allocated by GRTgaz to other shippers operating at this point if they have requested UBI Capacity. This request is deemed equal to the difference between the shipper's Nomination and the Initial Operational Capacity at this point (case of an excess of nominations).

An excess of Nominations relative to the Initial Operational Capacity shall be handled as a UBI capacity request between 2pm (14:00) on Day D-1 and 3am (3:00) on Day D.



UBI Capacity is issued at the end of each cycle and published exclusively via the IT system under the name "UIOLI" in the present case on the beneficiary Shipper's Operational Capacity Notice.

UBI Capacity is allocated by prioritising the requests of the shippers under their Rights, then allocated to shippers beyond their capacity Rights.

In this particular case, UBI capacity requested on the Day D ("intraday" or "within-day" requests) is allocated to the Shipper who is the beneficiary on a daily basis at the end of each cycle on Day D. The Capacity shall be allocated on a prorata temporis for the number of hours remaining in Day D and deemed allocated permanently on the basis of one/twenty-fourth (1/24th) per hour of the already elapsed Day D.

GRTgaz may interrupt the marketing of UBI Capacities without prior notice and at any time on any day. If this case arises, GRTgaz will then adjust the Operational Capacity Notice accordingly by deleting the UBI Capacity attributed for the remaining hours of that Day.

UBI Capacity billed to the Shipper corresponds to the difference, if positive, between the Daily Quantity Taken off and the sum of the shipper's Rights.

### 5.3 Deformation of the subscription profile

With the sole aim of minimising the additional daily Capacities at the Montoir, Fos and Le Havre PITTM or the UBI Capacities at the Dunkirk PITTM and without any other operational impact, the Shipper may, on each PITTM where it has a subscription, change the level the day before for the following day, provided that it retains the entire cumulative Capacity initially subscribed over the subscription period or the calendar year if the subscription is for a period greater than or equal to one year.

In the event that the Shipper does not retain the entire cumulative capacity initially subscribed, GRTgaz shall invoice the Shipper for the missing quantity multiplied by the daily entry capacity charge at the PITTM.

### 5.4 Pooling

A shipper with subscribed and unused capacity on a PITTM over a month M may benefit from pooling, i.e. a subscription made after the 20th of month M-1 for month M on another PITTM, at a price equal to 10% of the tariff term and up to the amount of unused capacity.

The shipper wishing to benefit from pooling service must make an explicit request to GRTgaz at least three (3) Working Days before the beginning of the new capacity subscription at the PITTM. The request shall specify the daily profile of the subscription.

GRTgaz will validate the pooling after it has been established that the capacity giving entitlement to pooling has not been used. If this capacity has been used, GRTgaz will invoice the capacity subscribed under the pooling at 100% of its tariff term.

A Shipper wishing that an automatic allocation of intermediary Capacity at the Montoir, Fos or Le Havre PITTM following a subscription with an LNG terminal Operator is processed under the pooling service must request it no more than three (3) Working Days after the subscription with the LNG terminal Operator. The pooling may be requested for the whole intermediary Capacities linked with the subscription with the LNG terminal Operator, provided that it has occurred after the 20<sup>th</sup> of Month M-1 for an offloading scheduled at the latest the last Day of Month M.



## Clause 6 North B, North-East, North-West, Atlantic and South-East Transport Storage Interface Points (PITS)

Capacities at the Transport Storage Interface Points are of type “Transport Storage Interface Capacity”.

So as to guarantee to the Shipper the availability of the Daily Entry and Exit Capacities at the Point of Interface Transport Storage corresponding to its injection and withdrawal capacities on a storages group, the Daily Entry and Exit Capacities at the Point of Interface Transport Storage are automatically allocated by GRTgaz to the Shipper, within the limits of the capacities of the Network, on the basis of the nominal capacities of the product of storage which was attributed to him by the Operator(s) of storage.

Daily Capacities at Transport Storage Interface Points are allocated on a priority basis as Firm Capacities within the limit of the available Firm Capacity as defined in Appendix B2. Beyond this limit, they are allocated as Interruptible Capacities.

In particular, the allocation of Daily Capacities at the Transport Storage Interface Points over a given period shall be made simultaneously for all Shippers at the end of the complete marketing by the Storage Operator(s) of the storage products scheduled over the period. If the total Daily Capacities to be allocated at a Transport Storage Interface Point in an Entry or Exit direction are greater than the Firm Capacity of the Transport Storage Interface Point in that direction, then the Shippers shall be allocated Firm Capacity and Interruptible Capacity, so that all the Shippers have the same proportion of Interruptible Capacity in relation to their total Daily Capacity allocated in that direction at the Transport Storage Interface Point - over that period.

### 6.1 Annual capacity

Concerning storage products with a duration greater than or equal to (1) one year which are allocated to the Shipper by the Storage Operator(s), annual Entry and Exit Transport Storage Interface Capacities at the Transport Storage Interface Points are automatically allocated by GRTgaz to the Shipper, within the limit of the Network capacities, on the basis of the storage capacities allocated to it by the Storage Operator(s).

### 6.2 Quarterly capacity

Concerning storage products with a duration of less than one (1) year or in excess or equal to three (3) Months allocated to the Shipper by the storage Operator(s), the quarterly Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).

### 6.3 Monthly capacity

Concerning storage products with a duration of less than three (3) Months or in excess or equal to one (1) Month allocated to the Shipper by the storage Operator(s), monthly Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).



## 6.4 Daily capacity subscription

Concerning storage products with a duration of less than one (1) Month or in excess or equal to one (1) Day allocated to the Shipper by the storage Operator(s), the Daily Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).

In case of Daily Quantity scheduled by the Shipper superior to the sum of the Transport Storage Interface Capacities subscribed by the Shipper at Transport Storage Interface Point for a given direction (Entry or Exit), the Daily Transport Storage Interface Capacities are automatically allocated by GRTgaz *ex post*. The allocation is equal to the difference between the Daily Quantity Scheduled by the Shipper and the sum of the Transport Storage Interface Capacities beforehand subscribed by the Shipper at the Transport Storage Interface Point in the given direction.

## Clause 7 Reservation procedures for capacity

### 7.1 Annual, quarterly, monthly, daily and intraday subscriptions

On its public website [www.grtgaz.com](http://www.grtgaz.com) and on PRISMA, GRTgaz shall publish the capacity available on the Upstream Network. This data is regularly updated.

Requests for capacity submitted by the Shipper for annual, quarterly, monthly daily and intraday Reservations are communicated through the PRISMA Platform.

GRTgaz' response to a daily subscription request takes the form of an updated Upstream Capacity Portfolio posted on Ingrid portal.

### 7.2 UBI Subscription of Capacities

Subscriptions for UBI Capacity issued by the Shipper are handled via the IT system in accordance with the provisions described in Sub-clause 4.1.5.2.

## Clause 8 Special cases when Network Operational Limits is reached

Pursuant to the deliberations of the Energy Regulatory Board (Commission de Régulation de l'Énergie – CRE) of 26 October 2017 and of 24 July 2018 regarding the setting up of a single gas market in France, GRTgaz has at disposal various mechanisms should the Network Operational Limits be reached.

### 8.1 Interruption of the interruptible capacities and UBI capacities

Should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt the interruptible Capacity subscribed at one or more Network Interconnection Points (PIR), Transport





Storage Interface Points (PITS) and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day.

In addition, should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt the UBI capacities and backhaul capacities at one or more Network Interconnection Points (PIR), and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day.

## 8.2 Interruption of marketing of unsubscribed capacity

Should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt at any time the marketing of unsubscribed capacities at one or more Network Interconnection Points (PIR), and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day.

## 8.3 Mutualised Restriction

Should the Network Operational Limits be reached, GRTgaz reserves the right to apply a mechanism for Mutualised Restriction as a last resort if it is not in a position to ensure the transmission of gas. Shippers cannot seek to obtain any compensation by submitting an insurance claim to GRTgaz's insurance companies to compensate for the possible consequences of Mutualised Restriction.

## Clause 9 Incremental Capacity

A request for incremental capacity can be made to GRTgaz depending on the situation:

- 1- Pursuant to the procedure and terms and conditions described in the European Commission regulation, GRTgaz and the adjacent Operators coordinate their efforts so as to undertake a joint assessment of the firm capacity demand bundled for all their networks. This process takes place every two (2) years and aims at developing capacity beyond the Technical capacity made available at the request of the concerned/interested parties. This process is a joint process undertaken by all the adjacent Operators to promote the development of joint/bundled firm capacity. Such demand may involve the Obergailbach PIR or the Virtualys PIR.

The procedure consists of two (2) different phases:

- Firstly, a non-binding phase, which allows Network operators to make a primary assessment of the overall demand and of the period during which there is a need for incremental capacity. The Shippers are invited to send their non-binding requests to the Network Operators by post. The Operators will then ascertain the available capacity according to the market demand as well as the potential development needs across the networks.
- Secondly, a binding phase shall be undertaken depending on the demand received by GRTgaz and/or the concerned adjacent Operators, and launched in coordination with the Network Operators according to technical and economic criteria and in accordance with the European and domestic laws and regulations. This binding phase follows a joint survey undertaken by the Operators to determine the feasibility



of the required developments, as well as the timeline and the conditions for the provision of such development capacity.

If the request is made to GRTgaz outside of the above-described timeline of the European procedure, GRTgaz reserves the right to launch a specific consultation procedure on the demand and to request that the next European procedure would reflect such demand.

- 2- If the request received by GRTgaz involves another Network point than the Obergailbach and the Virtualys PIRs, GRTgaz shall consider the additional capacity request as a Prudent and Reasonable Operator. This process takes place in coordination with the relevant adjacent Operator if the request involves a borderline network point.

If the request received can be met fully or in part, without developing incremental capacity and in accordance with the applicable European regulations. The capacity available shall then be subscribed by the Shipper concerned pursuant to the terms of the Contract.

## CHAPTER 3 SECONDARY CAPACITY MARKET

The Shipper may exchange Daily Entry and Exit Capacities, either by transferring the right of use or by transferring all rights and obligations (assignment). The Shipper may exchange Daily Entry and Exit Capacities at the Network Interconnection Points with other shipper(s) on the Network, and Daily Entry Capacity at the Transport LNG Terminal Interface Point, on the PRISMA platform.

The rules of transfer of use and assignment are described in the General Terms and Conditions for Use of the PRISMA platform, available at <http://www.prisma-capacity.eu>.

In the event of the PRISMA Platform remaining unavailable over a long period, GRTgaz undertakes to make best efforts to set up an alternative solution in order to register the transfers of right-of-use.

Exchanges of capacity at Transport Storage Interface Point are made automatically after exchanges of capacity made by Shipper to the storage Operator. Those are only exchanges of all rights and obligations (assignment).

GRTgaz may refuse an exchange capacity, either by transferring rights of use or by transferring all rights and obligations, if this capacity is the subject of restitution by the Shipper, in accordance with Sub-clauses 4.1.7.

In the event of an exchange capacity, the Shipper undertakes not to unbundle the capacity it has subscribed as bundled on the PRISMA Platform.

### Clause 10 Transfer of capacity right-of-use

The Shipper may transfer to another shipper that has an existing transmission contract with GRTgaz the right-of-use covering all or part of each:



- Firm or Interruptible Daily Entry or Exit Capacity at the Network Interconnection Point
- Daily Entry Capacity at Transport Production Interface Point
- Daily Entry Capacity at the Transport LNG terminal Interface Point specified in Ingrid portal.

Special features of transfer of use:

- the Shipper which first holds the capacity remains liable towards GRTgaz under the Contract for all the obligations related to the capacity for which the right-of-use is transferred, in particular the payment obligation.
- the Shipper that has acquired a capacity right-of-use through a transfer of the said right-of-use continues to hold that right even if the Shipper, which first held the capacity, fails to execute its obligations under the Contract.

The transfer of the right to use capacities may under no circumstances concern Releasable Capacities.

The capacity right-of-use, which was acquired by the transferee Shipper via a transfer of use, can be transferred again by the latter, wholly or in part, to third party shipper with an existing transmission contract with GRTgaz according to the same features mentioned above.

Any transfer of rights-of-use performed under this Clause 10 shall be carried out via the PRISMA Platform. The rules applicable to the transfer of use are described in the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

## Clause 11 Full transfer of capacity subscribed annually and monthly

The Shipper can transfer to another shipper its rights and obligations relating to all or part of each:

- Daily Entry or Exit Capacity at the Network Interconnection Point,
  - Daily Entry Capacity at the Transport LNG terminal Interface Point
- as specified in Ingrid portal.

Special features of assignment at the Network Interconnection Point:

- transfers apply to annual capacity subscriptions for a period of one (1) Month minimum, or to quarterly capacity subscriptions for a period of one (1) Month minimum, or to monthly capacity subscriptions for a duration of one (1) Month,
- and that the Period of Validity of the capacity transferred starts on the first (1<sup>st</sup>) Day of a Month and ends on the last day of a Month.
- in the case of a full transfer of annual firm capacity on the Dunkerque PIR point, the transfer applies firstly to the transferor's non-refundable Firm Capacity, then to the Releasable Capacity. No new Releasable Capacity is created following a transfer

Special features of assignment at the Transport LNG terminal Interface Point:

- the transfers apply to annual capacity subscriptions or transfers apply to intermediary Capacity subscriptions.



Special features of assignment at the Transport Storage Interface Point:

- when an exchange of capacity is made between two Shippers to the storage Operator, the Operator inform systematically GRTgaz. GRTgaz do the exchange at the Transport Storage Interface Point within five (5) Working Days according to details given by the storage Operator.

In case of any transfer carried out under the present Clause 11, the Contract shall be amended accordingly.

## CHAPTER 4 DETERMINATION OF QUANTITIES

After subscribing capacity, and if it did not transfer this capacity, the Shipper requests GRTgaz to transmit a quantity of energy on the Network on a given Day by means of Nominations. The day after the Day, GRTgaz determines the quantities that have been taken off, transmitted and delivered.

### Clause 12 Forecasts, Nominations and Schedules

The procedures for forecasting, Nominations and scheduling are specified in Appendix D 2.1 to Section D2.

### Clause 13 Determination of Quantities

#### 13.1 General case

Every Day, the Daily Quantity Taken Off or where applicable Delivered at a Network Interconnection Point, at a Transport Production Interface Point, at a Transport Storage Interface Point, at a Transport LNG Terminal Interface Point, at Title Transfer Point is equal to the Daily Quantity Scheduled by GRTgaz at this point.

Every Day, the Daily Quantity Delivered to the L-to-H Conversion Point is equal to the Daily Quantity Scheduled by GRTgaz at those points.

Every Day, the Daily Quantity Converted from L-gas to H-gas is equal to the Daily Quantity Delivered at the L-to-H Conversion Point.

Every day, the Daily Quantity Delivered to the Delivery Point of the H-gas to L-gas Swap Service is equal to last Daily Quantity Scheduled by GRTgaz at this point.



## 13.2 Provision of the values of the daily quantities taken off, transmitted and delivered

The Daily Quantities Taken Off, the Daily Quantities Delivered and the Daily Quantities Transmitted are determined in accordance with this Clause 13.

On Day D+1, the Shipper receives an estimate of each Daily Quantity Taken Off, Delivered and Transmitted 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 Quantities Taken Off, the Daily Quantities Transmitted and the Daily Quantities Delivered, modified as necessary, for each Day from the first (1<sup>st</sup>) 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 Quantities Taken Off, Transmitted and Delivered that will be used for billing purposes, by means of the publication of a definitive quantity statement for Month M.

## Clause 14 Price Supplement at Transport LNG Terminal Interface Points Montoir, Fos and Le Havre

### 14.1 Price supplement related to the daily allocation of additional daily entry capacity

For the Transport LNG Terminal Interface Points Montoir, Fos and Le Havre and for each shipper and for each Day the difference, if positive, between:

- the value of the Daily Quantity Taken Off this Day
- and the value of the Daily Entry Capacity at the Transport LNG Terminal Interface Point for this Day

shall constitute an Extra Daily Allocation of Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point.

For each Extra Daily Allocation of Daily Entry Capacity at a Transport LNG Terminal Interface Point, a Price Supplement shall be due by the Shipper, calculated as follows:

$$\text{CPASQCJE} = \text{PUACJE} \times \text{ASQCJE} \times 1/365$$

Where:

- CPASQCJE is the Price Supplement for Extra Daily allocation of Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,
- PUACJE is the Annual Unit Price of the Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,
- ASQCJE is the value of the Extra Daily Allocation of Daily Entry Capacity at the Transport LNG Terminal Interface Point.



## 14.2 Price supplement for the allocation of daily firm exit capacity

For the Transport LNG Terminal Interface Points Montoir, Fos and Le Havre, the allocation of daily firm exit Capacity by GRTgaz is subject to a Price Supplement payable by the Shipper, of which the unit amount is calculated as follows:

$$\text{CPUACR} = \text{PUACJE} \times 1/1200$$

Where:

- CPUACR is the Unit Price Supplement for allocation of Daily Exit Capacity at the relevant Transport LNG Terminal Interface Point,
- PUACJE is the Annual Unit Price of the Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,

## Clause 15 Balancing in the L-gas Area

Pursuant to the decisions of the CRE (Commission de régulation de l'énergie) of the 13 December 2018 deciding on the conditions for access to the zone supplied in low calorific gas ("L-gas"), rules regarding L Area are the following:

The Shipper user of infrastructure on L-gas area, shall comply with a balancing obligation, on a daily basis, on the L-gas Area.

The Shipper user of infrastructure on L-gas Area, undertakes to make its best efforts to ensure that for the L-gas area, the Daily Imbalance is equal to zero (0)

### 15.1 Calculating Daily Imbalance in the L-gas Area

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

the total Daily Quantities Taken off at the Entry Points attached to the L-Gas Area,

and secondly,

the total Daily Quantities Delivered at the Delivery Points attached to the L-Gas Area,

the total Daily Quantities Delivered at the Delivery Point of the H gas to L gas Swap Service

divided by one point zero zero two six (1.0026), makes up the Daily Imbalance in the L-gas Area for Day D stated as EBJB(D).

### 15.2 Price Supplement for Daily Imbalance in the L-gas Area

Daily Imbalance in the L-gas Area is subject to a penalty under the terms and conditions hereafter:

On each Day (D), Price Supplement for Daily Imbalance in the L-gas Area, if it exists, is equal to:

$$\text{CPEBJB(D)} = \text{PB} \times \text{EBJB(D)}$$



- CPEBB(D) are the amount in EUR owed by shipper to GRTgaz for the Day D ;
- EBBB(D) is the Daily Imbalance in the L-gas Area for the Day D in MWh (PCS 25°C) and defined in clause 15.1 hereinbefore ;
- PB is the Price in L-gas Area in €/MWh (PCS 25°C) and depend on the value of EBBB(D).

However, if, all or part of the Daily Imbalance in the L-gas Area, 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 making it happen, the penalty for Daily Imbalance on the L-gas Area is not due by the Shipper to the GRTgaz for the considered quantity.

However, the application of the above paragraph is limited to the Day D 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 to the next Day D+1.

GRTgaz may force nomination of the Shipper on Entry points and Delivery points of the L-gas Area in case of Daily Imbalance in the L-gas Area which could jeopardise the physical balance of the L-gas network.

It is expressly agreed that should GRTgaz provide an erroneous value for a Daily Quantity Taken off or a Daily Quantity Delivered, or should 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.

Price Supplement for Daily Imbalances such as defined above are not taken into account in the determination of the Balancing Result.

## CHAPTER 5 OBLIGATIONS AND LIMITATIONS TO GRTGAZ' OBLIGATIONS

### Clause 16 GRTgaz' obligations

GRTgaz undertakes to make available to the Shipper the subscribed capacity within the framework of the limits defined in this Chapter.

### Clause 17 Limitations on offtake, transmission and delivery obligations

#### 17.1 Limitations related to Daily Capacity

The Daily Capacity referred in this Sub-clause 17.1 is that specified in Ingrid portal, reduced, where applicable, pursuant to the terms of the Chapter entitled “Disruption in Service Continuity” in Section A or Clause 18 below.



GRTgaz is under no obligation to take off at an Entry Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Entry Capacity at that Entry Point. This restriction does not concern Transport LNG Terminal Interface Points.

GRTgaz is under no obligation to take off, or respectively to deliver at a Network Interconnection Point, Transport Storage Interface Point, Transport Production Interface Point, at any Hour, a quantity of Gas with an Energy Content in excess of one twenty-fourth (1/24<sup>th</sup>) of the Daily Entry (or respectively Exit) Capacity at that point.

GRTgaz is under no obligation to deliver to a Network Interconnection Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Exit Capacity at this Network Interconnection Point.

GRTgaz is under no obligation to deliver to a Transport Storage Interface Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Exit Capacity at that Transport Storage Interface Point.

GRTgaz is under no obligation to deliver at a Conversion Point, at any Hour, a quantity of Gas with an Energy Content in excess of one twenty-fourth (1/24<sup>th</sup>) of the Daily Exit Capacity at that point.

GRTgaz is under no obligation to deliver to the Conversion Point L to H, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Quality Conversion Capacity from L-gas to H-gas.

Prior to the Validity Start Date and after the Validity End Date for a Daily Capacity specified in Ingrid portal, the said Daily Capacity shall be deemed to be equal to zero (0).

In the case of a Day with a duration of twenty-three (23) or twenty-five (25) hours, the limits relating to Daily Capacity established in this Sub-clause 17.1 are subject to a coefficient of twenty-three/twenty-fourths (23/24<sup>th</sup>), respectively twenty-five/twenty-fourths (25/24<sup>th</sup>).

## 17.2 Limitations arising from scheduling

The limitations arising from scheduling are specified in the Sub-clause entitled “Limitations with regards to scheduling” in Section D2.

## Clause 18 Reduction or interruption in offtake, transmission or delivery

Interruptible Capacity can be reduced or interrupted temporarily by GRTgaz in accordance with the conditions specified in Appendix B.2. UBI capacity can be reduced or interrupted temporarily by GRTgaz in accordance with the conditions specified in Sub-clause 4.1.5.

Should GRTgaz apply any of the provisions stated in the above paragraph, its obligations to take off, transmit or deliver shall be reduced accordingly.





Unless otherwise expressly stipulated in the Contract, the obligations of the Shipper, particularly the balancing obligations referred to in the Sub-clause entitled "Shipper's Obligations" in Section D2, the obligations of balancing in the L-gaz Area referred in Clause 15 as well as the obligation to pay the Price, shall not be modified as a result of such implementation.

## Clause 19 Capacity Buy-Back procedure

At the points where Additional Capacity is marketing, GRTgaz may buy-back for a day or part of a day Firm Capacity under the conditions specified in Appendix B5.

## Clause 20 Bundling service

The bundling service allows shippers who have unbundle Daily Capacity on the French side of a Network Interconnexion Point, to bundle this Daily Capacity with unbundle capacity on the other side of the same Network Interconnexion Point. Where this service applies, the Daily Capacity shown on Ingrid portal is identified as bundle. The Shipper retains its rights and obligations on this capacity even if in the premise of renunciation, termination, or any reason which could lead to a non-use of the capacity at the other side of the same Network Interconnexion Point.

The Shipper may use this service provided it fulfils both the following conditions:

1. It has unbundle Daily Capacity for annual at one of the following Network Interconnection Points: Taisnières L, or Obergailbach in the Entry direction, or Virtualys in the both direction
2. It has a corresponding kind of unbundle capacity at the other side of the same Network Interconnexion Point.

Shipper must apply for the bundling service at the following address [acces-reseau-accueil@grtgaz.com](mailto:acces-reseau-accueil@grtgaz.com) before twentieth (20<sup>th</sup>) calendar day of the Month M-2 for a capacity starting the first (1<sup>st</sup>) day of the Month M. After this deadline, all bundling service requests will be rejected.

Bundling requests must be made by a duly authorised person. The request must specify at least the Network Interconnection Point concerned, the period of application and the quantity of capacity which wants to bundle.

GRTgaz confirms the processing of the bundling service by sending an email in reply to the Shipper's request made. The substitution service is considered as processed when the reply email has been sent.

The bundling service is free.



## Clause 21 Implementation of limitations, reductions, interruptions

GRTgaz may take all measures that it considers appropriate in order to avoid taking off, transmitting or delivering, on any Day or at any Hour, a quantity of Gas that does not comply with any of the limitations stated in this CHAPTER 5, without the Shipper being entitled to claim any damage on such grounds.

## CHAPTER 6 STIPULATIONS REGARDING INTERCONNECTION SYSTEMS, AND GAS CHARACTERISTICS AND PRESSURE

### Clause 22 Stipulations regarding interconnection systems

- A. GRTgaz shall establish, operate and maintain the interconnection systems related to the Transport Storage Interface Points on the basis of the Interconnection Agreements entered into with the storage Operator.
- B. GRTgaz shall establish, operate and maintain the interconnection systems related to the Network Interconnection Points on the basis of the Interconnection Agreements entered into with the Operator of the adjacent network.
- C. Delivery by GRTgaz depends on the existence of an Interconnection Agreement with the relevant Operator. The obligations of GRTgaz specified in an Interconnection Agreement are exclusively to the benefit of the Operator concerned, and do not give any rights whatsoever to the Shipper.  
GRTgaz shall be released from its delivery obligations under the terms of the Contract at any Transport Storage Interface Point and at any Network Interconnection Point in the event that the Interconnection Agreement in respect of the said Delivery Point is not concluded, is suspended or is terminated, or the Operator concerned fails to fulfil its obligations under the terms of the said Interconnection Agreement.

In the situations referred to in the preceding paragraph, the shipper's payment obligations under this Contract shall be reduced in accordance with the Sub-clause entitled "Force Majeure for GRTGaz" in Section A.



## Clause 23 Gas characteristics and pressure

### 23.1 At Entry Points

The Gas made available by the Shipper at each Entry Point must comply with the specifications, including the pressure conditions, defined in Appendix A4 to Section A for the relevant Entry Point. If, on a given Day, the Shipper makes available to GRTgaz, at any Entry Point, quantities of Gas which do not comply with the specifications stipulated in the Contract, GRTgaz shall have the right to accept or refuse to take off the said quantities.

As soon as GRTgaz, acting as Prudent and Reasonable Operator, is informed of delivery by the Shipper at the Entry Point of quantities of Gas that do not comply with the specifications defined in the first paragraph of this Sub-clause 23.1, it shall inform the Shipper thereof, and shall state whether it accepts or refuses to take off the said quantities.

If quantities of Gas that fail to comply with the specifications stipulated in the Contract have been taken off by GRTgaz acting as a Prudent and Reasonable Operator, without having been expressly accepted as such by GRTgaz in accordance with the paragraph above, the Shipper shall reimburse GRTgaz for all charges and financial consequences incurred due to this non-compliance, and particularly the penalties, compensation or other indemnities of any kind which it may be called upon to pay third parties, and the related costs incurred, as applicable, in order to bring the Gas into conformity with the specifications stipulated in the Contract, within the maximum limits referred in the Clause entitled “Liability” in Section A.

If quantities of Gas that fail to comply with the specifications stipulated in the Contract have been taken off by GRTgaz once accepted as such by GRTgaz, GRTgaz shall waive all rights to claim any indemnities whatever from the Shipper in respect thereof.

### 23.2 At Transport Storage Interface Points and Network Interconnection Points

The obligations of GRTgaz with regard to the characteristics and pressure of the Gas delivered at a Transport Storage Interface Point or at a Network Interconnection Point are defined by the Interconnection Agreement for that point.

The obligations of GRTgaz concerning the characteristics and the pressure of the Gas shall be stipulated exclusively to the benefit of the Operator under the Interconnection Agreement, and shall grant no rights of any kind to the Shipper.

GRTgaz holds the Shipper harmless from any legal action initiated by an Operator resulting from a proven failure by GRTgaz to comply with its obligations under the terms of the Interconnection Agreement relating to the said Operator.