



Connecter les énergies d'avenir

Disclaimer

The present translation is not binding and is provided by GRTgaz exclusively for information purposes. GRTgaz disclaims any warranty of any kind as to the accuracy and completeness of the present translation, the document in French being the sole and unique reference for the execution of the Contract and that would in any case prevail over any translated version. GRTgaz reserves the right to update the translation at any time as deemed necessary by GRTgaz to improve and/or adjust the quality and/or content of the translation submitted and available on GRTgaz' website. The Shipper is free to use the translated document at its own risk and under its own responsibility and remains liable to check the latest version available on the website for this purpose. In addition to the translation proposed by GRTgaz, the Shipper may use at its own risk and costs, other translated documentation if deemed necessary by the Shipper with the understanding that in any event a translation would not be taken into consideration if a discrepancy were to arise between the translation and the French version.

A decorative graphic consisting of several curved teal lines that sweep across the page. A small teal plus sign is positioned at the intersection of these lines, just above the title box.

TRANSMISSION CONTRACT BETWEEN XXX AND GRTGAZ



Contents

Clause 1	Object	4
Clause 2	Contractual documents	4
Clause 3	Effective date-term.....	6
Clause 4	Subscription	6
Clause 5	Nature of the relationship.....	6
Clause 6	Electronic documents	6
Clause 7	Administrative information.....	7
Clause 8	Participation agreement for market based procedure for firm daily capacity [option].....	7



BETWEEN

GRTgaz, a French company with capital of 639 933 420 euros, having its head office at 6, rue Raoul Nordling, 92270 Bois Colombes, France, registered with the Company Registry of Nanterre under registration number 440 117 620, in the person of its duly authorised representative M. Pierre COTIN Director of the Clients and Optimisation of the network Division,

Hereinafter referred to as
"GRTgaz",

ON THE ONE HAND,

AND

XXXXXXX, having its head office at XXXXXX, registered with the Company Registry of XXXXXX under registration number XXXXXX, in the person of its duly authorised representative XXXXXXXXXXXXXXX, acting in his capacity as XXXXXXXXXXXX,

Hereinafter referred to as the
"Shipper",

ON THE OTHER HAND,



The Shipper and GRTgaz are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

GRTgaz is a transmission system operator for a natural gas transmission network across a part of the French territory (hereinafter the “Network”), within the meaning of the legislation in effect.

To fulfil its business requirements, the Shipper seeks:

[to be adapted depending on the sections: to book capacity on the Upstream Network, to book capacity on the Downstream Network, to exchange gas on Title Transfer Point (PEG), to use subscribed capacity on Upstream and Downstream Networks and request GRTgaz to transport quantities of natural gas on the Network].

The Parties agreed to enter into the present Transmission Contract, hereinafter referred to as the “Contract”, which sets out the terms and conditions that apply to the services required to fulfil the Shipper’s requirements.

It is agreed as follows.

Clause 1 Object

The present Contract determines the rights and obligations of the Parties concerning transmission services and related payment, which consist in, in particular: [to adapt in accordance with the sections]

- Provision of transmission capacity to the Shipper on the Upstream and/or Downstream Networks,
- Transmission of gas on the Network
- Access to Title Transfer Point (PEG)
- Access to conversion from L-gas to H-gas services

Clause 2 Contractual documents

The Contract consists of the following documents:

- The present document and its Appendix 1 “Participation agreement for Market based procedure for firm daily capacity”
- Section A entitled “General Terms and Conditions” and its appendices A1, A2, A3 and A4
 - Appendix A 1 “Definitions”
 - Appendix A 2 “Standard First Demand Guarantee”
 - Appendix A 3 “Standard Evidence Agreement
 - Appendix A 4 “Technical Requirements” (Part A.2 of the Operational Transmission Network Code - CORE)

- And the other Sections identified as applicable in the following table:



		[help filling]	Accessibility
Section B	Upstream Network	[keep or suppress]	www.grtgaz.com
- <i>Appendix B.2</i>	Interruption methods for Upstream Network Capacity	[keep or suppress]	www.grtgaz.com Operational Transmission Network Code CORE – Parts B 3.1 and B 3.2
- <i>Appendix B.5</i>	Buy-Back Procedure	keep or suppress]	www.grtgaz.com
- <i>Appendix B.6</i>	Related Provision for substitution of Capacity	[keep or suppress]	www.grtgaz.com
Section C	Downstream Network	[keep or suppress]	www.grtgaz.com
- <i>Appendix C.1</i>	Interruption Procedures for the Downstream Network	[For Consumer Delivery Points: option 1 (Part C3.2) or Option 2 (Part C3.3)] [keep or suppress]	www.grtgaz.com Operational Transmission Network Code CORE - Parts C3.2, C3.3, C3.4, C3.5
- Section D1	Access to and Balancing at the Title Transfer Point (PEG)	[keep or suppress]	www.grtgaz.com
- <i>Appendix D1.1</i>	Operational procedures	[keep or suppress]	www.grtgaz.com Operational Transmission Network Code CORE – Parts E1.1 and E1.2
Section D2	Balancing on the Upstream and Downstream Networks - Access to Title Transfer Point	[keep or suppress]	www.grtgaz.com
- <i>Appendix D2.1</i>	Operational procedures	[keep or suppress]	www.grtgaz.com Operational Transmission Network Code CORE – Parts E1.1, E1.2 and E1.3

The applicable contractual documents constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of a discrepancy among these documents, the provisions of the present document shall prevail.

By signing the present document, the Shipper acknowledges being fully aware of any and all contractual provisions applicable under the Contract and being bound to comply therewith.



The Shipper undertakes to take cognisance of any amendments or updates made to the applicable contractual documents after the date of signature of the Contract and notified by GRTgaz.

The updated version of the Contract Sections and the Operational Transmission Network Code (CORe) are available on GRTgaz's website (www.grtgaz.com) and GRTgaz will provide the said version upon written request of the Shipper.

Clause 3 Effective date-term

Unless expressly agreed otherwise, the Contract shall come into effect once the following conditions precedent have been met

- signature of the Contract by both Parties
- receipt by GRTgaz of the Payment Guarantee in accordance with the Clause entitled "Payment Guarantee" in Section A, if applicable.

The Contract shall end on the date set on the last day of subscribed capacity or service of the Contract or, if no subscription agreement is entered into, two (2) years after its effective date, unless it is terminated early.

The Shipper's obligation to pay for transmission services during the period of performance of the Contract remains after the fixed end date of the Contract.

Clause 4 Subscription

The Shipper is bound by the subscriptions set out in the Services and Capacity Portfolio, as published on the Ingrid portal.

Clause 5 Nature of the relationship

Nothing contained in this Contract is intended or shall be construed to create any partnership, joint venture or agency relationship among the Parties. Nothing contained in this Contract is intended or shall be construed to confer upon any third party other than the Parties any rights under or by reason of this Contract.

Clause 6 Electronic documents

The Parties agree that messages in electronic form exchanged or deposited over the IT system shall be admissible as proof and have the same value as paper documents.



Clause 7 Administrative information

The Shipper's VAT identification number is XXXX

The Shipper as a user of GRTgaz' network is identified under the following Shipper Code : GF
XXX

Clause 8 Participation agreement for market based procedure for firm daily capacity [option]

The Shipper has confirmed that it wishes to participate in a market-based procedure for firm daily capacity and therefore undertakes to sign the Participation agreement for Market based procedure for firm daily capacity set out in Appendix 1 to the Contract.

Bois Colombes, (date)

On behalf of the Shipper

On behalf of GRTgaz

Pierre COTIN

Director of the Clients
and Optimisation of
the network Division