

I. INTRADAY FLEXIBILITY CONTRACT

CUSTOMER:
SITE:.....(.....)
REF.: REG.CLIE.SITE.FIJ.XX



The undersigned:

GRTgaz, a Public Limited Company with capital of 537,100,000 Euros, having its head office at 6, rue Raoul Nordling 92270 Bois-Colombes, France, registered under number 440 117 620 RCS Nanterre, represented by Mrs Catherine BRUN in his capacity as Sales Director, duly authorised for this purpose,

hereinafter referred to as GRTgaz,

on the one hand,

and

....., a company with capital of Euros, having its registered office at, registered with the French Company Register at under number, represented by Mrs/Mr, in her/his capacity as, duly authorised for this purpose, [WHERE APPLICABLE: acting on behalf of].

hereinafter referred to as the Customer,

on the other hand,

hereinafter referred to individually as the “Party” and jointly as the “Parties”,

have agreed as follows:

Article 1 Preamble

GRTgaz operates a system of natural gas transmission pipelines across France,

In application of Article L431-3 of Code de l'énergie, GRTgaz is responsible for “maintaining the safety and efficiency of its network and the balance of natural gas flows at all times, having regard to the technical constraints affecting it. It is responsible for ensuring the availability and implementation of the services and reserves needed for the operation of the system.”

The Code de l'énergie explains that natural gas stocks allows in priority balancing and operations of networks connected to underground natural gas storages. GRTgaz makes optimum use of available intraday flexibility resources in order to maintain the balance of the system over the day.

Therefore, providing network users with intraday flexibility is one of the missions of GRTgaz.

In the [ruling of October 28, 2010](#) proposing to change the tariffs for use of the natural gas transmission systems, accepted by the French Minister of industry, energy and digital economy, the French Energy Regulatory Commission specified that “any user presenting a modulated volume in excess of 0.8 (zero point eight) GWh/day must subscribe for a specific intraday flexibility service, whatever its gas usage”.

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In the ruling of January 29th, 2014 proposing to change the tariffs for use of the natural gas transmission systems, the French Energy Regulatory Commission specified the intraday flexibility price is null.

Once its site begins industrial operation, the Customer is eligible for the specific intraday flexibility service. Consequently, the Customer, as a Highly Modulated Site, and GRTgaz, has signed this Contract defining the procedures for implementing the specific intraday flexibility service.

Article 2 Purpose

The purpose of the Contract is to determine the terms and conditions under which GRTgaz delivers to the Customer's Highly Modulated Site, for each Hour H on Day D, the quantities of natural gas that match the Customer's offtakes on that Highly Modulated Site.

Article 3 Contractual documents

The Contract consists of this and the following documents, available on the website www.grtgaz.com:

- The General Terms and Conditions;
- The following documents:
 - I. Definitions of the terms used;
 - II. Operational conditions;
 - III. Input syntax and format for the IS and e-mail messages;

The latter documents are included in the section on "Intraday Flexibility" in GRTgaz's Operational Network Code (CORE).

These documents constitute an indivisible whole. In the event of a discrepancy or difference of interpretation in the provisions of the different documents constituting the Contract, the order of priority is as set out in the list above.

The Contract constitutes all the undertakings made by the Parties. It annuls and replaces any previous agreement and negotiation between the parties on the same subject, whether written or verbal.

Words and expressions appearing in uppercase in the Contract have the meaning specified in the ad hoc document available in the CORE.

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Article 4 Details of the Highly Modulated Site concerned

Name	
Address	
Postcode – City	
SIRET	
Operational code (LI) [Industrial Site/Consumer Delivery Point]	

Article 5 Details of contact personnel

5.1 Details of operational contacts

5.1.1 For GRTgaz

	Correspondent
Entity	DISPATCHING NATIONAL
E-mail	contact-CCG@grtgaz.com
Telephone	+33 1 55 66 44 03
Fax (emergency only)	+33 1 46 35 67 80

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5.1.2 For the Customer

	Main correspondent	Correspondent #2
First name NAME		
Entity		
E-mail		
Telephone		
Fax (emergency only)		

5.2 Details of sales contacts

5.2.1 For GRTgaz

	Main correspondent	Correspondent #2
First name NAME		
Entity		
E-mail		
Telephone		
Fax (emergency only)		

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5.2.2 For the Customer

	Main correspondent	Correspondent #2
First name NAME		
Entity		
E-mail		
Telephone		
Fax (emergency only)		

Signed at Bois-Colombes in duplicate, one original copy going to each Party

On

For GRTgaz Mrs/Mr	For the Customer Mrs/Mr
Company stamp (*)	Company stamp (*)

(*) stamp of signatory companies (compulsory).

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