

**REZULTATI JAVNE RASPRAVE  
SA ZAINTERESIRANOM JAVNOSTI PROVEDENE  
OD 25. LIPNJA do 9. SRPNJA 2021.**

Prijedlog Pravila korištenja terminala za ukapljeni prirodni plin

Članak Pravila	Podnositelj primjedbe	Primjedba (Pravila korištenja terminala za ukapljeni prirodni plin)	Odgovor	Obrazloženje
Općenito	Općina Omišalj	<p>Pravila korištenja terminala za ukapljeni prirodni plin u odnosu na Zakon o terminalu za ukapljeni prirodni plin („Narodne novine“ 57/18) svakako su akt nižeg reda pa se postavlja pitanje njihove zakonitosti.</p> <p>Naime, pravila korištenja terminala navode punjenje manjih brodova i kamiona na Krku, dok Zakon kao mjesto opskrbe navodi luku Mlaka odakle se treba vršiti daljnja distribucija UPP za potrebe morskog i kopnenog prometa. Sve je to prilično jasno definirano člancima 3., 4. i 5. Zakona, dok članak 6. izričito navodi i faze gradnje:</p> <p>„(3) Investitor će realizirati projekt terminala za UPP na otoku Krku kroz:</p> <ol style="list-style-type: none"> <li>1. gradnju terminala za UPP u dvije faze: <ul style="list-style-type: none"> <li>– gradnja plutajućeg terminala za UPP u prvoj fazi</li> <li>– gradnja kopnenog terminala za UPP u drugoj fazi</li> </ul> </li> <li>2. gradnju mjesta za opskrbu UPP-om u luci Rijeka.“</li> </ol>	Pojašnjeno	<p>Pojašnjavamo da su Pravila sukladna zakonskim propisima, uključujući i Zakon o terminalu za ukapljeni prirodni plin („Narodne novine“ 57/18).</p> <p>Pretpostavljamo da se komentar odnosi na aktivnosti ponovnog pretovara UPP-a koja djelatnost nije istovjetna opskrbi UPP-om na koju se komentar referira, niti podliježe propisima na koje se komentar referira.</p>

		Slijedom navedenog, proizlazi da se ne smije graditi mjesto za opskrbu na Krku, pored ovako napisanog Zakona.		
Općenito	Općina Omišalj	<p>LNG Hrvatska u svom konzultacijskom dokumentu uz javno savjetovanje navodi:</p> <p>„Pravilima se uređuje opis terminala za UPP, razvoj, izgradnja i održavanje terminala za UPP, upravljanje terminalom za UPP, ugovorni odnosi i opći uvjeti korištenja terminala za UPP, rezervacija i korištenje kapaciteta terminala za UPP, mjerna pravila i pravila raspodjele, objava podataka i razmjena informacija, naknada štete i pravila prodaje UPP-a ili prirodnog plina korisnika terminala za UPP u otvorenom postupku.“</p> <p>Pravilima propisane aktivnosti na terminalu nisu dozvoljene, jer nisu u skladu i/ili nisu niti navedene u Studiji utjecaja na okoliš (u daljnjem tekstu: SUO).</p> <p>Pravila korištenja terminala ne pružaju dovoljnu sigurnost građanima Općine Omišalj, kao i trećim pravnim i/ili fizičkim osobama, za brzu i pravičnu nadoknadu eventualne štete koju operater terminala i/ili njegovi partneri u korištenju terminala mogu prouzročiti svojim operacijama direktno, ili indirektno djelovanjem prirodnih nepogoda na brod skladište LNG, postrojenje terminala kao i opremu.</p>	Pojašnjeno	Pojašnjavamo da su Pravila kao i projekt odnosno aktivnosti Terminala za UPP sukladni SUO, a što je potvrđeno pravomoćnom sudskom presudom Visokog upravnog suda RH posl.br. Usž-2245/19 od 12.6.2019. Dodatno se skreće pažnja da su postupci vezani za maritimnu sigurnost pri manevru dolaska, pristajanja, priveza, odveza i manevra odlaska manjih brodova za prijevoz UPP-a obrađeni u dokumentu „Dopuna maritimne studije za LNG FSRU Krk – Privez small-scale LNG brodova na LNG FSRU Krk“, a koji je od strane nadležnog tijela prihvaćen i odobren 29.4.2021. Također, dodatno se skreće pažnja da će postupci ponovnog pretovar UPP-a s terminala u kamione za prijevoz UPP-a biti definirani kada se zadovolje svi propisi koji reguliraju navedene aktivnosti i ishode sve potrebne dozvole, odnosno rješenja. Obzirom na obveze koje proizlaze iz Zakona o tržištu plina (Narodne novine, br. 18/18 i 23/20), operator Terminala za UPP prethodno je dužan, kako za postojeće tako i za planirane usluge, standardne i nestandardne usluge, urediti Pravilima korištenja terminala za ukapljeni prirodni plin odnose s korisnicima Terminala za UPP te je stoga u predmetna Pravila

				<p>uključena i aktivnost ponovnog pretovara UPP-a u kamione za prijevoz UPP-a. Prema tome, Pravila su sukladna zakonskim propisima, uključujući i Zakonu o terminalu za ukapljeni prirodni plin („Narodne novine“ 57/18).</p> <p>U odnosu na komentar za naknadu štete, pojašnjavamo da Pravila i Opći uvjeti uređuju samo odgovornost za štetu između operatora terminala za UPP i korisnika terminala za UPP, odnosno njihovih oštećenih osoba (poglavlje XVI Pravila i čl. 21.-26. Općih uvjeta). Na pitanje odgovornosti operatora terminala za UPP prema trećim osobama koje nemaju veze s korištenjem terminala za UPP, na ime štete koja eventualno nastane trećima kao posljedica operacija na terminalu odnosno djelovanja operatora terminala za UPP, primjenjuju se mjerodavni prisilni propisi ovisno o prirodi nastale štete, a prije svega odredbe Zakona o obveznim odnosima kao općeg propisa koji regulira izvanugovornu odgovornost za štetu.</p>
General remarks	Anonimno	Laytime calculation original wording which is industry standard to be kept	Accepted	Comment accepted and provision amended accordingly. Please note that the definition of the PBS was amended accordingly.
General remarks	Anonimno	OBA 1 day equivalent of regas (60 GWh/day) with the connecting system operator balancing to be in place for smooth operations	Explained	Please note that at this moment OBA concluded between the operator of the transport system and the Operator does not cover this issue but only measurement differences between the two systems. Please note that such services may be

				included in the future depending on the transport system operator's decision.
General remarks	Anonimno	Heel usage (for any reasons) to be treated as borrowed amount from Terminal to the User and to be returned in kind once User's cargo arrives. In case of no more cargo from the User with borrower position then only financial settlement applies	Partially accepted and explained	Please note was the comment was partially accepted and the LNG amount for LNG Heel is now treated as a borrowed amount of LNG between Terminal Users (from the Lender to the Borrower - see Art. 38.6. ROO).
General remarks	Anonimno	Trucking slots and volumes of reload services to be able to switch freely between regas profile for any given months up to 10 days in advance of the scheduled slot while having no impact on other users.	Not accepted	Please note that the trucking slots and volumes of reload services may be switched if stated so in the delivered MDP, as envisaged by the new ROO. The new ROO does not envisage changes of the regas/reload services after the MDP was submitted by the terminal user (i.e. 10 days in advance).
General remarks	Anonimno	Trucking scheduling is based on "first come, first served" principle. In case of overbooking interest slots to be allocated proportional to the yearly regas capacity booking.	Explained	Please note that these issues shall be resolved in the technical document that will regulate trucking reloading services.
General remarks	Anonimno	Referencing consistently for reload besides discharge throughout the whole document	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so

				that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
General remarks	Anonimno	MDP and ADP planning deadlines to be kept as original or if not possible only change from 2023 gas year	Explained	Please note that other terminal users required ADP/MDP planning to be implemented earlier than as foreseen by the new ROO (see comment after the next one). The Operator tried to accommodate terminal users' requests to the maximum extent possible. Also, please note that the new deadlines for ADP/MDP shall be applicable only in the gas year 2022/23 and thereon.
General remarks	Anonimno	Our comments are based on our experience gained during the first gas year of Terminal commercial operation. We are at the impression that the proposed changes are mostly making the Operator in an overall better position, therefore our intention is also to protect interest of Terminal Users.	Explanation	Please note that in many situations terminal users had contrary comments regarding the same issues and the operator tried to align the changes of the ROO pursuant to received comments. Answers to all comments are provided hereunder.
Općenito	Anonimno	Rok za zakup transportnih kapaciteta je do 1. srpnja te se predlaže sve rokove prilagoditi tome, odnosno do 30. lipnja imati odobreni ADP bez obzira da li korisnici postignu zajednički dogovor ili raspored usluga izrađuje operator terminala. Odobravanje ADP nakon 1. srpnja može uzrokovati znatne operativne poteškoće i dodatne financijske troškove korisnicima terminala. Osim nepovoljnije pregovaračke pozicije prilikom ugovaranja nabave LNG-a, isto može imati utjecaj na povećanje troškova zbog viših cijena, s obzirom na kratak vremenski period do početka isporuke	Pojašnjeno	Skrećemo pažnju da su pojedini korisnici terminala postavili kontradiktorne zahtjeve za planiranje godišnjeg / mjesečnog plana rasporeda usluga. Operator je nastojao maksimalno usvojiti komentare korisnika te je sukladno tome i odredio predmetne rokove unutar Pravila.

Općenito	Anonimno	Potrebno je definirati broj značajnih znamenki zaokruživanja prilikom određivanja sadržaja energije plina koji je dopremljen na Terminal, kako bi se prevenirale moguće razlike u izvještajima različitih nadzornika.	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena (čl. 63 Pravila)
Općenito	OilSpec International d.o.o.	Kako prilikom obračuna količina UPP, na prihvati i na otpremi, ne bi došlo do odstupanja u iskazanoj količini UPP u slučaju angažmana više nadzornika, mišljenja smo da bi upute o samom izračunu trebale biti detaljnije opisane. Naime, većina terminala u svijetu ima slična uputstva s ciljem zaštite od reklamacija koje se odnose na obračun količine UPP. S obzirom da svako zaokruživanje u obračunu i iskazivanju rezultata „određene vrijednosti“ čini razliku u konačnom izračunu energije, mišljenja smo da bi ovakva dopuna bila od koristi i pomoći u radu LNG terminala. Kao primjer navodim situaciju, u slučaju da je na prihvatu UPP angažiran samo jedan nadzornik, obračun će uvijek biti isti. Ukoliko se na predmetnom prihvatu/otpremi UPP angažira i nadzornik druge strane, konačan obračun UPP svakog nadzornika će se vjerojatno razlikovati a zbog različitog pristupa obračunu i zaokruživanju (broj decimala u obračunu). Predmetni problem može se pojaviti i u slučaju neovisne kontrole treće strane, koja se može dogoditi u slučaju potencijalno moguće reklamacije. Stoga predlažemo dopunu članka 63., novim stavkom br. 11.	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena (čl. 63 Pravila)
Općenito	Anonimno	Osim odredbi kojima se uređuje nadoknada plina u odnosu na troškove povezane s nedolaskom brodova i minimalnu operativnu	Pojašnjeno	Skrećemo pažnju da je pitanje odgovornosti za troškove vezano uz pokretanja rada terminala već riješeno u čl.

		<p>razinu UPP-a, Pravilima je potrebno urediti pitanje troškova povezanih s ponovnim pokretanjem rada terminala. Predlažemo da predmetni trošak snosi onaj korisnik ili više korisnika terminala čiji brodovi nisu dopremili UPP (prema odobrenom godišnjem rasporedu). U tom slučaju bi se udio troškova koji snosi pojedini korisnik terminala mogao izračunavati ponderiranjem ukupne količine svih tereta koje navedeni korisnici terminala nisu dopremili na terminal, u odnosu na količine tereta svakog pojedinog korisnika terminala koji nije dopremio teret na terminal, a zbog kojeg izostanka je došlo do troška ponovnog pokretanja rada terminala</p>		<p>70 st. 4 Pravila i, u odnosu na troškove ponovnog pokretanja terminala koji spadaju u gubitak plina, u čl. 12 Politike raspodjele plina.</p>
<p>Art. 2/8 Art. 2/42</p>	<p>Anonimno</p>	<p><i>“8. Allowable Gas Loss – LNG loss at the Terminal which may amount to a maximum of 2% of the total received LNG quantities at the Terminal in accordance with the <u>Natural Gas Allocation Policy</u>.”</i></p> <p><i>“42. Natural Gas Allocation Policy – rules establishing the principles of calculation of natural gas available at the Terminal which are adopted by the Operator and published on its website.”</i></p> <p>Without knowing the content of the Natural Gas Allocation Policy we cannot fully understand RoO. Please clarify when this document will be published and whether we will have a chance to make comments on it as well.</p>	<p>Explanation</p>	<p>Please note that the Natural Gas Allocation Policy is not amended at this point so all terminal users are familiar with its content. The Natural Gas Allocation Policy will be published together with the ROO, but not more as an appendix to the ROO but as a separate document. The Operator shall amend all future versions of the Natural Gas Allocation Policy in accordance with the terminal users comments after consultations..</p>
<p>Čl. 2(2)-18</p>	<p>Anonimno</p>	<p>Earliest after 1. <b>October</b></p>	<p>Accepted</p>	<p>Comment accepted and provision amended accordingly.</p>

Čl. 2(2)-18	Anonimno	<p>Predlažemo da se u definiciji <i>Kratkoročnog kapaciteta</i> briše dio odredbe u skladu koje se predmetni kapacitet može koristiti najranije nakon 1. studenog tekuće plinske godine.</p> <p>Predmetno ograničenje predstavlja ograničenje prema korisnicima terminala, posebice u odnosu na odredbe članka 17. stavka 2. Pravila, u skladu kojima operator terminala objavljuje slobodni kapacitet za <u>mjesec listopad</u> te korisnik terminala ima pravo ugovoriti kratkoročni kapacitet za predmetni mjesec, ali ga ne može koristiti.</p>	Prihvaćeno	Komentar prihvaćen i odredba izmijenjena.
Čl. 2(2)-22	Anonimno	<p><i>Surveyor</i> – an independent expert hired by Terminal Users and/or LNG Supplier who boards the Floating LNG Storage and Regasification Unit to independently <u>examine</u> <del>control</del> and confirm that all the gas measurement and analysis devices and equipment are certified and calibrated, as well as to <del>control</del> <u>examine</u> and confirm the quantity and quality of the discharged cargo</p>	Accepted	The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account
Čl. 2(2)-23	Anonimno	<p>LNG <u>Operation</u> <del>Discharge</del> <i>Order</i> – request of the Terminal user to the Operator for a certain quantity of cargo to be discharged to <u>or to be reloaded from</u> the Terminal. - so one document can work for both operations</p>	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the



				future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 2(2)-31	Anonimno	<p><i>Approved Monthly Service Schedule</i> – mandatory Monthly Service Schedule in which, for each Terminal User, the projection of LNG <del>regasification</del> <u>Regasification Capacity</u> and <del>dispatch capacities from the Terminal,</del> <u>projection of reload</u> as well as the arrival times of LNG Carriers <u>or projection of LNG Transport Trucks</u> with the indicated cargo quantities for the <del>following</del> <u>indicated</u> month, are indicated. - this would allow for later binding nomination or swithching from regas to reload</p>	Explained	<p>Please note that the exact way the reloading service shall be requested by the terminal user (including submitting of the monthly service schedule) shall be regulated by the technical conditions for reloading into LNG Carriers and LNG Trucks, pursuant Art. 2.2.70-73 ROO. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload. Word “projection” was erased in the provision to specify what information is submitted in the Monthly Service Schedule.</p>
Prije Čl. 2(2)-40 (sada 2(2)-46)	Anonimno	Open Season Process definition to be deleted	Explained	Please note that the definition was retained due to reference in Art. 17/6 GTC
Čl. 2(2)-46 (sada 2(2)-47)	Anonimno	<p><i>Notice of Readiness</i> – notice issued by the master <del>and/or commander</del> of an LNG Carrier concerning the readiness of the LNG Carrier for <del>eargo</del> discharge <u>or for reload</u> <u>in accordance with the Technical Conditions of the Terminal</u></p>	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of

				the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload. Please note that the reload (to both trucks and carriers) shall be confirmed by the operator so Art. 2.2.47 was amended accordingly.
Čl. 2(2)	Anonimno	Define term of Terminal as it is nowhere defined but referenced many times	Explained	Please note that the definition is already provided in the ROO (see Art. 1.1.)
Čl. 2(2)-60	Anonimno	<del>Ship/Shore</del> Safety Checklist – document recording the procedure of controlling all the prescribed prerequisites for initiating LNG discharge <u>or reload</u> , which is signed by the <del>representatives</del> <u>responsible persons</u> of the LNG Carrier, <u>the port</u> and the Terminal after the procedure is completed.	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 2(2)-63	Anonimno	Predlažemo da se u definiciji <i>Slobodni kapacitet</i> briše sljedeći dio definicije: „i odluci operatora terminala za UPP o maksimalnoj	Pojašnjeno	Pojašnjavamo da se Pravilima predviđa donošenje odluke operatora terminala za UPP o maksimalnoj godišnjoj

		<i>godišnjoj zakupljenosti kapaciteta terminala.</i> “, a u skladu razlozima koji su detaljnije objašnjeni u primjedbama na članak 10. st. 11. Pravila		zakupljenosti kapaciteta kako bi se omogućila fleksibilnost u radu terminala. Naime, prilikom donošenja odluke operator može uzeti u obzir sve relevantne kriterije (zahtjeve korisnika terminala za pojedinu plinsku godinu, tehničke okolnosti i tehnički uvjetovana ograničenja vezano uz rad terminala te ostale bitne okolnosti za takvu odluku), što nije moguće ako se u Pravilima fiksira maksimalna godišnja zakupljenost kapaciteta.
Art. 2/73	Anonimno	Please clarify when Technical Conditions of the Terminal for LNG reload into an LNG Transport Truck will be published and whether we will have a chance to make comments on it as well.	Explained	Please note that the Technical Conditions of the Terminal for LNG reload into an LNG Transport Truck will be adopted and delivered to terminal users within 6 months from the ROO taking force. Please note that the Operator shall all future versions of the Technical Conditions of the Terminal for LNG reload into an LNG Transport Truck change in accordance with the terminal users' comments.
Čl. 2(2)-75	Anonimno	...important information, accessible at <a href="https://tms.lng.hr">tms.lng.hr</a> - to be added	Explained	Please note that due to cyber security reasons the operator may not disclose the TMS internet address in the ROO which are publicly available.
Čl. 2(2)-88 Prije čl. 2(2)-76	Anonimno	Duly Approved Cargo definition to be deleted	Explained	Please note that the definition is used in the GTC (for example, see Art. 28.) so it cannot be deleted
čl. 2(2)-87	Anonimno	<i>Virtual Storage</i> – virtual/computer data on the storage and joint use of the Terminal, starting from the completion of the LNG discharge of a specific Terminal User to the Terminal and	Not accepted	Please note that the gas loss of a particular Terminal User is not “actual” (measured for that Terminal User) but instead, it is calculated <i>from</i> the total actual (measured)

		lasting until the complete LNG off-take from the Terminal, including proportional <b>actual</b> gas loss of the Terminal User.		gas loss and attributed to a particular Terminal User in accordance with the formulas provided in the Natural Gas Allocation Policy.
Čl. 2(2)-95	Anonimno	<b>OBA – Operating Balance Agreement</b> - to be added as new definition	Not accepted	Please note OBA term is not used in the ROO, therefore there is no need to define the term at this point.
Čl. 2(2)-96	Anonimno	<b>Agency – HERA</b> – to be added as new definition	Explained	Please note that this term is defined by the Gas Market Act (GMA) and HERA’s practice is to refuse to approve such amendments to the ROO which are already regulated by other laws. Therefore, this definition was not included in the amendments of the ROO
Čl. 4	Anonimno	To be added a new point: <b>(4) The Operator shall prepare and publish on its website the Technical Conditions of the Terminal for LNG reload into an LNG Transport Truck</b>	Explained	Please note that the Technical conditions shall not be published due to security reasons but shall be delivered to all terminal users individually, as per Art. 2.2.73. ROO.
Čl. 4(6)	Anonimno	(6) If the Technical Conditions of the Terminal referred to in paragraph 4 hereof significantly change during the Terminal Use Agreement so that they affect the safety and commercial position of the Terminal User, the Terminal User shall have the right to cancel the agreed service <del>in</del> accordance with Annex I <del>of</del> these Rules. - keep the original wording	Explained	Please note that the wording was aligned to correspond to existing Croatian legislation – Civil Obligations Act, which regulates that a party may terminate its agreement if such circumstances arise which would make excessively onerous for that party to perform the contract or if under such circumstances that party would suffer an excessive loss as a result of the performance.
Čl. 6	Anonimno	To be added a new point: <b>(4) The Operator shall ensure at least 1 day of full regas capacity to the grid by having OBA in place up to such capacity with Plinacro d.o.o.</b>	Not accepted	Please note that at this moment OBA concluded between the operator of the transport system and the Operator does not cover this issue but only measurements differences between the two systems. Please note that such services may be

				included in the future depending on the operator of the transport system's decision.
Čl. 7(5)	Anonimno	If after <u>or during</u> the <del>Open Season Process</del> <u>Annual Capacity Booking procedure</u> , a new Terminal User contracts the LNG Regasification Service, <del>the new Terminal User</del> it shall be obliged to <del>sign a</del> <u>accede to the Joint Terminal Use Agreement in accordance with these Rules.</u>	Accepted	Comment accepted and provision amended accordingly.
Čl. 8	Anonimno	To be added new first paragraph: <u>(1) The Operator shall provide the LNG Regasification Service and non-standard services to Terminal Users.</u>	Accepted and explained	Please note that the same provision is already contained in Art. 7.1. of the ROO. The wording "to Terminal Users" was added to Art. 7.1. ROO
Čl. 9.	Općina Omišalj	<b>Pretovar UPP u kamione za prijevoz UPP i u manje brodove za prijevoz UPP (bunkering) ne smije biti dozvoljen.</b>  Članak 9. pravila, koji definira nestandardne usluge terminala predviđa u stavcima 7. i 8. pretovar UPP-a sa FSRU na kamione, koji služe za prijevoz UPP-a, kao i na manje brodove, koji prevoze UPP. Ove aktivnosti se trebaju izbaciti iz pravila, jer nisu dozvoljene.  Pretovar UPP-a sa FSRU na kamione, koji se nalaze na kopnu, uopće nije spomenut niti razmatran u SUO. Nisu objašnjeni niti rizici, kao niti sigurnosne mjere i postupanja u slučaju pretovara u kamione. Radi se o vrlo rizičnoj operaciji pretovara. Ukapljeni prirodni plin ne smije, sukladno SUO, uopće doći na kopno. Brod skladište prirodnog plina (FSRU), na kopno dostavlja	Pojašnjeno	Pojašnjavamo da su Pravila kao i projekt Terminala za UPP odnosno aktivnosti na Terminalu za UPP sukladni SUO, a što je potvrđeno pravomoćnom sudskom presudom Visokog upravnog suda RH posl.br. Usž-2245/19 od 12.6.2019. Dodatno se skreće pažnja da su postupci vezani za maritimnu sigurnost pri manevru dolaska, pristajanja, priveza, odveza i manevra odlaska manjih brodova za prijevoz UPP-a obrađeni u dokumentu „Dopuna maritimne studije za LNG FSRU Krk – Privez small-scale LNG brodova na LNG FSRU Krk“, a koji je od strane nadležnog tijela prihvaćen i odobren 29.4.2021. Prema tome, Pravila su sukladna zakonskim propisima, uključujući i Zakon o terminalu za ukapljeni prirodni plin („Narodne novine“ 57/18).

		<p>isključivo prirodni plin u plinovitom stanju. Tako je navedeno u SUO i to je više puta ponovljeno tijekom rasprave.</p> <p>Oprema na pristanu nije predviđena za prihvatanje tekuće faze PP, niti su jasna postupanja u slučaju potrebe žurnog napuštanja FSRU pristana u trenutku dok se UPP nalazi u kopnenim instalacijama. Nije jasno niti postupanje kamiona za prijevoz UPP u slučaju opasnosti uslijed propuštanja plina i/ili požara.</p> <p>Pretovar UPP-a direktno sa FSRU na manje brodove za prijevoz UPP-a također ne smije biti dozvoljen.</p> <p>U SUO se na strani 62, samo jednom rečenicom, spominje mogućnost pretovara UPP na manje brodove. Sam proces pretovara niti je tehnološki opisan, niti su analizirane potencijalne opasnosti i rizici. To je učinjeno za slučaj pretovara UPP-a sa brodova, koji dovoze UPP na terminal, ali ne i obrnuto.</p> <p>Napominjemo da se radi o složenom procesu i trebalo ga je obraditi na isti način kao u slučaju velikih brodova, tim više što je tehnološki i sigurnosno drugačiji.</p> <p>Nisu opisani načini kontrole plinske smjese i /ili atmosfere u spremnicima manjeg broda, prije pretovara.</p> <p>Nije objašnjeno kako se taj brod inertizira<sup>1</sup>, u slučaju da se u spremnicima nalazi atmosfera zraka.</p>		
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<sup>1</sup> Zrak u doticaju sa prirodnim plinom stvara eksplozivnu smjesu Inertizacija spremnika je zamjena zraka inertnim plinom, koji u doticaju sa prirodnim plinom neće stvarati eksplozivnu smjesu.

		<p>Nije objašnjeno da li je inertiziranje broda dozvoljeno na terminalu i kako se rješava plinska faza iz spremnika manjeg broda tijekom pretovara.</p> <p>Nije zabranjena upotreba baklje na brodu, kao što je to propisano prilikom pretovara s velikog broda na FSRU.</p> <p>Maritimna studija uopće ne opisuje vezivanje manjeg broda za FSRU, kao i napuštanje istoga u slučaju opasnosti.</p> <p>Studija utjecaja na okoliš, služi upravo tome. Potrebno je opisati sve rizike i potencijalne opasnosti te propisati potrebne mjere, kako bi se izbjegle štete i zagađenja. Prema tome ovu aktivnost moguće je eventualno dozvoliti tek po izradi i odobrenju nove SUO ili nadopuni postojeće.<sup>2</sup></p>		
Art. 9/1	Anonimno	<p>Please further explain the definition of change of the slots? For us, extra charges are not acceptable in case, for example, such modifications doesn't affect other TUs.</p>	Explained	<p>With regard to change of the slots, please note that it refers to change of the arrival times, not slots – the provision was amended accordingly.</p> <p>Please note that this service refers to non-standard service that shall be offered by the Operator for the benefit of the Terminal Users (please see Art. 67. of the ROO and Natural Gas Allocation Policy). Please note that this service requires</p>

<sup>2</sup> Kao primjer samo navodimo pretovar na manji brod Avenir Accolade, koji se odvijao 21/05/2021 (izvor: službene stranice LNGH). Ovaj pretovar je obavljen, prema našem mišljenju, protuzakonito i bez ikakvog informiranja javnosti, kako se sam pretovar odvijao. Prema javno objavljenim informacijama, navedeni brod je iz Singapura, kroz Suez, direktno došao u Omišalj. Nije poznato kakva je atmosfera bila u njegovim spremnicima? Je li to bio prirodni plin, inertni plin ili zrak? Što se događalo sa tom plinskom smjesom prilikom pretovara? Da li je ispuštena u atmosferu, da li je poslana na FSRU ili je išla na vlastitu brodsku baklju? Nije poznato kako su tretirane balastne vode manjeg broda? U SUO se navodi da balastne vode moraju biti neutralne po lokalno more. Kako balastne vode iz Singapura mogu biti neutralne po lokalno more u Omišlju? A brod ih je morao ispustiti upravo u Omišlju, prilikom prihvata UPP-a

				additional engagement of the Operator's resources which should be adequately paid to the Operator as a non-standard services pursuant to the applicable legislation.
Čl. 9(1)-9	Anonimno	<u>Carrying out extraordinary inventory requested by a Terminal User in accordance with these Rules</u> - what does this refer to – to be deleted	Explained	Please note that this service refers to non-standard service that shall be offered by the Operator for the benefit of the Terminal Users (please see Art. 67. of the ROO and Natural Gas Allocation Policy)
Čl. 9(1)-10	Anonimno	To be deleted - There should be no fee for this, this is usually done to everyone's benefit	Not accepted	Please note that this service requires additional engagement of the Operator's resources which should be adequately paid to the Operator as a non-standard services pursuant to the applicable legislation.
Čl. 10(3)-(4) i (11)	Anonimno	<p>Predlažemo da se korisnicima terminala omogući dugoročno ugovaranje usluge prihvata i otpreme UPP-a za plinsku i/ili plinske godine u trajanju od najmanje 1 do najviše 15 plinskih godina, bez uvjeta da iste budu naredne i/ili uzastopne. Slijedom navedenog, predlažemo novi stavak 3. i 4. koji glase:</p> <p><i>„(3) Postupak ugovaranja usluga prihvata i otpreme UPP-a započinje predajom zahtjeva za raspodjelu kapaciteta uplinjavanja UPP-a. Korisnik terminala za UPP može dostaviti zahtjev za raspodjelu kapaciteta operatoru terminala za UPP tijekom cijele plinske godine.</i></p> <p><i>(4) Iznimno od stavka 3. ovoga članka, opskrbljivač plinom ili trgovac plinom koji želi ugovoriti uslugu prihvata i otpreme UPP-a za narednu plinsku godinu, odnosno naredne plinske godine, dužan je predati zahtjev za raspodjelu kapaciteta uplinjavanja UPP-a</i></p>	Prihvaćeno i pojašnjeno	Skrećemo pažnju da je navedena mogućnost zakupa (tj. zakup plinskih godina koje nisu uzastopne) nije bila zabranjena Pravilima, ali smo ju sada radi izbjegavanja dvojbe izrijekom predvidjeli u novom čl. 11 st. 10 Pravila.



		<p><i>najkasnije do 31. svibnja tekuće plinske godine.“</i></p> <p>Predlažemo izmjenu stavka 11. predmetnog članka na način da se novim stavkom članka propiše jasniji kriterij ponude slobodnog kapaciteta na godišnjoj razini i to na način da se propiše da operator terminala na godišnjoj razini nudi 90% slobodnog kapaciteta te da se preostali slobodan kapacitet ponudi kao kratkoročni kapacitet u tekućoj plinskoj godini. Uz navedeno, predlažemo da se prilikom izračuna ponuđenog slobodnog kapaciteta na godišnjoj razini uzima u obzir i planirani period održavanja (u koje vrijeme terminal nije u mogućnosti pružati uslugu) te da se razmjerno tome umanju iznos slobodnog kapaciteta na godišnjoj razini (veza komentar na članak 68).</p>	Pojašnjeno	<p>Pojašnjavamo da se Pravilima predviđa donošenje odluke operatora terminala za UPP o maksimalnoj godišnjoj zakupljenosti kapaciteta kako bi se omogućila fleksibilnost u radu terminala. Naime, prilikom donošenja odluke operator može uzeti u obzir sve relevantne kriterije (zahtjeve korisnika terminala za pojedinu plinsku godinu, tehničke okolnosti i tehnički uvjetovana ograničenja vezano uz rad terminala, radove održavanja te ostale bitne okolnosti za takvu odluku), što nije moguće ako se u Pravilima fiksira maksimalna godišnja zakupljenost kapaciteta.</p>
Čl. 10.	Anonimno	<p>Predlaže se dopuniti stavak (8) na način da se propiše da je prije ugovaranja usluge prihvata i otpreme UPP-a odnosno raspodjele kapaciteta uplinjavanja UPP-a, podnositelj zahtjeva koji nema važeći ugovor o korištenju terminala za UPP, dužan proći postupak identifikacije i provjere klijenta odnosno tzv. KYC (Know Your Customer) proceduru s operatorom terminala.</p>	Pojašnjenje	<p>Pojašnjavamo da je operator predvidio široku definiciju dokumentacije i podataka koje može zatražiti od potencijalnog klijenta u cilju što boljeg profiliranja – definirano čl. 10 (osobito vidjeti čl. 10. st. 8 toč. 3 Pravila)</p>
Čl. 10(8)-4	Anonimno	<p>To be added: <u>4. Guarantee for the JTUA</u></p>	Not accepted	<p>Please note that JTUA Guarantee is delivered only if and at the moment when the Terminal Users themselves agree thereupon (see Art. 42 of the ROO). Guarantee for capacities allocation is not intended to secure JTUA Guarantee delivery as it is up to the terminal users to agree on securities regarding obligations</p>

				connected to joint use (including JTUA Guarantee delivery).
Article 10/8	Anonimno	In case of new TU, financial statements, solvency reports and other documents needed for KYC procedure shall be a requirement, not optional. The Operator shall be responsible for properly conducted KYC procedure	Explained	Please note that the operator has provided a broad definition of documentation and data that it can request from a potential client in order to go through KYC procedure - defined in Art. 10 (see in particular Article 10 § 8 (3) of the Rules). Please note that the Operator always conducts the KYC procedure pursuant to the ROO and applicable regulations and all responsibility for any action regarding the terminal use is regulated by the ROO and GTC.
Article 11/1	Anonimno	Capacity allocation guarantee shall be valid at least 30 days after the expiration of the deadline in which the Terminal User is obliged to submit payment security instruments on the basis of the Terminal Use Agreement <u>and Joint Terminal Use Agreement.</u>	Explained	Please note that JTUA Guarantee is delivered only if and at the moment when the Terminal Users themselves agree thereupon (see Art. 42 of the ROO). Guarantee for capacities allocation is not intended to secure JTUA Guarantee delivery as it is up to the terminal users to agree on securities regarding obligations connected to joint use (including JTUA Guarantee delivery). Art. 11/9 was amended to expressly provide that the Guarantee for capacities allocation is issued for operator's benefit.
Article 11/6	Anonimno	To be added the underlined part:  (6) The Operator shall return to the user, within 7 days, the Capacity Allocation Guarantee after it receives from the Terminal User the signed Terminal Use Agreement, the signed Joint Terminal Use Agreement and the payment security instruments on the basis of the	Explained	Please note that JTUA Guarantee is delivered only if and at the moment when the Terminal Users themselves agree thereupon (see Art. 42 of the ROO). Guarantee for capacities allocation is not intended to secure JTUA Guarantee delivery as it is up to the terminal users to agree on securities regarding obligations

		Terminal Use Agreement <u>and Joint Terminal Use Agreement</u> in accordance with the provisions of <u>these Rules</u> and the General Terms and Conditions, for the allocated capacity.		connected to joint use (including JTUA Guarantee delivery). Art. 11/9 was amended to expressly provide that the Guarantee for capacities allocation is issued for operator's benefit.
Čl. 11(9)-c	Anonimno	To be added as additional point: <u>And/or</u> <u>c) in case of an applicant that does not have a valid Terminal Use Agreement the guarantee of the JTUA has not been submitted</u>	Not accepted	Please note that JTUA Guarantee is delivered only if and at the moment when the Terminal Users themselves agree thereupon (see Art. 42 of the ROO). Guarantee for capacities allocation is not intended to secure JTUA Guarantee delivery as it is up to the terminal users to agree on securities regarding obligations connected to joint use (including JTUA Guarantee delivery). Art. 11/9 was amended to expressly provide that the Guarantee for capacities allocation is issued for operator's benefit.
Article 11/9	Anonimno	To be added the underlined part: 9) The Operator <u>and/or the Terminal User who suffered damages</u> shall have the right to collect the Capacity Allocation Guarantee and retain the full collected amount if:  (b) The applicant fails to submit to the Operator a payment security instrument on the basis of the Terminal Use Agreement, <u>or to other terminal users a payment security instrument on the basis of Joint Terminal Use Agreement</u> , within the deadline in accordance <u>with these Rules</u> the General Terms and Conditions.	Not accepted	Please note that JTUA Guarantee is delivered only if and at the moment when the Terminal Users themselves agree thereupon (see Art. 42 of the ROO). Guarantee for capacities allocation is not intended to secure JTUA Guarantee delivery as it is up to the terminal users to agree on securities regarding obligations connected to joint use (including JTUA Guarantee delivery). Art. 11/9 was amended to expressly provide that the Guarantee for capacities allocation is issued for operator's benefit.
Čl. 13(5)		<u>5. The applicant has failed to submit the Capacity Allocation Guarantee or the JTUA Guarantee in accordance with these Rules.</u>	Explained	Please note that JTUA guarantee is delivered at the later moment and not at the moment of submitting the application

	Anonimno			for the allocation of the capacities, pursuant to Art. 42 ROO. To provide additional comfort to Terminal Users regarding the delivery of the JTUA Guarantee for gas year 2021/22, we inserted Art 86.6. ROO.
Čl. 14(1)	Anonimno	Keep the original paragraph: The Operator shall allocate the LNG Regasification Capacity no later than ten business days from the day of submission of the Request for allocation of the LNG Regasification Capacity	Not accepted	Please note that the whole procedure for the submission of the request for allocation was thoroughly amended in the ROO which makes this provision redundant.
Article 21/5	Anonimno	<p>In case the acquirer is not terminal user, it shall deliver all the required documentation as described in Article 10 (8), and pass through KYC procedure. <u>In case the acquirer is a terminal user, it shouldn't have outstanding obligation to the Terminal or other Terminal Users.</u></p> <p>To be added the underlined part:</p> <p>(5) The acquirer shall be obliged to, within the deadline referred to in Article 23(1) of these Rules, simultaneously with the contract on the transfer of contracted LNG Regasification Capacity, submit to the Operator also a payment security instrument for the LNG Regasification Capacity being transferred, in accordance with the provisions of the General Terms and Conditions of the Terminal Use <u>and a payment security instrument under Joint Terminal Use Agreement in accordance with the provisions of these Rules.</u></p> <p>After the receipt of the payment security instruments from the acquirer, the Operator</p>	Explained	<p>Please note that the terminal users may agree themselves on how to settle outstanding claims if any outstanding claim/obligation exists between them – the operator should not analyze mutual obligations between the terminal users in the sense of secondary market activities. However, please note that the terminal users may always submit JTUA Guarantee for payment if any outstanding obligations exists between the terminal users, pursuant to ROO.</p> <p>In relation to amendment to Art. 21.5 ROO, please note that the terminal users themselves may agree to additional securities regarding the JTUA and joint use and the operator does not participate in these agreements between the terminal users. When the acquirer is not an existing terminal user, he is to deliver JTUA Guarantee within the deadline regulated in Art. 21.7. ROO</p>

		may return the payment security instrument to the transferor provided that the transferor has duly fulfilled all its obligations under and in connection with the Terminal Use Agreement <u>and Joint Terminal Use Agreement</u> , including the delivery of a new payment security instruments in relation to the remaining contracted gasification capacity of the transferor which has not been transferred to the acquirer, all in such a way that the Operator has at its disposal at all times the appropriate security instruments in accordance with <u>these Rules of Operation</u> and the General Terms and Conditions.		
Article 24/2	Anonimno	Please clarify if a projection of the LNG Regasification Capacity shall be indicated in kWh <b>NCV</b> or <b>GCV</b> ?	Explained	Please note that at this point the LNG Regasification Capacity shall be indicated in kWh according to currently existing legislation (therefore, currently in NCV). Please note that the new measurements system (GCV) shall enter into force once new General terms and conditions of natural gas supply are adopted – please see Art. 86.3. ROO, which was now amended to be more precise regarding the application of the new measurements system
Čl. 24(9)	Anonimno	Predložimo izmjenu stavka 9. predmetnog članka na način da glasi:  „(9) <i>Korisnik terminala za UPP je dužan ugovoriti ili na drugi način osigurati odgovarajući kapacitet transportnog sustava.</i> “	Prihvaćeno	Prihvaća se komentar te se odredba mijenja kako slijedi: (9) <b>Korisnik terminala za UPP je dužan ugovoriti ili na drugi način osigurati odgovarajući kapacitet transportnog sustava, a u protivnom operator <del>Operator</del> terminala za UPP ima pravo nakon dostave odobrenog godišnjeg ili</b>

		Budući da korisnici terminala imaju mogućnosti ugovaranja kapaciteta transportnog sustava na godišnjoj, kvartalnoj, mjesečnoj i dnevnoj razini smatramo kako bi korisnicima terminala trebalo omogućiti korištenje svih navedenih proizvoda i na ulazu u terminal RH uz uvjet da u danu korištenja terminala imaju osiguran kapacitet transportnog sustava.		<b>mjesečnog</b> rasporeda usluga uskratiti pružanje usluge prihvata i otpreme UPP-a korisniku terminala za UPP.
Čl. 25(2)	Anonimno	To keep the original deadline for submission of the ADP on <b>July 16<sup>th</sup></b>	Explained	Please note that the deadline for submission of the ADP on July 16 <sup>th</sup> is still applicable for this gas year. To avoid any doubt, we further amended Art 86.4. ROO
Čl. 25(4)-2	Anonimno	Predlaže se u stavku (4) točki 2. u planu mjesečnog rasporeda usluga vremenski raspon od najviše 2 dana smanjiti na 1 dan. Dosadašnje operativno iskustvo je pokazalo kako je vremenski raspon od dva dana bio tehnički neusklađen sa svjetskom praksom ugovaranja te je bio uzrok operativnih poteškoća kako dobavljačima tako i operatoru terminala. Naime, praksa dvodnevnog vremenskog prozora primjenjivala se na azijskom tržištu prije 15-ak i više godina dok je na europskom tržištu uvriježena praksa jednodnevnog vremenskog prozora.	Prihvaćeno	Komentar prihvaćen te odredba odgovarajuće izmijenjena. Sukladno navedenoj izmjeni je ujedno izmijenjen i čl. 49.1. Pravila.
Čl. 28.	Anonimno	Predlažemo da se u stavak 1. kao jedan od kriterija u skladu kojem operator terminala izrađuje godišnji raspored usluga dodaju i „planirani radovi redovnog održavanja“.	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena
Čl. 29.	Anonimno	Stavak (2) Iza riječi „godišnji“ dodati riječ „zahtijevani“. Korisnik je dužan platiti ugovoreni kapacitet terminala, dok je njegovo pravo odlučiti koliko će kapaciteta koristiti.	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena

Čl. 30.	Anonimno	U stavku (1) izraz „konkretni teret“ je nejasan. Potrebno jasnije definirati. U stavku (5) „prvi termin“ nije jasno definiran, potrebno je dodatno pojasniti.	Prihvaćeno	Komentari prihvaćeni i obje odredbe odgovarajuće izmijenjene
Article 33/3	Anonimno	Shall we indicate Arrival Window of planned arrival of LNG Transport Trucks?	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 33(3)-5	Anonimno	<u>5. The Arrival Window of LNG Transport Trucks reloading LNG from the Terminal, with indicated exact LNG quantity for reload, Available Truck loading slot schedule shall be published by the Operator on its website. It is filled up on a first come first served basis. Switching between the nominated Truck reloading quantity and regasification quantity is allowed 10 days prior to the scheduled arrival window of the LNG Transport Trucks.</u> - to be added	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload

				services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 33(3)-3	Anonimno	Predlaže se u stavku (3) točki 3. u planu mjesečnog rasporeda usluga vremenski raspon od najviše 2 dana smanjiti na 1 dan. Dosadašnje operativno iskustvo je pokazalo kako je vremenski raspon od dva dana bio tehnički neusklađen sa svjetskom praksom ugovaranja te je bio uzrok operativnih poteškoća kako dobavljačima tako i operatoru terminala.	Prihvaćeno	Komentar prihvaćen te odredba odgovarajuće izmijenjena. Sukladno navedenoj izmjeni je ujedno izmijenjen i čl. 49.1. Pravila
Čl. 34.	Anonimno	Korisnik terminala čija dostavljena količina energije odstupa od količine iz MDP-a, dužan je prilagoditi regasifikaciju sukladno količini iz MDP-a prije dolaska prvog sljedećeg tereta.	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena u čl. 34. st.1 i 4.
Čl. 35(1)	Anonimno	After receiving the Monthly Service Schedule plans of Terminal Users, the Operator shall apply <del>the rules referred to in</del> <u>in the appropriate manner the provisions of</u> Article <del>2726</del> (1) to (3) and Article <del>3433</del> (4) of these Rules, and if there are no overlaps of the slots, Terminal congestion or other deficiencies, the Operator shall, no later than within <b>five days</b> , approve and deliver the Approved Monthly Service Schedule to the Terminal User to which it refers, and the approved joint Monthly Service Schedule to all Terminal Users. - to keep calendar days	Not accepted	Please note that practice has shown that such Operator's activities entail extensive cooperation with the Terminal Users since the Operator does not want to undertake such activities without consideration of terminal users' requests. For this reason, the Operator deems deadline of 5 working days to be more appropriate.
Čl. 36(2)		If the Operator is not able to carry out Terminal Maintenance as defined in Article <del>6668(2) 2</del> , of these Rules, whereby Terminal Maintenance overlaps with the Arrival Window of LNG	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please



	Anonimno	Carriers <u>and LNG Trucks</u> , the Operator shall have the right to adjust the Arrival Window of LNG Carriers <u>and LNG Trucks</u> and the LNG Regasification Capacity from the Approved Annual Service Schedule, whereby it may change the Arrival Window of LNG Carriers by no more than 6 days.		note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 37(1-2)	Anonimno	<u>(1) Terminal Users shall have the right to request a change of the allocated for arrival period of LNG Carriers approved in the Annual or Monthly Service Schedule.</u> <u>(2) The Operator shall approve the change of the arrival periods of Carriers if it will not affect the service schedule of other Terminal Users.</u> slots are sense of time periods between two cargos, no charge should be applicable for it	Accepted and explained	Comment accepted and provision amended accordingly. Please note that this service requires additional engagement of the Operator's resources which should be adequately paid to the Operator as a non-standard services pursuant to the applicable legislation.
Article 38/6-8	Anonimno	Please clarify how the additional costs associated with cooling down shall be settled. Except cost of LNG heel, the Terminal User that is delivering the first next cargo will have additional costs due to preparation and cooling down activities.	Explained	Please note that the terminal users may freely agree on their commercial terms regarding the additional costs referred to in the comment – Art. 38.6. ROO was now amended to provide additional possibilities for terminal users to reach an agreement on such costs.
Čl. 38(10)		Smatramo kako predloženi način određivanja cijene u stavku 10. predmetnog članka nije prihvatljiv uvažavajući kako račun od dobavljača UPP-a sadrži financijski osjetljive	Djelomično prihvaćeno te pojašnjeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena, pri čemu je korištena referentna cijena koja se koristi u Pravilima (cijena objavljena na

	Anonimno	<p>podatke i predstavlja poslovnu tajnu. Slijedom navedenog, predlažemo da operator terminala nadoknadi trošak korisniku terminala, prema cijeni određenoj na plinskom čvorištu u Nizozemskoj (TTF_terminski ugovor za mjesec unaprijed) uvećanoj za dodatne troškove transporta.</p> <p>Uz navedeno, predlažemo da se propiše mogućnost da operator terminala samostalno pribavi količine UPP-a potrebne za nadomjestak minimalne operativne razine UPP-a, a s obzirom da je na tržištu dostupan i UPP kojeg dopremaju brodovi za prijevoz UPP-a manjeg kapaciteta (do 7.000 m3).</p>		<p>internetskoj stranici plinskog čvorišta u Austriji (CEGH)).</p> <p>Skrećemo pažnju da prema postojećim Pravilima Operator ima pravo nabaviti UPP samostalno pod uvjetima iz čl. 68.10 Pravila, te je radi izbjegavanja dvojbe stavljena referenca na čl. 68.10 Pravila u odredbu 38.11. Pravila.</p>
Čl. 38.	Anonimno	<p>Smatramo da je u članak potrebno ugraditi mehanizam koji će prevenirati nasljeđivanje i akumulaciju količine UPP-a za nadomjestak minimalne operativne razine UPP-a.</p> <p>Predlažemo da se nadomjestak minimalne operativne razine UPP-a izvrši nadmetanjem korisnika terminala ponudama povoljnije cijene plina za nadomjestak minimalne operativne razine UPP-a po najpovoljnijoj cijeni. Korisnik terminala koji nudi plin za nadomjestak minimalne operativne razine UPP-a dužan je isti isporučiti smanjenjem regasifikacije sukladno odobrenom planu do dolaska prvog sljedećeg broda.</p> <p>Prednosti:</p> <ul style="list-style-type: none"> <li>- cijena plina za nadomjestak minimalne operativne razine UPP-a bila bi odraz trenutnih tržišnih uvjeta u RH,</li> </ul>	Pojašnjeno	<p>Skrećemo pažnju da prema postojećim Pravilima Operator ima pravo nabaviti UPP samostalno pod uvjetima iz čl. 68.10 Pravila, te je radi izbjegavanja dvojbe stavljena referenca na čl. 68.10 Pravila u predmetnu odredbu. Operator će nastojati tokom plinske godine koristiti navedena predviđena prava kako bi na kraju plinske godine dugovanja korisnika na ime nadomještanja minimalne operativne razine bila podmirena pa ne bi dolazilo do nasljeđivanja i/ili akumulacije količine UPP-a za nadomjestak minimalne operativne razine UPP-a.</p>

		<p>- nadomjestak minimalne operativne razine UPP-a od strane više od jednog korisnika terminala, nema akumuliranja i nasljeđivanja potrebnih količina za nadomjestak minimalne operativne razine UPP-a.</p>		
Article 38/10	Anonimno	<p>We refuse the propose modification.</p> <p>We propose to apply the same methodology of price calculation as it shall be applied in case TU shall reimburse cost of LNG heel in accordance Article 38 (7). We do not see any reason why TUs should pay different fees compared to the fees which shall pay the Operator for the same damage.</p> <p>LNG supply contracts usually provides not so much flexibility at Seller's option, and scheduled cargo volumes cannot always be easily adjusted. Therefore, benchmark price for cost calculation shall be the cost of the gas supplied from gas hub in Austria increased by the cost of transporting daily products of the transmission system capacity from the gas hub in Austria to the virtual trading point in Croatia.</p>	Accepted and explained	<p>Comment accepted and provision aligned with Article 38 (7), however, additional fee of 5% added in the situation when the Operator pays the LNG costs to the terminal users, for the benefit of the terminal users.</p>
Čl. 38. - 58.	Općina Omišalj	<p>Pitanje naknade štete</p> <p>U glavama VIII i IX Pravila o korištenju terminala definira se mogućnost zajedničkog korištenja terminala od više sudionika, kao i što se propisuju međusobna pravila ponašanja. Također se propisuje i način nadoknade eventualne međusobne štete koja može nastati. Međutim, nigdje se ne propisuje nadoknada štete trećim osobama, koji nisu u odnosu</p>	Pojašnjeno	<p>Pojašnjavamo da su sva pitanja na koja se referira komentar riješena Pravilima (poglavlje XVI) i Općim uvjetima (osobito čl. 15. – 36.)</p>

	<p>zajedničkog korištenja terminala, a koje mogu nastati kao posljedice operacija na terminalu i/ili kao rezultat prirodnih nepogoda i/ili nekog terorističkog akta, koji će djelovanjem na terminal imati i posljedice po okruženje.</p> <p>Poznato je da je djelatnost terminala rizična aktivnost. Sama SUO predviđa neke scenarije gdje posljedice po okruženje mogu biti velike.</p> <p>Eventualne štete, koje nastanu kao rezultat operacija na terminalu, trebaju biti brzo i pravedno namirene. Općina ne želi ulaziti u dugotrajne i složene sudske procese, namirenja eventualnih šteta i dokazivanja, tko je odgovoran za štetu nastalu u zajedničkom djelovanju partnera na terminalu.</p> <p>Budući je terminal nastao kao strateški državni projekt RH, a sam LNGH je osnovan od strateških državnih kompanija HEP i PLINACRO, LNGH i njegovi osnivači moraju snositi odgovornost za sve eventualne posljedice i štete, koje mogu nastati na području Općine Omišalj.</p> <p>LNGH mora preuzeti odgovornost prema Općini i njenim stanovnicima, bez obzira jesu li oni svojim postupcima, i/ili neki njihov partner, u zajedničkom korištenju terminala, samu štetu i prouzročili. LNGH može tu štetu, kasnije, kompenzirati od odgovornog sudionika.</p> <p>Takvu odgovornost terminala prema Omišlju i neposrednom okruženju, a potom mogućnost nadoknade štete od ostalih sudionika treba jasno definirati pravilima.</p>		
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		<p>Prilično je jasno da štete u neposrednom okruženju terminala, mogu biti znatne pa i premašiti ukupnu vrijednost LNGH. To pogotovo vrijedi u slučaju nekih ekstremnih scenarija, kao što su velika propuštanja plina na terminalu, uzrokovana puknućem spremnika i /ili cjevovoda, kvara opreme, ljudskom greškom i sl., ali pogotovu nekom prirodnom katastrofom, koja može izazvati propuštanja plina, eksplozije i/ili požare.</p> <p>Poznato je da se područje Omišlja nalazi na seizmički jako osjetljivom području. Jaki potres bi mogao izazvati upravo neki ekstremni scenarij, koji bi imao teške posljedice po okruženje.</p> <p>Iz tih razlog LNGH dužan je osigurati od potencijalnih šteta, ne samo svoju imovinu nego i imovinu unutar svog okruženja, koja bi mogla nastati uslijed aktivnosti na terminalu, ali i uslijed prirodnih nepogoda, koje bi djelovanjem na terminal, eventualno prouzročile štetu trećima.</p>		
Čl. 38(5)-1	Anonimno	1. In the event of <del>any</del> delay of an LNG Carrier <u>unless it is caused by force majeure or adverse weather, and/or</u>	Explained	Please note that the issue of force majeure or adverse weather is already regulated by other provisions (see Art. 49.2.2., 49.2.4. ROO, Art. 31, 32 GTC etc.) and these provisions would apply in the referred situation.
Čl. 38(6)	Anonimno	<del>(6)</del> In the events referred to in paragraph <del>65</del> hereof, the Terminal User responsible for that situation shall be obliged to <del>reimburse</del> <u>return</u> the LNG <del>volume</del> <u>expense, which shall be</u> <del>reimbursed for the purposes of replacing LNG</del>	Partially accepted and explained	Comment accepted and provision amended accordingly so that terminal users may agree to resolve the situation through Loan Transaction. The operator deems that mutual agreement of the

		up to the LNG Heel, to the Terminal User that is delivering the first next cargo according to the approved Service Schedule who lent the missing LNG volume to the responsible Terminal User by default.		terminal users involved is required so that there is no misuse of the non-delivery of the Cargo.
Čl. 38(7)	Anonimno	(7) If, the Terminal User responsible for the events referred to in paragraph 5 hereof does not deliver any further cargoes to the terminal, and if within three days from the occurrence of the events referred to in paragraph....	Explained	Please note that the operator deems that the Loan Transaction should not be automatic in this situation because this would mean that the other terminal user (who will deliver the Cargo and is not in breach) is forced to enter into unplanned Loan Transaction which he may not necessarily want to enter. For this reason, the operator deems that mutual agreement of the terminal users involved is required so that there is no misuse of the non-delivery of the Cargo.
Čl. 38(10)	Anonimno	applying the same lending-borrowing principle for this case as well is the best way to approach it	Explained	Please note that the operator deems that the Loan Transaction should not be automatic in this situation because this would mean that the other terminal user (who will deliver the Cargo and is not in breach) is forced to enter into unplanned Loan Transaction which he may not necessarily want to enter. For this reason, the operator deems that mutual agreement of the terminal users involved is required so that there is no misuse of the non-delivery of the Cargo.
Article 42/5		We propose the following amendment:  (5) If the Operator receives the notification referred to in paragraph 4 hereof, it shall submit, without delay, to the Joint Terminal Users or the Joint Terminal User that does not	Accepted	Comment accepted and provision amended accordingly.

	Anonimno	agree with the decision of the other Joint Terminal Users, depending on the event described in the notification referred to in paragraph 4, the request to submit a payment security instrument in the form of a bank guarantee payable “on first demand” and “without objection”, issued by a bank that is acceptable to the Operator, for the quantity of the product of the average cargo arriving at the Terminal in the next gas year and the prices indicated on the website of the gas hub in Austria (CEGH); CEGH yearly futures settlement price <b>on the day which is 7 working days prior to the day when Annual Service Schedule shall be submitted to the Terminal in accordance with Article 25 (2) of these rules</b> and with the content acceptable to the Operator, all for the purpose of securing the claims and indemnification referred to in paragraph 2 hereof.		
Čl. 42(6)	Anonimno	(6) <del>Irrespective of the moment of receipt of the Operator’s request to submit a bank guarantee referred to in paragraph 5 hereof, the Joint Terminal Users shall be obliged, each individually, i.e. the Joint Terminal User that does not agree with the decision of other Joint Terminal Users, shall be obliged, to submit to the Operator, in any case, the bank guarantee referred to in paragraph 5 hereof no later than 15 within 7 business days after receiving the request of the Operator, which they shall submit to the Operator no later than 15 days before from the start of the next gas year, except for the first year of the Terminal use after the commissioning day of the Terminal</del>	<b>Not accepted</b>	Please note that all terminal users may use the possibility to obtain SWIFT bank guarantee which may be issued and delivered to the Operator’s bank in a matter of hours or may also deliver a deposit to the Operator which may be delivered very quickly to the Operator. Also, this procedure was aligned with other procedures that were moved to earlier dates pursuant to other terminal users’ requests, so that the terminal users may have enough time to adjust to situation if a particular terminal user does not deliver JTUA Guarantee. Therefore,

		<p><del>when publication of the Joint Terminal Users, i.e. the Joint Terminal User, shall be obliged to submit a bank guarantee no later than 15 days before the start of operation Annual Service Schedule on the Operator's website in accordance with Article 24(3) of the Terminal, these Rules.</del> - 7 calendar day period is too short, to be changed to business days</p>		<p>the operator considers this deadline appropriate.</p>
Article 42/6	Anonimno	<p>We propose to adjust the deadline as follows:</p> <p>6) Irrespective of the moment of receipt of the Operator's request to submit a bank guarantee referred to in paragraph 5 hereof, the Joint Terminal Users shall be obliged, each individually, i.e. the Joint Terminal User that does not agree with the decision of other Joint Terminal Users shall be obliged, to submit to the Operator, in any case, the bank guarantee referred to in paragraph 5 hereof <del>no later than within 7 days from the day of publication of the Joint Annual Service Schedule on the Operator's website in accordance with Article 24(3) of these Rules</del> no later than by the day when Annual Service Schedule shall be submitted to the Terminal in accordance with Article 25 (2) of these rules.</p> <p>Security instrument under JTUA shall be submitted prior to the publication of the approved Joint Annual Service Schedule on the Operators website. Once ADP is approved, any further changes will come at extra costs for TUs. Therefore, we suggest to ensure that security instruments under JTUA are submitted</p>	Accepted	<p>Please note that the comment was accepted and provision was amended accordingly.</p>



		prior to the approval of ADP for the respective gas year.		
Article 42/9	Anonimno	<p>What if the total amount of the requests exceed the amount of the bank guarantee? How would the Operator distribute the amount collected?</p> <p>We disagree.</p> <p>The Operator shall verify and authorize the merits of the request and shall be responsible for the accuracy of data and the merits of the request.</p>	Explained and partially not accepted	<p>Please note that in this case the maximum amount collected shall be the amount of the TUA Guarantee and the collected amount from the JTUA Guarantee shall be distributed in accordance with the agreement reached by the terminal users in JTUA.</p> <p>Please note that the Operator may not serve as an arbitrator for terminal users – the Operator shall only verify clear factual circumstances as elaborated in the ROO.</p>
Article 42/10	Anonimno	We propose to keep the deadline of 24 hours.	Accepted	Comment accepted and provision amended accordingly.
Article 42/15	Anonimno	The Operator shall be responsible that KYC analysis were made properly, and ensure that any new Terminal User can financially make their obligations under JTUA.	Not accepted	Please note that the Operator may not be responsible for financial situation of other terminal users – this is why the JTUA bank guarantee is delivered in the form of a first demand bank guarantee (provided that the terminal users don't agree on a difference payment guarantee).
Čl. 42(19)	Anonimno	Remove it	Explained	Please note that when a Terminal User accepts replacement gas (bought by activation of the guarantee) instead of the original gas (obtained through regasification of LNG), this is by Croatian law (Law on Obligations) considered as a substitute performance. Therefore, such transaction should be registered by the Operator as a replacement Loan Transaction as provided by this Article.
Čl. 43(6)		The Terminal User or the Operator or owner of an LNG Carrier or another <u>authorized</u> person	Accepted	Comment accepted and provision amended accordingly.

	Anonimno	<p>having a justified interest for it, shall submit the completed form for the approval of an LNG Carrier, for the purpose of registration in the Operator's Register, not later than 30 days before the planned Arrival Window of the LNG Carrier or exceptionally outside the specified deadline when the Operator agrees therewith.</p> <p>An LNG Carrier can be approved without any indication of ADP participation; however, approvals of LNG Carriers prioritize sooner arrivals over later arrivals.</p>		
Čl. 44(4)-2	Anonimno	To delete Surveyor's Report as it is not CTMS	Accepted	Comment accepted and provision amended accordingly.
Čl. 47.	Anonimno	<p>Predlaže se usvajanje pojma potvrde o spremnosti po uzoru na svjetsku praksu te se predlaže izmjena članka 47. na sljedeći način:</p> <p>„(1) Korisnik terminala za UPP će dostaviti ili će osigurati da zapovjednik broda za prijevoz UPP-a ili pomorski agent dostavi operatoru terminala za UPP potvrdu o spremnosti odmah nakon ispunjenja sljedećih kumulativnih uvjeta:</p> <ol style="list-style-type: none"> <li>1. brod za prijevoz UPP-a je privezan na terminal za UPP,</li> <li>2. fleksibilne cijevi za pretovar su spojene i brod je spreman za pretovar.</li> </ol> <p>(2) U slučaju kada su ispunjeni uvjeti iz stavka 1. ovoga članka te je operatoru terminala za UPP dostavljena potvrda o spremnosti, operator terminala za UPP, bez odlaganja, izdaje obavijest o odobrenju početka pretovara UPP-a te u tom trenutku započinje dozvoljeno vrijeme stajanja.“</p>	Nije prihvaćeno	<p>Potvrda o spremnosti znači da je brod za prijevoz UPP-a spreman uputiti se prema luci terminala za UPP/Terminalu za UPP, privezati se na Terminal i započeti pretovar, a navedeno je preduvjet da odgovorna osoba luke prihvati početak prilaska broda na terminal. Prema tome, potvrda o spremnosti se izdaje po dovršetku svih aktivnosti kako je definirano u čl. 47.1. Pravila.</p> <p>U odnosu na komentar za stavak (2), skrećemo pažnju da je <i>dopušteno vrijeme stajanja</i> dozvoljeno vrijeme unutar kojeg je brod za prijevoz UPP-a na pristanu odnosno kamion za prijevoz UPP-a spojen s plutajućom jedinicom za prihvat, skladištenje i uplinjavanje UPP-a sukladno ovim Pravilima. Početak i dovršetak stvarnog vremena stajanja je definiran u čl. 49. Pravila.</p>

Čl. 47(1)-5	Anonimno	5. The Terminal User and/or other third parties granted the LNG Carrier all permissions necessary to carry out <del>earge</del> LNG discharge <u>or reload</u> , and the LNG Carrier is ready to perform this operation.	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Čl. 47(4)	Anonimno	(4) The Operator shall have the right to refuse the mooring of the LNG Carrier at the Terminal if the Terminal User has failed to submit the LNG Discharge <u>or Reload</u> Order at the latest two days before the arrival of the LNG Carrier, i.e. within the deadline that the Operator has indicated to the Terminal User after having warned it that the LNG Discharge <u>or Reload</u> Order had not been submitted.	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to

				be applied mutatis mutandis to the rules on reload.
Čl. 47(7)	Anonimno	(7) The LNG Carrier arriving to the port and/or submitting a Notice of Readiness or an LNG Discharge <b>or Reload</b> Order prior to or after the Arrival Window specified in the Approved Monthly Service Schedule, may moor at the Terminal only if, <u>according to the Operator's opinion</u> , all the following conditions have been cumulatively fulfilled:	Explained	Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.
Article 49/1	Anonimno	<p>What is the definition of cargo quantity?</p> <p>Allowed Laytime</p> <p>The proposed wording is not completely clear. This rule is very confusing and not straightforward.</p> <p>Terminal user shall indicate 2 days arrival window in MDP. What in case Terminal User determines that the estimated arrival window is 24 hours, but first 24 hours from 48 hours indicated in MDP?</p> <p>We refuse to change the allowed laytime for Standard cargo Lot as this is commercial change and may have an commercial impact on</p>	Accepted	Comment accepted and provision was amended accordingly.

		TUs. We do not see any reason for such adjustment.		
Čl. 49(1)	Anonimno	Molimo jasnije propisati stavak 1. predmetnog članka s obzirom da nije u cijelosti razumljiv.	Prihvaćeno	Komentar prihvaćen i odredba izmijenjena na odgovarajući način. U odnosu na dopušteno vrijeme stajanja kada se dostavlja teret koji nije standardne količine (čl. 49.1.3.), pojašnjeno je da dopušteno vrijeme stajanja određuje operator na temelju količine tereta i nakon konzultacija sa korisnikom terminala za UPP.
Čl. 49(1)	Anonimno	(1) The Allowed Laytime <del>for Standard Cargo Lot</del> shall <del>be</del> amount to: <u>1. 30 consecutive hours, for Standard Cargo Lot and when cargo quantity lower or equal than the standard one, in case the Terminal User determines that the estimated Arrival Window is 24 hours or less,</u> <u>2. 48 consecutive hours for Standard Cargo Lot and cargo quantity lower or equal than the standard one, in case the Terminal User determines that the estimated Arrival Window is between 24 and 48 hours, and</u>	Explained	The provision of Art. 49.1. ROO was amended as well as Art. 25.4.2. and Art. 33.3. ROO which now provide for 1 day slot. The remark refers only to English version of the ROO. The Croatian version of ROO is accurate. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account
Čl. 49(4)	Anonimno	To keep original industry standard laytime calculation – same wording has been used with suppliers as well, such proposed change has material impact on the terminal users calculation of laytime	Accepted	Please note that the comment was accepted and provision amended accordingly.
Čl. 49(4)		Predlaže se da članak 49. stavak (4) glasi: „Stvarno vrijeme stajanja će početi teći u trenutku početka pretovara UPP.“ Komentar kao i kod članka 47.	Nije prihvaćeno	Skrećemo pažnju da su pojedini korisnici terminala imali oprečne zahtjeve u pogledu početka tijeka stvarnog vremena stajanja pri čemu su pojedini korisnici tražili da se stvarno vrijeme stajanja krene

	Anonimno			računati čim ranije, dok su drugi zahtijevali da se krene računati čim kasnije. Kako operator treba postupati jednako prema svim korisnicima, ostavljeno je predloženo, kompromisno rješenje koje je jednako (korisno odnosno otegotno) prema svim korisnicima.
Čl. 49(4)	Anonimno	U skladu s međunarodnom praksom predlažemo izmjenu stavka 4. na način da se stajanje broda počinje računati od trenutka kada je operator terminala potvrdio potvrdu o spremnosti.	Nije prihvaćeno	Skrećemo pažnju da su pojedini korisnici terminala imali oprečne zahtjeve u pogledu početka tijeka stvarnog vremena stajanja pri čemu su pojedini korisnici tražili da se stvarno vrijeme stajanja krene računati čim ranije, dok su drugi zahtijevali da se krene računati čim kasnije. Kako operator treba postupati jednako prema svim korisnicima, ostavljeno je predloženo, kompromisno rješenje koje je jednako (korisno odnosno otegotno) prema svim korisnicima.
Article 49/4	Anonimno	Change proposed below has a major commercial impact. We would want to keep the existing text in the ROO, and we propose to keep the initial methodology of calculation of the actual laytime. Some reasonable time spread between NOR is issued and the vessel is berthed at the terminal shall be taken into consideration. With the proposed wording there is no limits for such time spread, and even in case the vessel is berthed with a huge delay, the allowed laytime won't be affected. This is a commercial provision based on which commercial contracts have been negotiated. Therefore, we propose to keep wording which is currently in effect.	Accepted	Comment accepted and provision amended accordingly.

Čl. 50(1)	Anonimno	3 days prior – not 2 days prior	Accepted	Comment accepted and provision amended accordingly.
Čl. 58	Plinacro d.o.o.	<p>Predlažemo u članku 58., iza stavka 13. dodati novi stavak 14. koji glasi:</p> <p><i>„U slučaju ograničenja ili prekida pružanja usluga iz članka 71. ovih Pravila i u slučaju izvanredne situacije koja uzrokuje ograničenje korištenja kapaciteta transportnog sustava sukladno Mrežnim pravilima transportnog sustava, korisnik terminala za UPP u koordinaciji s korisnikom transportnog sustava koji preuzima plin na izlazu iz terminala za UPP koji je ujedno ulaz u transportni sustav, dužan je na poziv operatora terminala za UPP i u roku koji odredi operator terminala za UPP, izvanrednom unutar-dnevnom renominacijom za taj dan uskladiti količine plina koji će se otpremiti u transportni sustav.“</i></p> <p>Sukladno navedenom, predlažemo na odgovarajući način izmijeniti numeraciju preostalih stavaka.</p> <p>Mišljenja smo da je u odredbama kojima se uređuju nominacije količina plina potrebno predvidjeti mogućnost, odnosno obvezu izvanrednih unutardnevnih nominacija u situacijama kada je zbog ograničenja ili prekida pružanja usluga terminala za UPP, kao i zbog izvanrednih situacija na transportnom sustavu koje rezultiraju ograničenjem korištenja kapaciteta transportnog sustava, potrebno prilagoditi korištenje kapaciteta terminala za UPP i kapaciteta transportnog sustava, kako bi</p>	Prihvaćeno	Komentar prihvaćen i odredba odgovarajuće izmijenjena (v. čl. 58.20 i 71.6 Pravila).

		se osigurao siguran rad međusobno povezanih terminala za UPP i transportnog sustava u takvim situacijama, odnosno kako bi se spriječilo da izostanak izvanredne renominacije rezultira korištenjem operativne akumulacije transportnog sustava jer količine plina koje se stvarno preuzimaju na ulazu u transportni sustav iz terminala za UPP ne odgovaraju posljednje prihvaćenim nominiranim količinama. Dodatno, predloženom izmjenom se Pravila korištenja terminala za UPP usklađuju s Mrežnim pravilima transportnog sustava koja u članku 43. stavku 4. predviđaju renominacije u slučajevima izvanrednih situacija na transportnom sustavu koje uzrokuju ograničenje korištenja transportnog sustava.		
Čl. 59(7)	Anonimno	If <u>during the Terminal Use Agreement</u> the LNG Quality Specification referred to in paragraph 6 hereof <del>is</del> <u>changes</u> significantly <del>changed during the Terminal Use Agreement</del> <u>in such a way that the Terminal User's fulfillment of obligations would become excessively difficult or would cause it loss or additional costs</u> , the Terminal User shall have the right to <del>cancel the agreed service</del> <u>negotiate amendments to the Terminal Use Agreement, or terminate the Terminal Use Agreement</u> in accordance with Annex I to these Rules. - “excessive” to be deleted, additional costs to be added	Partially accepted and explained	Regarding deletion of “excessive” - please note that the wording was aligned to correspond to existing Croatian legislation – Civil Obligations Act, which regulates that a party may modify or terminate its agreement if such circumstances arise which would cause that party to suffer an <i>excessive</i> loss as a result of the performance.  Regarding addition of “costs” – the wording was added since it is covered by the term loss and therefore compliant with the law.
Article 63/5	Anonimno	Measurement of Discharged LNG  Prerequisite for switching the terminal measurements to upper calorific value is changing General terms and conditions of	Explained	Please note that the new measurements system shall enter into force once new General terms and conditions of natural gas supply are adopted – please see Art. 86.3. ROO, which was now amended to be



		natural gas supply and switching all the measurement standards in Croatia to upper instead of lower calorific value.		more precise regarding the application of the new measurements system
Article 63/6	Anonimno	In formula you have used <b>Hm/gcv</b> , however in the definition you have mentioned only <b>Hm/gc</b> .	Accepted	Comment accepted and provision amended accordingly.
Čl. 63(11)	OilSpec International d.o.o.	<p>Određivanje molarnih udjela (<math>X_i</math>) pojedinih komponenata temeljiti će se na plinskoj kromatografiji, a prema normi HRN EN ISO 6974-5:2014. Dobivene vrijednosti iskazivati će se i zaokruživati na 6 decimalnih mjesta uz korekciju sadržaja Metana kako bi ukupni sadržaj svih komponenata bio iskazan kao 1,000.000.</p> <p>Ogrjevne vrijednosti komponenata (<math>H_i</math>) pri temperaturi izgaranja iskazivati će se na način na koji su iskazane u normi HRN EN ISO 6976 tj. na 2 decimalna mjesta.</p> <p>Molarna masa komponente (<math>M_i</math>) iskazivati će se na način na koji je iskazana u normi HRN EN ISO 6976 tj. na 5 decimalnih mjesta.</p> <p>Summation faktori (faktori zbrajanja) iskazivati će se na način na koji su prikazani u normi HRN EN ISO 6976.</p> <p>Molarni volumeni pojedinih komponenti izračunavati će se prema postupku i tablici prikazanom u normi HRN ISO 6578:2019 te prikazivati zaokružene na 6 decimalnih mjesta. Sve međusume prikazivati će se na 6 decimalnim mjesta, ali će se računica provoditi bez zaokruživanja u pojedinim koracima. Zaokruživanje će se primjenjivati samo na konačne rezultate pojedinih izračuna.</p> <p>Gustoća ukapljenog naftnog plina izračunavati će se iz sastava istoga primjenom revidirane Klosek-McKinely formule. Rezultat će se</p>	Prihvaćeno	Komentar prihvaćen i odredba na odgovarajući način izmijenjena.

		<p>zaokružiti na 3 decimalna mjesta te iskazati u <math>\text{kg/m}^3</math>.</p> <p>Faktori korekcije volumena k1 i k2 izračunavati će se prema postupku i tablici prikazanom u normi HRN ISO 6578:2019 te prikazivati zaokružene na 6 decimalnih mjesta.</p> <p>Gornje ogrjevne vrijednosti izraziti će se u MJ/mol (molarna), MJ/kg (masena) te MJ/m<sup>3</sup> (volumna). Svi rezultati biti će zaokruženi te izraženi na 2 decimalna mjesta</p>		
Article 68/2	Anonimno	<p>Terminal Maintenance:</p> <p>We strongly refuse such change. We highly stand for keeping the total length of the maintenance period 7 days. This is a commercial provision and such extension may cause excessive losses to Terminal Users.</p>	Explained, partially accepted	<p>Accepting the practice of comparable LNG terminals, the LNG terminal operator has determined the total duration of regular maintenance (planned and unplanned) for a maximum of 10 days. Exceptionally, for the gas year 2021/2022, it has been determined that unplanned regular maintenance will last for 7 days, thus informing all terminal users who were also taken into account when submitting their requests for use of the terminal in the gas year 2021/2022.</p> <p>An additional 3 days represents period for unplanned works that will be used very rarely, if the need arises. The Operator has determined 3 days as the maximum of the required days in one year for maintenance works, considering the status of the equipment at the Terminal, the risk of third parties and the legal regulations.. In addition, we draw your attention to the fact that the performance of maintenance work does not necessarily imply and that the terminal will suspend its regasification services.</p>

<p>Čl. 68 (1)- (5)-(6)-(7)</p>	<p>Anonimno</p>	<p>(1) The Operator shall notify the Terminal Users about performing regular maintenance works in the following manner: 1. Every year no later than by 15 June, the Operator shall publish on its website the planned annual regular maintenance works schedule for the upcoming gas year, indicating the days of the planned suspension or limitation of the LNG Regasification Service due to planned regular <del>Terminal Maintenance</del> annual maintenance works, which shall not exceed in aggregate seven days,  2. The Operator shall have the right to perform unplanned regular maintenance works on days not specified in the planned regular maintenance works schedule published by 15 June, provided that their total duration together with the planned annual regular maintenance works does not exceed fourteen days in any gas year and which disable regular use of the LNG Regasification Service, whereby Terminal Users shall be notified of the exact dates of maintenance works performance no later than 60 days before the commencement of the works,  (5) The Operator shall deliver a written notice to Terminal Users on the extraordinary maintenance works, immediately after learning that such works are required, and subject to paragraphs 1 and 5 hereof this notice shall contain a necessary extraordinary maintenance works schedule indicating the time of the</p>	<p>Explained, partially accepted</p> <p>Accepted</p> <p>Explained</p>	<p>Art. 68.1.1. - regarding the first part of the suggestion (“annual maintenance works” instead of “Terminal Maintenance “) - the remark refers only to English version of the ROO. The Croatian version of ROO is accurate, provision amended accordingly. Regarding the second part of the suggestion (adding wording “in aggregate”), comment was accepted, provision amended accordingly</p> <p>Art. 68.1.2. - comment accepted, provision amended accordingly</p> <p>Art. 68.5 - please note that paragraph 5 deals with extraordinary maintenance works so reference to paragraph 1 (which deals with ordinary maintenance works) is not applicable, while reference to paragraph 5 in the same paragraph 5 is redundant.</p>
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		<p>suspension or restriction of the provision of the LNG Regasification Service.</p> <p>(6) The Terminal Users shall take into account the regular and extraordinary maintenance works schedule and shall cooperate reasonably and in good faith with the Operator to adjust their approved Annual and Monthly Service Schedules to the maintenance works <b>where possible.</b></p> <p>(7) The Operator shall, <b>in case of extraordinary maintenance,</b> be liable for all and any damages <b>that arises for the Terminal Users due to the Operator's fault</b> may suffer from <b>unplanned or extraordinary maintenance</b> in accordance with Annex I to these Rules.</p>	<p>Explained</p> <p>Not accepted</p>	<p>Art. 68.6. – please note that according to Croatian law, contractual parties <i>always</i> have obligation to cooperate reasonably and in good faith.</p> <p>Art. 68.7. – please note that it is not acceptable that the Operator is held liable as provided in the comment – when maintenance works are done without Operator's fault (e.g. due to Terminal User's fault).</p>
Article 68/9	Anonimno	How this will be regulated? With the separate agreement under ROO?	Explained	Yes, please note that the terminal users must conclude a separate agreement in this case.
Čl. 68.	Anonimno	Predlaže se da se korisnici o planiranim radovima redovnog održavanja obavijeste minimalno 90 dana ranije kako bi korisnici imali dovoljno vremena osigurati zamjenski plin u danima održavanja.	Nije prihvaćeno	Smatramo da je vremenski okvir i nagovještanje planiranih redovnih radova prikladno kako je trenutno predviđeno prijedlogom novih Pravila. Dodatno, skrećemo pažnju na okolnost da izvođenje radova održavanja ne podrazumijeva nužno i da će terminal obustaviti usluge uplinjavanja
Čl. 68.	Anonimno	Smatra se da 14 dana predstavlja nerazumno dug rok za održavanje terminala u jednoj plinskoj godini. Predlaže se ostaviti dosadašnji rok od sedam dana te da se iznimno za plinsku godinu 2021./2022. rok od 14 dana regulira kroz prijelazne i završne odredbe.	Prihvaćeno	Prihvaćajući praksu usporedivih terminala za UPP, operator terminala za UPP je odredio ukupno trajanje redovnog održavanja (planiranog i neplaniranog) u trajanju od najviše 10 dana. Iznimno, za plinsku godinu 2021/2022 je određeno da će radovi neplaniranog redovnog

				<p>održavanja trajati 7 dana, s čime su upoznati svi korisnici terminala te su isto uzeli u obzir prilikom dostava njihovih zahtjeva za korištenjem terminala u plinskoj godini 2021/2022.</p> <p>Dodatnih 3 dana predstavlja neplanirane radove koji će se koristiti vrlo rijetko, ako se za tim pokaže potreba. Operator terminala je 3 dana odredio kao maksimalnu procjenu potrebnih dana u jednoj godini obzirom na status opreme na Terminalu, rizik trećih strana te zakonsku regulativu. Dodatno, skrećemo pažnju na okolnost da izvođenje radova održavanja ne podrazumijeva nužno i da će terminal obustaviti usluge uplinjavanja.</p>
Čl. 68	Anonimno	<p>Produženje ukupnog vremena u kojem je onemogućeno uredno korištenje usluge prihvata i otpreme UPP-a sa 7 na 14 dana uzrokovati će dodatne troškove za korisnike terminala budući da će korisnici terminala morati ugovarati dodatne kapacitete transportnog sustava kako bi na vrijeme uplinili količine UPP-a koje nisu mogli uplinjavati za vrijeme neplaniranih radova. Iz navedenih razloga smatramo da bi operator terminala trebao poduzeti sve razumne radnje kako bi vrijeme održavanja skratio na 10 dana.</p>	Prihvaćeno	<p>Prihvaćajući praksu usporedivih terminala za UPP, operator terminala za UPP je odredio ukupno trajanje redovnog održavanja (planiranog i neplaniranog) u trajanju od najviše 10 dana. Iznimno, za plinsku godinu 2021/2022 je određeno da će radovi neplaniranog redovnog održavanja trajati 7 dana, s čime su upoznati svi korisnici terminala te su isto uzeli u obzir prilikom dostava njihovih zahtjeva za korištenjem terminala u plinskoj godini 2021/2022.</p> <p>Dodatnih 3 dana predstavlja neplanirane radove koji će se koristiti vrlo rijetko, ako se za tim pokaže potreba. Operator terminala je 3 dana odredio kao maksimalnu procjenu potrebnih dana u jednoj godini obzirom na status opreme na Terminalu, rizik trećih strana te zakonsku</p>

				regulativu.. Dodatno, skrećemo pažnju na okolnost da izvođenje radova održavanja ne podrazumijeva nužno i da će terminal obustaviti usluge uplinjavanja.
Čl. 68(8)	Anonimno	<u>(8) In case of need to empty the LNG Heel from the tanks due to performance of maintenance works in accordance with these Rules, the Operator may lend part of the LNG Heel that can be regasified or reloaded free of charge to Terminal Users who agree to it, in order to enable the safe performance of works. This would be treated as borrowed amount from the Terminal.</u>	Not accepted	Please note that this comment may not be accepted since the Operator is not a party to lending-borrowing transactions according to ROO.
Čl. 68(9)	Anonimno	<u>(9) The received LNG quantity referred to in paragraph 8 hereof must be returned to the Operator at the first next arrival of the LNG Carrier of the Terminal User or Users who have received the LNG quantity referred to in paragraph 8 hereof.</u> - “shall be obliged to regulate their mutual claims and liabilities towards the Terminal User who delivered the first cargo in accordance with Article 38(7) of the Rules” - to be removed	Not accepted	Please note that the Operator should obtain Heel through the first next Cargo arriving at the Terminal since without the Heel the Terminal may not operate. Waiting for the first LNG Carrier of the Terminal User or Users who have received the LNG quantity referred to in paragraph 8 hereof, could entail long periods of waiting for such LNG Carrier and high damages due to lack of operation of the terminal.
Čl. 71(2)	Anonimno	(2) In the case referred to in paragraph 1 hereof, the Operator shall be obliged to inform the Terminal User of the reasons <del>for limiting or suspending the, scope and duration of the limitation or suspension of services provision of LNG Regasification Services.</del> <u>immediately</u> via a written notice given to the Terminal User within a reasonable deadline.	Accepted	Comment accepted and provision amended accordingly.
Article 71/3		We propose to keep the initial wording (shall not will).	Accepted	It seems the remark refers only to English version of the ROO. The Croatian version of ROO is accurate and the same meaning

	Anonimno			of the provision was kept. Please note that only the Croatian version of ROO is applicable, and that the provided English translation of ROO is only for informative purposes. Once the amended Rules are adopted, we will have them translated to English by official court interpreter, in which translation your remark will be taken into account
Čl. 71 st. 6 i 12	Plinacro d.o.o.	<p>Predlažemo u stavku 6. brisati riječi:</p> <p><i>„u kojem slučaju operator terminala za UPP ima ovlaštenje od korisnika terminala za UPP zahtijevati da izvanrednom dnevnom renominacijom za taj dan usklade količine plina koji će se otpremiti u transportni sustav“.</i></p> <p>i izmijeniti stavak 12. na način da glasi:</p> <p><i>„U svakom slučaju iz ovog članka, operator terminala za UPP u slučaju prekida ili ograničenje usluga dužan je:</i></p> <p><i>a) dostaviti obavijest svim korisnicima terminala za UPP na čija prava i obveze taj prekid ili ograničenja utječu i</i></p> <p><i>b) zatražiti od korisnika terminala za UPP kojima je ograničena usluga, da u koordinaciji s korisnicima transportnog sustava koji preuzimaju plin na izlazu iz terminala za UPP koji je ujedno ulaz u transportni sustav, izvanrednom unutar-dnevnom renominacijom za taj dan usklade</i></p>	Djelomično prihvaćeno	<p>U odnosu na stavak 6 – nije brisan tekst nego je stavljena referenca na čl. 58.20 Pravila koja reflektira traženu izmjenu.</p> <p>U odnosu na stavak 12. – unesen je traženi tekst u st. 12. te je zadržano pozivanje na ovlaštenje operatora terminala za UPP obzirom na sklopljen OBA ugovor između oba operatora</p>

		<p><i>količine plina koji će se otpremiti u transportni sustav.“</i></p> <p>Mišljenja smo da obveza renominacije ne bi trebala biti ograničena samo na slučajeve prekida ili ograničenja pružanja usluga korisniku terminala za UPP zbog nezgode, kvara ili greške u radu na terminalu za UPP i/ili na brodu za prijevoz UPP-a i/ili povezanoj opremi (stavak 6.), već bi je trebalo proširiti na sve slučajeve ograničenja ili prekida pružanja usluge operatora terminala za UPP, neovisno o razlogu tog ograničenja/prekida, a kako bi se osigurao siguran rad međusobno povezanih terminala za UPP i transportnog sustava u takvim situacijama, odnosno kako bi se spriječilo da izostanak izvanredne renominacije rezultira korištenjem operativne akumulacije transportnog sustava jer količine plina koje se stvarno preuzimaju na ulazu u transportni sustav iz terminala za UPP ne odgovaraju posljednje prihvaćenim nominiranim količinama.</p> <p>Također, korištenje izraza „<i>ovlaštenje</i>“ u stavku 6. sugerira da operator terminala za UPP može, ali nužno ne mora zatražiti od korisnika terminala za UPP odgovarajuću renominaciju (to je njegovo pravo, ali ne i dužnost). Suprotno tome, operator transportnog sustava smatra da bi u svakom slučaju, operator terminala za UPP, u slučajevima ograničenja ili prekida pružanja usluga svojim korisnicima, trebao od njih zatražiti da na odgovarajući način prilagode i svoje nominacije, kako bi uskladili</p>		
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		količinu plina koja će se otpremiti u transportni sustav.		
Čl. 71(10)	Anonimno	U stavku 10. predlažemo da se primjeni razumniji rok od minimalno 48h sati u kojem operator terminala mora pisanim putem obavijestiti korisnika terminala o prekidu ili ograničenju pružanja usluga s obzirom da je to minimalno vrijeme potrebno da korisnik terminala može osigurati zamjenski plin i dodatne kapacitete transportnog sustava, a uzimajući u obzir radno vrijeme plinskih burzi i vremenske periode određene Mrežnim pravilima u kojima se mogu rezervirati kapaciteti plinske infrastrukture.	Pojašnjeno	Skrećemo pažnju da odredba govori o „ <i>najkasnije 24 sata prije prekida</i> “ pa operator terminala može obavijestiti korisnika o prekidu i ranije, unutar predloženog roka. Operator će svakako voditi računa o potrebama korisnika u navedenim slučajevima te ih pravovremeno obavještavati.
Article 71/10	Anonimno	We propose 72 hours	Explained	Please note that the provision regulates “24 hours at the latest” so the operator can notify the user of the interruption even earlier, within the proposed deadline. The operator will certainly take into account the needs of users in these cases and inform them in a timely manner
Čl. 76	Anonimno	The Operator shall hold <del>the indemnified party</del> of the Terminal User harmless against any and all damages, i.e. compensate for such damages in accordance with the conditions defined in Annex I to these Rules.	Explained	Please note that the operator cannot accept to delete reference to “indemnified parties”, because the provision is drafted in the manner so that it is aligned with the Operation and Maintenance Contract, concluded between the Operator and FSRU operator.
Čl. 77	Anonimno	The Terminal User shall hold <del>the indemnified party</del> of the Operator harmless against any and all damages, i.e. compensate for such damages in accordance with the conditions defined in Annex I to these Rules.	Explained	Please note that the operator cannot accept to delete reference to “indemnified parties”, because the provision is drafted in the manner so that it is aligned with the Operation and Maintenance Contract, concluded between the Operator and FSRU operator.

Pogl. XV	Anonimno	<p><b>Missing points on trucking:</b></p> <ul style="list-style-type: none"> <li>- <u>Deadlines for carrier/driver/roadway equipments approvals</u></li> <li>- <u>Consequences if scheduled slots are not fulfilled by a failure of either party</u></li> </ul> <p><b>Some suggestions on the technical side:</b></p> <ul style="list-style-type: none"> <li>- <u>Request for Approval: 10 business days before any request for scheduling an operation (including test loading)</u></li> <li>- <u>Sister trucks approval is possible</u></li> <li>- <u>Each road equipment must undergo a test loading separately to be duly approved</u></li> <li>- <u>Test loading:</u> <ul style="list-style-type: none"> <li>• <u>Conformity of the driver</u></li> <li>• <u>Conformity of the vehicle</u></li> </ul> </li> <li>- <u>Certificate of approval is valid for 5 years</u></li> <li>- <u>Carrier approval</u> <ul style="list-style-type: none"> <li>• <u>ISO 9001-2008</u></li> <li>• <u>Security protocol</u></li> <li>• <u>SIRET number</u></li> </ul> </li> <li>- <u>Driver approval</u> <ul style="list-style-type: none"> <li>• <u>RAA accreditation</u></li> <li>• <u>Driving license and ADR permit</u></li> <li>• <u>ZAR accreditation</u></li> </ul> </li> <li>- <u>Roadway Equipment Approval</u></li> </ul>	Explained	<p>Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.</p>
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		<ul style="list-style-type: none"> <li>• Tank container (road tanker or container ISO container) – ATEX conformity</li> <li>• Tractor vehicle or platform (in the case of an ISO container)</li> <li>• LNG-powered tractor vehicles</li> <li>• Switching between trucking slots and regas until 10 days prior to actual delivery, without impacting other Users and MDP/ADP</li> <li>• “First come, first served” principle – in case of overbooking interest allocation is proportional to annual regas booked capacity</li> <li>• Indication of length of services: gassing-up, cooling down, reloading</li> <li>• Measurement of LNG loaded to be defined</li> </ul> <p>Price of the service provided is max. equal to the yearly regas cost, but preferably lower.</p>		
Čl. 78(2)	Anonimno	(2) The Operator shall exchange with gas market participants data defined in the provisions of these Rules, for the purposes of booking procedures, the preparation of Service Schedules, nomination of daily regas, discharge, reload of vessels and trucks and reporting on actual physical inventory level of the Terminal in kWh and m3, as well as other information in accordance with the regulations governing the gas market.	Explained	Please note that the Operator already exchanges all information in accordance with the regulations governing the gas market.

Čl. 79(15-18)	Anonimno	<p><u>15. Available slots for truck loading</u>  <u>16. Approved trucks/drivers/trucking companies</u>  <u>17. Technical Characteristics of the Truck Loading Bay</u>  <u>18. Tariffs and non-standard service price list</u>  To be added</p>	Explained and partially accepted	<p>Please note that all issues regarding the reload services to the trucks shall be regulated in the technical document for reloading to trucks and ROO. Also, please note that all issues regarding the reload to LNG Carriers are already regulated by the ROO and the technical document on the reloading to the LNG Carriers, pursuant Art. 2.2.70-73 ROO and section XV. of the ROO. With regard to future amendments of the ROO, please note that the Operator intends to amend ROO in the future to include more details on the reload services to trucks. Please note that the Operator also amended Art. 73.4. ROO so that all rules regarding the discharge are to be applied mutatis mutandis to the rules on reload.</p> <p>Regarding the “Tariffs and non-standard service price list” please note that HERA shall adopt a decision on the Tariffs and price list for non-standard services and Operator shall publish the document.</p>
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Članak Pravila	Podnositelj primjedbe	Primjedba (Prilog I. Opći uvjeti korištenja terminala za ukapljeni prirodni plin)	Odgovor	Obrazloženje
#1(3)	Anonimno	Wording to be deleted	Not accepted	The Operator cannot accept deletion of this clause, because use of the Terminal and joint use of the Terminal are connected in technological/functional and legal sense, i.e. every joint use of the Terminal represents also use of the Terminal.

#5	Anonimno	<p>The Operator's rights and obligations shall be regulated by the regulations governing energy, energy-related activities and the gas market, the Rules, <u>the Terminal Use Agreement</u> and the <u>Joint Terminal Use Agreement</u>.</p> <p><u>Guarantee the confidentiality of confidential information that have been made available to the Operator.</u></p>	Accepted	<p>1. We accept the proposed amendment of the clause in English translation of GTC. Please note that the Croatian version of GTC, which is the prevailing version, already contains this wording.</p> <p>2. We accept the proposed amendment; Article 5 will be supplemented with subclause (2) containing the respective wording. Nevertheless, please note that the confidentiality obligation, applying to both parties, is already envisaged in Article 50 of GTC.</p>
#9(5)	Anonimno	"so that it materially affects" - original wording to be kept	Explained	Please note the Croatian version of GTC, which is the prevailing version, contains original wording, i.e. the wording of Article 9 (5) was not amended in any way. However, there is omission in translation of Article 9 (5) of GTC to English, and we will amend it so that it accurately reflects the Croatian version of GTC.
#10(3)	Anonimno	"that materially affect" - original wording to be kept	Explained	Please note the the Croatian version of GTC, which is the prevailing version, contains original wording, i.e. the wording of Article 10 (3) was not amended in any way. However, there is omission in translation of Article 10 (3) of GTC to English, and we will amend it so that it accurately reflects the Croatian version of GTC.
#12(1)	Anonimno	(1) The Operator shall deliver to the Terminal User an invoice for the services provided in	Not accepted	The proposed amendment cannot be accepted for technical reasons, due to the functionalities

		the previous month <a href="#">covering both standard and non-standard services</a> no later than by the 15th day of the current month		of Operator's IT solution for issuing invoices, thus we need to keep separate invoices for standard and non-standard services.
#12(5)	Anonimno	<p><del>(5) All invoices shall be issued through the Operator's Information System.</del></p> <p><del>(6) By concluding the Terminal Use Agreement, the Terminal User agrees to the invoicing method referred to in paragraph 5 hereof.</del></p> <p><del>(7) In case the Operator's Information System is unavailable, or in case the Terminal User and the Operator agree that invoices shall be issued in another manner, the invoices</del><u>Invoices</u> shall be delivered to the Terminal User <del>v</del><u>via</u>electronically, by registered <u>e</u>mail or courier service. - email and not mail</p>	Not accepted	The Operator will always endeavour to send invoices electronically; however we need to keep all mentioned alternatives (registered mail and courier service) just in case there is any malfunction or problem with electrical delivery.
Article 16	Anoniman	<p>We propose to leave Article 16 (2) because from our opinion it is industry standard.</p> <p>The Terminal User with a rating of at least BBB by S&amp;P/Fitch or Baa2 by Moody's FC LT shall not be obliged to provide the payment security instrument.</p>	Not accepted	We cannot accept the remark. Operator's company policy is that all Terminal Users must provide payment security instrument, i.e. that all Operator's claims are equally secured by a collateral, in order to minimize the risk of endangering the operation and maintenance of the Terminal due to potential lack of funds, i.e. non-payment of Terminal Users.
Article 17/2	Anoniman	In case the TU won't meet its obligation within the deadline for submitting BG Terminal isn't obliged to start service for those TU. If the deadline of submission of the BG is after the acceptance and publication of the ADP the other TUs could suffer damages and extra cost when the TU	Accepted	<p>We accept your remark, the wording of the respective clause will be amended as follows:</p> <p>„U slučaju ugovaranja usluge prihvata i otpreme UPP-a u godišnjem postupku ugovaranja usluge prihvata i otpreme UPP-a,</p>

		<p>who failed to provide BG won't use the Terminal according to the approved ADP. Borrow&amp;Lending balance will damage. Not to cause extra cost for the other Terminal Users the deadline of the submission the BG under TUA has to be the deadline of the submission of the annual service schedule plan at latest.</p>		<p>korisnik terminala za UPP dužan je dostaviti sredstvo osiguranja plaćanja najkasnije u roku u kojem je sukladno odredbama Pravila obvezan dostaviti operatoru terminala za UPP plan godišnjeg rasporeda usluga za narednu plinsku godinu.“</p> <p>“In the case of contracting the LNG Regasification Service in the Annual Capacity Booking procedure, the Terminal User shall be obliged to submit the payment security instrument no later than within the deadline in which he is obligated to submit to the Operator the Annual Service Schedule plan for the next gas year, pursuant to the provisions of the Rules.”</p>
#21 (1)-(2)	Anonimno	<p>(1) The <del>indemnified parties of the</del> Terminal User shall not be liable to the Operator for damage resulting from:</p> <ol style="list-style-type: none"> <li>1. Any damage to the property of <del>any indemnified party of</del> the Operator, or</li> <li>2. Any bodily injury or death (including fatal injury, illness or disease) to employees, agents or staff of <del>the indemnified parties of</del> the Operator or other natural persons engaged by <del>the indemnified parties of</del> the Operator, or</li> <li>3. Any damage to the environment or environmental pollution (including fines imposed by competent authorities, including damages due to control, prevention of further pollution, removal, remediation, restoration and clean-up of</li> </ol>	Explained	<p>We cannot delete reference to “indemnified parties”, because the provision is drafted in the manner so that it is aligned with the Operation and Maintenance Contract, concluded between the Operator and FSRU operator.</p> <p>For the same reason we cannot accept exclusion of liability due to ordinary negligence in this clause.</p> <p>With regard to your proposal to replace the word “intent” with “wilful misconduct”, please note that the Croatian version of GTC is the prevailing version. The Croatian version states “namjera”, which is in line with the Croatian Civil Obligations Act, and thus the</p>

		<p>pollution or contamination) that occurred due to a fire, cave-in, seepage, leakage or any other uncontrolled or illegal leakage of liquids, gas, water or other substances, which damage or pollution originated from the property of <del>any indemnified party of</del> the Operator, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, waste or sewerage,</p> <p>Except if such damage was caused by <del>any indemnified party of</del> the Terminal User by <del>wilful misconduct intent</del> or <del>gross</del> negligence.</p> <p>(2) If any third party or <del>indemnified party of</del> the Operator files a claim for damages or initiates proceedings against the <del>indemnified party of</del> the Terminal User for compensation of damage resulting from the event referred to in paragraph 1 hereof, the Operator undertakes to protect and defend the <del>indemnified party of</del> the Terminal User from such a claim, and reimburse <del>the all</del> <del>damages</del> <del>that</del> such person may collect, but only on condition that the damage was not caused by <del>the indemnified party of</del> the Terminal User <del>wilful misconduct intent</del> or <del>gross</del> negligence.</p>		English translation should remain unchanged.
#22	Anonimno	<p>(1) The <del>indemnified parties of</del> the Operator shall not be liable to the Terminal User for damage resulting from:</p> <p>1. Any damage to the property of <del>any indemnified party of</del> the Terminal User, or</p>	Explained	We cannot delete reference to “indemnified parties”, because the provision is drafted in the manner so that it is aligned with the Operation and Maintenance Contract, concluded between the Operator and FSRU operator.



		<p>2. Any bodily injury or death (including fatal injury, illness or disease) to employees, agents or staff of <del>the indemnified parties of</del> the Terminal User or other natural persons engaged by <del>the indemnified parties of</del> the Terminal User, or</p> <p>3. Any damage to the environment or environmental pollution (including fines imposed by competent authorities, including damages due to control, prevention of further pollution, removal, remediation, restoration and clean-up of pollution or contamination) that occurred due to a fire, cave-in, seepage, leakage or any other uncontrolled or illegal leakage of liquids, gas, water or other substances, which damage or pollution originated from the property <del>of any indemnified party</del> of the Terminal User, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, waste or sewerage,</p> <p>Except if such damage was caused by <del>any indemnified party of</del> the Operator by <del>wilful misconduct intent</del> or <del>gross</del> negligence.</p> <p>(2) If any third party or <del>indemnified party of</del> the Terminal User files a claim for indemnification or initiates proceedings against <del>the indemnified party of</del> the Operator for compensation of damage resulting from the event referred to in paragraph 1 hereof, the Terminal User</p>	<p>For the same reason we cannot accept exclusion of liability due to ordinary negligence in this clause.</p> <p>With regard to your proposal to replace the word “intent” with “wilful misconduct”, please note that the Croatian version of GTC is the prevailing version. The Croatian version states “namjera”, which is in line with the Croatian Civil Obligations Act, and thus the English translation should remain unchanged.</p>
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		undertakes to protect and defend <del>the indemnified party of</del> the Operator from such a claim, and reimburse the damage that such person may collect, but only on condition that the damage was not caused by <del>the indemnified party of</del> the Operator by <del>wilful misconduct intent</del> or <del>gross</del> negligence		
#23	Anonimno	<p>Each party <del>(hereinafter: first party)</del> shall protect, defend and reimburse the other party <del>(hereinafter: other party)</del> (and/or any <del>indemnified party of the Operator (when the other party is the Operator)</del> and/or any <del>indemnified party of the Terminal User (when the other party is the Terminal User)</del>) from any and all damages claimed from or suffered by such other party <del>(and/or any indemnified party of the Operator (when the other party is the Operator)</del> and/or any <del>indemnified party of the Terminal User (when the other party is the Terminal User)</del>)</p> <p>in relation <del>to any of</del> to the following:</p> <p>(i) Loss of or damage to the property of a party to the Terminal Use Agreement <del>any person other than the Operator, Terminal User, any indemnified party of the Operator or any indemnified party of the Terminal User (hereinafter: third party),</del> and/or</p> <p>(ii) Bodily injury or death (including fatal injury, illness or contagion) of any third party or worker, agent or staff of the third party or other natural persons engaged by the third party,</p>	Explained	<p>We cannot delete reference to “indemnified parties” nor proposed amendment of point (i), because the provision is drafted in the manner so that it is aligned with the Operation and Maintenance Contract, concluded between the Operator and FSRU operator.</p> <p>For the same reason we cannot accept exclusion of liability due to ordinary negligence in this clause.</p> <p>With regard to your proposal to replace the word “intent” with “wilful misconduct”, please note that the Croatian version of GTC is the prevailing version. The Croatian version states “namjera”, which is in line with the Croatian Civil Obligations Act, and thus the English translation should remain unchanged.</p>

		to the extent that such damages is arising out of <del>or in connection with</del> the Terminal Use Agreement and are caused by <del>wilful misconduct intent</del> or <del>gross</del> negligence of the <del>defaulting</del> party.		
#26	Anonimno	New wording:  Notwithstanding otherwise herein, liabilities of a party pursuant to Articles 21 to 25 of the General Terms and Conditions shall not be subject to any cap liability.	Partially Accepted	The provision shall be amended so that it reads as follows: „Liability of parties pursuant to Articles 21 to 25 of the General Terms and Conditions is not limited by the amount of damages.“  „Odgovornost strana temeljem članka 21 do 25 ovih Općih uvjeta nije ograničena po visini naknade štete.“
#27(1)	Anonimno	(1) The Operator shall be liable and hold harmless to Terminal Users for any damage suffered by the Terminal Users as result of the non-performance, limitation or suspension of any services of the Operator, unless such occurred due to a force majeure event, <b>planned</b> Terminal maintenance, –or <del>another circumstance in which the Operator is authorized to limit or suspend the services provision in accordance with the Rules or another regulation,</del> the fault of any Terminal User <del>or third party, or any other reason for which the Operator is not responsible.</del>	Partially accepted	The Operator cannot accept deletion of the following part of provision: “ <del>or another circumstance in which the Operator is authorized to limit or suspend the services provision in accordance with the Rules or another regulation,</del> ” ; “ <del>or third party, or any other reason for which the Operator is not responsible.</del> ”, since these are the circumstances in which the Operator should not be liable for damages.  The proposal for defining type of maintenance works carried out by the Operator, for performance of which, and ensuing limitation or suspension of services, the Operator will not be liable for any damages, is accepted. To that end, the wording will be amended as follows:

				“(1) The Operator shall be liable and hold harmless to Terminal Users for any damage suffered by the Terminal Users as result of the non-performance, limitation or suspension of any services of the Operator, unless such occurred due to: a force majeure event, <b>regular</b> Terminal maintenance, or another circumstance in which the Operator is authorized to limit or suspend the services provision in accordance with the Rules or another regulation, the fault of any Terminal User or third party, or any reason <b>which is not listed in this subclause</b> for which the Operator is not responsible ( <b>including, but not limited to, extraordinary maintenance of the Terminal in case necessity for such maintenance occurred without Operator’s fault</b> ).”
#27(2)-3	Anonimno	To be removed or amount to be lifted to match point 2. which should also remain intact at 20 million EUR and not to be decreased.	Not accepted	The amount is decreased to 18.250.000 million EUR due to mathematical reasons, i.e. the daily cap amounts 50.000 EUR; which amount, when multiplied with number of days in a year amounts $50.000 \times 365 = 18.250.000$
Article 27/2	Anoniman	We disagree with lowering and further limiting Terminals liabilities.  There is no reason to make such limits, especially in the situation when the Terminal is planning to perform extraordinary extended maintenance which will generate excessive losses to Terminal Users.	Not accepted	The amount is decreased to 18.250.000 million EUR due to mathematical reasons, i.e. the daily cap amounts 50.000 EUR; which amount, when multiplied with number of days in a year amounts $50.000 \times 365 = 18.250.000$
#28	Anonimno	Consequences of non-performed/delayed truck loading service should be covered too	Accepted	We agree with the comment, and to that end we will amend the definitions of “Allowed

				Laytime” and “Confirmed Reload” in the ROO so that they include LNG Transport Trucks.
Article 28	Anoniman	<p>Obligations in respect of demurrage</p> <p>We suggest to keep the initial wording of Article 28, and delete the underlined:</p> <p>Reasonably documented costs actually incurred by the Terminal User during the additional time spent, <del>provided that a) the Terminal User submits to the Operator copies of the invoices, proof of payment of costs and a signed reasoned statement on the necessity and justification of these costs, and b) the Operator confirms in writing that it accepts the justification of the costs.</del></p> <p>This article is making the Operator in advantages position. Why is this clause added for the case in which the Operator is obliged to pay demurrage, and it is not added for the case in which the Terminal User shall pay for demurrage?</p>	Partially accepted	<p>We cannot accept deletion of point a) because it is necessary to have proof that the costs were actually incurred.</p> <p>We accept deletion of point b) as condition precedent for payment of the entire due amount. Point b) will be rephrased as new subclause (2) of Article 28. The Operator will notify the Terminal User on justified amount of costs, and in case any part of costs is disputed by the Operator, the Terminal User is entitled to initiate arbitration proceeding.</p> <p>We accept your remark with regard to Article 29, which regulates situation in which the Terminal User is obligated to pay demurrage. The respective Article will be amended so that it regulates Operator’s obligation to provide evidence on accrued costs or signed statement with elaboration of accrued costs. Namely, in most cases the Operator will use its own resources so there will be no invoices of third parties, but only internally accrued costs (e.g. fuel, extra working hours, etc.).</p>

<b>Former #29</b>	Anonimno	Should remain in place as is: Any party shall compensate all direct losses incurred due to the actions or omissions of the other party in the event of need for extraordinary maintenance work due to the fault of such other party, except of exceptional maintenance work is required due to force majeure	Accepted	We accept the remark, subclause (4) of Article 27 of GTC will be redrafted in order to reflect former subclause (1) of Article 29; except for the reference to force majeure, which will be deleted because force majeure is not the only possible no-fault situation.
<b>#36</b>	Anonimno	(1) To set cross references on where suspension or limit of services are considered  (4) The words “can be attributed” shall be deleted and replaced by “are attributed.”	Not accepted	(1) In our view it would not be practical to insert exact references, because the ROO might change in the future, and consequently, numbering of clauses of ROO may change.  (4) The proposed amendment doesn't change the meaning of the clause.
<b>#42</b>	Anonimno	The liability of TU should as well be on aggregate basis towards the Operator.	Explained	We cannot accept the proposed amendment. Pursuant to the GTC, the Operator is individually liable up to the amount of 20 million EUR and each Terminal User is individually liable up to the amount of 20 million EUR, which means that their individual liability and exposure is equal. The fact that the Operator's liability is dispersed towards many Terminal Users is a natural consequence of the business model in which we have one operator of LNG terminal on the one hand, and many terminal users on the other hand; but in the end their liability is equal in quantitative sense, which is fair. This principle of liability was introduced

				even before beginning of the operation of the Terminal and has not changed since then.
#47	Anonimno	<p>A) Either keep the original wording or</p> <p>B) See hereunder new proposal wording to apply to Art 47:</p> <p>(1) If during the Terminal Use Agreement, any changes in law and other regulations of such in force after the date of the Terminal Use Agreement with relevant Terminal User which was not foreseeable or applicable at the date of such Terminal Use Agreement, have been significantly modified or amended in a manner that due to those modifications or amendments of regulations, the Terminal User's fulfillment of obligations would become more difficult or would incur or required to incur (i) new costs that were not currently covered by the Terminal User Agreement or (ii) losses, then the parties to such Terminal Use Agreement shall be obliged to discuss in good faith such new costs and/or losses and amendment to such Terminal Use agreement to remove such costs and/or losses and to ensure the initial balance of interests and planned economic outcomes of the parties to such Terminal Use Agreement.</p> <p>(2) Should the parties not reach a written agreement on amendments to the Terminal Use Agreement in accordance with the provisions of paragraph 1 hereof within 60 days from the day of entry into force of the</p>	Partially accepted	<p>The wording of the existing clause is only slightly amended so that it is more in line with the provisions of the Croatian Civil Obligations Act regulating change of circumstances, and thus we cannot accept neither the proposal to keep the original wording, nor the proposed amendment.</p> <p>We agree to supplement the provision so that it regulates that in case of termination of the Terminal Use Agreement pursuant to this clause, the Parties will not have any mutual claims as result of the termination of Terminal Use Agreement, save for the claim for payment of fee for provided services and costs/claims already accrued prior to termination.</p>

		modifications or amendments of regulations referred to in paragraph 1 hereof, the Terminal User shall have the right to terminate the Terminal Use Agreement and Clauses 40 and 41 shall apply.		
Article 49/1	Anoniman	Place and language of arbitration are missing.	Explained	Place and language of arbitration are agreed in each Terminal Use Agreement.