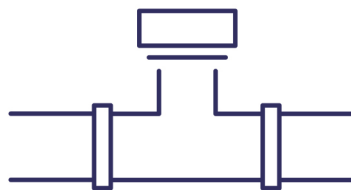




# NATURAL GAS TRANSMISSION CONTRACT

## SPECIAL TERMS AND CONDITIONS



Version dated [01/04/2021]

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## 2 RECITALS

- A. The Transmission System Operator has a network of pipelines on French territory for carrying natural gas;
- B. The Shipper has asked the TSO to carry quantities of natural gas on its Transmission Network.

It has had the opportunity to ask all relevant questions enabling it to subscribe, under its sole responsibility, the service(s) of its choosing as described in the Sections below.

The Shipper, in accordance with the provisions of article 4 of the General Terms, has proved its right to access the transmission network and warrants it has ascertained that there is a valid Connection Contract for each Consumer Interconnection Point referred to in the Contract.

Terms beginning with an Uppercase letter are defined under the heading 'Definitions' of the General Terms of the Transport Contract.

Whereupon, the following has been agreed:

## 3 CONTRACTUAL DOCUMENTS

The Contract, as defined in Article 1 of the General Terms and Conditions published on the website [www.terega.fr](http://www.terega.fr), consists of a number of contractual documents with which the Shipper undertakes to comply.

In case of contradiction between the provisions contained in the General Terms and those contained in the Special Terms, the Special Terms shall prevail.

## 4 PURPOSE OF THE SPECIAL TERMS

These Special Terms list the Sections to which the Shipper wishes to adhere and determine the volume of Subscribed Capacities, in particular at the Entry Points, Exit Points, Network Interconnection Points and Storage Transport Interconnection Point.

They also cancel and replace any Transport Contracts previously entered into by the TSO and the Shipper.

## 5 APPLICABLE SECTIONS

The Sections and Appendices that apply with regard to these Special Terms are:

Name	Description	Applicability
Section 1	Rules for subscription and allocation on the Main Network (RP)	<input type="checkbox"/>
Section 2	Rules for subscription and allocation on the Regional Network (RR)	<input type="checkbox"/>
Section 3	PEG access and scheduling, all operational points management	<input type="checkbox"/>
Appendix 3A:	PEG access and scheduling, all operational points management	<input type="checkbox"/>
Appendix 3B:	Agreement on participation in gas trading via a gas exchange	<input type="checkbox"/>

The above documents are published on the website [www.terega.fr](http://www.terega.fr).

If the Shipper adheres to Section 3, it undertakes to submit its joint notifications via the Teréga Portal subscription site, made available to Shippers.

If this Transport Contract cancels and replaces a previous Transport Contract, any joint statements drawn up for the prior Contract remain in force.

*(If applicable)*

*The Shipper allocates, by mandate, the logistics management of its contract to XXX (hereinafter the "agent") and authorises Teréga to send the agent all the technical information necessary for the correct and full execution of the Contract.*

*The Shipper acknowledges that all exchanges between the agent and Teréga and all acts of the latter in the context of the Contract shall incur the liability of the Shipper. In this respect, the Shipper shall act as a guarantor for the full execution of the obligations arising from the Contract even when they are the result of information provided by the agent or an act of the latter. .*

## 6 EFFECTIVE DATE AND DURATION OF THE CONTRACT

The Contract takes effect on [Cliquez ici pour entrer une date.] and barring early termination pursuant to article 22 of the General Terms, shall continue to have force for the period of validity of the capacity subscriptions or the period of validity of PEG access as stipulated in these Special Terms and any subsequent riders hereto.

## 7 DETAILS OF THE SPECIAL TERMS

### 7.1 PUBLIC INFORMATION

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The Shipper agrees to have the Transmission System Operator publish its contact details on its web site.

### 7.2 NETWORK POINTS AND CAPACITY

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When the contract takes effect, the Shipper has not subscribed any capacity.

All transactions made subsequently, as specified in the General Terms or the applicable Sections, using the subscription tools made available to the Shipper, are deemed Riders to this Contract.

### 7.3 ACCESS SERVICE TO PEG OTC MARKET

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In the first year, the Shipper subscribes to the PEG over-the-counter market access service with Teréga. After the first anniversary date of the Contract, the subscription to the PEG is renewed every year by tacit agreement, barring notice of termination served by the shipper or Teréga with prior notice of thirty (30) calendar days.

### 7.4 GENERAL CHARACTERISTICS OF THE GAS

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In accordance with article 10 of the General Terms, the Shipper guarantees that the gas supplied to the TSO at each entry point meets the following specifications:

- GCV between 10.7 and 12.8 kWh/m<sup>3</sup> (n) to a reference combustion temperature of 0°C
- Wobbe index between 13.4 and 15.7 kWh/m<sup>3</sup> (n) to a reference combustion temperature of 0°C
- 'Water' dew point <-10°C at 80 Bar (GERGWATER correlation)
- Total sulphur ≤ 150 mg/m<sup>3</sup>(n))
- H<sub>2</sub>S ≤ 15 mg/m<sup>3</sup>(n) instantaneously
  - ≤ 12 mg/m<sup>3</sup>(n) over 8 consecutive hours
  - ≤ 7 mg/m<sup>3</sup>(n) over 8 consecutive days

## 7.5 PRICE

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The price payable by the Shipper under these Special Terms and Conditions is set forth in the chosen Section(s), in accordance with Appendix A of the General Terms and Conditions and the CRE Tariff Order in effect, or 'ATRT'.

## 7.6 BILLING AND PAYMENT PROCEDURES

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In accordance with the provisions of article 7.7 of the General Terms, the Shipper shall pay by bank transfer.

The Parties agree that, if several Sections are subscribed under these Special Terms, the monthly invoice will include all the services subscribed by the Shipper.

### 7.6.1 BANK DOMICILIATION

*For the Transmission System Operator:*

- Bank name: NATIXIS PARIS
- Account number: 04002704000
- Bank code: 30007
- Agency code: 99999
- Key: 94
- IBAN: FR 76 3000 7999 9904 0027 0400 094
- BIC: NATXFRPPXXX

*For the Shipper:*

- Bank: [       ]
- Account number: [       ]
- Beneficiary: [       ]
- Bank code: [       ]
- Branch code: [       ]
- Check digit: [       ]
- IBAN: [       ]
- BIC: [       ]

### 7.6.2 VAT DETAILS

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- For the Transmission System Operator:
  - Intra-community VAT No. for Teréga SA: No. [FR59095580841]
- For the Shipper:
  - Intra-community VAT no. for Shipper: No. [       ]

## 7.7 WARRANTIES

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In accordance with the provisions of article 8 of the General Terms:

1. the Shipper provides a guarantee in the form of:

**Select the appropriate option(s):**

Security deposit, in the amount of [       ]%,

Independent first-demand guarantee issued by a French bank, in the amount of [       ]%,

Independent first-demand guarantee issued by the parent company covering eighty per cent (80%) of the amount

The Parties hereby agree that if several Sections are subscribed to under these Special Terms, the Shipper only needs to provide one guarantee, as long as its amount is equal to the total of the sums due under each of the subscribed Sections.

2. In view of the Sections subscribed by the Shipper, the guarantee provided amounts to:

[       ] EUR

3. The Shipper undertakes to provide the guarantee, modelled on the template attached in Appendix G of the General Terms and Conditions published on the website [www.terega.fr](http://www.terega.fr), as decided above, before the effective date of the Contract.

In the event that this Transmission Contract cancels and replaces a Transmission Contract entered into previously, the guarantee provided that existed under this previous Contract shall remain in force in the case where the amount of the guarantee must not be amended under the provisions of article 8.2.2 of the General Terms and Conditions.

## 7.8 CONTACTS

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### 7.8.1 FOR THE TRANSMISSION OPERATOR

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#### **Contact the commercial offer team**

Email: [ots@terega.fr](mailto:ots@terega.fr)

#### **Contact your operational proximity team:**

Notifications - Assessments

Middle Office - 00 33 (0)5 59 13 38 65

E-mail: [middleoffice@terega.fr](mailto:middleoffice@terega.fr)

#### **Contact your Subscriptions and Invoicing team:**

Back-Office - 00 33 (0)5 59 13 36 57

E-mail: [backoffice@terega.fr](mailto:backoffice@terega.fr)



7.8.2 FOR THE SHIPPER

		Contact 1	Contact 2
<b>Contract/Sales</b>	Surname		
	Given name		
	Address		
	Email		
	Tel.		
<b>Billing</b>	Surname		
	Given name		
	Address		
	Email		
	Tel.		
<b>Logistics/Operational</b>	Surname		
	Given name		
	Address		
	Email		
	Tel.		
<b>IT</b>	Surname		
	Given name		
	Address		
	Email		
	Tel.		

Made at [            ], on [Cliquez ici pour entrer une date.],

in two copies of record, one for each Party or done electronically.

<p style="text-align: center;">For Teréga</p>	<p style="text-align: center;">For [Company name]</p>
<p style="text-align: center;">[Trade and Regulation Manager]</p>	<p style="text-align: center;">[Official capacity of signatory]</p>
<p style="text-align: center;">[Gilles Doyhamboure]</p> <p style="text-align: center;">Signature:</p>	<p style="text-align: center;">[Name of signatory]</p> <p style="text-align: center;">Signature:</p>