

# GOPACS Product Conditions

# GOPACS

grid operator platform for congestion solutions



**GOPACS Product Conditions of Stichting GOPACS**, having its registered office at Utrechtseweg 310 M01 in 6812 AR Arnhem, The Netherlands. These Product Conditions can also be found on the GOPACS website.

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## 1 General

These GOPACS Product Conditions cover the use of Redispatch and calls for Capacity Limiting Products on the GOPACS Platform. The following Grid Operators will participate: Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V., N.V. Rendo, Coteq Netbeheer B.V., and Westland Infra Netbeheer B.V. (referred to collectively as '**Grid Operators**'), united in Stichting GOPACS.

Stichting GOPACS operates the GOPACS IT Platform in order to facilitate the exchange of data among and between Grid Operators and commercial market platforms and enable the use of Orders from Users for Congestion Management purposes. GOPACS also gives Users the possibility, subject to specific conditions, of placing Orders without having their own account on a Trading Platform.

## 2 Definitions

In these GOPACS Product Conditions ('**Product Conditions**'), the following terms are defined as follows:

- **GOPACS General Conditions:** the general conditions as amended from time to time and which apply to the use of the GOPACS Platform.
- **Buy Order:** a Redispatch bid whereby the User offers to purchase more electricity or produce less electricity on a specified connection than stated in the Forecast for that connection.
- **Capacity Limitation:** the situation in which a User waives the use of its (contracted) transmission capacity during an agreed period at the request of the Grid Operator.
- **Congestion Area:** A defined area where there may be or is a shortage of available transmission capacity and the Grid Operator has placed a (pre)announcement.
- **Congestion Management Portal:** a portal on the GOPACS platform on which the Congestion Service Provider (CSP) designated by the Connected Party within a Congestion Area declared by the Grid Operators, can place a Buy Order or Sell Order.
- **Clearing Price:** the price of a Buy Order or Sell Order stated by the CSP.
- **User:** a CSP offering adjustable power on GOPACS in the form of Redispatch or Capacity Limitation on behalf of one or more Connected Parties, or a Connected Party offering adjustable power on GOPACS in the form of a Capacity Limitation.
- **GOPACS:** the GOPACS foundation (*Grid Operators Platform for Congestion Solutions*), having its registered office at Utrechtseweg 310 M01 in 6812 AR Arnhem, The Netherlands.
- **GOPACS Platform:** the platform/website of GOPACS.

- **Trading Platform:** a continuous electricity trading platform with which GOPACS collaborates and on which CSPs can place a Buy Order or a Sell Order.
- **Redispatch:** modification of the generation and/or load inputs on connections as a result of activation of one or more Buy Order(s) and one or more Sell Order(s), as further defined in Section 5.1 of these Product Conditions, for the purpose of resolving congestion in the network.
- **Market Message:** a message from a Grid Operator to the market in response to an anticipated or observed congestion situation requesting Users/potential Users to offer adjustable power.
- **Electricity Network Code:** the decision of the Netherlands Authority for Consumers and Markets (ACM) of 21 April 2016, reference ACM/DE/2016/202151, setting the conditions referred to in Section 31 of the 1998 Electricity Act, and most recently amended by a Decision of said ACM or any regulation or decision replacing said decision.
- **Grid Operator:** each of Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V., Rendo N.V., Coteq Netbeheer B.V., or Westland Infra Netbeheer B.V., individually and collectively '**Grid Operators**'.
- **Order:** a Sell Order or Buy Order.
- **Sell Order:** a Redispatch bid whereby the User offers to purchase less electricity or produce more electricity on a specified connection than specified in the Forecast for that connection.
- **Spread:** the price difference between one or more Buy Order(s) and one or more Sell Order(s) which determines the cost to the Grid Operator linked to congestion resolution.
- **Consent Platform:** a platform that offers a data subject, in this case a Connected Party that is a natural person, the technical functionality to give consent to one or more parties to process their specific personal data, and withdraw their consent.

For the purposes of these Product Conditions, the terms and associated definitions from the Electricity Terms Code shall apply, unless otherwise provided on the above basis.

## 3 Participation in Congestion Management

### 3.1 Through Redispatch

To participate in Redispatch, the relevant User must be recognised as a CSP (see the document '[CSO Recognition procedure document](https://tennet-drupal.s3.eu-central-1.amazonaws.com/default/2022-12/Erkenningsprocedure%20CSP%20-%20public%20NL%20V1.pdf)', <https://tennet-drupal.s3.eu-central-1.amazonaws.com/default/2022-12/Erkenningsprocedure%20CSP%20-%20public%20NL%20V1.pdf>). In addition, the CSP must either be connected to a Trading Platform that supports Redispatch or participate via the Congestion Management Portal.

## 3.2 Through Capacity Limitation

To participate in Capacity Limitation, a User must be registered with GOPACS. A User can be either a CSP or a Connected Party.

## 4 The Redispatch Process

### 4.1 Identifying congestion and Market Message

A Grid Operator identifies any congestion within its area and seeks a solution to this congestion problem through GOPACS. The Grid Operator may choose to call for bilateral contracts with grid users for a Capacity Limitation via GOPACS, as well as to enter this congestion on the GOPACS Platform in order for a Redispatch to be performed. For the purpose of obtaining Buy and Sell Orders for that Redispatch, a Market Message will be issued from the GOPACS Platform, via the [gopacs.eu website](http://gopacs.eu).

CSPs can place a bid in response to a Market Message. A CSP does this either via a Trading Platform or via the Congestion Management Portal. With due observance of the relevant provisions of these Product Conditions, the Grid Operators will attempt to match one or more Order(s) with one or more counter-Order(s), thus creating a Redispatch.

### 4.2 Clearing of Redispatch

A Redispatch will be executed via the GOPACS system, with the Buy and Sell Orders being forwarded to the Trading Platform subject to the Trading Platform conditions. In principle, the financial settlement of a Redispatch will take place via the relevant Trading Platform. With respect to Users that participate via the Congestion Management Portal, the financial settlement of a Redispatch will take place between the User and the Grid Operator according to the methodology described in Section 5.3 of these Product Conditions. GOPACS will never have funds of Users at its disposal.

## 5 The Redispatch product

### 5.1 Definition of Redispatch

A Redispatch is a combination of one or more Order(s) (one or more Buy Order(s) and one or more Sell Order(s)). To qualify as a Redispatch, the combined Orders must collectively match per volume per PTE. With due observance of the consents given by the User, GOPACS may decide independently whether to call an Order that is fully linked to a counter-Order or only partially, so that a call can also consist of parts of the Order volume offered. The price difference between the Buy Order(s) and the Sell Order(s) (the 'Spread') represents the resulting cost to the Grid Operators. The price of the individual Buy and Sell Orders will be settled with the CSP. A Redispatch will be processed by GOPACS and the Orders to be activated will be transmitted to the relevant Trading Platform. If the Congestion Management Portal has been used in accordance with the manner described in Section 5.6. In the event of a call for the ROP product via GOPACS, see Section 5.8.

### 5.2 Requirements for orders for Redispatch

After prior registration of the relevant EAN18 code on the GOPACS Platform, a User can indicate whether its Order may also be used for Redispatch (in addition to participation in regular electricity

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trading<sup>1</sup>). This will be indicated for each Order placed on a Trading Platform or in the Congestion Management Portal.

Only Orders with an indication of the supply location can be combined into a Redispatch. The supply location is provided by the relevant User by stating an EAN18 code in the Order, which code relates to a connection to the Dutch electricity network.

There are no minimum or maximum prices or volumes as regards Orders. It is up to the Grid Operator to determine whether an Order is efficient.

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<sup>1</sup> If it is an Order from a congestion area, Electricity Grid Code Section 9 applies.

## 5.3 Rights and obligations of the Grid Operators concerned

### 5.3.1 Agreement for Redispatch

Redispatches are prepared via the GOPACS Platform by one or more Grid Operators subject to the following principles:

- When combining Buy Order(s) and Sell Order(s), the Grid Operators will take into account any identified transport restrictions and ensure that a specific Redispatch will not worsen or increase other transmission restrictions;
- With due observance of the foregoing, Grid Operators will seek to execute a Redispatch that solves the congestion identified by them at the lowest possible cost. Grid Operators will consequently look for Buy Order(s) and Sell Order(s) that result in the smallest Spread, taking into account the effectiveness of the location of the Orders for resolving the congestion.

### 5.3.2 Managing EAN codes on GOPACS

EAN18 codes that Users wish to use for Redispatch must be registered on the GOPACS Platform by the relevant User. Registration must be carried out according to the instructions at <https://en.gopacs.eu/join-gopacs/>. The new EAN codes will be processed by the Grid Operators within ten working days of registration on the GOPACS Platform. Processing includes collecting additional information about the connection, such as the connecting Grid Operator, and investigating the electrical impact of the location on specific network elements. In addition, the EAN18 codes provided will be checked against the pre-qualification criteria, as stated in the document '[CSO Recognition procedure document](#)' (<https://www.tennet.eu/nl/csp-register>). Only after this initial registration of an EAN code can the Orders actually be used by the Grid Operators for Redispatch.

### 5.3.3 Payment of activated Redispatch Orders by Grid Operators

The Grid Operators will comply with the agreed settlement conditions as stipulated in the market and clearing rules of the Trading Platform. All *activated Orders belonging to a* Redispatch (Section 3.3) will be paid via the Trading Platform, whereby the specified price in the Order will be settled with the CSP that placed the Order, and the (relevant) Grid Operator(s) will on balance pay the resulting Spread between the activated Buy and Sell Orders to the Trading Platform. If the validation process concludes that a CSP has not complied with the obligations for a Redispatch, the CSP will be addressed about this directly by the relevant Grid Operator in accordance with the Electricity Grid Code, whereby the Grid Operator can seek redress from the CSP for non-compliance with the obligations.

When an Order has been placed via the Congestion Management Portal, settlement is as described in Section 5.3.

## 5.4 Rights and obligations of the CSPs concerned

### 5.4.1 Power of attorney

GOPACS only provides administrative services within the framework of the Agreement on the basis of a power of attorney granted by the User to GOPACS (Section 3:60 of the Dutch Civil Code (DCC)). In so far as the Order has been placed via the Congestion Management Portal, GOPACS is also responsible for processing and keeping records of the Orders and ultimately for payment of the funds. GOPACS does not initiate any cash flows itself.



## 5.4.2 Commitment to Redispatch

By using the GOPACS Platform and designating an Order as suitable for inclusion in a Redispatch, the User accepts that it is bound by an Order accepted by the Grid Operators. Users will also execute an Order if it has been offered on a Trading Platform, subject to the conditions of the relevant Trading Platform. Users hereby authorise the Grid Operators to accept Orders on their behalf in so far as this leads to the creation of a Redispatch and is in accordance with these Product Conditions and the GOPACS General Conditions. When an Order is activated by a Grid Operator for the purposes of Redispatch, the following apply:

1. The User is obliged to supply or purchase the altered volumes within the agreed programme time unit (PTE) at the location of the stated EAN code for the Orders.
2. This supply is relative to their planned feed-in or purchase at the location at the time the Order is called as indicated by means of the Forecast. The planned feed-in or purchase is the Forecast (>1MW) for the connection, if available for the connection, or the 'generation and load schedule' according to EU legislation.<sup>2</sup> If an Order for a connection has been called as part of a Redispatch, the feed-in or purchase on the connection for the supply period may no longer be changed in the opposite direction of the call: if a Sell Order is called, the feed-in must not be reduced or the purchase increased and if a Buy Order is called, the feed-in must not be increased or the purchase reduced. Changes in the same direction as the call are permitted.
3. The full power of the called Order is expected to be available as from the start of the supply period. This means that any time needed to actually supply or reduce the called power must fall outside the supply period. Within one hour after the Order has been called, the CSP must send an updated Forecast in which the call has been processed.

*For example: According to the planning, a connection must produce 2 MW between 14:00 and 15:00 (i.e. 2 MWh). A CSP places a Buy Order for 1 MW for the same period on the Trading Platform, including the EAN code for that connection. This Order is subsequently called fully in a Redispatch. The CSP is now obliged to feed in a maximum of 1 MW (2MW planned – 1 MW Buy Order) during the supply period, a maximum of 0.25 MWh per PTE for this connection. However, the CSP is permitted to feed less than 1 MW into the grid.*

## 5.4.3 Consent for the Provision of Data to the Trading Platform

During the registration process for a connection to GOPACS, the CSP must indicate the Trading Platform via which the Order linked to the EAN code will be placed.

Among other things, CSPs must provide the following data to the Trading Platform, GOPACS, and the Grid Operators:

- Order details of their Order, including EAN18 code and power delivered;
- Contact details, including name, telephone number and e-mail address.

## 5.4.4 Price on clearing an Order as part of a Redispatch

The Clearing Price will be paid according to the rulebook of the relevant Trading Platform. For the sake of clarity: If an Order is cleared as part of a Redispatch, the CSPs concerned receive or pay the price of

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<sup>2</sup> Laid down, *inter alia*, in the System Operations Guidelines, CACM and GLDP.

their Buy Order(s) and Sell Order(s) multiplied by the called volume (MWh) of the Order. If more power is supplied than agreed in the accepted Order(s), the excess will not be paid for by the Grid Operator.

#### **5.4.5 Partial clearing of Orders**

In principle, Orders submitted for Redispatch are 'limit Orders' and are therefore partially callable. 'Partial' clearing of Orders takes place according to the rulebook of the relevant Trading Platform. For the sake of clarity: If an order is 'partially' cleared for Redispatch, the remaining volume remains available on the Trading Platform according to the rules of the relevant Trading Platform.

Applying 'limited partial callability' is only permitted for installations that cannot be adjusted up or down, or only partially to a limited extent.

- The application of 'all-or-none' is only permitted for installations that have technical restrictions for facilitating limit Orders, either in the generation or consumption installation or in the coupled production process; *(to the extent that the technical restriction stems from the lack of remote control capability, this is only permitted for installations that are defined as 'existing installations' according to paragraph 14 of the Grid Code).*
- In order to be permitted to use 'all-or-none' orders, a CSP must submit a statement to the Grid Operator explaining that it has such a technical restriction.
- If the technical restriction no longer applies to the installation, the CSP must report this to the Grid Operator and the option to use 'all-or-none' will be cancelled.
- If the installation to which a technical restriction applies is part of an aggregated Order within GOPACS, the possibility of applying 'all-or-none' will not apply.

CSPs wishing to make use of this option must demonstrate to the relevant Grid Operator for each connection that they meet the above conditions. It is up to the Grid Operator to give explicit consent for this.

#### **5.4.6 Nomination of Orders as part of a Redispatch**

Nomination of Orders as part of a Redispatch takes place according to the *market rules and clearing rules* of the relevant Trading Platform. This means that the general rules, processes and arrangements for trade nomination of the relevant Trading Platform apply in full.

#### **5.4.7 Congestion management**

The User that places Orders on the Trading Platform must meet the requirements of the Electricity Grid Code.

### **5.5 Rights and obligations of the Trading Platforms concerned**

#### **5.5.1 Redispatch service provision to Trading Platform participants**

Trading platforms that allow CSPs to place Orders that are eligible for a Redispatch act as Redispatch service providers for their participants. The provision of Redispatch services to their participants is governed by the market and clearing rules of the Trading Platform concerned and any arrangements made between the Trading Platform and its participants.

#### **5.5.2 Redispatch service provision to GOPACS**

Trading platforms that allow CSPs to place Orders that are eligible for a Redispatch also act as service providers for GOPACS.

### 5.5.3 Clearing of Orders

The Trading Platform or the party designated by the Trading Platform effectuates the clearing of Orders and informs the relevant CSPs and the Grid Operators about the result.

### 5.5.4 Provision of information to GOPACS

The Trading Platform must provide the following information (as a minimum) to GOPACS:

1. Orders marked as suitable for Redispatch;
2. Required order attributes necessary for correct processing of the Order;
3. Result of Order clearing;
4. Subject to the CSP's consent: name, telephone number and e-mail address of the CSP as known to the Trading Platform.

### 5.5.5 Provision of information to CSPs

The Trading Platform must provide the following information to CSPs that place orders for Redispatch:

- Orders made in the context of Redispatch;
- Orders that have been cleared as part of Redispatch.

### 5.5.6 Trading Platform settlement

The Trading Platform effectuates settlement of cleared Orders. For the sake of clarity: This is governed by the rulebook of the relevant Trading Platform.

## 5.6 Additional provisions for offering direct Orders on GOPACS

Under certain conditions, it is possible for a CSP to place Orders for Redispatch on GOPACS through the Congestion Management Portal without the intervention of a Trading Platform. This is only possible with the explicit prior consent of the Grid Operator. This section includes some additional requirements for placing Orders through the Congestion Management Portal; these differ from what is described in Section 5.4 .

### 5.6.1 Authorisation of Grid Operator

By entering into the Agreement for use of the Congestion Management Portal on GOPACS, the User instructs the Grid Operator to match Orders into a Redispatch in its own name and for the benefit of the User. This means that the Grid Operator concludes the transaction in its own name and for the benefit of a CSP. This provision is to be treated as a third-party clause within the meaning of Section 6:253 DCC and can be invoked by the Grid Operator directly against the User.

1. Provisions in addition to and deviating from paragraph 5.4. The placing of Orders through the Congestion Management Portal on GOPACS is only possible with the explicit prior consent of the Grid Operator. In that context, the Grid Operator may also set conditions for the delivery locations (EAN18 codes) for which direct Orders can be made on GOPACS.
2. Section 5.4.2(2) *generation and load schedule* does not apply to Orders placed via the Congestion Management Portal.
3. By way of derogation from Section 5.4.6, when Orders are called through the Congestion Management Portal on GOPACS, an imbalance adjustment for the BRP of the connection will be applied.
4. By way of derogation from Section 5.4.4, the relevant Grid Operator will charge or reimburse the CSP by sending it an invoice. If relevant, this invoicing will be consolidated and effectuated on a

monthly basis. Subject to proof to the contrary, the records of GOPACS will be leading in determining the amounts to be invoiced or reimbursed by a Grid Operator to a CSP.

5. Processing of personal data and privacy: Information regarding the processing of personal data and GOPACS' privacy policy can be accessed at: <https://en.gopacs.eu/privacy-policy/>

## 5.7 Declaration of participation

### 5.7.1 Signing of Participation Agreement

Users declare their participation in Redispatch by signing the 'Redispatch Participation Agreement'. Users do this during the login process on GOPACS.

### 5.7.2 Content of the agreement

The 'Redispatch Participation Agreement' includes:

1. Statement of consent and agreement to the (Redispatch) Product Conditions
2. Statement of consent and agreement to the GOPACS General Conditions.

### 5.7.3 Changes in the list of EAN codes

The User must report any changes in the EAN codes it wishes to use for Redispatch to GOPACS according to the instructions at [www.gopacs.eu](http://www.gopacs.eu). If the change has been processed successfully, the User will receive a confirmation e-mail from GOPACS.

## 5.8 Call of ROP product via GOPACS

Orders for the Reserve Power Other Purposes (ROP)<sup>3</sup> product offered by CSPs directly to TenneT may eventually be selected by Grid Operators via GOPACS for use for the Redispatch product on GOPACS. Once these Orders become available for selection on GOPACS, they can be used by all Grid Operators for the purposes specified in the Grid Code. Bidding by the CSPs, use by the Grid Operators, and physical and financial settlement of activated Orders for these ROP Orders will take place according to the prevailing Conditions and Product Specifications Reserve Power Other Purposes, to be found on TenneT's website.

## 6 Capacity-limiting Contracts

The GOPACS Platform provides a functionality to facilitate part of the messaging intended for the deployment of a Capacity Limitation between User and Grid Operator. For this purpose, the Grid Operator and User must agree on a capacity-limiting contract as referred to in Annex 12 to the Electricity Grid Code.

To make use of this functionality, the User must register the relevant connection and associated contract information in GOPACS. If the User is a CSP that has concluded a capacity-limiting contract with the Grid Operator on behalf of a Connected Party, the data must be checked against the pre-qualification criteria, as stated in the document ['CSP Recognition procedure](#)

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<sup>3</sup> In Dutch: *Reservevermogen Overige Doeleinden (ROD)*

document'(<https://tennet-drupal.s3.eu-central-1.amazonaws.com/default/2022-12/Erkenningsprocedure%20CSP%20-%20public%20NL%20V1.pdf>).

After registration, the User may receive the call data for a Capacity Limitation for the relevant connection(s) via the GOPACS Platform. The GOPACS platform provides the option for the User to confirm receipt of this call data to the Grid Operator.

This functionality only provides for the messaging aimed at calling a Capacity Limitation. The financial settlement is not effectuated through GOPACS but will take place in accordance with the conditions as stipulated in the capacity-limiting contract between the Grid Operator and the User.

Providers are not necessarily CSP-accredited, but must go through GOPACS registration (see GOPACS Registration Guide at <https://en.gopacs.eu/documentation/>).

If the connection operates through a CSP, it must be pre-qualified. If the Connected Party enters into the contract directly with the Grid Operator, that connection will not be pre-qualified as such, but it will be registered in GOPACS.

All terms and conditions, including financial settlement, run outside GOPACS, and are outlined in the capacity-limiting contract.

## 5.2 Technical connection with GOPACS

GOPACS is entitled to make changes to the API links. Where changes are of such a nature that already existing links need to be adjusted (so-called 'breaking changes'), reasonable notice will be given and a reasonable transition period will be observed.

GOPACS reserves the right to deviate from the above in emergency situations or in the event of major security risks.

## 7 Validation of delivery

### 7.1 Validation process

The Grid Operators use measurements – which the Grid Operator already obtains through the party responsible for measurement for implementation of the allocation processes – of the EAN18 codes specified and, if applicable, Forecasts to test the supply in accordance with the procedure specified in the NCE.

## 8 Use of GOPACS Platform

1. All copyrights and other intellectual property rights relating to the GOPACS Platform, including the products in accordance with these Product Conditions, are owned by GOPACS. The User and other Users thereof acknowledge these rights and warrant that they will refrain from any infringement thereof, including from making copies other than technical copies necessary in order to use the GOPACS Platform.
2. The GOPACS Platform contains hyperlinks to other websites and platforms maintained by third parties. GOPACS has no influence whatsoever on the information, products, and services shown

on those websites and platforms and accepts no liability for any loss or damage arising in any way from the use of those websites.

## **9 Applicability of the Product Conditions**

1. These Product Conditions apply to every agreement between GOPACS and a User that is drawn up by registration of the User on the GOPACS Platform.
2. Deviations from these Product Conditions will only be effective if they have been agreed in writing between GOPACS and the User.
3. GOPACS reserves the right to amend these Product Conditions. The latest version of the Product Conditions will in all cases be published and available on the [GOPACS website \(http://en.gopacs.eu/\)](http://en.gopacs.eu/).