





Prilog br. 1 Ugovoru o zajedničkom korištenju Terminala	Appendix No. 1. to the Joint Terminal Use Agreement
PRIJAVA ZA PRISTUP UGOVORU O ZAJEDNIČKOM KORIŠTENJU TERMINALA	APPLICATION FOR ACCESSION TO THE JOINT TERMINAL USE AGREEMENT
15.06., Zagreb, 2020.	15.06., Zagreb, 2020.
MFGK Croatia d.o.o. (dalje: Pridruženi zajednički korisnik terminala za UPP), OIB: 13711462122 adresa: Savska cesta 32, Zagreb, osnovano i djeluje u skladu s zakonima Republike Hrvatske, zastupano od strane Gábor Orbán, Direktor, član Uprave i Zsuzsanna Kem, Direktor, član Uprave, djeluje na temelju punomoći	MFGK Croatia d.o.o. (hereinafter referred to as: the Associate Joint-User), OIB: 13711462122, address: Savska cesta 32, Zagreb, established and acting in accordance with the legislation of Republic of Croatia, represented by Gábor Orbán, Director, member of the Board and Zsuzsanna Kém, Director, member of the Board, acting on the basis of authorization
s obzirom da su:	considering that:
(A) Pridruženi zajednički korisnik terminala za UPP i Operator terminala za UPP sklopili Ugovor o korištenju Terminala (dalje: Ugovor o korištenju Terminala) (koji zajedno s ostalim definicijama koje počinju velikim početnim slovom imaju isto značenje kao ono dato u Pravilima korištenja Terminala za ukapljeni prirodni plin (dalje: Pravila) u skladu s uvjetima i odredbama Pravila, uključujući posljednje dopune i izmjene;	(A) The Associate Joint-User and the Operator have concluded the Terminal Use Agreement (hereinafter referred to as: the TUA) (that together with other definitions beginning with capital letter has the same meaning as that given in the Rules of Operation of Liquefied Natural Gas Terminal (hereinafter referred to as: the ROO) in accordance with the terms and conditions of the ROO, including the last amendments and alterations;
(B) Kako bi se osigurala mogućnost da Zajednički korisnici terminala za UPP koriste Terminal na učinkovit način, određeno je da se nekoliko Zajedničkih korisnika terminala za UPP koji koriste Terminal istovremeno u svrhu korištenja Kapaciteta uplinjavanja UPP-a smatraju jednim Zajedničkim korisnikom terminala za UPP;	(B) In order to ensure the possibility for Joint-Users to use the Terminal in an effective way it is established that several Joint-Users using the Terminal simultaneously for the purpose of use of the LNG Regasification Capacities will be regarded as one gross Joint-User;
(C) Kad se, u skladu s odobrenim Rasporedom usluga Korisnika terminala za UPP, uplinjava Teret dostavljen od strane navedenog Korisnika terminala za UPP, tj. Ustupitelja UPP-a, dok dostava Tereta za drugog Korisnika terminala za UPP, tj. Preuzimatelja UPP-a, u tom periodu prema nije predviđena odobrenom Rasporedu usluga Preuzimatelja UPP-a, pri čemu bi se Uplinjavanje UPP-a za Preuzimatelja UPP-a trebalo obaviti prema njegovom individualnom Rasporedu usluga, započet će	(C) When, according to Terminal User's approved Service Schedule, the Cargo delivered by this Terminal User, i.e. LNG Lender, is being regasified, while the delivery of the Cargo for another Terminal User, i.e. LNG Borrower, is not envisaged in that period by approved Service Schedule of LNG Borrower, whereby LNG Regasification should be performed for LNG Borrower according to his individual Service Schedule, LNG Regasification should be started for the LNG Borrower. In

<p>Uplinjavanje UPP-a za Preuzimatelja UPP-a. U tom slučaju, dio Tereta Ustupitelja UPP-a, uključujući Gubitak plina (tj. Dostupna količina UPP-a za pozajmljivanje) se automatski pozajmljuje Preuzimatelju UPP-a (dalje: Pozajmljena količina UPP-a), bez posebnog sporazuma ili suglasnosti, s obzirom na Zajednički raspored korištenja Terminala za UPP utvrđen od strane Operatora terminala za UPP;</p>	<p>such situation, part of the LNG Lender's Cargo, including the amount of Gas Loss, (i.e. Loanable Amount of LNG), is lent to the LNG Borrower automatically (hereinafter referred to as: Borrowed Amount of LNG), without separate agreement or consent, with regard to the Joint LNG Terminal Schedule established by Operator;</p>
<p>(D) Količina UPP-a koja se može pozajmiti jednaka je količini UPP-a koju Preuzimatelj UPP-a treba vratiti Ustupitelju UPP-a, prema uvjetima i postupku postavljenima u ovom Ugovoru, uključujući Gubitak plina (dalje: Povratna količina UPP-a);</p>	<p>(D) Amount of LNG available for loan is equivalent to the LNG quantity which needs to be returned by the LNG Borrower to the LNG Lender according to the terms and procedure set in this Agreement including the Gas Loss (hereinafter referred to as: the Returnable Amount of LNG);</p>
<p>(E) Operator terminala za UPP mora poduzeti odgovarajuće aktivnosti kako bi omogućio Zajedničkim korisnicima terminala za UPP da pozajmljuju Pozajmljenu količinu UPP-a i vraćaju Povratnu količinu UPP-a u skladu s uvjetima i odredbama određenima u Pravilima;</p>	<p>(E) The Operator must perform certain activities in order to enable Joint-Users to borrow Borrowed Amount of LNG and return the Returnable Amount of LNG in accordance with the terms and conditions set forth in the ROO;</p>
<p>(F) Pravila reguliraju prava i obaveze Zajedničkih korisnika terminala za UPP oko posuđivanja Pozajmljene količine UPP-a i vraćanja Povratne količine UPP-a naznačene u Ugovoru o zajedničkom korištenju Terminala;</p>	<p>(F) The ROO provide for rights and obligations of Joint-Users related to borrowing Borrowed amount of LNG and returning of the Returnable amount of LNG set forth in the Joint Terminal Use Agreement;</p>
<p>(G) Operator terminala za UPP i Početni zajednički korisnici terminala za UPP, kako su definirani Ugovorom o zajedničkom korištenju Terminala priloženom ovoj Prijavi (dalje: Ugovor), sklopili su Ugovor;</p>	<p>(G) The Operator and Initial Joint-Users, as they are defined in the Joint Terminal Use Agreement enclosed to the Application (hereinafter referred to as: the Agreement), have entered into the Agreement;</p>
<p>(H) Člankom 9.2 Ugovora predviđena je mogućnost pristupanja Ugovoru potpisivanjem i podnošenjem Operatoru terminala za UPP Pristupne prijave;</p>	<p>(H) Article 9.2 of the Agreement provides for the possibility to accede to the Agreement by signing the Application for Accession and submitting it to the Operator;</p>
<p>stoga, potpisivanjem ove Pristupne prijave, potvrđujem da sam upoznat i prihvaćam sve odredbe Pravila i Ugovora (uključujući ali ne ograničeno na odredbe o rješavanju spora arbitražom), te izražavam svoju volju pristupiti Ugovoru i postati njegova Strana od dana</p>	<p>therefore, by signing this Application for Accession, I confirm that I am familiar with and accept all the provisions of the Rules and the Agreement (including but not limited to the provisions on resolving disputes by arbitration), and I express my will to accede to the Agreement and become a Party of it</p>

potpisivanja i predaje ove Pristupne prijave Operatoru terminala za UPP.	from the day of signing and submission of this Application for Accession to the Operator.
Adresa i nužne informacije Pridruženog zajedničkog korisnika terminala za UPP:	Address and necessary information for the Associate Joint-User:
MFGK Croatia d.o.o. Savska cesta 32, 10000 Zagreb, Croatia OIB: 13711462122 Telefon: +36 20 5690463 E-mail: domonyiksz@mfgk.hu; info@mfgkcroatia.hr	MFGK Croatia d.o.o. Savska cesta 32, 10000 Zagreb, Croatia OIB: 13711462122 Telephone: +36 20 5690463 E-mail: domonyiksz@mfgk.hu; info@mfgkcroatia.hr
Bankovni račun za namirivanje: HR1523600001102866044	Bank settlement account: HR1523600001102866044
Banka: Zagrebačka banka d.d.	Bank: Zagrebačka banka d.d.
SWIFT/BIC kod: ZABAHR2X	SWIFT/BIC code: ZABAHR2X
Osobe ovlaštene zastupati Pridruženog zajedničkog korisnika terminala za UPP:	Persons authorised to represent the Associate Joint-User:
Gábor Orbán, Direktor, član Uprave, +36 20 6103171, gorbán@mfgk.hu, ili	Gábor Orbán, Director, member of the Management Board, +36 20 6103171, gorbán@mfgk.hu, or
	
Zsuzsanna Kem, Direktor, član Uprave, +36 30 4179387, kemzs@mfgk.hu	Zsuzsanna Kem, Director, member of the Management Board, +36 30 4179387, kemzs@mfgk.hu
	

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