



**CODE OPERATIONNEL DE RESEAU
TRANSMISSION**



**PART B3.3
BUY-BACK PROCEDURE**

Disclaimer

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Article 1 Part constitution, amendments and changes

The present part forms integral part of the Contract which is part of the appendices of Sections A B C D1 and D2 of the Contract since applicable to the title of the Contract.

All the Contract stipulations apply mutatis mutandis to the present part.

In accordance with article 2 of the Contract, the Shipper commits himself becoming acquainted with any evolution or update of this posterior part at the date of signature of the Contract, notified by GRTgaz.

1.1 Amendments following legislative and regulatory changes of the legal framework

The stipulations of article "Amendments following legislative and regulatory changes" Section A of the Contract apply mutatis mutandis in the case of new legislative or regulatory provisions from any competent authority that may apply directly or indirectly to this part or a decision of the Energy Regulatory Commission under the article L 134-2 of the energy Code or a final decision of the CoRDIS under the articles L 134-19 to 24 of the energy Code, would come into effect after the Contract signature.

1.2 Other changes

The stipulations of article "Other changes" Section A of the Contract apply mutatis mutandis in the case of GRTgaz should amend the Contract for reasons other than those referred to in sub-clause 1.1 above.

Article 2 Buy-Back procedure

On Network Interconnection Point where Additional Capacities are proposed, GRTgaz can implement at any time after making a simplified market-based procedure a buy back procedure for Firm Daily Capacity for the current day or for next day, according the deliberation of the French Energy Regulatory Commission (CRE) of 27th June 2013 deciding on the rules for the implementation of the Annex I to Regulation (EC) n° 715/2009 on the Congestion Management Procedures.

GRTgaz shall inform the Shipper by email of the quantity of capacity bought back for Day D for the Network Interconnection Point concerned and the buy-back price for this firm capacity.

The Initial Operational Capacity for Day D for the Network Interconnection Point concerned is available on the Ingrid portal.