



**MAIN CONDITIONS FOR ACCESSING THE FLUXYS STORAGE FACILITIES IN BELGIUM  
APPROVED BY THE COMMISSION FOR REGULATION OF ELECTRICITY AND GAS  
(CREG) IN ACCORDANCE WITH ARTICLES 10 AND 11 OF THE ROYAL DECREE  
OF 4 APRIL 2003 CONCERNING THE CODE OF CONDUCT WITH REGARD TO  
ACCESS TO THE NATURAL GAS TRANSMISSION INFRASTRUCTURE**

TRANSLATION FROM OFFICIAL FRENCH AND DUTCH VERSIONS

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## DEFINITIONS

<b>Allocation contract</b>	Contract governing relations between Fluxys, the end user or the adjacent operator and the shippers with respect to the allocation of gas among the various shippers at a given point in the transport grid.
<b>Available volume</b>	That part of usable volume which has not been allocated and which is still available to storage users.
<b>Code of Conduct</b>	Royal decree of 4 April 2003 (published in the Belgian Official Gazette on 2 May 2003) on the Code of Conduct in respect of access to natural gas transport grids.
<b>CREG</b>	Commission for Electricity and Gas Regulation.
<b>Cushion gas volume</b>	Difference between the total volume and working volume.
<b>Daily Injection Factor (DIF)</b>	The coefficient assigned to the peak injection capacity as defined in Art. 17.
<b>Daily Withdrawal Factor (DWF)</b>	The coefficient assigned to the peak sendout capacity as defined in Art. 17.
<b>Day or Gas day</b>	Period beginning at 06:00 (local time) each day and ending at 06:00 (local time) the following day. This period may comprise 23, 24 or 25 hours, depending on the particular day.
<b>Differential in the total energy balance of a storage facility</b>	Difference during a given period between (i) the sum of the quantities of gas allocated for sendout from the storage facility, own consumption (including losses) during this period and the quantity of energy stored in the storage facility at the end of the period, and (ii) the sum of the quantities of gas allocated for injection into the storage facility and the quantity of energy stored in the storage facility at the beginning of the period.
<b>Direct damage</b>	Damage which is the direct and immediate consequence of the non-performance of the agreement or of an extra-contractual fault..
<b>Transmission Contract</b>	Contract between Fluxys and a shipper for the provision of Transmission services in Belgium, between one or more entry points and one or more supply points in Belgium.
<b>Energy balance register</b>	Register mentioned in Art. 82 and Art. 83.
<b>Entry zone</b>	Group, defined by Fluxys, of one or more entry points.
<b>Fluxys</b>	Fluxys NV/SA, Avenue des Arts 31, B-1040 Brussels, Belgium. Entry in the Brussels Trade Register: 34.991 (VAT: BE 402.954.628)
<b>Gas Act</b>	Law of 12 April 1965 on the transport of gas products and other products through pipelines, as subsequently amended.
<b>Gas in storage account</b>	Account established by Fluxys which records, for each storage user and for a given storage facility, the quantity of gas (expressed in energy and in volume) that said storage user has in storage at a given time.
<b>Gross calorific value (GCV)</b>	Quantity of heat expressed in megajoules produced by the full combustion of 1 m <sup>3</sup> (n) of natural gas at 25 degrees Celsius and an absolute pressure of 1.01325 bar with excess air at the same temperature and pressure as the natural gas when the combustion products are cooled

to 25 degrees Celsius and when the water formed by combustion is condensed in the liquid state and the combustion products contain the same total mass of water vapour as the natural gas and air prior to combustion.

<b>Indicative Transport Programme</b>	Indicative Programme provided for in Article 9 of the Code of Conduct.
<b>Indirect damage</b>	Damage other than direct damage.
<b>Injection period</b>	Period of time that typically runs from 15 April of each year to 14 October of the same year.
<b>LNG</b>	Liquefied natural gas.
<b>Low calorific gas or L gas</b>	Natural gas from the Slochteren field in the Netherlands with a nominal gross calorific value of 35.169 MJ/m <sup>3</sup> (n) or gas of equivalent quality.
<b>Material damage</b>	Damage to assets only.
<b>Normal cubic metre m<sup>3</sup>(n)</b>	Quantity of dry gas which, at a temperature of zero degrees Celsius and at an absolute pressure of 1.01325 bar, fills a volume of one cubic metre.
<b>Own use</b>	Consumption of natural gas (storage facility energy supply, including losses) by Fluxys in connection with its activities.
<b>Rich gas or H gas</b>	Natural gas having a nominal gross calorific value of 41.868 MJ/m <sup>3</sup> (n); this name is used for natural gas from the North Sea, Russia and Algeria.
<b>Sendout period</b>	Period of time that typically runs from 15 October of each year to 14 April of the following year.
<b>Shipper</b>	Any natural person or corporate entity that has signed a transmission contract with Fluxys. This concept is distinct from the grid user, which is the natural person or corporate entity that supplies or is supplied by the transport grid (cf. Gas Act).
<b>SLP customer</b>	End customer connected to the system of a distribution company for which the distribution system operator must define a calculated consumption profile (SLP -Synthetic Load Profile) for the allocation of gas.
<b>Specification of gas quality</b>	Requirements as to the composition of natural gas.
<b>Storage capacity</b>	Term used to designate injection capacity, sendout capacity and storage volume of a storage facility.
<b>Storage Contract</b>	Contract between Fluxys and a storage user for the provision of storage services.
<b>Storage season</b>	Period covering a consecutive injection period and sendout period.
<b>Storage user</b>	Any natural person or corporate entity that has signed a storage contract with Fluxys. This concept is distinct from the grid user, which is any natural person or corporate entity that supplies or is supplied by the transport grid (cf. Gas Act).
<b>Supply licence</b>	Licence referred to in Article 15/3 of the Gas Act.
<b>Grid user</b>	Any natural person or corporate entity which supplies or is supplied by the transport grid.
<b>Tariff Decree</b>	Royal decree of 15 April 2002 on the general tariff structure, basic principles and procedures in respect of tariffs and accounting for natural gas transport companies operating in Belgium.
<b>Total volume</b>	Maximum volume of gas which can be stored at the storage facility.

<b>Usable volume</b>	Storage volume which Fluxys can offer storage users, so as to maintain the integrity of the system.
<b>Volume Correction Factor Withdrawal (VCFW)</b>	The coefficient allocated to the basic sendout capacity as defined in Art. 15.
<b>Volume Correction Factor Injection (VCFI)</b>	The coefficient allocated to the basic injection capacity as defined in Art. 15.
<b>Working volume</b>	Maximum volume of gas which can be stored at a storage facility for storage users and to meet Fluxys' operating requirements.

For definitions other than those given above, Fluxys refers to the definitions set out in the legal and regulatory texts, specifically the Gas Act.

CHAPTER I – *Method for calculating usable and available capacity*

**Art. 1.** The Storage Contract governs relations between the storage user and Fluxys in accordance with the Code of Conduct and these Main Conditions.

Fluxys and the storage user are required to exercise their rights and obligations in a prudent and reasonable manner.

**Art. 2.** Fluxys has two storage facilities:

- the Loenhout storage facility; and
- the Dudzele peak-shaving storage facility.

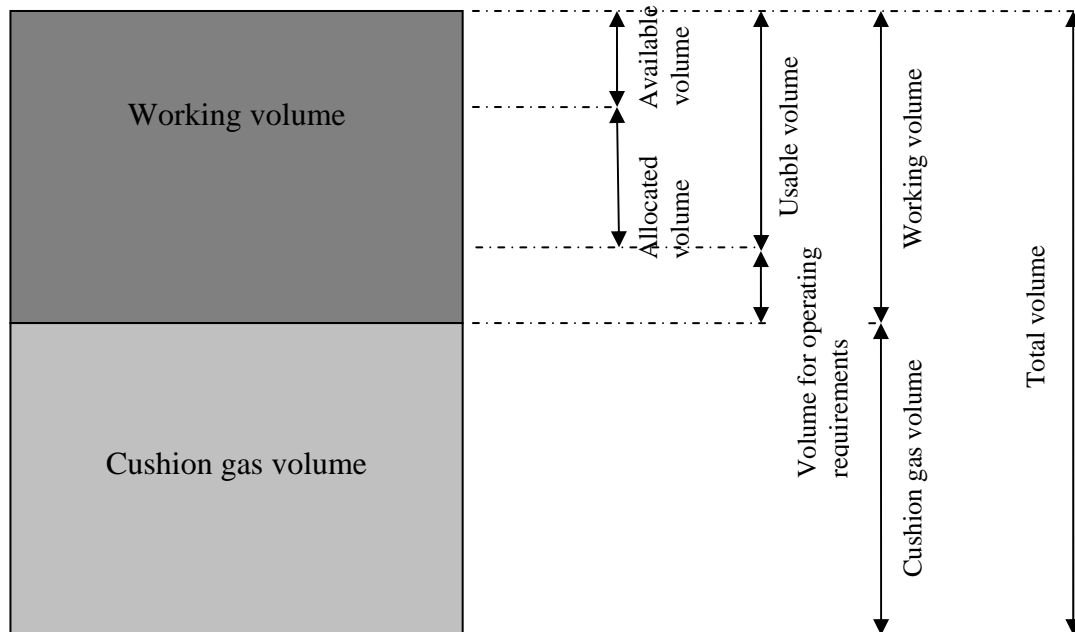
**Art. 3.** The capacity of a storage facility is defined by:

- the storage volume;
- the injection capacity in storage facility;
- the sendout capacity from the storage facility.

*Section 1 – Principles for determining the storage capacity of the Loenhout storage facility*

Sub-section 1 –Storage volume

**Art. 4.** The chart below represents the different storage volumes:



**Art. 5.** The total storage volume at the Loenhout storage facility is assessed by Fluxys, in accordance with the law of 18 July 1975 on the research and operation of underground reservoir sites for gas storage, with the operating permit for the Loenhout facilities and on the basis of the geological features of the reservoir and the current practices generally recognised and respected in the industry.

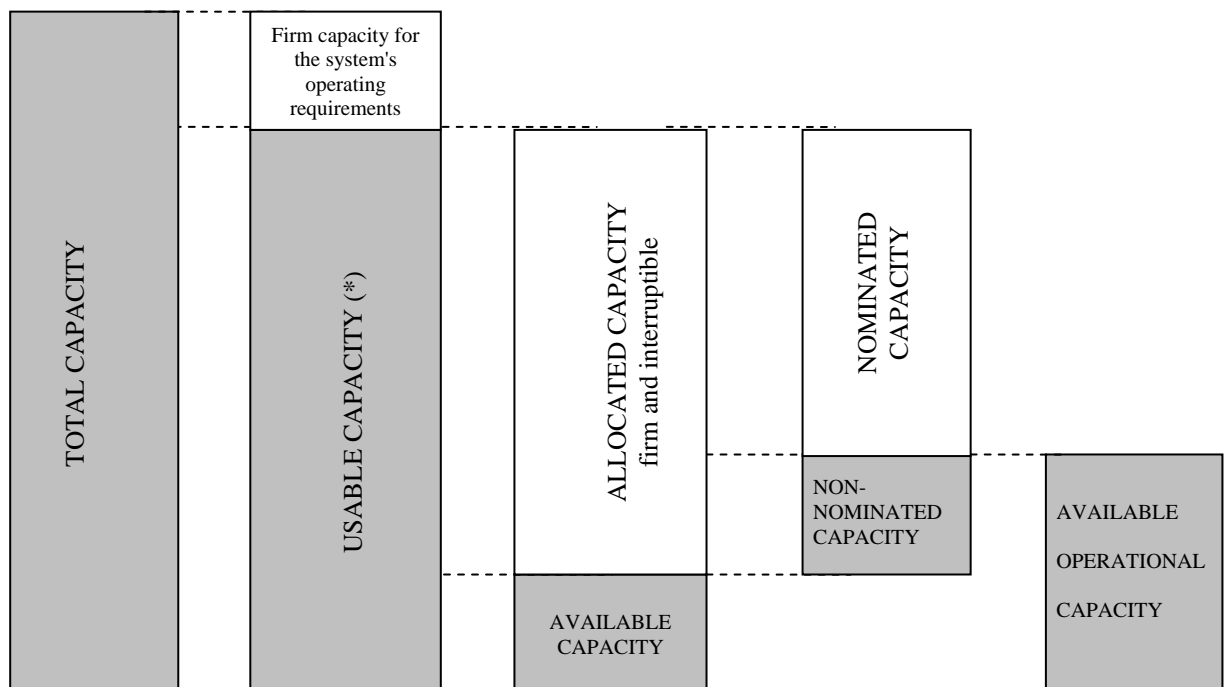
**Art. 6.** The working volume is set by Fluxys in order, given the storage facility operating conditions, to allow functional sendout conditions (particularly pressure) and flows compatible with the geological characteristics of the reservoir.

**Art. 7.** The usable volume of the Loenhout storage facility is calculated using the difference between the working volume and volume reserved for Fluxys operating requirements in order to maintain the integrity of the transport grid, taking into account its legal obligations.

**Art. 8.** The available volume at any given moment is the share of the usable volume, which has not been allocated and is still available to storage users.

#### Sub-section 2 – Injection capacity and sendout capacity

**Art. 9.** The concepts of usable capacity, available capacity and operational available capacity were introduced by the Code of Conduct. These capacities are illustrated below:



(\*) including, where applicable, capacity made interruptible for the transport grid's operating requirements.

**Art. 10.** The total injection capacity and sendout capacity at the Loenhout storage facility are determined by Fluxys, taking into account current practices generally recognised and respected in the industry and on the basis of:

- the technical specifications of the surface facilities, taking into account technical reserves to increase service availability;
- the geological features of underground storage; and
- the transport grid's operating conditions at the interconnection point with the storage facilities.

**Art. 11.** The usable injection capacity and sendout capacity at the Loenhout storage facility are obtained by calculating the difference between total capacity and capacity reserved for Fluxys operating requirements in order to maintain the integrity of the transport grid, taking into account its legal obligations.

Injection and/or sendout capacity may be made interruptible for the transport grid's operating requirements.

**Art. 12.** The injection capacity available at any given point in time is the share of the usable injection capacity, which has not been allocated and is still available to storage users.

**Art. 13.** The sendout capacity available at any given point in time is the share of the usable sendout capacity, which has not been allocated and is still available to storage users.

### Sub-section 3 – Availability of injection and sendout capacity at the Loenhout storage facility

**Art. 14.** In the storage contract, a distinction is made in the storage user's capacity subscriptions between basic injection and sendout capacity, on the one hand, and peak injection and sendout capacity, on the other hand.

**Art. 15.** A correction factor, termed the Volume Correction Factor Injection (VCFI) and Volume Correction Factor Withdrawal (VCFW) are applied respectively on the basic injection and sendout capacity.

These factors take into consideration the impact of the stored gas quantity in the working volume of the Loenhout storage facility on the basic injection and sendout capacity.

The basic injection and sendout capacity actually available to Loenhout storage users for a gas day is equal respectively to the allocated (and uninterrupted) basic injection and sendout capacity, multiplied respectively by the Volume Correction Factor Injection (VCFI) and the Volume Correction Factor Withdrawal (VCFW) for the gas day in question.

**Art. 16.** Fluxys draws up tables listing the indicative values of the correction factors mentioned in Art. 15 in accordance with the stored gas quantity in the working volume of the Loenhout storage facility. These tables are drawn up for each storage season and published on the Fluxys Internet site.

The storage contract specifies the terms and conditions pertaining to the communication to storage users of the definitive values of the correction factors mentioned in Art. 15.

By way of illustration, the following are examples of the tables mentioned in the first paragraph:

Quantity of stored gas in the working volume millions of m <sup>3</sup> (n)	Volume Correction Factor Injection VCFI
0 < Working gas in storage <= 500 million m <sup>3</sup> (n)	VCFI = 1
500 million m <sup>3</sup> (n) < Working gas in storage <= 550 million m <sup>3</sup> (n)	VCFI = 0.6
550 million m <sup>3</sup> (n) < Working gas in storage <= 600 million m <sup>3</sup> (n)	VCFI = 0.4

Quantity of stored gas in working volume millions of m <sup>3</sup> (n)	Volume Correction Factor Withdrawal VCFW
180 million m <sup>3</sup> (n) < Working gas in storage <= 600 million m <sup>3</sup> (n)	VCFW = 1
60 million m <sup>3</sup> (n) < Working gas in storage <= 180 million m <sup>3</sup> (n)	VCFW = 0.8
0 < Working gas in storage <= 60 million m <sup>3</sup> (n)	VCFW = 0.5

**Art. 17.** A correction factor, termed Daily Injection Factor (DIF) and Daily Withdrawal Factor (DWF) are applied respectively on the peak injection and sendout capacities.

The peak injection and sendout capacities actually available to storage users for a given gas day are equal to the allocated (and uninterrupted) peak injection and sendout capacity respectively multiplied by the Daily Injection Factor (DIF) and Daily Withdrawal Factor (DWF) respectively for the gas day in question.

**Art. 18.** For each gas day, Fluxys determines the correction factors mentioned in Art. 17 in accordance with the pressures measured in the underground storage facility, the geological storage conditions and the operating conditions of the storage facility.

The storage contract specifies the terms and conditions pertaining to the communication to storage users of the correction factors mentioned in the previous paragraph.

**Art. 19.** The operating rules annexed to the storage contract specify the terms and conditions pertaining to the application of injection and sendout factors (VCFI, VCFW, DIF and DWF).

*Section 2 – Principles for determining the capacity of the Dudzele peak-shaving storage facility*

Sub-section 1 – Storage volume

**Art. 20.** The total volume of the peak-shaving storage facility is the volume of the LNG tanks at the Dudzele peak-shaving storage facility.

**Art. 21.** The working volume is determined by Fluxys and corresponds to the total volume less the volume that needs to be maintained in the facility (volume which cannot be extracted under normal conditions, or heel) and less the volume that may not be filled under normal operating conditions using current practices generally recognised and respected in this sector.

**Art. 22.** The usable volume of the Dudzele peak-shaving storage facility is obtained from the difference between the working volume and volume reserved for Fluxys's operating requirements in order to maintain the physical balance on the transport grid, taking in account its legal obligations.

**Art. 23.** The available volume at any given moment is the share of the volume, which is unallocated and is still available to storage users.

Sub-section 2 – Sendout capacity and injection capacity

**Art. 24.** The concepts of usable capacity, available capacity and available operating capacity are introduced by the Code of Conduct. A diagram of these capacities is provided in Art. 9.

**Art. 25.** The total sendout capacity of the Dudzele peak-shaving storage facility is determined by Fluxys on the basis of the technical specifications of the LNG regasification facilities, taking into account the operating reserves designed to increase the availability of the service.

**Art. 26.** The usable sendout capacity of the Dudzele peak-shaving storage facility is obtained from the difference between the total sendout capacity and capacity reserved for Fluxys' operating requirements aimed at maintaining the integrity of the transport grid while complying with its legal obligations.

**Art. 27.** The available sendout capacity at any given moment is the share of the usable sendout capacity, which has not been allocated and is still available to storage users.

**Art. 28.** Trucks are used to inject LNG at the Dudzele peak-shaving storage facility. The usable injection capacity is determined by the unloading capacity of the trucks at the Dudzele peak-shaving storage facility, taking account of the operating requirements of Fluxys.

Fluxys determines and communicates, on request, the technical specifications and standards that LNG trucks must meet to have access to the Dudzele peak-shaving facility.

**Art. 29.** The available injection capacity at any given moment is the share of the usable injection capacity, which has not been allocated and is still available to storage users.

CHAPTER II – *Method for calculating the unused capacity mentioned in Article 47  
para. 2 of the Code of Conduct*

*Section 1 – Storage capacity usage registers*

**Art. 30.** Fluxys shall keep a register called the "storage capacity usage register", which shall notably state the following information for each storage facility user and each storage facility:

1. the allocated, uninterrupted storage capacity;
2. the values of the Daily Injection Factor, Volume Correction Factor Injection, Daily Withdrawal Factor and Volume Correction Factor Withdrawal for each day;
3. the monthly maximum (in terms of volume and energy) of the gas in storage account, as well as the level of the gas in storage account at the start of each month;
4. for the Loenhout storage facility, the daily maximum amount for hourly injection allocations and the total daily amount and, for the Dudzele peak-shaving storage facility, the monthly quantity of LNG injected;
5. the daily total and maximum for hourly sendout allocations from the storage facility in question;
6. the periods during which the storage capacities are unavailable, especially due to maintenance work.

**Art. 31.** The register cited in Art. 30 shall take electronic form.

*Section 2 – Method for calculating the usage rate of storage capacities*

**Art. 32.** The calculation method applied by Fluxys reflects past use of capacities and is based on data from the registers mentioned in the previous section. The calculation by Fluxys of unused capacity must be seen as a preliminary analysis that CREG may use, in the event of congestion, to enforce the provisions in Article 48, para. 3 of the Code of Conduct.

**Art. 33.** Fluxys calculates unused capacity based on notably:

- the analysis of the monthly usage rates for the storage volume (maximum volume of stored gas (based on Art. 30 3°) / allocated volume (based on Art. 30 1°));
- for the Loenhout storage facility, the analysis of the monthly usage rates of injection capacity (monthly maximum hourly injection allocations (based on Art. 30 4°.) / allocated, uninterrupted injection capacity (based on Art. 30 1°.), taking into account the factors mentioned in Art. 30 2°;

- the analysis of the monthly usage rates for sendout capacity (monthly maximum hourly sendout allocations (based on Art. 30 5°) / uninterrupted, allocated sendout capacity (based on Art. 30 1°), taking into account the factors mentioned in Art. 30 2°;
- the operational availability of facilities and relevant external factors, including the equivalent temperature during the period in question;
- public service obligations as defined in Article 15/11 of the Gas Act;
- the firm capacity allocated in the context of supply contracts of which Fluxys is aware;
- capacity that may be transferred with discharge of the assignor;
- capacity offered on the secondary market in accordance with Art 47, para. 2, 3° of the Code of Conduct;
- the specifications of the services provided;
- justifications and relevant factors communicated by the storage user.

CHAPTER III – *Rules on the allocation of capacity and the way in which interruptible capacity is proposed*

**Art. 34.** In accordance with the Code of Conduct, Fluxys offers all usable storage capacity at its storage facilities to grid users.

**Art. 35.** To obtain access to the storage facilities, all applicants must submit an access request to Fluxys in accordance with the Code of Conduct.

The access procedure follows the provisions contained in Chapter 3 of the Code of Conduct.

*Section 1 – Rules on allocating storage capacity*

Sub-section 1 – Principles for allocating storage capacity

**Art. 36.** When allocating storage capacity, priority is given to applicants that supply distribution companies or customers who are not eligible (ineligible customers) in Belgium in accordance with Article 15/11 para. 2 of the Gas Act.

This priority allocation right is calculated once per year and for each applicant is equal to: the usable storage capacity multiplied by a representative ratio of the applicant's supply capacity (counted on 4 January prior to the start of the storage season in question) for the supply of distribution companies and ineligible customers in Belgium (in rich gas and Slochteren gas) in relation to the supply capacity of all applicants for the supply of these same customers.

Fluxys' indicative Transport Programme specifies the method used for calculating the allocation key mentioned in the previous paragraph.

At least one month prior to the start of each storage season indicated in Art. 37, Fluxys contacts grid users that have a priority right in accordance with this article and informs them of their priority allocation right.

Capacity allocated in accordance with this priority right is clearly identified.

**Art. 37.** Any storage capacity available after allocation in accordance with the priority right indicated in Art. 36 is allocated during an annual sales period organised by Fluxys. The allocation rules applied during this sales period are drawn up in accordance with the Code of Conduct, published before said period and take into account market conditions and market shares (counted on 4 January prior to the start of the storage season in question) of applicants for the supply of customers in Belgium.

**Art. 38.** The storage contracts require the storage user to undertake at the start of each injection period to free storage capacity to which it no longer has a priority right in accordance with Art. 36. Capacity freed in this way will be allocated to users with a priority right in accordance with Art. 36.

*Section 2 – Specific principles linked to the allocation of interruptible capacity*

**Art. 39.** Article 8, para. 2 of the Code of Conduct stipulates that, for the primary market for the following day, the transport company shall offer as high as possible a percentage of firm capacity, which is allocated to grid users but not nominated as interruptible capacity.

Article 100 of the Code of Conduct indicates an implementation period for transport companies. This period has not expired and the system is not available on the date of submission of the present document.

**Art. 40.** Without prejudice to the interruptible capacity marketed in application of Article 8, para. 2 of the Code of Conduct, there are no specific rules on the allocation of interruptible capacity. The rules described in Section 1 apply.

CHAPTER IV – *Rules governing the trading of capacity and establishment of said rules in contracts*

**Art. 41.** The storage user may transfer storage capacity allocated to it with or without discharge. Capacity allocated in accordance with the priority right mentioned in Art. 36 may only be transferred in compliance with this priority right.

**Art. 42.** The transfer of capacity with or without discharge of the transferor entails the transfer of all contractual rights and obligations and associated specifications, without modification in respect of Fluxys.

**Art. 43.** All or part of the quantity of capacity allocated to the storage user may be transferred.

In the event that the storage capacity is sold by Fluxys in the form of standard packages including a specific quantity of sendout capacity, injection capacity and volume, the transferred storage capacity must be a whole number of standard packages.

As soon as the operating systems so allow, Fluxys will accept the transfer of storage capacity independently of the definition of standard packages.

**Art. 44.** Without prejudice to Art. 47, the transferor's storage volume after transfer must remain higher than or equal to its gas in storage account in accordance with Art. 50

**Art. 45.** In the event of transfer without discharge of the transferor (subletting), the transferor remains jointly and severally responsible with the transferee vis-à-vis Fluxys for all obligations resulting from the storage contract.

The transferor and the transferee that have concluded a transfer agreement without discharge of the transferor must inform Fluxys of this by registered post at least five working days prior to the date of delivery of the service. This notification will be valid if made electronically with a one-working-day notice as soon as the system mentioned in Article 8, paragraph 2 of the Code of Conduct is available.

Transfer without discharge of the transferor must in any case be compatible with the operating systems put in place by Fluxys.

**Art. 46.** Written prior notification of the transfer of capacity with discharge of the assignor (assignment) must be sent to Fluxys, which is entitled to accept or refuse the transfer of capacity with discharge. Fluxys shall approve a transfer with discharge if the following conditions are met:

- the transfer covers the remaining duration of the storage contract;
- the assignee obtains access to the Fluxys storage facilities in accordance with the Code of Conduct for the use of the storage capacity transferred. Fluxys analyses the request for access from the transferee in a non-discriminatory and transparent manner, treating it as a new access request. In particular, Fluxys shall verify compliance with the financial guarantees mentioned in Chapter XII of these Main Conditions;

- the transfer follows the applicable rules for the reservation of storage capacity on the primary market;
- the transferor does not owe any debts to Fluxys for the storage capacity transferred unless the transferee undertakes irrevocably and unconditionally to pay these to Fluxys.

**Art. 47.** The storage contract also authorises, independently of the transfer of storage capacity, the transfer of stored gas quantities from one storage user to another within the limits of the storage volumes allocated to them.

## CHAPTER V – *Balance of natural gas flows in the storage facility*

**Art. 48.** Fluxys shall create for each storage user and for each storage facility an account called a "gas in storage account".

**Art. 49.** The balance of the gas in storage account is defined by Fluxys (in terms of energy and volume) on the basis of gas allocations per storage user upon injection and sendout, taking account of any offtake of gas in kind in accordance with the regulated tariffs approved by CREG and taking into consideration any transfer of gas between storage users in application of Art. 47.

**Art. 50.** The balance of a storage user's gas in storage account (in volume) may not exceed the storage volume allocated to this user (taking into account storage capacity transferred on the secondary market).

Fluxys may refuse injection nominations from a storage user if its gas in storage account (in volume) has reached the storage volume allocated to it.

**Art. 51.** The balance of a storage user's gas in storage account (in energy) can not be less than zero.

Fluxys can refuse a storage user's sendout nominations when its gas in storage account (in energy) has reached zero.

**Art. 52.** To maintain the overall performance of the Loenhout storage facility in a multi-user environment, Fluxys can provide that each storage user's gas in storage account (in volume) during the sendout period, before the date and according to the conditions that will be stipulated in the indicative transport programme, may be no lower than 30% of the storage volume allocated to this storage user.

Fluxys refuses a storage user's sendout nominations when they imply an overrun (downwards) of the threshold mentioned in the previous paragraph.

**Art. 52 bis.** The storage user's gas in storage account (in volume) at the end of the injection period must be higher than or equal to 30% of the storage volume allocated to it.

If Fluxys notice, during the injection period, that the whole injection capacity allocated to a storage user must be continually used during the rest of the injection period so that the gas in storage account of this user reaches the 30% threshold of the storage volume allocated to it, without taking into account in this calculation any capacity transferred or acquired on the secondary market, Fluxys can:

- increase the storage user's gas in storage account by the quantity of gas missing compared to its storage volume until reaching the aforementioned 30% threshold and,

- charge the storage user for 100% of the costs incurred for the purchase of the gas quantity in question and increased by the reasonable fees incurred by Fluxys.

**Art. 53.** The storage user's gas in storage account (in volume) at the end of the sendout period must be less than or equal to the storage volume allocated to this user for the next storage season (taking into account any storage capacity transferred on the secondary market).

If the storage user's gas in storage account (in volume) at the end of the sendout period is greater than the storage volume allocated to this user for the next storage season, the storage user must work with Fluxys to remedy this situation within no more than one month.

If the storage user has not remedied this situation within the given period, Fluxys may:

- reduce the storage user's gas in storage account by the quantity of gas above its storage volume; and
- reimburse the storage user of the income generated by the sale of this quantity of gas following the deduction of reasonable costs incurred by Fluxys.

**Art. 54.** After consultation with the storage users and to be able to carry out maintenance and development tests on storage facilities, the storage contract allows Fluxys to require storage users to empty their storage volume for the end of the sendout period, taking into account the terms and conditions listed in Article 72 of the Code of Conduct.

**Art. 55.** After consultation with the storage users and to be able to carry out development tests at the Loenhout storage facility, the Loenhout storage contracts allows Fluxys to require storage users to reach minimum filled storage volume rates on certain dates at the end of the injection period, taking into account the terms and conditions listed in Art. 72 of the Code of Conduct.

The minimum rates and dates mentioned in the previous paragraph are disclosed by Fluxys before the start of the injection season in question.

CHAPTER VI – *Unit of time and tolerance values mentioned in Articles 52 and 53 of the Code of Conduct*

**Art. 56.** Fluxys refuses injection or sendout nominations that exceed a storage user's sendout and injection capacities.

**Art. 57.** The allocation rules applicable to the flow of gas injected and sent out from the storage facilities are described in the storage contract.

CHAPTER VII – *Rules on the aggregation of imbalances by grid users and related contractual provisions*

**Art. 58.** Article 10, para.2, 7° of the Code of Conduct does not apply to storage facilities.

## CHAPTER VIII – *Natural gas quality requirements*

### *Section 1 –Loenhout storage facility*

**Art. 59.** Fluxys watches over the quality of gas actually injected into the Loenhout storage facility.

**Art. 60.** In order to ensure the integrity of the storage facility, the CO<sub>2</sub> content of the gas effectively injected in that facility must remain lower than 1% in volume (basis) and 2% in volume (peak).

Fluxys will make reasonable efforts with the resources at its disposal to ensure that the gas injected into the storage facilities complies with the gas quality specifications as set out in the first paragraph (including in the event that the gas injected by the shipper at the entry point of the transmission grid with a view to its subsequent transmission for injection into the Loenhout storage facility does not meet the gas quality specifications).

Any costs incurred by Fluxys to make said gas comply with said specifications shall be borne by the shipper in question.

However, in exceptional cases where the resources implemented by Fluxys, as indicated in the previous sentence, do not make it possible to bring the gas in line with the specifications at the supply point of the grid corresponding with the entry point of the Loenhout storage facility, Fluxys reserves the right to deny in whole or in part the injection of said gas into the Loenhout storage facility following conditions that will be defined in the network code.

### *Section 2 – Dudzele peak-shaving storage facility*

**Art. 61.** The LNG quality specifications for injection at the Dudzele peak-shaving storage facility by the storage user are listed in a table published on the Fluxys Internet site.

The table below represents the situation at the time of submission of the present document and will be published on the Fluxys Internet site.

Minimum GCV	38.9	MJ(25°C)/m <sup>3</sup> (n)
Maximum GCV	42.7	MJ(25°C)/m <sup>3</sup> (n)
Minimum Wobbe	49.132	MJ(25°C)/m <sup>3</sup> (n)
Maximum Wobbe	55	MJ(25°C)/m <sup>3</sup> (n)
Minimum GCV	10.81	kWh(25°C)/m <sup>3</sup> (n)
Maximum GCV	11.86	kWh(25°C)/m <sup>3</sup> (n)
Minimum Wobbe	13.65	kWh(25°C)/m <sup>3</sup> (n)
Maximum Wobbe	15.28	kWh(25°C)/m <sup>3</sup> (n)
Maximum H <sub>2</sub> S + COS (expressed in S)	5	mg/m <sup>3</sup> (n)
Maximum Total S (expressed in S)	22.4	mg/m <sup>3</sup> (n)
Maximum Mercaptans (expressed in S)	6	mg/m <sup>3</sup> (n)
Maximum O <sub>2</sub>	10	ppm (vol)
Maximum CO <sub>2</sub>	100	ppm (vol)

Maximum CO	1	ppm (vol)
Maximum H <sub>2</sub> O	0.1	ppm (vol)
Maximum H <sub>2</sub>	1	ppm (vol)
Maximum hydrocarbon dew point	-20	°C @ 0-69 barg
Maximum Hg	50	ng/m <sup>3</sup> (n)
Minimum CH <sub>4</sub>	80	mol%
Maximum iC <sub>4</sub>	1	mol%
Maximum nC <sub>4</sub>	1	mol%
Maximum iC <sub>5</sub>	0.2	mol%
Maximum nC <sub>5</sub>	0.2	mol%
Maximum C <sub>6</sub> +	0.1	mol%
Maximum N <sub>2</sub>	1.2	mol%
Minimum density (at atmospheric equilibrium pressure - 1013.25 mbar)	425	kg/m <sup>3</sup> LNG
Maximum density (balance at atmospheric equilibrium pressure - 1013.25 mbar)	450	kg/m <sup>3</sup> LNG
Solids: no deposit on '32 mesh strainer'		

Furthermore, the LNG may contain neither impurities nor solid or liquid contaminants.

**Art. 62.** Fluxys informs the storage user of developments in the quality of LNG stored at the Dudzele peak-shaving facility. The storage user is required to take the necessary action (injecting and/or sending out gas) in order to ensure the gas stored is maintained in compliance with the gas quality specifications applicable to transmission in Belgium for rich gas, as specified in the table below. The terms and conditions for application of this article are described in the operating rules on the Peak Shaving facility annexed to the storage contract.

Belgian Market		
		Rich gas
Minimum GCV	MJ(25°C)/m <sup>3</sup> (n)	38,9
Maximum GCV	MJ(25°C)/m <sup>3</sup> (n)	46,055
Minimum Wobbe	MJ(25°C)/m <sup>3</sup> (n)	49,132
Maximum Wobbe	MJ(25°C)/m <sup>3</sup> (n)	56,815
Minimum GCV	kWh(25°C)/m <sup>3</sup> (n)	10,81
Maximum GCV	kWh(25°C)/m <sup>3</sup> (n)	12,79
Minimum Wobbe	kWh(25°C)/m <sup>3</sup> (n)	13,65
Maximum Wobbe	kWh(25°C)/m <sup>3</sup> (n)	15,78
Maximum H <sub>2</sub> S (expressed in S)	mg/m <sup>3</sup> (n)	5
Maximum Total S (expressed in S)	mg/m <sup>3</sup> (n)	150
Maximum Total S annual (expressed in S)	mg/m <sup>3</sup> (n)	120
Maximum Mercaptans (expressed in S)	mg/m <sup>3</sup> (n)	
Maximum O <sub>2</sub>	ppm	5000(vol)
Maximum CO <sub>2</sub>	%	2 (vol)
Maximum H <sub>2</sub> O dew point	°C @ 69 barg	-8
Maximum hydrocarbon dew point	°C @ 0-69 barg	-2

*Section 3 – Failure to comply with gas quality specifications*

**Art. 63.** Fluxys is entitled to refuse, but shall use reasonable endeavors to accept, injection into Dudzele LNG/gas storage facilities if this does not comply with the quality specifications stipulated in Sections 2 of this Chapter. It is understood that, when Fluxys has accepted LNG that does not comply with quality specifications, Fluxys shall use reasonable endeavors in order to bring the LNG in line with the quality specifications, provided that the storage user bears the direct costs, expenses and losses associated with this LNG processing (including, among other things, costs linked to the separation of non-compliant LNG and processing due to the contamination of the LNG of other storage users, and, if Fluxys uses other possibilities available downstream from the peak-shaving in order to bring gas in line with the specifications, the costs linked to this processing).

It is understood that Fluxys shall use reasonable endeavors to minimise the costs, expenses and losses, which shall be borne by the storage user.

**Art. 64.** If LNG that does not comply with the quality specifications stipulated in section 2 of this Chapter is injected into the Dudzele peak-shaving facility without its quality having been accepted by Fluxys, the storage user in question must reimburse Fluxys for all reasonable direct losses, expenses and costs (including, among other things, costs linked to the separation of non-compliant LNG and processing due to the contamination of the LNG of other storage users, and, if Fluxys uses other possibilities available downstream from the peak-shaving in order to bring gas in line with the specifications, the costs linked to this processing) linked to its non-compliance with the gas quality specifications, whilst Fluxys shall take reasonable measures to minimise said costs, expenses and losses.

In the event that the storage user knowingly injects gas into the Dudzele peak-shaving facility that does not comply with the quality specifications as cited in section 2 of this chapter, and without having the gas quality approved head of time by Fluxys, then the liability cap cited in Article 88 shall not apply.

**Art. 65.** Provided the storage user has injected into the Dudzele peak-shaving facility LNG that complies with the applicable quality specifications and without prejudice to Art. 62, the storage user may refuse, but shall use reasonable endeavors, to take delivery of gas made available by Fluxys at the storage facility exit point if the natural gas does not comply with the quality specifications applicable at that point.

If, however, Fluxys has the gas processed downstream from the Dudzele peak-shaving in order to bring it in line with the specifications, Fluxys shall bear the direct costs, expenses and losses associated with said processing, and the storage user may not refuse delivery thereof. It is understood that the storage user shall use reasonable endeavors to minimise the costs, expenses and losses, which shall be borne by Fluxys.

**Art. 66.** If Fluxys supplies natural gas that does not meet the quality specifications in this regard at the Dudzele storage facility exit point, and the quality of this natural gas has not been approved in advance by the storage user and provided

the storage user had injected gas that complied with quality specifications, Fluxys must reimburse the storage user all reasonable direct losses, expenses and costs linked to non-compliance with quality specifications by Fluxys, whilst the storage user shall take reasonable measures to minimise said costs, expenditure and losses.

In the event that Fluxys knowingly supplies natural gas that does not meet the quality specifications at the exit point and the quality of this natural gas has not been approved in advance by the storage user, and provided the storage user had injected gas that complied with the quality specifications, then the liability cap cited in Article 88 shall not apply.

## CHAPTER IX – *Monitoring programme*

**Art. 67.** Fluxys implements a monitoring programme which aims to ensure that an active policy of non-discrimination and transparency is applied, both internally and externally, towards grid users. For the purposes of implementing this monitoring programme, Fluxys and its subsidiary Fluxys LNG are considered as the same entity.

**Art. 68.** Fluxys' monitoring programme is based on the following principles:

1° Transparency and non-discrimination between grid users or categories thereof, and

2° Protection of the confidential information relating to the grid users.

**Art. 69.** The monitoring programme applies to all employees of Fluxys within the scope of the provision by Fluxys of services linked to the transport of gas in Belgium.

**Art. 70.** The compliance officer is responsible for ensuring compliance with the monitoring programme in accordance with Art. 75 and Art. 76 below.

### *Section 1 – Internal policy rules*

**Art. 71.** Fluxys' internal rules of conduct comprise, in particular:

1. Procedures that the employees of Fluxys must follow in their contacts with the grid users or potential grid users.
2. Internal regulations, established in accordance with the Code of Conduct;
3. Rules concerning how to deal with the questions and files of the grid users or potential grid users.

**Art. 72.** As regards the protection of confidential information, the internal rules of conduct stipulate, in particular, that:

1° Confidential information cannot, in any way whatsoever, be disclosed by Fluxys to people that are not its own employees. This information may only be disclosed to those people or services that need to know in order to allow access to the transmission infrastructure or to allow the use of the transmission infrastructure.

The directors and employees of Fluxys, in so far as they have access to the confidential information, cannot be members of staff of a supply company, whether remunerated or not.

2° Fluxys and/or its employees may however disclose confidential information to:  
- the CREG and the *Administration de l'Energie* (Energy Administration), or any other relevant administrative body, in accordance with the provisions of the Gas Act and its executory decisions.

- The courts or arbitration panels that need to make a ruling on a dispute between Fluxys and a grid user, as well as the advisers that represent Fluxys before these bodies and the experts, if Fluxys' defence so requires.
  - Its Statutory Auditor.
  - the legal agents, contractors and subcontractors of Fluxys, in so far as they are subject to the rules of confidentiality that guarantee, in an adequate way, the protection of the confidentiality of information and in so far as there are no patrimonial interests in their mutual relations with supply companies or with one of their associated or affiliated companies.
- 3° Fluxys may use the confidential information given to it by the grid users or potential grid users for statistical purposes, providing that the resulting statistical data disclosed by Fluxys does not allow grid users or potential grid users to be individually identified.
4. The following is not considered confidential:
- information in the public domain;
  - any information other than information in the public domain passed on to Fluxys by a grid user or potential grid user which is divulged in accordance with the terms of a written agreement between Fluxys and the grid user or potential grid user that provided the information;
  - any information other than information in the public domain that Fluxys must give to a grid user or potential grid user and that is part of the data needed for the provision of transport services to this grid user or potential grid user.
  - information in the public domain according to the Code of Conduct, in particular information regarding quantities of reserved capacity and available capacity.
5. All Fluxys employees are held to the obligation of non-disclosure of confidential information to any non-authorized party throughout the term of their employment contracts and for a period of five years after the termination of said employment contracts.

**Art. 73.** The procedures that Fluxys employees have to follow in their contacts with grid users or potential grid users and the rules with regard to dealing with the questions and files of the grid users or potential grid users, provide, in particular, that:

1° When disseminating information, Fluxys employees must demonstrate the greatest possible discretion.

2° Only information in the public domain may be communicated externally. All other requests for information are transmitted to the relevant Fluxys departments to decide which information may be communicated, depending on the type of information requested.

3° Fluxys decides the Fluxys departments to which questions must be submitted and which deal with questions on:

- The operational exploitation of the transport installations.
- The commercial exploitation of the transport services.

- The technical exploitation of the transport installations,

*Section 2 – External policy rules*

**Art. 74.** Fluxys draws up external policy rules that are sent to grid users in accordance with Article 27 of the Code of Conduct.

*Section 3 – Compliance with the monitoring programme*

**Art. 75.** In connection with the Fluxys management, the compliance officer is responsible for ensuring compliance with the monitoring programme.

The compliance officer sees to the following missions:

1. To ensure the application of internal and external rules with regard to confidentiality, non-discrimination and transparency.
2. To give advice to Fluxys employees for any questions relating to the application of this programme;
3. To assess compliance with the monitoring programme.

**Art. 76.** Any member of Fluxys staff who becomes aware of an infringement of the compliance monitoring programme, whether intentional or unintentional, must duly notify the compliance officer.

CHAPTER X – *The congestion policy and related contractual provisions*

**Art. 77.** In accordance with Article 45 of the Code of Conduct, Fluxys pursues a pro-active congestion policy.

**Art. 78.** In the context of its pro-active congestion policy, Fluxys:

- (i) takes into consideration the lack of storage capacity in Belgium by allocating storage capacity in accordance with the priority rules defined by the Gas Act and Chapter III of these Main Conditions;
- (ii) provides for the annual reallocation of capacity in the storage contract in accordance with Art. 38;
- (iii) encourages optimal use of storage capacity by allowing the transfer of capacity in accordance with Chapter IV of these Main Conditions;
- (iv) encourages the actual use of capacity allocated by keeping an allocated capacity usage register as provided for in Chapter II of the present Main Conditions.

**Art. 79.** In the event of congestion, the procedure provided for in Article 48 of the Code of Conduct is applied.

CHAPTER XI – *The processing of natural gas for own use by the transport company  
and differences in the periodic energy balance*

*Section 1 – Register of own consumption*

**Art. 80.** Fluxys shall keep a register for each storage facility called the "register of own consumption".

**Art. 81.** The register cited in Art. 80 states, on a monthly basis, the quantity of gas off-taken for own use. These gas quantities are divided into the following categories:

1. Own use linked to compression;
2. own use linked to heating associated with pressure reduction;
3. own use linked to works on the facilities and losses; and
4. own use linked to drying, desulphurisation and heating of the facilities.

*Section 2 – Energy balance register*

**Art. 82.** Fluxys keeps a register for the Dudzele peak-shaving facility called the "energy balance register".

**Art. 83.** The register cited in Art. 82 states, on a monthly basis, the differential (positive or negative) in the overall energy balance for the Dudzele peak-shaving facility.

*Section 3 – Form of the register*

**Art. 84.** The registers cited in Art. 80 and Art. 82 shall take electronic form.

*Section 4 – Purchase of gas for own use*

**Art. 85.** Any purchases of natural gas for own use are made in a non-discriminatory and transparent manner, in accordance with the Fluxys external policy rules (cf. Art. 74). These purchases comply with the provisions of the Code of Conduct (cf. Article 2 of this Code).

## CHAPTER XII – *Rules applicable to the liability of the transport company or grid user and financial guarantees*

### *Section 1 – Liability*

**Art. 86.** Except in case of gross negligence, wilful misconduct or fraud, in case of contractual liability and/or concurrence of contractual and extra-contractual liability of Fluxys towards the storage user and/or their affiliated companies, or of the Storage user towards Fluxys and/or their affiliated companies, the compensation of any damage shall be limited to the direct and material damage having a causal link with the fault, and shall in no case exceed the limits provided for in Article 88.

Any other damage is expressly excluded.

**Art. 87.** Notwithstanding Article 86, in case of loss of gas, Fluxys shall be liable towards the storage user for the value of the gas injected into the storage by the storage user (the value shall be determined on the basis of the average price of gas on the Zeebrugge spot market during the injection period), insofar as the fault of Fluxys has been established in accordance with the common law.

In respect of the Loenhout storage facility, the Fluxys' liability for the loss of the stored gas shall be limited, per event and per storage user to:

- €25,000,000,
- multiplied by the quantity of gas in storage for this storage user at the time of the loss,
- and divided by the total quantity of gas as stored in the working volume at the time of the loss.

**Art. 88.** Without prejudice to any tariff penalty which may be due and without prejudice to Articles 64 alinea 2, 66 alinea 2 and 87 hereabove, compensation for the prejudice suffered by a party to the storage contract(s) in accordance with Article 86, shall not exceed €1,000,000 per contract year per storage facility and per storage user.

**Art. 88bis** Except in case of gross negligence, wilful misconduct or fraud, the parties shall agree to mutually waive any claim they may have against each other for personal injury suffered by their personnel or their powers of attorney.

Furthermore, the parties shall cause their insurers to accept this waiver of recourse and to incorporate it in their insurance policy(ies).

### *Section 2 – Financial guarantees*

**Art. 89.** In accordance with Article 93 of the Code of Conduct, Fluxys may decide to request financial guarantees from storage users. If Fluxys requests financial guarantees, it shall apply the non-discriminatory system provided for in Art. 90 to all storage users.

**Art. 90.** 1. The storage user must, at any moment and at the latest thirty (30) days prior to the date of delivery of the service, have at one's disposal a bank guarantee from a bank approved by the Banking, Finance and Insurance Commission (or equivalent body in one of the members of the European Union) of an amount at least equal to the average monthly amount (including VAT) calculated on the basis of the total invoice amount anticipated for the following contractual year and for which there is at least thirty (30) days left to run.

2. At the latest on the anniversary of the storage contract running and for which there is at least thirty (30) days left to run, the storage user shall each year prove to Fluxys that the financial institution that has delivered the bank guarantee or another financial institution that meets the requirements stipulated in para.1 above, has extended the duration of the bank guarantee and has adapted its amount according to the average monthly amount (including VAT) calculated on the basis of the total invoice amount planned for the following contractual year.

3. For a storage contract which does not exceed thirty (30) days, the user shall pay to Fluxys, at the latest on the date of delivery of the service, the amount of the invoice (VAT included) to be anticipated for the aforementioned storage contract.

**Art. 91.** 1. When the storage user does no longer meet the requirements stipulated in Article 90, he shall, at the risk of a breach of contract, immediately inform Fluxys about it by registered letter. The storage user has twenty (20) bank days in order to submit to Fluxys the proof of a new bank guarantee meeting the requirements mentioned in Article 90. After this twenty(20)-bank-day period has expired and unless a new bank guarantee is provided, the storage user's contract shall be suspended automatically and by right.

2. Unless the invoices are paid after the due date and after fourteen (14) calendar days from the receipt by the storage user of a formal notice sent by Fluxys by registered letter, Fluxys will be authorized to ask for the bank guarantee. From the moment Fluxys asks for the bank guarantee, the storage user shall, within twenty (20) bank days from the day Fluxys has asked for the bank guarantee, prove that the financial institution that has delivered the bank guarantee has adapted its amount at the level determined in Article 90 or will deliver a new bank guarantee in compliance with the conditions stipulated in Article 90. Failing this, the storage contract shall be suspended automatically and by right.

CHAPTER XIII – *Conditions linked to the termination of a contract and any compensation*

**Art. 92.** Without prejudice to Art. 38, the storage contracts concluded for a duration of several storage seasons provide the option for the storage user to terminate the storage contract at the start of each season by giving two months' notice and payment to Fluxys of compensation of 95% of the invoice amount (calculated on the basis of tariffs linked to capacity reservation - terms linked to usage are excluded) anticipated by the storage contract for the contractual period still to come.