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## GRTGAZ NETWORK TRANSMISSION CONTRACT



### SECTION C DOWNSTREAM NETWORK Version applicable as of 1<sup>st</sup> January 2024

## Summary

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## Clause 1 Scope of Section C

The Downstream Network consists of the following points:

- Consumer Delivery Points (PLC),
- Regional Network Interconnection Points (PIRR),
- Transport Distribution Interface Points (PITD),
- Exit Zones (ZS),
- Transport Biomethane Interface Points (PITB).

### 1.1 Scope

This Section C sets out the rights and obligations associated with the marketing of capacity, the transfer of rights-of-use for such capacity and the determination of quantities on the Downstream Network.

Under the provisions of Section C, GRTgaz offers the Shipper several types of capacity on the Downstream Network, available in different time frames.

The Shipper has access to such capacity based on subscriptions. Such capacity can be modified on the initiative of the Shipper or GRTgaz, subject to the terms and conditions set out in this Section C.

If the Shipper is also a Recipient, it may transfer the right-of-use for Daily Delivery Capacity, Transmission Capacity on the Regional Network and Exit Capacity on the Main Network or Entry Capacities that are associated with its own PLC or Transport Biomethane Interface Points, in accordance with the provisions of this Section C. In this case, the Shipper is responsible for having the explicit agreement of any other potential Recipients at the (each of the) relevant PLC.

### 1.2 Reservations

The Shipper acknowledges that, should it wish to make use of Downstream 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 Downstream Network capacity, the transferee of the Shipper's capacity must sign a transmission contract that includes Section D2 with GRTgaz.



## CHAPTER 1 CAPACITY

### Clause 2 Capacity

On the Downstream Network, GRTgaz markets the following capacity:

- Daily Capacity in MWh/d (GCV):
  - Delivery Capacity :
    - at Consumer Delivery Points (PLC) and the Regional Network Interconnection Points (PIRR)
    - at Transport Distribution Interface Points (PITD)
  - Transmission Capacity on the Regional Network,
  - Exit Capacity from the Main Network
  - Entry at Transport Biomethane Interface Points (PITB)
- Hourly Capacity in MWh/h (GCV) :
  - Delivery Capacity:
    - at Consumer Delivery Points (PLC)
  - Transmission Capacity on the Regional Network

## CHAPTER 2 MARKETING OF CAPACITY

Delivery capacity at PLC and at PIRR, Transmission Capacity on the Regional Network and Exit Capacity on the Main Network, Entry capacities at PITB are all reserved via Reservation requests submitted to GRTgaz by the Shipper through Ingrid portal. The marketing process is described in Clause 3 below.

Firm Delivery Capacity at PITD is allocated automatically by GRTgaz. This capacity is calculated by GRTgaz on the basis of data provided by the Operator of the public gas distribution network. The method to calculate the delivery capacity is standardised and published. The procedure to allocate capacity automatically is described in Clause 5 below.



## Clause 3 Marketing of capacity

### 3.1 General rules

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

| Annual subscriptions                          |                        |
|---|------------------------|
| Delivery Capacity                             | Firm and Interruptible |
| Transmission Capacity on the Regional Network | Firm and Interruptible |
| Exit Capacity on the Main Network             | Firm and Interruptible |
| Entry Capacity on the PITB                    | Firm                   |
| Monthly subscriptions                         |                        |
| Delivery Capacity                             | Firm                   |
| Transmission Capacity on the Regional Network | Firm                   |
| Exit Capacity on the Main Network             | Firm                   |
| Daily subscriptions                           |                        |
| Delivery Capacity                             | Firm and Interruptible |
| Transmission Capacity on the Regional Network | Firm and Interruptible |
| Exit Capacity on the Main Network             | Firm and Interruptible |

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

GRTgaz markets Firm Capacity first, then Interruptible Capacity.

### 3.2 Common provisions for capacity reservations

The Validity Start Date and the Validity End Date for each Daily and Hourly Capacity is specified in Ingrid portal.

Any change by the Shipper in a Daily or Hourly Capacity or a Period of Validity of a Daily or Hourly Capacity shall be the subject of an amendment to the Contract. Under no circumstances can the acceptance by GRTgaz of a change in Daily or Hourly Capacity automatically trigger any change in the duration of the Contract.

GRTgaz undertakes to process a Shipper's Reservation request within seven (7) Working Days following receipt of the request, provided that such request complies with the provisions set out in the Clause entitled "Common terms and conditions for capacity and Auxiliary Services Reservations" in Section A.

All Reservation requests are binding on the Shipper. Once allocated, capacity may not be waived.



## Clause 4 Consumer Delivery Points, Transport Biomethane Interface Points and Regional Network Interconnection Points (PIRR)

### 4.1 Delivery capacity subscriptions

#### A. Daily Delivery Capacity subscriptions at PLC

For each PLC, Daily and Hourly Delivery Capacity is allocated to the Shipper designated by the Recipient(s), provided that this capacity is available.

#### B. Daily Delivery Capacity subscriptions at PIRR

Daily Delivery Capacity at PIRR is allocated to the Shipper requesting it, provided that it can justify holding a gas sale contract or transmission contract with the relevant Operator of the adjacent network, and provided that this capacity is available at this point.

For the specific case of the PIRR Savoie and Jura, to ensure consistency with the adjacent transmission network, GRTgaz allocates Daily Delivery Capacity to the Shipper requesting it, provided that it can justify holding a transmission contract with the relevant Operator of the adjacent network or a gas sale contract with another shipper which has transmission rights on the relevant Operator adjacent network, and provided that this capacity is available at this point.

Daily Delivery Capacity at the PIRR Savoie and Jura allocated by GRTgaz is strictly equal in quantity and duration to the capacity allocated by the Operator of the adjacent network.

#### C. Subscription conditions

The Shipper subscribes Daily and Hourly Delivery Capacity at PLC and Daily Delivery Capacity at PIRR with GRTgaz:

- for annual subscriptions, over one (1) or several annual “bands” (uniform capacity), starting on the first (1<sup>st</sup>) calendar Day of any Month, and at the latest the twentieth (20<sup>th</sup>) calendar day of month M-1,
- for monthly subscriptions in Month M, no later than the twentieth (20<sup>th</sup>) calendar day of month M-1,
- for daily subscriptions, with a period notice greater than seven (7) calendar days.

Should a Shipper be definitively replaced by another shipper for the supply of a (one of the) Recipient(s) at a PLC, the Parties agree to reduce the Daily or Hourly Delivery Capacity, Daily Transmission Capacity on the Regional Network and Daily Exit Capacity on the Main Network related to that point as specified in Ingrid portal in the same proportions.

On a given PLC, the Daily and Hourly Delivery Capacity can only be allocated to a single shipper, designated by the Recipient or the Recipients depending on the circumstances, provided such capacity is available.

Should a Shipper be partially or totally replaced by another shipper for the supply of a Recipient at a PIRR, the Parties agree to reduce Daily or Hourly Delivery Capacity, related to that point as specified in Ingrid portal in the same proportions.

#### D. Extension of annual subscriptions

Annual subscriptions of Daily and Hourly Delivery Capacity can be extended, without changing the level, at the annual tariff, during one (1) or more Months beyond the standard duration of twelve (12) months, in order to allow consumers to modify the anniversary start





date of their supply contract. Similarly, annual subscriptions may cover periods of less than twelve (12) Months to fit in with the period of a supply contract with the supplier.

**E. Subscription changes on a PLC**

Changes to annual subscriptions on a PLC begin on the first (1<sup>st</sup>) Day of a Month and are requested no later than the twentieth (20<sup>th</sup>) calendar day of month M-1.

**F. Continuity rule on a PLC**

GRTgaz may accept an increase (or respectively, a reduction) in annually subscribed Daily or Hourly Delivery Capacity for the remaining period of validity of the said capacity, if the reason for this increase (or respectively, reduction) is a lasting increase (or respectively, reduction) in the above-mentioned Daily or Hourly Capacity necessary to supply the Recipient at a PLC. In the event of a reduction in Daily or Hourly Capacity, the said reduction shall result from the Recipient's definitive termination of use of the gas consumption installation.

Therefore, an annual subscription of Daily or Hourly Delivery Capacity can be modified upwards, (respectively, downwards) only if it has not been revised downwards (respectively, upwards) for one (1) full year before the intended modification date. These limitations do not affect monthly and daily capacity subscriptions. They also apply in the event of a change of shipper for the relevant point.

**G. Continuity rule for a new PLC**

As an exception to the provisions set out in point F above, in the first year following the first day of the Daily or Hourly Delivery Capacity subscription for a new PLC, the annual subscription for Daily or Hourly Capacity can be modified upwards or downwards each month in each of the three (3) months following the first day of Daily or Hourly Delivery Capacity subscription, then adjusted upwards (respectively, downwards) in each of the following nine (9) months, and finally fixed at the end of twelve (12) months without regard to prior changes.

**H. Daily and Hourly Capacity subscription in case of overrun**

As an exception to the provisions of point C above, if a Daily or Hourly Delivery Capacity Overrun is recorded during Month M-1, the Shipper may, up to the twentieth (20<sup>th</sup>) calendar day of month M, request an increase in the annual subscription in question, beginning on the first (1<sup>st</sup>) Day of Month M-1, subject to compliance with the provisions of point F above.

As an exception to the provisions of point C above, if a Daily Delivery Capacity Overrun is recorded during Month M-1, the Shipper may, up to the twentieth (20<sup>th</sup>) calendar day of month M, request an increase in the annual subscription in question, beginning on the first (1<sup>st</sup>) Day of Month M-13 in application of the continuity rules defined in point F above, with no impact on Daily or Hourly Overruns for months prior to M-1.



This limitation continues to apply in the event of a change of shipper at the point concerned.

**I. Interruptible Capacity allocation**

For any PLC and for any PIRR, the Shipper has the option of subscribing annual Interruptible Capacity, provided all Firm Capacity has been sold at that point. GRTgaz can also require interruptibility at this point when the capacity requested by the Shipper cannot be allocated. In case of a decrease of the annual Capacity's subscription on a PLC or on a PIRR, the decrease of the subscription of annual Capacity will be firstly made on Interruptible Capacity.

**J. Daily capacity subscriptions**

Daily capacity subscriptions are intended to meet a Recipient's exceptional short-term need.

**K. Hourly Capacity allocation**

At PLC, any annual, monthly or daily subscription for Daily Delivery Capacity gives the right to an Hourly Delivery Capacity equal to one twentieth (1/20<sup>th</sup>) of the corresponding Daily Delivery Capacity, unless such Hourly Delivery Capacity is not available at that point.

In case where the Hourly Delivery Capacity automatically allocated won't be enough, the Shipper can subscribe additional Hourly Capacity.

The total amount of Hourly Delivery Capacity cannot exceed the amount of Daily Delivery Capacity that has been subscribed.

## 4.2 Subscriptions for transmission capacity on the Regional Network

Whatever the time frames (annual, monthly or daily), the Shipper is assigned Firm (respectively Interruptible) Transmission Capacity on the Regional Network equal, for each PLC and for each PIRR, to the Firm (respectively Interruptible) Delivery Capacity at that point, as defined above in Sub-clause 4.1.

The provisions of Sub-clause 4.1 above concerning Firm (respectively Interruptible) Delivery Capacity apply identically to Firm (respectively Interruptible) Transmission Capacity on the Regional Network.

## 4.3 Subscriptions for Exit Capacity on the Main Network

For each Delivery Point for which the Shipper has subscribed for Delivery Capacity as allocated according to the provisions of Sub-clause 4.1 above, be it on an annual, monthly or daily basis, the Shipper is assigned to Firm, respectively Interruptible, Exit Capacity on the Main Network equal to the Firm Delivery Capacity and respectively equal to the Interruptible Delivery Capacity.

## 4.4 Specific case of the Short Notice Daily Capacity Subscription

GRTgaz also offers Shippers an optional Daily or Hourly Capacity subscription service at short notice which is applicable only on the PLC for which Shipper subscribed Delivery Capacity.

The short notice Daily Capacity service is subscribed by the Shipper, for each Consumer Delivery Point for which the Shipper wishes to benefit from the service, for one (1) year. It starts the 1st of Month.



The price of the service is two thousand euros (EUR2,000) per year and per Consumer Delivery Point and involves a single payment upon reservation of the service.

For PLC for which the service was subscribed, GRTgaz commits to reply to each Daily or Hourly Capacity subscription request received before two pm (2:00pm) on day D to take effect on day D at six o'clock (6:00 am).

The price applicable to the requests made before nine o'clock (9:00 am) the second business day preceding the Day D considered by the request (9:00 D-2) is the price referenced in the Sub-clause 8.1 of the section A of the present Contract.

For a daily request for Daily Capacity that arrives after six a.m. (06:00 a.m.) on the Day D considered by the request, regardless of the time at which the request arrived, the resulting Hourly Capacity is equal to one-twentieth (1/20th) of the corresponding Daily Capacity, and takes effect from six a.m. (06:00 a.m.).

The price applicable, as stated before, is raised by 20% for the requests made after nine a.m. (9:00 am) the second business day preceding the Day D considered by the request and before 8:00 p.m. (8:00 p.m.) on the first day preceding the Day D considered by the request.

The price applicable, as stated before, is raised by 30% for requests made after 8:00 p.m. (8:00 p.m.) on the first day preceding the Day D considered by the request and before 2:00 p.m. (2:00 p.m.) on the Day D considered by the request.

If a request concerns several Days, the applicable price is determined every day according to the advance notice appropriate to each of the days considered according to what precedes.

In order to be taken into account by GRTgaz, subscription requests must be made to GRTgaz through Ingris portal : <https://espace.ingrid.grtgaz.com>

GRTgaz's decisions are made by the same portal.

In case of positive answer of GRTgaz, it is an acceptance of the Capacity on the whole period object of the request, the Capacity is allocated.

In case of negative answer, GRTgaz indicates the maximum available capacity for each day requested. This statement is for information purposes only.

## 4.5 Subscription of entry capacity at Transport Biomethane Interface Points

For the PITB, the annual entry capacities to be subscribed by the Shipper correspond to the maximum production capacities of the production site as specified in the Capacity Register, for the entire duration of the purchase contract between the Shipper and the producer.



## Clause 5 Specific case of the Transport Distribution Interface Points (PITD)

### 5.1 Automatic allocation of Delivery Capacity at PITD

Every day, on every PITD, GRTgaz automatically allocates to the Shipper the Firm Daily Delivery Capacity allocated annually, monthly or daily by the Operator of the distribution network on the basis of information provided by the Operator of the distribution network located downstream of the said point and on the basis of the joint Declaration(s) at the PITD made by GRTgaz and confirmed by the Shipper.

The Shipper has until the last Working Day of Month M to notify GRTgaz of an error in the Joint Declaration(s) for month M concerning it: GRTgaz shall then make the necessary corrections as soon as possible, where applicable. In the absence of notification by the Shipper before this date, the Joint Declaration(s) made by GRTgaz shall be deemed authentic.

The Daily Delivery Capacity allocated annually at the PITD is equal to the sum:

- of the annual capacity subscribed on the distribution network for the PDL “with subscription” supplied downstream from the PITD in question,
- of the standardised capacity calculated by GRTgaz for the PDL “without subscription” supplied downstream from the PITD in question.

The Daily Delivery Capacity allocated monthly and daily at the PITD is equal to the monthly and daily capacity subscribed on the distribution network for the PDL “with subscription” supplied downstream from the PITD in question.

The standardised subscription system for Delivery Capacity at PITD is described in a procedure established in the framework of the “Groupe de Travail Gaz 2007 (GTG 2007)” (*Système de souscriptions normalisées des capacités de transport aux PITD – GT2 “Comité de suivi du profilage et de la gestion de l’acheminement”*) available on the [www.gtg2007.com](http://www.gtg2007.com) website.

### 5.2 Subscriptions for transmission capacity on the Regional Network

Firm Daily Transmission Capacity on the Regional Network related to a PITD is equal to the Firm Daily Delivery Capacity at the said PITD.

### 5.3 Subscriptions for exit capacity on the main network

Firm Daily Exit Capacity on the Main Network related to a PITD is equal to the Daily Firm Delivery Capacity of the said PITD.

## Clause 6 Capacity reservation procedures

Requests for capacity, with the exception of Firm Annual Capacity at the PITD, which is allocated automatically, are made through TRANS@ctions.



## CHAPTER 3 EXCHANGE OF CAPACITY

### Clause 7 Transfer of capacity right-of-use at PLC and on the Transport Biomethane Interface Points

#### 7.1 On PLC

The Shipper may transfer to another shipper that has an existing transmission contract with GRTgaz, a right-of-use for all Daily and Hourly Delivery Capacity, Transmission Capacity on the Regional Network and Exit Capacity on the Main Network described in Ingrid portal, subscribed by the Shipper – also a Recipient – for its own PLC. The transfer of capacity right-of-use at PLC is requested by the Shipper, with the name of the transferee being specified along with the request. The transferee must accept the Shipper's request in order for GRTgaz to validate the transfer of the right-of-use. In the case of a PLC out of which GRTgaz delivers to several Recipients, the Shipper, if it is a Recipient, may transfer this right-of-use to another shipper. The Shipper is thus responsible for having the explicit agreement of the other Recipients concerning the relevant PLC and transfer period.

The transfer of capacity right-of-use at PLC may take place on a monthly or annual basis, and the request for a transfer of right-of-use must be made by the Shipper and accepted by the transferee before the 20<sup>th</sup> (twentieth day) of month M-1 for it to start on the 1<sup>st</sup> of month M.

In the case where the right-of-use for capacity related to a PLC has been transferred, the right-of-use of any Capacity Allocated to the transferor Shipper and related to the same PLC shall automatically be assigned to the transferee during the transfer period.

In accordance with the capacity right-of-use transfer, the terms of Sub-clause 13.3 are applicable to the transferee.

The Shipper that initially held the capacity remains liable towards GRTgaz, under the Contract for all the obligations concerning the capacity for which the right-of-use is transferred, in particular the obligation to pay for the Allocated Capacity and for the potential Hourly and Daily Capacity Overruns and for Daily Transmission Capacity Overruns on the Regional Network as set out in Clause 10.

In case of persistent non-payment by the Shipper who transferred the capacity right-of-use, and after reminding the said Shipper, GRTgaz shall inform the transferee of the non-payment at the time of the second reminder.

Potential Daily Exit Capacity Overruns from the Main Network specified in Clause 10 shall be paid by the transferee.

The right-of-use of a capacity acquired by the transferee shipper cannot be further transferred by the said transferee shipper.



GRTgaz may change the end date of a transfer of right-of-use at a PLC after notifying the transfer thereof and the transferee thereof in writing with a minimum ten (10) days' notice, the end date remaining the last day of a month.

In case of early termination or expiration of the Contract of the Shipper who transferred the capacity right-of-use, GRTgaz will immediately notify the transferee shipper of the consecutive end of the right-of-use transfer, the end date remaining the last day of a month.

## 7.2 On Transport Biomethane Interface Points

The Shipper may transfer to another shipper, having a transmission contract in force with GRTgaz, the right to use all or part of the Daily Entry Capacity at the PITB stipulated in Ingrid portal. In this case, the Shipper that is the first holder of the capacity shall remain in debt to GRTgaz, under the terms of the Contract, for all the obligations relating to the capacity for which the right of use is transferred, in particular the obligation of payment.

On the other hand, the Shipper having acquired the right to use a capacity by means of a transfer of the said right of use, owes GRTgaz, under the terms of the Contract, the injection term due to the interfaces with biomethane production facilities described in the current tariff decision.

The Shipper having acquired the right to use a capacity by means of a transfer of the said right of use, shall remain the holder thereof even in the event that the Shipper that is the first holder of the capacity does not fulfil its obligations under the terms of the Contract.

## CHAPTER 4 DETERMINATION OF QUANTITIES

After subscribing 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 and delivered.

## Clause 8 Forecasts, Nominations and Schedules

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





## Clause 9 Determination of quantities

### 9.1 Determination of Quantities Delivered at PLC and at PIRR with the exception of the PIRR Savoie and Jura, at the PITB.

**9.1.1** The Total Daily (respectively Hourly) Quantities Delivered pursuant to the Contract at any PLC, respectively at any PIRR or taken off by GRTgaz pursuant to the Contract at a PITB, are defined each Day (respectively each Hour) as the total quantity of Gas delivered by GRTgaz at the said PLC, respectively at the said PIRR or taken off by GRTgaz pursuant to the Contract at a PITB, for the Day (respectively Hour) in question.

They shall be determined by GRTgaz by means of the Measuring Device relating to the PLC in question, respectively the PIRR in question or taken off by GRTgaz pursuant to the Contract at a PITB.

**9.1.2** Should the Measuring Device cease to function or should it function incorrectly, the total Hourly and Daily Quantities Delivered at the relevant PLC, respectively at the relevant PIRR or taken off by GRTgaz pursuant to the Contract at a PITB, during the period of breakdown or malfunction of the Measuring Device shall be estimated by GRTgaz. If a breakdown or malfunction of the Measuring Device is established after the quantities used for the billing have been established, or when a compliance malfunction has been ascertained on one or more elements of the Measuring Device in relation to the currently applicable statutory standards, the Total Hourly and Daily Quantities Delivered at the relevant PLC, respectively at the relevant PIRR or taken off by GRTgaz pursuant to the Contract at a PITB, shall be adjusted by GRTgaz for the period starting on the date of the last time the element or the assembly of elements in the Measuring Device was last checked and found compliant, and ending on the date the element or assembly of elements reverted to a state of compliance.

This estimation or this adjustment, as the case may be, shall be based on all the elements for assessment available to GRTgaz.

GRTgaz shall inform the Shipper of the estimation or the adjustment made, as the case may be.

At the Shipper's request, and subject to compliance with GRTgaz' confidentiality obligations towards third parties, and particularly the Recipient(s), GRTgaz shall provide the Shipper with justification for the estimation or the adjustment made, as the case may be.

**9.1.3** Subject to Sub-clause 9.1.4 below, each Day (respectively each Hour), the Daily Quantity (respectively Hourly Quantity) Delivered pursuant to the Contract at the PLC in question, respectively at the PIRR in question, shall be equal to the Total Daily (respectively Hourly) Quantity delivered at the said PLC, respectively at the said PIRR.

For each PLC, Daily (Hourly) Quantities may only be delivered to the Shipper designated by the Recipient or the Recipients, depending on the circumstances, for the allocation of capacities.

**9.1.4** Should a PIRR be supplied by several shippers, the Hourly and Daily Quantities Delivered pursuant to the Contract at the relevant PIRR shall be determined by GRTgaz in accordance with the Rule for Determining Quantities Delivered relating to the relevant PIRR set out in Ingrid portal. Any Rule for Determining Quantities Delivered relating to a PIRR shall come into effect on the first Day of a Month and is subject to the following conditions precedent:

- the Recipient, the Shipper and the other shipper(s) for which quantities of Gas are delivered by GRTgaz to the PIRR in question shall notify GRTgaz of their agreement to the said Rule



- for Determining Quantities Delivered before the 15<sup>th</sup> of the month preceding the Month in which the said Rule for Determining Quantities Delivered comes into effect,
- GRTgaz shall give written approval of the said Rule for Determining Quantities Delivered.

Any change to a Rule for Determining Quantities Delivered shall be confirmed by an amendment to the Contract.

## 9.2 Determination of Quantities Delivered at the PIRR Savoie and Jura

Every Day, the Daily Quantity Delivered at the Regional Interconnection Point Savoie and Jura is equal to the Daily Quantity Scheduled by GRTgaz at this point.

## 9.3 Determination of the Daily Quantities Delivered at PITD

The Daily Quantity Delivered, the Daily Quantity Delivered to the PDL “with subscription” and the Daily Quantity Delivered to the PDL “without subscription”, pursuant to the Contract, at any PITD shall be determined by GRTgaz based on the information provided by the Operator of the distribution network located downstream of the said point and, where appropriate, in accordance with the Declaration(s) at the PITD posted on TRANS@ctions.

## 9.4 Determination of the Daily Quantities Transmitted on the Regional Transmission Network

Every Day, for each PLC, respectively for each PIRR, the Daily Quantity Transmitted on the Regional Transmission Network is equal to the Daily Quantity Delivered at the PLC, respectively at the PIRR, as specified in Sub-clauses 9.1 and 9.2 above.

Every Day, for each PITD, the Daily Quantity Transmitted on the Regional Network is equal to the Daily Quantity Delivered at the PITD as specified in Sub-clause 9.3 above.

## 9.5 Provision of the values of the Daily Quantities Taken Off and Delivered

The Daily Quantities Taken Off, the Daily Quantities Delivered and the Daily Quantities Transmitted are determined in accordance with this Clause 9.

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, Transmitted and Delivered, for each Day from the first (1<sup>st</sup>) Day of the current Month shall be published simultaneously. The provisional quantity statement is updated when the Daily Quantities Taken Off, the Daily Quantities Delivered, and the Daily Quantities Transmitted are revised.

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, Delivered and Transmitted that will be





used for billing purposes, by means of the publication of a definitive quantity statement for Month M.

## 9.6 Verification of Measuring Devices

GRTgaz may, at its own expense, verify or arrange for the verification of any part or group of parts of the Measuring Device relating to any Delivery Point.

If the Measuring Device is used to determine the Daily or Hourly Quantities Delivered at the relevant Delivery Point, the Shipper may at any time request the verification of any part or all the parts of the Measuring Device, either by GRTgaz, or by an expert appointed by mutual agreement. The costs of verification shall be borne by the Shipper if the accuracy of the part or all the parts of the Measuring Device verified at its request exceeds or is equal to that tolerated under the terms of applicable regulations: otherwise the costs are borne by GRTgaz.

## 9.7 Use of measurements

The measurements taken by GRTgaz pursuant to the Contract may be freely used by GRTgaz, subject to the provisions of the Clause entitled “Confidentiality” in Section A.

It is expressly agreed that GRTgaz shall be authorised to provide the measurements taken at a relevant Delivery Point to the Recipient(s) concerned.

At the Shipper’s request, GRTgaz shall provide the Shipper with the measurements taken pursuant to the Contract if these measurements are directly used to determine the Daily Quantities Taken Off or the Hourly or Daily Quantities Delivered.

# Clause 10 Price Supplement related to a Daily or Hourly Capacity Overrun

## 10.1 Price Supplement related to a Daily Capacity Overrun

For each Daily Delivery Capacity at a PLC or at a PIRR specified in the Contract, the difference, if positive, between the Daily Quantity Delivered on any Day and the corresponding Daily Delivery Capacity, shall constitute an Excess of Daily Delivery Capacity.

For each Daily Delivery Capacity at a PITD specified in Appendix 2 to the Contract, the Daily Delivery Capacity Overrun on any Day shall be constituted by the difference, if positive, between:

- the difference, if positive, between the Daily Quantity Delivered the said Day and the corresponding Daily Delivery Capacity, otherwise zero (0),
- the difference, if positive, between the Daily Quantity Delivered to the PDL “without subscription” on the said Day and the Computed Standardised Capacity at the PDL “without subscription” of the corresponding PITD, otherwise zero (0).

Should GRTgaz reduce or interrupt Daily Delivery Capacity on a given Day, the Daily Delivery Capacity Overrun for the said Day shall be calculated by reducing the Daily Delivery Capacity by the proportion thus interrupted or reduced.



For each Daily Transmission Capacity on the Regional Network specified in Ingrid portal to the Contract, the Daily Transmission Capacity Overrun on the Regional Network is equal to the Daily Delivery Capacity Overrun at the corresponding Delivery Point.

For each Daily Exit Capacity on the Main Network specified in Ingrid portal, the Daily Exit Capacity Overrun on the Main Network on any Day shall consist of the difference, if positive, between:

- the difference, if positive, between the Daily Exit Quantity on the Main Network on the said Day and the corresponding Daily Exit Capacity on the Main Network, otherwise zero (0),
- the difference, if positive, between the sum of the Daily Quantity Delivered to the PDL “without subscription” the said Day and the sum of the Computed Standardised Capacity at the PDL “without subscription” at the PITD associated with the said Exit Zone, otherwise zero (0).

For any Daily Exit Capacity Overrun on the Main Network, or Daily Transmission Capacity Overrun on the Regional Network or Daily Delivery Capacity Overrun less than or equal to three per cent (3%) of the corresponding Daily Capacity, no Price Supplement for Daily Capacity Overrun shall be due by the Shipper.

For any Daily Exit Capacity Overrun on the Main Network, or Daily Transmission Capacity Overrun on the Regional Network or Daily Delivery Capacity Overrun in excess of three per cent (3%) of the said Daily Capacity, a Price Supplement linked to the Daily Capacity Overrun shall be due by the Shipper, calculated as follows:

$$CPDCJ = PUQCJ \times (DCJ - 0.03 \times CJ) \times 20$$

Where:

- CPDCJ is the Price Supplement for the relevant Daily Capacity Overrun,
- PUQCJ is the daily unit price of the relevant Daily Capacity for the relevant Day, For a Highly Modulated Site, the unit price considered will be that of a Delivery Capacity Term (TCL) that is not zero and equal to that of the Final Consumers connected to the transmission network.
- DCJ is the Daily Capacity Overrun corresponding to the relevant Daily Capacity,
- CJ is the value of the relevant Daily Capacity.

## 10.2 Price Supplement related to an Hourly Capacity Overrun

Every day, for each Hourly Delivery Capacity specified in Ingrid portal, the difference, if it is positive, between

- The maximum value of the hourly average of the Hourly Quantity Delivered during four (4) consecutive hours on the relevant Day, and
- The corresponding Hourly Delivery Capacity

shall constitute an Hourly Capacity Overrun.

For any Hourly Capacity Overrun less than or equal to ten per cent (10%) of the corresponding Hourly Capacity, no Price Supplement for Hourly Capacity Overrun shall be due by the Shipper.



For any Hourly Capacity Overrun in excess of ten per cent (10%) and less than or equal to twenty per cent (20%) of the said Hourly Delivery Capacity, a Price Supplement linked to the Hourly Delivery Capacity Overrun shall be due by the Shipper, calculated as follows:

$$\text{CPDCHL} = \text{PUQCHL} \times (\text{DCH} - 0.10 \times \text{CHL}) \times 45$$

Where:

- CPDCHL is the Price Supplement for the relevant Hourly Capacity Overrun,
- PUQCHL is the daily unit price for the relevant Hourly Delivery Capacity for the relevant Day,
- DCH is the Hourly Capacity Overrun corresponding to the relevant Hourly Capacity,
- CHL is the value of the relevant Hourly Delivery Capacity,

### 10.3 Cumulative and exhaustive nature of Price Supplements

The Price Supplements, if any, which result from application of Sub-clauses 10.1 and 10.2 above, are cumulative.

These Price Supplements constitute the only indemnification, which GRTgaz may claim in the event of a Daily or Hourly Capacity Overrun.

### 10.4 Retroactivity of Price Supplements

If GRTgaz agrees to an upward adjustment of the annual subscription in compliance with Sub-clause 4.1 **Erreur ! Source du renvoi introuvable.**, the price supplements linked to a Daily or Hourly Capacity Overrun billed on the basis of the old subscription being retained by GRTgaz.

## CHAPTER 5 OBLIGATIONS AND LIMITATIONS TO GRTGAZ' OBLIGATIONS

### Clause 11 GRTgaz' obligations

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



## Clause 12 Limitations on offtake and delivery obligations

### 12.1 Limitations related to Daily and Hourly Capacity

The Daily Capacity referred to in this Sub-clause 12.1 is that defined in Ingrid portal, reduced, where applicable, pursuant to the terms of Section A and Clause 13 below.

GRTgaz is under no obligation:

- to deliver to all the Delivery Points attached to a given Exit Zone, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Exit Capacity on the Main Network in this Exit Zone.
- to deliver to a Delivery Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Delivery Capacity at this Delivery Point.
- to deliver to a Delivery Point, in any Hour, a quantity of Gas with an Energy Content in excess of the Hourly Delivery Capacity at this Delivery Point.
- to take off at a PITB, on any Day, respectively at any Hour, a quantity of Gas with an Energy Content in excess of the Daily Entry Capacity at this PITB, respectively one twenty-fourth (1/24<sup>th</sup>) of the Daily Entry Capacity at this PITB.

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

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 12.1 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>).

### 12.2 Limitations arising from scheduling

The limitations arising from scheduling are specified in Section D2.

## Clause 13 Reduction or interruption in delivery

### 13.1 Interruptible Capacity

Interruptible Capacity can be reduced or interrupted temporarily by GRTgaz in accordance with the conditions specified in Appendix C1.

Should GRTgaz apply any of the provisions stated in the above paragraph, its obligations to deliver shall be reduced within the same proportions.

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



### 13.2 Limitations related to a reduction or interruption notice issued by GRTgaz

In the event of an interruption notification issued by GRTgaz to the Shipper as specified in Appendix C1, the Shipper guarantees GRTgaz that the Recipient(s) taking delivery of the supplied Gas will limit the quantities of Gas taken off to the amounts stated in the aforementioned notification and releases and shall hold GRTgaz harmless from any claim by the Recipient(s) in respect of such interruptions. Otherwise, the provisions of Clause 10 will be applied on the basis of the reduced capacity notified to the Shipper by GRTgaz, and such application shall in no way limit the rights of GRTgaz resulting from the failure by the Shipper to comply with its obligation under this Sub-clause.

### 13.3 Cessation of deliveries to the Recipient to a PLC due to the Shipper

With the exception of a potential change of shipper, should the Shipper decide to totally suspend, either temporarily or definitively, pursuant to the Contract, the delivery of Gas to the Recipient at a PLC, it shall ask GRTgaz to perform the Interruption of Gas Delivery to a Recipient by sending a registered letter with acknowledgement of receipt with prior notice of at least five (5) Working Days. It will make sure beforehand that the said Interruption of Gas Delivery to a Recipient will not create a risk to the safety of goods and persons or to the environment and will send written confirmation of such absence of risk to GRTgaz.

The Shipper, or its duly authorised representative, shall physically attend the Interruption of Gas Delivery to a Recipient. In the event of the Shipper or of its duly authorised representative being absent, or in the event of a confirmed risk to the safety of goods and persons or to the environment, GRTgaz may decide to postpone the Interruption of Gas Delivery to a Recipient, in which case, GRTgaz shall inform the Shipper as quickly as possible that the Interruption of Gas Delivery to a Recipient has not taken place by every possible means at its convenience, and shall send confirmation thereof by registered letter with acknowledgement of receipt.

At any time before the date and hour planned for the Interruption of Gas Delivery to a Recipient the Shipper or its duly authorised representative may ask GRTgaz by every possible means to cancel the Interruption of Gas Delivery to a Recipient. This request shall be confirmed by registered letter with acknowledgement of receipt.

As long as the Interruption of Gas Delivery to a Recipient has not come into effect, each Party retains its rights and obligations pursuant to the Contract at this point.

With effect from the actual Interruption of Gas Delivery to a Recipient, the obligations of GRTgaz and of the Shipper with regard to the said PLC for the Recipient pursuant to the Contract shall be suspended or terminated as applicable, informations will be updated in Ingrid portal.

The Shipper holds GRTgaz harmless from all proceedings by third parties or any payment of indemnities to third parties originating from Interruption of Gas Delivery to a Recipient at the given PLC pursuant to this Sub-clause 13.3.

The cost incurred due to the Interruption of Gas Delivery to a Recipient implemented in accordance with this Sub-clause 13.3 will be invoiced to the Shipper.



## Clause 14 Implementation of limitations, reductions, interruptions

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

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

### Clause 15 Stipulations regarding Connections, Delivery Stations and interconnection systems

#### 15.1 Connections and Delivery Stations

GRTgaz shall establish, operate and maintain the Delivery Stations and Connection Pipes in accordance with the Connection Contracts entered into with the Recipient(s) concerned at the PLC and PITD and PITB.

Delivery or receipt by GRTgaz is provided on the condition that a Connection Contract has been signed with the Recipient or the biomethane producer. The obligations of GRTgaz specified in a Connection Contract are exclusively to the benefit of the Recipient or the biomethane producer, and do not give rise to any right to the benefit of the Shipper.

GRTgaz shall be released from its delivery obligations under the terms of the Contract at a PLC or PITD or a PITB in the event that the Connection Contract in respect of the said Delivery Point is not entered into, is suspended or is terminated, or that the Recipient concerned fails to comply with its obligations under the terms of the said Connection Contract.

In the cases referred to in the preceding paragraph, the Shipper's payment obligations under this Contract shall be reduced in accordance with the provisions set out in Section A.

#### 15.2 Interconnection systems

GRTgaz shall establish, operate and maintain the interconnection systems related to the PIRR on the basis of the Interconnection Agreements entered into with the Operator of the network located downstream of the said points.



The obligations of GRTgaz specified in an Interconnection Agreement are exclusively to the benefit of the Operator concerned, and do not give rise to any right whatsoever to the benefit of the Shipper.

GRTgaz shall be released from its delivery obligations under the terms of the Contract at a PIRR in the event that the Interconnection Agreement in respect of the said point is not entered into, is suspended or is terminated, or that the Operator concerned fails to comply with its obligations under the terms of the said Interconnection Agreement.

In the case referred to in the preceding paragraph, the Shipper's payment obligations under this Contract shall be reduced in accordance with the provisions set out in Section A.

## Clause 16 Gas characteristics and pressure

### 16.1 At PLC and PITD

GRTgaz' obligations in respect of the characteristics and the pressure of the Gas delivered at any PLC and at any PITD are defined in the Connection Contract relating to the said Delivery Point.

GRTgaz' obligations in respect of the characteristics and the pressure of the Gas delivered are stipulated exclusively to the benefit of the Recipient and shall grant no rights of any kind to the Shipper.

GRTgaz holds the Shipper harmless from any legal proceedings initiated by a Recipient resulting from a proven failure attributable to GRTgaz concerning its obligations under the terms of the Connection Contract relating to the said Recipient.

### 16.2 At PIRR

GRTgaz' obligations in respect of the characteristics and the pressure of the Gas delivered at any Transport Storage Interface Point or at any Network Interconnection Point or at any PIRR are defined in the Interconnection Agreement relating to the relevant point.

GRTgaz' obligations in respect of the characteristics and the pressure of the Gas delivered are stipulated exclusively to the benefit of the Recipient and shall grant no rights of any kind to the Shipper.

GRTgaz holds the Shipper harmless from any legal proceedings initiated by a Recipient resulting from a proven failure attributable to GRTgaz concerning its obligations under the terms of the Interconnection Agreement entered into with the said Recipient.





## CHAPTER 7 STORAGE COMPENSATION

In accordance with the Energy code, the transmission network utilisation rates are established in a transparent and non-discriminatory fashion so as to cover the overall costs met by the transmission network and storage infrastructure operators.

The transmission network operators transfer a quota of the collected amounts to the specified underground facility operators according to the terms and conditions set by the Energy Regulatory Commission.

### Clause 17 Compensating Storage Basis

#### 17.1 Case of "without-subscription" Delivery Points

Each "without-subscription" Delivery Point on the distribution network enables the collection of a quota for storage compensation purposes. Such quota is calculated as being the Shipper's Storage compensation basis multiplied by the Storage period.

$$\text{Compensating Storage Basis} = \sum_{\text{Customers}} \text{Modulation}(\text{Customers})$$

$$\text{And : Customers Modulation on 1}^{\text{st}} \text{st April} = \text{Max} \left( 0 ; \text{SDC} - \frac{\text{ARC}}{365} - \text{Int} \right)$$

In which:

- the Annual Reference Consumption (ARC) is the annual estimated usage of a delivery point in a climatically average year.
- The Standardised Daily Capacity (SDC) as:

$$\text{SDC} = A.zi.ARC$$

In which:

- A is a coefficient giving the ratio between the "standardised" capacities calculated by the TSOs for "without-subscription" delivery points supplied downstream of a PITD, for each DSO within each balancing zone and, on the same zones, the peak daily consumption of these delivery points calculated by the DSO's profiling algorithm
- Zi coefficient: conversion coefficient considering weather and customer's consumption profile. The method for assigning profiles is available on the GTG13 website.
- Int: sum of the interruptible capacities that will be contracted with the network Operators within the framework of decrees relating to interruptibility devices.

Public gas distribution Operators send the data required to calculate the level of winter modulation, as defined above, to the TSOs.





In some cases, for some DSOs that do not have information on the consumption profile of their historical customers, some data (ARC, profiles) may not be available. TSOs will be able to substitute the ARC with an alternative based on PITD's estimate of the overall ARC.

If a DSO does not send the data needed to calculate the base for customers within its scope in time, the TSO will apply, for these customers, a method based on subscribed capacity. This calculation will be corrected afterwards once the DSO has sent the data.

In the event of a change during the year from the T3 profiled tariff option to a subscription tariff option on the distribution network, the invoicing of the compensating storage will be adjusted from the month following this change and will be carried out using the formula for subscription customers. The figures for "winter consumption" and "annual consumption" will be calculated based on the T3 customer's monthly statements. Likewise, a change from a subscription option to a profile option will change the following month, leading to a change in the method of modulation calculation.

By exception:

- The modulation of a Delivery Point with a P013 or P014 profile is equal to 0.

The Compensating Storage Basis is assessed on the first (1<sup>st</sup>) day of each month.

The assessment of the Compensating Storage Basis serves as the basis for the monthly invoicing of the Storage Compensation quota, pursuant to the provisions laid out in Section A.

## 17.2 Case of "with-subscription" Delivery Points

Each "with-subscription" Delivery Point on a distribution network or a Transmission Network enables the collection of a quota for storage compensation purposes. Such quota is calculated as being the Shipper's Compensating Storage Basis multiplied by the Storage period.

$$\text{Compensating Storage Basis} = \sum_{\text{Customers}} \text{Modulation Customer}$$

And :  $\text{Customers Modulation on 1}^{\text{st}} \text{ April } \left(\frac{\text{MWh}}{j}\right) = \text{Max}(0 ; M_{\text{fav4}} - \text{Int})$

- $M_{\text{fav4}}$  is the average of two (2) lower annual modulation over the last four (4) years, that means N-4 to N-1. For each of the four years considered, the calculation of the modulation is the following:

$$\text{Annual Modulation } N \text{ (MWh/d)} = \text{Max}\left(0; \frac{\text{winter Consumption}}{151} - \frac{\text{Annual Consumption}}{365}\right)$$

With:

- Winter consumption: consumption of the site as from 1<sup>st</sup> November N-1 until 31 March N
- Annual consumption: consumption of the site as from 1<sup>st</sup> November N-1 until 31 October N



- *Int* is the sum of interruptible capacities subject to a contract with a Network Operator on 1<sup>st</sup> April of the current year. This sum takes into account yearly interruptible capacities subject to a contract from the Shipper to answer to technical constraint for supply by GRTgaz' request and the ones subject to a contract by the consumer in accordance with interruptible contractual mechanism defined by decision of 17<sup>th</sup> December 2019. Le level of *Int* doesn't consider declaration given in the context of offloading plan of the natural gas consumption: only interruptible capacities with a contract with Networks Operators allow to reduce customer modulation.

#### Processing of new sites

In the case of a new site connected to the Transmission Network, in the absence of real historical consumptions, modulation of the site will be decided by the GRT with the best estimation of the winter modulation given by the Shipper who delivers the site. Compensating Storage will be invoiced starting from the following month of the connection.

As there is from the 1<sup>st</sup> April of the year N, a full year of calculation available (it means that consumption data from 1<sup>st</sup> November of year N-2 are available), invoicing will be done with the first year of real historical consumption. At the 1<sup>st</sup> April of the following year, modulation will be calculated as the average of the two available values of modulation and then at the following 1<sup>st</sup> April the value will be calculated as the average of the two lower values from the three available.

By way of exception, modulation of an anti-modulated customer is equal to 0.

A Customer is considered as anti-modulated if his winter part, calculated according to the method as described on the GTG2007 website, at the Delivery Point, is lower or equal than 50%.

The Compensating Storage Basis is calculated on the basis of the Shipper's portfolio for the first (1<sup>st</sup>) Day of each month.

The calculation of the Compensating Storage Basis is used as the basis for the monthly billing of the Compensating Storage portion according to the terms of Section A.

### 17.3 Particular case of a GRD with no access to data concerning the PDLs delivered by the incumbent supplier

In the particular case of a GRD with no access to data concerning the PDLs delivered by the incumbent supplier, GRTgaz shall allocate a profile and a CAR to each of the GRD's PITDs according to a procedure established by the Gaz 2007 Working Group, available on the [www.gtg2007.com](http://www.gtg2007.com) website.

The total amount of the incumbent supplier's CARs on the first (1<sup>st</sup>) Day of the month on each one of the GRD's PITDs is calculated as the balance between the PITD's total CAR and the total amount of the CARs on the first (1<sup>st</sup>) Day of the month for the other suppliers for the so-called PITD.

The Storage Compensation Basis of the incumbent supplier for the GRD's perimeter is equal to the balance on the first (1<sup>st</sup>) day of the month between the total amount of the Daily Delivery Capacities allocated on each of the GRD's PITDs and the total amount of CARs of the other suppliers on each one of the PITDs.



## 17.4 Particular case of a GRD with no access to data temporarily

In the event that a GRD would not have access to the required data on a given month, GRTgaz would consider that the shipper's Storage Compensation Basis on the given GRD's perimeter is equal to the total amount of the Daily Delivery Capacity allocated on the first (1<sup>er</sup>) Day of the month on each of the GRD's PITDs.

As soon as the GRD is in a position to supply the data, GRTgaz shall amend the following months' invoices accordingly so as to provide accurate billing for the months concerned.