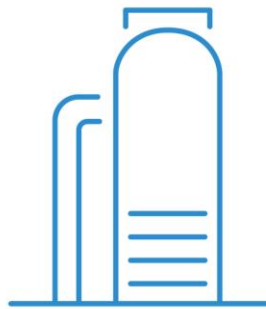




# NATURAL GAS STORAGE CONTRACT

## GENERAL TERMS AND CONDITIONS



Version of 1 April 2021

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# CHAPTER I

## INTRODUCTORY PROVISIONS

### ARTICLE 1 TERMS AND DEFINITIONS

In the sense of this Contract, the terms below have the meaning assigned to them, in the singular or in the plural. Time references are to French legal time.

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#### A

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**Additional Services:** services provided by the Storage Facility Manager that the Customer may use by paying a Price Supplement.

**Adjacent Operator:** entity responsible for the management of transport, distribution, storage or production of natural gas.

**Annual Subscription Rate (ASR):** portion of the Price defined in article 12.1.

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#### B

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**Booster Injection:** optional service provided by the Storage Facility Manager and described in article 11.2, aiming to allow the Customer to increase his Daily Nominal Injection Capacity.

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#### C

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**Capacity Booking Slip:** part of the contractual documents addressed to the Customer after each booking of Storage Capacity through Public Auction. This document summarizes the volume, the Standard Product allocated as well as the Validity Start Date and the Validity End Date of Storage Units.

**Case of Force Majeure:** events defined in article 17 "Force Majeure" of this Contract.

**Change of Direction:** for a given Customer, switching from a non-nil Scheduled Daily Withdrawal Quantity at the Transport/Storage Interface Point to a non-nil Scheduled Daily Injection Quantity at that same point, and vice versa, possibly in the meantime remaining for one or more Days as a nil Scheduled Daily Quantity.

**Contract:** all the contractual documents governing relations between the Storage Facility Manager and the Customer within the framework of the Storage Access service as described in the Supplementary Conditions. The Contract is composed of General Terms and Conditions, Supplementary Conditions, riders and Capacity Booking Slips.

**Customer:** signatory of the Natural Gas Storage Contract with the Storage Facility Manager.

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## D

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**Daily Assessment:** assessment made on Day D by the Storage Facility Manager of the Quantities of Gas Injected, Withdrawn, Purchased, Sold for the Customer during Day D-1 of the Customer's Stock on Day D. The assessment is drawn up in accordance with Operational Procedures.

**Daily Capacity Available for Injection:** daily Injection Capacity actually available at the Transport/Storage Interface Point after taking Special Situations into account.

**Daily Capacity Available for Withdrawal:** daily Withdrawal Capacity actually available at the Transport/Storage Interface Point after taking Special Situations into account.

**Daily Injection Capacity:** the quantity of Gas determined each Day by multiplying the Daily Nominal Injection Capacity by the Injection Development factor for the Day in question, possibly capped at the Maximum Stock Level.

**Daily Injection Quality Overrun:** positive difference between the Daily Quantity Injected on a given Day and the Daily Injection Quantity on that Day.

**Daily Nominal Injection Capacity:** the maximum quantity of Gas that the Customer can provide to the Storage Facility Manager, on a given Day, for injection into Storage. It is equal to the total of the valid Daily Unit Injection Capacities of the Storage Units to which the Customer subscribed under the Contract.

**Daily Nominal Unit Injection Capacity:** the maximum quantity of Gas that the Customer can provide to the Storage Facility Manager, on a given Day, for injection into Storage, in respect of a Storage Unit for a Standard Product to which the Customer subscribed, subject to the application of the provisions of the Contract. This quantity is specified in Appendix B "Physical Features of the Storage Facility".

**Daily Nominal Unit Withdrawal Capacity:** the maximum quantity of Gas that the Customer can ask the Storage Facility Manager to return to it, on a given Day, after Withdrawal from Storage, in respect of a Storage Unit for a Standard Product to which the Customer subscribed, subject to the application of the provisions of the Contract. This quantity is specified in Appendix B "Physical Features of the Storage Facility".

**Daily Nominal Withdrawal Capacity:** the maximum quantity of Gas that the Customer can ask the Storage Facility Manager to return to it on a given Day after withdrawal from Storage. It is equal to the total of the valid Daily Unit Withdrawal Capacities of the Storage Units to which the Customer subscribed under the Contract.

**Daily Notification:** Customer's Notification to the Storage Facility Manager of Daily Requested Injection or Withdrawal Quantities, made in accordance with Operational Procedures.

**Daily Quantity Injected:** quantity of Gas that the Customer delivered to the Storage Facility Manager and that the Storage Facility Manager withdrew on a given Day at the Transport/Storage Interface Point for injection into the Storage Facility under the Contract. This quantity is specified in Appendix C "Storage Operational Conditions".

**Daily Quantity Purchased:** quantity of Gas purchased by the Storage Facility Manager from the Customer on a given Day to cover a Maximum Stock Overrun, in accordance with article 13.1 of the General Terms and Conditions.

**Daily Quantity Requested for Injection:** quantity of Gas that the Customer asks the Storage Facility Manager to withdraw at the Transport/Storage Interface Point, as that Quantity is defined in Appendix C "Storage Operational Conditions".

**Daily Quantity Requested for Withdrawal:** quantity of Gas that the Customer asks the Storage Facility Manager to deliver at the Transport/Storage Interface Point, as that Quantity is defined in Appendix C "Operational Storage Condition".

**Daily Quantity Scheduled for Injection:** quantity of Gas that the Storage Facility Manager has planned to withdraw on a given Day at the Transport/Storage Interface Point, as that Quantity is defined in Appendix C "Storage Operational Conditions".

**Daily Quantity Scheduled for Withdrawal:** quantity of Gas that the Storage Facility Manager has planned to deliver on a given Day at the Transport/Storage Interface Point, as that Quantity is defined in Appendix C "Storage Operational Conditions".

**Daily Quantity Sold:** quantity of Gas sold by the Storage Facility Manager from the Customer on a given Day to cover a Minimum Stock Overrun, in accordance with article 13.1 of the General Terms and Conditions. **Daily Withdrawal Capacity:** the quantity of Gas determined each Day by multiplying the Daily Nominal Withdrawal Capacity by the Withdrawal Development factor for the Day in question, possibly limited by the Minimum Stock Level.

**Daily Quantity Withdrawn:** quantity of Gas that the Storage Facility Manager delivered to the Customer and that the Customer withdrew on a given Day at the Transport/Storage Interface Point after Withdrawal from the Storage Facility under the Contract. This quantity is specified in Appendix C "Storage Operational Conditions".

**Daily Schedule:** Schedule stating the Daily Scheduled Injection or Withdrawal Quantities for one Day drawn up by Storage Facility Manager in accordance with Operational Procedures.

**Daily Withdrawal Quantity Overrun:** positive difference between the Daily Withdrawal Quantity on a given Day and the Daily Withdrawal Quantity on that Day.

**Day:** a period of twenty-four consecutive Hours, beginning at six (6) a.m. on a given calendar day and ending at six (6) a.m. on the very next calendar day. The date of a Day is the date of the calendar day that the Day begins. As an exception, this period is twenty-five or twenty-three hours in length when the change-over is made from summer time to winter time, and vice versa.

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## E

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**Energy Regulation Commission (ERC):** independent administrative authority responsible for overseeing the correct operation of the natural gas market in France in application of the provisions of the Energy Code.

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## F

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**Fixed Annual Rate (FAR):** portion of the Price specified in article 12.1.

**Flexible Gates:** optional service provided by the Storage Facility Manager and described in article 11.5, aiming to allow the Customer to have more than 70% of gas in stock on July 31 and/or more than 40% of gas in stock on March 31 of the year of storage.

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## G

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**Gas:** natural gas covered in the Contract.

**General Terms and Conditions:** part of the Contract that stipulates the Parties' obligations and the general principles governing the Storage Access service, the subject of this Contract.

**Gross Calorific Value or GCV:** the quantity of heat, expressed in kWh, which would be given off by the complete combustion of one (1) m<sup>3</sup>(n) of dry gas in the air under constant pressure of 1.01325 bars, whereby the initial temperature of the gas and air is zero (0) degrees Celsius, all the products of the combustion are returned to the temperature of zero (0) degrees Celsius, the water formed during the combustion is returned to a liquid state and the other products remain in a gaseous state.

**Guarantee:** financial guarantee issued by the Customer to the Storage Facility Manager, as defined in article 14.1 of the General Terms and Conditions.

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## H

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**Hour:** Period of sixty (60) minutes, starting at (x) o'clock and 0 (zero) minutes and ending at (x+1) o'clock and 0 (zero) minutes, with (x) being a whole number between zero (0) and twenty-three (23).

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## I

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**Initial Stock:** quantity of Gas stated in the Supplementary Conditions and making up the Customer's Stock at the start of the Day corresponding to the effective date of the Contract. It is equal to zero (0) or possibly the previous day's stock under a Storage Facility access contract held by the Customer that expires on that date, and/or under a Storage Facility access contract transferred to the Customer.

**Injected Quantity Rate (IQR):** portion of the Price defined in article 12.1.

**Injected Quantity Unit Price (IQUP):** price specified in the Scale of Charges.

**Injection Capacity Development Factor:** for each Standard Product on a given Day, a coefficient expressed as a percentage of between 0 and 100 inclusive, used to take into account the physical injection limits due to the Stock Level, as defined in Appendix B "Physical Features of the Storage Facility".

**Interconnection agreement:** agreement between the Storage Facility Manager and the Manager of the Transport Network referred to in article 9 of the General Terms and Conditions and allowing for the interoperability of the Storage Facility and the Transport Network at the Transport/Storage Interface Point.

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## J

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**Joint Management:** service provided by the Storage Facility Manager aiming to consolidate the capacities of the various Standard Products to which the Customer subscribed under the Contract.



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## L

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**Limits:** data communicated by the Storage Facility Manager to the Customer containing his Reference Stock of a given Day as well as his Minimum and Maximum Stock and Total and Reduced Operational Capacity Limits applicable for the following Day.

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## M

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**Maintenance Operation:** maintenance, inspection, testing, renovation, repair and development operations on storage facilities of the Storage Facility Manager entailing a restriction of Daily Available Injection and Withdrawal Capacities.

**Marketing Rules for Storage Capacities:** document referred at the article L.421-5-1 of the energy code, aiming at organising and fixing the commercialisation schedule and the public auctions' rules. Those marketing rules are published online at [www.terega.fr](http://www.terega.fr).

**Maximum Stock:** the maximum Quantity of Gas that the Customer can ask the Storage Facility Manager to keep in the Storage Facility on its behalf on a given Day. The quantity is determined each Day by multiplying the Storage Capacity by the Maximum Stock Level for the Day in question.

**Maximum Stock Level:** a coefficient, expressed as a percentage of between 0 and 100 inclusive, enabling the calculation of the Customer's Maximum Stock for one Day. The Maximum Stock Level is used to take into account the physical constraints of the Stock's minimum annual breathing. This quantity is specified in Appendix B "Physical Features of the Storage Facility".

**Maximum Stock Overrun:** the positive difference for each Day between the Stock of the previous Day minus the Daily Quantity Withdrawn and the Daily Quantity Transferred, plus the Daily Quantity Injected and the Daily Quantity Received on the Day in question and the Day's Maximum Stock.

**Minimum Stock:** the minimum Quantity of Gas that the Customer must retain in the Storage Facility on a given Day. The quantity is determined each Day by multiplying the Storage Capacity by the Minimum Stock Level for the Day in question.

**Minimum Stock Level:** a coefficient, expressed as a percentage of between 0 and 100 inclusive, enabling the calculation of the Customer's Minimum Stock for one Day. The Minimum Stock Level is used to take into account the physical constraints of the Stock's maximum annual breathing. This quantity is specified in Appendix B "Physical Features of the Storage Facility".

**Minimum Stock Overrun:** the positive difference for each Day between the Day's Minimum Stock and that of the previous Day minus the Daily Quantity Withdrawn and the Daily Quantity Transferred, plus the Daily Quantity Injected and the Daily Quantity Received on the Day in question.

**Month:** a period beginning at six (6) a.m. on the first day of a calendar month and ending at six (6) a.m. on the first day of the following calendar month.

**Monthly Injection and Withdrawal Forecast:** forecast sent by the Customer to the Storage Facility Manager under the conditions stated in Appendix C "Operational Storage Procedures".

**Monthly Storage Completion Report:** monthly notice issued by the Storage Facility Manager to the Customer pursuant to Appendix C "Storage Operational Conditions" of the General Terms and Conditions.

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## N

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**Normal Cubic Metre or m3(n):** the quantity of natural gas which, at zero (0) degrees Celsius and under absolute pressure of 1.01325 bar, as natural gas contains no water vapour, occupies a volume of one cubic metre.

**Notice of Storage Completion:** daily notice issued by the Storage Facility Manager to the Customer pursuant to Appendix C "Storage Operational Conditions" of the General Terms and Conditions.

**Notice of Storage Schedule:** daily notice issued by the Storage Facility Manager to the Customer pursuant to Appendix C "Storage Operational Conditions" of the General Terms and Conditions.

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## O

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**Operational Procedures:** documents describing the Parties' respective obligations with respect to exchanges of information concerning Contract fulfilment. The Operational Procedures make up Appendix C of the Contract.

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## P

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**Party:** the Storage Facility Manager or the Customer.

**Period of Validity:** a period beginning on the Validity Start Date and ending on the Validity End Date of a given Daily Nominal Injection Capacity, Withdrawal Capacity or Storage Capacity.

**Physical Features of the Storage Facility:** physical storage specifications. They include the Storage Unit Capacity, the Daily Nominal Unit Injection and Withdrawal Capacities of the Standard Products, the Development factors for the Injection and Withdrawal Capacities, and the Maximum and Minimum Stock Levels connected to the Standard Products. The Physical Features of the Storage Facility are set out in Appendix B "Physical Features of the Storage Facility" of the Contract.

**Price:** all the components of the price of the storage service, comprising the Standard Product, Price Supplements associated with the Additional Services and Price Supplements specified in article 12 and article 13 of the General Terms and Conditions.

**Price Supplement:** a component of the Price, as defined in article 13 of the General Terms and Conditions.

**Prudent and Reasonable Operator:** a person acting in good faith with the intention of fulfilling his contractual obligations and who to that end exercises the abilities, diligence, prudence and forethought usually exercised by a competent and experienced operator involved in the same type of business and acting in accordance with the law and regulations in similar circumstances and conditions.

**Public Auction:** auction procedure allowing the subscription of storage capacities, in accordance with article L421-5-1 of the Energy Code.

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## Q

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**Quantity of Gas:** quantity of energy expressed in MWh (GCV), given to the nearest hundred kWh, contained in a given quantity of Gas.

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## R

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**Rate of Service:** for each Customer and a given Day, the ratio of the Daily Available Withdrawal Capacity to the Daily Withdrawal Capacity or the ratio of the Daily Available Injection Capacity and the Daily Injection Capacity.

**Reference Price:** reference price for a given day is equal to the quoted price of gas for the Day under consideration, expressed in € per MWh (GCV). It corresponds to the PEGAS® Spot PEG EOD (End Of Day Price) for Day-Ahead (DA) and Weekend (WE) products expressed in euros per MWh at 25°C.

**Reference Stock:** estimated quantity of Gas the Storage Facility contains for one Day. It is calculated according to previous day's Stock and the Day's schedule. This quantity is calculated in Appendix C "Operational Storage Procedures".

**Rules for Determining Quantities:** all rules determining the Daily Injected or Withdrawn Quantities as specified in Appendix C "Storage Operational Conditions".

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## S

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**Scale of Charges:** the document summarising the unit prices and price supplements in effect. The Scale of Charges is given in Appendix A.

**Scheduling:** procedure described in Appendix C "Storage Operational Conditions".

**Seasonal Injection and Withdrawal Forecast:** forecast sent by the Customer to the Storage Facility Manager under the conditions stated in Appendix C "Operational Storage Procedures".

**Special Situation:** a situation resulting from the application of article 17 (Force Majeure), article 8 (Maintenance of the Storage Facility) or article 10 (Security - Operational Instructions) of the General Terms and Conditions.

**Standard Product:** the Storage Facility Manager's core storage service under the Contract. The features are specified in Appendix B "Physical Features of the Storage Facility".

**Stock:** quantity of Gas the Storage Facility is deemed to contain for one Day under the Contract; this quantity is determined by the Storage Facility Manager pursuant to Appendix C "Operational Storage Procedures".

**Stock Level:** quotient expressed as a percentage defined each Day, corresponding to the ratio between the Stock of the Day and the Storage Capacity.

**Stock Transfer Unit Rate (STUR):** portion of the Price defined in article 12.2.1.

**Storage Capacity:** the maximum quantity of Gas that the Customer can ask the Storage Facility Manager to keep in Storage on its behalf. It is equal to the total of the valid Unit Storage Capacities of the Storage Units to which the Customer subscribed under the Contract.

**Storage Data Declaration Service:** optional service provided by the Storage Facility Manager and described in article 11.1, concerning the declaration made on the Customer's behalf to the Agency for the Cooperation of Energy Regulators (ACER) about the Quantity of Gas that the Customer has stored at the end of each Day.

**Storage Facility:** collection of structures, facilities and technical or information-technology systems operated by or under the responsibility of the Storage Facility Manager, including in particular the Izaute and Lussagnet underground aquifer storage facilities. Storage is connected to the Transmission Network at the Storage Transport Interface Point.

**Storage Facility Manager (SFM):** any legal or natural person responsible for operating, maintaining and developing the Storage Facility and/or the holder of the administrative permits and/or owner of the Storage Facility and party to the Contract.

**Storage Facility User:** any person or entity delivering natural gas to the Transport Network Manager at the Transport/Storage Interface Point or removing natural gas delivered by the Transport Network Manager at the Transport/Storage Interface Point. A Storage Facility User may be the Customer, any other customer or indeed the Transport Network Manager.

**Storage Unit:** a unit made up, in the case of a Standard Product, of a Storage Unit Capacity, a Daily Nominal Unit Withdrawal Capacity and Daily Nominal Unit Injection Capacity.

**Storage Unit Capacity:** the maximum quantity of Gas that the Customer can ask the Storage Facility Manager to store in Storage on the Customer's behalf, in respect of a Storage Unit for a Standard Product to which the Customer subscribes, subject to the application of the provisions of the Contract. This quantity is specified in Appendix B "Physical Features of the Storage Facility".

**Storage Unit Price (SUP):** price specified in article 12.1 and in the Scale of Charges.

**Storage Unit Transfer Unit Rate (SUTUR):** portion of the Price specified in article 12.2.2.

**StorageExpand :** Optional service provided by the Storage Facility Manager and described in article 11.4, aiming to allow the Customer to have more than 100% of gas in stock for the first two months of the year of storage

**Summer:** the period beginning at 6:00 a.m. on 1 April of one year and ending at 6:00 a.m. on 1 November of the same year.

**Supplementary Conditions:** section of the Contract in which the following are determined, among others: the values of the Daily Nominal Injection and Withdrawal Capacities, the values of the Storage Capacities, and the components that go into determining the Price of the service provided under the Contract.

**Supplier:** Legal entity, holder of an authorisation to Supply issued by the ministry in charge of energy, which carries out the supply of natural gas within the framework of a supply contract.

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## T

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**Transport Network:** all the structures, facilities and systems operated by or under the responsibility of the Transport Network Manager that do not belong to the Storage Facility and that are connected to the Storage Facility by the Transport/Storage Interface Point.

**Transport Network Manager (TNM):** legal or natural person responsible for designing, building, commissioning, operating, maintaining and developing the Transport Network.

**Transport Storage Interface Point:** the interconnection point with the Transport Network at which the Customer and the Storage Facility Manager provide each other with the Gas for injection into or Withdrawal out of Storage under the Contract.

**Total Operational Capacity Limits (TCL):** maximum quantities of Gas that the Customer may be allocated unconditionally by the Storage Facility Manager to inject and/or withdraw, calculated every Day according to Stock, Minimum and Maximum Stock, Daily Injection and Withdrawal Capacities, and Scheduled Daily Injection and Withdrawal Quantities. These quantities are specified in Appendix C "Storage Operational Conditions".

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## U

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**Unavailability Rate:** for each Day, the difference between 1 (one) and the Rate of Service.

**Use it and Buy It (UBI):** daily offer of availability of capacities subscribed but not used by the holders of the capacity. This offer is an interruptible Additional Service.

**Unit Price of Increase of the Maximum Percentage of gas in stock (TUAPMGS):** price specified in the Scale of Charges

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## V

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**Validity End Date:** the Date from which the obligations of the Storage Facility Manager with regard to a Storage Unit are no longer in effect. The Validity End Date of each Storage Unit is defined in the Supplementary Conditions.

**Validity Start Date:** the Date from which the obligations of the Storage Facility Manager with regard to a Storage Unit come into effect. The Validity Start Date of each Storage Unit is defined in the Supplementary Conditions.

---

## W

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**Week:** a period of seven (7) consecutive Days, beginning at 6:00 (six) a.m. on Monday and ending at 6:00 (six) a.m. on the following Monday.

**Weekly Injection and Withdrawal Forecast:** forecast sent by the Customer to the Storage Facility Manager under the conditions stated in Appendix C "Operational Storage Procedures".

**Winter:** the period beginning at 6:00 a.m. on 1 November of one year and ending at 6:00 a.m. on 1 April of the following year.

**Withdrawal Capacity Development Factor:** for each Standard Product on a given Day, a coefficient expressed as a percentage of between 0 and 100 inclusive, used to take into account the physical Withdrawal limits due to the Stock Level, as defined in Appendix B "Physical Features of the Storage Facility".

**Withdrawn Quantity Rate (WQR):** portion of the Price defined in article 12.1.

**Withdrawn Quantity Unit Price (WQUP):** price specified in the Scale of Charges.

## ARTICLE 2 SCOPE AND APPLICABILITY OF GENERAL TERMS AND CONDITIONS

This Contract defines the terms and conditions under which the Storage Facility Manager:

- authorises access to the Storage Facility;
- undertakes to withdraw Quantities of Gas delivered to it by the Customer at the Transport/Storage Interface Point for injection into the Storage Facility and to return to the Customer at a later date, at that same point, the same quantities of Gas as those previously delivered by the Customer after withdrawal from the Storage Facility;
- authorises Customers to exchange storage capacities and Quantities of Gas in stock.

Unless specifically stated otherwise in the Contract, the Customer retains ownership of the Gas Quantities which it delivered to the Storage Facility Manager at the Transport/Storage Interface Point in order to be injected into the Storage. The Storage Facility Manager may not in any circumstances freely dispose of the Gas Quantities injected into the Storage on behalf of the Customer.

These General Terms apply to all storage products and services for natural gas sold by TERÉGA and govern all Supplementary Conditions signed by the Customer.

## ARTICLE 3 TERM

Unless specifically stated otherwise in the Supplementary Conditions, the Contract comes into effect on the day it is signed, as per article 4.2.

The Contract is concluded for an indefinite period in accordance with the provisions given in article 22 hereunder.

Any reductions to or interruptions of the services provided by the Storage Facility Manager shall have no effect on the date of expiry of the Contract.

# CHAPTER II

## GENERAL OPERATIONAL PROVISIONS

### ARTICLE 4 SUBSCRIPTION FRAMEWORK FOR STORAGE CAPACITIES

#### 4.1 Storage Units

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In compliance with the Marketing Rules for storage capacities, the Customer subscribes to a whole number of Storage Units, as defined in the Supplementary Conditions. Each Storage Unit is made up of:

- one Storage Unit Capacity;
- a Daily Nominal Unit Injection Capacity;
- a Daily Nominal Unit Withdrawal Capacity.

The characteristics of the aforementioned Capacities of a Storage Unit shall be determined by the Standard Product and may not be amended by the Customer.

If Storage Units of various Standard Products have been subscribed, the Customer benefits from the Joint Management of the associated capacities:

- the Storage Capacity, Daily Nominal Injection Capacity and Daily Nominal Withdrawal Capacity resulting from the Joint Management are equal to the sum of the Storage Capacity, Daily Nominal Injection Capacity and Daily Nominal Withdrawal Capacity of each of the Standard Products to which the Customer subscribed;
- The characteristics of the aforementioned Capacities result from the aggregation of the characteristics of the Storage Unit capacities of each Standard Product to which the Customer subscribed;
- Daily Injection and Withdrawal Capacities resulting from the Joint Management are optimised in accordance with a calculation algorithm which, for a given Stock Level, maximises the Development Factors for the Injection and Withdrawal Capacities.

#### 4.2 Prerequisites

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The Storage Facility Manager is not required to fulfil his obligations under the Contract or one of its riders concerning Storage Units unless the Customer has supplied the Storage Facility Manager with:

- a copy of its permit to supply natural gas in France, if current legislation in France requires the Customer to hold such a permit;
- the Guarantee mentioned in article 14.1 below, or an adjustment of the said Guarantee.

If the Customer fails to supply the above within thirty (30) days of signing the Contract or the rider, the Storage Facility Manager may terminate the Contract or the rider, without the need



for any legal formalities or payment of compensation. The Customer nevertheless remains liable for the payment of the Price for each Storage Unit assigned in the context of the Public Auction.

### 4.3 Period of validity of the Storage Units

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The Supplementary Conditions or the Capacity Booking Slips stipulate the Start and End Dates of the Period of Validity for Storage Units.

The Validity End Date of a Storage Unit is 31 March of a given year, unless otherwise specified in the Supplementary Conditions or in the Capacity Booking Slips.

Any reductions to or interruptions of service shall have no effect on the Validity End Date of a Storage Unit.

### 4.4 Change in the number of Storage Units subscribed

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Barring provisions specified in article 4.5 of the General Terms and Conditions, the Storage Facility Manager is not required to accept a reduction in the number of Storage Units subscribed by the Customer or a reduction in their Period of Validity.

The Storage Facility Manager may, in compliance with the Marketing Rules for storage capacities, agree to an increase in the number of Storage Units subscribed by the Customer, on the proviso that the new Period of Validity of such Storage Units extends to 31 March after the date of the said request and subject to the number of Storage Units available.

Any change in the number of Storage Units or in the Term of Validity of a Storage Unit will be set out in a rider to the Contract and will take effect only once the conditions stated in article 4.2, above, are fulfilled.

Any increase or decrease in the number of Storage Units will entail a proportional increase or decrease in the corresponding Annual Subscription Rate due by the Customer.

### 4.5 Transfer of Storage Units

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The Customer shall only be entitled to transfer to or receive one or more Storage Units from a Storage Facility User with the prior consent of the Storage Facility Manager, which may only refuse on reasonable grounds. Should the Customer breach this provision, the Storage Facility Manager may terminate the Contract ipso jure, with no advance notice or compensation.

The transferor and the transferee of Storage Units shall each separately send the Storage Facility Manager a written request by e-mail or letter specifying:

- their respective identity,
- the whole number of Storage Units transferred,
- the effective date of the transfer, which can be only the first Day of a Month,
- the effective end date of the transfer, which can only be 31 March of any year,
- the Standard Product in question.

Any transfer requests by the transferor, as well as their confirmation by the transferee, must reach the Storage Facility Manager at least three (3) days before the effective date of the transfer. Any request made less than three (3) days before the effective date of the requested transfer can only be honoured on the first Day of the Month following the effective date of the

requested transfer. The Storage Facility Manager undertakes to respond to a capacity sale request within three (3) business days of receipt of the transferee's request.

From the effective date of the transfer, the Storage Units to which the transferor and the transferee subscribed shall be adjusted accordingly, the transferor and transferee being responsible for meeting their contractual obligations thereafter, particularly those relating to the Minimum Stock and Maximum Stock. A transfer is free of charge for both the transferor and the transferee.

The transfer of a Storage Unit will be valid only as of the signing of a rider to the transferor's and to the transferee's contracts and the fulfilment by the transferor of the terms specified in article 4.2 above. The transferor shall then be released from his obligations in respect of the transferred Storage Units for the term of validity of the transfer. The Transferee then assumes all the obligations and responsibilities relating to the Storage Units with regard to the Storage Facility Manager during that period.

If the period of validity of the transfer is less than the Period of Validity of one or more of the Storage Units in question, and unless a new transfer is made in accordance with the provisions of this article prior to the end of the period of validity of the transfer, the Storage Units in question will be automatically re-allocated to the initial transferor.

## ARTICLE 5 GAS REMOVAL AND DELIVERY

### 5.1 Storage Facility Manager's Obligations

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Under the terms of Appendix C "Operational Storage Procedures", and subject to Special Situations, the Storage Facility Manager undertakes to withdraw the Gas Quantities delivered by the Customer at the Transport/Storage Interface Point and to make available to the Customer at that same point, the Gas Quantities that the Customer wishes to withdraw, within the limits and subject to the conditions defined in this article.

#### 5.1.1 LIMITATIONS ON DAILY INJECTION AND WITHDRAWAL CAPACITIES

The Storage Facility Manager is not required to withdraw from the Transport/Storage Interface Point, on any Day whatsoever, a Quantity of Gas in excess of the Daily Injection Capacity, nor to withdraw from the Transport/Storage Interface Point, at any given Hour, a Quantity of Gas in excess of one twenty-fourth (1/24th) of the Daily Injection Capacity.

The Storage Facility Manager is not required to deliver at the Transport/Storage Interface Point, on any Day whatsoever, a Quantity of Gas in excess of the Daily Withdrawal Capacity, nor to deliver at the Transport/Storage Interface Point, at any given Hour, a Quantity of Gas in excess of one twenty-fourth (1/24th) of the Daily Withdrawal Capacity.

The Daily Injection or Withdrawal Capacities specified in this article 5.1.1 may be reduced in the event of Special Situations. If the Storage Facility Manager does implement such reductions at the Transport/Storage Interface Point, the Storage Facility Manager's obligations of removal or provision are reduced accordingly. Unless otherwise specified, the Customer's obligations, particularly the obligations to pay the Price, are not amended as a result of such implementation. Any such reduced capacities form the Daily Capacities Available for Injection or Withdrawal.

### **5.1.2** LIMITATIONS ON MAXIMUM AND MINIMUM STOCKS

The Storage Facility Manager is not required to withdraw from the Transport/Storage Interface Point, on any Day whatsoever, a Quantity of Gas that would cause the Stock to exceed the Maximum Stock for the Day in question.

The Storage Facility Manager is not required to deliver to the Transport/Storage Interface Point, on any Day whatsoever, a Quantity of Gas that would cause the Stock to fall below the Minimum Stock for the Day in question.

In Special Situations the Maximum Stock may be reduced, and the Minimum Stock increased, in which case the Storage Facility Manager's obligations (removal or provision for delivery) shall be modified accordingly. Unless otherwise specified, the Customer's obligations, particularly the obligations to pay the Price, are not amended as a result of such implementation.

### **5.1.3** LIMITATIONS RESULTING FROM SCHEDULING

#### **5.1.3.1** Limitations resulting from the Storage Facility Manager's Scheduling

The Storage Facility Manager is not required to:

- Deliver or withdraw, on any given Day at the Transport/Storage Interface Point, a different Quantity of Gas from the Daily Scheduled Withdrawal or Injection Quantity at that point for the Day concerned, pursuant to Appendix C of the General Terms and Conditions;
- Deliver or withdraw, in any given Hour at the Transport/Storage Interface Point, a Quantity of Gas different from one twenty-fourth (1/24th) of the Daily Scheduled Withdrawal or Injection Quantity at that point for the Day concerned at the said point, pursuant to Appendix C of the General Terms and Conditions.

#### **5.1.3.2** Limitations resulting from the Transport Network Manager's Scheduling

The Storage Facility Manager is not required to withdraw from or deliver to the Transport/Storage Interface Point, on any Day whatsoever and in any Hour whatsoever, a Quantity of Gas different from the daily quantity scheduled for withdrawal from or delivery to that point for that Day and that Hour by the Transport Network Manager on behalf of the Customer.

### **5.1.4** IMPLEMENTATION OF LIMITATIONS

The Storage Facility Manager may take any measures deemed necessary to avoid withdrawing or delivering, on any Day whatsoever and in any Hour whatsoever, a Quantity of Gas that exceeds any of the limitations specified in this article 5, without the Customer being able to claim any loss as a result.

## **5.2** Obligations of the Customer:

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### **5.2.1** REMOVAL AND DELIVERY OBLIGATIONS

The Customer undertakes to deliver to, or as the case may be to withdraw from, the Transport/Storage Interface Point, on a given Day, Quantities of Gas compliant with the

Maximum Stock and the Minimum Stock for the Day in question without exceeding the Daily Injection or Withdrawal Capacities.

If the Storage Facility Manager does reduce capacities as specified in article 5.1.1 "Limitations on Daily Injection and Withdrawal Capacities", the Customer undertakes to nominate its withdrawals or deliveries of Gas vis-à-vis the Transport Network Manager in accordance with the values stated in the notices sent to the Customer by the Storage Facility Manager.

### **5.2.2** CUSTOMER'S OBSERVANCE OF SCHEDULING

The Customer undertakes to deliver to the Storage Facility Manager, at the Transport/Storage Interface Point, each Day, the Daily Quantity Scheduled for Injection at that point for the Day in question.

The Customer undertakes to withdraw, from the Transport/Storage Interface Point, each Day, the Daily Quantity Scheduled for Withdrawal from that point for the Day in question.

## **ARTICLE 6 DETERMINATION OF ALLOCATED QUANTITIES**

The Stock of the Day is equal to the Initial Stock on the effective start date of the Contract, or, for other Days, to the Stock of the previous Day plus:

- the Daily Quantity Received,
- the Daily Quantity Injected at the Transport/Storage Interface Point,
- the Daily Quantity Sold by the Storage Facility Manager on the Day in question to cover a Minimum Stock Overrun on the Day in question,

And minus:

- the Daily Quantity Transferred on the Day in question,
- the corresponding Daily Quantity Withdrawn at the Transport/Storage Interface Point,
- the Daily Quantity Purchased by the Storage Facility Manager for the Day in question to cover a Maximum Stock Overrun on the Day in question.

## **ARTICLE 7 TRANSFERS OF GAS IN STOCK BETWEEN USERS OF THE STORAGE FACILITY**

The Customer may notify the Storage Manager of a Quantity of Gas that he plans to transfer to another Storage Facility User ("Daily Quantity Requested for Transfer") or to acquire from another Storage Facility User ("Daily Quantity Requested for Receipt").

These transfers or acquisitions of Quantities of Gas in Stock do not release the Storage Users concerned from their contractual obligations, in particular relating to the Minimum Stock and the Maximum Stock.

The transferor and transferee must each separately send the Storage Facility Manager a written request by letter and e-mail, specifying:

- their respective identities and their position as transferor or transferee;
- the whole number of MWh sold, expressed at 25°C;
- the desired date of effect of the transfer;
- the Standard Product in question.

All transferor requests and transferee confirmations must reach the Storage Facility Manager by letter and e-mail at least three (3) days before the effective date of the transfer. The Storage Facility Manager undertakes to respond to the transferor's request and the transferee's confirmation within three (3) business days of receipt thereof.

No rider is added for this purpose.

If the Daily Quantity Requested for Receipt or Transfer between the Users of the Storage Facility risks leading their Stock to exceed their Maximum Stock or fall below their Minimum Stock, the Storage Facility Manager will do his utmost to inform the these Users of the risk of a Stock Overrun and will agree to receive, within a short time as indicated by the Storage Facility Manager, a request to modify the Daily Quantity Requested for Receipt or Transfer. The Storage Facility Manager may consequently agree to modify the Daily Quantity Requested for Receipt or Transfer, if the request does not increase the risk of a Stock Overrun of either of the said users of the Storage Facility.

If thereafter the said Users of the Storage Facility do not modify their Daily Quantity Requested for Receipt or Transfer, or if their requested modifications do not reduce the risk of a Stock Overrun, the Storage Facility Manager will buy or sell Gas to the said Users of the Storage Facility under the conditions applying in case of a Maximum or Minimum Stock Overrun as per article 14.2.3. of the General Terms and Conditions.

Under the terms of Appendix C "Operational Storage Procedures", the Storage Facility Manager notifies Storage Facility Users of the Daily Quantity Scheduled for Receipt or Transfer.

The "Daily Quantities Transferred" are equal to the Daily Quantities Scheduled for Transfer. The "Daily Quantities Received" are equal to the Daily Quantities Scheduled for Receipt.

The completion of a transfer of Quantities of Gas in Stock is free of charge.

## ARTICLE 8 STORAGE FACILITY MAINTENANCE

### 8.1 Common rules

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The Storage Facility Manager may reduce Daily Injection and Withdrawal Capacities for the time needed to carry out Maintenance Operations on the facilities under the terms of this article. The Storage Facility Manager will endeavour to minimise the consequences of Maintenance Operations on the Users of the Storage Facility.

The Storage Facility Manager shall make every effort to inform the Customer as soon as possible of any Maintenance Operations that may affect due performance of the Contract.

In compliance with the legal and regulatory obligations that apply to the Storage Facility Manager at the time of the completion of these operations, the Storage Facility Manager apportions the consequences of these operations to all the Users of the Storage Facility in a non-discriminatory manner.

Subject to the Storage Facility Manager complying with the conditions stated in articles 8.2.1 and 8.3.1 below, the Storage Facility Manager's obligations shall be suspended for the length and within the limit of the impact of the Maintenance Operations on its obligations, the Customer not being released from its obligations to pay and may not claim any compensation other than the fixed-sum compensation specified in article 8.3.2 of the General Terms and Conditions.

For a given Day D, if the sum of Unavailable Withdrawal and Injection rates exceeds one (1), then the total unavailability rate for Day D shall be deemed to be equal to one (1).

## **8.2 Scheduled Maintenance Operations**

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### **8.2.1 NOTICE OF SCHEDULED MAINTENANCE OPERATIONS**

Should Maintenance Operations be likely to affect due performance of the Contract and to be scheduled in advance by the Storage Facility Manager, the latter undertakes to inform the Customer thereof as soon as possible and no later than sixty (60) days before the scheduled start of the said operations, and will send the Customer the estimated start and end dates of these operations and a best estimate of the minimum values of the Daily Capacities Available for Injection and Withdrawal during the said period of maintenance. The Storage Facility Manager informs the Customer of any changes to these estimated dates and estimates as and when the estimated Maintenance Operations change.

No later than five (5) days before the Day(s) affected by Maintenance Operations, the Storage Facility Manager notifies the Customer of the extent and time during which his injection and withdrawal obligations will be affected and informs the Customer, if these values differ from those previously notified, of the Daily Available Injection and Withdrawal Capacities for the Day(s) concerned.

### **8.2.2 OVERRUN OF SCHEDULED MAINTENANCE OPERATIONS**

The Customer may not invoke any loss as a result of scheduled Maintenance Operations. However, if the total Unavailability Rate for each Day D affected by a Maintenance Operation exceeds fifteen (15) per period of twelve (12) consecutive months, the Storage Facility Manager notifies the Customer of the unavailability rates for each Day of Maintenance Operations exceeding this bound, as per the article entitled "Unscheduled Maintenance Operations".

## **8.3 Unscheduled Maintenance Operations**

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### **8.3.1 NOTICE OF UNSCHEDULED MAINTENANCE**

If Maintenance Operations are liable to affect the Contract and are not likely to be scheduled in advance by the Storage Facility Manager within the time limit stated in article 8.2, the latter undertakes to inform the Customer as soon as possible and notifies the Customer of the Daily Available Injection and Withdrawal Capacities on the Day concerned.

### 8.3.2 CUSTOMER COMPENSATION IN THE EVENT OF AN OVERRUN OF UNSCHEDULED MAINTENANCE

The Customer may not claim any loss as a result of unscheduled Maintenance Operations. However, from the date on which the total Unavailability Rate for each Day on which unscheduled Maintenance Operations effectively has an impact exceeds fifteen (15) per period of twelve (12) consecutive months, the Storage Facility Manager will pay the Customer, at the latter's request, a daily fixed-sum compensation equal to the product of the recorded Unavailability Rate multiplied by one three hundred and sixty-fifth (1/365th) of the Annual Subscription Rate.

In accordance with Deliberation n ° 2020-011 of the Energy Regulatory Commission of 23 January 2020 deciding on the tariff for the use of underground natural gas storage infrastructure, the penalty will be calculated on the basis of the amount due by the client for the duration of the restriction and the restriction rate:

- In the event of a restriction in withdrawal capacities during the gas winter period (November - March), the penalty will be equal to the amount owed by the customer over the duration of the restriction, multiplied by the restriction rate.
- In the event of a restriction in injection or withdrawal capacities during the gas summer period (April - October), the penalty will be equal to half the amount owed by the customer over the duration of the restriction, multiplied by the restriction rate.

For example, in the case of a 20% restriction of the withdrawal capacity during the whole of a gas winter month, the penalty will be  $20\% * 1 * 1/12 * \text{total cost of the capacity purchased by the customer}$ .

## ARTICLE 9 INTERCONNECTION WITH THE TRANSPORT NETWORK

The Storage Facility Manager shall operate and maintain the structures for interconnection with the Transport Network, under an Interconnection Agreement entered into with the Transport Network Manager.

The Storage Facility Manager's obligations with regard to the characteristics of the Gas withdrawn and injected at the Transport/Storage Interface Point are defined by this Interconnection Agreement.

The Storage Facility Manager's obligations stipulated in an Interconnection Agreement are established exclusively for the benefit of the Transport Network Manager and provide the Customer with no rights. The Customer waives any recourse against the Storage Facility Manager as a result of non-compliance by the Transport Network Manager with those obligations under an Interconnection Agreement.

The Storage Facility Managers holds the Customer harmless against any recourse by the Transport Network Manager resulting from a breach by the Storage Facility Manager of the obligations in question under an Interconnection Agreement.

## ARTICLE 10 SECURITY - OPERATIONAL INSTRUCTIONS

Notwithstanding any stipulation to the contrary, the Storage Facility Manager, acting as a Prudent and Reasonable Operator, may at any time take any action aimed at protecting the safety and security of the assets and persons and/or the integrity of the Storage Facility and/or aimed at guaranteeing due fulfilment of its legal and regulatory obligations and/or aimed at protecting the environment against serious damage, including any action resulting in a reduction or interruption of Injection or Withdrawal Capacities, as long as it treats all the Users of the Storage Facility in a non-discriminatory manner in compliance with current statutory and regulatory provisions.

The Storage Facility Manager may therefore, in particular, inform the Customer, by any means, of the Operational Instructions that the Customer undertakes to observe.

The Storage Facility Manager's obligations will be suspended for the length and within the limit of the impact of these operations on his obligations, though the Customer cannot claim any loss whatsoever as a result and is not released from his obligation to pay under the Contract.

## ARTICLE 11 ADDITIONAL SERVICES

Additional services offered by the Storage Facility Manager are defined in this article.

### 11.1 Storage Data Declaration Service

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As part of Regulation (EU) No. 1227/2011 of 25 October 2011 on wholesale energy market integrity and transparency (hereinafter the "REMIT regulation") and its implementing Regulation (EU) No. 1348/2014 of 17 December 2014 (hereinafter the "Implementing Regulation"), market participants must declare to the Agency for the Cooperation of Energy Regulators ("ACER") the quantity of Gas that the market participant has stored at the end of the gas day, and shall do so at the latest by the following business day.

This declaration to ACER must be made by the market participants or on their behalf by the storage facility managers.

To enable the Customer to meet his declaration obligation, the Storage Facility Manager offers the Storage Data Declaration Service through which the Quantity of Gas that the Customer has stored in the Storage Facility Manager's installations at the end of each Day is declared to ACER on the Customer's behalf, at the latest by the following business day.

#### 11.1.1 SUBSCRIPTION

The Customer may sign up for the Storage Data Declaration Service at the start of each month whilst the Contract is valid, on the condition that he applies by e-mail to [stockage@terega.fr](mailto:stockage@terega.fr) at least fifteen (10) days prior to the desired start of the service.

#### 11.1.2 COMMITMENT OF THE PARTIES

The Storage Facility Manager undertakes to:



- a) declare to ACER, on the Customer's behalf, the Quantity of Gas that the Customer has stored at the end of each Day, at the latest by the following business day;
- b) The Storage Facility Manager reserves the right to make this declaration via a company registered with ACER as a Registered Reporting Mechanism ("RRM"); where necessary, the Storage Facility Manager would remain responsible for providing the Storage Data Declaration Service;
- c) make available to the Customer on the IRIS extranet portal all data declared to ACER on his behalf as well as the data received from ACER, throughout the duration of the service;
- d) offer the Storage Data Declaration Service in accordance with applicable regulations and ACER's technical specifications throughout the duration of the service;
- e) maintain its RRM status for the duration of the service or, in the event of cessation or suspension, inform the Customer and propose a temporary alternative solution as soon as possible;
- f) inform the Customer, if an interruption to the Storage Data Declaration Service occurs or if a service malfunction is detected, and do its very best to restore the service as soon as possible;
- g) take all necessary steps to ensure the security and reliability of IT flows and protect the confidentiality of the data provided.

The Storage Facility Manager cannot be held responsible in case of:

- the suspension, interruption, temporary unavailability or malfunction of the Storage Data Declaration Service due to a third party action or a case of Force Majeure;
- the disclosure, modification, or any other data handling error following the operations performed by the Storage Facility Manager as part of the Storage Data Declaration Service.

The Customer:

- a) authorises the Storage Facility Manager to declare to ACER, on the Customer's behalf, the Quantity of Gas that the Customer has stored in the Storage Facility Manager's installations at the end of each Day, at the latest by the following business day;
- b) is registered on the Centralised European Register of Energy Market Participants – CEREMP;
- c) undertakes to take all reasonable steps to check the completeness, accuracy and timely presentation of the information that he is declaring via the Storage Facility Manager;
- d) expressly acknowledges that:
  - any declarations that market participants must make at the request of the Energy Regulation Commission, by virtue of article 9.9 of the Implementing Regulation, are excluded from the Storage Data Declaration Service;
  - declarations made to ACER by the Storage Facility Manager as part of the Storage Data Declaration Service are subject to the provisions of article 21 of the General Terms and Conditions of the Contract relating to Parties' confidentiality obligations.

### 11.1.3 TERM

The Storage Facility Manager undertakes to continue providing the Storage Data Declaration Service up until the Contract expiry date, or up until an early termination date if the Customer wants to cancel the service prematurely.

The Customer is able to cancel the service at any moment, provided that he informs TIGF of his wish by e-mail sent to [stockage@terega.fr](mailto:stockage@terega.fr) at least ten (10) days before the desired termination date.

Upon the expiry or cancellation of the service, the Storage Facility Manager:

- no longer declares to ACER, on the Customer's behalf, the Quantities of Gas that the Customer has stored in the Storage Facility Manager's installations;
- keeps a record of the sent data for twelve (12) months, in accordance with RRM specifications. The Customer is able to access this data during this twelve (12) month period. Following this twelve (12) month period, the data is deleted.

## 11.2 Booster Injection

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The Booster Injection is an optional service enabling the Customer to increase their Daily Nominal Injection Capacity.

### 11.2.1 SUBSCRIPTION

The subscription is possible on a monthly and/or daily basis.

a) Monthly subscription:

The subscription is possible for each month M of the Contract's Period of Validity, provided that the request of subscription is done by email at [stockage@terega.fr](mailto:stockage@terega.fr) at least three (3) days before the start of month M.

b) Daily subscription:

The subscription is possible for each gas day D of the Contract's Period of Validity, provided that the request of subscription is done before **8pm** on D-1.

The daily subscription is not possible for gas days impacted by operations of maintenance on the Transport Network or on the Storage Facility, when a notification has been done by the Transport Network operator or by the Storage Facility manager to the Customer.

### 11.2.2 APPLICATION AND TERMS

The Booster Injection applies to the Customer's Daily Nominal Injection Capacity for the given period. The Booster Injection does not modify the Injection Capacity Development factor applicable to this Daily Nominal Injection Capacity.

In his sign up request, the Customer informs the Storage Facility Manager of the requested percentage of increase, between one (1) and **thirty (30)**, to be applied to his Daily Nominal Injection Capacity, and the requested duration of application.

The act of signing up to the Booster Injection leads to the Transport Network Manager automatically allocating the additional output capacity at the Transport/Storage Interface Point towards the Storage Facility resulting from the Customer's request.

The Booster injection is an interruptible service in accordance with the conditions mentioned in article 11.3 hereunder.

### 11.2.3 TERM

Subscription to the Booster Injection is for a minimum of one day.

## 11.3 Conditions of interruptibility

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When the normal operational functioning of the Storage Facility is at risk, the Storage Facility Manager acting as a Prudent and Reasonable Operator may anytime proceed at the activation of the interruptibility of capacity offered through Additional Services.

## 11.4 StoragExpand

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This additional service allows to the Customer who has reserved less than forty (40)% of unit Storage capacity in year N-1 for year N, to have a percentage of gas in stock for the first two (2) month of year N greater than one hundred (100)%.

The applicable daily withdrawal rates are those for year N.

If at the end of the gas day of the thirty-one (31) May of year N, the maximum limit of gas in stock exceeds one hundred (100) percent, the conditions defined in article 13.1 and 14.2.3 of this present contract will be applied.

## 11.5 Flexible Gates

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If operational conditions allow, Teréga may give the Customer the option of increasing the maximum stock levels of standard storage products for July 31 and/or March 31.

At the latest two (2) months before the deadline (ie: on the thirty-one (31) May and on the thirty-one (31) January), Teréga informs the Customer of the possibility of increasing the maximum stock level and provides the maximum value to be taken into account for the current year.

The maximum stock levels can be increased up to:

- 90% for July 31
- 55% for March 31

The Customer can subscribe to the additional service until the 15<sup>th</sup> of the concerned month (ie: the fifteenth (15) July and the fifteenth (15) March) on the condition of making the request by email sent to [stockage@terega.fr](mailto:stockage@terega.fr)

When subscribing, the Customer chooses the maximum stock level he wishes by giving a whole percentage and multiple of 5 (75% - 80% -85% - 90% on July 31 and 45% - 50% -55% to March 31).

# CHAPTER III

## FINANCIAL PROVISIONS

### ARTICLE 12 PRICING

The Unit Prices given below are specified in the Scale of Charges included in Appendix A. The Customer undertakes to pay the Storage Facility Manager the combined total of the prices of the Standard Product and the Additional Services to which he is subscribed.

#### 12.1 Standard Product

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The total price payable by the Customer for a Standard Product is equal to the combined total of the following rates, expressed in euros:

- Fixed Annual Rate (FAR), regardless of the number of Storage Units, as given in the Scale of Charges;
- Annual Subscription Rate (ASR), equal to the product of the Storage Unit Price (SUP), given in the Special Terms, multiplied by the number of Storage Units subscribed under the Contract;
- Injected Quantity Rate (IQR), equal to the product of the Injected Quantity Unit Price (IQUP), given in the Scale of Charges, and the combined total of the Injected Daily Quantities, determined according to Appendix C of the General Terms and Conditions, and the Daily Quantities sold by the Storage Facility Manager to cover a Minimum Stock Overrun in pursuance of article 13.1 of the General Terms and Conditions;
- Withdrawn Quantity Rate (WQR) equal to the product of the Withdrawn Quantity Unit Price (WQUP), given in the Scale of Charges, and the combined total of the Daily Quantities Withdrawn, determined according to Appendix C of the General Terms and Conditions, and the Daily Quantities purchased by the Storage Facility Manager to cover a Maximum Stock Overrun in pursuance of article 13.1 of the General Terms and Conditions.

#### 12.2 Additional Services

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##### 12.2.1 TRANSFER OF QUANTITIES OF GAS IN STOCK

The Transfer of a Quantity of Gas in Stock between two Users of the Storage Facility is free of charge.

##### 12.2.2 TRANSFER OF STORAGE UNITS

The Transfer of Storage Units between two Users of the Storage Facility is free of charge.

### **12.2.3** STORAGE DATA DECLARATION SERVICE

The Storage Data Declaration Service is free of charge.

### **12.2.4** BOOSTER INJECTION

Subscription to the Booster Injection is free of charge. Only the related Transport costs (PITSL) are invoiced at the interruptible daily rate.

### **12.2.5** UBI

Allocation of capacity obtained with UBI is free of charge. Only the related Transport costs (PITSL or PITSE) are invoiced at the interruptible daily rate.

### **12.2.6** STORAGEXPAND

This product is free of charge.

### **12.2.7** FLEXIBLE GATES

The increase in the maximum value of the % of gas in stock on July 31 and March 31 is a chargeable service under the conditions specified below in Article 14.2.4.

## **ARTICLE 13 PRICE SUPPLEMENTS**

### **13.1 Price Supplement for a Minimum or Maximum Stock Overrun**

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Each Day, the Quantity of Gas matching the Maximum Stock Overrun is purchased from, and the Quantity of Gas matching the Minimum Stock Overrun sold to the Customer by the Storage Facility Manager, as specified in article 14.2.3. These are respectively termed "Daily Quantity Purchased" and "Daily Quantity Sold".

The purchases or sales specified above constitute the only compensation which the Storage Facility Manager may claim with respect to a Maximum or Minimum Stock Overrun.

### **13.2 Limitations on Price Supplements for Minimum or Maximum Stock Overruns**

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If all or part of the Daily Quantity Purchased or Sold by the Storage Facility Manager results from Special Situations, the overrun quantities are purchased or sold at the Reference Price for the Day in question.

However, the previous paragraph only applies to the period starting on the Day during which the alleged event or circumstance is declared to the Customer, until the Day immediately following the Day on which that event concluded. If this period exceeds ten (10) days, the Parties agree to meet to examine what follow-up action to take in respect of that event or circumstance.

### 14.1 Guarantee

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#### 14.1.1 FORM AND VALUE OF THE GUARANTEE

The Customer supplies the Storage Facility Manager, within eight (8) days of the date of signing the Contract or rider, with a Guarantee in the form of (i) a security deposit issued to the Storage Facility Manager or (ii) a first demand guarantee based on the template in Appendix 1 of the General Terms and Conditions, issued by a first-rate banking institution based in France and having a minimum long-term credit rating of A (Standard & Poor's) and A2 (Moody's). This credit rating must be maintained for the duration of the contract.

Failing written notification by the Customer on signing the Contract, the latter is deemed to have chosen the security deposit as Guarantee for this Contract.

The Guarantee amount is two twelfths (2/12ths) of the total sum of the Fixed Annual Rates and the Annual Subscription Rates specified in article 12.1 of the General Terms and Conditions. The duration of the first demand guarantee must cover all storage years for which Storage Capacity has been booked through a Public Auction.

#### 14.1.2 DISPENSATIONS

##### 14.1.2.1 First case of dispensation

Notwithstanding the rule stated in article 14.1.1 above, when the Customer has its registered head-office in a European Union country and has a long-term credit rating of at least A+ (Standard & Poor's) or A1 (Moody's), the Customer's Guarantee must amount to one twelfth (1/12th) of the sum of the Fixed Annual Rate and the Annual Subscription Rate specified in article 12.1.

##### 14.1.2.2 Second case of dispensation

Notwithstanding the rule stated in article 14.1.1 above, when the Customer's parent company is a company that has its registered office in a European Union country and a long-term credit rating equal of at least A+ (Standard & Poor's) and A1 (Moody's), and subject explicitly to the prior written consent of the Storage Facility Manager:

- Eighty per cent (80%) of the amount of the Guarantee is subject to a first demand guarantee in the form shown in Appendix 1 of these Terms and Conditions and issued by the Customer's parent company; and
- Twenty per cent (20%) of the Guarantee is the subject of (i) a security deposit issued to the Storage Facility Manager or (ii) a first demand guarantee based on the template in Appendix 1 of the General Terms and Conditions, issued by a first-rate banking institution based in France and having a minimum long-term credit rating of A (Standard & Poor's) and A2 (Moody's).

A given Customer cannot simultaneously benefit from the dispensation stated in article 14.1.2.1 and the one stated in article 14.1.2.2.

Should any one of the conditions governing the dispensations no longer be met, the provisions of article 14.1.1 will once again apply.

#### 14.1.2.3 Third case of dispensation

Notwithstanding the rule stated in article 14.1.1 above, when the Guarantee amount is strictly less than one thousand (1,000) euros, the Customer is exempted from providing the abovementioned Guarantee.

#### 14.1.2.4 Fourth case of dispensation

Notwithstanding the rule stated in article 14.1.1 above, the Customer is exempted from providing the aforementioned Guarantee if he decides to pay to the Storage Facility Manager, upon the signature of the Contract or rider, the full price of the Standard Products and Additional Services subscribed.

### **14.1.3 RENEWAL OF THE FIRST DEMAND GUARANTEE**

In the case of multi-year capacity subscriptions, and when the first demand guarantee is issued for a period that does not cover the totality of storage years with associated bookings, the Customer undertakes to request the renewal of its Guarantee from the bank or its parent company, taking into account any adjustments specified in the Contract and complying with the same rating conditions as those specified in articles 14.1.1 and 14.1.2 above.

If the Guarantee thus renewed does not reach the Storage Facility Manager at least eight (8) business days before the current Guarantee expires, the Storage Facility Manager shall be entitled to invoke the Guarantee and retain the sum as a security deposit until the end of the Contract.

### **14.1.4 ADJUSTING THE AMOUNT OF THE GUARANTEE**

The amount of the Guarantee shall be increased or decreased each year before March 15<sup>th</sup>, to take account of the amendments of the Fixed Annual Rate and the Annual Subscription Rate set in article 12.1.1 of the General Terms and Conditions with multi-year possible bookings. However, the adjustment will only be made when the combined total of the modifications to these Rates leads to an adjustment of the value of the Guarantee that is twenty percent (20%) higher in absolute value than the value of the Guarantee previously in effect.

If the adjusted Guarantee is not delivered to the Storage Facility Manager before April 15<sup>th</sup> each year, the Storage Facility Manager will call the Guarantee and terminate the Contract in the conditions mentioned in article 22 hereunder, after a formal notice notified to the Customer remained unsuccessful during fifteen (15) days.

If all or part of the Guarantee is in the form of a security deposit and the Guarantee amount is increased, the corresponding amount is invoiced by the Storage Facility Manager to the Customer as soon as possible as of the date of signing of the rider to the Contract. The Customer is required to pay the Guarantee by no later than the eighth (8<sup>th</sup>) business day after the invoice is issued.

If the value of the Guarantee is reduced, the amount corresponding to the aforementioned reduction shall be discounted from the invoice or repaid by way of a credit note issued by the Storage Facility Manager in favour of the Customer, after deduction of any amounts remaining payable by the Customer to the Storage Facility Manager under the Contract or under any other contract between the Customer and Storage Facility Manager with regard to its activities as operator of the Storage Facility.

If the guarantee is constituted in the form of a security deposit, this does not bear interest. The security deposit shall be returned by the Storage Facility Manager upon expiry of the Contract,

after deduction of any amounts remaining payable by the Customer to the Storage Facility Manager under the Contract or under any other contract concluded between the Customer and the Storage Facility Manager with regard to its activities as operator of the Storage Facility.



## 14.2 Monthly billing

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### 14.2.1 INVOICE SENDING PROCEDURES

The invoice for any Month M is issued and posted by the Storage Facility Manager to the Customer by the fifteenth (15th) of month M+1 at the latest.

### 14.2.2 CONTESTING AN INVOICE

The invoice for Month M includes:

- for each of the Fixed Annual Rate and the Annual Subscription Rates, an amount equal to one twelfth (1/12th) of the corresponding Rates;
- for each of the Injected and Withdrawn Quantity Rates, the amount equal to the corresponding unit prices multiplied by the total corresponding quantities in Month M;
- for each of the rates for the Transfer of Storage Units and Transfer of Quantities of Gas in Stock as specified in articles 12.2.1 and 12.2.2 of the General Terms and Conditions, the corresponding unit price multiplied by the number of transfers made in Month M;
- where applicable, any reimbursements to the Customer by the Storage Facility Manager in pursuance of article 17 (Force Majeure) and of article 8 (Maintenance) of the General Terms and Conditions;
- the taxes and deductions of the same kind that apply at any time, as specified in article 15 (Taxes and Duties) of the General Terms and Conditions.

The invoice for Month M may be drawn up on the basis of provisional quantities. In that case, the invoice drawn up on the basis of the final quantities is sent by the Storage Facility Manager to the Customer no later than sixty (60) days after the end of the Month in question.

### 14.2.3 INVOICING IN CASE OF MAXIMUM OR MINIMUM STOCK OVERRUNS

Let  $O_d$  be the Maximum or Minimum Stock Overrun for Day D, as specified in articles 13.1 and 13.2 above and recorded in the Final Daily Assessment described in Appendix C.

- if it is a Maximum Stock Overrun,  $O_d$  is equal to the Daily Quantity purchased by the Storage Facility Manager from the Customer;
- if it is a Minimum Stock Overrun,  $O_d$  is equal to the Daily Quantity sold by the Storage Facility Manager to the Customer.

For each Day of Month M, in the event that the Daily Quantity Scheduled for Injection or Withdrawal does not comply with the Total Operational Capacity Limits, as described in Appendix C, and leading to a Maximum or Minimum Stock Overrun  $O_d$ :

- If the  $O_d$  given in the summary drawn up on D+1 > the  $O_d$  given in the summary drawn up in M+1, then the  $O_d$  given in the summary drawn up in M+1 is billed at the penalty price defined below;
- If the  $O_d$  given in the summary drawn up on D+1 < the  $O_d$  given in the summary drawn up in M+1, then the  $O_d$  given in the summary drawn up on D+1 is billed at the penalty price, and the difference [the  $O_d$  given in the summary drawn up in M+1 - the  $O_d$  given in the summary drawn up on D+1] is billed at the neutral price defined below.

For each Day of Month M, in the event that the Daily Quantity Scheduled for Injection or Withdrawal leads to a Maximum or Minimum Stock Overrun  $O_d$  whilst remaining in compliance with the Total Operational Capacity Limits, then the  $O_d$  is billed at the neutral price.

It is specified that:

- the "neutral price" corresponds to the Value of the Reference Price for the Day in question.
- the "penalty price" corresponds:
  - in case of a Maximum Stock Overrun, to fifty percent (50%) of the value of the neutral price, i.e. fifty percent (50%) of the Value of the Reference Price for the Day in question;
  - in case of a Minimum Stock Overrun, to one hundred and fifty percent (150%) of the value of the neutral price, i.e. one hundred and fifty percent (150%) of the Value of the Reference Price for the Day in question.

For a Maximum Stock Overrun, the Customer sends an invoice to the Storage Facility Manager by postal mail, based on the billing information provided by the Storage Facility Manager. He also sends a copy of this invoice by e-mail, including the words "certified true duplicate".

The Storage Facility Manager settles the invoice within the timeframes defined in article 14.4 below.

For a Minimum Stock Overrun, the Storage Facility Manager sends the Customer (by post) a separate invoice, in addition to the invoice whose content is specified in article 14.2.2. This separate invoice is based on details supplied by the Storage Facility Manager. The Storage Facility Manager also sends a copy of this invoice by e-mail, including the words "certified true duplicate".

The Customer settles the invoice within the timeframes defined in article 14.4 below.

#### **14.2.4 INVOICING IN CASE OF SUBSCRIPTION TO THE FLEXIBLE GATES SERVICE**

Let Pm1 be the maximum percentage of gas in stock supplied by the Storage Manager in Annex B for the day of July 31 and / or March 31 of the storage year.

Let Pm2 be the maximum percentage of gas in stock desired by the Customer on July 31 and / or March 31.

The price of the additional service "Flexible Doors" is determined by the following formula:

Price (in €) = Unit Storage Capacity held by the Customer \* (Pm2-Pm1) \* PUAPMGS

with PUAPMGS, the price defined in the Schedule (Annex A of this contract)

Invoicing will be sent to the Customer the month following the subscription of the service.

### **14.3 Payment method**

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Invoices sent to the Customer must be paid by bank transfer.

### **14.4 Payment terms**

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An invoice for Month M must be settled by:

- the twentieth (20th) of the Month following Month M;
- or the tenth (10th) calendar day after the invoice is issued, whichever is later.

If the above deadline is a non-working day in France or in the country where the Customer's bank is located as specified in the Supplementary Conditions, the deadline for payment is extended to the next business day.

A payment is considered to have been made when the Storage Facility Manager's bank account has been credited with the entire balance of the amount invoiced.

#### 14.5 Late payment penalty

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In the absence of the payment for all or part of an invoice within the timeframe indicated in article 14.4 of the General Terms and Conditions, the sums due will by rights be increased, and without the need for formal written notice, by a late penalty based on an interest rate equal to three (3) times the legal interest rate, and calculated on the exact number of days between the payment due date and the actual payment date.

The Customer will also pay the Storage Facility Manager a fixed fee for recovery costs, the amount of which is set by regulations.

#### 14.6 Contesting an invoice

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The Customer has ninety (90) calendar days from receipt of the invoice in which to dispute its amount. After this deadline, the invoice is considered accepted.

If the Customer disputes all or part of the amount of an invoice, he shall supply the Storage Facility Manager with all relevant evidence to support his claim, but must in any case pay the entire amount of the invoice under the conditions set out above, except in the case of an obvious error on the part of the Storage Facility Manager.

## ARTICLE 15 TAXES AND DUTIES

The Parties will each bear the taxes, duties and deductions of the same kind for which they are personally liable in pursuance of the regulations in effect.

The Price stipulated in the Contract is exclusive of any taxes, duties and deductions of the same kind. The amounts payable by the Customer as defined in the Contract shall be increased by any tax or deduction of the same kind payable by the Customer in pursuance of regulations applying at any time.

# CHAPTER IV

## GENERAL LEGAL PROVISIONS

### ARTICLE 16 RIGHTS RELATING TO THE GAS

The Customer certifies that it holds all the necessary permits and rights enabling it to provide or withdraw Gas at the Transport-Storage Interface Point.

The Customer guarantees the Storage Facility Manager against the financial consequences of any third-party claims directly or indirectly relating to the Customer's permits and rights to the Gas delivered to or withdrawn from the Transport-Storage Interface Point.

### ARTICLE 17 FORCE MAJEURE

#### 17.1 Events of force majeure

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The following events, facts and circumstances are deemed cases of Force Majeure with respect to this Contract:

- Any event outside the control of the debtor, which could not be reasonably foreseen at the conclusion of the contract and which effects cannot be avoided by any appropriate measures, and which prevents the execution of the debtor's obligation.
- any circumstances specified below, even if they do not meet all the above criteria, insofar as they affect the Storage Facility Manager and prevent him from meeting some or all of the obligations incumbent on him under the Contract:
  - a strike by personnel,
  - an accident having an impact on operations, such as the breakdown or malfunctioning of a machine, equipment or pipes, which does not result from a maintenance fault or abnormal use of the facilities,
  - non-extension of the concession to operate the Storage Facility, as long as the Storage Facility Manager has done his best to obtain this licence,
  - an event or circumstance having the characteristics defined in this article and preventing the Storage Facility Manager from meeting his obligations under an Interconnection Agreement, - failure of an Adjacent Operator,
  - failure of an Adjacent Operator,
  - fulfilment of public service obligations,
  - natural disaster status, confirmed by a decree from the relevant administrative authorities, under law 82-600 of 13 July 1982,

- o any measures imposed by the Public Authorities relating to National Defence, Security and public service.

The Parties explicitly agree that the reasonable efforts which the Storage Facility Manager is required to make under this paragraph include only the implementation of the reasonable means the Storage Facility Manager possesses in its capacity as a Storage Facility Manager, to the exclusion—among other things – of services pertaining to the conveyance, purchase or sale of gas.

## 17.2 Obligations of the Party claiming the occurrence of a case of Force Majeure

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The Party affected by a case of Force Majeure must so inform the other Party forthwith by any means and must confirm its position as soon as possible by email and registered letter with recorded delivery.

Notice of a case of Force Majeure (and confirmation thereof) given by the affected Party must specify:

- an outline of the alleged event or circumstance,
- the date on which the alleged event or circumstance occurred,
- for the Storage Facility Manager, the foreseeable consequences on Storage Capacity, the Daily Injection Capacity or the Daily Withdrawal Capacity in question,
- for the Customer, the Quantity of Gas that the Customer would have been prevented from supplying to the Storage Facility Manager or from withdrawing at the Transport/Storage Interface Point as a result of the case of Force Majeure.

Acting as a Prudent and Reasonable Operator, the Party that claims the occurrence of a case of Force Majeure shall take any reasonable measures that would contribute to minimising the impact of the case of Force Majeure and to do their utmost to ensure that normal performance of the Contract is resumed as soon as possible.

During the period during which its obligations are suspended, the Party invoking a case of Force Majeure shall inform the other Party of the consequences of the event or circumstance in question on the fulfilment of its obligations, of the measures it intends to take to minimise its impact on the Contract, of the progress of such measures, of the estimated time for resumption of normal performance of its contractual obligations and of the date of cessation of the case of Force Majeure.

## 17.3 Effects of the Case of Force Majeure

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The respective obligations of the Parties under the Contract with the exception of the Customer's obligation to pay the Price stipulated in article 12 above, will be suspended and each Party will not be held liable for their lack of performance in the event of a case of the Force Majeure set out in article 17.1 above, for the term and within the limit of the impact of those Cases of Force Majeure.

In compliance with the statutory and regulatory obligations that apply to the Storage Facility Manager at the time of the case of Force Majeure, and in compliance with the Rules for Determining Quantities, the Storage Facility Manager apportions the consequences of this case of Force Majeure between all the Users of the Storage Facility in a non-discriminatory manner.

When the Storage Facility Manager claims a case of Force Majeure, he may take any measures that he deems necessary to apportion the consequences of the occurrence of the Force

Majeure, particularly a reduction in the Daily Injection and/or Withdrawal Capacities, though the Customer cannot claim any loss as a result thereof.

#### 17.4 Transitional period for restoring Stock Levels

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When a case of Force Majeure is invoked by the Storage Facility Manager and if on the first day following the unexpected occurrence of the case of Force Majeure the Customer finds itself in a position of Minimum or Maximum Stock Overrun, inasmuch as the latter has taken all reasonable measures to meet its contractual obligations, the Parties shall jointly determine a transitional period allowing the Customer to once again meet its Minimum and Maximum Stock obligations.

This transitional period starts on the Day after the effects of the case of Force Majeure cease to exist and ends the Day after the Customer can once again fulfil its contractual Minimum and Maximum Stock obligations.

During the said period, on each Day D, the Customer undertakes to use all of his Daily Available Injection and Withdrawal Capacities as limited by the Total Operational Capacity Limits communicated in the Daily Assessment of D-2, as provided for by Appendix C of the Contract.

If during this transitional period the Customer realises that it will be unable to meet its Minimum and Maximum Stock obligations at the end of the said transitional period despite using all its Daily Available Capacities, the Parties shall meet to set a new end date for the transitional period, in accordance with the stipulations of this article.

Maximum or Minimum Stock Overruns for a Day D between the start and end date of this transitional period are not charged the Price Supplement specified in article 13 of the General Terms and Conditions of the Contract.

If the Parties fail to agree on this transitional period, any Maximum or Minimum Stock Overruns will be charged a Price Supplement as specified in article 13 of the General Terms and Conditions of the Contract.

#### 17.5 Long-term case of Force Majeure

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Where the case of Force Majeure prevents either Party from meeting its obligations for more than thirty (30) consecutive days, the Parties would meet to examine how to adjust their respective obligations under the Contract to make allowance for the new situation.

If within thirty (30) days of the case of Force Majeure the Parties cannot reach an agreement, either Party may then terminate the Contract by registered letter with acknowledgement of receipt, without notice or compensation and without any legal formalities of any kind being required. If relevant, the Customer's Stock shall be bought back under the conditions set out in article 24 (ii) of the General Terms and Conditions. The Customer undertakes to send an invoice to the Storage Facility Manager for this sale in accordance with the aforementioned provisions, at the latest on the tenth (10th) day after the Contract expires.

### 18.1 Third-party liability

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The Storage Facility Manager and the Customer each respectively bear all the financial consequences of the civil liability that they incur pursuant to common law for all losses, of any kind whatsoever, caused to third parties, while the obligations respectively incumbent upon them under this Contract are being performed.

In this respect, the Storage Facility Manager undertakes to guarantee the Customer against any claims made directly against the latter if they result from non-performance or incomplete fulfilment by the Storage Facility Manager of his obligations as defined herein and if the latter has been able in a timely manner to help prepare a legal defence and to take part in the negotiations relating to such claims. Reciprocally, the Customer guarantees the Storage Facility Manager against any claims made directly against the latter if they result from non-performance or incomplete fulfilment by the Customer of his obligations as defined herein and if the latter has been able in a timely manner to help prepare a legal defence and to take part in the negotiations relating to such claims.

### 18.2 Liability between the Parties

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#### 18.2.1 PERSONAL INJURY

Each Party bears the consequences for bodily harm that it, its personnel, subcontractors, suppliers or service providers might cause to the other Party, when fulfilling the obligations incumbent upon it under the Contract.

#### 18.2.2 DAMAGE TO PROPERTY AND CONSEQUENTIAL LOSSES

Each Party bears the consequence of physical damage it causes to property owned by or in the safekeeping of a Third Party, as well as the consequential loss suffered by the other Party, provided this results from total or partial failure to fulfil its obligations under the Contract.

However, each Party's liability in respect of the other by virtue of this article is limited to the maximum amounts specified in article 18.3 of the General Terms and Conditions. Accordingly, each Party waives any recourse against the other Party and/or its insurers for any loss exceeding the said limits. In addition, each Party promises and guarantees to obtain a waiver from its own insurers regarding any recourse under the same terms and limits.

By way of exception, should a case of non-performance of an obligation incumbent on the Storage Facility Manager under the Contract be caused by an act or omission on the part of TERÉGA under the gas transport contract with the Customer, the Parties acknowledge that only the latter contract shall apply to any harmful consequences of the said non-performance.

### 18.3 Limits of liability

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Unless explicitly stated to the contrary, the Storage Facility Manager's liability and that of the Customer, in respect of article 18.2.2, are limited:

- per event, to half the total Fixed and Annual Subscription Rates stated in article 12.1 of the General Terms and Conditions, capped at one million euros (€1,000,000);
- per calendar year, two times the amount defined above.

### 18.4 Insurance

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The Parties shall respectively and at their own expense take out and maintain in a state of validity throughout the entire term of the Contract the insurance policies required to cover the risks for which they are liable under this article.

Each Party undertakes to obtain from its insurers, in this respect, a waiver of the subrogation rights of the said insurers up to the limit of the waivers of recourse specified in article 18.3 and to produce, at the request of the other Party, an insurance certificate that meets the provisions of this article.

## ARTICLE 19 ADAPTATION AND REVISION OF THE CONTRACT

### 19.1 New conditions relating directly to statutory or regulatory provisions

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If new conditions are published by the Storage Facility Manager and relate directly to the introduction of new statutory or regulatory provisions or to a decision from a competent authority, these new conditions will apply as of the effective date specified in these provisions or in this decision and will replace or be added automatically to the conditions of the Contract as of the effective date in question, without any compensation whatsoever, provided they have been published and e-mailed to the competent authorities and to each User of the Storage Facility.

### 19.2 New conditions not relating to statutory or regulatory provisions

---

If new conditions are published by the Storage Facility Manager (e.g.: changes to the physical or commercial characteristics of Storage capacities, or clarifications or amendments made to the Contract to ensure more efficient performance thereof), and if they do not directly relate to the introduction of new statutory or regulatory provisions or to a decision from a competent authority, these new conditions will apply from the effective date specified by the Storage Facility Manager and replace or be automatically added to the conditions of the Contract from the aforementioned effective date without compensation of any kind, provided they have been published and e-mailed to the competent authorities and to each User of the Storage Facility at least forty-five (45) days prior to their effective date.

### 19.3 Adaptation and revision of the Contract

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If the Customer informs the Storage Facility Manager in writing within fifteen (15) days of the date of publication of these new conditions that these conditions will disrupt its business of supplying gas in France and cause economic disruption in the case stated in article 19.1 or serious loss in the performance of the Contract in the case stated in article 19.2, the Parties will meet and jointly agree on any adjustments that may be made to the Contract, in compliance with the principle of non-discrimination between the Users of the Storage Facility. If the Parties fail to agree within forty-five (45) days of the date of publication of the new conditions, the Customer shall be entitled to terminate the Contract, without advance notice and without compensation, as of the effective date of the new conditions.

Where applicable, the Customer's Stock will be bought back under the terms of article 24 (ii) in the case stated in article 19.1 above, or under the terms of article 24 (iii) in the case stated in article 19.2 above. In such a case, the buy-back shall compensate any subsequent loss and each Party waives any recourse against the other with respect to this termination. The Customer undertakes to send an invoice to the Storage Facility Manager for this sale in accordance with the aforementioned provisions, at the latest on the tenth (10th) day after the Contract expires.

## ARTICLE 20 INFORMATION

The Parties shall keep each other informed at all times and as quickly as possible of any event or circumstance or information of any kind whatsoever that might have a significant impact on performance of the Contract.

All notifications in connection with the Contract must be made in writing and are deemed as made and received:

- a) On the same working day when they were delivered by hand;
- b) on the following business day if sent by fax or e-mail;
- c) On the third (3rd) working day after sending if sent by special international courier service; or
- d) On the fifth (5th) working day after sending if sent by registered letter with acknowledgement of receipt.

All notices must be sent to the respective representatives of the Parties, as indicated in the Special Terms and Conditions.

## ARTICLE 21 CONFIDENTIALITY

In accordance with current regulations, the Storage Facility Manager undertakes not to make any improper usage of the commercially sensitive information it has learnt when providing or negotiating access to the Storage Facility.

For the duration of the contract and for one year after it ends for any reason whatsoever, each Party undertakes to maintain the confidentiality of all information of an economic, commercial, industrial, financial or technical nature, irrespective of its nature or medium (hereafter termed "Confidential Information") that it receives from the other Party when preparing and fulfilling the Contract.

The Party receiving such Confidential Information may only use it for the purpose of executing the Contract, and undertakes not to communicate it to any third parties (other than its designated company representatives, employees, directly involved subcontractors or agents, advisers, auditors) without the other Party's prior written consent. The Party receiving such Confidential Information undertakes to enforce this non-disclosure undertaking on its designated company representatives, employees, subcontractors or agents directly involved, advisers and auditors.

The Parties will not be liable for such disclosure if the Confidential information:

- a) is already in the public domain;
- b) was legally obtained from other sources not bound by a non-disclosure undertaking with regard to the Party to the Contract that disclosed the information in question;
- c) must be disclosed to a third party under a legal requirement, or further to court ruling or a decision issued by a competent public authority; or
- d) is disclosed to service providers and consultants directly involved or the Parties' respective auditors inasmuch as such entities or persons are bound by a non-disclosure obligation.

## ARTICLE 22 TERMINATION

In the event of material or repeated breach of the Contract by either Party, and without prejudice to the applicability of penalties specified in the Contract for such breaches or suspension of its own obligations, the other Party may serve the defaulting Party fifteen (15) days' notice of termination hereof ipso jure, without any court formalities, by registered letter with acknowledgement of receipt.

The following instances are treated as amounting to a serious breach of this article:

- the loss or suspension of the Customer's supply authorisation;
- the termination of the Customer's transport contract;
- the non-payment of an invoice after a final request goes unheeded for fifteen (15) days;
- a significant Maximum or Minimum Stock overrun for ten (10) consecutive days not justified by the Customer acting as a Prudent and Reasonable Operator;
- the non-renewal **or non-adjusting** of the guarantee specified in article 14.1, in the event of a multi-year subscription.

## 22.1 Termination for breach of contract by the Customer

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Notwithstanding any provisions to the contrary in the General Terms And Conditions, the amounts corresponding to the combined total of the Annual Subscription Rates for the Storage Units still valid at the time of the termination of the Contract shall be consigned to a bank account specifically opened for this purpose by the Storage Facility Manager.

The Customer undertakes to pay the sums that the Storage Facility Manager determines pursuant to the previous paragraph within no more than 10 (ten) calendar days of receipt of the corresponding invoice from the Storage Facility Manager.

If, during the term of Validity of the Storage Units with time left to run, the Storage Facility Manager manages to market all or part of the Storage Units to which the Customer subscribed, the Storage Facility Manager will reimburse to the Customer, by 1 May of a year at the latest, fifty percent (50%) of the pro-rated combined total of the Annual Subscription Rates for the Storage Units thus marketed the year before. The amounts paid for the Storage Units that could not be marketed, as well as all the interest accrued, will become the property of the Storage Facility Manager as of that same date.

If relevant, the Customer's Stock of Gas shall be bought back by the Storage Facility Manager under the conditions defined in article 24 (i). The Storage Facility Manager waives his right to claim additional damages from the Customer. The Customer undertakes to send an invoice to the Storage Facility Manager for this sale in accordance with the aforementioned provisions, at the latest on the tenth (10th) day after the Contract expires.

## 22.2 Termination for breach of contract by the Storage Facility Manager

---

If the Contract is terminated on the grounds of a breach of contract by the Storage Facility Manager, the Customer is exempted from payment of the combined total of the Annual Subscription Rates for the Storage Units still outstanding when the Contract is terminated.

If relevant, the Customer's Stock of Gas shall be bought back by the Storage Facility Manager under the conditions defined in article 24 (iii), without prejudice to the Customer's option to claim damages. The Customer undertakes to send an invoice to the Storage Facility Manager for this sale in accordance with the aforementioned provisions, at the latest on the tenth (10th) day after the Contract expires.

## 22.3 Termination for absence of subscription

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The Storage Facility Manager or the Customer has the possibility to terminate the Contract anytime and without any notice, by registered letter with recorded delivery, if for a period greater than three (3) years the Customer has not booked any Storage Capacity.

## ARTICLE 23 TRANSFER OF THE CONTRACT

The Customer may transfer the Contract subject to the prior written consent of the Storage Facility Manager, who cannot refuse without reasonable grounds. Should the Customer breach this provision, the Storage Facility Manager may terminate the Contract ipso jure, with no advance notice or compensation.

If the transfer of the Contract is approved by the Storage Facility Manager, it will only be valid as of the signing of a rider to the Contract and the transferee issuing the guarantees specified in article 14.1 of the General Terms and Conditions.

## ARTICLE 24 THE FUTURE OF THE STOCK AT THE END OF THE CONTRACT

If the Customer does not transfer the Gas Quantities in Stock to another User of the Storage Facility within thirty (30) days of the end of the Contract, whatever the reason, or if the Parties cannot agree on arrangements for withdrawing the Gas in Stock within that deadline, the Customer's stock shall be purchased by the Storage Facility Manager:

- a) at fifty percent (50%) of the average Reference Price recorded over the sixty (60) Days prior to the date of termination of the Contract if the Contract is terminated by the Storage Facility Manager through the fault of the Customer in accordance with article 22.1;
- b) at seventy five (75%) of the average Reference Price recorded over the sixty (60) Days prior to the expiry date of the Contract if it ends normally, or the date of termination of the Contract if the Contract is terminated as a result of a long-term case of Force Majeure in accordance with article 17.5, or in pursuance of article 19.3 of the General Terms and Conditions;
- c) at one hundred percent (100%) of the average Reference Price recorded over the sixty (60) Days prior to the date of termination of the Contract if the Contract is terminated by the Customer through the fault of the Storage Facility Manager in accordance with article 22.2, or in pursuance of article 19.3 of the General Terms and Conditions.

## ARTICLE 25 SEVERABILITY

If any one of the provisions of the Contract is declared fully or partially void, the validity of the other provisions of the Contract will not be affected. In this case, the Parties must where possible replace the void provision by a valid provision corresponding to the spirit and purpose of the Contract.

## ARTICLE 26 TOLERANCE

Should one Party tolerate any failure by the other Party to perform its contractual obligations this will in no event be interpreted as a tacit waiver to the benefit of these obligations.

## ARTICLE 27 SETTLEMENT OF DISPUTES

This Contract is governed by French law.

If any dispute arises between the Parties regarding the interpretation or performance of the Contract, the Parties undertake to meet in order to investigate an amicable solution. The claimant Party will send the other Party a recorded delivery letter notifying them of the subject of its claim. Failing agreement within thirty (30) days of the date of the above notice, each of the Parties may bring the matter before the courts with jurisdiction specified in the paragraph below.

For all disputes concerning the Contract and in particular its validity, interpretation, performance, termination and its consequences, the Parties assign sole jurisdiction to the Commercial Court of Paris, and/or at the Standing Committee for disputes and sanctions (CoRDIS).

Notwithstanding any translations that might have been made, whether or not signed, the authentic language for the interpretation and performance of this Contract is French.

\* \* \*

# APPENDIX 1

## INDEPENDENT FIRST DEMAND GUARANTEE

We, the undersigned [xxx],

a public limited company duly incorporated under the law of the Republic [xxx],

whose head office is located at [xxx],

and listed in the Trade & Companies Register of [xxx],

under number [xxx],

(the "Guarantor" or "We"), represented by [xxx],

duly empowered, hereby agree this day to grant TERÉGA, a public limited company with a capital of 17,579,088 euros, having its head office at 40, avenue de l'Europe – CS 20522 – 64010 Pau, listed in the Trade & Companies Register of Pau under number 095 580 841, an independent first demand guarantee covering the obligations of [xxx],

having its head office at [xxx],

and listed in the Trade & Companies Register of [xxx],

under number [xxx],

(the "Customer"), under the Contract [xxx]

reference [xxx],

entered into between [xxx],

and [xxx],

(the "Contract") dated [xxx],

subject to the terms and conditions set out below (the "Guarantee").

The defined terms used herein have the meaning given to them in this Guarantee.

## IT IS AGREED AS FOLLOWS:

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1. We hereby agree, expressly, irrevocably and unconditionally, to pay on first request any sum within the limit of a maximum (as defined below in paragraph 6) which TERÉGA may claim in respect of this Guarantee, with effect from the date referred to in paragraph 3 below and for the entire period of the Guarantee as referred to in paragraph 3 below.
2. The Guarantee must be invoked by TERÉGA sending the Guarantor a written request. The Guarantor acknowledges and accepts that this request will be sufficient to operate the Guarantee within the limit of the maximum sum (as defined below in paragraph 6). This request must indicate the sum demanded in respect of the Guarantee; TERÉGA may send several such requests in respect of the Guarantee to the extent that the total of the sums paid accordingly by the Guarantor at TERÉGA's request does not exceed the maximum sum defined below in paragraph 6.
3. The Guarantee constitutes an independent guarantee; it is independent of the Customer's obligations under the Contract. The Guarantor hereby expressly and irrevocably waives its right to rely on any present, past or future relationship between the Customer and TERÉGA or between the Customer and the Guarantor with the aim of objecting to the payments provided in paragraph 1 above.

The Guarantee takes effect from: [effective date of the Contract]

The Guarantee ends on: [expiry date of the Contract plus three months]

4. As the Guarantee is autonomous, the Guarantor acknowledges and accepts that it will remain bound by its obligations as Guarantor in respect of the Guarantee regardless of the validity or absence of validity of the Contract.
5. The Guarantor hereby represents and warrants that:
  - it is a company: [xxx],  
duly incorporated in accordance with the laws of the Republic: [xxx],  
having a legal personality and full legal capacity and power to conduct the business in which it is currently engaged, to provide the Guarantee and meet all its obligations in respect of the Guarantee;
  - that: [name of Guarantor's representative] is duly authorised to sign the Guarantee.
- 5.1. The Guarantor may not assign any of its rights or obligations in respect of the Guarantee without the prior written agreement of TERÉGA.
- 5.2. Subject to the Guarantor's prior consent, TERÉGA may assign some or all of its rights under Guarantee, on the understanding that the Guarantor must justify any refusal with reasonable and legitimate reasons. Any reference to TERÉGA in the Guarantee includes its assigns, heirs and successors (following any assignment or transfer whatsoever).
- 5.3. All payments having to be made by the Guarantor in respect of the Guarantee will be:
  - made within the time-scales and at the places indicated in the request which TERÉGA may issue in accordance with paragraph 2 above and, at all events,

no later than five business (5) days following receipt by the Guarantor of the request;

- o free of all dues, taxes or expenses of any sort (present and future) which might otherwise be deducted, debited or retained;
- o and free of any offsetting or counter-claim relating to any sum that might be due by TERÉGA to the Guarantor in respect of any other contract or legal relationship.

6. The maximum sum is: [in letters and figures] euros.

7. No waiver of the implementation of one or more of the provisions in the Guarantee will be valid unless formulated in writing and signed by TERÉGA. No delay or objection on the part of TERÉGA shall amount to any waiver or be interpreted as such. The rights and powers in respect of the Guarantee supplement, and cannot exclude or replace, those conferred on it by law, by any other contract or any other security in favour of TERÉGA.

8. All notifications or correspondence under or in connection with the Guarantee must be sent by fax or by registered letter with acknowledgement of receipt to the following addresses:

- relating to the Guarantor:

Name: [xxx]

Address: [xxx]

For the attention of: [xxx]

Telephone number: [xxx]

Fax number: [xxx]

- relating to TERÉGA:

Address: [xxx]

For the attention of: [xxx]

Telephone number: [xxx]

Fax number: [xxx]

9. The Guarantee will be governed and interpreted in accordance with French law. Any disagreement regarding the Guarantee shall be referred to the Commercial Court of Paris.

Signed in [xxx], on [Date]

Guarantor's Signature: [Name of Guarantor]

acting by: [Name of Guarantor's representative]