

## **RULES OF OPERATION OF THE LIQUEFIED NATURAL GAS TERMINAL**

Pursuant to Article 93 of the Gas Market Act (Official Gazette no. 18/18 and 23/20) and the Approval Decision of the Croatian Energy Regulatory Agency, CLASS: 310-44/21-02/73, FILE NO.: 371-06-21-11 of 30 July 2021, the liquefied natural gas terminal operator, LNG Hrvatska d.o.o., adopted on 30 July 2021 the following

## **RULES OF OPERATION OF THE LIQUEFIED NATURAL GAS TERMINAL**

### **I. GENERAL PROVISIONS**

#### **Subject matter of the Rules**

##### **Article 1**

(1) These Rules of Operation of the Liquefied Natural Gas Terminal (hereinafter: Rules) specifically regulate the description of the liquefied natural gas terminal (hereinafter: Terminal), the development, construction and maintenance of the Terminal, the operation of the Terminal, the contractual relationships and the general terms and conditions of the Terminal use, the booking and use of the Terminal's capacities, the rules of measuring and rules of allocation, data publication and information exchange, indemnification and the rules of selling LNG or natural gas of the Terminal Users in an open procedure.

(2) An integral part of these Rules shall be Annex I - General Terms and Conditions of the Liquefied Natural Gas Terminal Use (hereinafter: General Terms and Conditions).

(3) These Rules have been developed and shall apply according to the general principles of transparency, non-discrimination of Terminal Users, the Terminal safety and reliability, as well as the technical and economic efficiency of the Terminal operation.

(4) The Operator, Terminal User and other energy operators, i.e. participants in the gas market intending to become users of the Terminal, shall be obliged to apply these Rules.

#### **Definitions**

##### **Article 2**

(1) The terms used in these Rules shall have the meanings defined by regulations governing energy, energy-related activities and the gas market.

(2) In addition to the terms referred to in paragraph 1 hereof, certain terms in these Rules shall have the following meaning:

*Unofficial translation of the unofficial consolidated version*

1. *Bank acceptable to the Operator* - a bank that has a rating of at least BBB from Standard&Poor's or at least BBB from Fitch or at least Baa2 from Moody's FC LT at the time of request submittal, or another bank deemed acceptable by the Operator.
2. *LNG Carrier* - a vessel delivering and/or dispatching liquefied natural gas to or from the Terminal.
3. *CIMIS* - Croatian Integrated Maritime Information System providing electronic commerce in the reception and dispatch of carriers between users of the system in the Republic of Croatia and the exchange of data with the SafeSeaNet system, recording and administering the arrivals and departures of carriers in the port.
4. *Daily Nomination* – announcement of a daily quantity of natural gas that a Terminal user intends to deliver at the Delivery Point on the following Gas Day.
5. *LNG Supplier* – legal entity supplying LNG to Terminal Users, which can also be a user of the Terminal.
6. *Allowed Laytime* – allowed time during which an LNG Carrier is moored to the Floating LNG Storage and Regasification Unit, in accordance with these Rules.
7. *Loanable LNG Quantity* – quantity of LNG, including LNG consumed for technological needs, which is automatically assigned for lending by an LNG Lender to an LNG Borrower in accordance with an approved Service Schedule of the Terminal users and the Joint Terminal Use Agreement.
8. *Allowable Gas Loss* – LNG loss in the Terminal which may amount to a maximum of 2% of the total received LNG quantities at the Terminal in accordance with the Natural Gas Allocation Policy.
9. *Allowed Measurement Uncertainty of Measurement Equipment* – maximum allowed deviation at measuring points determined by applicable recommendations, standards and/or legal regulations applicable to a particular type of measuring equipment.
10. *Physical Storage* – LNG storage at the Terminal, starting from the completion of discharge of the cargo of a specific Terminal User to the Terminal, including natural gas losses, until the complete cargo off-take from the Terminal, in accordance with these Rules.
11. *Annual Capacity Booking* – process of long-term capacity booking of LNG for the following gas years, for a period of at least 1 to a maximum of 15 gas years, carried out in accordance with these Rules.
12. *Quality and Quantity Report on the LNG discharge to the Terminal* – document confirming the LNG quantity discharged from an LNG Carrier to the Terminal calculated according to the procedure and terms prescribed in these Rules.
13. *Cargo Report* – cargo quality and quantity certificates issued by a competent person at the port of loading for the cargo loaded into an LNG Carrier.
14. *LNG Transport Truck* – road vehicle for LNG transport that meets all technical and legal requirements for LNG reloading and transport.
15. *LNG Regasification Capacity* – LNG quantity, indicated in kWh, that a Terminal User is entitled to regasify using the LNG Regasification Service during a specific period in accordance with the approved Service Schedule.
16. *Commercial Conditions for LNG reload into an LNG Transport Truck* – commercial conditions of the Terminal related to LNG reload into an LNG Transport Truck, published on the Operator's website.

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17. *Control* – in respect of any entity, the ability to (directly or indirectly) manage that entity's affairs and/or control the composition of its management board or equivalent body, including via:

- a) the ownership of or control over (directly or indirectly) fifty percent (50%) or more of that entity's capital shares with voting rights; or
- b) the ability to manage at least fifty percent (50%) or more of the votes exercisable at an assembly of that entity in regard to all, or substantially all, matters; or
- c) the right to appoint or remove directors of the relevant entity holding a majority of the voting rights at meetings of the management board (or equivalent body) of that entity on all, or substantially all, matters;

And "controlled" shall be interpreted accordingly.

18. *Terminal User* – gas trader or gas supplier that may be represented by the person authorized to represent the legal entity based on a legal transaction, power of attorney or law, and that has concluded a Terminal Use Agreement and the Joint Terminal Use Agreement with the Operator.

19. *Short-Term Capacity* – the remaining available capacity offered for contracting after the approval of the Annual Service Schedule, and which can be used at the earliest after 1 October of the current gas year.

20. *Port Charges* – port charges, fees, piloting costs, towing costs and all other costs related to an LNG Carrier mooring at the Terminal or its cargo.

21. *Port* – Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice

22. *LNG Heel* – minimum LNG quantity, indicated in m<sup>3</sup>, that must be constantly available in cargo tanks of the Floating LNG Storage and Regasification Unit and which shall be controlled by the Operator.

23. *Surveyor* – an independent expert hired by Terminal Users and/or LNG Supplier who boards the Floating LNG Storage and Regasification Unit to independently examine and confirm that all the gas measurement and analysis devices and equipment are certified and calibrated, as well as to examine and confirm the quantity and quality of the discharged cargo.

24. *LNG Discharge Order* – request of the Terminal user to the Operator for a certain quantity of cargo to be discharged to the Terminal.

25. *Unallowed Gas Loss* – LNG loss at the Terminal in the quantity exceeding 2% of the total LNG quantities received at the Terminal, calculated in accordance with the Natural Gas Allocation Policy.

26. *Unused Capacity* – LNG Regasification Capacity allocated to a Terminal User, which the Terminal User does not intend to use and/or fails to use in accordance with the approved Service Schedule.

27. *Adverse Weather and/or Metocean Conditions* – conditions which, according to the Ordinance on Order in the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice, or at the order of the responsible person of the port, or at the order of the competent port authority, delay or prevent the LNG Carrier from mooring at the Terminal location, or on the basis of which the master of the LNG Carrier estimates that it is not safe to moor the LNG Carrier at the Terminal location, or on the basis of which the master of the Floating LNG Storage and Regasification Unit estimates that it is not safe to moor the LNG Carrier at the Terminal location.

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28. *Off-Specification LNG* – LNG that does not conform to quality standards according to the LNG Quality Specification in accordance with these Rules.
29. *Terminal User's Indemnified Party* – Terminal User and all its affiliates, contractors, subcontractors, employees and authorized representatives if such affiliates, contractors, subcontractors, employees and authorized representatives are involved in business relationships with the Operator.
30. *Operator's Indemnified Party* – Operator and all its affiliates, contractors, subcontractors, employees and authorized representatives if such affiliates, contractors, subcontractors, employees and authorized representatives are involved in business relationships with the Operator.
31. *Approved Annual Service Schedule* – mandatory Annual Service Schedule in which, for each Terminal User, the projection of LNG Regasification Capacity, as well as the arrival times of LNG Carriers with the indicated cargo quantities for the following gas year are indicated.
32. *Approved Monthly Service Schedule* – mandatory Monthly Service Schedule in which, for each Terminal User, the LNG Regasification Capacity and the reloading capacity, as well as the arrival times of LNG Carriers or LNG Transport Trucks with the listed cargo quantities for the specified month, are indicated.
33. *Terminal Maintenance* – regular and extraordinary works, including works concerning the dry dock, required for safe and reliable Terminal operation during which the services of the Operator are suspended, or their availability is limited.
34. *General Terms and Conditions* – conditions applied to the provision of the LNG Regasification Service and any non-standard service of the Operator, and which form an integral part of these Rules as Annex I.
35. *FSRU Operator* – legal entity which, in accordance with the Terminal Operation and Maintenance Agreement concluded with the Operator, performs the activity of operation and supervision of work, and is responsible for the maintenance of the Floating LNG Storage and Regasification Unit.
36. *Operator* – LNG Hrvatska d.o.o. as the owner of the Terminal, or its legal successors, as regulated by the regulation governing the gas market.
37. *Boil-Off Gas* – gas generated by LNG gasification in cargo tanks of the Floating LNG Storage and Regasification Unit.
38. *Gas Delivery* – natural gas delivery to the Delivery Point.
39. *Pilot Station* – the place of the pilot boarding, i.e. the place from which the piloting of the LNG Carrier to the Terminal is coordinated, as follows:
  - Coastal piloting station, and
  - Port piloting station.
40. *Gas Day* – a period of 24 hours beginning every day at 06:00 AM of day D and ending at 06:00 AM of day D+1.
41. *Floating LNG Storage and Regasification Unit* – floating LNG storage and regasification unit with the ability of LNG reload, operated by the FSRU Operator.
42. *Applicant* – gas supplier, gas trader or existing Terminal User that has submitted a request for the allocation of the Regasification Capacity.
43. *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.

44. *Reload* – LNG discharge from the Floating LNG Storage and Regasification Unit into the LNG Transport Truck or the LNG Carrier.
45. *Affiliate* – in regard to any legal entity, any entity that controls, is controlled by, or is under joint control with such legal entity.
46. *Shipping Agent* – legal or natural person registered in the Register of Shipping Agents in accordance with the provisions of the Maritime Code and relevant bylaws, who is authorized to perform, on behalf of the principal, shipping agency activities related to the arrival, stay and departure of LNG Carriers in the Port, including the necessary administration of the LNG Carrier and its cargo and the exchange of data and documents.
47. *Open Season Process* – procedure of contracting the long-term LNG Regasification Service, which has been carried out before the construction of the LNG terminal.
48. *Notice of Readiness* – notice issued by the master of an LNG Carrier concerning the readiness of the LNG Carrier for discharge in accordance with the Technical Conditions of the Terminal.
49. *Confirmed Reload* – a certificate of the Operator approving the Terminal User's request for loading certain LNG quantities from the Floating LNG Storage and Regasification Unit to the LNG Carrier or the LNG Transport Truck.
50. *Returnable LNG Quantity* – LNG quantity to be returned by the LNG Borrower to the LNG Lender, which corresponds to the Borrowed LNG Quantity.
51. *Borrowed LNG Quantity* – LNG of the LNG Lender, including gas loss, that is lent to the LNG Borrower.
52. *Ordinance on Handling Dangerous Goods in Ports* – Ordinance on determining the class and quantity of dangerous goods that can be handled in the port, i.e. with which a carrier or vehicle can enter the port area of the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice, and places where such goods will be handled, and which is adopted by the Operator and published on its website.
53. *Ordinance on Order in the Port* – Ordinance on order in the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice, prescribing the conditions and manner of maintaining order in the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice, which is adopted by the Operator and published on its website.
54. *Estimated Arrival Window* – estimated time of arrival of an LNG Carrier at the Terminal.
55. *LNG discharge* – discharge of cargo from an LNG Carrier to the Floating LNG Storage and Regasification Unit.
56. *LNG Borrower* – Terminal User borrowing LNG from another Terminal User that is therefore the LNG Lender.
57. *Business day* – every calendar day of the year except Saturday and Sunday and days that are determined as non-business days in the Republic of Croatia by positive regulations.
58. *Working day of the Terminal* – every calendar day of the year except for the period of regular and/or extraordinary maintenance of the Terminal.
59. *Service Schedule* – Approved Annual Service Schedule and/or Approved Monthly Service Schedule for a Terminal User, on the basis of which the Operator

provides services during a specific period pursuant to the provisions of these Rules and the Technical Conditions of the Terminal.

60. *Reasonable and Prudent Terminal User* – entity acting in good faith with the intention of performing its contractual obligations under the Terminal Use Agreement and the Joint Terminal Use Agreement and who, in this regard, in performing its business operations, exercises the level of skill, due diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced Terminal User complying with all conditions prescribed by applicable regulations and engaged in the same type of activity under the same or similar circumstances.

61. *Reasonable and Prudent Operator* – entity acting in good faith with the intention of performing its contractual obligations under the Terminal Use Agreement and who, in this regard, in performing its business operations, exercises the level of skill, due diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced Operator complying with all conditions prescribed by applicable regulations and engaged in the same type of activity under the same or similar circumstances.

62. *Secondary Market* – market of allocated LNG Regasification Capacities and LNG quantities at the Terminal where Terminal Users can transfer the contracted LNG Regasification Capacity, the right to use the contracted LNG Regasification Capacity and/or LNG to another existing Terminal User or another acquirer who meets the conditions in accordance with these Rules.

63. *Safety Checklist* – document recording the procedure of controlling all the prescribed prerequisites for initiating LNG discharge, which is signed by the responsible persons of the LNG Carrier, the port and the Terminal after the procedure is completed.

64. *Available Capacity* - LNG Regasification Capacity that has not been allocated and is available in accordance with the Technical Conditions of the Terminal and the Operator's decision on the maximum annual leased Terminal capacity.

65. *LNG Quality Specification* – quality specification of the LNG that may be discharged to the Terminal and/or stored in the Terminal tanks in accordance with these Rules, Technical Characteristics of the Terminal and Technical Conditions of the Terminal.

66. *Standard Cargo Lot* – LNG quantity between 65,000 m<sup>3</sup> and 140,000 m<sup>3</sup> in accordance with these Rules.

67. *LNG Regasification Rate* – LNG quantity that can be regasified at the Terminal during one Gas Day, higher than the minimum allowed LNG Regasification Rate and lower than the maximum allowed LNG Regasification Rate in accordance with the Technical Conditions of the Terminal.

68. *Actual Laytime* – the exact time actually spent by an LNG Carrier to moor, discharge and depart from the Terminal.

69. *Damages* – collectively; all claims, liabilities, obligations, losses, deficiencies, penalties, actions, lawsuits, external and other costs and compensation of any kind, excluding loss of profit.

70. *Tariff* – LNG regasification tariff in accordance with the methodology used to determine the amounts of tariff items for LNG regasification.

71. *Technical Characteristics of the Terminal* – technical and operational specifications of the Terminal published on the Operator’s website.
72. *Technical Characteristics of the Terminal for LNG reload into an LNG Transport Truck* – technical and operational specifications of the Terminal related to LNG reload into an LNG Transport Truck, published on the Operator’s website.
73. *Technical Capacity of the Terminal* – the maximum LNG Regasification Capacity that the Operator can contract with the Terminal Users based on the LNG Regasification Service with regard to the Technical Characteristics of the Terminal, the technical abilities of the transmission system and other factors.
74. *Technical Conditions of the Terminal* – detailed description of the technical terms and conditions applied to the Terminal User and LNG Carriers, relating to approvals for ships to carry LNG, their arrival, mooring, berthing/unberthing and discharge procedures, and other conditions of Terminal use, which shall be adopted by the Operator and submitted to Terminal Users.
75. *Technical Conditions of the Terminal for LNG reload into an LNG Transport Truck* – detailed descriptions of the technical terms and conditions applied to the Terminal User and LNG Transport Trucks, relating to approvals for LNG Transport Trucks, their arrival, connection to the Terminal, discharge or reload procedures, and other conditions of Terminal use, which shall be adopted by the Operator and submitted to Terminal Users.
76. *Cargo* – LNG quantity that will be discharged from an LNG Carrier to the Floating LNG Storage and Regasification Unit, or that will be reloaded from the Floating LNG Storage and Regasification Unit into the LNG Carrier or LNG Transport Truck.
77. *Slot* – period between the arrivals of two LNG Carriers.
78. *TMS* – Terminal Management System operated by the Operator through which the Operator and Terminal Users can exchange data referring to the Service Schedule, nominations, operational instructions on the services provided, remaining LNG, borrowed and returnable LNG quantities, gas quality, as well as other important information.
79. *Delivery Point* – the point at which the connection pipeline of the Terminal is connected to the transmission system and/or the Reload Point.
80. *Reload Point* – the point where the outlet flanges on the LNG unloading lines of the Floating LNG Storage and Regasification Unit connect with the inlet flanges of the LNG loading lines of an LNG Carrier or an LNG Transport Truck.
81. *Unloading Point* – the point where the outlet flanges of the LNG Carrier unloading lines connect with the inlet flanges of the LNG loading lines of the Floating LNG Storage and Regasification Unit.
82. *Short-Term LNG Regasification Capacity Booking* – procedure during which the Short-Term LNG Regasification Capacity is allocated within one gas year, in the duration of at least one month until, at most, the end of the gas year, and the LNG Regasification Service is contracted when there are available slots and available capacities within that gas year, which is carried out after the completion of the Annual Capacity Booking procedure, in accordance with these Rules.
83. *Terminal Use Agreement* – agreement concluded between the Operator and the Terminal User defining the mutual rights and obligations.

84. *Joint Terminal Use Agreement* – agreement concluded between the Operator and all Terminal Users defining the mutual rights and obligations concerning the joint use of the Terminal.
85. *Total Gas Loss* – LNG quantity, indicated in kWh, that includes the Allowable Gas Loss and Unallowable Gas Loss, calculated in accordance with the Natural Gas Allocation Policy, consisting of own consumption and the difference in measurements.
86. *LNG Regasification* – LNG regasification process at the Terminal during which LNG is transformed from a liquid into a gaseous state.
87. *LNG Regasification Service* – services provided by the Operator enabling a Terminal User to use the Terminal in accordance with these Rules.
88. *Services* – LNG Regasification Service and non-standard services in accordance with these Rules.
89. *LNG Lender* – a Terminal User that is the owner of the LNG it lends to another Terminal User that is therefore the LNG Borrower.
90. *Duly Approved Cargo* – approved cargo that complies with the LNG Quality Specification and whose discharge from the LNG Carrier to the FSRU may not exceed the maximum allowed limits for safe discharge, less the LNG quantity in the cargo tanks at the moment of discharge and plus the LNG regasified during LNG discharge from the LNG Carrier to the FSRU.
91. *Virtual Storage* – 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 lasting until the complete LNG off-take from the Terminal, including proportional gas loss of the Terminal User.
92. *Internal use* – total internal use of LNG and/or natural gas by the Floating LNG Storage and Regasification Unit that includes LNG used as fuel and Boil-Off Gas
93. *Arrival Window* – a period of time assigned to an LNG Carrier to arrive at the Terminal.
94. *Terminal Capacity Congestion* – a situation in which the demand for the LNG Regasification Capacity exceeds the Technical Capacity of the Terminal or the Available Capacity.
95. *Request for Allocation of the LNG Regasification Capacity* – request submitted by a new and/or existing Terminal User to the Operator for the contracting of the LNG Regasification Service and allocation of the available LNG Regasification Capacity.
96. *Joint Terminal User* – Terminal User that has signed the Joint Terminal Use Agreement and is the owner of the delivered LNG which it lends to other Terminal Users or borrows LNG from other Terminal Users.
97. *Joint Terminal Use Schedule* – a consolidated Terminal service use schedule prepared by the Terminal Operator.
98. *Joint Terminal Use* – simultaneous use of the LNG Regasification Service by several Terminal Users in accordance with these Rules.
99. *Remaining cargo* - LNG on board an LNG Carrier before its last port of loading.

## **II. TERMINAL DESCRIPTION**

### **Article 3**

- (1) The Terminal shall include the following:



1. LNG storage tanks, regasification units, flexible unloading lines for loading/unloading and other equipment at the Floating LNG Storage and Regasification Unit,
2. A moor consisting of a dock and berth, a high-pressure loading/unloading arm and a high-pressure gas platform,
3. Gas connection installation and other gas infrastructure located within the limits of the Terminal, including a pigging station, and
4. Other devices, parts, instruments, additions, equipment, infrastructure and facilities used for the operation, management and maintenance of the Terminal.

#### **Article 4**

(1) The Operator shall be responsible for the design, construction, regular operation, management, development and maintenance of the Terminal in accordance with the regulations governing energy, energy-related activities and the gas market, and with these Rules.

(2) The Operator shall perform the activities referred to in paragraph 1 hereof in order to ensure regular operation of the Terminal at the highest possible level of safety, reliability, availability and efficiency for Terminal Users.

(3) The Operator shall prepare and publish on its website the Technical Characteristics of the Terminal.

(4) The Operator shall adopt the Technical Conditions of the Terminal, which shall be delivered to the Terminal Users.

(5) The Terminal Users shall be obliged to comply with the Technical Conditions of the Terminal referred to in paragraph 4 hereof.

(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 in such a way that the fulfillment of obligations would become excessively difficult for the Terminal User or would cause it excessive loss, the Terminal User shall have the right to act in accordance with Annex I to these Rules.

### **III. OPERATION, MAINTENANCE AND CONNECTION OF THE TERMINAL WITH THE TRANSMISSION SYSTEM**

#### **Operation, maintenance and development of the Terminal**

#### **Article 5**

(1) The Operator shall be responsible for the construction, operation, maintenance and development of the Terminal.

(2) The development of the Terminal shall be carried out according to the Terminal development plan, which shall be adopted by the Operator according to the regulations regulating the gas market.

## **Connection to the Transmission System**

### **Article 6**

(1) The Terminal is connected to the transmission system of the Republic of Croatia, in accordance with the regulations governing energy, energy-related activities and the gas market.

(2) The Operator and the transmission system operator shall be obliged, in accordance with the Transmission System Network Code, to conclude an agreement regulating mutual rights and obligations in relation to the connected gas systems, including coordination when allocating the Terminal regasification capacities and the transmission system capacities at the exit from the Terminal that is also the entry into the transmission system.

(3) The Operator shall be obliged to ensure timely exchange of data and information with the transmission system operator, in accordance with the rules on the exchange of data prescribed by the Transmission System Network Code adopted pursuant to the regulations regulating the gas market.

## **IV. OPERATOR SERVICES**

### **Article 7**

(1) The Operator shall provide the LNG Regasification Service and non-standard services to Terminal Users.

(2) The provision of services may be limited exceptionally in the cases prescribed by these Rules, including but not limited to Terminal Maintenance, Adverse Weather and/or Metocean Conditions and other reasons prescribed in Article 71 of these Rules.

(3) In order for the Operator to ensure simultaneous provision of the LNG Regasification Service to all Terminal Users under equal conditions, after concluding the individual Terminal Use Agreements with the Operator, the Terminal Users shall be obliged to conclude a Joint Terminal Use Agreement.

(4) The Operator shall be obliged to conclude the Joint Terminal Use Agreement with all Terminal Users.

(5) If after or under the Annual Capacity Booking procedure, a new Terminal User contracts the LNG Regasification Service, it shall be obliged to accede to the Joint Terminal Use Agreement in accordance with these Rules.

## **LNG Regasification Service**

### **Article 8**

(1) The LNG Regasification Service represents a whole consisting of the following connected and mutually dependent services:

1. Acceptance and mooring of the LNG Carrier at the Terminal,
2. LNG discharge,
3. Physical and virtual LNG storage,
4. LNG regasification, and
5. Gas delivery to the Delivery Point.

(2) The Operator shall deny the LNG Regasification Service if the Terminal User had failed to provide:

1. An LNG Carrier that is in accordance with the Technical Conditions of the Terminal,
2. Successful obtaining of all approvals and compliance with all the checks prescribed in these Rules and Technical Conditions of the Terminal, which refer to the LNG Carrier and LNG,
3. Delivery of cargo within the Arrival Window of the LNG Carrier specified in the approved Service Schedule,
4. Permitted LNG quality specification in accordance with these Rules,
5. Discharge of cargo in accordance with these Rules,
6. Nomination of the LNG Regasification Capacity and/or transmission system capacity, and
7. That the cargo meets all conditions prescribed in the Technical Characteristics of the Terminal.

(3) The Operator may deny the Terminal User the LNG Regasification Service for other reasons prescribed by these Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement.

## **Non-Standard Services**

### **Article 9**

(1) The Non-Standard Services provided by the Operator in accordance with these Rules shall include:

1. Transfer of the LNG Regasification Capacity on the Secondary Market - seller's fee,
2. Transfer of the LNG Regasification Capacity on the Secondary Market - buyer's fee,
3. Recording LNG trade to a Terminal User for the LNG seller,
4. Recording LNG trade to a Terminal User for the LNG buyer,
5. Sale of LNG or natural gas of the Terminal User in an open procedure in accordance with these Rules,
6. Emptying the tanks of the Floating LNG Storage and Regasification Unit,
7. LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Transport Truck,

8. LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Carrier,
9. Carrying out extraordinary inventory requested by a Terminal User in accordance with these Rules, and
10. Change of the allocated Arrival Windows of LNG Carriers.

(2) The price list of the Operator's non-standard services shall be adopted in accordance with the methodology used for determining the price of non-standard services adopted by the Agency.

(3) Non-standard services referred to in paragraph 1 hereof shall be charged on the basis of the price list for the Operator's non-standard services.

(4) The Operator shall publish the price list of non-standard services on its website in accordance with the methodology referred to in paragraph 2 hereof.

(5) The Operator shall provide non-standard services taking into account the rights and obligations arising from the Terminal Use Agreement and the Joint Terminal Use Agreement, taking care that the provision of non-standard services does not affect the proper provision of the LNG Regasification Services.

## **V. CONTRACTING THE LNG REGASIFICATION SERVICE AND LNG REGASIFICATION CAPACITY ALLOCATION**

### **Annual Capacity Booking**

#### **Article 10**

(1) The Operator shall be obliged to regularly update and publish information on the Available Capacity on its website.

(2) When there is Available Capacity, a gas supplier or gas trader may contract the LNG Regasification Services within an Annual Capacity Booking procedure.

(3) The contracting of the LNG Regasification Services shall begin by submitting a Request for Allocation of the LNG Regasification Capacity.

(4) In accordance with paragraphs 2 and 3 hereof, a gas supplier or gas trader have to submit the Request for Allocation of the LNG Regasification Capacity at the latest by 15 March of the gas year immediately preceding the first gas year covered by the Request for Allocation of the LNG Regasification Capacity.

(5) The Operator shall publish the form of the Request for Allocation of the LNG Regasification Capacity on its website.

(6) The Request for Allocation of the LNG Regasification Capacity must include at least the following:

1. Name and address of the gas supplier or gas trader,
2. Contact details of the gas supplier or gas trader,
3. Contact details for the exchange of information, notifications, communications and operational communication,
4. Indicated gas years for which the allocation of LNG Regasification Capacity is requested during the booking within the Annual Capacity Booking, and
5. The quantity of the requested LNG Regasification Capacity for each gas year, expressed in kWh, which may not be less than the quantity of the Standard Cargo Lot, except if the existing Terminal User intends to contract additional LNG Regasification Capacity during the period of validity of the Terminal Use Agreement.

(7) The gas supplier or gas trader who wishes to contract LNG Regasification Capacity at the Terminal shall be obliged to submit a completed, signed and certified form of the Request for Allocation of the LNG Regasification Capacity. The Request for Allocation of the LNG Regasification Capacity shall be deemed to have been submitted when the Operator receives a duly completed above Request.

(8) An applicant that does not have a valid Terminal Use Agreement shall be obliged to, in addition to the Request for Allocation of the LNG Regasification Capacity, submit to the Operator the following documents:

1. Excerpt from the court register or appropriate evidence that the person is authorized to act on behalf of the applicant,
2. A copy of a valid permit to perform energy-related activities of gas supply and/or a permit to perform energy-related activities of gas trade in the Republic of Croatia, and
3. Other documents at the Operator's request, such as, but not limited to: financial statements, solvency reports, etc.,
4. Capacity allocation guarantee, in accordance with these Rules.

(9) In the event that the Operator is unable to fully comply with the applicant's requested capacity, the applicant reserves the right to withdraw the submitted request, in which case the Operator shall be obliged to return the capacity allocation guarantee to the applicant.

(10) An applicant who wishes to contract the remaining available LNG Regasification Capacity in the following gas year after the expiration of the deadline for the Annual Capacity Booking referred to in paragraph 4 hereof, may submit to the Operator the Request for Allocation of Short-Term LNG Regasification Capacity.

(11) With the goal of optimal Terminal operation, the Operator can adopt a decision on the maximum annual leased Terminal capacity, which it shall publish on its website immediately after adoption.

### **Capacity Allocation Guarantee**

### **Article 11**

(1) The applicant for capacity allocation who wishes to contract LNG Regasification Capacity at the Terminal in the Annual Capacity Booking procedure, shall be obliged to submit the capacity allocation guarantee (hereinafter: Capacity Allocation Guarantee) in the form of:

1. A cash deposit in EUR (if the Terminal User has a registered seat outside the Republic of Croatia), or in HRK (if the Terminal User has a registered seat in the Republic of Croatia), by depositing cash to the Operator's deposit account, or
2. An unconditional and irrevocable bank guarantee payable “on first demand” and “without objection”, issued by a bank acceptable to the Operator, with contents acceptable to the Operator, which contents the Operator shall publish on its website, issued for the period of validity of at least 30 days after the expiration of the deadline in which the Terminal User is obliged to submit to the Operator a payment security instrument on the basis of the Terminal User Agreement in accordance with the General Terms and Conditions of the Terminal Use.

(2) The Capacity Allocation Guarantee shall be issued in the amount of 10% of the value of the total fees for the use of the Terminal for the requested period, but not more than EUR 1,000,000.00, i.e. EUR 1,000,000.00 payable in HRK equivalent according to the middle exchange rate of the Croatian National Bank valid on the day of payment if the Terminal User has a seat in the Republic of Croatia, in accordance with the General Terms and Conditions.

(3) The Operator shall not be obliged to pay to the Terminal User any interest on the deposit amount referred to in paragraph 1 hereof. In the event that the Operator receives interest on the deposit, such interest shall be added to the total deposit amount, and the Operator shall be authorized to use it under the same conditions under which the Operator is authorized to use the Capacity Allocation Guarantee in accordance with these Rules.

(4) All costs related to the issuance, maintenance and use (activation) of the Capacity Allocation Guarantee in accordance with these Rules shall be borne by the Terminal User.

(5) If the applicant fails to submit the Capacity Allocation Guarantee in the amount and of the type in accordance with this Article with the Request for Allocation of the LNG Regasification Capacity, the Operator shall reject its request for capacity allocation.

(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 instrument on the basis of the Terminal Use Agreement in accordance with the provisions of these Rules and the General Terms and Conditions, for the allocated capacity.

(7) In the event that the Operator cannot fulfill the requirements specified in the Request for Allocation of the LNG Regasification Capacity, the Operator shall return the Capacity Allocation Guarantee to the applicant within 5 days from sending the notice of rejection, or shall return the proportional part of the Capacity Allocation Guarantee which corresponds to the rejected part of the Request for Allocation of the LNG Regasification Capacity in case of partial fulfillment of this request in accordance with Article 14(3) of the Rules.

(8) In the event that the Operator has partially fulfilled the request in accordance with Article 14(3) of the Rules, and the Capacity Allocation Guarantee has been submitted in the form of a bank guarantee, the applicant shall submit to the Operator a bank guarantee supplement or replace the existing bank guarantee with a new one in the amount prescribed in paragraph 2 hereof, proportional to the allocated capacity, while the Operator shall return the initially submitted bank guarantee within 7 days from the day of receipt of the bank guarantee supplement or the new bank guarantee.

(9) The Operator shall have the right to collect the Capacity Allocation Guarantee and retain the full collected amount for itself if:

- a) The applicant fails to submit to the Operator a signed copy of the Terminal Use Agreement or the Joint Terminal Use Agreement within the deadline in accordance with these Rules, and/or
- b) The applicant fails to submit to the Operator a payment security instrument on the basis of the Terminal Use Agreement, within the deadline in accordance with the General Terms and Conditions.

(10) In the event that for a particular gas year during the duration of the Terminal Use Agreement, a Terminal User has failed to contract the LNG Regasification Service, but has contracted LNG Regasification Service after that year, in that case the Terminal User will be obliged to submit to the Operator the Capacity Allocation Guarantee at the latest 15 days before the payment security instrument under the Terminal Use Agreement for the gas year immediately preceding the first gas year in which the Terminal User did not contract the LNG Regasification Service, expires. This Capacity Allocation Guarantee must be valid at least up to 15 days after the Terminal User submits the payment security instrument under the Terminal Use Agreement for the first next gas year in which the Terminal User has contracted the LNG Regasification Service, and other provisions of this Article 11 of the Rules shall apply accordingly to this Capacity Allocation Guarantee.

## **Article 12**

(1) No later than 5 days from the date of receipt of the Request for Allocation of the LNG Regasification Capacity and the Capacity Allocation Guarantee, the Operator shall assess the validity of the received request and notify the applicant of it by submitting a notification on the capacity allocation containing at least information on the applicant, information on the allocated LNG Regasification Capacity (indicated in

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kWh) or a notification that a part or all of the requested LNG Regasification Capacity, in accordance with these Rules, cannot be allocated, in which case the applicant shall be rejected in relation to such capacity.

(2) Along with the notification on the capacity allocation, the Operator shall submit to the applicant a signed Terminal Use Agreement or an annex to the Terminal User Agreement, and the Joint Terminal Use Agreement or the application to accede to the Joint Terminal Use Agreement, which the applicant shall be obliged to sign and submit to the Operator no later than 7 days from the day of receipt of the notification referred to in this paragraph.

(3) If the applicant submits incomplete documentation or if there are any ambiguities or deficiencies in the request referred to in Article 10(3) of these Rules or the documentation referred to in Article 10(8) of these Rules, the Operator may invite the applicant to eliminate the deficiencies and submit a corrected request, i.e. correct or supplemented documentation.

(4) The Operator shall set a deadline of a maximum of 5 days for the applicant to act in accordance with paragraph 3 hereof, in which case the deadline referred to in paragraph 1 hereof shall be calculated for the Operator from the receipt of a proper request and correct and complete documentation.

(5) If the Request for Capacity Allocation covers the next Gas Year, the Operator must receive, at the latest by 14 April, the signed Terminal Use Agreement or an annex to the Terminal User Agreement, the Joint Terminal Use Agreement or the application to accede to the Joint Terminal Use Agreement in accordance with the Rules, otherwise, it shall be considered that the Terminal Use Agreement or an annex to the Terminal User Agreement has not been concluded.

(6) The Operator shall publish on its website the form of the Terminal Use Agreement and the form of the Joint Terminal Use Agreement with the corresponding application to accede to the Joint Terminal Use Agreement.

### **Article 13**

(1) The Operator shall have the right to reject the Request for Allocation of the LNG Regasification Capacity in the following cases:

1. The Request has not been submitted in accordance with Articles 10 and 12 of these Rules,
2. The applicant has submitted a request to the Operator after the deadline for submission in accordance with these Rules had expired,
3. The applicant has failed to correct or supplement the Request or the documentation at the invitation of the Operator in accordance with Article 12(3) and (4) of these Rules, and/or
4. An applicant who is not an existing user has failed to submit all the prescribed documents in accordance with Article 10(8) of these Rules,



5. The applicant has failed to submit the Capacity Allocation Guarantee in accordance with these Rules.
6. The Operator has assessed on the basis of the submitted documentation that there are other justified reasons for not accepting the applicant's Request.

## **The LNG Regasification Capacity Allocation Rules**

### **Article 14**

(1) During the allocation of the LNG Regasification Capacity, the Operator shall take into account only valid Requests for allocation of the LNG Regasification Capacity.

(2) The LNG Regasification Capacity shall be allocated to applicants according to the order of receipt of the requests in the quantity of requested LNG Regasification Capacity for each gas year, as long as there is available LNG Regasification Capacity for that year.

(3) If the total quantity of the requested the LNG Regasification Capacity in a gas year exceeds the quantity of available capacities, the Operator shall offer to the applicant to lease the available LNG Regasification Capacity.

(4) In the event there is Terminal Capacity Congestion, and at the same time one of the Terminal Users does not intend to use its LNG Regasification Capacity, the Operator may return the unused LNG Regasification Capacity to the market and offer it in the LNG Regasification Capacity Booking procedure.

(5) The Operator may, in accordance with paragraph 4 hereof, take away unused LNG Regasification Capacity from a Terminal User if the Terminal User notifies the Operator in the manner provided for in paragraph 7 hereof that it does not intend to use the Terminal at all in the next gas year in accordance with the Approved Annual Service Schedule.

(6) In the case referred to in paragraph 4 hereof, the Operator may take away, in full or in part, the LNG Regasification Capacity that the Terminal User does not intend to use and shall, without delay, send a notification on the taking away of LNG Regasification Capacity to the Terminal User whose capacity it had taken away.

(7) The Operator shall, without delay, offer the LNG Regasification Capacity it had taken away in the LNG Regasification Capacity Booking procedure, as follows:

1. If the Terminal User has notified the Operator that it will not use the LNG Regasification Capacity 7 days before the expiration of the deadline for the submittal of the Request for Allocation of the LNG Regasification Capacity in the Annual Capacity Booking procedure referred to in Article 10 of these Rules, the Operator shall offer this LNG Regasification Capacity within the Annual Capacity Booking procedure,

2. If the Terminal User has notified the Operator that it will not use the LNG Regasification Capacity after the expiration of the deadline for the submittal of the Request for Allocation of the LNG Regasification Capacity referred to in the previous item 1 hereof, the Operator shall offer the capacity in the procedure for Short-Term LNG Regasification Capacity Booking according to Article 17 of these Rules.

(8) The Terminal User whose LNG Regasification Capacity which it hadn't intended to use has been taken away shall retain all rights and obligations under the Terminal Use Agreement in relation to the LNG Regasification Capacity that had been taken away up to the moment of conclusion of the contract related to the use of this LNG Regasification Capacity by a new Terminal User in accordance with Articles 16 and 18 of these Rules.

(9) The Operator shall notify the Terminal User whose LNG Regasification Capacity has been taken away on the allocation of the capacity to another Terminal User.

(10) With regard to the LNG Regasification Capacity indicated in the notification on taking away the LNG Regasification Capacity, but which has not been allocated to another Terminal User, the Terminal User whose LNG Regasification Capacity has been taken away shall retain all rights and obligations under the Terminal Use Agreement, except for the rights in accordance with paragraph 11 hereof.

(11) After receiving the notification referred to in paragraph 6 hereof, the Terminal User shall not have the right to sell the LNG Regasification Capacity that had been taken away on the Secondary Market.

## **Article 15**

(1) If the LNG Regasification Capacity has been allocated to an applicant that is also a Terminal User, the Operator shall prepare an annex to the existing Terminal Use Agreement, sign it and deliver it to the Terminal User for signing.

(2) The existing Terminal User referred to in paragraph 1 hereof shall be obliged to, immediately after receiving it, sign the annex to the agreement referred to in paragraph 1 hereof, and submit it to the Operator without delay, within 7 days at the latest, otherwise it shall be deemed that this annex to the agreement referred to in paragraph 1 hereof has not been concluded. In the event that the Terminal User submits the annex to the agreement to the Operator after the deadline referred to in this paragraph has expired, the Operator shall have the right to declare that it shall maintain the annex to the agreement in force, in which case it shall inform the Terminal User of this circumstance.

(3) The Operator shall be obliged to have in its possession a mutually signed copy of the annex to the agreement referred to in paragraph 2 hereof, no later than by 14 April, except in the case of Short-Term LNG Regasification Capacity Booking, otherwise it shall be deemed that the annex to the Terminal Use Agreement has not been concluded.

## **Article 16**

(1) By concluding all the agreements referred to in Article 12(2) and Article 18(7) hereof, the applicant shall become the Terminal User with the right to use the LNG Regasification Service in accordance with these Rules and the approved Service Schedule in the quantity of LNG Regasification Capacity allocated to it.

(2) The LNG Regasification Capacity can be used only after the Service Schedule has been harmonized in accordance with the procedures and conditions prescribed in these Rules and after the Terminal User has received the approved Service Schedule.

## **Short-Term LNG Regasification Capacity Booking**

### **Article 17**

(1) If after the Annual Capacity Booking procedure is completed, there are available capacities, they may be contracted in the Short-Term LNG Regasification Capacity Booking.

(2) No later than ten business days from the day of preparation of the Annual Service Schedule of the Terminal Users, the Operator shall be obliged to publish on its website, on every gas year, information on the Available Capacity for Short-Term LNG Regasification Capacity Booking for the period from 1 October to 30 September of the gas year, taking into account the approved Service Schedules and Technical Conditions of the Terminal.

(3) The Operator shall publish on its website the form of the Request for Short-Term LNG Regasification Capacity Booking.

(4) The applicant for the Short-Term LNG Regasification Capacity Booking shall be obliged to submit the Request for the allocation of Short-Term LNG Regasification Capacity to the Operator no later than 60 days before the planned use of the LNG Regasification Service.

(5) The Operator shall be entitled to approve a request submitted outside the deadline prescribed in paragraph 4 hereof when this does not affect:

1. The contracted services of other Terminal Users,
2. The regular and safe operation of the Terminal,
3. Planned maintenance works,
4. Approved Service Schedules, and
5. Other conditions prescribed by these Rules.

(6) The Operator shall have the right to reject the Request for Allocation of Short-Term LNG Regasification Capacity when one of the requirements referred to in Article 13(1)(1) to (4) and (6) of these Rules is met, which provisions shall apply appropriately in the Short-Term LNG Regasification Capacity allocation procedure.

(7) The Short-Term LNG Regasification Capacity for each gas year shall be allocated to applicants according to the order of receipt of the requests in the quantity of requested LNG Regasification Capacity for each gas month until the end of that gas year, as long as there is available LNG Regasification Capacity for each month of that gas year.

### **Provision of the LNG Regasification Services Based on the Allocated Short-Term LNG Regasification Capacity**

#### **Article 18**

(1) The provision of the LNG Regasification Services on the basis of the allocated Short-Term LNG Regasification Capacity shall be possible only if it is not contrary to the approved Annual and Monthly Service Schedule, which may be modified and adjusted only when the following cumulative conditions have been met:

1. The modifications are in accordance with the procedures and conditions prescribed in these Rules,
2. The modifications are in accordance with the Technical Conditions of the Terminal,
3. The modifications do not affect the Arrival Window of LNG Carriers of other Terminal Users, except if the Terminal Users whose approved Service Schedules would be modified give their consent, and
4. The modifications do not affect the LNG Regasification Capacity of other Terminal Users, except if the Terminal Users whose approved Service Schedules would be modified give their consent.

(2) The Terminal Users shall be obliged to respond to the request for a modification of the Service Schedule, if requested, within five business days from the day on which the Operator has submitted a written request for a modification of the approved Service Schedule.

(3) If not all Terminal Users have submitted a written response to the Operator within the deadline referred to in paragraph 2 hereof, they shall be deemed to be withholding the consent for the modification of the approved Service Schedule.

(4) The applicant for the Short-Term LNG Regasification Capacity Booking shall submit the Request for Short-Term LNG Regasification Capacity Booking to the Operator in accordance with the conditions and deadlines prescribed in Article 17.

(5) The Operator shall, within 5 business days from the day of receipt of the request referred to in paragraph 4 hereof, notify the applicant in writing of the acceptance, partial acceptance or rejection of the request by submitting a notification on the allocation of Short-Term LNG Regasification Capacity.

(6) The Operator shall partially accept the request referred to in paragraph 4 hereof, if the applicant has been allocated Short-Term LNG Regasification Capacity in a smaller amount than the one requested, and shall reject the request if there is no available capacity, or other Terminal Users have not agreed to change the approved Service

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Schedules or if it is not possible to fulfill the request for the reasons provided for in Article 13(1)(1) to (4) and (6) of these Rules, which provisions shall apply appropriately in the Short-Term LNG Regasification Capacity allocation procedure.

(7) In case of acceptance or partial acceptance of the request referred to in paragraph 4 hereof, the Operator shall submit to the applicant, in addition to the notification on the allocation of Short-Term LNG Regasification Capacity, the Terminal Use Agreement or an annex to the Terminal Use Agreement, and shall also submit the Joint Terminal Use Agreement, i.e. the application to accede to the Joint Terminal Use Agreement in case of an applicant that has not already concluded the Joint Terminal Use Agreement.

(8) No later than 15 days after the applicant receives the notification referred to in paragraph 7 hereof, the Operator must receive the Terminal Use Agreement, or an annex to the Terminal Use Agreement and the Joint Terminal Use Agreement, or the application to accede to the Joint Terminal Use Agreement in case of an applicant that has not already concluded the Joint Terminal Use Agreement, signed by the applicant, otherwise it shall be deemed that the applicant rejects the allocated Short-Term LNG Regasification Capacity. In the event that the Terminal User submits the agreements or the application to accede to the Operator after the deadline referred to in this paragraph has expired, the Operator shall have the right to declare that it shall maintain the agreements related to the allocated Short-Term LNG Regasification Capacity in force, in which case it shall inform the Terminal User of this circumstance.

(9) The Terminal User shall be obliged to, together with the delivery of the signed Terminal Use Agreement or an annex to the Terminal User Agreement and the Joint Terminal Use Agreement to the Operator, or the application to accede to the Joint Terminal Use Agreement, after the allocation of the Short-Term Capacity in accordance with paragraph 8 hereof, submit to the Operator also the appropriate payment security instrument in accordance with the General Terms and Conditions.

(10) In the event that, in accordance with Article 17(5), the Operator has approved the Request for Short-Term LNG Regasification Capacity Booking that was submitted outside the prescribed deadline, the Terminal User shall be obliged to, without delay, immediately after receipt, but no later than 5 days after the delivery of the notification and the agreements, sign and submit to the Operator the Terminal Use Agreement or an annex to the Terminal User Agreement, the Joint Terminal Use Agreement, or the application to accede to the Joint Terminal Use Agreement, together with the appropriate payment security instrument in accordance with the General Terms and Conditions.

## **Increase of the LNG Regasification Capacity**

### **Article 19**

(1) If, due to an increased technical capacity of the transmission system, the upgrade of the Floating LNG Storage and Regasification Unit or for some other reason, the Technical Capacity of the Terminal is increased, the Operator shall offer such new

Available Capacity in the Annual Capacity Booking procedure, or in the short-term regasification service booking procedure until the end of the current gas year.

(2) Capacity contracting referred to in paragraph 1 hereof shall not affect the already acquired rights and obligations of the existing Terminal Users.

## **VI. TRADING ON THE SECONDARY MARKET**

### **Article 20**

(1) The Terminal User shall have the right to trade in Unused Capacity on the Secondary Market by contracting the transfer of the contracted LNG Regasification Capacity or the transfer of the rights to use the contracted LNG Regasification Capacity.

(2) The subject of the trade referred to in paragraph 1 hereof may only be the rights and obligations that the Terminal User has on the basis of a valid Terminal Use Agreement and only in the part concerning the LNG Regasification Capacity that is the subject of the trade.

(3) The Terminal User shall have the right to trade in LNG stored in the Terminal tanks with or without transferring the unused capacity.

(4) The acquirer of the LNG Regasification Capacity, the right to use the LNG Regasification Capacity and/or LNG who is not an existing Terminal User, shall be obliged to fulfill all the conditions from these Rules for the Terminal User, or a Joint Terminal User, for which purpose the said acquirer shall be obliged to submit the following documentation to the Operator within the deadline referred to in Article 23(1) of these Rules:

1. In the case of transfer of LNG Regasification Capacity – documentation prescribed by Article 10(8) of these Rules, and documentation prescribed by Article 21(7) of these Rules, except for the Request for Allocation of the LNG Regasification Capacity,

2. In the case of transfer of the right to use the LNG Regasification Capacity – a copy of the valid permit to perform energy-related activities prescribed by Article 10(8)(2) of these Rules,

3. In the case of transfer of LNG – documentation prescribed by item 1 of this paragraph, whereby the acquirer, simultaneously with the transfer of LNG, has to acquire also the corresponding LNG Regasification Capacity by concluding a contract on the transfer of contracted LNG Regasification Capacity.

(5) The forms of the transfer contract referred to in paragraphs 1 and 3 hereof shall be published by the Operator on its website.

### **Transfer of the Contracted LNG Regasification Capacity**

#### **Article 21**

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(1) By transferring the contracted LNG Regasification Capacity, the transferor shall transfer to the acquirer the rights and obligations from the Terminal Use Agreement concerning the LNG Regasification Capacity that is the subject of the transfer.

(2) The transferor shall remain a party to the Terminal Use Agreement in relation to all other rights and obligations of the Terminal User that are not the subject of the transfer.

(3) The transfer referred to in paragraph 1 hereof shall not affect other rights and obligations of the transferor and the acquirer under the Terminal Use Agreement concluded with the Operator.

(4) The termination or expiry of the Terminal Use Agreement concluded between the transferor and the Operator shall not affect the validity of the transfer referred to in paragraph 1 hereof, provided that the transfer of the contracted LNG Regasification Capacity has been completed in accordance with these Rules before the termination or expiry of the Terminal Use Agreement concerned.

(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. After the receipt of the payment security instrument from the acquirer, the Operator 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, including the delivery of a new payment security instrument 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 the General Terms and Conditions.

(6) In the event that the transferor wishes to transfer the LNG Regasification Capacity before its obligation to submit the payment security instrument in accordance with the provisions of the General Terms and Conditions of the Terminal Use in relation to the LNG Regasification Capacity that is the subject of the transfer has matured, the acquirer shall be obliged to, within the deadline referred to in Article 23(1) of these Rules, submit to the Operator a Capacity Allocation Guarantee for the LNG Regasification Capacity being transferred, in accordance with the provisions of the Rules. Upon receipt of the Capacity Allocation Guarantee from the acquirer, the Operator may return the Capacity Allocation Guarantee to the transferor provided that the transferor has submitted a new Capacity Allocation Guarantee in relation to the transferor's remaining contracted LNG Regasification Capacity that has not been transferred to the acquirer, in accordance with the provisions of the Rules.

(7) If the acquirer is not an existing Terminal User, the acquirer shall be obliged to, within the deadline referred to in Article 23(1) of these Rules, accede to the Joint

Terminal Use Agreement and submit the payment security instruments for the Joint Terminal Use, in accordance with the provisions of the Rules.

## **Transfer of the Right to Use the Contracted LNG Regasification Capacity**

### **Article 22**

(1) By transferring the right to use the contracted LNG Regasification Capacity, the transferor transfers to the acquirer the right to use the contracted LNG Regasification Capacity.

(2) The transfer referred to in paragraph 1 hereof shall not affect the contractual relations between the transferor or the acquirer and the Operator, based on the concluded Terminal Use Agreements.

(3) The transferor shall remain a party and the holder of all the rights and obligations under the concluded Terminal Use Agreement, other than the right to use the LNG Regasification Capacity that is the subject of the transfer. On the basis of the contract on the transfer of the right to use the Terminal, the acquirer shall acquire the right to use the Terminal insofar as it relates to the LNG Regasification Capacity that is the subject of trading, and the right to use the TMS for the purpose of nomination for the use of the LNG Regasification Capacity that is the subject of trading.

(4) In the event of a termination or expiry of the Terminal Use Agreement concluded between the transferor and the Operator, the acquirer shall lose the right to use the contracted LNG Regasification Capacity that was the subject of the transfer, as well as the right to use the TMS.

## **Approval of Trading in LNG Regasification Capacity and LNG**

### **Article 23**

(1) The transferor and acquirer from the contract referred to in Article 20(1) and (3) shall be obliged to submit a completed and mutually signed form of the transfer contract to the Operator no later than five business days before the transfer, and if they fail to do so, the Operator may refuse to grant approval for this trade.

(2) Trading in unused contracted LNG Regasification Capacity, the right to use the contracted LNG Regasification Capacity and/or LNG between the transferor and the acquirer shall be deemed to be completed after it has been approved by the Operator in accordance with these Rules.

(3) The transferor and/or acquirer may waive trading until the Operator approves trading.



(4) After the Operator approves trading, it shall submit a written notification on trading approval to the transferor and the acquirer, which shall become an integral part of the Terminal Use Agreement.

(5) If the Terminal User has acquired LNG Regasification Capacity by trading on the Secondary Market and requires additional LNG Regasification Capacity, and there is available LNG Regasification Capacity, that Terminal User shall have the right to contract additional LNG Regasification Capacity in accordance with the procedures referred to in Articles 17 and 18 of these Rules.

(7) The Operator shall deny its approval to conclude a contract on the transfer of the contracted LNG Regasification Capacity and/or a contract on the transfer of the right to use the contracted LNG Regasification Capacity and/or a contract on the transfer of LNG in the following cases:

1. If the acquirer does not fulfill the conditions to be a Terminal User in accordance with these Rules, and/or
2. If the acquirer who wishes to acquire LNG Regasification Capacity has failed to submit to the Operator a payment security instrument or a Capacity Allocation Guarantee in accordance with the provisions of Article 21(5) and (6) of these Rules, and/or
3. If the acquirer who wishes to acquire LNG Regasification Capacity has failed to accede to the Joint Terminal Use Agreement and submit the payment security instrument for the Joint Terminal Use in accordance with the provisions of Article 21(7) of these Rules, and/or
4. If the acquirer has outstanding debts towards the Operator, and/or
5. If the data from the completed transfer form does not comply with the Terminal Use Agreement concluded with the acquirer and/or transferor.

## **VII. SERVICE SCHEDULE FOR TERMINAL USE**

### **Annual and Monthly Service Schedule**

#### **Article 24**

(1) The Operator shall be obliged to prepare an Annual Service Schedule for each Terminal User and a joint Annual Service Schedule, in order to ensure continuous, efficient and secure operation of the Terminal.

(2) The Approved Annual Service Schedule of a Terminal User shall include information pertaining to that Terminal User, and at least the following:

1. A projection of the LNG Regasification Capacity, indicated in kWh, for the following gas year, in which the quantity of the LNG Regasification Capacity shall be elaborated per months and days of the gas year,
2. The Arrival Window of the LNG Carriers and the quantities of cargo that shall be delivered to the Terminal, indicated in kWh.

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(3) The Operator shall, on the same day it submits to each Terminal User the Joint Service Schedule in accordance with Article 26(4) of these Rules, i.e. on the same day it submits the Approved Annual Service Schedule to the Terminal User in accordance with Article 27(5) of these Rules, publish on its website a joint Annual Service Schedule, containing at least the following:

1. The Arrival Window of LNG Carriers,
2. The projection of the LNG Regasification Capacity, indicated in kWh, calculated cumulatively for each day of the gas year for all Terminal Users, and
3. The quantity of cargo of an individual LNG Carrier, indicated in kWh.

(4) The Operator shall establish a Monthly Service Schedule for each Terminal User based on the Approved Annual Service Schedule and the Short-Term LNG Regasification Capacity, if they have been contracted for that month. The Operator shall ensure that deviations from the Approved Annual Service Schedule do not affect the regasification plan nor the Laytime of LNG Carriers of other Terminal Users.

(5) The Operator shall publish on its website a joint Monthly Service Schedule by applying the rules referred to in paragraph 3 hereof in an appropriate manner.

(6) The Operator shall provide the LNG Regasification Services to Terminal Users in accordance with the Approved Monthly Service Schedule.

(7) When preparing the Service Schedule, the Operator shall collect information and cooperate with the Terminal Users in order to prepare an optimal Service Schedule that is acceptable to all Terminal Users.

(8) When preparing the Service Schedule, the Operator shall, to the extent possible, apply the rules on the Joint Terminal Use in such a manner that the Returnable LNG Quantity according to the Service Schedule will be returned over time to each Joint Terminal User lending a quantity of LNG, as if the provisions on LNG borrowing had not been applied.

(9) The Terminal User shall be obliged to contract or otherwise ensure the appropriate transmission system capacity, otherwise the Operator shall have the right to refuse to provide the LNG Regasification Service to the Terminal User after the delivery of the Approved Annual or Monthly Service Schedule.

(10) After the Operator has approved the Annual Service Schedule, it may be changed at the request of the Terminal User only in the manner and in accordance with the conditions stipulated in Article 32 of these Rules.

## **Service Schedule Plan**

### **Article 25**

(1) The Operator shall publish the form of the Annual Service Schedule plan on its website, taking into account the planned maintenance of the Terminal.

(2) Each Terminal User shall be obliged to, at the latest by 15 April of each year, deliver to the Operator the completed form of the Annual Service Schedule plan for the next gas year.

(3) The Annual Service Schedule plan referred to in paragraph 2 hereof shall contain the information referred to in Article 24(2) of these Rules.

(4) The Terminal User shall be obliged to submit the completed Annual Service Schedule plan, taking into account the Technical Conditions of the Terminal, in particular the following:

1. The Arrival Window between two LNG Carriers, which may not be shorter than 36 hours,

2. The obligation to determine the date of arrival of an LNG Carrier, and if the exact date of arrival of LNG Carriers is not known, it shall be allowed to indicate an Arrival Window of no more than 4 days in the Annual Service Schedule plan, and of no more than 1 day in the Monthly Service Schedule plan, within which a Terminal User undertakes to moor the LNG Carrier to the Terminal,

3. A projection of the LNG Regasification Capacity in a Gas Day, which shall not be higher than the maximum allowable LNG Regasification Rate, nor lower than the minimum allowable LNG Regasification Rate, in accordance with the Technical Conditions of the Terminal,

4. Limitations of the transmission system capacity at the exit from the Terminal which is also the entry into the transmission system, and

5. Other conditions for the regular and safe operation of the Terminal in accordance with the Technical Conditions of the Terminal.

## **Article 26**

(1) The Operator shall, no later than two business days after the expiry of the deadline for the delivery of the Annual Service Schedule plan, check whether the Service Schedule plans have been completed in accordance with Article 25(3) and (4) of these Rules.

(2) If the Annual Service Schedule plan has not been completed in accordance with Article 25(3) and (4) of these Rules, the Operator shall invite the Terminal User to supplement and/or correct the plan without delay, and submit the supplemented plan to the Operator within two business days at the latest.

(3) After all Terminal Users have submitted the Service Schedule plans and possible corrections, the Operator shall verify whether the plans are mutually coordinated, whether there are overlaps in the Arrival Windows of LNG Carriers, LNG Regasification Capacity congestion or other deficiencies.

(4) If the plans are coordinated, there are no overlaps, LNG Regasification Capacity congestion or other deficiencies, the Operator shall, no later than within 10 business

days from the day of the expiry of the deadline for the submission of the plan referred to in Article 25(2) of these Rules:

1. Approve the Service Schedule plan for a particular Terminal User,
2. Deliver an approved Service Schedule to the Terminal User to which it refers,
3. Unify all approved plans and prepare a Joint Service Schedule, and
4. Deliver the Joint Service Schedule to each Terminal User.

(5) Terminal Users shall have the right to, at their own initiative and within the deadline referred to in Article 25(2) of these Rules (in relation to the Annual Service Schedule plan), i.e. the deadline referred to in Article 33(1) of these Rules (in relation to the Monthly Service Schedule plan), submit to the Operator the agreed and coordinated proposal of the Joint Annual Service Schedule plan and proposals of Annual Service Schedule plans for each individual Terminal User, or the agreed and coordinated proposal of the Joint Monthly Service Schedule plan and proposals of Monthly Service Schedule plans for each individual Terminal User.

(6) The Operator shall be obliged to accept the proposal of the Joint Service Schedule plan and the proposals of Service Schedule plans of individual Terminal Users, if according to the assessment of the Operator there are no obstacles for continuous, efficient and secure operation of the Terminal and all the conditions prescribed by these Rules have been met.

(7) In the cases referred to in paragraphs 5 and 6 hereof, the Operator shall undertake actions in accordance with paragraph 4(1), (2) and (4) hereof.

## **Coordination of the Annual Service Schedules**

### **Article 27**

(1) In the event of overlaps in the Arrival Window of LNG Carriers and/or LNG Regasification Capacity congestion on certain Gas Days and/or other incompatibilities in the Annual Service Schedule plans, the Terminal Operator shall, without delay, deliver to the Terminal Users a consolidated Annual Service Schedule plan with the incompatibilities indicated.

(2) In the event referred to in paragraph 1 hereof, the Operator shall invite the Terminal Users to, on a certain date, which cannot be later than 3 days from the day of the delivery of the consolidated Annual Service Schedule plan with the incompatibilities indicated, enter into joint negotiations involving all Terminal Users and the Operator, in order to eliminate the inconsistencies and coordinate the Annual Service Schedule plans. All participants in the negotiation process shall be obliged to act in good faith and mutually respect the interests they wish to achieve, whereby the Operator shall manage the joint negotiation procedure and coordinate all necessary activities for negotiation purposes.

(3) The Operator shall, after the completion of the joint negotiations and no later than 15 days from the date that the Operator has set as the date of the beginning of the negotiations in its invite referred to in paragraph 2 hereof:

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1. Take actions pursuant to Article 26(4)(1), (2) and (4) of these Rules, if the Terminal Users have reached an agreement, or
2. Submit a written notification to Terminal Users on the completion of negotiations because the parties have failed to coordinate the Annual Service Schedule plans.

(4) If the Terminal Users have failed to reach an agreement on the Service Schedule plans, the Operator shall have the right to make the final decision concerning the Service Schedule.

(5) In the event referred to in paragraph 4 hereof, the Operator shall, no later than within 10 days from the delivery of the written notification referred to in paragraph 3(2) hereof, correct the Annual Service Schedule plan of each Terminal User in accordance with the rules referred to in Articles 28, 29 and 30 of these Rules, and submit the Approved Annual Service Schedule to the Terminal User to which the plan refers, and submit the approved Joint Annual Service Schedule plan to all Terminal Users.

### **Preparation of the Annual Service Schedule by the Operator**

#### **Article 28**

(1) The Operator shall prepare the Annual Service Schedule taking into account, to the maximum extent possible, the requirements of Terminal Users indicated in the submitted Annual Service Schedule plans, the LNG Heel required for Terminal operation, gas loss, the projected quantities of LNG in the Terminal, the conditions for optimal Terminal operation, planned regular maintenance works and other factors, in order to ensure continuous, efficient and safe operation of the Terminal.

(2) On the basis of the Annual Service Schedule plans, the Operator shall determine whether there are Gas Days when:

1. The required LNG Regasification Capacity is lower than the minimum allowable LNG Regasification Rate in accordance with the Technical Conditions of the Terminal,
2. There are Terminal congestions, and
3. There are overlaps in the planned Arrival Windows of LNG Carriers.

(3) The Operator shall provide Terminal Users that have requested LNG Regasification Capacity in accordance with paragraph 2(1) hereof with increased LNG Regasification Capacity to at least the minimum allowable LNG Regasification Rate by:

1. Proportionally increasing the LNG Regasification Capacity depending on how much the Operator has reduced the LNG Regasification Capacity for that Terminal User on those Gas Days where there is Terminal congestion, by appropriately applying the rules referred to in paragraph 4 hereof, and
2. Proportionally increasing the LNG Regasification Capacity for that Terminal User on Gas Days during the same slot, on which the total LNG Regasification Capacity for all Terminal Users is lower than the minimum allowable LNG Regasification Rate, in accordance with the requested LNG Regasification Capacity of that Terminal User in relation to the total requested LNG Regasification Capacity of all Terminal Users on an individual Gas Day.

(4) In the event of Terminal congestion on an individual Gas Day, the Operator shall reduce the LNG Regasification Capacity for Terminal Users that requested LNG Regasification Capacity on that Gas Day, according to the following formulas:

$$\begin{aligned}U &> S \\U &= S + V \\V_i &= V \times \frac{U_i}{U} \\K_i &= U_i - V_i\end{aligned}$$

Where:

U – Total requested LNG Regasification Capacity

U<sub>i</sub> – LNG Regasification Capacity requested per individual Terminal User

V – Total excess of requested LNG Regasification Capacity (exceeding the maximum allowable LNG Regasification Rate)

V<sub>i</sub> – Excess LNG Regasification Capacity allocated per individual Terminal User

S – Maximum allowable LNG Regasification Rate

K<sub>i</sub> – Final LNG Regasification Capacity for an individual Terminal User

(5) The Operator shall allocate LNG Regasification Capacity that has been reduced proportionally by Gas Days on which there is no Terminal congestion and, if possible, within the same month in which the LNG Regasification Capacity has been reduced, whereby the Operator shall take into account the optimal and safe operation of the Terminal.

(6) If the total quantity of increased or reduced LNG Regasification Capacity cannot be reallocated to a specific time slot in accordance with the rules referred to in this Article, the remaining LNG Regasification Capacity shall be reallocated to the next slot.

## **Average LNG Regasification Capacity**

### **Article 29**

(1) If it is not possible to prepare a coordinated joint Annual Service Schedule on the basis of Annual Service Schedule plans and by applying the rules referred to in Article 28 of these Rules, the Operator shall allocate to each Terminal User its average LNG Regasification Capacity for all Gas Days of the next gas year.

(2) The average LNG Regasification Capacity shall be calculated by dividing the requested annual LNG Regasification Capacity of each Terminal User for the gas year with the number of Gas Days of the next gas year less the number of days designated for the Terminal Maintenance.

(3) If the average LNG Regasification Capacity referred to in paragraph 2 hereof is lower than the minimum allowable LNG Regasification Rate, the Operator shall reserve the right to reallocate the LNG Regasification Capacity in such a manner as to ensure optimal and safe operation of the Terminal.

### **Article 30**

(1) After determining the LNG Regasification Capacity for the next gas year, the Operator shall determine the Arrival Window of LNG Carriers and the slots within the Annual Service Schedules, for the purpose of planning cargoes and the arrival dates of LNG Carriers.

(2) The Terminal Operator shall determine the Arrival Windows of LNG Carriers and the slots by taking into account, to the extent possible, the requirements of Terminal Users indicated in the submitted Annual Service Schedule plans with regard to the arrival date of LNG Carriers and the quantity of cargo, the LNG Heel required for Terminal operation, gas loss, the projected quantities of LNG in the Terminal, the conditions for optimal Terminal operation and other factors, in order to ensure continuous, efficient and safe operation of the Terminal.

(3) For the purpose of maintaining continuous operation of the Terminal, the Arrival Window of the first LNG Carrier to the Terminal in the next gas year must begin no later than one day before the LNG quantity in the Terminal reaches the LNG Heel determined in the Technical Conditions of the Terminal.

(4) The Terminal User that is obliged to ensure the arrival of the first LNG Carrier shall be obliged to deliver the cargo to the Terminal no later than by the deadline referred to in paragraph 3 hereof, so that the Operator could provide the contracted services.

(5) The first slot in a gas year shall end when the LNG quantity in the Terminal, due to LNG regasification, gas loss and LNG reload into an LNG Carrier or Transport Truck, reaches the LNG Heel required for the operation of the Terminal.

(6) The Terminal User that is obliged to ensure the arrival of the first LNG Carrier in a gas year shall be obliged to ensure that the LNG Carrier moors at the Terminal no later than one day before the LNG quantity in the Terminal reaches the LNG Heel required for the operation of the Terminal, whereby cargo discharge may start as soon as possible, in accordance with the Technical Conditions of the Terminal. For later LNG Carriers in the gas year, the Arrival Window specified in the Approved Annual Service Schedule and the Approved Monthly Service Schedule shall apply.

(7) The Terminal User that is obliged to ensure the arrival of the first LNG Carrier in a gas year shall be determined to be the Terminal User that has, cumulatively, the highest LNG Regasification Capacity planned for all Gas Days of the first slot, taking into account the quantity of cargo from the Annual Service Schedule plan of that Terminal User.

(8) For the arrival of each next LNG Carrier, a Terminal User shall be determined who, at the end of the previous slot, has the lowest actual quantity of LNG available at the Terminal, calculated in accordance with the Natural Gas Allocation Policy.

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(9) By way of derogation from paragraph 8 hereof, such a Terminal User shall not be obliged to ensure the arrival of the first LNG Carrier when, according to the Annual Service Schedule plan of the LNG Lender, the LNG Lender did not intend to use the LNG Regasification Capacity in that slot, but shall be obliged to ensure the arrival of the LNG Carrier in the slot closest to the slot in which the LNG Lender planned to use the LNG Regasification Capacity, all for the purpose of returning the returnable quantity of LNG to the LNG Lender.

(10) If, during slot allocation, it is determined that two or more Terminal Users have the same lowest actual quantity of LNG available in the Terminal, the following slot shall be allocated to the Terminal User that has the oldest borrowed quantity of LNG, while the slots shall be allocated to other Terminal Users in accordance with the age of the borrowed quantity of LNG, from the oldest to the newest.

(11) If the LNG Borrower has not received a slot to return the returnable LNG quantity in the Approved Annual Service Schedule of the current gas year, the rule referred to in paragraph 6 hereof shall be applied to the next gas year.

(12) If several Terminal Users meet the conditions for the allocation of the first or any of the following slots in accordance with the rules referred to in this Article, the Terminal User that submitted the Annual Service Schedule plan earlier shall be obliged to ensure the arrival of the LNG Carrier in the first slot or, if it has already been allocated, the arrival of the LNG Carrier in one of the following slots.

(13) After allocating the first slot, the Operator shall allocate each subsequent slot appropriately by applying the rules referred to in this Article.

### **Article 31**

(1) The Terminal User that plans to borrow LNG from other Terminal Users and not return the borrowed quantities of LNG for more than 60 days in a row, in accordance with the Approved Annual Service Schedule or the Approved Monthly Service Schedule, shall be obliged to submit to the Operator, no later than 60 days before commencing the use of LNG Regasification Capacity, evidence based on which it can be unambiguously determined that it has a valid LNG sale and purchase agreement concluded with the LNG Supplier and that it has contracted the supply of LNG quantities that are sufficient to return the above borrowed quantities of LNG.

(2) If the Terminal User fails to act in accordance with paragraph 1 hereof, this shall be considered to be failure to fulfill the obligation to deliver all cargoes in the current gas year and the Terminal User shall be liable to the Operator and other Terminal Users in accordance with the rights and obligations prescribed by these Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement.

### **Changes to the Approved Annual Service Schedule at the Request of a Terminal User**

### **Article 32**



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(1) When submitting any Monthly Service Schedule plan for the following month, each Terminal User shall have the right, throughout the gas year, to also submit to the Operator a proposal of changes to the Approved Annual Service Schedule, including the Arrival Window of LNG Carriers.

(2) The Operator shall be obliged to respond to the Terminal User as to whether it accepts the proposed changes, within five business days from the day of receiving such a proposal.

(3) The Terminal Operator may approve the proposal referred to in paragraph 1 hereof if the following conditions have been cumulatively fulfilled:

1. The conditions stipulated in Article 25(3) and (4) of these Rules,
2. The changes are in accordance with the Technical Conditions of the Terminal,
3. The changes meet the safety requirements,
4. The changes do not alter the Approved Annual Service Schedules, including the Arrival Window of LNG Carriers of other Terminal Users, and
5. If the changes alter the Approved Annual Service Schedules, and in particular the Arrival Window of LNG Carriers of other Terminal Users, the Terminal User proposing the change has obtained written consent from other Terminal Users.

(4) Terminal Users shall not unreasonably deny the consent referred to in paragraph 3(5) hereof.

(5) If the consent of other Terminal Users to the requested changes is required in accordance with the provisions of this Article, this consent shall be submitted to the Operator in written form no later than five days from the delivery of the request for changes to the Approved Annual Service Schedule that the Operator delivers to other Terminal Users that have not yet given their consent.

(6) If a Terminal User fails to respond within the deadline referred to in paragraph 5 hereof, it shall be deemed that such a Terminal User does not agree with the proposed changes to the Approved Annual Service Schedule.

### **Monthly Service Schedule**

#### **Article 33**

(1) A Terminal User that uses the LNG Regasification Service according to the Approved Annual Service Schedule shall be obliged to submit a Monthly Service Schedule plan to the Operator no later than 35 days before the beginning of each month of a gas year.

(2) The Monthly Service Schedule plan shall not be in contradiction with the approved LNG Regasification Capacity and/or Arrival Windows from the Approved Annual Service Schedule plan for the same month, or the monthly schedules approved as a result of the Short-Term Capacity Booking, except in the case referred to in Article 32 of these Rules.

(3) The following information shall be indicated in the monthly schedule plan:

1. The exact LNG Regasification Capacity for each Gas Day of the relevant month,
2. The LNG quantity being reloaded into LNG Carriers for each Gas Day of the relevant month,
3. The LNG quantity and Arrival Window of LNG Carriers discharging LNG to the Terminal, whereby it shall be necessary to indicate a time span of no more than one day within which the Terminal User undertakes to moor the LNG Carrier to the Terminal,
4. The Arrival Window of LNG Carriers reloading LNG from the Terminal, whereby it shall be necessary to indicate a time span of no more than 1 day within which the Terminal User undertakes to moor the LNG Carrier to the Terminal.

(4) If the Terminal User fails to submit a Monthly Service Schedule plan for the relevant month by the expiry of the deadline referred to in paragraph 1 hereof, the Operator shall prepare the Monthly Service Schedule that refers to that Terminal User, based on the information from the Approved Annual Service Schedule for that Terminal User.

(5) In case when the LNG Regasification Service cannot be provided without it affecting the schedule and quantity of regasification, as well as the Arrival Window and Laytime of LNG Carriers of other Terminal Users, the Operator shall have the right, when preparing the Monthly Schedule, to order the Terminal User that is to deliver LNG to deliver the LNG on a specific day from the time period referred to in Article 25(4)(2) of these Rules, or to adjust its regasification plan.

### **Deviation from the Carrier Arrival Windows, LNG Quantities for Delivery and LNG Regasification Capacity**

#### **Article 34**

(1) Terminal Users shall be allowed to indicate in the Monthly Service Schedule plan the deviation from the Arrival Window of LNG Carriers, as well as the LNG quantities to be delivered, the LNG Regasification Capacity specified in the Approved Annual Service Schedule or Monthly Service Schedule approved during the Short-Term LNG Regasification Capacity Booking, but not by more than 10% of the LNG quantities or LNG Regasification Capacity, if:

1. This deviation does not affect the Service Schedule and/or the Actual Laytime of LNG Carriers of other Terminal Users, or
2. If this deviation affects the Service Schedule and/or the Actual Laytime of LNG Carriers of other Terminal Users, and the Terminal User proposing the deviation has obtained written consent from all of the listed Terminal Users.

(2) In any case referred to in paragraph 1 hereof, the deviation shall be in accordance with the Technical Conditions of the Terminal.

(3) During a gas year, a Terminal User may, more than once in a row, deviate from the monthly LNG quantities that are intended for delivery to the Terminal and the LNG

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Regasification Capacity, if this does not violate the rights and obligations of other Terminal Users to use the allowable deviation.

(4) The deviations from monthly LNG quantities for delivery to the Terminal, as well as from the LNG Regasification Capacity, which are in excess of 10% of the quantity indicated in the Approved Annual Service Schedule or the Monthly Service Schedule approved during the Short-Term LNG Regasification Capacity Booking, shall be allowed exceptionally if the following conditions are met:

1. The Operator and the Terminal User proposing the deviation have reached an agreement on the proposed deviation, and
2. Such deviation shall not affect the approved Service Schedules and/or the Actual Laytime of LNG Carriers of other Terminal Users or, if it affects the approved Service Schedules and/or the Actual Laytime of LNG Carriers of other Terminal Users, the Terminal User proposing the deviation has obtained written consent from all of the listed Terminal Users.

(5) In any case, the deviation referred to in paragraph 4 hereof shall be in accordance with the Technical Conditions of the Terminal.

(6) The consent of other Terminal Users to the requested deviation, if required according to the provisions of this Article, shall be submitted to the Operator in written form and no later than five days from the delivery of the request for giving consent for deviations, which the Operator shall submit to other Terminal Users that have not yet given their consent.

(7) If a Terminal User fails to respond within the deadline referred to in paragraph 6 hereof, it shall be deemed that such Terminal User does not agree with the deviations from the Approved Annual Service Schedule.

(8) When the actual quantity of discharged LNG, determined by applying the rules of measuring the discharged LNG under these Rules, and/or the actually used LNG Regasification Capacity differ from the LNG quantity planned for delivery to the Terminal and/or the projection of the LNG Regasification Capacity, which have been specified in the Approved Annual Service Schedule or Monthly Service Schedule during the Short-Term LNG Regasification Capacity Booking, it shall be deemed that the difference in the LNG quantity and/or LNG Regasification Capacity is a deviation from the Service Schedule of the Terminal User referred to in paragraphs 1 or 4 hereof.

(9) If due to derogation from paragraphs 1 or 4 hereof, the joint Annual Service Schedule becomes incompatible with the Technical Conditions of the Terminal, the Operator shall have the right to adjust the quantity of cargo discharged to the Terminal and/or the LNG Regasification Capacity of the Terminal User responsible for the deviation, but by no more than the actual deviation of the LNG quantity from the Approved Annual Service Schedule or the Monthly Service Schedule of the Terminal User during the Short-Term Capacity Booking.

(10) For the purpose of coordinating the Monthly Service Schedule plan of the Terminal User requesting the deviation and the Monthly Service Schedule plans of other Terminal Users that need to give their consent to the deviation, if such consent is required, the Operator shall have the right to submit, at the request of the Terminal User requesting the deviation, to that Terminal User, the Monthly Service Schedule plans of other Terminal Users.

### **Article 35**

(1) After receiving the Monthly Service Schedule plans of Terminal Users, the Operator shall apply in the appropriate manner the provisions of Article 26(1) to (3) and Article 33(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 five business days, 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.

(2) In case of inconsistencies in the Monthly Service Schedule plans, the Operator shall, without delay, prepare a consolidated Monthly Service Schedule plan with the indicated inconsistencies and shall correct the inconsistencies in accordance with the Approved Annual Service Schedule and by applying the rules stipulated in Article 34 of these Rules, if possible, and shall submit the Approved Monthly Service Schedule to the Terminal User to which it refers, as well as the approved joint Monthly Service Schedule to all Terminal Users.

(3) The Operator shall publish the joint Monthly Service Schedule on its website within five business days from the date of delivering it to Terminal Users.

## **Changes in Terminal Operation Mode**

### **Article 36**

(1) The Operator shall have the right to change the Terminal operation mode and to modify the approved Service Schedules only in exceptional situations that pose a threat to uninterrupted, efficient and safe operation of the Terminal. When changing the Terminal operation mode and/or modifying the approved Service Schedule, the Operator shall cooperate with Terminal Users, taking into account, to the extent possible, their requests.

(2) If the Operator is not able to carry out Terminal Maintenance as defined in Article 68(2)(2) of these Rules, whereby Terminal Maintenance overlaps with the Arrival Window of LNG Carriers, the Operator shall have the right to adjust the Arrival Window of LNG Carriers 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.

(3) In the event of an adjustment referred to in paragraph 2 hereof, the Operator shall inform Terminal Users and submit a proposal of the modified Monthly Service Schedule to the Terminal Users to which the modifications refer.

(4) Terminal Users to which the modifications refer shall be obliged to submit an adjusted Monthly Service Schedule plan to the Operator within 5 days.

(5) In the event referred to in paragraph 2 hereof, when Terminal Users fail to deliver, fail to modify, or modify the Monthly Service Schedule plan in such a manner that they do not take into account the changes indicated in the Operator's proposal, all of which could pose a threat to uninterrupted, efficient and safe operation of the Terminal, the Operator shall adjust the Monthly Service Schedules itself and deliver the adjusted approved Service Schedules to the Terminal Users.

(6) The Operator shall update the approved Joint Service Schedule on its website in the event referred to in paragraph 2, no later than within seven days from the day of the delivery of the approved Service Schedule to the Terminal Users.

### **Change of the allocated Arrival Windows of LNG carriers**

#### **Article 37**

(1) Terminal Users shall have the right to request a change of the allocated Arrival Windows of LNG Carriers approved in the Annual or Monthly Service Schedule.

(2) The Operator shall approve the change of the Arrival Windows of LNG Carriers if it will not affect the service schedule of other Terminal Users, and shall charge for the service in accordance with the price list of the Operator's non-standard services.

## **VIII. JOINT TERMINAL USE**

### **LNG Heel**

#### **Article 38**

(1) The Terminal Users shall be obliged to comply with the rules on the Joint Terminal Use in accordance with these Rules, the Joint Terminal Use Agreement and the Terminal Use Agreement to ensure the Joint Terminal Use and the provision of LNG Regasification Services, to enable the regasification of LNG of all Terminal Users, and to provide uninterrupted, efficient and safe operation of the Terminal.

(2) The Operator shall be responsible for controlling the LNG Heel at the Terminal to ensure safe operation of the Terminal in optimal operating conditions.

(3) In accordance with paragraph 2 hereof, during the preparation and approval of the Annual and/or Monthly Service Schedules, the Operator shall ensure that the quantity required for the LNG Heel is always kept in the Terminal tanks in line with regular arrival of the cargo.

(4) Terminal Users shall be obliged to comply with the Service Schedule in order to maintain the necessary LNG Heel defined in the Technical Conditions of the Terminal.

(5) The costs associated with maintaining the LNG Heel shall be borne by the Terminal User in the following cases:

1. In the event of a delay of an LNG Carrier, and/or
2. In the event of the LNG Carrier of a certain Terminal User, that had to moor at the Terminal, not arriving in accordance with the approved Service Schedule, and/or
3. In the event of non-compliance with other obligations of the Terminal Users resulting in inability to discharge LNG into the Floating LNG Storage and Regasification Unit.

(6) In the events referred to in paragraph 5 hereof, the Terminal User responsible for that situation shall be obliged to reimburse the LNG cost, which shall be reimbursed for the purposes of replacing LNG up to the LNG Heel, to the Terminal User that is delivering the first next cargo according to the approved Service Schedule, as follows:

1. By compensating LNG in kind via borrowed quantities of LNG – by using the LNG used for the purposes of replacing LNG up to the LNG Heel, registered as quantities of LNG borrowed from the Terminal User who delivered cargo as the LNG Lender in favor of the Terminal User who has not delivered cargo as the LNG Borrower, however, provided that the LNG Lender and the LNG Borrower so agree and notify the Operator in accordance with paragraph 7 hereof; or
2. Otherwise, according to the agreement between the LNG Lender and the LNG Borrower, in accordance with paragraph 7 hereof.

(7) If, within three days from the occurrence of the events referred to in paragraph 5 hereof, the Terminal User responsible for the events referred to in paragraph 5 hereof, fails to reach an agreement on the commercial conditions under which it shall settle the cost referred to in paragraph 6 hereof with the Terminal User that is delivering the first next cargo according to the approved Service Schedule, and fails to notify the Operator of it without delay, that Terminal User shall be obliged to settle the cost referred to in paragraph 6 hereof at the price that is determined according to the price of gas on the day of beginning of discharge, that is published on the website of the gas hub in Austria (CEGH) in the VWAP/CEGHIX column expressed in EUR/MWh at upper calorific value, increased by the lowest cost of transporting daily products of the transmission system capacity from the gas hub in Austria (CEGH) to the virtual trading point in the Republic of Croatia.

(8) In case of non-arrival or delay in a row of two or more LNG Carriers of certain Terminal Users, who had to moor at the Terminal in accordance with the approved Service Schedule, those Terminal Users shall be obliged to reimburse the LNG cost, which shall be reimbursed for the purposes of replacing LNG up to the LNG Heel, in accordance with the following rules:

1. The LNG cost shall be reimbursed to the Terminal User that is delivering the first next cargo according to the approved Service Schedule,
2. The LNG cost shall be reimbursed in such a way that each Terminal User shall be responsible for a part of the LNG Heel consumed in the slot assigned to the specified Terminal User who is responsible for the non-arrival or delay of the LNG Carriers in accordance with the approved Service Schedule.

(9) Except for the cases referred to in paragraph 5 hereof, the costs associated with maintaining the LNG Heel shall be borne by the Operator.

(10) The Operator shall reimburse the LNG cost that is reimbursed for the purposes of replacing LNG up to the LNG Heel in the event referred to in paragraph 9 hereof, to the Terminal User that is delivering the first next cargo according to the approved Service Schedule at the price that is determined according to the price of gas on the day of beginning of discharge, which is published on the website of the gas hub in Austria (CEGH) in the VWAP/CEGHIX column expressed in EUR/MWh at upper calorific value, and increased by 5% of the gas price so obtained, and the lowest cost of transporting daily products of the transmission system capacity from the gas hub in Austria (CEGH) to the virtual trading point in the Republic of Croatia shall be added to the amount so established. The Terminal User shall issue an invoice to the Operator for the above LNG cost, and the Operator shall pay the invoice issued in accordance with this Article within 20 days from the day of receipt of the Terminal User's invoice.

(11) Regardless of who bears the costs associated with the maintenance of the LNG Heel referred to in paragraphs 5 and 9 hereof, the LNG quantity to be compensated for the purposes of maintaining the LNG Heel shall be supplied by the Operator from the first next cargo according to the approved Service Schedule. Exceptionally, in the case referred to in paragraph 9 hereof, the Operator may decide to independently obtain the required LNG quantities in accordance with the conditions referred to in Article 68(10) of these Rules.

## **LNG Assignment**

### **Article 39**

For the purpose of Joint Terminal Use, the LNG located in the Terminal tanks, excluding the LNG Heel required for regular Terminal operation, may be assigned to a Joint Terminal User, regardless of the fact that it is not the owner of the LNG being regasified or reloaded, whereby the following rules shall be complied with:

1. When, in accordance with the approved Service Schedules of Terminal Users, the LNG delivered by the LNG Lender is regasified or reloaded, and the delivery of cargo of the LNG Borrower is not foreseen in that period according to the approved Service Schedule, the LNG Borrower shall borrow a portion of LNG from the LNG Lender, including the Allowable and Unallowable Gas Loss of the Terminal User without a special agreement, but taking into account the Loanable LNG Quantity, in accordance with the approved Joint Service Schedule,
2. The Loanable LNG Quantity, for the purpose of Joint Terminal Use, shall be deemed to be temporarily lent by the LNG Lender, and the returnable quantity of LNG shall be deemed to be the LNG that the LNG Borrower shall be obliged to return to the LNG Lender,
3. The Loanable LNG Quantity shall be equal to the returnable quantity of LNG, including the Allowable and Unallowable Gas Loss of the Terminal User, that the LNG Borrower shall be obliged to return to the LNG Lender, measured in energy value,

4. Equal Loanable LNG Quantity up to the quantity of actually regasified or reloaded LNG, including the Allowable and Unallowable Gas Loss of the Terminal User during the LNG regasification or reload period, shall be allocated to Joint Terminal Users,

5. The returnable quantity of LNG shall be allocated in such a manner that the LNG quantity that was first borrowed is returned first, based on the actually regasified or reloaded LNG during the LNG regasification or reload period, including the Allowable and Unallowable Gas Loss of the Terminal User, and in the event that the Joint Terminal Users have been allocated the returnable quantity of LNG of the same age, the lower returnable quantity of LNG shall be returned first.

### **Article 40**

(1) The provisions of Article 39 of these Rules shall not apply where:

1. Due to the joint use of the Terminal, at any time, the Terminal had to work in a manner that could lead to the occurrence of a risk for the uninterrupted, efficient and safe operation of the Terminal,

2. According to the justified opinion of the Operator, the application of the provisions of Article 39 of these Rules may pose a threat to the uninterrupted, efficient and safe operation of the Terminal in a particular situation.

(2) In the event referred to in paragraph 1 hereof, the Terminal Operator shall notify all Terminal Users of it without delay.

### **Joint Terminal Use Agreement**

#### **Article 41**

(1) The Operator shall publish the form of the Joint Terminal Use Agreement on its website.

(2) For the purpose of achieving as efficient Joint Terminal Use as possible, the Joint Terminal Users shall have the right to agree on different conditions of Joint Terminal Use than the conditions prescribed in the Joint Terminal Use Agreement.

(3) Terminal Users that have, in accordance with paragraph 2 hereof, agreed on different terms and conditions, shall conclude a new Joint Terminal Use Agreement and submit it to the Operator for signing.

(4) The Operator shall check:

1. Whether the terms of the new Joint Terminal Use Agreement provide safe Joint Terminal Use with the simultaneous provision of the LNG Regasification Service for all Terminal Users in a non-discriminatory manner and ensure uninterrupted, efficient and safe operation of the Terminal,

2. That the conditions from the new Joint Terminal Use Agreement are not contrary to the rights and obligations of other Terminal Users and/or the Operator, or these Rules, and



3. Whether the capacity of LNG regasification or reload is utilized as efficiently as possible.

(5) The Operator shall examine the Joint Terminal Use Agreement with due care and shall, if according to the Operator's assessment, there are no obstructions in accordance with these Rules, sign the new Joint Terminal Use Agreement.

(6) The Joint Terminal Use Agreement shall be valid and produce effects from the moment the Operator signs it.

## **Payment Security Instruments for Securing Claims Based on Joint Terminal Use**

### **Article 42**

(1) The Operator shall not be liable for any consequences of the Joint Terminal Use, and in particular in relation to the actions or omissions of the Joint Terminal Users affecting the interests of the Joint Terminal Users, except where the liability of the Operator arises from these Rules, the Terminal Use Agreement, the Joint Terminal Use Agreement or other regulations governing energy, energy-related activities and the gas market.

(2) In order to secure the liabilities of Terminal Users associated with the Joint Terminal Use, including the obligation to ensure cargo delivery, the Terminal Users may agree on a payment security instrument to be delivered to the Operator, which shall ensure:

1. The proper performance of the obligation to deliver all cargoes according to the approved Service Schedule for that Terminal User,
2. The obligation of a proper return of the returnable quantity of LNG in accordance with the Joint Terminal Use Agreement,
3. The obligation of a Joint Terminal User to compensate other Joint Terminal Users for the damage resulting from the failure to fulfill the obligations under these Rules and/or the Joint Terminal Use Agreement, which damage is the consequence of the inability to return the returnable quantity of LNG or improper return thereof, and
4. Any other damages arising from or in connection with a breach of the obligations of a Joint Terminal User provided for by these Rules and the Joint Terminal Use Agreement.

(3) The rules regulating the type, quantity, delivery and activation of the payment security instrument referred to in paragraph 2 hereof shall be determined in the Joint Terminal Use Agreement.

(4) In the case when the Joint Terminal Users have failed to reach a joint agreement on the payment security instruments referred to in paragraph 2 hereof, or if one Joint Terminal User does not agree with the decision of other Joint Terminal Users, they shall be obliged to notify the Operator thereof no later than by the deadline within which they are obliged to submit to the Operator the completed form of the Annual Service Schedule plan for the next gas year, referred to in paragraph 6 hereof.

(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 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 of the relevant Terminal User 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 on the day falling 7 business days before the submittal of the completed form of the Annual Service Schedule plan referred to in paragraph 6 hereof, and with the content acceptable to the Operator, all for the purpose of securing the claims and indemnification referred to in paragraph 2 hereof.

(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 no later than within the deadline prescribed for the submittal of the completed form of the Annual Service Schedule plan for the next gas year, in accordance with Article 25(2) of these Rules.

(7) The bank guarantee referred to in paragraph 5 hereof shall be valid for the entire period of the gas year i.e. 60 days after the planned Arrival Window of the last LNG Carrier in accordance with the Approved Annual Service Schedule for the next gas year, depending on which deadline falls at a later date, and the Joint Terminal User shall be obliged to renew it on its own initiative or in accordance with the received requests of the Operator, so that for the entire duration of the Joint Terminal Use by this Joint Terminal User, the Operator has a valid bank guarantee in accordance with these Rules.

(8) The Joint Terminal User responsible for improper cargo delivery or for improper fulfillment of another obligation that affects the proper Joint Terminal Use, shall be obliged to notify the Operator of such failure immediately it learns of it, but no later than seven days before the planned arrival of the LNG carrier, i.e. the maturation of the obligation that affects the proper Joint Terminal Use in accordance with approved Service Schedule for that Terminal User. Immediately after receiving the notification, the Operator shall deliver it, without delay, to all Joint Terminal Users whose rights and obligations are affected by such failure.

(9) In the event of the failure referred to in paragraph 8 hereof, the Operator shall collect the bank guarantee referred to in paragraph 5 hereof of the Joint Terminal User responsible for such failure in such a way that each Joint Terminal User that has the right to collect the bank guarantee receives the corresponding part of the collected bank guarantee, whereby the following rules shall apply for the collection:

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1. Each Joint Terminal User who considers that it is entitled to collection of the bank guarantee must submit in advance a request for collection to the Operator in which it shall explicitly state that it gives an irrevocable instruction to the Operator to collect the bank guarantee due to non-compliance with obligations related to Joint Terminal Use, and the amount in which it wants the bank guarantee to be collected,
2. Upon receipt of the request for collection referred to in item 1 hereof, the Operator shall verify exclusively whether it is a Joint Terminal User that has allocated capacities for LNG regasification or reload according to the approved Service Schedule in the period from the beginning of the Arrival Window of the LNG Carrier of the Joint Terminal User that has failed to properly deliver cargo until the end of the Arrival Window of the next LNG Carrier, as specified in the approved Service Schedule,
3. If the Operator determines that the request for collection has been submitted by a Joint Terminal User referred to in item 2 hereof, the Operator shall collect the bank guarantee without delay in the amount specified in the request of the Joint Terminal User, but up to the amount specified in the Joint Terminal Use Agreement or the agreement of Joint Terminal Users referred to in paragraph 10 hereof, and then forward the amount thus collected to the Joint Terminal User who submitted the request for collection,
4. The Operator shall not be authorized to determine the merits of the request for collection of the Joint Terminal User, nor shall it be obliged to obtain the consent of other Joint Terminal Users for the collection of the bank guarantee, and the responsibility for the accuracy of data and the merits of the request for collection of the bank guarantee shall be borne by the Joint Terminal User that submitted the request for collection,
5. The Operator shall be obliged to collect the bank guarantee at the request of each individual Joint Terminal User referred to in item 2 hereof, excluding the Joint Terminal User who is responsible for the failure, and pay the compensation for damages caused due to such failure, in total up to the amount of the collected bank guarantee.

(10) In any case, within 24 hours after the Operator has delivered, to all Joint Terminal Users, the notification of the failure of the Joint Terminal User in accordance with paragraph 8 hereof, the Joint Terminal Users can agree on a different method of compensation for damages caused by the failure referred to in paragraph 8 hereof in relation to the provisions of the Joint Terminal Use Agreement. With respect to such an agreement, the following rules shall apply:

1. This agreement, if it contracts payment from the payment security instrument related to the joint use collected by the Operator in accordance with these Rules, must at least contain the procedure, amounts and deadlines of payment to be made to Joint Terminal Users,
2. This agreement of Joint Terminal Users shall produce legal effects only if approved by the Operator, who may approve it if the conditions from the agreement are not contrary to the rights and obligations of other Joint Terminal Users and/or the Operator, or these Rules.

(11) The Joint Terminal User responsible for the failure referred to in paragraph 8 of this Article shall be obliged to compensate all claims of the Joint Terminal Users due

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to the damage caused due to its failure, which were not settled by the collection of the bank guarantee referred to in paragraph 9 hereof.

(12) In the event that the bank guarantee is used or the amount of the bank guarantee has to be adjusted for another reason, as well as if the bank guarantee validity period has to be adjusted, all in order for the bank guarantee to comply with these Rules and the Joint Terminal Use Agreement during the entire joint use by the Joint Terminal User, the Joint Terminal User shall be obliged to submit a new bank guarantee or modify the submitted bank guarantee no later than within 15 days from the occurrence of the event that is cause for the submission of a new or modified bank guarantee.

(13) The Operator shall perform all actions related to the collection of the bank guarantee referred to in paragraph 5 hereof or the payment security instrument for the Joint Terminal Use referred to in paragraph 2 hereof solely as a proxy of the Joint Terminal Users in whose favor the bank guarantee or the payment security instrument is being collected.

(14) The Operator shall not be responsible for any breach of the obligations of a Joint Terminal User arising from the Joint Terminal Use Agreement, possible refusal of payment based on the payment security instrument referred to in paragraph 2 hereof or the bank guarantee referred to in paragraph 5 hereof by the bank or the quantity of payment based on the collection of the bank guarantee of a Joint Terminal User, bank actions, exchange rate differences and currency conversion in the collection of the bank guarantee and payment to the damaged Joint Terminal User, or other aspects concerning the bank guarantee of the Joint Terminal User, nor in relation to any possible damage that may arise for the Joint Terminal User due to the bank guarantee collection.

(15) The provisions of Article 17(4) and (5) of the General Terms and Conditions shall apply mutatis mutandis to the matters of delivery and return of the bank guarantee.

(16) If a new Terminal User accedes the existing Joint Terminal Use Agreement, it shall negotiate in good faith with the existing Joint Terminal Users concerning the provision of adequate payment security instrument for the purpose of securing the claims regarding the Joint Terminal Use, whereby it shall not unreasonably withhold the delivery of the payment security instrument that the existing Terminal Users have applied before its accession. The new Terminal User acceding the existing Joint Terminal Use Agreement during a gas year shall be obliged to deliver the agreed payment security instrument to the Operator at the latest within 15 days from the day of signing the Joint Terminal Use Agreement.

(17) The rules for activating the bank guarantee in the event of improper performance of the obligation to deliver all cargoes shall also apply mutatis mutandis to other cases of failure to fulfill the obligations of the Joint Terminal User in accordance with paragraph 2 hereof.

(18) If the Joint Terminal User procures replacement gas with the funds obtained as a result of the collection of the payment security instrument referred to in paragraph 2 hereof or the bank guarantee referred to in paragraph 5 hereof, it must, without delay, inform the Operator of the following information:

1. Full name and EIC code of the LNG Borrower who returned the Returnable LNG Quantity;
2. Full name and EIC code of the LNG Lender to whom the Returnable LNG Quantity was returned; and
3. The quantity of natural gas from the transaction, indicated in kWh; and
4. Date of return of the Returnable LNG Quantity.

(19) The obligation of the Joint Terminal User referred to in paragraph 18 hereof shall apply to the LNG Borrower or the LNG Lender who eliminated the failure of another Joint Terminal User referred to in paragraph 2 hereof with the collection of the bank guarantee or the payment security instrument.

## **IX. TERMINAL USE CONDITIONS**

### **LNG Carrier Approval Procedure**

#### **Article 43**

(1) LNG Carriers intended to berth at the Terminal shall be obliged to comply with the international standards and conditions applicable to such type of ships in international navigation, and in particular the standards and conditions laid down in the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code), International Gas Code, SOLAS Convention and the International Conventions accepted within the International Maritime Organization (IMO), as well as the regulations established in accordance with the register in which the LNG Carrier has been entered.

(2) An LNG Carrier must possess all valid ship certificates and documents required for that type of ship, the list of which has been unified and updated in the document List of Certificates and Documents Required to be Carried Onboard Ships, and the necessary permits for entry into and the performance of activities in a port, meet all operational conditions of the port, as well as the conditions stipulated by the competent port authority and the Operator.

(3) The Terminal User shall ensure that the LNG Carrier, at the Arrival Window, conforms to the requirements referred to herein.

(4) The approval of an LNG Carrier mooring at the Terminal shall be carried out in accordance with the procedures prescribed by these Rules, Technical Characteristics of the Terminal and Technical Conditions of the Terminal.

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(5) The Operator shall publish the form of the request for approval of an LNG Carrier on its website.

(6) The Terminal User or the Operator or owner of an LNG Carrier or another authorized person 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. The Operator can approve an LNG Carrier not listed in the approved Annual Service Schedule or the approved Monthly Service Schedule, however, it shall give priority in approval to the LNG Carrier for which an earlier Arrival Window will be stated in the documentation related to the arrival of the LNG Carrier.

(7) If the conditions referred to in paragraphs 1 to 6 hereof have been met, the Operator shall issue a certificate of approval for the LNG Carrier for arrival at the Terminal to the applicant for the approval of an LNG Carrier no later than within five days from receiving all the necessary documentation, completed in the proper manner, and shall enter the LNG Carrier in the Operator's register of approved carriers.

(8) In the event that after issuing the certificate of approval for the LNG Carrier for the arrival at the Terminal, changes occur in some of the approved information regarding the IMO number, country of registration, documents, licenses, responsible persons of the company managing the LNG Carrier and/or its owners, the Operator shall have the right to request the repetition of the approval procedure for the LNG Carrier.

(9) After the arrival of the LNG Carrier at the port, the responsible person of the port and/or the Operator and/or other person authorized by it shall have the right to carry out all prescribed examinations in order to establish and ensure that the LNG Carrier is compatible with the Floating LNG Storage and Regasification Unit, and the Terminal itself, whereby they shall actively cooperate with the owner and/or operator of the LNG Carrier.

(10) The Terminal User shall be liable if the owner, operator, master of the LNG Carrier fail to perform their duties or fail to fulfill the conditions for the approval of the LNG Carrier due to which the LNG Carrier has not received an approval and/or has not entered the port and/or has not moored.

(11) The Operator shall regularly publish and update a list of approved LNG Carriers arriving at the Terminal on its website.

## **LNG Carrier Registration Procedure**

### **Article 44**

(1) The Terminal User shall ensure that the owner/operator of the LNG Carrier or master of the LNG Carrier or the Shipping Agent or the person determined by the owner or operator of the LNG Carrier, submits to the Operator a completed form of the

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registration request for the LNG Carrier no later than 10 days before the Estimated Arrival Window of the LNG Carrier at the Terminal, or after leaving the port of loading, whichever occurs first.

(2) The Terminal Operator shall publish the LNG Carrier registration request on its website.

(3) Information concerning the date and time of departing from the port of loading and the Estimated Arrival Window of the LNG Carrier at the Terminal shall be indicated in the registration request for the LNG Carrier.

(4) The following shall be submitted to the Operator in addition to the LNG Carrier registration request:

1. Bill of Lading,
2. Independent surveyor's report on the cargo loaded at the port of loading,
3. Cargo Manifest,
4. Cargo Origin Certificate,
5. Cargo Quantity Certificate,
6. Cargo Quality Certificate,
7. Cargo Safety Data Sheet,
8. Declaration on the activities of the carrier at the port of loading (Time Log/Port Timesheet),
9. Master's Receipt of Documents.

**Information on the Estimated Arrival Window of the LNG Carrier to the Terminal**

**Article 45**

(1) The Terminal User or its Shipping Agent shall be obliged to ensure that the master of the LNG Carrier or its Shipping Agent submits via the CIMIS system the documentation in accordance with the Ordinance on Order in the Port and the Ordinance on Handling Dangerous Goods in Ports, regularly update the estimated arrival time of the LNG Carrier to the Terminal and deliver the updated data to the Operator, the port and the competent port authority at least within the following deadlines:

- 96 hours prior to the estimated arrival time of the LNG Carrier to the Pilot Station dedicated for the Terminal's port, whereby the notification shall contain information on the condition of the cargo, the estimated cargo temperature, the LNG pressure in the tank, the quantity of cargo for discharge to the Floating LNG Storage and Regasification Unit, and in particular any current or expected operational deficiency on the LNG Carrier that has or may have an impact on the entry of the LNG Carrier into the port and/or the berthing of the LNG Carrier and/or the stay of the LNG Carrier at the port and/or LNG discharge,
- 72 hours prior to the estimated arrival time of the LNG Carrier to the Pilot Station,
- 48 hours prior to the estimated arrival time of the LNG Carrier to the Pilot Station,
- 24 hours prior to the estimated arrival time of the LNG Carrier to the Pilot Station.

(2) From the moment when the estimated arrival time of the LNG Carrier to the Pilot Station falls within 24 hours, the data on the estimated arrival time of the LNG Carrier to the Pilot Station shall be updated every six hours.

### **Article 46**

If any submitted Estimated Arrival Window of the LNG Carrier to the Pilot Station, as referred to in Article 45 of these Rules, changes by more than six hours, the Terminal User shall, without delay, notify or ensure that the master of the LNG Carrier and/or the Shipping Agent notifies the Operator, the port and the competent port authority of the corrected Estimated Arrival Window of the LNG Carrier to the Pilot Station.

### **Notice of Readiness**

#### **Article 47**

(1) The Terminal User shall deliver or ensure that the master of the LNG Carrier or the Shipping Agent deliver to the Operator a Notice of Readiness immediately after the following cumulative conditions have been fulfilled:

1. The LNG Carrier has arrived at the Pilot Station dedicated for the port,
2. The condition of the cargo meets the conditions prescribed in the Technical Conditions of the Terminal,
3. The competent port authority, the port's responsible person and the competent authorities have issued, in accordance with the Maritime Code and regulations governing the safety of navigation and maritime ports, the required permits for the LNG Carrier to enter the port and moor at the Terminal,
4. The LNG Carrier has ordered all port services necessary for mooring at the Terminal and it has been confirmed that they are ready, and
5. The Terminal User and/or other third parties granted the LNG Carrier all permissions necessary to carry out LNG discharge, and the LNG Carrier is ready to perform this operation.

(2) When the conditions referred to in paragraph 1(1) to (5) hereof have been fulfilled and the Operator has received a Notice of Readiness, the Operator shall, without delay, issue a notice of approval for mooring at the Terminal to the LNG Carrier and/or, in the case referred to in Article 48 of these Rules, a notice indicating the mooring time of the LNG Carrier, except where there are limitations for LNG discharge to the Terminal in accordance with these Rules or when the Terminal User notifies the Operator of the circumstances due to which LNG discharge to the Terminal is not possible.

(3) If the conditions referred to in paragraph 1(1) to (5) hereof have not been fulfilled, the Operator may refuse the Notice of Readiness, provided that it informs the Terminal User of the reasons for the refusal and requests the submission of a valid Notice of Readiness, meeting all the requirements referred to in this Article.

(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 Order at the latest three days before the arrival of the LNG Carrier, i.e. within the deadline that the



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Operator has indicated to the Terminal User after having warned it that the LNG Discharge Order had not been submitted.

(5) In the cases referred to in paragraphs 3 and 4 hereof, the Operator shall not be liable for the losses incurred to Terminal Users due to the above omissions.

(6) If the Operator has refused the mooring of the LNG Carrier to the Terminal for the reasons referred to in this Article, the Operator shall be obliged to notify the master of the LNG Carrier or the Shipping Agent, the port, and the port's responsible person has to notify the competent port authority.

(7) The LNG Carrier arriving to the port and/or submitting a Notice of Readiness or an LNG Discharge Order prior to or after the Arrival Window specified in the Approved Monthly Service Schedule, may moor at the Terminal only if, according to the Operator's opinion, all the following conditions have been cumulatively fulfilled:

1. It does not prevent the mooring of other LNG Carriers arriving according to the Approved Monthly Service Schedule, and
2. The mooring of the LNG Carrier does not pose a threat to the safe, regular and optimal operation of the Terminal.

(8) In the case referred to in paragraph 7 hereof, when the Operator refuses to accept the mooring of the LNG Carrier at the Terminal, the Operator shall, if possible, determine another time of mooring in accordance with these Rules.

## **Article 48**

(1) If two or more LNG Carriers arrive at the Terminal at the same time outside their approved Arrival Windows, the Operator shall ensure that the LNG Carriers are scheduled for mooring in accordance with the following order, whereby the following LNG Carrier shall have priority:

1. A delayed LNG Carrier for which a Notice of Readiness has been submitted after the Arrival Window, provided that the next Arrival Window has not been rescheduled,
2. An early LNG Carrier for which a Notice of Readiness has been submitted prior to the Arrival Window and which has not been refused by the Operator.

(2) A delayed LNG Carrier can be denied mooring to the Terminal before the early LNG Carrier if the Operator determines that the mooring of the delayed LNG Carrier shall impede the mooring of the early LNG Carrier when its Arrival Window begins.

(3) By way of derogation from the rules stipulated by this Article, Terminal Users may agree on different rules, of which they shall notify the Operator in writing in a timely manner.

(4) In the case referred to in paragraph 3 hereof, the Operator shall approve the agreement of Terminal Users and act accordingly, except if that poses a threat to safe operation of the Terminal.

## **LNG Carrier Laytime**

### **Article 49**

(1) The Allowed Laytime shall amount to:

1. 40 consecutive hours for Standard Cargo Lot and cargo quantity lower than the standard one,
2. When the LNG quantity being discharged is higher than the Standard Cargo Lot, the Operator shall determine a longer Allowed Laytime, depending on the cargo quantity and after consultation with the Terminal User.

(2) By way of derogation from paragraph 1 hereof, the Allowed Laytime shall be extended by any period of delay which is caused by one or more of the following events:

1. When the volumetric flow rate of LNG discharge from the LNG Carrier to the Terminal is less than the rate specified in the LNG Carrier specification and the rate specified in the Technical Characteristics of the Terminal, if such reduced volumetric flow rate of LNG discharge is solely attributable to the Terminal,
2. Any period during which the arrival at the Terminal, mooring, LNG discharge and/or departure from the Terminal is delayed or prevented by reason of force majeure,
3. Any period during which LNG discharge is postponed or prevented due to failure or extraordinary situations at the Terminal or the LNG Carrier, which may result in a danger to the lives or health of people, significant material damage, environmental pollution,
4. Due to Adverse Weather and/or Metocean Conditions in the port.

(3) The Operator shall:

1. In the case referred to in paragraph 1 hereof, notify the transmission system operator of the quantity of natural gas dispatched into the transmission system from the Terminal by the 5th day of the current month,
2. In the case referred to in paragraph 2(1) hereof, compensate the Terminal User for the costs incurred due to the extension of the Allowed Laytime by appropriately applying the provisions of Annex I to these Rules.

(4) The Actual Laytime shall begin as follows:

1. When the LNG Carrier submits a Notice of Readiness within the Arrival Window, upon the occurrence of the earlier of the following events:
  - Six hours after the Notice of Readiness has been submitted and accepted, and
  - The moment in which the LNG Carrier berths at the Terminal,
2. When the LNG Carrier submits a Notice of Readiness before the Arrival Window, upon the occurrence of the earlier of the following events:
  - Six hours after the Notice of Readiness has been submitted and accepted, and
  - The moment in which the LNG Carrier berths at the Terminal,
3. When the LNG Carrier submits a Notice of Readiness after the Arrival Window, and it is accepted:
  - The moment in which the LNG Carrier berths at the Terminal.

(5) The Actual Laytime shall be continued until the occurrence of the earlier of the following events:

- The last flexible loading hose has been disconnected and the LNG Carrier master has duly confirmed that the nominated cargo has been fully discharged to the Terminal,
- The LNG Carrier has departed from the Terminal without unloading or fully unloading its cargo.

## **LNG Discharge Activities**

### **Article 50**

(1) The Terminal User shall submit to the Operator an LNG Discharge Order no later than three days prior to the Arrival Window.

(2) The Operator shall publish on its website the form of the LNG Discharge Order.

(3) If the Terminal User fails to submit or submits an LNG Discharge Order after the expiry of the deadline referred to in paragraph 1 hereof, the Operator shall have the right to refuse the mooring of the LNG Carrier.

(4) The total quantity of LNG discharge in the LNG Discharge Order compared to the quantities in the approved Annual and Monthly Service Schedule may only deviate if this is not contrary to the limitations prescribed in Article 34 of these Rules and the Technical Conditions of the Terminal.

(5) The Operator shall approve the LNG Discharge Order only if the total nomination of all Terminal Users during the entire Allowed Laytime of the LNG Carrier is higher than the minimum lower LNG Regasification Rate.

(6) As an exception to the deadline for the submission of Daily Nominations prescribed in Article 58(9) of these Rules, the Daily Nomination in case of LNG discharge must be delivered to the Operator no later than with the delivery of the LNG Discharge Order.

(7) The Operator shall accept the LNG quantity to the Terminal according to the LNG quantity determined in the LNG Discharge Order, confirmed by the LNG terminal operator in accordance with the procedures prescribed in the technical conditions of the LNG terminal.

(8) During LNG discharge, the master of the LNG Carrier and/or the Shipping Agent shall be obliged to comply with the orders, instructions, rules and other requests concerning the activities at the port and the Terminal defined by the responsible person at the port and the Operator.

(9) LNG discharge can only be carried out if the following conditions are cumulatively met:

1. The LNG Carrier has all the documentation necessary for LNG discharge and is authorized according to the regulations by the Terminal User and/or a third party to perform LNG discharge at the agreed time, and
2. The verification procedure is completed according to the conditions from the Safety Checklist.

### **Article 51**

The Operator shall have the right not to initiate or to stop LNG discharge and demand from the LNG Carrier to unmoor from the Terminal and allow access to the Terminal to other LNG Carriers in any of the following cases:

1. An order from the competent port authority has been received,
2. An order from the port's responsible person has been received,
3. The verification procedure for prescribed prerequisites has not been completed or the prerequisites have not been fulfilled according to the conditions from the Safety Checklist,
4. The LNG Carrier does not follow or improperly follows the orders and/or instructions of the competent port authority and/or the port's responsible person and/or the Operator, the procedures prescribed in the Technical Conditions of the Terminal or these Rules, or other prerequisites necessary for the performance of activities in the port and at the Terminal, including safety regulations,
5. Based on the decision of the Operator or the port's responsible person that the state of the LNG Carrier or LNG discharge presents a danger to the lives or health of people, danger to the property, environment and/or operation of the Terminal,
6. The delivered cargo does not correspond to the LNG Quality Specification in accordance with these Rules, Technical Characteristics of the Terminal and Technical Conditions of the Terminal, and
7. In case of other circumstances specified in these Rules and/or the Terminal Use Agreement and/or which are outside of the Operator's control.

### **Article 52**

(1) After completing LNG discharge, the LNG Carrier shall leave the Terminal as soon as possible and enable access to the Terminal to other Terminal Users, except if the competent port authority and/or the responsible person of the port issues a different order to the LNG Carrier, or if the Operator has approved a different procedure of leaving the Terminal and/or access of another LNG Carrier.

### **Article 53**

If the LNG Carrier fails to unberth immediately after the expiry of the Allowed Laytime or after completing LNG discharge, depending which moment occurs earlier, the Operator shall have the right to charge a fee to the Terminal User as established in Annex I to these Rules, except if the LNG Carrier has received an order in accordance with Article 52 or if any of the conditions referred to in Article 49(2) of these Rules have been met.

### **Article 54**

The master of the LNG Carrier and the Operator shall perform LNG discharge in accordance with all applicable safety rules.

### **Article 55**

The Operator shall be responsible for appropriate performance of LNG discharge operations at the Terminal until the flexible LNG discharge hoses are disconnected from the LNG Carrier.

### **Article 56**

(1) The Operator shall not be responsible for any direct or indirect damages, the demurrage fee or other similar fee, including loss of earnings, incurred by the Terminal User, the LNG Carrier, its owner or operator, master, LNG Supplier, carrier and/or intermediary, Shipping Agent, the responsible person of the company operating the LNG Transport Truck, the owner of the truck, a third party with which the Terminal User has contracted the sale of LNG or any other related third party in the following cases:

1. The Operator has not initiated LNG discharge or reload or has stopped the initiated LNG discharge or reload, or has acted in accordance with the conditions established in these Rules if the LNG does not meet the LNG Quality Specification or for any other reason prescribed by these Rules, and/or
2. LNG discharge or reload has been delayed or has been performed with interruptions due to the circumstances for which the Operator is not responsible.

## **LNG Regasification**

### **Article 57**

(1) The LNG quantities for regasification shall be determined in accordance with the approved Annual and Monthly Service Schedule.

(2) The Operator shall regasify the LNG quantity according to the confirmed Daily Nomination of the Terminal User.

(3) The LNG quantity that has been regasified and dispatched to the Delivery Point shall be calculated for each Terminal User and shall be equal to the quantity of gas actually allocated according to the conditions stipulated in the Natural Gas Allocation Policy.

## **Daily Nomination of Gas Quantity**

### **Article 58**

(1) The Terminal User who wants to use the LNG Regasification Capacity shall, on a daily basis and on both business and non-business days, submit to the Operator information on the Daily Nomination of gas quantity in kWh/h, which it shall deliver to the Delivery Point on the next Gas Day.

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(2) Other than the nomination for the next Gas Day, the Terminal User may submit nominations for the following days of the current month.

(3) The Terminal User shall ensure timely and reliable handover of gas into the transmission system in accordance with the Transmission System Network Code, whereby it shall:

1. Be obliged to book and nominate appropriate capacity of the transmission system at the entry into the transmission system, which is also the exit from the Terminal, or
2. In case when it does not have a contracted transmission system capacity, it shall be obliged to submit to the Operator, no later than two business days before the start of gas delivery into the transmission system, data on the name and EIC code of the transmission system user who has the contracted capacity at the entry into the transmission system, which is also the exit from the Terminal, to which it intends to deliver gas.

(4) The Operator and the transmission system operator shall establish pairs of Terminal Users and transmission system users, no later than one business day before the start of gas delivery to the transmission system.

(5) The nomination for the use of the Terminal capacity referred to in paragraphs 1 and 2 hereof must, in addition to data on the gas quantity, also contain data on the transmission system user who shall take over gas at the entry to the transmission system, which is also the exit from the Terminal.

(6) After receiving the Daily Nominations, the Operator shall verify whether the nominations are in accordance with the Approved Annual and/or Monthly Service Schedule, and deliver them to the transmission system operator.

(7) The Operator shall, after harmonizing the data with the transmission system operator, approve the Daily Nomination delivered by the Terminal User only when the following conditions have cumulatively been met:

1. The Daily Nomination of an individual Terminal User is harmonized with the monthly schedule,
2. The conditions referred to in paragraph 3 hereof are fulfilled,
3. In case of a deviation of the Daily Nominations from the Approved Monthly Service Schedule, it is in accordance with the appropriately applied conditions referred to in Article 34 of these Rules,
4. The overall Daily Nomination of all Terminal Users on a particular Gas Day is higher than the minimum allowable LNG Regasification Rate and lower than the maximum allowable LNG Regasification Rate, according to the Technical Conditions of the Terminal.

(8) The Operator shall publish on its website the form for the delivery of Daily Nominations.

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(9) The Terminal User shall submit the Daily Nomination for Gas Day D to the Operator no later than by 1:00 PM on day D-1, except in the case referred to in Article 50(6) of these Rules.

(10) The Terminal User shall have the right to renominate the approved Daily Nomination no later than by 4:00 AM on Gas Day D-1 for the Gas Day D, whereby the Operator shall approve the renomination if it is in accordance with the conditions referred to in paragraph 7 hereof.

(11) If in the nomination pairing procedure, the operators determine that the conditions referred to in paragraph 7 hereof have not been met, the Operator shall reject the nomination and notify the Terminal User and the transmission system operator, and allow to the Terminal User to submit a corrected nomination.

(12) The Operator shall have the right to adjust the submitted Daily Nomination of the Terminal User by adjusting the total actual LNG quantities that deviate to the LNG quantities from the Approved Annual and/or Monthly Service Schedule, especially when such deviations lead to incompatibility with the approved joint Annual Service Schedule, which may lead to the inability to accept LNG Carriers or to discharge LNG, or to inability to fulfill other obligations of the Operator, of which adjustment the Operator shall immediately notify the Terminal User.

(13) In the case of rejection of the nominations referred to in paragraph 11 hereof and/or adjustment of nominations referred to in paragraph 12 hereof, the Terminal User shall, in coordination with the transmission system user taking over the gas at the exit from the Terminal, which is also the entry into the transmission system, be obliged to renominate the transmission system capacity use.

(14) Upon expiry of the deadline referred to in paragraph 9 and 10 hereof, the Operator shall notify the Terminal User and the transmission system operator about the quantity of accepted Daily Nominations within 1 hour.

(15) If the Operator rejects a Daily Nomination, it shall notify the Terminal User within 30 minutes of the reasons for the rejection of the nomination.

(16) If the Operator rejects a renomination, the last accepted nomination or renomination shall be valid.

(17) The nomination or last renomination for a given Gas Day accepted by the Operator shall be binding for the Terminal User.

(18) If the Terminal User fails to submit the Daily Nomination or the Operator does not approve the submitted Daily Nomination, the nominated LNG quantity for regasification on the next Gas Day shall be deemed to be equal to the quantity of gas from the Approved Monthly Service Schedule. If there is no Approved Monthly Service Schedule, it shall be deemed that the nominated quantity of LNG for regasification on

the next Gas Day is equal to the quantity of gas from the Approved Annual Service Schedule.

(19) The delivered quantity of gas energy for an individual Terminal User for a particular Gas Day shall be determined in the quantity of the last accepted nomination or renomination of the Terminal User.

(20) In case of limitation or suspension of services provision referred to in Article 71 of these Rules, and in case of an extraordinary situation causing limitation of the use of the transmission system capacity in accordance with the Transmission System Network Code, the Terminal User shall be obliged to, in coordination with the transmission system user taking over the gas at the exit from the Terminal, which is also the entry into the transmission system, at the invitation of the Operator and within the deadline set by the Operator, by virtue of an extraordinary same-day re-nomination for that day, adjust the quantities of gas to be delivered to the transmission system.

## **X. LNG AND REGASIFIED NATURAL GAS QUALITY SPECIFICATION AND MEASUREMENT**

### **LNG Quality Specification**

#### **Article 59**

(1) The Terminal User shall ensure that the quality of LNG delivered to the Terminal at the time of discharge and at the time of loading the regasified LNG into the transmission system corresponds to the standard quality of natural gas specified in the General Terms and Conditions for Gas Supply.

(2) The Operator shall not be responsible for the quality of the LNG being delivered to the Terminal.

(3) Provided that the Terminal Users are using the LNG Regasification Service in accordance with these Rules, the Operator shall ensure that the contents and specifications of the LNG or regasified LNG delivered to the Delivery Point correspond to the standard natural gas quality specified in the General Terms and Conditions for Gas Supply also in the cases of mixing the LNG in the Terminal tanks.

(4) The Terminal User shall be obliged to take into account that the LNG quality parameters change over time, therefore cargo quality parameters may change during transport from the port of loading to the Terminal, as well as that the parameters of the LNG delivered to the Terminal may, due to the passage of time, differ from the gas or LNG quality parameters at the moment of its delivery at the Delivery Point. In accordance with the above, the Operator shall warn the Terminal User if those LNG quality parameters at the port of loading are such that the LNG or gas, at the moment of delivery at the Delivery Point, may be non-compliant with applicable regulations,



and in that case the Terminal User shall assume the risk of inability to deliver LNG or gas at the Delivery Point due to LNG quality parameters that are non-compliant with applicable regulations. The Operator will approve the mooring of the LNG Carrier and/or LNG discharge only if the LNG on the LNG Carrier complies with the LNG Quality Specification referred to in paragraph 7 hereof at the moment of LNG discharge.

(5) The Operator or the Terminal User shall, without delay, notify the other party if it gains any knowledge that the delivered cargo or cargo that is yet to be delivered represents or could represent Off-Specification LNG, and shall describe the level of expected deviation in the notification.

(6) The Terminal User shall notify the Operator if it plans to discharge into the Terminal the remaining cargo located on the LNG Carrier before the last port of LNG loading. The Terminal User shall be obliged to obtain for this remaining cargo the LNG ageing simulation from the surveyor, to prove that after regasification, all received cargo will correspond to the standard natural gas quality specified in the General Gas Supply Conditions.

(7) The Terminal User shall ensure that the quality of cargo delivered to the Terminal at the time of discharge corresponds to the specification indicated in the General Gas Supply Conditions of the Agency, which the Operator shall publish on its website.

(8) If during the Terminal Use Agreement, the LNG Quality Specification referred to in paragraph 7 hereof changes significantly in such a way that the Terminal User's fulfillment of obligations would become excessively difficult or would cause it excessive losses or expenses, the Terminal User shall have the right to negotiate amendments to the Terminal Use Agreement, or terminate the Terminal Use Agreement in accordance with Annex I to these Rules.

## **Article 60**

(1) The Operator shall be obliged to take appropriate action to determine that the LNG intended for discharge to the Terminal and/or the LNG that is being discharged to the Terminal is in accordance with the LNG Quality Specification referred to in Article 59 of these Rules and shall prevent any discharge of LNG that is, in accordance with the LNG Quality Specifications referred to in Article 59 of these Rules, considered Off-Specification LNG.

(2) After receiving the registration request for an LNG Carrier, the Operator shall refuse such a request if the LNG specified in that request does not comply with LNG Quality Specification referred to in Article 59 of these Rules and is considered Off-Specification LNG.

(3) If, in accordance with paragraph 2 hereof, it was not possible to determine that the LNG was Off-Specification, the Operator shall be obliged to stop the already initiated LNG discharge to the Terminal when it is established during sampling of the LNG being discharged to the Terminal that the LNG does not correspond to the LNG Quality

Specification referred to in Article 59 of these Rules and is considered Off-Specification LNG.

(4) In the case referred to in paragraph 3 hereof, the responsibility of the Terminal User that has delivered Off-Specification LNG has been fulfilled in accordance with Annex I to these Rules.

### **Article 61**

(1) LNG quality and quantity shall be measured and determined in accordance with the provisions of Articles 62, 63 and 64 of these Rules.

(2) The Operator shall, at the special request of the Terminal User, based on historical data and other available assumptions, preliminarily predict changes in the quality of the LNG that is physically stored at the Terminal and shall estimate the time when the LNG could become Off-Specification LNG under the quality specification referred to in Article 59 of these Rules.

### **Article 62**

(1) Prior to LNG discharge from an LNG Carrier to the Terminal, the Surveyor shall check whether the conditions referred to in Article 64(1) to (3) of these Rules have been met.

(2) The Operator, Terminal User and Surveyor shall jointly participate in the cargo measurements, before and after LNG discharge to the Terminal, including the measurement of the remaining LNG, volume, temperature and pressure in the LNG Carrier tanks.

(3) When discharging cargo to the Terminal, the Surveyor shall prepare an LNG Quality and Quantity Report for the LNG discharged to the Terminal in accordance with the Natural Gas Allocation Policy, based on the data on cargo quantity which shall be provided by the master of the LNG Carrier, as well as on the data on the quality and quantity of LNG discharged to the Terminal, which shall be provided by the Operator.

(4) The interim LNG Quality and Quantity Report for LNG discharged to the Terminal shall be prepared by the Surveyor within 24 hours after completion of LNG discharge, and the final LNG Quality and Quantity Report for the LNG discharged to the Terminal as soon as possible after the completion of LNG discharge, except in the case referred to in Article 64(4) and (7) of these Rules.

(5) All reports, orders, specifications and other documentation concerning the results of measuring LNG quality parameters shall be verified by an independent surveyor.

(6) The Operator shall be obliged to, at all times, obtain, use and maintain the equipment for LNG sampling and determining the quality of discharged LNG, as well as any other LNG measurement or analysis equipment required to carry out all the prescribed LNG measurements and analyses on the Floating LNG Storage and Regasification Unit.

## **Measurement of Discharged LNG**

### **Article 63**

- (1) The Terminal User shall be obliged to ensure that, when discharging LNG to the Terminal, the measurement of LNG quantity and quality is carried out in accordance with international ISO standards in reference conditions, and regulations governing the sampling procedures and their frequency.
- (2) The ISO10976:2015, or a more recent standard that repeals and replaces it, shall be considered the minimum requirement that must be met to determine the level of LNG in the carrier tanks, temperature, pressure and technical specifications for the LNG Carrier.
- (3) All gauges, gas chromatographs and other measurement equipment at the Terminal used to measure the quantity and quality of LNG being discharged from the LNG Carrier shall be calibrated and certified by independent accredited laboratories, according to the rules of the profession and the international standards applicable at that time.
- (4) The Operator shall ensure that, when discharging LNG to the Terminal, LNG quantity and quality is measured in accordance with international ISO standards in reference conditions, and regulations governing the sampling procedures and their frequency. Determination of the chemical composition of the gas shall be carried out in accordance with the HRN EN ISO 6974 standard: Natural gas – Determination of composition and associated uncertainty by gas chromatography.
- (5) The quantity of discharged LNG shall be calculated at the upper calorific value.
- (6) The quantity of discharged LNG indicated at upper calorific value shall be calculated according to the following formula:

$$E = (V \times d \times H_{m/gcv}) - Q_r - Q_{bog}$$

Where:

E – Quantity of discharged LNG expressed in kWh at upper calorific value

V – Quantity of discharged LNG expressed in m<sup>3</sup>

d – LNG density indicated in kg/m<sup>3</sup> (kilogram per cubic meter of LNG)

H<sub>m/gcv</sub> – Upper calorific value of the LNG mass indicated in kWh/kg

Q<sub>bog</sub> – Energy value of gas used by the LNG Carrier during LNG discharge, indicated in kWh at upper calorific value

Q<sub>r</sub> – Energy value of gas returned to the LNG Carrier during LNG discharge indicated in kWh at upper calorific value

The calculations shall be performed at the upper calorific value in accordance with the following measurement conditions:

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– Upper calorific value measured at a pressure of 1.01325 bar and a temperature of 25°C/0°C.

(7) The calculation of the physical properties of the gas under reference conditions shall be carried out according to the HRN EN ISO 6976:2016 standard: Natural gas – Calculation of calorific values, density, relative density and Wobbe indices from composition, or a newer standard that repeals and replaces it, and the calculation of the properties of liquefied natural gas shall be carried out according to the HRN EN ISO 6578:2019 standard: Refrigerated hydrocarbon liquids – Static measurement – Calculation procedure, or a newer standard that repeals and replaces it.

(8) Calculations shall be performed without rounding and expressed with 6 decimal places. The final results of the calculation, determination of the composition and physical properties of the gas shall be rounded as follows:

- The mole fractions of individual components ( $X_i$ ) shall be rounded to 6 decimal places,
- The molar mass of individual components ( $M_i$ ) shall be rounded to 5 decimal places,
- The molar volumes of individual components shall be rounded to 6 decimal places.

(9) The calculation of the LNG density shall be made using the revised Klosek-McKinley formula and expressed in kg/m<sup>3</sup>. The density of liquefied natural gas ( $d$ ) shall be rounded to 3 decimal places.

(10) The calorific values shall be expressed in MJ/mol (molar), MJ/kg (mass) and MJ/m<sup>3</sup> (volume). All results shall be rounded, and expressed with 2 decimal places.

(11) Volume correction factors ( $k_1$ ,  $k_2$ ) shall be calculated in accordance with the HRN ISO 6578 standard, and rounded to 6 decimal places.

(12) The composition of the LNG returned to the LNG Carrier in gaseous state, during LNG discharge, shall be considered to be 100% methane.

(13) All natural gas consumed by the LNG Carrier shall be deducted from the total discharged LNG quantity. The measured amount of gas thus consumed shall be considered to be 100% methane.

## **LNG Sampling**

### **Article 64**

(1) Each LNG sampling and all procedures concerning LNG sampling, including LNG sampling during LNG discharge from the LNG Carrier to the Terminal, shall be carried out in accordance with ISO 8943:2007, or a more recent standard that repeals and replaces it.

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(2) Except if otherwise specified by the Operator, the quality of the discharged LNG shall be determined continuously by an online gas chromatograph as the primary system and by sampling in three pressure (CP/FP) sample containers as the back-up system. The sample containers shall be inspected by the surveyor at the beginning and end of the discharge and, if necessary, sealed.

(3) One samples container referred to in paragraph 2 hereof shall be intended for the surveyor, the second samples container shall be intended for the Terminal User, while the third samples container shall be intended for the Operator for a period of 30 days or until the Operator and the Terminal User sign the cargo acceptance certificate.

(4) In the event of the primary system failure during LNG discharge, the quality of the discharged LNG shall be determined by subsequent analysis of the Operator's samples container in a testing laboratory accredited for the analysis method according to HRN EN ISO 6974 or a newer standard that repeals and replaces it.

(5) If the surveyor officially requests and takes over the sample container in accordance with paragraph 3 hereof, he/she shall be obliged to return it within five days after receiving the container.

(6) If the Terminal User officially requests and takes over the sample container in accordance with paragraph 3 hereof, it shall be obliged to return it within five days after receiving the container.

(7) The Terminal User shall have the right to object in writing to the quality analysis of the discharged LNG determined by the Operator within 15 days from the date on which the Terminal User has taken over its sample container or refused to sign the cargo acceptance certificate.

(8) By way of derogation from paragraph 6 hereof, if the Terminal User objects to the LNG quality analysis determined by the Operator, the Terminal User shall have the right to retain the sample container until the completion of the procedure under the complaint to the Operator, but in any case, the Terminal User shall be obliged to return the sample container within 90 days from the receipt.

(9) In the event of the objection referred to in paragraph 7 hereof, the Operator and the Terminal User shall agree on the accredited testing laboratory to which the Operator's sample container shall be submitted for analysis. All costs of this testing shall be borne by the complainant.

(10) Representatives of the Operator and of the Terminal User may attend the analysis procedure referred to in paragraph 9 hereof.

(11) If the results of the analysis referred to in paragraph 9 hereof show that the calorific value of LNG determined by this analysis deviates by more than 0.5% from the calorific

value determined by the primary system, these results will be corrected and used in the cargo acceptance certificate in the corrected form.

(12) If the results of the analysis referred to in paragraph 9 hereof show the correctness of LNG quality analysis determined by the Operator's primary system, the Terminal User shall be obliged to sign the cargo acceptance certificate with the data determined by the primary system, and the Operator shall have the right to charge for all damages caused by the objection referred to in paragraph 7 hereof.

### **Article 65**

The gas chromatograph of the Operator used to determine the LNG quality must be certified and calibrated in accordance with the rules of the profession and the relevant practice, to be attested by the Surveyor and/or the Terminal User or its representative, the Operator and/or the representative of the transmission system operator.

### **Article 66**

(1) If the determination of the LNG quality by an online gas chromatograph as the primary system and by sampling in three pressure (CP/FP) containers as the back-up system is not in operation, the quality of the discharged LNG shall be determined by the Operator in the presence of the Surveyor, based on the Cargo Report and the actual trip conditions, whereby the LNG quality determined in the port of loading shall be deemed to be correct.

(2) In the case referred to in paragraph 1 hereof, the quality of the discharged LNG shall be determined by the Operator on the basis of historical data on LNG quality from the same port of loading and the data on trips with the same quantity of evaporation, and in the event that insufficient historical data is available to determine the LNG quality, a model of theoretical aging shall be applied in accordance with the GIIGNL – LNG Custody Transfer Handbook from 2017, v. 5.0 or later, if released.

(3) If the Terminal User and the Operator agree that at least one of the results calculated under paragraph 2 hereof does not provide the correct assumption of the LNG quality, the Operator and the Terminal User shall in good faith and in cooperation with the Surveyor, choose an acceptable method to determine the LNG quality.

## **XI. AUDIT OF LNG AND DISPATCHED GAS QUANTITIES**

### **Article 67**

(1) The Operator shall be obliged to provide Terminal Users with access to information on the LNG quantity owned by an individual Terminal User located in the Terminal tanks, as well as the LNG quantity and quality in the Terminal.

(2) Access to the information referred to in paragraph 1 hereof shall be provided by the Operator via the Operator's Information System.

(3) The quantity of LNG and gas shall be determined and updated in accordance with the Natural Gas Allocation Policy.

(4) At the justified request of the Terminal User, the Operator may provide access to all data concerning the determination of the gas quality and quantity.

(5) The Operator shall conduct LNG inventory at the Terminal at least once a year, and when it is established during the inventory that the available LNG quantity at the Terminal differs from the LNG quantities calculated on the basis of the operating accounts, but the difference does not exceed the allowable loss, then the established surplus or shortage of LNG shall be assigned to Terminal Users proportional to the LNG Regasification Capacity used during the period for which the inventory was conducted.

(6) The established LNG shortage that exceeds the allowable loss shall be allocated to the gas loss of the Operator, which the Operator shall compensate to Terminal Users in accordance with the procedures referred to in the Natural Gas Allocation Policy.

(7) The Terminal User shall have the right to request from the Operator to conduct an extraordinary inventory in accordance with the provisions of the Natural Gas Allocation Policy.

(8) If it is determined during the extraordinary inventory that the allowable loss has not been exceeded, the Terminal User requesting the extraordinary inventory shall be obliged to pay to the Operator for all costs incurred due to the extraordinary inventory, in accordance with the price list for non-standard services.

## **XII. TERMINAL MAINTENANCE**

### **Article 68**

(1) The Operator shall notify the Terminal Users about performing regular maintenance works in the following manner:

1. Every year no later than by 1 April, 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 Terminal maintenance works, which shall not exceed seven days in total,

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 1 April, provided that their total duration together with the planned annual regular maintenance works does not exceed ten days in a 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,

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3. The Operator shall have the right to perform regular maintenance works concerning the dry mooring of the Floating LNG Storage and Regasification Unit, in accordance with maritime regulations and in cases where the safe operation of the Terminal is endangered, as well as the lives or health of people, the environment or the property of the Operator and/or Terminal Users, whereby the Operator must announce the overhaul of the Floating LNG Storage and Regasification Unit no later than within the deadline referred to in item 1 hereof.

(2) With regard to paragraph 1 hereof, the Operator shall to a reasonable extent seek to:

1. Perform maintenance works when during the performance of regulatory and statutory surveys and/or when scheduled maintenance is performed on the transmission system in accordance with the published annual maintenance schedule of the transmission system operator,
2. Perform maintenance works that should normally be performed during any Arrival Window of an LNG Carrier at another date, in order to interfere as little as possible with the rights of Terminal Users.

(3) The Operator shall have the right to limit and/or suspend Terminal use and the provision of the LNG Regasification Service and non-standard services over the period and to the extent that is related to the maintenance works which shall be performed after Terminal Users have been notified in accordance with paragraphs 1 and 5 hereof.

(4) Extraordinary maintenance works that cause a suspension of the provision of the Operator's service or limit the use of contracted services may only be performed if they relate to failures that could result in a risk to human life and health, endangerment of the safe operation of the Terminal, significant material damage or environmental pollution.

(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 this notice shall contain a necessary extraordinary maintenance works schedule indicating the time of the suspension or restriction of the provision of the LNG Regasification Service.

(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.

(7) The Operator shall, in case of extraordinary maintenance, be liable for any damage that arises for Terminal Users due to the Operator's fault in accordance with Annex I to these Rules.

(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 cede 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.

(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. The Terminal User or Users who have received the LNG quantity referred to in paragraph 8 hereof shall be obliged to regulate their mutual claims and liabilities towards the Terminal User who delivered the first cargo, applying Article 38(7) of the Rules accordingly.

(10) The Operator shall, in a transparent and non-discriminatory manner and in accordance with market principles, procure gas for the needs of performing its core business, optimal Terminal management, operational consumption of technological facilities, compensation of gas losses in the Terminal during works on the system and compensation of operating losses.

(11) The Operator may not perform the unplanned regular maintenance works referred to in paragraph 1(2) hereof in April and October.

### **XIII. CHANGES AND LIMITATIONS OF THE TERMINAL MANAGEMENT**

#### **Article 69**

(1) In order to ensure continuous, regular and safe operation of the Terminal and to regularly provide LNG Regasification Services, the Operator shall have the right to empty the tanks of the Floating LNG Storage and Regasification Unit by using the LNG Regasification Capacity or by using another way to remove LNG and/or natural gas that belongs to the Terminal User in the following cases:

1. The LNG Carrier arrives according to the approved Service Schedule, and the tanks of the Floating LNG Storage and Regasification Unit are not sufficiently empty to receive full cargo because one or more Terminal Users have not used the LNG Regasification Capacity in accordance with the Service Schedule,
2. The LNG Quality Specification in the tanks of the Floating LNG Storage and Regasification Unit does not comply with the LNG Quality Specification or is approaching the lowest allowable level of the LNG Quality Specification, whereby the Operator has the right to reload such LNG from the Terminal tanks to the LNG Carrier or LNG Transport Truck and to have such LNG removed from the Terminal,
3. In other cases when LNG or natural gas removal from the Floating LNG Storage and Regasification Unit is necessary to ensure the safety of the lives or health of people, the environment, or there is a risk of larger material damage to the Operator's or the Terminal User's property.

(2) In the case referred to in paragraph 1 hereof, the Operator shall have the right to sell LNG and/or gas, by appropriately applying the rules for selling gas in an open sale procedure, to the best bidder, on behalf of the Terminal User whose gas quantity it is selling.

(3) Gas sale in accordance with this Article shall be considered a non-standard service of the Operator and shall be charged in accordance with the price list for non-standard services.

(4) The Operator shall take reasonable measures to coordinate with the Terminal Users on the implementation of the actions described in this Article, in order to mitigate the risks and/or losses of Terminal Users and/or the Operator.

(5) LNG that has been regasified and dispatched from the Terminal or otherwise removed from the tank of the Floating LNG Storage and Regasification Unit, in the cases referred to in paragraph 1(1) or (2) hereof, shall be deducted from the Terminal User's virtually stored LNG quantities, for which the Terminal User whose actions or omissions have resulted in the Operator's measures described in this Article will be liable.

(6) If the tanks of the Floating LNG Storage and Regasification Unit contain Off-Specification LNG that cannot be dispatched, and which belongs to multiple Terminal Users, the Operator shall determine the Terminal User or Terminal Users whose actions or omissions have resulted in the occurrence of the Off-Specification LNG in the tanks.

(7) If at least one Terminal User disagrees with the decision referred to in paragraph 6 hereof, it shall have the right to inform the Operator thereof within three days from the day of delivery of the decision.

(8) In the case referred to in paragraph 7 hereof, all Terminal Users referred to in paragraph 6 to which the Off-Specification LNG belongs and the Operator shall be obliged to, within 10 days, select a laboratory accredited to test LNG and gas quality characteristics who shall make the final decision, and in case when Terminal Users fail to select the above laboratory within the prescribed deadline, it shall be selected by the Operator, while the costs of the laboratory shall be advanced by those Terminal Users who have challenged the decision of the Operator in accordance with paragraph 7 hereof.

(9) All incurred costs associated with the Off-Specification LNG referred to in paragraph 6 hereof shall be borne by the Terminal User whose actions or omissions have resulted in the occurrence of the Off-Specification LNG and/or the suspension of the operation of the Terminal and/or caused the necessity to remove Off-Specification LNG from the tanks of the Terminal.

## **Article 70**

(1) The Operator shall have the right to change the LNG Regasification Capacity from the approved Service Schedule and/or the Arrival Window schedule of LNG Carriers in the following cases:

1. Suspension or limitation of the provision of services in the cases described in Article 71 of these Rules, and/or

2. Termination of at least one Terminal Use Agreement prior to its expiration, and/or
3. Occurrence of risks to uninterrupted, efficient, and safe operation of the Terminal.

(2) The Operator shall seek to implement the changes referred to in paragraph 1 hereof in such a manner as to minimally affect the approved schedule of Terminal Users whose actions were not the cause for the said changes.

(3) In the case referred to in paragraph 1 hereof, the Operator shall be obliged to inform the Terminal Users of any changes in the approved Service Schedules within 24 hours. The changed Service Schedules published by the Operator shall be binding on all Terminal Users.

(4) In the event of occurrence of damages for reasons referred to in paragraph 1 hereof, the Terminal User or the Operator, depending on who is responsible for the incurred damage, shall indemnify other Terminal Users or the Operator in accordance with Annex I to these Rules.

## **Limitation or Suspension of the Services Provision**

### **Article 71**

(1) The Operator shall have the right to limit or suspend the services provision in accordance with the procedure and conditions laid down in the regulations governing the gas market and these Rules.

(2) In the case referred to in paragraph 1 hereof, the Operator shall be obliged to immediately inform the Terminal User of the reasons, scope and duration of the limitation or suspension of services provision via a written notice given to the Terminal User within a reasonable deadline.

(3) The Operator shall seek to provide the Terminal User with a reasonable deadline to adjust the scope of use of the services to the limitation or suspension of the services provision.

(4) The Operator shall have the right to, without prior notice, limit or suspend the services provision without any fault of Terminal Users and/or the Operator, in order to protect public interest, uninterrupted and safe operation of the Terminal, or in other cases explicitly provided by the regulations governing energy, energy-related activities and the gas market or these Rules, the Terminal Use Agreement or the Joint Terminal Use Agreement, including but not limited to:

1. When it is necessary to prevent an accident at the Terminal or on an LNG Carrier, and/or to prevent danger to the lives or health of persons, the environment and/or property, in cases of force majeure, unauthorized actions by third parties and/or accidents, faults or other technical or safety reasons,
2. When it is necessary due to Adverse Weather and/or Metocean Conditions, and/or force majeure, and/or extraordinary operating conditions of the Terminal, as defined in the Technical Conditions of the Terminal.

(5) In the event of a limitation or suspension of the services provision due to the fault of the Operator, the Operator shall be liable for the damage incurred to Terminal Users in accordance with Annex I to these Rules.

(6) The Operator shall have the right to suspend or limit the services provision to the Terminal User without prior notice in the event of an accident, fault or failure on the Terminal and/or the LNG Carrier and/or related equipment. In any of the above cases, the Operator shall be obliged to immediately notify the Terminal Users in writing about the suspended or limited services provision and specify the reason and scope for such a limitation or suspension and the expected duration, in which case the Operator shall be authorized to request from the Terminal Users to adjust the quantities of gas to be delivered to the transmission system by extraordinary same-day re-nomination for that day, in accordance with Article 58(20) of these Rules.

(7) The Operator shall have the right to suspend or limit the services provision due to circumstances attributable to the responsibility of the Terminal User, including, but not limited to, in the following situations:

1. The Terminal User or another person responsible for the LNG Carrier fails to duly verify the compatibility of the LNG Carrier with the Terminal in accordance with the Technical Conditions of the Terminal,
2. LNG quality at the Terminal does not comply with the LNG Quality Specification,
3. The Terminal User has failed to pay any invoice issued on the basis of the Terminal Use Agreement within 10 business day of its due date, or has failed to provide or renew a payment security instrument in accordance with these Rules, and
4. In other cases, when explicitly prescribed in accordance with these Rules and/or the Terminal Use Agreement and/or the Joint Terminal Use Agreement (including, but not limited to, the case when the Terminal User ceases to fulfill the conditions prescribed for the Terminal User due to the loss or expiry of the energy permit, etc.).

(8) In the case referred to in paragraph 7(1) hereof, the Operator shall notify the Terminal User, no later than 24 hours after making the decision to suspend or limit the services, about the reason, time, scope and duration of the suspension or limitation.

(9) In the case referred to in paragraph 7(2) hereof, the Operator shall immediately after the suspension or limitation of the services provision, notify the Terminal User in writing about the reason, time, scope and duration of the suspension or limitation.

(10) In the case referred to in paragraph 7(3) hereof, the following rules shall apply:

- a) The Operator shall notify the Terminal User in writing, no later than 24 hours before suspension or limitation of services provision, about the reason, time, scope and duration of the suspension or limitation of services provision, and
- b) When the Terminal User settles all amounts due together with the corresponding statutory default interest, as well as all other amounts incurred and due during the period of suspension or limitation of services provision, or submits a payment security instrument, the Operator shall immediately continue providing services, starting from

the next Gas Day after the delivery of the notification on the continuation of the services provision to the Terminal User.

(11) In all cases referred to in paragraph 7 hereof:

- a) The Terminal User shall reimburse to the Operator all costs and damages incurred by the Operator as a result of suspension or limitation and continuation of the services provision in accordance with Annex I to these Rules,
- b) The suspension or limitation of the services provision shall not release the Terminal User from its obligation to settle any outstanding due debts or debts that may arise in the future, including the Terminal use fee during the suspension of services provision and accrued default interest, and
- c) For the duration of the suspension or limitation of the services provision, the Terminal User to which the provision of services has been suspended or limited may not contract additional LNG Regasification Capacity, and
- d) The Operator may, in its notification of suspension or limitation of services provision, specify the scope of the suspension or limitation of services provision in such a way that the Terminal User is still authorized, regardless of the suspension or limitation of services, to trade on the Secondary Market in accordance with these Rules.

(12) In any case referred to in this Article, in the event of a suspension or limitation of the services provision, the Operator shall act as follows:

- (a) It shall be obliged to deliver a notice to all Terminal Users whose rights and obligations are affected by that suspension or limitation; and
- (b) It shall order, as appropriate, the Terminal User for whom the service provision has been limited or suspended, in coordination with the transmission system users taking over the gas at the exit from the Terminal, which is also the entry into the transmission system, to adjust the quantities of gas to be delivered to the transmission system by extraordinary same-day re-nomination for that day.

## **XIV. SALE OF LNG OR NATURAL GAS OF THE TERMINAL USER IN AN OPEN PROCEDURE**

### **Article 72**

(1) The Terminal User shall be obliged to regasify and/or deliver the entire LNG quantity that is located at the Terminal and that is in its possession before the expiry of the Terminal Use Agreement on any legal basis.

(2) If the Terminal User fails to regasify and/or deliver the entire LNG quantity in accordance with paragraph 1 hereof in a timely manner, the Operator shall have the right to sell, in an open sale procedure, to the best bidder, all or a part of the LNG quantity not regasified and/or the natural gas to be dispatched, on behalf of and for the benefit of the Terminal User.

(3) The gas sale referred to in paragraph 2 hereof in the open procedure shall be deemed to be a non-standard service of the Operator and shall be charged in accordance with the price list for non-standard services.

(4) After completing the open sale procedure, the Operator shall, without any delay, transfer the sales proceeds to the Terminal User, whereby it shall first settle its own claims towards the Terminal User, specifically:

- The price of the non-standard service of selling not-withdrawn LNG or natural gas,
- Any debts for the services provided during the duration of the Terminal Use Agreement,
- The cost of physical and Virtual Storage of the LNG quantity assigned to the Terminal User, corresponding to the quantity of the gas storage fee for the period from the expiry of the Terminal Use Agreement until the date the gas is sold,
- Any damages that the Operator has suffered due to the gas not being withdrawn,
- Any other claim that the Operator has had related to any service provided to the Terminal User.

## **XV. LNG DISCHARGE FROM THE FLOATING LNG STORAGE AND REGASIFICATION UNIT INTO THE LNG CARRIER OR LNG TRANSPORT TRUCK**

### **Article 73**

(1) If it intends to use non-standard services of LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Carrier or LNG Transport Truck, the Terminal User shall be obliged to:

1. When completing the form of the Annual Service Schedule plan in accordance with the Rules, inform the Operator about the intended use of the non-standard service of LNG reload,
2. When completing the form of the Monthly Service Schedule plan in accordance with the Rules, indicate the projection of the LNG Regasification Capacity and projection of reload into LNG Carriers and Arrival Windows of LNG Carriers,
3. The Terminal User shall be obliged to adjust its total discharge consisting of regasified and reloaded LNG quantities into LNG Carriers or LNG Transport Trucks with the regasification projection from the Service Schedule for Terminal Use.

(2) The Terminal User who intends to use the non-standard service of LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Carrier shall be obliged to obtain the approval of the Operator for the intended use of the above service, applying Article 43 of the Rules accordingly.

(3) The Terminal User who intends to use the non-standard service of LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Transport Truck shall be obliged to obtain the approval of the Operator at the latest within the deadline

determined by the Technical Conditions of the Terminal for LNG reload into the LNG Transport Truck.

(4) The provisions of these Rules, and especially Title IX of these Rules shall apply appropriately to the provision of the non-standard service of LNG reload from the Floating LNG Storage and Regasification Unit into the LNG Carrier, unless otherwise provided by these Rules.

#### **Article 74**

(1) The approval of an LNG Transport Truck arrival at the Terminal and reload of LNG into an LNG Transport Truck shall be carried out in accordance with the procedures prescribed by these Rules, Technical Characteristics of the Terminal, Technical Conditions of the Terminal, Technical Characteristics of the Terminal for LNG reload into an LNG Transport Truck and Commercial Conditions for LNG reload into an LNG Transport Truck.

(2) After the arrival of the LNG Transport Truck at the port, the responsible person of the port and/or the Operator and/or other person authorized by it shall have the right to carry out all prescribed examinations in order to establish and ensure that the LNG Transport Truck is compatible with the Floating LNG Storage and Regasification Unit, and the Terminal itself, whereby they shall actively cooperate with the responsible person of the company operating the LNG Transport Truck.

(3) The Terminal User shall be liable if the owner of the LNG Transport Truck fails to fulfill the conditions for the approval of the LNG Transport Truck due to which the LNG Transport Truck has not received the approval and/or has not entered the port and/or no LNG was reloaded.

(4) If all the preconditions referred to in this Article have not been met, the Operator may deny approval for the arrival of and LNG reload into the LNG Transport Truck.

#### **Article 75**

(1) During the performance of LNG discharge or reload from or to the LNG Carrier, it shall be forbidden to perform reloading into the LNG Transport Truck.

(2) After completing LNG reload, the LNG Transport Truck shall leave the Terminal as soon as possible and enable access to the Terminal to other Terminal Users, except if the competent port authority and/or the responsible person of the port issues a different order to the LNG Transport Truck, or if the Operator has approved a different procedure.

(3) The LNG reload into the LNG Transport Truck and LNG Carrier shall be carried out in accordance with the safety rules.

## **XVI. INDEMNIFICATION**

### **Article 76**

The Operator shall hold the indemnified party 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.

### **Article 77**

The Terminal User shall hold the indemnified party 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.

## **XVII. DATA PUBLICATION AND INFORMATION EXCHANGE**

### **Operational Cooperation**

#### **Article 78**

(1) The Operator shall exchange with gas market participants the data defined in the provisions of these Rules, for the purposes of booking procedures, the preparation of Service Schedules, nomination and reporting, as well as other information in accordance with the regulations governing the gas market.

(2) The exchange of data referred to in paragraph 1 hereof shall take place via the Operator's information platform and/or by e-mail, except if provided otherwise by these Rules.

### **Publishing of Information**

#### **Article 79**

(1) The Operator shall be obliged to regularly publish and update data on its website.

(2) The Operator shall publish on its website at least the following:

1. These Rules, including the Annex,
2. Technical Characteristics of the Terminal,
3. Technical Characteristics of the Terminal for LNG reload into an LNG Transport Truck,
4. Commercial Conditions for LNG reload into an LNG Transport Truck,
5. Contact details and e-mail address for data delivery and communication with energy operators,
6. Information on the Annual Capacity Booking,
7. Information on the procedure for Short-Term LNG Regasification Capacity Booking,
8. Information on the allocated and available LNG Regasification Capacity,
9. Joint Service Schedule,
10. Approved LNG Carriers list,



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11. Information about the occurrence of circumstances and/or conditions and their changes that might have an impact on regular operation and use of the Terminal,
12. Information on emergency situations and force majeure events,
13. Links to information published by the transmission system operator on the transmission system technical capacities at the Delivery Point,
14. Terminal Maintenance schedule,
15. Form of the application for access to the Operator's information platform and the form of the agreement for the use of the Operator's information platform,
16. Natural Gas Allocation Policy,
17. Decision on the Amount of Tariff Items for the Regasification of Liquefied Natural Gas,
18. Decision on the price list of the Liquefied Natural Gas Terminal Operator's non-standard services, and
19. Other information in accordance with these Rules.

(3) The Operator shall be obliged to publish on its website information in accordance with the GLE Transparency Template according to the instruction of Gas Infrastructure Europe.

(4) The Operator shall be obliged to provide all stakeholders with access to information regarding the LNG Regasification Service and the non-standard services.

(5) The Terminal User shall be obliged to submit its requests, notifications and information to the Operator in accordance with the procedures and under the conditions prescribed in these Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement.

(6) Terminal Users and the Operator shall submit their requests, notifications and information by e-mail and/or via the information system, except if the submission of original copies of the documents is required in accordance with the provisions of these Rules or the Operator's instructions.

## **Article 80**

(1) For the purposes of data exchange through the Operator's Information System, the Operator and Terminal User shall conclude the agreement on the use of the information system.

(2) After the conclusion of the agreement referred to in paragraph 1 hereof, the Operator shall assign a user account, an access password and user rights, and provide access to the Operator's information platform to the Terminal User.

(3) Requests, notifications and/or information submitted in accordance with Article 79(5) of these Rules shall be considered properly delivered if they are submitted on behalf of the Terminal User by the person appropriately authorized by the Terminal User.

(4) The Operator and the Terminal User shall be obliged to take all measures to ensure data exchange in accordance with the regulations governing the information exchange security rules.

(5) The data exchange between the Operator and the Terminal User shall be performed in the Croatian language when the Terminal User is registered in the Republic of Croatia, otherwise in the English language, except if the parties have agreed otherwise.

### **Article 81**

(1) The Operator and the Terminal User shall be obliged to inform the other party without delay about emergency situations or events or conditions that may affect the implementation of these Rules and/or the Terminal Use Agreement.

(2) If risk arises with regard to the occurrence of circumstances endangering an LNG Carrier or cargo, the lives and health of persons, property or the environment, the Terminal User or its authorized representative shall immediately after learning of such a circumstance, notify the Operator by telephone without delay, and subsequently at least every four hours, about the changes of the circumstances until the complete elimination of the danger.

## **XVIII. CALCULATION AND ACCOUNTING OF GAS LOSS AT THE TERMINAL**

### **Calculation and Accounting of Gas Loss at the Terminal**

#### **Article 82**

(1) No later than by the end of the month for the previous month, the Operator shall calculate the estimated quantity of gas loss at the Terminal per Gas Day, as follows:

Total Gas Loss of the Terminal per Gas Day shall be determined according to the following formula:

$$G^P = K^0 - K^1 + P^P - D^P - Z^P$$

Where:

$G^P$  – Total gas loss per Gas Day (kWh),

$K^0$  – LNG quantity in the Terminal at the beginning of a Gas Day (kWh),

$K^1$  – LNG quantity in the Terminal at the end of a Gas Day (kWh),

$P^P$  – LNG quantity accepted to the Terminal per Gas Day (kWh),

$D^P$  – Quantity of natural gas regasified in the Terminal per Gas Day (kWh),

$Z^P$  – Quantity of reloaded LNG (kWh).

(2) Total Gas Loss of the Terminal per Gas Year shall be determined according to the following formula:

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$$G^G = K^0 - K^1 + P^G - D^G - Z^G$$

Where:

- $G^G$  – Total gas loss per Gas Year (kWh),
- $K^0$  – LNG quantity in the Terminal at the beginning of the first Gas Day in a Gas Year (kWh),
- $K^1$  – LNG quantity in the Terminal at the end of the last Gas Day in a Gas Year (kWh),
- $P^G$  – LNG quantity accepted to the Terminal in a Gas Year (kWh),
- $D^G$  – Quantity of natural gas regasified in a Gas Year in the Terminal (kWh),
- $Z^G$  – Quantity of reloaded LNG in a Gas Year (kWh).

(3) Allowable Gas Loss shall be determined on the basis of the following formula:

$$DG^G \leq 0.02 \times P^G$$

Where:

- $DG^G$  – Allowable Gas Loss per Gas Year (kWh),
- $P^G$  – LNG quantity accepted to the Terminal per Gas Year (kWh).

(4) Unallowable Gas Loss per Gas Year shall be determined on the basis of the following formula:

$$NG^G = G^G - DG^G$$

Where:

- $NG^G$  – Unallowable Gas Loss per Gas Year (kWh),
- $G^G$  – Total Gas Loss per Gas Year (kWh),
- $DG^G$  – Allowable Gas Loss per Gas Year (kWh).

If the value of  $NG^G$  is 0 or lower, there was no Unallowable Loss in that Gas Year.

### **Article 83**

(1) The allocation of the Total Gas Loss on a business day of the Terminal, except for the days described in paragraph 2 hereof to which the formula referred to in paragraph 2 hereof applies, to each Terminal User shall be determined by the Operator on the basis of the following formula:

$$G_i^R = G^R \times \frac{R_i^n}{\sum_i^n R_i^n}$$

Where:

- $G_i^R$  – Terminal User's gas loss per Gas Day (kWh),
- $G^R$  – Total Gas Loss at the Terminal per Gas Day (kWh),
- $R_i^n$  – Total quantity of regasified and/or reloaded LNG of a certain Terminal User per Gas Day (kWh),
- $i \in [1; n]$ ,
- $n$  – Number of Terminal Users.

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(2) In cases when no LNG regasification is being carried out at the Terminal due to the fault of the Terminal User, the total Gas Loss at the Terminal per Gas Day shall be attributed to the Terminal Users responsible for disrupting the regasification process in proportion to the LNG quantity they have nominated, and shall be calculated according to the following formula:

$$G_i^N = G^N \times \frac{U_i^N}{\sum_{i=1}^k U_i^N}$$

Where:

$G_i^N$  - Gas Loss per Gas Day of the Terminal User responsible for disrupting the regasification process at the Terminal (kWh),

$G^N$  - Total Gas Loss at the Terminal per Gas Day when no regasification is carried out due to the fault of the Terminal User (kWh),

$U_i^N$  - LNG quantity nominated for LNG Regasification by the Terminal User responsible for disrupting the LNG regasification process at the Terminal (kWh),

$i \in [1; k]$ ,

$k$  - Number of Terminal Users responsible for disrupting the LNG regasification process at the Terminal.

(3) Total Gas Loss at the Terminal in situations when the provision of the Terminal's services is stopped due to the Terminal Maintenance (unless the need for this Terminal Maintenance has arisen through the fault of a Terminal User or due to force majeure) will be included in the calculation of the total Gas Loss at the Terminal per Gas Year. The Operator will, after the month following the month in which the Terminal Maintenance was carried out, perform the initial allocation of Gas Losses by Terminal Users on maintenance days in proportion to the total requested regasification capacity from the request for the Annual Service Schedule. At the end of the Gas Year, the Operator shall correct the initial allocation of Gas Losses by Terminal Users on maintenance days by carrying it out in proportion to the share of each Terminal User in the sum of total regasified and reloaded quantities.

$$G_i^O = G^O \times \frac{R_i^G}{\sum_{i=1}^k R_i^G}$$

Where:

$G_i^O$  - Gas Loss of a Terminal User per Gas Day during Terminal Maintenance (kWh),

$G^O$  - Total Gas Loss at the Terminal per Gas Day during Terminal Maintenance (kWh),

$R_i^G$  - Total quantity of regasified and/or reloaded LNG of a certain Terminal User in a Gas Year (kWh),

$i \in [1; k]$ ,

$k$  - Number of Terminal Users responsible for disrupting the LNG regasification process at the Terminal.

(4) The allocation of Total Gas Loss per Gas Year, as well as allowable and unallowable loss for each Terminal User, shall be determined by the Operator on each Gas Year on the basis of the following formula:

$$G_i^G = \sum_{i=1}^n (G_i^R + G_i^N + G_i^O)$$

Where:

$G_i^G$  – Terminal User's gas loss per Gas Year (kWh),

$G_i^R$  – Gas Loss of a Terminal User per Gas Day referred to in paragraph 1 hereof (kWh),

$G_i^N$  – Gas Loss per Gas Day of a Terminal User responsible for disrupting the regasification process at the Terminal (kWh),

$G_i^O$  – Gas Loss of a Terminal User per Gas Day during Terminal Maintenance (kWh),

$i \in [1; n]$ ,

$n$  – Number of days in a Gas Year.

$$DG_i^G \leq 0.02 \times P_i^G$$

Where:

$DG_i^G$  – Terminal User's Allowable Gas Loss per Gas Year,

$P_i^G$  – Total yearly gas quantity accepted to the Terminal for an individual Terminal User that includes transactions on the Secondary Market (kWh),

$i \in [1; n]$ .

$$NG_i^G = G_i^G - DG_i^G$$

Where:

$NG_i^G$  - Terminal User's Unallowable Gas Loss per Gas Year,

$G_i^G$  – Terminal User's gas loss per Gas Year,

$DG_i^G$  - Terminal User's Allowable Gas Loss per Gas Year,

$i \in [1; n]$ .

If the value of  $NG_i^G$  is 0 or lower, there was no Unallowable Loss in that Gas Year.

#### **Article 84**

The principles of calculation of the natural gas available at the Terminal are described in more detail in the Natural Gas Allocation Policy.

## **XIX. TRANSITIONAL AND FINAL PROVISIONS**

#### **Article 85**

On the date of entry into force of these Rules, the Rules of Operation of Liquefied Natural Gas Terminal (Official Gazette No. 34/2018, 39/20, 136/20) shall cease to be valid.

#### **Article 86**

(1) By way of derogation from Article 85 of these Rules, the Operator shall start providing non-standard services referred to in Article 9(1)(7) to (10) after the decision

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on the price list of the Operator's non-standard services, which is adopted by the Agency and which prescribes the price for the specified non-standard services, enters into force.

(2) By way of derogation from Article 85 of these Rules, in relation to all mutual claims of the Operator and Terminal Users incurred up to the date of entry into force of these Rules, the provisions of the Rules of Operation of the Liquefied Natural Gas Terminal («Official Gazette» 60/18, 39/20, 136/20) shall apply.

(3) By way of derogation from Article 85 of these Rules, Article 63 of these Rules shall apply from the date of entry into force of the General Gas Supply Conditions prescribing the application of the upper calorific value, and until then the Rules of Operation of the Liquefied Natural Gas Terminal («Official Gazette» no. 34/2018, 39/20, 136/20) shall apply to the matter of calculation of the discharged LNG.

(4) Until the entry into force of the provisions of the General Gas Supply Conditions prescribing the application of the upper calorific value, the conversion of the price expressed in EUR/MWh at upper calorific value into the price expressed in EUR/MWh at lower calorific value referred to in Article 38(7) and (10) shall be carried out by multiplying by a coefficient of 0.901.

(5) By way of derogation from Article 85 of these Rules, the provisions on the Annual Capacity Booking of these Rules (provisions of Articles 10 to 16) and the provisions on preparing the Annual Service Schedule of these Rules (provisions of Articles 24 to 27) shall apply from 1 October 2021. The Annual Capacity Booking and the procedure of preparing the Annual Service Schedule that started on the basis of the Rules of Operation of the Liquefied Natural Gas Terminal («Official Gazette» no. 34/2018, 39/20, 136/20), shall be completed in accordance with the provisions of that regulation.

(6) The Operator shall publish new forms of the Terminal Use Agreement and the Joint Terminal Use Agreement in accordance with these Rules, and the Terminal Users shall be obliged to submit to the Operator the signed agreements within 15 days from the day of entry into force of these Rules, otherwise the Terminal User concerned and/or the Operator shall have the right to terminate the existing Terminal Use Agreement and the existing Joint Terminal Use Agreement for the Terminal User concerned in accordance with the provisions of Annex I to these Rules on the stability of provisions of the Terminal Use Agreements.

(7) If Joint Terminal Users have failed to reach a joint agreement on the payment security instruments for the joint use of the Terminal for the 2021/22 gas year, or an individual Terminal User does not agree with the decision of other Joint Terminal Users, for the 2021/22 gas year, these Terminal Users who have failed to reach an agreement shall submit to the Operator payment security instruments for the Joint Terminal Use that comply with Article 42 of these Rules no later than 15 days before the expiry of the existing payment security instruments for the Joint Terminal Use.

(8) The Operator shall adopt the technical conditions of the Terminal for reloading of LNG into LNG Transport Trucks within 6 months from the date of entry into force of these Rules.

(9) By way of derogation from Article 68(1)(2) of these Rules, the Operator shall have the right to, in 2021/2022 gas year, 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 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,

(10) These Rules shall be published in the »Official Gazette« and shall enter into force on the first day following the day of their publication in the »Official Gazette«.

## **TRANSITIONAL AND FINAL PROVISIONS (RULES ON THE AMENDMENTS TO THE RULES OF OPERATION OF THE LIQUEFIED NATURAL GAS TERMINAL FROM JUNE 2022)**

### **Article 28**

By way of derogation from Article 7 of these Rules amending Article 25(2) of the Rules of Operation of the Liquefied Natural Gas Terminal (Official Gazette no. 87/2021), the deadline for the submittal of the completed form of the Annual Service Schedule for the 2022/2023 gas year shall be 1 July 2022.

### **Article 29**

These Rules shall enter into force on the first day following the day of their publication in the Official Gazette.

File no.: 002-059-IP/260-2021  
Zagreb, 30 July 2021

Director of the company  
Hrvoje Krhen

## **ANNEX I: GENERAL TERMS AND CONDITIONS OF THE LIQUEFIED NATURAL GAS TERMINAL USE**

### *Subject of the General Terms and Conditions*

#### Article 1

(1) The subject of these General Terms and Conditions is the definition of the mutual rights and obligations of the Operator and Terminal Users, as well as the establishment of conditions that shall apply to the provision of the Operator's services.

(2) Any reference in these General Terms and Conditions to the Terminal Use Agreement shall also refer to the annex to the Terminal Use Agreement, which the Terminal User may conclude with the Operator in accordance with the Rules.

(3) The limitation of liability of the Operator provided for in these General Terms and Conditions shall apply to the Operator's liability towards Terminal Users for damage, regardless of whether the Operator's liability for damage arose only due to non-compliance with obligations from the Terminal Use Agreement, or there was also non-compliance of the Operator with obligations from the Joint Terminal Use Agreement.

### *Definitions*

#### Article 2

Except if otherwise explicitly defined herein, the terms used in these General Terms and Conditions shall have meanings defined in the Rules and regulations governing energy, energy-related activities and the gas market.

### *Conclusion of the Terminal Use Agreement*

#### Article 3

(1) In order to exercise the right to receive the Operator's services, the Terminal User shall be obliged to conclude with the Operator a Terminal Use Agreement, an integral part of which shall be these General Terms and Conditions.

(2) The Terminal Use Agreement shall contain, amongst other things, specific provisions regarding:

- Information on the energy operators concluding the Terminal Use Agreement,
- The LNG Regasification Capacity allocated to the Terminal User for an individual gas year during the Terminal Use Agreement,
- Duration of the Terminal Use Agreement, and
- Other provisions as may be agreed between the Operator and the Terminal User.

### *Rights arising from the contracted service*

#### Article 4

The Operator shall be obliged to provide the contracted services in accordance with the conditions defined in the Rules, these General Terms and Conditions, the Terminal Use Agreement and the Joint Terminal Use Agreement.

### *Operator's rights and obligations*



Article 5

(1) The Operator's rights and obligations shall be regulated by the regulations governing energy, energy-related activities and the gas market, the Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement.

(2) The Operator shall be obliged to ensure the confidentiality of confidential information that has been made available to the Operator, in accordance with these General Terms and Conditions.

*Terminal User's rights and obligations*

Article 6

The Terminal User shall have the right to:

1. Access the Terminal in accordance with the provisions of the regulations governing the gas market, the Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement,
2. Use the contracted service and perform all obligations in accordance with the Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement, and
3. Trade in capacity on the Secondary Market in accordance with the provision of the Rules.

Article 7

The Terminal User shall be obliged to:

- Settle in full any due invoices issued by the Operator for the Terminal Use Fee, the price of the Operator's non-standard services, as well as other payment obligations insofar as they arise from the Terminal Use Agreement,
- Ensure the technical conditions for communication with the Operator,
- Submit to the Operator the payment security instrument in accordance with these General Terms and Conditions,
- Ensure that the delivered LNG is in accordance with the LNG Quality Specification in accordance with the Rules,
- Use the services in accordance with the approved Service Schedules in accordance with the Rules,
- Use the services in accordance with the Rules, Technical Characteristics of the Terminal, Technical Conditions of the Terminal, Technical Characteristics of the Terminal for LNG reload into an LNG Transport Truck and Commercial Conditions for LNG reload into an LNG Transport Truck,
- Notify the Operator about any changes in the circumstances that could lead to termination of the Terminal Use Agreement or that are essential for the fulfillment of obligations under the Terminal Use Agreement,
- Be responsible for the transportation and mooring of each cargo that the Terminal User is entitled to discharge at the Terminal in accordance with the Technical Characteristics of the Terminal, Technical Conditions of the Terminal and the Rules,
- Be responsible for the safe reloading into LNG Transport Trucks,
- Ensure delivery of gas at the Delivery Point, in accordance with the Rules, and

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- Guarantee the confidentiality of confidential information that have been made available to the Terminal User, in accordance with these General Terms and Conditions.

Article 8

The Terminal User shall also have other rights and obligations regulated by the regulations governing the gas market, the Rules, these General Terms and Conditions, the Terminal Use Agreement and the Joint Terminal Use Agreement.

*Terminal Use Fee*

Article 9

- (1) The Terminal User shall be obliged to pay to the Operator a Terminal Use Fee.
- (2) The Terminal User shall be obliged to pay the Terminal Use Fee referred to in paragraph 1 hereof regardless of whether it had actually used the LNG Regasification Service that corresponds to the contracted LNG Regasification Capacity.
- (3) The Terminal Use Fee shall be defined and calculated pursuant to the Methodology on Establishing the Amount of Tariff Items for the Regasification of Liquefied Natural Gas and the Decision on the Amount of Tariff Items for the Regasification of Liquefied Natural Gas adopted by the Agency.
- (4) The calculation and invoice for paying the Terminal Use Fee and the final calculation of the Terminal Use Fee, as well as the invoice issued based on such final calculation, shall be prepared and delivered by the Operator to the Terminal User within the deadlines prescribed by the Methodology on Establishing the Amount of Tariff Items for the Regasification of Liquefied Natural Gas adopted by the Agency.
- (5) If the Decision on the Amount of Tariff Items for the Regasification of Liquefied Natural Gas referred to in paragraph 3 hereof is amended, and this amendment materially affects the economic or commercial provisions of the Terminal Use Agreement, the Parties to the Agreement shall act in accordance with Article 47 of these General Terms and Conditions.

Article 10

- (1) The Terminal User shall be obliged to pay a fee to the Operator for the provided Operator's non-standard services.
- (2) The price of the Operator's non-standard services shall be determined in accordance with the Methodology on Establishing the Price of Non-Standard Services for Gas Transmission, Gas Distribution, Gas Storage, Regasification of Liquefied Natural Gas and the Public Service of Gas Supply, and the Decision on the price list of the Liquefied Natural Gas Terminal Operator's non-standard services, adopted by the Agency.
- (3) In the event of change of circumstances which materially affects the economic or commercial provisions of the contracted non-standard services, the Parties to the

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Agreement shall act in accordance with Article 47 of these General Terms and Conditions.

Article 11

The Terminal Use Fee shall be invoiced on a monthly basis in accordance with Article 12 of these General Terms and Conditions.

*Invoicing and payment*

Article 12

(1) The Operator shall deliver to the Terminal User an invoice for the services provided in the previous month no later than by the 15th day of the current month.

(2) The invoices issued by the Operator shall be settled by the Terminal User within 15 days from the day on which the Operator issued the invoice.

(3) If the last day of the deadline referred to in paragraph 2 hereof falls on a non-business day, the following business day shall be counted as the last day of the deadline.

(4) The payment obligation shall be deemed to have been performed on the date on which the money is credited on the Operator's business account.

(5) Invoices shall be delivered to the Terminal User electronically, by registered mail or courier service.

(6) The payment due deadline shall start to run on the invoice issuance date indicated on the invoice.

(7) For each day of delay in the payment of the fees, the Terminal User shall pay the statutory default interest valid for the relevant period.

*Currency*

Article 13

(1) Payment of the Terminal Use Fee and all other fees, expenses and payments, including damages, by the Terminal User to the Operator, and vice versa, by the Operator to the Terminal User, based on the Terminal Use Agreement and the Joint Terminal Use Agreement, shall be made in EUR, except when the Terminal User has its seat in the Republic of Croatia, in which case all such amounts shall be payable in HRK equivalent according to the middle exchange rate of the Croatian National Bank valid on the day of invoicing, and if no invoice is issued for a certain payment (for example, but not limited to, for the purpose of deposit payment), the middle exchange rate of the Croatian National Bank valid on the day of payment shall be applied.

(2) The amount indicated in the payment security instrument provided by the Terminal User to the Operator on the basis of the Terminal Use Agreement and/or the Joint Terminal Use Agreement (where applicable) shall be indicated in EUR, except when the Terminal User has its seat in the Republic of Croatia, in which case it shall be

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indicated in EUR, payable in HRK equivalent according to the middle exchange rate of the Croatian National Bank valid on the day of payment.

Article 14

(1) In the event of any dispute of individual items or amounts invoiced by the Operator, the Terminal User shall be entitled to deliver to the Operator a written complaint, listing the items and reasons for such disputing and the disputed amount (hereinafter: Complaint) within 7 days from the day of invoice issuance.

(2) The Terminal User shall be obliged to pay, within the due deadline, the undisputed amount of items or amounts invoiced by the Operator, and indicate the items and reasons for disputing the invoice as well as the disputed amount in the Complaint.

(3) The Operator shall adopt a decision on the Complaint at the latest within 10 days from the day of receipt of the Complaint. If the Terminal User subsequently submits data necessary for resolving the Complaint, the 10-day deadline shall be calculated from the day of delivery of the last data to the Operator.

(4) In case of acceptance of the Complaint, in whole or in part, the Operator shall submit to the Terminal User a correction-approval or a new invoice for the amount in respect of which it had accepted the Complaint.

(5) In case of non-acceptance of the Complaint, in whole or in part, the Terminal User shall be obliged to pay, without delay, the part of the invoice in respect of which the Operator has not accepted the Complaint, increased by statutory default interest from the invoice due date until payment.

Article 15

(1) All amounts specified in these General Terms and Conditions are indicated without VAT, except if otherwise stated. If VAT is calculated on any amount of the fee for the performed service that a Party pays in connection with the Terminal Use Agreement or the termination of the Terminal Use Agreement, the Party making the payment shall pay to the Party receiving the payment, in addition to the payment itself, the corresponding VAT amount.

(2) The Operator shall not be responsible for the costs and expenses that may be incurred to any third party by a Terminal User, including any and all customs and/or import duties, excise duties, transportation tax or other taxes in connection with LNG, tugs, port fees and pilot services, agent fees and all other similar expenses related to the LNG Carrier of the Terminal User, the LNG Transport Truck, the LNG of the Terminal User and/or the mooring of the LNG Carrier of the Terminal User at the Terminal.

(3) In the event that a third party makes any claim referred to in paragraph 2 hereof against the Operator, the Terminal User shall settle the third party's claim and take all necessary measures, without delay, to release the Operator from such a claim, and

reimburse it for any damage that such a third party may charge, whereby the Terminal User shall have to claims against the Operator on that basis.

*Payment security instruments*

Article 16

(1) In order to secure all payment obligations of the Terminal Users under the Terminal Use Agreement and the obligations resulting from its termination, including the obligation of indemnity, the Terminal User shall be obliged to submit to the Operator the payment security instrument in accordance with these General Terms and Conditions.

(2) The payment security instrument must be valid and in force for the entire duration of the Terminal Use Agreement and at least 60 days after the expiry of the Terminal Use Agreement, and in the event of termination of the Terminal Use Agreement, until the fulfillment of all obligations of the Terminal User (hereinafter: payment security period); whereby, if the Terminal User has contracted LNG Regasification Capacity for two or more gas years, the payment security instrument can have a period of validity in accordance with Article 19 of these General Terms and Conditions, but the Terminal User shall be obliged to renew it in accordance with Article 19 of these General Terms and Conditions.

(3) All costs related to the issuance, maintenance, maintenance in force and renewal of the payment security instrument, and the costs related to the use (activation) of the payment security instrument in accordance with these General Terms and Conditions shall be borne by the Terminal User.

(4) The Operator shall not start providing services until the Terminal User submits a payment security instrument to the Operator within the deadline and in accordance with the conditions from these General Terms and Conditions.

Article 17

(1) For services referred to in Article 7 of the Rules of Operation of the Liquefied Natural Gas Terminal, the Terminal User shall be obliged to submit to the Operator the payment security instrument in accordance with Articles 16 to 18 of these General Terms and Conditions.

(2) The Terminal User who has contracted the LNG Regasification Service in the Annual Capacity Booking procedure shall be obliged to submit a payment security instrument in the amount corresponding to at least 50% of the total fees for the Terminal use, increased by the VAT amount (if VAT is applicable) for the following gas year in the form of:

1. A cash deposit in EUR (if the Terminal User has a registered seat outside the Republic of Croatia), or in HRK (if the Terminal User has a registered seat in the Republic of Croatia), by depositing cash to the Operator's deposit account, or
2. An unconditional and irrevocable bank guarantee payable "on first demand" and "without objection", issued by a bank acceptable to the Operator, with contents

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acceptable to the Operator, which contents the Operator shall publish on its website, issued for the period of validity of at least 60 days after the end of the next gas year, whereby if the Terminal User has contracted LNG Regasification Capacity for two or more gas years, the bank guarantee can have a period of validity in accordance with Article 19 of these General Terms and Conditions, and the Terminal User shall be obliged to renew it in accordance with Article 19 of these General Terms and Conditions.

(3) 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, in accordance with the provisions of the Rules, it is obliged to submit to the Operator the Annual Service Schedule plan for the next gas year.

(4) It shall be deemed that the Terminal User has submitted the payment security instrument when the Operator receives at the address of its seat the original of the bank guarantee, or when the funds are credited to the deposit account and the Operator can dispose of such funds.

(5) The Operator shall return the payment security instrument to the Terminal User at its request, provided that the Terminal User has duly fulfilled all its obligations under the Terminal Use Agreement and in connection with it.

(6) The provisions on the payment security instrument for the services contracted in the Annual Capacity Booking procedure shall be applied mutatis mutandis to the Open Season Process.

#### Article 18

(1) For services contracted during Short-Term LNG Regasification Capacity Booking, the payment security shall amount to 100% of the total fees for the use of the Terminal for the contracted Short-Term LNG Regasification Capacity, plus VAT if VAT is applicable.

(2) The payment security referred to in paragraph 1 hereof shall be provided as:

1. A cash deposit in EUR (if the Terminal User has a registered seat outside the Republic of Croatia), or in HRK (if the Terminal User has a registered seat in the Republic of Croatia), by depositing cash to the Operator's deposit account, or
2. An unconditional and irrevocable bank guarantee payable "on first demand" and "without objection", issued by a bank acceptable to the Operator, with contents acceptable to the Operator, which contents the Operator shall publish on its website, issued for the period of validity of at least 60 days after the end of the duration of the Terminal Use Agreement.

(3) The Terminal User shall be obliged to submit to the Operator the payment security instrument referred to in this Article within the deadline in which it is, in accordance

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with the Rules, obliged to submit to the Operator a signed copy of the Terminal Use Agreement, or the annex to the Terminal Use Agreement, whichever is applicable.

Article 19

(1) If the Terminal User has contracted the LNG Regasification Service for two or more gas years, it shall be obliged to renew and submit a new bank guarantee or a cash deposit in the amount in accordance with these General Terms and Conditions no later than 15 business days prior to the start of each next gas year, in which case each bank guarantee must be issued with a validity period of one gas year, except for the last bank guarantee, which must be issued with a validity period of at least 60 days after the end of the last gas year for which the LNG Regasification Service has been contracted. Exceptionally, in the event that for a particular gas year of the Terminal Use Agreement, the Terminal User has not contracted the LNG Regasification Service (hereinafter: Gas Year without Contracted Capacity), then the bank guarantee for the gas year preceding the Gas Year without Contracted Capacity must be issued with a validity period of at least 60 days after the expiration of the gas year for which it was issued.

(2) In the case when the Terminal User has contracted the LNG Regasification Service for two or more gas years, where for a single gas year of the duration of the Terminal Use Agreement it has not contracted the LNG Regasification Service, the Terminal User shall be obliged to submit to the Operator the Capacity Allocation Guarantee in accordance with the provisions of the Rules.

(3) The procedure referred to in paragraph 1 hereof shall be repeated throughout the entire payment security period, so that the Operator has a valid bank guarantee during the entire period of payment security, in accordance with the agreed terms.

(4) The bank guarantee shall be issued in written form in the Croatian language and Latin script or via SWIFT. If the User submits a bank guarantee in a foreign language, it must submit a certified translation in the Croatian language with the original bank guarantee.

(5) In the case that the new bank guarantee is not issued and submitted to the Operator within the deadline referred to in paragraph 1 hereof, and the Terminal User also failed to, within the same deadline, provide another payment security instrument pursuant to Article 17 of these General Terms and Conditions, the Operator shall have the right to collect the bank guarantee and deposit the corresponding funds as a cash deposit to the deposit account of the Operator. This deposit shall constitute the payment security instrument until the Terminal User delivers to the Operator a new bank guarantee pursuant to Articles 16 and 17 of these General Terms and Conditions, after which the Operator shall return to the Terminal User the funds received by collecting the bank guarantee.

(6) The provision of paragraph 5 hereof shall apply accordingly also in the case the Terminal User does not submit to the Operator the Capacity Allocation Guarantee referred to in paragraph 2 hereof in accordance with the provisions of the Rules.

(7) The Operator shall not be obliged to pay to the Terminal User any interest on the deposit amount given as a payment security instrument in accordance with these General Terms and Conditions, including the deposit referred to in paragraph 5 hereof. In the event that the Operator receives interest on the deposit, such interest shall not automatically be counted into the fulfillment of the Terminal User's obligations under the Terminal Use Agreement, but it shall be added to the total deposit amount, and the Operator shall be authorized to use it under the same conditions under which the Operator is authorized to use the payment security instrument under these General Terms and Conditions.

(8) If the Terminal User fails to fulfill or is late with the fulfillment of any payment obligation arising under or in relation to the Terminal Use Agreement or as a result of its termination, including, but not limited to, the obligation to pay the Terminal Use Fee or the fee for the provided non-standard services of the Operator, or the obligation concerning indemnification, the Operator shall be entitled to collect, i.e. use the payment security instrument to settle the claim in question. The Operator shall not use the payment security for the purpose of settlement of unpaid claims of the Terminal User prior to expiry of three business days from the date of maturity of the respective claim towards the Terminal User.

#### Article 20

(1) In the case the Operator uses the payment security instrument for settlement of the Terminal User's obligations, regardless of the fact whether the payment security instrument has been used in the entire quantity or only partially, the Terminal User undertakes to deliver to the Operator a new payment security instrument, in the amount that corresponds to the amount collected on the basis of the used payment security instrument, within 10 days from the day on which the Operator used the payment security instrument.

(2) Paragraph 1 hereof shall also apply *mutatis mutandis* to the obligations of the Terminal User arising after the expiration or termination of the Terminal Use Agreement as a result of the failure of the Terminal User to fulfill its obligations under that Agreement.

(3) Without prejudice to any other rights which the Operator has pursuant to Article 20 of these General Terms and Conditions, if the Terminal User fails to deliver or renew the payment security instrument in the manner and within the deadlines prescribed in these General Terms and Conditions, the Operator shall have the right to terminate the Terminal Use Agreement in accordance with Article 39 of these General Terms and Conditions, after providing an additional fulfillment period of three business days. This is without prejudice to the remaining rights of the Operator on the basis of the Terminal Use Agreement, these General Terms and Conditions or the Rules, and in particular to the right to claim damages from the Terminal User that have arisen for the Operator as a result of terminating the Terminal Use Agreement.



*Indemnification by the Terminal User*

Article 21

(1) The indemnified parties of the Terminal User shall not be liable to the Operator for damage resulting from:

1. Any damage to the property of any indemnified party of the Operator, or
2. Any bodily injury or death (including fatal injury, illness or disease) to employees, agents or staff of the indemnified parties of the Operator or other natural persons engaged by the indemnified parties of the Operator, or
3. Any damage to the environment or environmental pollution (including fines imposed by competent authorities, also 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 of any indemnified party of the Operator, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, waste or sewerage,

Except if such damage was caused by any indemnified party of the Terminal User by intent or negligence.

(2) If any third party or indemnified party of the Operator files a claim for damages or initiates proceedings against the indemnified party of 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 indemnified party of the Terminal User from such a claim, and reimburse the damage that such person may collect, but only on condition that the damage was not caused by the indemnified party of the Terminal User by intent or negligence.

(3) If the Terminal User is using the Non-Standard Service of reloading, the Terminal User undertakes to compensate the Operator for any damage caused to any indemnified party of the Operator by the actions of the owner of the LNG Transport Truck or any other natural and/or legal person involved in the reloading of LNG into the LNG Transport Truck, which acts on behalf of the Terminal User, and for which purpose the Operator shall have the right to use the payment security instrument of this Terminal User.

*Indemnification by the Operator*

Article 22

(1) The indemnified parties of the Operator shall not be liable to the Terminal User for damage resulting from:

1. Any damage to the property of any indemnified party of the Terminal User, or
2. Any bodily injury or death (including fatal injury, illness or disease) to employees, agents or staff of the indemnified parties of the Terminal User or other natural persons engaged by the indemnified parties of the Terminal User, or
3. Any damage to the environment or environmental pollution (including fines imposed by competent authorities, also 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

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uncontrolled or illegal leakage of liquids, gas, water or other substances, which damage or pollution originated from the property of any indemnified party of the Terminal User, including spills or leaks of fuel, lubricants, oils, sealants, paints, solvents, ballasts, bilge, waste or sewerage,

Except if such damage was caused by any indemnified party of the Operator by intent or negligence.

(2) If any third party or indemnified party of the Terminal User files a claim for indemnification or initiates proceedings against the indemnified party of the Operator for compensation of damage resulting from the event referred to in paragraph 1 hereof, the Terminal User undertakes to protect and defend the indemnified party of 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 the indemnified party of the Operator by intent or negligence.

Article 23

Each party (hereinafter: first party) shall protect, defend and reimburse the other party (hereinafter: other party) (and/or any indemnified party of the Operator (when the other party is the Operator) and/or any indemnified party of the Terminal User (when the other party is the Terminal User) from any and all damages claimed from or suffered by the other party (and/or any indemnified party of the Operator (when the other party is the Operator) and/or any indemnified party of the Terminal User (when the other party is the Terminal User)) in relation to any of the following:

(i) Loss of or damage to the property of 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), and/or

(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,

To the extent that such damages arise under or in connection with the Terminal Use Agreement and are caused by intent or negligence of the first party (or, if the first party is the Operator, the indemnified parties of the Operator, and if the first party is the Terminal User, the indemnified parties of the Terminal User).

Article 24

(1) A party entitled to protection by the other party in accordance with Articles 21(2), 22(2) or 23 of these General Terms and Conditions (hereinafter: protected party), shall immediately notify the other party of any claim for indemnification in respect of which it is entitled to protection in accordance with the above Articles.

(2) The notification referred to in paragraph 1 hereof shall be submitted no later than 30 days after the protected party gains knowledge of the claim referred to in Article 21(2), 22(2) or 23 of these General Terms and Conditions.

(3) The protected party shall have the right to challenge, defend and conduct litigation (and engage legal advisers of its choice in this regard) in relation to any claim, action, lawsuit or proceeding that threatens or is initiated against the protected party, and arising out of any matter in respect of which the protected party is entitled to protection under Article 21(2), 22(2) or 23 of these General Terms and Conditions, and the reasonable costs thereof shall be subject to the said indemnification. The party that is obliged to protect the protected party shall have the right to declare the manner of legal protection against such claim, action, lawsuit or proceeding and to participate at its own expense and through legal advisers of its choice in monitoring the legal protection procedure of the protected party. The protected party shall take into account the instructions of the other party on such legal protection.

(4) The protected party shall not settle on a claim, action, lawsuit or proceeding in respect of which it has the right to protection by the other party, without the prior written consent of such other party, which consent shall not be unreasonably denied or delayed.

### *Restoration of environmental damage*

#### Article 25

(1) The Operator (or any of its Affiliates) shall have the right to take any steps that are reasonably necessary in connection with restoration of any environmental damage for which any indemnified party of the Terminal User is responsible.

(2) To the extent to which the Terminal User is responsible for environmental damage pursuant to Article 21(1)(3) of these General Terms and Conditions, the Terminal User shall indemnify the Operator (or its Affiliates) for restoration and/or clean-up costs, and the Operator (and its Affiliates) shall not be liable to the Terminal User with respect to such restoration and/or clean-up.

(3) The Terminal User shall also be obliged to indemnify the Operator or its Affiliates to the extent to which the Operator's or its Affiliates' actions cause further damage or harm, if:

1. The actions of the Operator or its Affiliates have been taken on the basis of prior written consent of the Terminal User, or
2. The Operator or its Affiliates are obliged, under the law, to undertake such restoration actions, or
3. The actions of the Operator or its Affiliates have been taken in cooperation with the Terminal User's insurance company and any relevant competent authority.

(4) Notwithstanding paragraph 3 hereof, if the Operator or its Affiliates have acted with gross negligence or intent in undertaking the actions referred to in paragraph 3 hereof, the Terminal User shall not be obliged to indemnify the Operator or any of its Affiliates to the extent in which the Operator's or its Affiliates' actions cause further damage.

(5) The performance or non-performance of any such action by the Operator (or its Affiliates) shall not release the Terminal User from any of the Terminal User's obligations under the Terminal Use Agreement and shall not affect any other rights or

legal remedies of any indemnified party of the Terminal User based on the Terminal Use Agreement or any other basis.

#### Article 26

The liability of parties on the basis of Article 21 to 25 of these General Terms and Conditions shall not be limited in regards to the amount of indemnification.

#### Article 27

(1) The Operator shall be liable to Terminal Users for the damage that arises for Terminal Users due to non-performance, limitation or suspension of the services provision, unless the non-performance, limitation or suspension of the services provision occurred due to a force majeure event, regular 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 due to any other reason not listed in this paragraph for which the Operator is not responsible (including, but not limited to, extraordinary maintenance of the Terminal if the need for such maintenance arose without the fault of the Operator).

(2) In the case referred to in paragraph 1 hereof, the Operator shall be liable to Terminal Users up to the amount of the actual damage, but not more than:

1. The amount of EUR 50,000.00 (fifty thousand Euros) per day of non-performance of services, suspension or limitation of the services provision towards all Terminal Users,
2. The amount of EUR 18,250,000.00 (eighteen million two hundred and fifty thousand Euros) in total in one gas year towards all Terminal Users, and
3. The amount of EUR 10,000,000.00 (ten million Euros) per event towards all Terminal Users.

(3) The maximum amount of liability of the Operator referred to in paragraph 2 hereof towards each individual Terminal User shall be calculated according to the following formula:

$$O = U_k / U_{sk} * I_o$$

Where:

O = The maximum amount of liability of the Operator referred to in paragraph 2 hereof towards an individual Terminal User

$U_k$  = Contracted LNG Regasification Capacity of an individual Terminal User in the gas year in which the harmful event occurred

$U_{sk}$  = Total contracted LNG Regasification Capacity of all Terminal Users in a gas year in which the harmful event occurred

$I_o$  = The amount of limitation of liability referred to in paragraph 2 hereof.

(4) The Operator shall compensate all direct losses incurred by the Terminal User due to the non-performance, suspension or limitation of the services provision caused by the performance of extraordinary Terminal maintenance, but only if the need to perform extraordinary maintenance works arose due to the fault of the Operator, whereby the limitation of liability referred to in these General Terms and Conditions shall apply.

(5) Any party (hereinafter: first party) shall compensate all direct losses incurred by the other party (hereinafter: other party) if due to the fault of the first party the need arises for the other party for maintenance works.

### *Obligations in respect of demurrage*

#### Article 28

(1) If, in relation to any duly confirmed cargo or a confirmed reload, the Actual Laytime determined in accordance with Article 49 of the Rules exceeds the Allowed Laytime due to the fault of the Operator, the Operator shall be obliged to pay a demurrage fee and expenses to the Terminal User, as follows:

- A fee for LNG Carriers with a gross capacity of up to 60,000.00 m<sup>3</sup> in the amount of EUR 23,000.00 per day, in respect of the additional time spent and/or confirmed reload,
- A fee for LNG Carriers with a gross capacity between 60,000.00 m<sup>3</sup> and 110,000.00 m<sup>3</sup> in the amount of EUR 39,000.00 per day, in respect of the additional time spent and/or confirmed reload,
- A fee for LNG Carriers with a gross capacity of over 110,000.00 m<sup>3</sup> in the amount of EUR 56,000.00 per day, in respect of the additional time spent and/or confirmed reload, and
- Reasonably documented costs actually incurred by the Terminal User during the additional time spent, provided that 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.

(2) The Operator shall confirm to the Terminal User in writing whether it accepts the justification of costs referred to in indent 4 of paragraph 1 hereof, and pay the undisputed part of the costs, and in relation to the right to collect the disputed part of the costs, the Terminal User may initiate a dispute resolution procedure in accordance with Article 49 of these General Terms and Conditions.

#### Article 29

(1) If, due to any action or omission of the Terminal User, the LNG Carrier or the LNG Carrier's master, the discharge of cargo or confirmed reload not been completed within the Allowed Laytime, the Terminal User shall pay a demurrage fee and expenses to the Operator, as follows:

- A fee for LNG Carriers with a gross capacity of up to 60,000.00 m<sup>3</sup> in the amount of EUR 23,000.00 per day, in respect of the additional time spent and/or confirmed reload,

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- A fee for LNG Carriers with a gross capacity between 60,000.00 m<sup>3</sup> and 110,000.00 m<sup>3</sup> in the amount of EUR 39,000.00 per day, in respect of the additional time spent and/or confirmed reload,
  - A fee for LNG Carriers with a gross capacity of over 110,000.00 m<sup>3</sup> in the amount of EUR 56,000.00 per day, in respect of the additional time spent and/or confirmed reload, and
  - Reasonably documented costs paid by the Operator to any other Terminal User as a result of the delay in the discharge of cargo or confirmed reload referred to in this Article, provided that the Operator submits to the Terminal User copies of the invoices, proof of payment of costs or a signed reasoned statement on the necessity and justification of these costs.
- (2) The Terminal User shall confirm to the Operator in writing whether it accepts the justification of costs referred to in indent 4 of paragraph 1 hereof, and pay the undisputed part of the costs, and in relation to the right to collect the disputed part of the costs, the Operator may initiate a dispute resolution procedure in accordance with Article 49 of these General Terms and Conditions.

Article 30

(1) In the case of occurrence of any circumstance referred to in Article 28 or 29 of these General Terms and Conditions, the demurrage fee for exceeding the Allowed Laytime shall be calculated as follows:

- a) The time period for which the demurrage fee is calculated shall begin to run as soon as the Allowed Laytime expires,
- b) Each started hour of exceedance shall be counted as one full hour of exceedance of the Allowed Laytime, and
- c) For the exceedance of the Allowed Laytime lasting less than a day, the demurrage fee shall be calculated on a pro-rata basis with regard to the amounts referred to in Articles 28 and 29 of these General Terms and Conditions governing the payment of the demurrage fee in days, calculated according to the number of hours of actual duration of the exceedance of the Allowed Laytime.

(2) The fees referred to in Articles 28 and 29 of these General Terms and Conditions may be amended annually by the Operator in line with the average annual increase in the Croatian consumer price index published by the Croatian Bureau of Statistics.

Article 31

(1) In all cases, the demurrage fee shall be paid within 20 business days from the date of receipt of the invoice and the accompanying documentation. If payment is not made within this period, the party liable to pay the demurrage fee in accordance with Articles 28 and 29 of these General Terms and Conditions shall pay statutory default interest applicable in that period to the other party.

(2) All claims for the payment of the demurrage fee shall be submitted to the other party within 180 days from the date on which the demurrage event occurred. Otherwise, the

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claiming party shall, after the expiry of this period, lose its right to claim under Articles 28 and 29 of these General Terms and Conditions.

(3) For each failure by the Terminal User to comply with the Arrival Window specified in the Approved Monthly Service Schedule, the Terminal User shall indemnify the Operator for any damages incurred due to this failure, except when such failures are a result of the Operator's actions or its omission, or a force majeure event.

(4) The Operator shall indemnify the Terminal User for damage incurred to the Terminal User due to failure of that Terminal User to comply with the Arrival Window in accordance with the Approved Monthly Service Schedule, for reasons attributable to the Operator.

(5) For each failure to comply with the requirements for unberthing from the Terminal and enabling access to the Terminal to other LNG Carriers and/or leaving the Port, the Terminal User shall indemnify the Operator for damages incurred by this failure, except when such failures are a result of the Operator's actions or omission, or when the Allowed Laytime was validly extended in accordance with the Rules without the fault of the Terminal User.

(6) In case of impossibility of the LNG Carrier to unberth from the Terminal and/or depart from the Terminal and/or leave the port due to the Operator's fault, the Operator shall indemnify the Terminal User for any damages incurred by such Terminal User.

(7) The Operator shall obtain and maintain in force the licenses, permits and authorizations required by competent authorities for the operation and maintenance of the Floating LNG Storage and Regasification Unit.

(8) The Operator shall obtain and maintain in force, for the entire duration of the Terminal Use Agreement, the licenses, permits and authorizations required by competent authorities for carrying out its obligations under the Terminal Use Agreement.

(9) For the purposes of Articles 28–31 of these General Terms and Conditions, the actions or omissions of the transmission system operator, whose responsibility is to control the introduction of regasified LNG into the transmission system, shall not be the actions or omissions of the Operator.

*Payment of Indemnity*

Article 32

(1) If any amount becomes payable to any party (hereinafter: receiving party) as indemnity by the other party (hereinafter: Paying Party) under the provisions of these General Terms and Conditions, then the Receiving Party shall submit a reasoned request and an invoice to the paying party with details of the amounts due (hereinafter: Indemnity Invoice).

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(2) The Paying Party shall, in accordance with paragraph 3 hereof, pay to the Receiving Party the amount defined in the Indemnity Invoice within 20 business days after it receives the Indemnity Invoice.

(3) All Indemnity Invoices shall be issued and paid in EUR, except when the Terminal User has a registered seat in Croatia, in which case the Indemnity Invoice amount shall be payable in HRK equivalent according to the middle exchange rate of the Croatian National Bank applicable on the date of invoice issuance.

(4) If the Paying Party disagrees with any part of the Indemnity Invoice, it shall be authorized to, within six months from receiving the Indemnity Invoice, submit to the Receiving Party a written complaint, listing the disputed amount, items and reasons for disputing (hereinafter: Indemnity Invoice Complaint). In the case of a clear error in calculation, the Paying Party shall pay the correct amount after informing the Receiving Party of the error.

(5) The Paying Party shall be obliged to settle the entire undisputed amount of the Indemnity Invoice by the due date.

(6) In the event the Parties are unable to resolve the dispute concerning an Indemnity Invoice within 20 days from receipt of the Invoice Dispute Notice, each Party may initiate a dispute resolution procedure in accordance with Article 49 of these General Terms and Conditions.

(7) After the resolution of any dispute concerning an Indemnity Invoice, the amount agreed or determined to be due shall be paid by the Terminal User or the Operator (as the case may be) to the other Party, together with the corresponding statutory default interest accruing from the original due date to the date of payment of the due amount.

(8) An Indemnity Invoice may be modified by the Party that issued it, by written notice delivered to the other Party within a period of six months after its issuance.

*Force majeure and loss of the Floating LNG Storage and Regasification Unit*  
Article 33

(1) A Party (hereinafter: Affected Party) shall not be responsible for:

1. Any failure to perform any of its obligations under the Terminal Use Agreement, or
2. Any loss or damage or delay arising from a failure, delay or omission in performing its obligations;

due to or arising from any force majeure event.

(2) Force majeure means any event and/or circumstance whose occurrence and effect is beyond reasonable control of the Parties, and the occurrence and effects of which cannot be prevented, reduced or eliminated by actions and care of a prudent Operator, i.e. a



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prudent Terminal User, and which has not occurred due to fault of any Party, whereby the force majeure event prevents any of the Parties (fully or in part) from fulfilling the obligations it has towards the other Party, in accordance with the Terminal Use Agreement.

(3) To the extent to which such events or circumstances comply with the general definition of a force majeure event as defined in paragraph 2 hereof, a force majeure event shall include, for example, the following events or circumstances:

- Atmospheric disturbances, floods, lightning, typhoons, tornadoes, hurricanes or storms of a severe nature, earthquakes, volcanic eruptions, landslides, subsidence, washouts, tidal waves, tsunamis or other natural disasters,
- Wars, blockades (of countries, ports or airports), public international trade sanctions, embargoes, insurrections, riots, acts of piracy, civil disturbances, terrorism, acts of public enemies, sabotage, invasions, revolutions, or seizure of power by military or other non-legal means,
- Any strike, lockout or industrial disturbance at a port or other facility at which the Floating LNG Storage and Regasification Unit is moored or to which or from which it departs,
- Chemical or radioactive contamination or ionizing radiation,
- Fire, accident, structural collapse or explosion,
- Collision, shipwreck, navigational and maritime hazards,
- Epidemics, plague or quarantine,
- Cyber security breach or online attack,
- Sonic boom,
- Plane crashes,
- Decisions of the Government of the Republic of Croatia adopted in accordance with the regulation governing energy in the case of disturbance in the domestic market due to unexpected or continuous shortage of energy, immediate threat to the sovereignty and integrity of the country and serious natural disasters or technological catastrophes (crisis situations) pursuant to the regulation governing energy,
- The failure, unlawful or discriminatory delay or refusal by any competent authority to grant, amend or renew the license necessary for the Operator or the Terminal User to perform its obligations under the Terminal Use Agreement, or the withdrawal, modification, cancellation or revocation by such competent authority of such a license, except if such failure, unlawful or discriminatory delay or refusal or withdrawal, modification, cancellation or revocation is caused by the fault of the Operator or the Terminal User (including a violation or breach of the terms and conditions and obligations of any existing license or other requirement),
- Nationalization, confiscation, expropriation, compulsory acquisition, seizure of any assets (including the Floating LNG Storage and Regasification Unit) by any competent authority.

Article 34

(1) As soon as possible after the occurrence of an event that a Party considers may result in a force majeure event, and in any case within three calendar days from the date of the

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occurrence of a force majeure event, the Affected Party shall notify the other Party of such force majeure event describing in reasonable detail:

1. The event giving rise to the claim of a possible or actual occurrence of a force majeure event, including but not limited to the place and time such event occurred,
2. To the extent known or ascertainable, the obligations which may be or have actually been delayed or prevented from being performed, and the estimated period during which such performance of obligations may be suspended or restricted, including the estimated extent of such restriction in the performance of obligations, and
3. The particulars of the activities that need be implemented to ensure full resumption of normal performance of obligations under the Terminal Use Agreement.

(2) The notices referred to in paragraph 1 hereof shall be supplemented and updated at reasonable intervals during the period of such a force majeure event, specifying the actions being taken to remedy the circumstances causing such a force majeure event and the date on which such a force majeure event and its effects are expected to end.

(3) The Affected Party shall make reasonable efforts to mitigate the effects of such a force majeure event and to resume normal performance of obligations under the Terminal Use Agreement, as soon as it is reasonably practicable.

*Consequences of force majeure events and the loss of the Floating LNG Storage and Regasification Unit*

Article 35

(1) To the extent in which the performance of obligations by the Affected Party is prevented or delayed due to a force majeure event, the Affected Party shall not be liable for the non-performance of such obligations for the duration of the period of a force majeure event. The Affected Party shall make reasonable efforts to mitigate the effects of a force majeure event and resume the regular performance of obligations under the Terminal Use Agreement as soon as reasonably practicable, and to the extent in which the Affected Party fails to make reasonable efforts to overcome or mitigate the effects of a force majeure event, it shall not be released from liability for damages due to any delay or failure in performance that would have been avoided by making such reasonable efforts.

(2) During the force majeure event when the Operator is the Party affected by force majeure, the Terminal User shall continue to pay the Terminal Use Fees to the Operator proportionally to the LNG Regasification Service actually provided.

(3) During the force majeure event when the Terminal User is the Party affected by force majeure, the Terminal User shall continue to pay the Terminal Use Fee to the Operator in the full amount for the first 30 days after the occurrence of the force majeure event, in the amount of 75% of the full amount for the next 30 days, and in the amount of 50% of the full amount for the remaining duration of the force majeure event.

(4) If one or more force majeure events prevent the Affected Party from performing all or a substantial part of its obligations or any of its material obligations under the

Terminal Use Agreement, or delay the performance thereof, for a continuous period of 3 months or more (hereinafter: extended force majeure event), then both Parties shall have the right to terminate the Terminal Use Agreement, by giving a 30 day notice to the Affected Party, and the consequences of such termination shall be as set out in Article 41(3) of these General Terms and Conditions.

(5) In order for a Party to have the right to terminate the Terminal Use Agreement, in addition to the conditions provided for in paragraph 4 hereof, the Terminal User must be, due to the event of force majeure, continuously prevented from using the LNG Regasification Capacity in the amount of at least 30% of the contracted LNG Regasification Capacity for that gas year for a period of 3 months or longer, in accordance with the Terminal Use Agreement.

(6) If at any time, the Floating LNG Storage and Regasification Unit:

- Becomes a total loss, the fee for use of the Terminal shall cease to be payable and the Operator may terminate the Terminal Use Agreement at the time and on the day of its loss, without leaving an additional deadline for fulfillment, or
- Is declared a constructive or compromised or arranged total loss, the fee for the use of the Terminal shall cease to be payable and the Operator may terminate the Terminal Use Agreement, without leaving an additional deadline for fulfillment, at the time and on the day on which the Floating LNG Storage and Regasification Unit's underwriters agree that it is a constructive or compromised or arranged total loss or, if such agreement is not reached with the Floating LNG Storage and Regasification Unit's underwriters, the day on which it is established by a competent court that a constructive or compromised or arranged total loss of the Floating Storage and Regasification Unit has occurred, or
- Goes missing, the fee for use of the Terminal shall cease to be payable and the Operator may terminate the Terminal Use Agreement, without leaving an additional deadline for fulfillment, at the time and on the day on which the news on the Floating LNG Storage and Regasification Unit was last heard.

(7) The consequences of terminating the Terminal Use Agreement in accordance with paragraph 6 hereof, except in the cases referred to in Article 41(1) and (2) of these General Terms and Conditions, shall be as set out in Article 41(3) of these General Terms and Conditions.

#### *Limitation or Suspension of the Services Provision*

##### *Article 36*

(1) The Operator may limit or suspend the provision of all services in cases and as regulated by the Rules.

(2) The Operator shall be entitled to limit or suspend the provision of all services also in other cases where such right or obligation is provided for under the relevant regulations of the Republic of Croatia, including but not limited to situations provided for by the regulations governing the gas market.

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(3) The Terminal User shall be obliged to fully pay the Terminal Use Fee and other applicable fees for the period in which the provision of services was limited or suspended, except in the case of:

a) Limitation or suspension of services provision due to regular maintenance works (planned and unplanned, including maintenance works related to dry mooring) lasting longer than 7 days in one gas year, whereby:

- For the first 7 days of regular maintenance works, the Terminal User shall be obliged to pay the Terminal Use Fee and other applicable fees, and
- For the remaining duration of regular maintenance works, after the expiration of the first 7 days of works in one gas year, the Terminal User shall not be obliged to pay the Terminal Use Fee and other applicable fees, unless the Operator has during that time at least partly provided the contracted services, in which case the Terminal User shall be obliged to pay the Terminal Use Fee and other applicable fees for the entire time during which the Operator provided the contracted services and in the amount of regasification capacity available to the Terminal User,

b) Limitation or suspension of services provision due to extraordinary maintenance works, whereby the Terminal User shall be obliged to pay the Terminal Use Fee and other applicable fees for the period during which the Operator provided the contracted services and in the amount of regasification capacity available to the Terminal User during such limitation or suspension of services provision,

c) Limitation or suspension of services provision due to the fault of the Operator, whereby it shall be obliged to pay the Terminal Use Fee and other applicable fees for the period during which the Operator provided the contracted services and in the amount of regasification capacity available to the Terminal User during such limitation or suspension of services provision, and

d) Limitation or suspension of services provision due to a force majeure event or loss of the Floating LNG Storage and Regasification Unit, in which case it shall be obliged to pay the Terminal Use Fee and other applicable fees in accordance with the provisions of Article 35 of these General Terms and Conditions.

(4) The Terminal User shall indemnify the Operator for all costs and damages incurred to the Operator as a result of the limitation or suspension and resumption of the provision of services due to circumstances that can be attributed to the responsibility of the Terminal User, whereby the Terminal User shall be liable to the Operator for the incurred damages up to the total amount of EUR 10,000,000.00 (ten million Euros) per event.

*Duration and cessation of the Terminal Use Agreement*  
Article 37

The Terminal Use Agreement shall be concluded for a definite period and shall be valid until the expiration of the contracted period of service provision (hereinafter: services termination date).

#### Article 38

The Parties shall be entitled to terminate the Terminal Use Agreement in the events provided for by regulations, the Terminal Use Agreement and these General Terms and Conditions.

#### Article 39

(1) The Operator may terminate the Terminal Use Agreement for the following reasons:

1. Based on mutual agreement of both Parties,
2. In cases of an extended force majeure event or loss of the Floating LNG Storage and Regasification Unit, under the conditions and with a notice period in accordance with Article 35 of these General Terms and Conditions,
3. If, due to the Terminal User's non-compliance with obligations from the Terminal Use Agreement, the Operator suspends the provision of services four or more times in one gas year of the Terminal Use Agreement duration in accordance with these General Terms and Conditions. In this case, prior to exercising the right to terminate the Terminal Use Agreement, the Operator shall request from the Terminal User in default to fulfill the Terminal Use Agreement and give it an additional period for fulfillment of no more than 10 days,
4. If the Terminal User fails to submit or renew the payment security instrument in accordance with Articles 16 to 20 of these General Terms and Conditions, with leaving an additional deadline for fulfillment in accordance with Article 20(3) of these General Terms and Conditions,
5. If the Terminal User fails to maintain in force any insurance it is obliged to maintain under the Terminal Use Agreement, with leaving an additional deadline for fulfillment of 60 days,
6. If the Terminal User breaches any of its other material obligations under the Terminal Use Agreement (including, but not limited to, the obligation to have a valid and effective license for the performance of energy activity of gas supply and/or gas trade in the Republic of Croatia for the entire duration of the Terminal Use Agreement), if the breach is not remedied within an additional deadline for fulfillment of 15 days from the day of delivery of the termination notice, or
7. If the Terminal User fails to pay any invoice within 30 days from the due date under or in relation to the Terminal Use Agreement, with leaving an additional deadline for fulfillment of 7 days.

(2) If the additional deadline for fulfillment in accordance with paragraph 1 hereof expires, and the Terminal User fails to remedy the breach of obligations, the Terminal Use Agreement shall be deemed terminated upon the expiration of the additional deadline for fulfillment.

(3) If the Operator terminates the Terminal Use Agreement due to the fault of the Terminal User, the Terminal User shall pay to the Operator the amount of:

- a) The total amount of fees for the Terminal use (excluding VAT) for the period from the termination of the Terminal Use Agreement until the end of the gas year

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following the gas year in which the Terminal Use Agreement was terminated (hereinafter: second gas year), increased by

- b) The amount corresponding to 20% of the total amount of Terminal Use Fees that the Terminal User would pay to the Operator in the period from the beginning of the gas year following the second gas year until the date of termination of services, as if the Terminal Use Agreement had not been terminated, and moreover

any damages (including indirect damages) that arise for the Operator as a consequence of the termination of the Terminal Use Agreement, in accordance with the provisions on limitation of liability under these General Terms and Conditions. The obligation to pay all amounts referred to in this paragraph shall become due on the date of termination of the Terminal Use Agreement.

(4) In order to calculate the amount that the Terminal User shall pay to the Operator in accordance with paragraph 3 hereof, the Parties shall consider the valid amount of tariff items for LNG Regasification in force at the time of the termination of the Terminal Use Agreement as if the Agreement had remained in force.

#### Article 40

(1) The Terminal User may terminate the Terminal Use Agreement for the following reasons:

1. Based on mutual agreement of both Parties,
2. In cases of an extended force majeure event, under the conditions and with a notice period in accordance with Article 35 of these General Terms and Conditions,
3. If the Operator fails to comply with any of its obligations under the Terminal Use Agreement, with leaving an additional deadline for fulfillment of 10 days, or
4. If in any calendar year of the Terminal Use Agreement, the Operator's aggregate liability towards all Terminal Users for failure to provide services exceeds EUR 10,000,000.00 (ten million Euros), and its liability towards each individual Terminal User exceeds the proportional part of the relevant maximum amount which is determined in accordance with the LNG Regasification Service contracted by such Terminal User in that calendar year in relation to the contracted LNG Regasification Services of all Terminal Users in the relevant calendar year.

(2) If the additional deadline for fulfillment in accordance with paragraph 1 hereof expires, and the Operator fails to remedy the breach of obligations, the Terminal Use Agreement shall be deemed terminated upon the expiration of the additional deadline for fulfillment.

(3) If the Terminal User terminates the Terminal Use Agreement due to the fault of the Operator, the Terminal User shall be authorized to claim from the Operator compensation of damage (excluding indirect damage) that arises for the Terminal User as a consequence of Terminal Use Agreement termination, in accordance with the provisions on limitation of liability under these General Terms and Conditions. The obligation to pay all amounts referred to in this paragraph shall become due on the date of termination of the Terminal Use Agreement.

#### Article 41

(1) If the Floating LNG Storage and Regasification Unit becomes a total loss, is declared a constructive or compromised or arranged total loss, as provided for in these General Terms and Conditions, due to the fault of the Terminal User, and therefore the Terminal Use Agreement is terminated, the consequences of such termination shall be as provided in Article 39(3) of these General Terms and Conditions.

(2) If the Floating LNG Storage and Regasification Unit becomes a total loss, is declared a constructive or compromised or arranged total loss, as provided for in these General Terms and Conditions, due to the fault of the Operator, and therefore the Terminal Use Agreement is terminated, the consequences of such termination shall be as provided in Article 40(3) of this Article.

(3) If the termination of the Terminal Use Agreement takes place before the services termination date in accordance with Article 35(4) and (6) of these General Terms and Conditions, then, except in the conditions referred to in paragraphs 1 and 2 hereof, neither Party shall have any claim against the other Party as a result of or in connection with such termination.

(4) Regardless of the termination of the Terminal Use Agreement, the payment security instrument submitted by the Terminal User to the Operator in accordance with Articles 16 to 20 of these General Terms and Conditions shall remain valid and in possession of the Operator, and the Operator shall have the right to use it in accordance with the purpose for which the payment security instrument had been given until all the obligations of the Terminal User have been fulfilled.

(5) In case of termination of the Terminal Use Agreement, the Terminal User shall be obliged to pay to the Operator the Terminal Use Fees and other applicable amounts and fees incurred for the period until the termination of the Terminal Use Agreement.

#### *Limitation of liability for damage*

#### Article 42

(1) Except when explicitly stated otherwise in these General Terms and Conditions, the total, cumulative, overall liability for damage of the Terminal User towards the Operator on the basis of or in connection with the non-compliance with an obligation under the Terminal Use Agreement by the Terminal User or the termination of the Terminal Use Agreement shall in no case exceed EUR 20,000,000.00 (twenty million Euros). The limitation of liability referred to in this paragraph shall not apply in the case of intent or gross negligence of the Terminal User.

(2) Except when explicitly stated otherwise in these General Terms and Conditions, the total, cumulative, overall liability for damage of the Operator towards all Terminal Users on the basis of or in connection with the non-compliance with an obligation under the Terminal Use Agreement by the Operator or the termination of the Terminal Use Agreement shall in no case exceed:

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- a) EUR 20,000,000.00 (twenty million Euros) towards all Terminal Users jointly, and
- b) Towards each individual Terminal User, it shall not exceed the proportion of the relevant maximum amount, which proportion shall be calculated according to the following formula:

$$O = U_k / U_{sk} * I_o$$

Where:

O = The maximum amount of limitation of liability of the Operator referred to in this paragraph 2 towards an individual Terminal User

$U_k$  = Contracted LNG Regasification Capacity of an individual Terminal User in the gas year in which an obligation under the Terminal Use Agreement was not complied with or the Terminal Use Agreement was terminated

$U_{sk}$  = Total contracted LNG Regasification Capacity of all Terminal Users in the gas year in which an obligation under the Terminal Use Agreement was not complied with or the Terminal Use Agreement was terminated

$I_o$  = EUR 20,000,000.00 (twenty million Euros).

The limitation of liability referred to in this paragraph shall not apply in the case of intent or gross negligence of the Operator.

(3) Neither Party shall be liable to the other Party for any indirect damages (including loss of earnings) caused by ordinary negligence of the Party that has caused the damage.

*Insurance*

Article 43

The Operator shall be responsible for contracting and maintaining insurance policies in respect of the Terminal and any other Operator's property which the Operator considers appropriate for insurance, including the following:

- Property insurance against all risks in respect of the moor and the pipeline,
- Hull and machinery (marine and war risks) and protection and indemnity insurance for damage in respect of the Floating LNG Storage and Regasification Unit,
- LNG cargo insurance against all risks in respect of LNG at any time such LNG or gas is in the Terminal,
- Insurance of the Operator against liability to third parties, and
- Insurance against employer's liability and/or employee compensation, if required under applicable law.

Article 44

The Terminal User shall be responsible for contracting and maintaining, at its own expense, insurance policies in respect of the LNG Carrier and any other Terminal User's property which the Terminal User considers appropriate for insurance, including the following:



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- Hull and machinery (marine and war risks) and protection and indemnity insurance in relation to any LNG Carrier,
- Comprehensive general third party liability insurance, and
- Insurance against employer's liability and/or employee compensation, if required under applicable law.

*Delivery of notifications*

Article 45

Except in cases relating to actions of which notification must be delivered in accordance with the Rules and these General Terms and Conditions, all other communication between the Parties pertaining to the Terminal Use Agreement shall be sent by regular mail or by e-mail.

*Transfer of the Terminal Use Agreement*

Article 46

(1) Trading in the LNG Regasification Capacity in the Secondary Market shall be possible in accordance with provisions of the Rules.

(2) Neither the Terminal User nor the Operator may partially or wholly transfer the Terminal Use Agreement, nor assign rights from the Terminal Use Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld if the assignee (new party) fulfills all the requirements in accordance with the Rules, these General Terms and Conditions and the Terminal Use Agreement.

(3) The limitation of the transferability of rights from the Terminal Use Agreement referred to in the preceding paragraph hereof shall not apply if the Operator cedes the claims it has towards the Terminal User under the Terminal Use Agreement to third parties for the purpose of securing the financing of the Terminal.

*Stability of the provisions of the Terminal Use Agreement*

Article 47

(1) If during the validity of the Terminal Use Agreement, the provisions of the laws and other regulations that were in force at the time of concluding the 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 excessively difficult or would cause it excessive loss, the parties to the agreement shall enter into negotiations for the purpose of possibly amending the Terminal Use Agreement to ensure the balance of interests and planned economic outcomes of the parties to the agreement that existed at the time of concluding the Terminal Use Agreement, which amendments shall be in accordance with the provisions of the concluded Terminal Use Agreement.

(2) If the parties do 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 modifications or amendments of regulations referred

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to in paragraph 1 hereof, the Terminal User shall have the right to terminate the Terminal Use Agreement.

(3) The provision of this Article shall not apply in the event of amendments to the laws and other regulations regulating employment relations, nature and environment protection, human health protection, occupational health and safety, protection of people and property safety.

(4) In case of termination of the Terminal Use Agreement on the basis of paragraph 2 hereof, the parties shall have no mutual claims as the consequence of the termination of the Terminal Use Agreement, except for the obligation to settle receivables for services provided until the moment of termination of the Terminal Use Agreement and other receivables under the Terminal Use Agreement incurred before the termination of the agreement.

*Applicable law and language of the Terminal Use Agreement and the Joint Terminal Use Agreement*

Article 48

(1) The Terminal Use Agreement and the Joint Terminal Use Agreement, as well as any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with Croatian law, excluding the application of rules on conflict of laws that would refer to the application of the law of another state.

(2) The Agreements referred to in paragraph 1 hereof shall be concluded in the Croatian and English language, and in the event of discrepancies between the text in Croatian and English, the Croatian version shall prevail.

*Disputes arising from the Terminal Use Agreement and the Joint Terminal Use Agreement*

Article 49

(1) Any dispute or claim arising out of or in connection with the Terminal Use Agreement and/or the Joint Terminal Use Agreement (hereinafter: Dispute), including any issue regarding its existence, validity or termination, shall be finally resolved by binding arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC Rules), and the arbitration panel shall consist of three arbitrators.

(2) The arbitration clause referred to in this Article shall be governed by Croatian law.

(3) Nothing in this Article shall disable or prevent the Terminal User from using legal remedies provided by mandatory Croatian law (such as legal remedies concerning the protection against unlawful actions of the Operator, provided for in the regulations governing the gas market and regulations governing energy-related activities).

*Confidentiality*

#### Article 50

(1) The Terminal User and the Operator shall be obliged as follows:

- Keep confidential and not disclose (in whole or in part) to any third party the provisions of the Terminal Use Agreement or any other information that has been disclosed to it by or on behalf of the other Party to the Terminal Use Agreement (whether orally, in writing or in some other form) in connection with the Terminal Use Agreement, except:

1. With the prior written consent of the other Party, or
2. On the basis of a request of a regulatory authority, court or other competent body, or
3. On the basis of a legal obligation,

- Not use confidential information other than for the purposes connected with the Terminal Use Agreement, and

- Ensure that its employees, members of the Management Board or Supervisory Board, shareholders, affiliates, associates, external advisors or any third person engaged by the Party, its Affiliates or its shareholders, keep secret and treat as confidential all such confidential information.

(2) Confidentiality obligations provided under this Article shall survive any cessation of the Terminal Use Agreement or transfer of the rights and obligations of the Terminal User and/or the Operator under the Terminal Use Agreement for a period of three years after such cessation or transfer of the Terminal Use Agreement.

#### *Title and risk*

#### Article 51

(1) The title to the Terminal User's LNG and gas shall not pass to the Operator at any time and shall remain with the Terminal User.

(2) The Operator shall be liable to the Terminal User for damage or loss of LNG and gas that arises or occurs during the time when LNG or gas is in the Terminal, except in the case of a force majeure event and in the case of allowable LNG loss.

(3) The liability for loss or damage of LNG, within the meaning of paragraph 2 hereof, shall pass on to the Operator at the moment when LNG crosses the Unloading Point.

(4) The liability for loss or damage of gas, within the meaning of paragraph 2 hereof, shall pass on to the Terminal User at the moment of passing the Delivery Point.

#### Article 52

The Operator shall publish the Rules and the General Terms and Conditions on its website in Croatian and English, whereby the version of the Rules and the General Terms and Conditions in Croatian shall be relevant, while the version of the Rules and the General Terms and Conditions in English shall serve for informational purposes only.