



Connecter les énergies d'avenir

+

**AGREEMENT FOR THE BUYING  
AND SELLING OF GAS TO COVER  
GRTGAZ' LOCATIONAL PRODUCT  
REQUIREMENTS**



**GENERAL TERMS AND CONDITIONS  
VERSION 2021-1 EFFECTIVE AS OF 1<sup>ST</sup> MARCH 2021**

## Article 1 Definitions

The terms which start with a capital letter in the documents that form the Contractual framework are defined as shown below :

**Appendix:** Appendix to the General Terms and Conditions.

**Contractual Framework:** Comprises the items listed in Article 4 and refers to the contractual framework between GRTgaz and the Qualified Supplier.

**General Terms and Conditions:** The General Terms and Conditions applicable for the buying or selling of locational gas to cover GRTgaz' transmission network balancing and congestion management needs, available on GRTgaz' Website.

**Special Terms:** Special Terms applicable for the buying or selling of locational gas to cover GRTgaz' transmission network balancing and congestion management needs, a template of which is shown in Appendix 1 of the General Terms and Conditions.

**Call for Tenders:** Call for Tenders organised by GRTgaz for the purpose of buying or selling quantities of locational gas intended to cover transmission network balancing and congestion management needs.

**Qualified Supplier:** A supplier which is authorised to deliver or take off gas with regard to the locational product and under the terms of the Contractual Framework.

**Preferred Supplier:** A Qualified Supplier whose tender is selected at the outcome of a Call for Tenders.

**Gas:** Natural gas delivered by the Supplier to GRTgaz.

**Day:** Period of twenty-three (23), twenty-four (24) or twenty-five (25) consecutive Hours, starting at 6 a.m. (06:00) on a given day and ending at six a.m. (06:00) the next day. The date of the Day is the date when the Day begins.

**Locational Margin:** In a Call for Tenders, the Locational Margin is equal to the absolute value of the difference between the selected Offer Price and the Average Price.

In the event that the Qualified Supplier has been selected, for the same consultation and the same localized product, on several Offers, the Locational Margin considered as part of the penalties is, at first, the largest Locational Margin, until the Quantity of the Offer associated with this Locational Margin. Beyond that, if all the Locational Quantity in Default has not been penalized, the Locational Margin considered for the part remaining to be penalized is the second largest Locational Margin and this in a degressive way until all the Locational Quantity in Default has been penalized.

**Offer:** response to all or part of the Locational Product requirement as communicated by the Qualified Supplier as part of the Call for Tenders. The Bid must include a direction (gas delivery or take off), a Day, a quantity and a Price.

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

**Locational Platform:** Electronic trading platform, used between GRTgaz and Qualified Suppliers as part of the gas purchasing and selling operations aiming to cover GRTgaz' locational needs. This platform is operated by the firm EEX AG. Europe's clearing house ECC provides clearing services for the Locational Platform.

**Locational Point:** In a Call for Tenders, the Locational Point is a Network Interconnection Point, a Transmission Storage Interface Point, a Transmission LNG Terminal Interface point or a Consumer Delivery Point depending on the case (please refer to the definition given in the GRTgaz' Transmission Contract) at which the Locational Quantity is to be delivered or from which it is to be taken off.

**Price:** Price offered by the Qualified Supplier, for a given Bid, as part of a Call for Tenders. The Price is expressed as follows:

- In €/MWh (GCV at 25°C) (euro per Megawatt hour [Higher Calorific Value at twenty-five degrees Celsius]) (please refer to the GRTgaz' Transmission Contract for the definition of GCV at 25°C),
- To three (3) decimal places,
- And exclusive of tax.

**Average Price:** On a given Day, the Average Price is equal to the weighted average price of the transactions entered into by all the participants on the EEX gas exchange on the PEG gas exchange point. The Average Price is published on the smart.grtgaz.com website.

**Locational Product:** a product -available on the Locational Platform- which enables the delivery or take off of physical gas, under specific time and local conditions. The Qualified Suppliers may meet GRTgaz' gas delivery or take off requirements on a Day, at a Locational Point and for a Locational Quantity.

**Netted Schedule:** The netted schedule is understood to be the sum of the schedules of the Supplier in the main physical direction and in a backhaul direction from the Locational Point as the case may be.

**Reference Netted Schedule:** The Reference Netted Schedule is the latest Netted Schedule published by GRTgaz within two (2) full hours after the Transaction.

**Program:** The program is understood for a Consumer Delivery Point to be the consumption forecast supplied to GRTgaz by the aforesaid point.

**Reference Program:** The Reference Program is the latest Program received by GRTgaz before the Call for Tenders

**Daily Delivered Quantity:** please refer to the definition given in the GRTgaz' Transmission Contract.

**Locational Quantity:** Quantity of Gas, for a given Bid, expressed in MWh (GCV at 25°C), to be delivered or taken off by the Preferred Supplier at the Locational Point and on the Day.

**Locational Quantity in Default:**

In the case where the Locational Point is not a Consumer Delivery Point: At any time of the Day, the difference between the Locational Quantity and the modification of the Netted Schedule on the Locational Point. This change is calculated relatively to the Reference Netted Program.

In case the Locational Point is a Consumer Delivery Point:

Regarding the Program: At each moment of the Day, the difference between the Locational Quantity and the modification of the Program on the Locational Point.

Regarding the Daily Delivered Quantity: At each moment of the Day, the difference between the Locational Quantity and the modification of the Daily Delivered Quantity.

These changes are calculated relatively to the Reference Program.

If the change, in the direction of the Transaction, is greater than the Locational Quantity, the difference is considered to be zero.

**GRTgaz' Website:** GRTgaz Website's URL address is <http://www.grtgaz.com>.

**Tendering Process (also Transaction):** In a Call for Tenders, an agreement between GRTgaz and the Preferred Supplier who operates via the Locational Platform, materialized by one hour, on the delivery or take off of quantities of Gas corresponding to all or part of a given Bid, at a Price equivalent to the aforementioned offered Price at the Locational Point(s) asked by GRTgaz and on the terms set out in these General Terms and Conditions.

## Article 2 Preamble

### 2.1 Network Balancing

For network balancing purposes, GRTgaz needs to ensure the residual balancing of its gas portfolio.

The network imbalance reaches ad hoc proportions that GRTgaz' operations on the gas trading markets do not suffice to cover.

The European regulation No.312/2014 of 26 March 2014 on the setting up of the network Code for the balancing of the gas transmission networks (or "Balancing network code") sets priorities for the balancing actions according to which short-term physical products (locational and/or temporal) are to be preferred over balancing services.

Against this background, the CRE (Commission de Régulation de l'Energie) approved with its decision of 10 September 2015 the possibility for GRTgaz to use Locational Products.

To this end, in the event of a critical imbalance and in the absence of positive results from the first operations of GRTgaz on the gas market, GRTgaz may resort to using Locational Products to cover its needs for physical gas take off or delivery, under specific time and local conditions.

To this end, GRTgaz holds Call for Tenders as needed with Qualified Suppliers, for the purpose of covering its needs in respect to the Locational Product.

### 2.2 Network Congestion Management

Accordingly to the requirement of the article L431-3 of the Energie Code, GRTgaz has a mission of ensuring, at any moment, the security and efficiency of its network and the balance of natural gas flows while taking into account its technical constraints.

The decision of the Commission de Régulation de l'Energie of 26 October 2017 on the creation of a single gas market zone in France on 1 November 2018 provides for the possibility for the transmission system operators Teréga and GRTgaz to use the "Locational Spread" mechanism to reduce congestion in the network.

This mechanism consist, for transmission system operators, to simultaneously contract a purchase of gas downstream of the congestion and a sale of gas upstream of the congestion.

Accordingly with the decision of the Commission de Régulation de l'Energie of 24 July 2018, this "Locational Spread" mechanism is co-managed, within the framework of the Trading Region France (TRF), by transmission system operators GRTgaz and Teréga. It is usable even in case of congestion on a limit in maintenance whose restriction does not cover the 10% of extreme climatic risks.

Consequently, in case of use of the Locational Spread, GRTgaz will organize Call for Tenders with Qualified Suppliers for two Locational Products of identical volume.

## Article 3 Purpose and scope of the General Terms and Conditions

The General Terms and Conditions set out in particular the technical, commercial and legal terms under which GRTgaz purchases and sells gas in the shape of locational products to cover its own balancing or congestion management requirements.

In particular, the General Terms and Conditions describe procedures for:

- The Call for Tenders held by GRTgaz,
- The supply or take off of contractual quantities of Gas.

## Article 4 Contractual framework

The Contractual framework is a set of contractual documents, which are binding on the Parties and consist of the following documents:

- These General Terms and Conditions and the appendices,
- The Special Terms, which constitute acceptance of the General Terms and Conditions, as well as the list of GRTgaz' contacts and the details of the Preferred Supplier, as provided in Appendix 1.
- The authorization of communication of the Program of the Highly Modulated Site in case of participation of a Consumer Delivery Point, as defined in Appendix 5.

## Article 5 Locational Product – Concerned suppliers

The companies concerned are natural gas suppliers wishing to take part in the Calls for Tenders, and which have qualified to that effect.

To do this, they must meet all of the following conditions. They must:

- Possess a valid licence for the supply of natural gas issued by the Ministry of the Environment, Sustainable Development and Energy, in accordance with amended Decree 2004-250 of March 19, 2004 as amended, on the authorisation to supply gas, and
- Have signed a transmission contract with GRTgaz, directly or through a representative, for the delivery or the take-off of the contractual quantities of Gas in the event of a Call for Tenders, and
- Have signed an agreement with EEX AG and ECC for EEX Gas Spot market
- Have authorised, by way of derogation, EEX to lift the anonymity of transactions for penalty purposes.

To become Qualified to operate on the Locational Product, the Supplier must meet the the above-mentioned conditions and transfer to GRTgaz a signed copy of the Special Terms according to the template supplied in Appendix 1.

Qualification is the prior and necessary condition for the Supplier to take part in Calls for Tenders held under the present version of the General Terms and Conditions.

The Qualified Supplier must immediately inform GRTgaz if one of the four above conditions ceases to be met, even temporarily. Failure to notify GRTgaz in such a case would constitute a reason for termination of the contract on the grounds of fault as defined in Article 15.3.

The Qualified Supplier shall cease to be qualified when the General Terms and Conditions are terminated by GRTgaz and/or the Supplier under the conditions described in Article 15.

## Article 6 Call for Tenders

### 6.1 Notification by GRTgaz to the Supplier of a Call for Tenders

For each Call for Tenders, GRTgaz communicates the following information to each Qualified Supplier via email (the email template can be found in Appendix 2):

- The type of need that GRTgaz aims to cover (balancing or congestion),
- The Call for Tenders reference,
- The version of the General Terms and Conditions applicable to the Call for Tenders,
- The Offers selection range,
- The Locational Products requirement of GRTgaz, i.e.:
  - The direction (delivery or take off for GRTgaz),
  - The volume sought (as expressed in MWh/day at 25°C),
  - The network contractual point or points at which the gas volume is to be delivered or taken off.

The times corresponding to the above deadlines are provided according to French standard time.

This information may be provided by GRTgaz to entities other than Qualified Suppliers and is not subject to the provisions of Article 16.

## 6.2 Submission of the Bid by the Supplier

In response to each Call for Tenders, any Qualified Supplier may submit to GRTgaz one or several Bids on the Locational Platform until the time mentioned in the Call for Tender notification email. As the selection of Offers is made before the end of the Offers selection range, it is recommended that the Qualified Supplier communicate its Offers before the start time of the selection range mentioned in the notification email of the Consultation. Beyond this time, the Qualified Supplier is not guaranteed that its offers are taken into account.

Any Bid from the Qualified Supplier becomes firm and final as soon as it is published on the Locational Platform.

## 6.3 Tender selection procedure undertaken by GRTgaz

All Bids are automatically sorted by the Locational Platform in decreasing price order, i.e. proposals most favourable to GRTgaz being given priority. GRTgaz will retain Bids, in the most favourable price order.

GRTgaz will operate the selection of Bids according to the market rules of EEX.  
It is recommended to the Qualified Suppliers to post the entire volumes offered in their Bids.

## 6.4 Notification of the result of the Call for Tenders

GRTgaz reserves the right to communicate to other market participants, notably in the form of feedback, information relative to price, quantities, frequency and the number of Bids and Preferred Suppliers at the outcome of the Call for Tenders.

Such information will remain confidential. It shall be stated that, by way of derogation in accordance with the conditions of Clause 5 of this Contract, EEX is authorized to waive the anonymity requirements in regard to GRTgaz in the context of network balancing and in regard to GRTgaz and Teréga in the context of network congestion management, solely for the purpose of penalising the Selected supplier, if the latter is in default with regard to one of its obligations.

Pursuant to Clause 9, Paragraph 4 of the Balancing Network Code<sup>1</sup>, GRTgaz publishes, once a year, information on costs, frequency and number of uses of the Locational Products for balancing needs management.

Moreover, according to the CRE's decision of 10 September 2015, GRTgaz will communicate to the CRE detailed and named specific reports of the Call for Tenders.

# Article 7 Obligations of the Preferred Supplier

## 7.1 Using the Locational Platform

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<sup>1</sup> "Every year the transmission network operator publishes information relative to costs, frequency and number of balancing operations pursuant to the requirements laid out in Paragraph 1 and of balancing operations undertaken pursuant to Paragraph 3".

The Locational Platform is made available to Qualified Suppliers only for them to post offers to transmission system operators. Consequently, Qualified Suppliers are prohibited from attacking offers, which are only intended for the transmission system operators.

## 7.2 Disclosure of the Locational Points and Quantities by the Preferred Supplier to GRTgaz

The Preferred Supplier freely chooses the Locational Points among the points communicated by GRTgaz in the Call for Tenders notification email, as well as the distribution on these Locational Points of the total Quantity of gas of the Transaction in different Locational Quantities.

The Preferred Supplier must notify GRTgaz of the Locational Point and their Locational Quantities by email before the end of the Day of the transaction, using the template document supplied in Appendix 3.

## 7.3 In the case a Locational Point is not a Consumer Delivery Point

### 7.3.1 Obligation to schedule the Locational Quantity at the Locational Point

The Preferred Supplier must nominate the Locational Quantity at the Locational Point on either side of the interface point and at the latest before the full hour following the Transaction time in order to modify his Netted Schedule, at least up to the Locational Quantity, at the latest two hour (2h) after the full hour following the Transaction.

Every Day, GRTgaz may undertake checks to verify that this Netted Schedule constraint is complied with by the Preferred Supplier at the Locational point. It supposes in particular that the Preferred Supplier has the adequate available capacity on the Locational Point.

### 7.3.2 Obligation to restrain from modifying the Locational Point schedules in the opposite direction of the Transaction

The Preferred Supplier must refrain from modifying the Netted Locational Point Schedule at the Locational Point in the opposite direction of the Transaction from one hour (1h) after the full hour following the Transaction.

Every Day, GRTgaz may undertake ex post checks to verify that this constraint is complied with regards to the quantities scheduled by the Supplier at the Locational Point.

## 7.4 In the case the Locational Point is a Consumer Delivery Point

### 7.4.1 Obligation of Program's modification to the full extent of the Locational Quantity at the Locational Point

The Preferred Supplier must have the Program transmitted by the Consumer Delivery Point modified at least to the full extent of the Locational Quantity at the Locational Point and at the latest before the full hour following the Transaction time. The Daily Delivered Quantities must also be modified, relatively to the Reference Program, at least by the Locational Quantity on the Locational Point.

Every Day, GRTgaz may undertake checks to verify that this Program modification constraint is complied with and translated into the Daily Delivered Quantities by the Preferred Supplier at the Locational point. It supposes in particular that the Preferred Supplier has the adequate available capacity on the Locational Point.

#### 7.4.2 Obligation to restrain from modifying the Locational Point Program in the opposite direction of the Transaction

The Preferred Supplier must have the Program not modified at the Locational Point in the opposite direction of the Transaction from the hour of GRTgaz sending out the Call for Tenders notification email.

Every Day, GRTgaz may undertake ex post checks to verify that this constraint is complied with regards to the Daily Delivered Quantities by the Supplier at the Locational Point.

## Article 8 GRTgaz' obligations

GRTgaz must notify simultaneously all Qualified Suppliers by email of the organisation of a Call for Tenders according to the terms of Clause 6.1.

To guarantee a level playing field for all Suppliers, GRTgaz must comply with the selection criteria laid out in Article 6.3.

## Article 9 Penalties

Without prejudice to any damages that may result from this, and except in cases of force majeure, in the event that the Preferred Supplier would fail to meet any of its obligations according to Article 7, GRTgaz may claim, for each unfulfilled obligation, and this cumulatively and with a non-discharging effect, the following financial penalties, according to the decision of the Commission de Régulation de l'Energie n ° 2018-171 of July 24, 2018:

$$Pénalité = Marge Localisée \cdot \max_i Qd(i) + \frac{25\% \cdot |Prix_{moyen}|}{D_j} \cdot \sum_{i=Hp}^{Fin\ de\ la\ JG} Qd(i)$$

Where:

Dj: Duration of the gas day covered by the Locational Product, in hours

Hp: Time of the first control schedule, ie two (2) hours after the full hour following the Transaction.

Qd (i): Quantity in default at time i. In particular:

- If the Preferred Supplier does not notify GRTgaz of Locational Points and Locational Quantities then the Quantity in default is the entire Quantity of the Transaction.
- If the Preferred Supplier does not notify Locational Quantities whose total is equal to the Quantity of the Transaction then the Quantity in default is the part of the Quantity of the Transaction due but not communicated as Locational Quantity
- In other cases the Quantity in default is the Locational Quantity in Default as defined in Article 1.

As an indication, the mode of application of the above penalties for each case of infringement are detailed in Appendix 4.

Each penalty will be automatically enforceable and without any judicial formalities or prior notice.

The fact that GRTgaz does not claim, upon the occurrence of a breach, its right to apply the penalties, does not mean that it waives this right.

## Article 10 Billing

In the event of penalties being applied by GRTgaz pursuant to Article 9, the invoice concerned will be sent by post to the relevant recipients at the billing address of the relevant Preferred Supplier, according to the provisions of the Special Terms.

The amount billed to the Preferred Supplier concerned shall be paid to GRTgaz by bank transfer within a period of thirty (30) calendar days after the date of issue of the invoice. If the latest date specified above is a bank holiday in France, the latest date for payment will be moved to the next banking day in France.

In the event of late payment of all or part of an invoice, the outstanding sums shall bear interest at a rate, in force on the date of issue of the invoice, applied by the European Central Bank (ECB) to its refinancing operation as published by the Banque de France plus six (6) percentage points, calculated on the exact number of days elapsed between the due date of payment and the date of actual settlement, plus forty (40) euros for recovery costs pursuant to Article D. 445-1 of the French Commercial Code.

The Preferred Supplier has a period of thirty (30) calendar days from the invoice receipt date to challenge the amount. After this time, the invoice is deemed accepted.

In the event that Preferred Supplier should challenge all or part of the amount of an invoice, it must nevertheless pay the full amount of the invoice under the above-stated conditions, except in the case of an obvious error by GRTgaz.

## Article 11 Taxes and duties

The Parties shall moreover pay, as applicable to each, the taxes and duties owed by them in accordance with existing regulations.

## Article 12 Force majeure

There is case of force majeure when an event beyond the control of the debtor of the obligation, which could not be reasonably foreseen at the conclusion of the General Conditions and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation by the said debtor.

By way of exception, without the need to fulfil the conditions of Article 1218 of the French Civil Code, reductions or interruptions in transmission services acknowledged as such by the transmission system operator GRTgaz, and which prevent the Supplier from meeting its contractual obligations, shall be deemed cases of Force majeure.

The Party claiming a case of Force majeure shall be released from its obligations under the General Terms and Conditions in the cases and circumstances referred to below, for the duration and within the limits of the effects of the said cases and circumstances on the said obligations.

The Party claiming an event or circumstance to which this clause refers must notify the other Party as soon as possible, by telephone or by any means agreed between the Parties, and confirm by registered letter with acknowledgement of receipt.

The Party concerned shall take all reasonable measures to minimise the effects of the event or circumstance to which this clause refers, and shall seek to ensure that normal application of the provisions of the General Terms and Conditions resumes as quickly as possible.

During the period of interruption in its obligations, the Party concerned shall inform the other Party of the impact of the event or situation on the fulfilment of its obligations, of the measures which it intends to take in order to minimise its effects on the application of the General Terms and Conditions, of the progress in the implementation of such measures, of the estimated date for the resumption of the normal fulfilment of its contractual obligations and of the termination date of the event.

If the obligations of one of the Parties under the General Terms and Conditions are reduced or suspended in application of this clause, the other Party shall be released from its contractual obligations under the General Terms and Conditions within the limits of the proportion and duration in which the said obligations were reduced or suspended.

## Article 13 Liability

Each Party shall bear the financial consequences of civil liability under common law for all damage, of any nature whatsoever, caused to third parties or to the other Party, in the fulfilment of their respective obligations incumbent upon them under the Contractual Framework.

## Article 14 Modification of the General Terms and Conditions

The General Terms and Conditions may be modified at any time by GRTgaz.

Any modification shall result in:

- The termination of the present version of the General Terms and Conditions, on the Day of the last transaction agreed under the present version,
- The coming into force of a new version of the General Terms and Conditions, with a new version number and application date.

All Qualified Suppliers will receive minimum notice of one (1) month prior to the application of a new version of the General Terms and Conditions.

If the new General Terms and Conditions are agreed upon by the Qualified Supplier, an amendment to the Special Terms shall be signed by the Parties.

It is expressly stipulated that the application of this new version will in no way affect the undertakings already made by GRTgaz and the Supplier, in particular the Transactions already agreed under a previous version of the General Terms and Conditions, and this shall remain the case as long as all the planned deliveries and potential payments associated with Transactions under those previous versions have not taken place.

## Article 15 Termination of the General Terms and Conditions

### 15.1 Unilateral termination by the Supplier

The Supplier can terminate the General Terms and Conditions, for any reason, by registered letter with acknowledgement of receipt and with thirty day (30) notification.

The termination shall take effect on the Day of the last Transaction. It is understood that the obligations, which originated before the termination, shall remain applicable.

If this date has already passed when the Supplier makes its termination request, or if the Supplier has never agreed a Transaction with GRTgaz under the General Terms and Conditions, the termination shall take effect thirty (30) days after the date on which GRTgaz receives the termination request letter.

On this date, GRTgaz shall cease to provide information regarding the tendering of contracts to the Supplier.

### 15.2 Unilateral termination of the General Terms and Conditions by GRTgaz

GRTgaz may terminate the General Terms and Conditions, without providing a reason, for all Qualified Suppliers, by registered letter with acknowledgement of receipt allowing for thirty (30) days' notification.

This termination takes effect on the Day corresponding to the Day of the last Transaction agreed with all Qualified Suppliers under the present version of the General Terms and Conditions. It is understood that the obligations, which originated before the termination, shall remain applicable.

### 15.3 Termination of the General Terms and Conditions for failure to fulfil contractual obligations

The General Terms and Conditions can be terminated legally and without legal intervention at the initiative of one of the Parties, in the event of serious or repeated failure by the other Party to fulfil its contractual obligations as specified in the General Terms and Conditions, if the Party has failed to do its best to remedy the situation as soon as possible upon receipt of notice to remedy the said breaches, the non-defaulting Party may, without further notification and without the intervention of any court, terminate these General Terms and Conditions, without limiting its other rights and remedies under the Contractual Framework.

In particular, a serious failure by the Qualified Supplier is deemed to be:

- Failure to notify the Locational Point(s) and Locational Quantities to GRTgaz within the allowed timeframe, or to notify Locational Quantities that do not comply with commitments taken on the Locational Platform, as provided for in Article 7.2,
- Failure to schedule the Locational Quantities at the Locational Points within the given timeframe, as provided for in Article 7.3.1, or failure to have the Consumer Delivery Point modify its Program and Daily Delivered Quantity within the given timeframe, as provided for in Article 7.4.1,
- Modifying its Netted Schedule, or have the Program modified, at the Locational Point in the opposite direction of the Transaction from the date of GRTgaz sending out the Locational requirement notification email, as provided for by Article 7.3.2 and 7.4.2,
- Concealing from GRTgaz a change in the Supplier's situation, with the result that it ceases to fulfil the conditions of Article 5.
- To derogate from the provisions of Article 7.1

### 15.4 Consequences of the termination

In the event of termination of the General Terms and Conditions, irrespective of the reason, any Transaction conducted prior to the aforementioned termination shall be duly and fully executed by the Qualified Supplier under the conditions provided in the Contractual Framework. On the date of the termination of the General Terms and Conditions, no new Transaction may be agreed.

The termination or expiry of the General Terms and Conditions or of any related Transaction shall not release the parties from their obligations that might have arisen prior to the aforementioned termination and does not terminate the contractual provisions, which by their nature should survive.

## Article 16 Confidentiality

The Parties shall treat as confidential the contents of the Contractual Framework and all information to which they have access or obtain during the preparation or implementation of the Contractual framework, whatever the medium and purpose.

Information given following the tendering processes under the strict conditions described in Article 6.4 is exempt from the provisions specified in this paragraph.

The Parties shall take all necessary measures, in particular contractual measures, in relation to their employees, subcontractors and any individual person or legal entity mandated by them in the preparation or implementation of the General Terms and Conditions, to ensure that they respect the confidentiality of the information that they may thereby obtain.

The Party receiving a confidential piece of information may only use it in connection with the General Terms and Conditions and shall not communicate it to third parties without the prior written agreement of the other Party.

In particular, each Party undertakes to maintain the confidentiality of the other Party's information in the event that some of its personnel who have access to it may provide services of the same nature on behalf of companies engaged in the production or supply of gas.

The Supplier's attention is drawn to the fact that all information which, if communicated, could be of a nature to undermine the rules of free and fair competition and non-discrimination, must be kept confidential under Article L.111-77 of the Energy Code. Such information is called "commercially sensitive information". According to Article R.111-34 of the Energy Code, the Supplier accepts without reservation that GRTgaz communicates to Teréga information relating to the execution of these General Conditions strictly necessary to perform their respective missions in the framework of the co-management of the Trading Region France.

A Party receiving confidential information undertakes, from the moment of receiving it:

- To maintain the secrecy of confidential information and give it the same degree of protection and confidentiality as it gives its own information of a similar nature,
- Not to disclose confidential information and not to allow its disclosure to third parties (including any company affiliated with it) without the prior written agreement of the disclosing Party,
- Not to use confidential information for purposes other than those for which it was provided, i.e. co-operation with the other Party,
- To only communicate confidential information to its staff on a need-to-know basis, provided that they are contractually bound not to disclose it,

Each Party must immediately warn the other Party of anything that may suggest an infringement of the obligations under this clause and/or damage or a risk of damage to the confidentiality of the information it holds.

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

It is expressly agreed between the Parties that the disclosure of confidential information by one of the Parties to the other Party under these General Terms and Conditions may under no circumstances be interpreted as expressly or implicitly giving the receiving Party any right (under a licence or by any other means) to 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 that was already known to the receiving Party before the signing of the General Terms and Conditions; or
- (ii) Information that was already in the public domain at the time of its disclosure or that subsequently fell into the public domain through no fault or negligence on the part of the receiving Party; or
- (iii) Information that has been obtained in the normal course of events from other sources that are not bound by a confidentiality obligation to the Party to the Agreement that disclosed the information concerned; or
- (iv) Information that must be provided to a third party, in particular a competent regulatory authority, by force of law, a court decision or a decision issued by a competent European Union public authority, whether French or foreign.

The confidentiality obligation covered by the present clause takes effect on the date of signature of the General Terms and Conditions. It ceases three (3) years after expiry of the General Terms and Conditions, for whatever reason.

## Article 17 Language of the General Terms and Conditions

Regardless of any translation that may be made, whether signed or not, the authentic language for the legal interpretation and/or performance of the General Terms and Conditions is French.

## Article 18 Applicable law and settlement of disputes

The applicable law is French law.

The Parties shall endeavour to settle amicably any dispute arising in connection with the formation, the implementation or the interpretation of these General Terms and Conditions. Failing an amicable agreement, these disputes will be brought before the Commercial Court of Nanterre.

## Article 19 Transfer

A Party may not transfer the rights and obligations it holds under the General Terms and Conditions to a third party, including subsidiaries and affiliated companies, without the prior written agreement of the other Party.

## Article 20 Tolerance

The Parties mutually agree that the fact that a situation is tolerated by one of the Parties shall not constitute an implicit agreement to grant acquired rights to the other Party.  
In addition, such tolerance may not be interpreted as a waiver of the rights in question.

## Article 21 Duration

These General Terms and Conditions come into force on the 1<sup>st</sup> March 2021 for an undetermined time.  
Any new version of the General Terms and Conditions cancels and replaces the previous one from their effective date.

## APPENDIX 1: Special terms template

# AGREEMENT FOR THE BUYING AND SELLING OF GAS TO COVER GRTGAZ' LOCATIONAL PRODUCTS REQUIREMENTS



**SPECIAL TERMS  
VERSION 2021-1 EFFECTIVE AS OF 1<sup>st</sup> MARCH 2021**

BETWEEN

**GRTgaz**, a French company with capital of 618 592 590 euros, having its head office at 6, rue Raoul Nordling, 92 277 Bois Colombes Cedex, France, registered with the Company Registry of Nanterre under registration number 440 117 620, in the person of its duly authorised representative the commercial director,  
Hereinafter referred to as "GRTgaz",

ON THE ONE HAND,

AND

**XXXXXXX**, head office address, XXXXXX, Country, registered with the Company Registry of XXXXXX under number, XXXXXXXX, represented by XXXXXXXX, duly authorised for the present purpose as XXXXXXXX,

Hereinafter referred to as the "Qualified Supplier",

ON THE OTHER HAND,

Hereinafter referred to collectively as the "Parties" or individually as a "Party".

## Article 1 – Purpose

The Contractual Framework is a set of contractual documents, which are binding on the Parties and consist of the following documents:

- The General Terms and Conditions - Version n° 2021-1, applicable as of 1<sup>st</sup> March 2021, in connection with gas purchasing and selling operations aimed at GRTgaz' locational product
- These Special Terms
- The authorization of communication of the Program of the Highly Modulated Site in case of participation of a Consumer Delivery Point.

The words or expressions set out in this document and that have one or more capital letters have the meaning indicated in the Article "Definitions" of the General Terms and Conditions.

## **Article 2 – Acceptance of the General Terms and Conditions**

By subscribing to these Special Terms, the supplier acknowledges that it:

- Be aware of the General Terms and Conditions version n° 2021-1, as applicable as of 1<sup>st</sup> March 2021, in connection with gas purchasing and selling operations aimed at GRTgaz' locational product, have read and understood all of its terms, subscribe thereto and accept them without any reservations.

## **Article 3 – Operational contacts**

For application of the Contractual Framework, the Parties' contacts are specified in Appendix 1 of the Special Terms.

These contacts are shared with Teréga as part of the joint management of the Locational Spread mechanism.

## Article 4 – Duration

The Special Terms shall take effect on [date of signature of the Special Terms].

In ..... in duplicate originals

Made on the .....[date mandatory].....

<i>On behalf of the Qualified Supplier</i> [NAME and first name of signatory]	<i>On behalf of GRTgaz</i> [NAME and first name of signatory]
<b>Corporate Stamp (*)</b>	<b>Corporate Stamp (*)</b>

(\*) The corporate stamp of the signatory companies is mandatory.



## **SPECIAL TERMS APPENDIX 1**

### **Operational representatives of GRTgaz:**

**Dispatching (24/7):**

[dispatching@grtgaz.com](mailto:dispatching@grtgaz.com)

Tel. number: 33(0)1 55 66 44 03

**Marketing & Sales Division (Open hours):**

[transmission-ops@grtgaz.com](mailto:transmission-ops@grtgaz.com)

### **Commercial representative of GRTgaz:**

**Marketing & Sales Division (Open hours):**

[acces-reseau-accueil@grtgaz.com](mailto:acces-reseau-accueil@grtgaz.com)

**Operational representatives of the Supplier: (name, email address and telephone number)**

**Commercial representatives of the Supplier: (name, email address and telephone number)**

**Billing support representatives of the Supplier: (name and postal address)**

## APPENDIX 2: Email template document for the notification by GRTgaz of a Call for Tenders

### For Network Balancing

From: [dispatching@grtgaz.com](mailto:dispatching@grtgaz.com)  
 To: List of Qualified Suppliers

In reference to: Call for Tenders on the Locational Product by GRTgaz - Balancing – Call for Tenders no. [XXXXX]

Call for Tenders: [XXXXX]  
 General Terms and Conditions: version 2021-1 of 1<sup>st</sup> March 2021

Dear Sir/Madam,

We hereby inform you of GRTgaz' requirements to use a locational product on [day's date] under following conditions:

- Bid selection criteria: from XXh30 to XXh40
- Reference Scheduling: XXh+2h
- Demanded specifications:

Direction for GRTgaz	Buying	Selling
EEX product	[0 or 1 product: GRTgaz – TERÉGA PEG]	[0 or 1 product: GRTgaz – TERÉGA PEG]
Volume sought	[xxx] MWh/d at 25°c	[xxx] MWh/d at 25°c
Contractual points sought	[*]	[*]

\*1 or several GRTgaz contractual point(s):  
 PIR: Dunkerque, Virtualys, Alveringem, Obergailbach, Oltingue,  
 PITTM: Dunkerque GNL, Montoir, Fos  
 PITS: Nord-Ouest, Nord-Atlantique, Nord-Est, Sud-Atlantique, Sud-Est  
 PLC: Blayet, Blénod, Martigues, Bouchain, Gennevilliers, Combigolfe, SPEM Montoir, Cycofos, DK6, Pont-Sur-Sambre, Montereau, Toul, Saint-Avoid

You can take part in this Call for Tenders via the EEX Platform dedicated to locational products.

GRTgaz will make the selection of the Offers according to EEX market rules.

As a reminder, in the framework of this Consultation, the selected Suppliers are required to:

- ✓ to nominate the right quantity including their selected offer before the full hour after the consultation.

- ✓ to notify by email to GRTgaz to the address [dispatching@grtgaz.com](mailto:dispatching@grtgaz.com) by inserting the excel file made available in this e-mail renamed with your contract code and duly completed (contract code, meaning for the GRT, quantity for each PCR concerned) by the end of the gas day.

Best regards,

## For Network Congestion Management

From : [infovigilance@grtgazterega.fr](mailto:infovigilance@grtgazterega.fr)

To : liste des Fournisseurs Qualifiés

**Object** : Appel au produit localisé par GRTgaz et Teréga - Congestion - Consultation n°xxxx-xx-xxx / Call for Tenders on the Locational product by GRTgaz and Teréga - Congestion - Call for tenders no. xxx-xx-xxx

Call for Tenders: XXXX-XX-XXX

General Terms and Conditions - Version 2021-1 of 1<sup>st</sup> March 2021

Dear Sir/Madam,

We hereby inform you of GRTgaz and Teréga's requirement to use a locational product on [day's date] under the following conditions

- Bid selection criteria : from XXh30 to XXh40
- Reference Scheduling : XXh+2h
- Demanded specifications:

Direction for GRTgaz	Buying	Selling
EEX product	GRTgaz –Teréga PEG Downstream	GRTgaz – Teréga PEG
Volume sought	A range of the need in MWh/d at 25°C	
Network limit(s) reached	xxx	
Contractual points sought	[*]	[*]

\*1 or several GRTgaz and/or Teréga contractual point(s) :

PIR: Dunkerque, Virtualys, Alveringem, Obergailbach, Oltingue, Pirineos

PITM: Dunkerque GNL, Montoir, Fos

PITS: Nord-Ouest, Nord-Atlantique, Nord-Est, Sud-Atlantique, Sud-Est, Lussagnet

PLC: Blayet, Blénod, Martigues, Bouchain, Gennevilliers, Combigolfe, SPEM Montoir, Cycfos, DK6, Pont-Sur-Sambre, Montereau, Toul, Saint-Avoid

You can take part in this Call for Tenders via the EEX platform dedicated to locational products.

GRTgaz and Teréga will select the offers according to EEX market rules.

It is recommended to the Qualified Suppliers to post the entire volumes offered in their Bids.

As a reminder, in the context of this Call of Tenders, Preferred Suppliers must :

- ✓ change their requested quantities, to reflect their selected offer(s), before the full hour after the Call of Tenders
- ✓ notify GRTgaz and Teréga by email to the following generic address [infovigilance@grtgazterega.fr](mailto:infovigilance@grtgazterega.fr) by inserting the excel file made available in this e-mail renamed with your contract code and duly completed (contract code, direction for the TSOs, quantity for each PCR) by the end of the gas day.

Please find attached a reminder about the process sequence.

*Emails received at this address will be processed automatically and will not be returned. For any questions, please contact your usual contacts directly.*

Best regards,

## APPENDIX 3: Email template document for notification of the Locational Point by the preferred supplier

The Preferred Supplier must notify GRTgaz (and Teréga in case of congestion) by responding to the Call for Tenders email. He must attach the attachment of the Call for Tenders email with the following template:

Name of the attachment : **ContractCode\_Conultation\_SL\_date.xlsx**

Conditions Générales : version 2018-1 du 1 novembre 2018

Vérification/Check

OK

Bonjour / Hello,

Nous avons été sélectionnés par GRTgaz et Teréga dans le cadre de leur Consultation pour le produit localisé / We've been selected by GRTgaz and Teréga in the context of their consultation for the locational product.

Nous vous notifiions par le présent courriel les caractéristiques suivantes de la transaction / We hereby notify you of the following features of the transaction:

Sens pour les GRT / Direction for TSOs	Achat (MWh/j 25°C) / Buy (MWh/d 25°C)	Vente (MWh/j 25°C) / Sell (MWh/d 25°C)
Volume de la transaction / Volume of the transaction	1000	300

Ces quantités seront nominées sur le(s) point(s) localisé(s) suivant(s) / These quantities will be nominated on the following locational point(s):

Code contrat / Contract code	Sens pour les GRT / Direction for TSOs	Type de point contractuel / Contractual point type	Libellé du point contractuel / contractual point name	Point contractuel / Contractual point	Quantité (MWh/j 25°C) / Quantity (MWh/d 25°C)
ACH0001	Vente des GRT / Sell from TSOs	PIR	DUNKERQUE	IR0006	200
		PIR	OBERGAILBACH	IR0010	
ACH0001	Vente des GRT / Sell from TSOs	PIR	OLTINGUE	IR0011	100
		PIR	VIRTUALYS	IR0060	
ACH0001	Achat des GRT / Buy from TSOs	PITT	PIRINEOS	PITTE-PIRINEOS	1000
		PITT	PIRINEOS	PITTL-PIRINEOS	
		PITS	LUSSAGNET	PITSE	
		PITS	LUSSAGNET	PITSL	
		PITS	CENTRE ATLANTIQUE	PS000CA	
		PITS	NORD-OUEST	PS000NA	
		PITS	NORD-EST	PS000NB	
		PITS	NORD-ATLANTIQUE	PS000NC	
		PITS	SUD-EST	PS000SA	
		PITS	SUD-ATLANTIQUE	PS000SC	
-	-	PITTM	FOS TONKIN	IT0001	-
-	-	PITTM	FOS CAVAOU	IT0003	-
-	-	PITTM	MONTOIR	IT0002	-
-	-	PITTM	DUNKERQUE GNL	IT0004	-
-	-	PLCd	Bayet	LI1020	-
-	-	PLCd	Blénod	LI1022	-
-	-	PLCd	Martigues	LI1021	-
-	-	PLCd	Bouchain	LI1038	-
-	-	PLCd	Gennevillier	LI0545	-
-	-	PLCd	Combigoiffe	LI1016	-
-	-	PLCd	SPEM Montoir	LI1017	-
-	-	PLCd	Cycofos	LI1010	-
-	-	PLCd	DK6	LI0733	-
-	-	PLCd	Pont-Sur-Sambre	LI1009	-
-	-	PLCd	Montereau	LI1024	-
-	-	PLCd	Toul	LI1029	-
-	-	PLCd	Saint-Avold	LI1012	-

## APPENDIX 4 : Terms of application of the penalties

For the purposes of applying the penalties provided for in Article 9, the calculation for cases of non-compliance with the obligations of the Preferred Supplier, for information purposes, is as follows:

- A) In the event that the Preferred Supplier would fail to meet its obligation to specify the Locational Point(s) within the possibilities proposed by GRTgaz in the Call for Tenders, or the Locational Quantities by email within the given timeframe :

$$Penalty = (Locational\ Margin + 25\% \cdot |Average\ Price|) \cdot Qd$$

With Qd : The total Quantity of the Transaction

- B) In the event that the Preferred Supplier would fail to meet its obligation to specify, by email, Locational Quantities whose total is equal to the Quantity of the Transaction :

$$Penalty = (Locational\ Margin + 25\% \cdot |Average\ Price|) \cdot Qd$$

With Qd : The share of the Quantity of the Transaction due but not reported as Locational Quantity

- C) In the event that the Preferred Supplier would fail to meet its obligation to modify its Netted Schedule within the given timeframe, at least up to the Locational Quantity on the Locational Point :

$$Penalty = Locational\ Margin \cdot Qd + \frac{Dr \cdot 25\% \cdot |Average\ Price|}{Dj} \cdot Qd$$

With :

Dj : Duration of the gas day covered by the Locational Product, in hours

Dr : Duration of the delay, in hours

Qd : Locational Quantity in Default

- D) In the event that the Preferred Supplier would fail to meet its obligation not to modify its Netted Schedule in the opposite direction to the Transaction :

$$Penalty = Locational\ Margin \cdot Qd + \frac{Dr \cdot 25\% \cdot |Average\ Price|}{Dj} \cdot Qd$$

With :

Dj : Duration of the gas day covered by the Locational Product, in hours

Dr : Number of hours on which the sender has changed its Schedule in the opposite direction to the Transaction

Qd : Locational Quantity in Default

- E) In the event that the Preferred Supplier would fail to meet its obligation to have the program of the Consumer Delivery Point being modified, within the given timeframe, at least up to the Locational Quantity on the Locational Point :

$$Penalty = Locational\ Margin \cdot Qd + \frac{Dr \cdot 25\% \cdot |Average\ Price|}{Dj} \cdot Qd$$

With :

Dj : Duration of the gas day covered by the Locational Product, in hours

Dr : Duration of the delay, in hours

Qd : Locational Quantity in Default

- F) In the event that the Preferred Supplier would fail to meet its obligation to reflect the modification of Program in the Daily Quantities Delivered, at least up to the Locational Quantity:

$$Penalty = (Locational\ Margin + 25\% \cdot |Average\ Price|) \cdot Qd$$

Avec :

Qd : Locational Quantity in Default

- G) In the event that the Preferred Supplier would fail to meet its obligation not to have the program modified in the opposite direction to the Transaction:

$$Penalty = Locational\ Margin \cdot Qd + \frac{Dr \cdot 25\% \cdot |Average\ Price|}{Dj} \cdot Qd$$

With :

Dj : Duration of the gas day covered by the Locational Product, in hours

Dr : Number of hours on which the sender has changed its program in the opposite direction to the

Transaction

Qd : Locational Quantity in Default

## **APPENDIX 5 : Aauthorization of communication of the Program of the Highly Modulated Site**

## Autorisation de communication du Programme du Site Fortement Modulé

Conformément aux stipulations de l'article 9 des Conditions Générales du Contrat de Flexibilité Intra-Journalière (ci-après le Contrat), conclu le xx.xx.xxxx par xxxx (ci-après le Client) et GRTgaz, (ci-après dénommées individuellement la Partie et conjointement les Parties), chaque Partie s'engage à tenir confidentielle vis-à-vis de tout tiers toute information concernant l'autre Partie, et notamment son activité, recueillie à l'occasion de la préparation ou de l'exécution du Contrat, sauf convention contraire expresse entre les Parties.

Entendu que la présente Autorisation de communication constitue une convention expresse telle que visée au paragraphe précédent, et en application de l'article R.111-32, al.2, du Code de l'énergie, le Client autorise GRTgaz à communiquer tout Programme du Site Fortement Modulé (ci-après Programme) déclaré à GRTgaz au titre de l'article 2 des Modalités opérationnelles du Contrat, à la personne ayant souscrit des Capacités Journalières de Livraison et des Capacités Horaires de Livraison pour la livraison en gaz naturel du Site Fortement Modulé appartenant au Client conformément à l'obligation de celui-ci au titre de l'article 2.1.2 des Conditions Générales du Contrat.

GRTgaz s'engage à ne communiquer le Programme conformément au paragraphe précédent que dans la mesure où cela est nécessaire pour la mise en œuvre d'un Accord pour les achats et ventes de gaz réalisés sous forme de produit localisé conclu avec la personne ayant souscrit des Capacités Journalières de Livraison et des Capacités Horaires de Livraison pour la livraison en gaz naturel du Site Fortement Modulé appartenant au Client conformément à l'obligation de celui-ci au titre de l'article 2.1.2 des Conditions Générales du présent contrat.

GRTgaz s'engage en outre à s'abstenir de toute communication du Programme au cas où celle-ci contreviendrait aux règles d'une concurrence loyale.

**Pour xxxx, (Nom, Fonction)**

A

Le

**Pour GRTgaz, (Nom, Fonction)**

A

Le