

Unofficial translation

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: 391-08/24-01/101 FILE NO.: 391-08/24-01/101 of 2 April 2025, the liquefied natural gas terminal operator, LNG Hrvatska d.o.o., adopted on 3 April 2025 the following:

RULES OF OPERATION OF THE LIQUEFIED NATURAL GAS TERMINAL

I. GENERAL PROVISIONS

Subject matter and scope

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 types and manner of providing services of the Terminal, the joint Terminal use rules, the management of the Terminal, as well as other matters related to the proper operation of the Terminal.
- (2) An integral part of these Rules are the General Terms and Conditions for the Liquefied Natural Gas Terminal Use (hereinafter: General Terms and Conditions).
- (3) These Rules have been developed and are applied according to the general principles of transparency and non-discrimination of the liquefied natural gas terminal users (hereinafter: Terminal Users), safety, reliability, as well as technical and economic efficiency of the Terminal operation.
- (4) The operator of the liquefied natural gas terminal (hereinafter: Operator), Terminal Users as well as other energy operators or participants on the gas market who intend to use the Terminal for the purpose of regasification of liquefied natural gas (hereinafter: LNG), or other purposes prescribed by these Rules, shall be obliged to apply these Rules.
- (5) Any reference to business days in these Rules shall mean business days in accordance with these Rules, and any reference to time (hours) shall mean time according to the time zone applicable to the city of Zagreb in the Republic of Croatia.

Operator's responsibility

Article 2

- (1) The Operator performs the energy-related activities of managing the Terminal, as a public service, in accordance with the regulations governing the energy sector, energy activities and the gas market.

- (2) The Operator performs the activities referred to in paragraph 1 hereof in a manner that ensures regular operation of the Terminal at the highest possible level of safety, reliability, availability and efficiency.
- (3) In the event that a situation arises within the scope of activities regulated by these Rules that is not regulated or for which a solution is not provided for in these Rules and/or relevant regulation and/or act arising from these Rules, the Operator shall be obliged to act in good faith, respecting the general principles of the regulations referred to in paragraph 1 hereof.
- (4) In any case, the Operator shall propose reasonable and clear solutions, taking into account the specific circumstances of each case, striving to reasonably protect the rights and obligations of all interested parties.
- (5) After making a decision to resolve a situation that is not regulated by regulations or acts arising from them, when necessary, the Operator shall initiate the amendment of these Rules within a reasonable period of time and shall establish appropriate principles for the future regulation of such or similar situations.

Definitions

Article 3

- (1) The terms used in these Rules shall have the meanings defined by regulations governing the energy sector, energy-related activities, maritime affairs 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:
 1. *Regasification Capacity Allocation Auction* – a bidding process in which the Operator allocates available regasification capacities based on the bids of Auction participants (hereinafter: Auction).
 2. *Auction premium* – the difference between the closing price of the capacity blocks in the bidding round in which the capacity was allocated and the initial price in the auction.
 3. *Bank acceptable to the Operator* – a bank that, at the time of issuing the financial instrument, 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, or another bank deemed acceptable by the Operator (hereinafter: bank).
 4. *Capacity block* – defined as the quantity of energy, expressed in kWh, that a Terminal User is authorized to deliver and regasify and/or reload, within a defined time period, which is determined by the type of regasification capacity.
 5. *LNG Carrier* – a vessel intended for LNG transport in accordance with applicable international and national regulations, technical standards and conditions prescribed by the Operator, and which meets all technical, safety, operational and/or other requirements (hereinafter: Carrier).

6. *Daily Nomination* – announcement of the quantity of regasified gas that the Terminal User intends to dispatch to a Delivery Point in a particular gas day.
7. *Allowable Gas Loss* – LNG loss incurred during operational processes at the Terminal, which may amount to a maximum of 2% of the total discharged LNG quantities.
8. *Physical Storage* – temporary LNG storage in the Terminal tanks necessary for the provision of services and maintenance of the operational functionality of the Terminal.
9. *Annual Regasification Capacity* – the total LNG regasification capacity, expressed in kWh, that a Terminal User can use in a particular gas year based on the Terminal Use Agreement, and in accordance with the valid legislative and by-law regulations that regulate the Terminal operation.
10. *Annual Service Schedule* – mandatory annual service schedule in which, for each Terminal User, the projection of regasification capacity, as well as the arrival times of Carriers with the listed cargo quantities for the following gas year are indicated.
11. *Croatian Integrated Maritime Information System* – system providing electronic operations 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 to or from the port (hereinafter: CIMIS).
12. *Final Load Report* – a document that represents the surveyor's official record of the completion of the LNG loading into the Carrier, at the port of loading, and which contains at least data on the quantity and quality of the loaded LNG.
13. *LNG Transport Truck* – a road vehicle equipped with systems for the safe loading, transport and unloading of LNG, which meets all technical, safety and legal requirements prescribed by relevant national and international regulations governing the transport of dangerous goods (hereinafter: Truck).
14. *Spot Cargo Regasification Capacity* – LNG regasification capacity that the Operator makes available to the Terminal User for the use of spot cargo receipt and which is booked regardless of the Annual Regasification Capacity.
15. *Commercial Conditions for LNG Reload into an LNG Transport Truck* – a document regulating the commercial conditions of LNG reload into a Truck (hereinafter: Commercial Conditions of Reload into a Truck).
16. *Terminal User* – a gas trader or gas supplier who has concluded a Terminal Use Agreement with the Operator.
17. *LNG Quality* – a set of technical and chemical parameters that define the acceptable limits and characteristics of LNG for discharge, storage, regasification and dispatch from the Terminal, including, but not limited to, gas composition, energy value, temperature, pressure and other relevant parameters.
18. *Port Charges* – financial obligations borne by the Terminal User for the use of port infrastructure and services, including, but not limited to, fees for berthing and

unberthing, anchoring, use of port facilities, waste handover, piloting, towing, agency and forwarding and other related services, which are prescribed by applicable regulations and/or tariffs of the competent port authority, as well as all other costs related to a carrier that is mooring or is berthed or leaving the Terminal, or in connection with its cargo.

19. *Port* – special purpose port – Industrial Port LNG Terminal, Omišalj–Njivice.
20. *LNG Heel* – the minimum LNG quantity, expressed in m³, which includes the technically necessary gas quantities to keep the Terminal system operational and which must be available in the Terminal tanks at all times so that the Operator could properly operate the Terminal.
21. *Monthly Service Schedule* – schedule of the use of Terminal services by an individual Terminal User for a particular month of the gas year, which defines the exact date of carriers arrival, cargo quantities, regasification nominations and the use of other Terminal services, in accordance with the Annual Service Schedule, contractual obligations and technical capabilities of the Terminal.
22. *Surveyor* – an independent expert hired by the Terminal User who boards a Carrier and/or the FSRU to independently verify and impartially confirm that all gas measurement and analysis devices and equipment are certified and calibrated, and to verify and confirm the quality and quantity of discharged cargo and compile the Final Load Reports.
23. *Discharge Order* – a document issued by the Terminal User requesting discharge of a certain LNG quantity from the Carrier to the Terminal or reload from the Terminal to the Carrier, expressed in m³.
24. *Unallowable Gas Loss* – loss of LNG at the Terminal that exceeds the allowable loss.
25. *Adverse Weather and/or Metocean Conditions* – conditions which, according to the Regulation on Order in the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice, and/or at the order of the responsible person of the port or the competent port authority, represent such circumstances which, according to the Croatian Meteorological and Hydrological Service's forecast charts, either at the Carrier's time of arrival and/or during its stay, delay or prevent the Carrier from boarding the pilot at the pilot station and/or from mooring at the Terminal location and/or from starting discharge and/or from continuing discharge, including conditions in which the master of the Carrier or master of the FSRU, or the competent port authority or the responsible person of the port, assesses that it is not safe to moor or stay with the Carrier at the Terminal location.
26. *Off-Specification LNG* – LNG that deviates in quality and does not meet the conditions prescribed by these Rules.
27. *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 (hereinafter: Terminal User's Indemnified Party).

28. *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 (hereinafter: Operator's Indemnified Party).
29. *Terminal maintenance* – a set of regular and extraordinary activities which at a minimum include inspections, repairs, equipment replacements, cleaning, adjustments and dry dock activities, as well as other necessary actions, which are carried out to ensure the safe and reliable operation of the Terminal, preserve the functionality, durability and technical integrity of the Terminal's systems, equipment and infrastructure, in accordance with applicable technical standards, regulatory requirements and regulations.
30. *Operator of the Floating LNG Storage and Regasification Unit* – entity responsible for the management, supervision and maintenance of the Floating LNG Storage and Regasification Unit, ensuring its technically correct functioning and compliance with applicable technical, safety and regulatory requirements, in accordance with the contract concluded with the Operator (hereinafter: FSRU Operator).
31. *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.
32. *Boil-Off Gas* – gas created by the process of gasification of a part of the LNG due to temperature changes, pressure changes or other operating conditions at the Terminal.
33. *Gas Dispatch* – the process of delivering regasified LNG from the Terminal to the Delivery Point, in accordance with technical requirements and/or contractual obligations.
34. *Piloting Station* – the place of the pilot boarding, i.e. the place from which the piloting of the Carrier to the Terminal is coordinated, and which is a coastal piloting station or a port piloting station.
35. *Gas Day* – a period of 24 hours beginning at 06:00 AM of day D and ending at 06:00 AM of day D+1.
36. *Floating LNG Storage and Regasification Unit* – a vessel that serves for the receipt, storage and regasification of LNG, as well as dispatch of natural gas into the transmission system (hereinafter: FSRU).
37. *Natural Gas Allocation Policy* – rules establishing the principles of calculation of natural gas available at the Terminal, which are adopted by the Operator.
38. *Shipping Agent* – legal or natural person registered in the Register of Shipping Agents in accordance with the regulations governing maritime affairs, who is authorized to perform, on behalf of the principal, maritime agency activities related to the arrival, stay and departure of Carriers from the Port, including the necessary administration of the Carrier and its cargo and the exchange of data and documents.
39. *Reload* – procedure in which LNG is discharged from the Terminal to a Truck or Carrier.

40. *Lender* – a Terminal User who temporarily lends a certain LNG quantity to another Terminal User (borrower), with the obligation to return, in accordance with the joint Terminal use rules.
41. *Borrower* – a Terminal User who temporarily borrows a certain LNG quantity from the Lender, including gas loss, in accordance with the joint Terminal use rules.
42. *Borrowed LNG quantity* – a certain LNG quantity, including gas loss, that the Lender temporarily lends to the Borrower, based on the joint Terminal use rules.
43. *Notice of Readiness* – a certificate issued by the master of a Carrier stating that the Carrier is ready to discharge cargo, in accordance with the Technical Conditions of the Terminal.
44. *Affiliates* – contractual partners, subcontractors, suppliers, contractors and other entities who, based on a contract, agreement or business cooperation, participate in the business activities of a Terminal User related to the use of the Terminal services, regardless of the form and duration of the engagement.
45. *Returnable LNG Quantity* – the total LNG quantity, including gas loss, which the Borrower is obliged to return to the Lender, in accordance with the joint Terminal use rules.
46. *Regulation on Order in the Special Purpose Port – Industrial Port LNG Terminal, Omišalj-Njivice* – regulation on order in the port, which prescribes the conditions and method of maintaining order in the port, and which is adopted by the Operator (hereinafter: Regulation on Order in the Port).
47. *Regulation on determining the class and quantity of dangerous substances that can be handled in the port – Industrial Port LNG Terminal, Omišalj-Njivice* – regulation on determining the class and quantity of dangerous substances 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 areas where such substances will be handled, and which is adopted by the Operator (hereinafter: Regulation on Handling of Dangerous Substances in the Port).
48. *Discharge* – operational activity of LNG discharge from a Carrier to the Terminal, in accordance with technical and safety rules.
49. *Estimated Time of Arrival (ETA)* – the projected arrival date and time of a Carrier at the pilot station from which piloting towards the Terminal port will commence, which is regularly updated in accordance with actual navigation conditions and reporting obligations, in accordance with the regulations governing maritime affairs, these Rules and the Technical Conditions of the Terminal.
50. *Business Day* – every day except Saturdays and Sundays, holidays, non-working days and public holidays established by regulations.
51. *Registered Terminal User* – a gas trader or gas supplier who has concluded a registration agreement with the Operator, but who has not been allocated regasification capacity and/or does not use the Terminal services (hereinafter: Registered User).

52. *Secondary Market* – market on which Terminal Users can trade booked regasification capacities, the rights to use booked regasification capacities and/or LNG quantities located in the Terminal among themselves, in accordance with these Rules.
53. *Safety Checklist* – a document that is used before and during cargo discharge operations, made in accordance with valid maritime regulations, international conventions and industry guidelines, and which records the procedure for checking the prescribed prerequisites for the start of cargo discharge, and which is signed by the responsible persons of the Carrier, port and the FSRU.
54. *Vessel Traffic System* – the body responsible for monitoring, managing and organizing all maritime traffic in inland sea waters, territorial sea and the protected ecological and fishing zone of the Republic of Croatia, authorized to provide services prescribed by the provisions of regulations governing maritime affairs, and which has the ability to interact with marine facilities and react in changing navigational circumstances, and whose task is to establish a traffic and navigational flow in which all participants in maritime traffic achieve the set goals while meeting the conditions of navigation safety, environmental protection and compliance with regulations governing navigation (hereinafter: VTS)
55. *Standard Cargo Lot* – LNG quantity between 65,000 m³ and 140,000 m³.
56. *Damages* – all claims, liabilities, obligations, losses, deficiencies, penalties, actions, lawsuits, external and other costs and compensation of any kind, excluding loss of profit.
57. *Technical Characteristics of the Terminal for Reload into a Truck* – a document adopted by the Operator, which determines the technical and operational specifications of the Terminal in relation to LNG reload into a Truck (hereinafter: Technical Characteristics of the Terminal for Reload into a Truck).
58. *Technical Characteristics of the Terminal* – a document adopted by the Operator, which determines the technical and operational specifications of the Terminal (hereinafter: Technical Characteristics of the Terminal).
59. *Technical Capacity of the Terminal* – the maximum regasification capacity that can be dispatched to the transmission system in a certain period of time, under conditions of normal and safe operation of the Terminal, in accordance with technical specifications, operational limitations and applicable regulations.
60. *Technical Conditions of the Terminal for Reload into a Truck* – a document adopted by the Operator, which contains detailed descriptions of the technical terms and conditions that apply to the Terminal User and Trucks, and which relate to Truck approval, arrival and connection to the Terminal, reload procedures, and other Terminal use conditions (hereinafter: Technical Conditions of the Terminal for Reload into a Truck).
61. *Technical Conditions of the Terminal* – a document adopted by the Operator, which contains detailed descriptions of the technical terms and conditions that apply to the Terminal User and Carriers, and which relate to Carrier approval, arrival of Carriers to the port, mooring, berthing and unberthing, discharge procedures, and other Terminal use conditions (hereinafter: Technical Conditions of the Terminal).

62. *Cargo* – the LNG quantity being discharged to the Terminal or the LNG quantity being reloaded from the Terminal to a Carrier, i.e. LNG quantity being reloaded from the Terminal to a Truck.
63. *Delivery Point* – the point at which the Terminal's connection gas pipeline is connected to the transmission system, which simultaneously represents the exit from the Terminal and the entrance to the transmission system, and is also the point at which the Operator delivers regasified LNG to Terminal Users.
64. *Reload Point* – the point where the inlet flange on the Carrier connects to the outlet flange on the hose used for LNG reload, which is also the point where the Operator hands over the LNG to the Terminal User.
65. *Discharge Point* – the point where the outlet flange on the Carrier connects to the inlet flange on the hose used for LNG discharge, and is also the point where the Terminal User hands over the LNG to the Operator.
66. *Terminal Use Agreement* – an agreement concluded between the Operator and a Terminal User, which regulates mutual rights and obligations regarding technical, commercial and operational conditions in relation to the allocated regasification capacity and the use of Terminal services.
67. *Joint Terminal Use Agreement* – an agreement concluded between the Operator and all Terminal Users that regulates the rights and obligations in relation to the joint Terminal use, including the conditions and manner of joint use of the Terminal system and infrastructure, coordination of activities and operations, allocation of costs and responsibilities, as well as other matters related to the joint Terminal use.
68. *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 internal use and the difference in measurements.
69. *LNG Regasification* – the process of transition of LNG from liquid to gaseous aggregate state.
70. *Virtual Storage* – a system that enables Terminal Users to administratively record and manage stored LNG quantities in the Terminal, without actual physical separation or allocation of space in Terminal tanks, and in accordance with the joint Terminal use rules.
71. *Internal Use* – the quantity of natural gas or LNG that the Operator uses for the technological needs of the Terminal, including, but not limited to, operating systems, maintaining the LNG Heel, managing Boil-Off Gas, operating losses and other necessary technological and operational processes.
72. *Arrival time* – the exact time of the Carrier's arrival at the pilot station from which piloting to the port of the Terminal is carried out.
73. *Laytime* – the time frame within which a Carrier is at the Terminal berth to perform operations related to the Terminal services, in accordance with the approved Service Schedule and Technical Conditions of the Terminal.

74. *Joint Terminal Use* – the manner of Terminal organization and management in which several Terminal Users jointly arrange the schedule of carrier arrivals and the use of LNG regasification, storage and discharge, i.e. reload capacities, on the basis of the Terminal Use Agreement and the Joint Terminal Use Agreement, while respecting the technical capabilities of the Terminal, these Rules and procedures, and the provisions governing mutual relations between Terminal Users and the Operator.

75. *Remaining cargo* – LNG quantity remaining in the Carrier's tanks before cargo is loaded at the last port of loading.

76. *Final Discharge Report* – a document representing the Surveyor's official record of the completion of the cargo discharge operation from the Carrier to the Terminal or cargo reload from the Terminal to the Carrier, which contains at least data on the cargo quantity and quality.

II. TERMINAL DESCRIPTION

Technical Characteristics of the Terminal

Article 4

- (1) The Terminal shall include at least the following:
 1. Floating unit - FSRU carrier “LNG Croatia” and accompanying systems and equipment for LNG discharge and production of electricity,
 2. A moor, consisting of a dock and berth, high-pressure loading/unloading arms and other pipe and shut-off fittings,
 3. A pigging station and the distribution pipeline DN 1000 PN 100,
 4. Other facilities, infrastructure and equipment that are necessary and serve for the operation, management and maintenance of the Terminal.
- (2) After concluding the Terminal Use Agreement, the Operator shall be obliged to provide the Terminal User with the Technical Conditions of the Terminal and the Technical Conditions of the Terminal for Reload into a Truck.
- (3) The Terminal User shall be obliged to comply with the Technical Conditions of the Terminal and the Technical Conditions of the Terminal for Reload into a Truck in accordance with the prescribed obligations.
- (4) In the event of significant changes to the Technical Conditions of the Terminal, the Operator shall be obliged to ensure that these changes do not cause disproportionate changes in the business conditions of the Terminal Users or their acquired subjective rights, nor significantly hinder their fulfillment of obligations, in accordance with these Rules.

Development of the Terminal

Article 5

- (1) The Operator shall be obliged to draw up a Terminal Capacity Development Plan in accordance with the regulations governing the energy sector, energy-related activities, the gas market, maritime affairs and construction. The Operator shall carry out the Terminal development in accordance with the Terminal Capacity Development Plan.
- (2) In the case of an increase in the Terminal capacity due to an increase in the technical capacity of the transmission system, upgrading of the Terminal and/or other technical and/or regulatory reasons, the Operator can offer the expanded capacity for booking through an Auction or in another non-discriminatory and transparent way.

Connection of the Terminal with 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 the energy sector, energy activities and the gas market.
- (2) The Operator and the transmission system operator shall regulate mutual rights and obligations, including, but not limited to, procedures for management, communication, data exchange and maintenance of interconnected gas systems, in order to ensure technically correct, safe, reliable and efficient operation of interconnected gas systems.
- (3) The operators referred to in paragraph 2 hereof shall cooperate to ensure the efficient use of the interconnected systems capacities, taking into account the integrity and operation of the systems and avoiding the creation of restrictions in the Terminal operation.

III. OPERATOR SERVICES

Types of services

Article 7

- (1) The Operator shall provide the following services to Terminal Users:
 1. LNG Regasification Service,
 2. Non-Standard Services.
- (2) The LNG Regasification Service is a unique and inseparable whole consisting of the following connected and interdependent actions:
 1. Acceptance, arrival and mooring of the Carrier at the Terminal,
 2. LNG discharge to the Terminal,
 3. Physical and virtual storage,
 4. Regasification, and
 5. Gas dispatch to the Delivery Point.
- (3) The Operator shall provide the following Non-Standard Services:
 1. Regasification capacity transfer on the Secondary Market,
 2. Recording of LNG trade on the Secondary Market,
 3. Sale of LNG or liquefied gas of Terminal Users in an open procedure,
 4. Emptying the Terminal tanks,
 5. Reload of LNG from the Terminal into a Truck,
 6. Reload of LNG from the Terminal into a Carrier,
 7. Extraordinary inventory at the user's request.

(4) The Operator shall be obliged to provide the services referred to in this Article in accordance with the provisions of these Rules and other acts regulating the provision of the Operator's services, or regulating maritime affairs, acting in good faith as a conscientious Operator, while applying the general principles of transparency and non-discrimination towards the Terminal Users.

(5) When performing its activities, the Operator shall ensure the safety, reliability, technical and economic efficiency of the Terminal operation, acting with the level of skill, care and foresight that is reasonably and normally expected of a professional and experienced Operator.

Joint Terminal use

Article 8

(1) The Operator may provide the services referred to in Article 7 hereof, provided that the Terminal Users who have contracted these services use the Terminal jointly, in accordance with the rules governing joint Terminal use.

(2) The rules, conditions and obligations of Terminal Users regarding the joint Terminal use are regulated by these Rules, the Terminal Use Agreement and the Joint Terminal Use Agreement, as well as other acts of the Operator regulating the implementation of operational and security procedures regarding the Terminal use.

(3) Terminal Users shall be obliged to harmonize their mutual rights and obligations regarding the joint Terminal use, in accordance with the regulations and acts referred to in paragraph 2 hereof, and to apply them in accordance with the aforementioned regulations.

(4) The Operator shall not be responsible for the consequences of joint Terminal use arising from the actions and/or omissions of a Terminal User which affect the rights and interests of another Terminal User.

(5) The Operator may be liable for the consequences of joint Terminal use only in cases where liability arises from these Rules, the Terminal Use Agreement, the Joint Terminal Use Agreement or other applicable regulations of the Republic of Croatia.

Registration agreement

Article 9

(1) A gas supplier or gas trader that has a valid license for the performance of energy activity, in accordance with the regulations of the Republic of Croatia, who wishes to undertake activities regulated by these Rules, shall be obliged to conclude a registration agreement with the Operator as a prerequisite for participation in Auction procedures and the Terminal capacities allocation, as well as other services.

(2) A gas supplier or gas trader may at any time submit an application to the Operator for the conclusion of the agreement referred to in paragraph 1 hereof. With the

application, the applicant shall be obliged to submit to the Operator the following documentation:

1. An excerpt from the court register or a power of attorney for representation, certified by a notary public,
 2. A copy of the valid license for the performance of energy activity of gas supply and/or gas trade, issued by the Croatian Energy Regulatory Agency (hereinafter: Agency), and
 3. Financial documentation proving the financial capacity and/or planned sources of financing for the proper settlement of the Terminal capacity use fee, or other documents required by the Operator, including, but not limited to, financial reports, solvency reports, etc.
- (3) Before concluding the agreement referred to in paragraph 1 hereof, the Operator shall, in an objective and non-discriminatory manner, verify and assess whether the applicant meets the criteria referred to in paragraph 2 hereof.
- (4) The Operator shall reject the applicant's application when any of the following conditions are not met:
1. The applicant is not registered as a legal entity in the Republic of Croatia or is not authorized to represent and/or does not have a valid license for the performance of energy activity,
 2. The applicant has not submitted financial documentation or has submitted incorrect and/or incomplete documentation,
 3. The submitted financial documentation does not prove financial solvency and/or does not provide sufficient assurance that the applicant is financially capable of regularly paying the Terminal capacity use fee, or
 4. The applicant had already been a terminal user, but the agreement was terminated because it did not properly fulfill the obligations under the Terminal Use Agreement.
- (5) By concluding the agreement referred to in paragraph 1 hereof, the gas supplier or gas trader shall accept the provisions of these Rules and other acts regulating the rights, obligations and conditions of use of the Operator's services, and shall undertake to act in accordance with them when performing all activities covered and regulated by these Rules.
- (6) A Registered Terminal User shall be obliged to act in good faith, fulfill its contractual obligations and contract the Operator's services in accordance with these Rules and other applicable acts.
- (7) When performing activities, the Registered Terminal User, i.e. the Terminal User, must at all times act with the care and skill reasonably expected of a responsible and professional user in the same or similar circumstances.
- (8) A Registered Terminal User who intends to use Terminal services shall be obliged to have regasification capacity acquired through an auction or on the secondary market and conclude a Terminal Use Agreement with the Operator.

(9) An interested party that is not a Registered Terminal User, but intends to participate in the capacity allocation Auction, shall be obliged to submit to the Operator an application for concluding the agreement referred to in paragraph 1 hereof no later than 60 days before the start of the Auction it wishes to participate in.

(10) As an exception to the deadline referred to in paragraph 9 hereof, the Operator shall have the right to consider the application and conclude an agreement with the applicant even in cases where the application was submitted after the expiry of the prescribed deadline, provided that the applicant submits complete and correct documentation that enables the Operator to carry out a quick and unhindered verification of the fulfillment of the conditions referred to in paragraph 4 hereof.

IV. LNG REGASIFICATION SERVICE

CHAPTER 1

Regasification Capacity Booking

Types of regasification capacity

Article 10

(1) The Operator shall offer available capacity for booking as the following types of regasification capacity:

1. Annual Regasification Capacity, and
2. Spot Cargo Regasification Capacity.

(2) The Operator shall form available capacity, regardless of the type of regasification capacity, into capacity blocks which it shall make available to Terminal Users for booking, in accordance with these Rules.

(3) The Operator shall form capacity blocks in a way that ensures optimal use of the Terminal system and regasification capacities, as well as economic sustainability and operational efficiency when providing Terminal services.

(4) The Operator shall publish information on its website about available regasification capacity, including information on any available capacity blocks.

Regasification Capacity Allocation Auction

Article 11

- (1) The Operator shall offer available capacity for booking to interested parties through Auctions with successive price increases.
- (2) The Operator shall conduct Auctions on the Auction platform according to the principles of transparency, non-discrimination, objectivity and equality.
- (3) In the event that there is interest for available and/or additional capacity, or when there is Terminal capacity congestion and the conditions for offering unused capacity are met, the Operator shall conduct an Auction for available capacity booking.
- (4) As a rule, on the first working Tuesday in February each year, the Operator shall conduct the Annual Regasification Capacity Allocation Auction, and shall conduct the Spot Cargo Regasification Capacity Allocation Auction when the conditions for this are met, in accordance with these Rules.
- (5) The Operator shall be obliged to publish on its website, no later than 30 days before the start of the Auction, information on the Auction, including the conditions of participation and the manner of conducting the Auction, and other relevant information about the Auction in question.
- (6) By way of exception to paragraph 5 hereof, for a Spot Cargo Auction, the Operator shall be obliged to publish information on the Auction and other relevant information about the Auction in question on its website no later than 7 days before the start of the Auction.
- (7) The notification about the capacity that is the subject of the Auction shall contain at least information about the total capacity that is the subject of the Auction, the capacity blocks, the price, the Auction schedule and the start and duration of each individual bidding round.
- (8) The Operator shall conduct the Spot Cargo Regasification Capacity Allocation Auction only when the Spot Cargo Regasification Capacity allocation does not affect:
 1. The efficient, optimal, safe and economically justified operation of the Terminal, and
 2. The rights and obligations of the Operators and Terminal Users, arising from the Annual Service Schedule.
- (9) By way of exception to the provision of paragraph 8(2) hereof, the Operator shall be authorized to conduct the Spot Cargo Regasification Capacity Allocation Auction in the following cases:
 1. If all Terminal Users whose service schedules could be affected by such capacity allocation, have previously provided their express consent to the Operator, or
 2. In the event of disturbances on the gas market that threaten the security of gas supply in the Republic of Croatia.
- (10) The form and deadlines for the expression and delivery of consent referred to in paragraph 9 hereof shall be regulated, in an appropriate manner, by applying the provisions of the Rules governing the procedure for changing the Annual Service Schedule.

Request to participate in the Auction

Article 12

- (1) A Registered Terminal User or a Terminal User who intends to participate in the Auction shall be obliged to submit to the Operator, no later than 15 days before the start of the Auction, a request for participation in the Auction and an appropriate Auction participation guarantee.
- (2) The Operator shall have the right to refuse participation in the Auction to an interested party in the following cases:
 1. The applicant submitted the request outside the prescribed deadline,
 2. The applicant is not a Registered Terminal User or a Terminal User,
 3. The applicant has not submitted the Auction participation guarantee or has submitted an inadequate guarantee, and/or
 4. The applicant failed to supplement and/or correct the request and/or Auction participation guarantee within the subsequent deadline set by the Operator.
- (3) The Operator shall be obliged to provide access to the Auction platform to all interested parties who meet the conditions for participation in the Auction.
- (4) The Operator shall not be responsible for difficulties or limitations in accessing the Auction platform, if the difficulties or limitations are caused by circumstances beyond its jurisdiction and/or control.

Auction participation guarantee

Article 13

- (1) The Auction participation guarantee is a security instrument by which the applicant who intends to participate in the Auction insures the fulfillment of obligations assumed in the Auction, including the timely settlement of financial obligations arising from the Auction.
- (2) The interested party shall submit the Auction participation guarantee to the Operator no later than by the deadline referred to in Article 12(1) of these Rules.
- (3) If the applicant fails to submit the guarantee within the prescribed deadline, in the prescribed amount and/or form, the Operator shall deny the interested party access to and participation in the Auction.
- (4) The Auction participation guarantee must be submitted in the form, with content and validity period prescribed by this Article, whereby the applicant may submit the guarantee in the following form:
 - A cash deposit in EUR by depositing cash to the Operator's account, and/or
 - An unconditional and irrevocable bank guarantee payable "on first demand" and "without objection", issued by a bank acceptable to the Operator and with content acceptable to the Operator.

(5) The amount of the guarantee for access to the Auction is set at EUR 1,000,000.00, with a validity period of at least 60 days after the date of the Auction.

(6) The Operator shall not be obliged to pay interest on the cash deposit referred to in paragraph 4 hereof. If the Operator receives interest on the deposit, it shall be credited to the total amount of the deposit and used under the same conditions as the Auction participation guarantee.

(7) All costs in relation to the Auction participation guarantee, including but not limited to costs associated with the issuance, management and activation of the guarantee, shall be borne by the applicant.

(8) The Operator shall return the Auction participation guarantee to the applicant who has not been allocated regasification capacity in the Auction, within 7 business days from the date of completion of the Auction.

(9) The Operator shall return the Auction participation guarantee to the applicant who has been allocated regasification capacity in the Auction, within 7 business days from the date of delivery of the Terminal use guarantee or, where applicable, 7 business days from the date of delivery of the future Terminal use guarantee.

(10) The Operator shall have the right to retain and collect the Auction participation guarantee in the event that the applicant violates the provisions of these Rules, including, but not limited to:

- Failure to comply with obligations assumed in the Auction,
- Failure to provide the Terminal use guarantee,
- Failure to provide the future Terminal use guarantee,
- Failure to provide a signed Terminal Use Agreement, and/or
- Failure to provide a signed accession form for the Joint Terminal Use Agreement.

(11) In the event that a certain circumstance related to the Auction participation guarantee is not regulated by this article, the rules governing payment security instruments for the Terminal use shall apply accordingly.

Regasification capacity allocation in an Auction

Article 14

(1) Auction participants shall submit bids for one or more available capacity blocks during each bidding round. The bid must include the number of capacity blocks for which the participant is bidding, with the price of the capacity blocks increasing successively, depending on the level of demand, starting from the starting set price P_0 .

(2) Within the deadline referred to in Article 11(5), the Operator shall announce the starting price P_0 for the capacity block in a particular gas year. The starting price P_0 shall be determined as the product of the amount of energy of an individual capacity block and the tariff item for the LNG regasification, in accordance with the valid decision of

the Agency determining the tariff items for the liquefied natural gas regasification. In addition to the starting price P_0 , the Operator shall also announce a predetermined amount by which the price shall increase in each bidding round.

(3) The bid of an individual participant for the number of capacity blocks in any bidding round may not exceed the total number of capacity blocks offered in that bidding round.

(4) A bidder shall be authorized to submit a bid in a particular bidding round only if it has submitted a bid in the immediately preceding bidding round.

(5) In each bidding round, a participant shall have the right to submit a bid for a lower, higher or the same number of capacity blocks compared to the bid submitted in the previous bidding round.

(6) After the closing of a particular bidding round, no modification, withdrawal or change of already submitted valid bids shall be allowed. All valid bids shall become binding for the Auction participant and represent its obligation to book the regasification capacity in the requested quantity, if it is allocated to it.

(7) During each bidding round, Auction participants may enter, modify or withdraw their bids, provided that the changed bids meet the requirements referred to in paragraph 3 hereof. A bid submitted during a bidding round shall remain valid until the Auction participant modifies or withdraws it within the same bidding round.

(8) Upon the closing of each bidding round, the Operator shall, within the shortest reasonable period of time, inform the participants of the total demand for that bidding round.

(9) The Auction shall be concluded if the total demand of all Auction participants at the end of the first bidding round is equal to or lower than the total number of capacity blocks offered in that Auction.

(10) If the total demand of all Auction participants at the end of the first or any subsequent bidding round exceeds the number of capacity blocks offered in that Auction, a new bidding round shall be opened with a starting price equal to the price from the previous round, increased by a predetermined price amount.

(11) If during the Auction there is a bidding round in which the total demand of the participants is lower than or equal to the total number of capacity blocks offered in that bidding round, all requested capacity blocks shall be allocated to the participants in accordance with their bids at the price determined for that bidding round.

(12) In the last allocation step, the remaining capacity blocks shall be allocated exclusively to participants whose total allocated capacity blocks to that point did not reach the number of capacity blocks they requested in the last bidding round in which demand exceeded supply.

(13) The allocation of the remaining capacity blocks shall be carried out on the basis of the bids submitted in the last bidding round in which the demand exceeded the supply. Capacity blocks shall be allocated to participants in accordance with the order in which bids were submitted in that round, according to the submission timestamp,

whereby priority in allocation shall be given to the participant who submitted the bid earlier.

(14) The remaining capacity blocks shall be allocated to participants in accordance with the rules set out in paragraphs 12 and 13 hereof, at the price from the last bidding round in which the demand exceeded the supply.

(15) After the Auction is concluded, each Auction participant shall book from the Operator the allocated regasification capacity at the closing price of the allocated capacity blocks.

(16) The capacity block price at the time of its use shall be calculated as the product of the amount of energy of the capacity block and the tariff item for LNG regasification valid during the period of capacity use, increased by the auction premium.

(17) After the end of the Auction, the Operator shall be obliged to inform the Agency about the results of capacity allocation based on the Auction.

Terminal Use Agreement

Article 15

(1) The Operator shall be obliged, no later than 5 business day from the end of the Auction, to deliver a written notification of the allocated capacity to the Auction participant to whom the regasification capacity has been allocated and invite it to conclude a Terminal Use Agreement.

(2) If the Auction participant does not have a previously concluded Terminal Use Agreement, the Operator, together with the invitation to conclude the Terminal Use Agreement, shall submit the Terminal Use Agreement and an accession form for the Joint Terminal Use Agreement.

(3) In the event that capacity was allocated in the Auction to an existing Terminal User, the Operator shall submit to it an annex to the Terminal Use Agreement, which regulates the rights and obligations in relation to the regasification capacity allocated in the relevant Auction.

(4) The Auction participant to whom capacity has been allocated shall be obliged, without delay, and no later than 15 days from the delivery of the invitation to conclude the Terminal Use Agreement, to sign the agreement or an annex to the Terminal Use Agreement and deliver it to the Operator together with the appropriate payment security instrument for Terminal use, or the appropriate payment security instrument for future Terminal use, where applicable.

(5) If an Auction participant submits to the Operator an incomplete or incorrect agreement and/or if there are deficiencies in the submitted payment security instrument, the Operator shall request from the Auction participant to eliminate the deficiencies and submit a corrected or amended agreement and/or an appropriate payment security instrument, within 3 business days at the latest.

(6) The deadline referred to in paragraph 5 hereof shall begin to run from the moment the Operator delivers a written request to the Auction participant for correction or amendment of the agreement and/or payment security instrument.

(7) In the event that the Auction participant submits documentation and/or an appropriate payment security instrument after the expiry of all deadlines prescribed by this article, the Operator reserves the right, at its own discretion, to accept or reject the agreement and/or payment security instrument submitted outside the prescribed deadline.

(8) If the Operator accepts the agreement and/or payment security instrument delivered beyond the deadline, it shall be obliged, without delay, to inform the Auction participant that the Terminal Use Agreement, or the annex to the Terminal Use Agreement, is considered validly concluded and has entered into force.

(9) Upon receipt of the signed Terminal Use Agreement and the appropriate payment security instrument from the Terminal User, the Operator shall be obliged to deliver to the Terminal User, without delay, and no later than within five business days, its signed copy of the Terminal Use Agreement and/or the annex to the Terminal Use Agreement.

(10) At the moment of concluding the Terminal Use Agreement, a Registered Terminal User shall become a Terminal User who acquires the right to use the LNG regasification service, in the quantity of the allocated regasification capacity and in accordance with the service schedule, provided that it has acceded to the Joint Terminal Use Agreement in a timely manner.

Payment security instrument for Terminal use

Article 16

(1) The payment security instrument for Terminal use is a security instrument that the Auction participant to whom regasification capacity has been allocated delivers to the Operator for the purpose of securing the fulfillment of obligations arising from the Terminal Use Agreement, including, but not limited to, the timely payment of the Terminal use fees.

(2) The guarantor shall be obliged to deliver the payment security instrument for Terminal use to the Operator no later than 15 days from the date of delivery of the invitation to conclude the Terminal Use Agreement.

(3) The payment security instrument for Terminal use must be delivered in the form, with the content, amount and validity period, as well as meet other conditions prescribed by these Rules and the General Terms and Conditions.

(4) The Operator shall have the right to activate and collect from the amount of the payment security instrument for Terminal use in cases that include, but are not limited to:

1. When the Terminal User fails to submit a signed Terminal Use Agreement or Joint Terminal Use Agreement, in accordance with these Rules,

2. When the Terminal User irregularly fulfills or fails to fulfill the obligations assumed under the Terminal Use Agreement,
3. When the Terminal User is late in paying the Terminal use fees,
4. When the Terminal User cancels the undertaken obligations arising from the Terminal Use Agreement, and/or
5. In other cases that represent a violation of these Rules and/or the Terminal Use Agreement.

Payment security instrument for future Terminal use

Article 17

(1) The payment security instrument for future Terminal use is a security instrument that the Auction participant to whom regasification capacity has been allocated delivers to the Operator for the purpose of securing the fulfillment of obligations arising from the Terminal Use Agreement.

(2) The payment security instrument for future Terminal use shall be delivered to the Operator instead of the payment security instrument for Terminal use in the cases prescribed in paragraph 3 hereof.

(3) The payment security instrument for future capacity use shall be delivered in cases where the Auction participant has been allocated regasification capacity for a gas year that does not immediately follow the current gas year.

(4) The guarantor shall be obliged to deliver the payment security instrument for future Terminal use no later than 15 days from the date of delivery of the invitation to conclude the Terminal Use Agreement.

(5) The payment security instrument for future Terminal use must be delivered in the form, with the content, amount and validity period prescribed by these Rules and the General Terms and Conditions, whereby the Operator shall publish on its website an example of content that is acceptable for the payment security instrument.

(6) If, during the term of the Terminal Use Agreement, the Terminal User has allocated capacity for one or more gas years, followed by a period of one or more gas years in which it has no allocated capacity, and then again a period of gas years in which it has allocated regasification capacity, it shall be obliged to deliver to the Operator appropriate payment security instruments in accordance with the following rules:

1. For all immediately upcoming gas years in which the Terminal User has allocated regasification capacity, it shall be obliged to deliver to the Operator a valid payment security instrument for Terminal use, in accordance with the provisions of the Rules governing the payment security instrument for Terminal use.
2. For the period during which the Terminal User does not have allocated capacity, it shall be obliged to deliver to the Operator a payment security instrument for future Terminal use, in accordance with the provisions of the Rules governing the payment security instrument for future Terminal use.

(7) In the event of circumstances referred to in paragraph 6 hereof, the Terminal User shall be obliged to submit the payment security instrument for future Terminal use no later than 30 days before the end of the last gas year immediately preceding the period of gas years in which the terminal user does not have booked regasification capacity.

(8) The Operator shall be obliged to return the security instrument for future Terminal use within 5 business days from the date on which the Terminal submits a valid Terminal use guarantee, for the first gas year in which the use of the booked regasification capacity will begin, after a period during which the Terminal User had no booked regasification capacity.

(9) The Operator shall have the right to activate and collect from the amount of the payment security instrument for future Terminal use in cases that include, but are not limited to the following situations:

- When the Terminal User fails to submit the security instrument for Terminal use for the gas year in which it has allocated capacity, in accordance with these Rules,
- When the Terminal User cancels the undertaken obligations arising from the Terminal Use Agreement, and/or
- In other cases that represent a violation of these Rules and/or the Terminal Use Agreement.

(10) All costs in relation to the payment security instrument for future Terminal use, including but not limited to costs associated with the issuance, management and activation of the security instrument for future Terminal use, shall be borne by the guarantor.

(11) In the event that a certain circumstance related to the payment security instrument for future Terminal use is not regulated by this article or the General Terms and Conditions, the rules governing payment security instruments for the Terminal use shall apply accordingly.

CHAPTER 2

Joint Terminal use

Joint Terminal Use Agreement

Article 18

(1) Based on the rules governing the joint Terminal use, the Terminal Users shall regulate their mutual rights and obligations in order to harmonize interests and define the terms of use of services, while ensuring safe, efficient and uninterrupted Terminal operation.

- (2) A Terminal User shall be obliged to accede to the existing Joint Terminal Use Agreement, concluded between the Operator and the Terminal Users who already jointly use the Terminal, unless otherwise specified in these Rules.
- (3) The accession to the Joint Terminal Use Agreement shall be considered acceptance of all terms and conditions of that agreement, whereby the new Terminal User, at the time of accession, shall have no right to stipulate amendments to the content of the agreement.
- (4) The Operator shall deliver to the new Terminal User an accession form for the Joint Terminal Use Agreement, and the new Terminal User shall be obliged to deliver the signed accession form to the Operator no later than 15 days from the date of delivery of the invitation to conclude the Terminal Use Agreement.
- (5) The Joint Terminal Use Agreement shall be considered validly concluded and shall produce legal effects for the Terminal User from the moment it is signed by the Operator.
- (6) The Operator will deny the Terminal User the possibility to use the services until the Terminal User accedes the Joint Terminal Use Agreement and submits an appropriate joint Terminal use guarantee, in accordance with the provisions of these Rules.
- (7) If, in an Auction for Spot Cargo Regasification Capacity, the regasification capacity is allocated to a Registered Terminal User who is not a party to the Joint Terminal Use Agreement, that Terminal User shall be obliged, without delay, to accede the Joint Terminal Use Agreement in accordance with these Rules.

Amendments to the Joint Terminal Use Agreement

Article 19

- (1) Terminal Users shall be authorized to propose amendments and/or supplements to the Joint Terminal Use Agreement, provided that the amendments do not jeopardize the safety, efficiency or uninterrupted operation of the Terminal and are in accordance with the provisions of these Rules.
- (2) The Operator shall be authorized to propose amendments and/or supplements to the valid Joint Terminal Use Agreement in order to harmonize the agreement with amendments to these Rules or other applicable regulations.
- (3) Terminal Users and/or the Operator shall be obliged to prepare a proposal of a new Joint Terminal Use Agreement in cases where circumstances arise that significantly change or significantly affect the basic conditions, rights or obligations established by the valid Joint Terminal Use Agreement.
- (4) In the case referred to in paragraph 1 or 3 hereof, Terminal Users shall submit a proposal for amendments and/or supplements to the existing agreement, or a proposal for a new Joint Terminal Use Agreement, to the Operator for verification and approval.
- (5) The Operator shall review amendments and/or supplements to the Joint Terminal Use Agreement, or a proposal of a new agreement, to determine:

1. Whether the agreement enables simultaneous provision of services to all Terminal Users in a non-discriminatory manner,
 2. Whether it ensures efficient, uninterrupted and safe operation of the Terminal,
 3. Whether the agreement proposal is in line with the rights and obligations of the Terminal Users, the rights and obligations of the Operator and the provisions of these Rules, and
 4. Whether the proposed amendments are in line with the applicable laws, regulations and technical standards governing the operation of the Terminal.
- (6) The Operator shall consider the submitted proposal with due care and, if it determines that there are no obstacles, shall give its consent to the agreement.
- (7) Amendments and/or supplements to the Joint Terminal Use Agreement, or a new Joint Terminal Use Agreement, shall enter into force and produce legal effects from the moment they are signed by all Terminal Users and the Operator.

Joint Terminal use guarantee based on an agreement between Terminal Users

Article 20

- (1) The joint Terminal use guarantee is a security instrument that serves to cover the obligations and possible damages of a Terminal User towards other Terminal Users, arising from the Joint Terminal Use Agreement and the joint Terminal use rules, including, but not limited to, obligations of timely cargo delivery, the return of borrowed LNG quantities, and compensation for damages incurred due to failure to fulfill contractual and legal obligations.
- (2) Terminal Users can agree that they do not need the joint Terminal use guarantee.
- (3) The Terminal Users can agree on a guarantee that they jointly consider appropriate, provided that it is not contrary to these Rules and/or the Joint Terminal Use Agreement.
- (4) Terminal Users shall be obliged to submit to the Operator a notification of the reached agreement regarding the joint Terminal use guarantee no later than 15 days after receipt of the Annual Service Schedule.
- (5) The notification referred to in paragraph 4 hereof must contain a list of Terminal Users who have reached an agreement, as well as other relevant information related to the agreement reached regarding the joint Terminal use guarantee.
- (6) Terminal Users who have reached a mutual agreement on the joint Terminal use guarantee shall be obliged to submit to the Operator an annex to the Joint Terminal Use Agreement regulating the obligations regarding the joint Terminal use guarantee, no later than 30 days before the start of the gas year.
- (7) In the event that Terminal Users fail to reach an agreement on the need and/or terms of the joint Terminal use guarantee within the prescribed deadline, they shall be

obliged to submit to the Operator a joint Terminal use guarantee in accordance with Article 21 of these Rules.

(8) A new Terminal User who is acceding to the existing Joint Terminal Use Agreement shall be obliged to negotiate in good faith with the existing Terminal Users in order to reach an agreement on the joint Terminal use guarantee.

(9) In the event that a new Terminal User has booked the Spot Cargo Regasification Capacity, on the basis of which it is acceding to the existing Joint Terminal Use Agreement, it shall be obliged, within 15 business days from the date of signing the Joint Terminal Use Agreement, to submit to the Operator a notification of the agreement reached regarding the joint Terminal use guarantee or the corresponding joint Terminal use guarantee in accordance with Article 21 hereof, unless it has agreed on a different deadline with the Terminal Users, of which deadline it shall notify the Operator in writing.

Joint Terminal use guarantee in the event of lack of agreement between Terminal Users

Article 21

(1) In the event that the Terminal Users have not reached an agreement on the joint Terminal use guarantee and/or have not submitted a notification of the agreed joint Terminal use guarantees, the Operator shall, no later than 10 business days after the expiration of the deadline for the delivery of the notification of agreement in regard to the joint Terminal use guarantee, as set out in Article 20(4) of these Rules, submit to each Terminal User who has not reached an agreement a request for the submission of a bank guarantee that meets the following conditions:

1. The bank guarantee must be unconditional, irrevocable, payable “on first demand” and "without objection", issued by a bank that the Operator considers acceptable,
2. Must be in the amount determined as the product of the average cargo of that Terminal User for the following gas year, expressed in energy units (kWh), and the market price of natural gas on the day falling 7 business days before the deadline for submitting the Annual Service Schedule Plan for the following gas year referred to in Article 26(4) hereof, published on the website of the CEGH gas hub (CEGH yearly futures settlement price),
3. The bank guarantee must be valid during the entire gas year to which it relates or 60 days after the scheduled arrival of the last Carrier, according to the Annual Service Schedule of that user, for that gas year, whichever is later,
4. The content of the guarantee must be in accordance with the conditions required by the Operator.

(2) The Terminal User in whose favor the bank guarantee should be provided, shall have the right, in whole or in part, to waive the right to collection from the bank

guarantee in question in favor of another Terminal User, who shall be obliged to provide the bank guarantee in accordance with the provisions of this Article.

(3) In the case referred to in paragraph 2 hereof, the user's right to waive shall be limited to an amount that cannot exceed the amount obtained in accordance with paragraph 1(2) hereof, multiplied by the share of the total planned regasification capacity of that Terminal User in the following gas year in relation to the total planned regasification capacity of all Terminal Users in the following gas year.

(4) The Operator may request the Terminal User to submit a bank guarantee in an amount lower than the amount prescribed in paragraph 1 hereof, provided that:

1. It receives a written statement from one or more Terminal Users in whose favor the bank guarantee should be delivered, waiving their right to collection from the bank guarantee, in whole or in part, whereby the amount of the bank guarantee may only be reduced to the amount specified in the waiver statement,
2. The total amount of the reduced guarantee is not lower than the amount required to cover the obligations towards Terminal Users who have not waived the right to collection from the guarantee, whereby their amount of coverage shall be calculated in an appropriate manner applying the rules from paragraph 3 hereof.

(5) In the event of application of the rules from this article, the bank guarantee must be delivered to the Operator no later than 15 days before the beginning of the next gas year.

(6) The Terminal User shall be obliged to renew the bank guarantee in a timely manner so that the Operator has a valid guarantee during the entire period in which the rules from this article apply.

LNG borrowing and return rules

Article 22

(1) Joint Terminal use is based on the principle of LNG borrowing and return, whereby the Terminal User who has its own LNG quantities stored in the Terminal tanks, as the Lender, lends LNG to the Terminal User who does not have its own LNG quantities stored in the Terminal tanks at that moment, as the Borrower.

(2) LNG borrowing is carried out with the aim of enabling the use of Terminal services by those Terminal Users who do not currently have their own LNG in the Terminal tanks.

(3) The LNG lending and return rules apply accordingly to all services offered by the Operator.

(4) The Terminal User to whom LNG has been lent shall be obliged to return the borrowed LNG quantity in accordance with the conditions, quantities, deadlines and procedures prescribed by these Rules and the Joint Terminal Use Agreement.

(5) The Operator shall be obliged to keep accurate and up-to-date records of all LNG borrowing and return between Terminal Users, whereby the records of virtually stored, borrowed and returned LNG quantities shall be measured and recorded in energy value.

(6) All Terminal Users shall be required to comply with the LNG borrowing and return rules, with the aim of maintaining safe, uninterrupted and efficient operation of the Terminal, and preventing disruption and/or harmful consequences for the Terminal Users and/or the Operator.

(7) The Operator shall restrict the application of the rules from this Article in cases where the application of the LNG borrowing and return rules may lead to or has led to a threat to the uninterrupted, efficient and/or safe operation of the Terminal.

(8) In the event referred to in paragraph 7 hereof, the Operator shall be obliged to inform all Terminal Users of such an event without delay.

Obligation to submit evidence of the contracted LNG delivery

Article 23

(1) A Terminal User who, in accordance with the Annual Service Schedule, plans to borrow LNG from other Terminal Users, and at the same time does not plan to return the borrowed LNG quantities within a period longer than 60 consecutive days, shall be obliged to submit to the Operator documentation that unequivocally proves that the conditions for using regasification capacities have been met.

(2) The documentation referred to in paragraph 1 hereof must contain:

1. Documents proving the existence of a valid LNG sale and purchase agreement concluded with the LNG supplier, and
2. Evidence of timely contracted delivery of LNG quantities sufficient for the return of all borrowed LNG quantities.

(3) In the case referred to in paragraph 1 hereof, the Terminal User shall be obliged to submit the documentation referred to in paragraph 2 hereof no later than 60 days before the beginning of the gas year in which it intends to use the LNG regasification capacity in the described manner.

(4) If the Terminal User fails to comply with the provisions of this Article, it shall be deemed to have violated the obligation to deliver all cargo determined by the Annual Service Schedule.

(5) In the case referred to in paragraph 4 hereof, the Terminal User shall be liable to the Operator and other Terminal Users in accordance with the rights to compensation for damages regulated by the joint Terminal use rules.

Procedure in the event of failure to meet obligations arising from joint Terminal use

Article 24

- (1) A Terminal User who has knowledge that it will not deliver cargo properly or fulfill another obligation arising from the shared Terminal use, shall be obliged to promptly notify the Operator of such circumstances.
- (2) The Terminal User shall be obliged to submit the notification referred to in paragraph 1 hereof immediately upon becoming aware of the circumstance or failure, and no later than seven days before the planned arrival of the Carrier at the Terminal and/or the due date of another obligation arising from its service schedule.
- (3) Immediately upon receipt of the notification referred to in paragraph 1, the Operator shall be obliged to notify all Terminal Users whose rights and obligations may be affected by such failure.
- (4) In the event of a failure referred to in paragraph 1 hereof, the Operator shall, at the request of the Terminal Users, activate the joint Terminal use guarantee of the Terminal User responsible for the failure, provided that it possesses the bank guarantee referred to in Article 21 of these Rules.
- (5) Each Terminal User who believes that it has the right to collection and to the corresponding part from the bank guarantee, shall be obliged to submit a request for collection to the Operator, which must contain:
 1. An irrevocable instruction to the Operator to collect a bank guarantee due to breach of obligations in connection with the joint Terminal use,
 2. The amount that the user requests for collection from the bank guarantee.
- (6) After receiving the collection request, the Operator shall check:
 1. Whether the applicant is also a Terminal User who, in accordance with the service schedule, is using the regasification capacity or reload service, in the period from the arrival of the Carrier that failed to deliver the cargo properly until the arrival of the next Carrier at the Terminal, and
 2. Whether the applicant has retained its right to collection from the bank guarantee.
- (7) If the Operator determines that the conditions referred to in paragraph 6 hereof are met, it shall be obliged to collect the bank guarantee without delay in the amount stated in the request, but not higher than the amount specified in:
 1. The Joint Terminal Use Agreement; or
 2. The agreement of Joint Terminal Users referred to in paragraph 14 hereof.
- (8) The Operator shall be obliged to collect the bank guarantee at the request of each Terminal User who meets the conditions set out in paragraph 6 hereof, except for the Terminal User responsible for the failure, and pay the amount to the Terminal Users in question, but in total up to the amount of the collected bank guarantee.

(9) The Terminal User responsible for the failure shall be obliged to compensate all claims of the Terminal Users for damage caused by the failure, which have not been settled by collection from the bank guarantee.

(10) The Operator shall act exclusively as a proxy of the Terminal Users in the process of collecting the bank guarantee and shall not assume responsibility for:

1. Violation of the Terminal User's obligations from the Joint Terminal Use Agreement,
2. The bank's refusal to pay the bank guarantee,
3. Damage related to exchange rate differences, currency conversions when collecting a bank guarantee and/or payment to the damaged Terminal User,
4. Other aspects related to the bank guarantee and/or possible damage incurred in connection with the collection from the bank guarantee.

(11) The Operator shall not determine the validity of the collection request nor shall it be required to obtain the consent of other Terminal Users for the collection of the bank guarantee.

(12) The responsibility for the accuracy of the data and the validity of the request for collection of the bank guarantee shall be borne by the Terminal User who submitted the request for collection.

(13) In the case when the bank guarantee has been used or when amendments to the bank guarantee are necessary for other reasons, including but not limited to the adjustment of the amount and/or validity period, the Terminal User shall be obliged to submit a new or amended bank guarantee within 15 days from the occurrence of the event that requires the amendment.

(14) By way of exception from the rules on the method of activation of the joint Terminal use guarantee described in this Article, the Terminal Users shall have the right, within 24 hours after the Operator has submitted the notification of the failure referred to in paragraph 3 hereof, to agree on the method of activation of the guarantee in question or an alternative method of gas compensation, including, but not limited to, the purchase of replacement gas at a virtual trading point in the Republic of Croatia.

(15) In the case referred to in paragraph 14 hereof, the Terminal Users shall be obliged, within the prescribed period, to conclude a written agreement containing at least the procedure, amounts and terms of payment in relation to the activation of the joint Terminal use guarantee, and submit it to the Operator for approval.

(16) The agreement shall only have legal effect if approved by the Operator, and the terms of the agreement may not be contrary to the rights and obligations of other Terminal Users or the Operator.

(17) In the event that Terminal Users, by agreement referred to in paragraph 14, agree on compensation by way of gas compensation at the virtual trading point, they shall be obliged to inform the Operator of the following:

1. Full name and EIC code of the Borrower who returned the borrowed LNG quantity,

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

CHAPTER 3

Service Use Schedule

Service Schedule

Article 25

- (1) The Operator shall prepare a Service Schedule with the aim of ensuring coordinated, efficient and safe use of the Terminal capacities, taking into account the requirements of all Terminal Users and the technical capabilities of the Terminal.
- (2) The Service Schedule ensures transparency and predictability in the provision of services and enables Terminal Users to plan activities related to the use of the allocated regasification capacities and/or LNG reload.
- (3) By adopting a Service Use Schedule, the Operator ensures:
 1. The optimal use of regasification capacities, while reducing potential restrictions and interruptions in service provision,
 2. Adherence to the principle of non-discrimination among Terminal Users, ensuring equal access to services,
 3. Planning and execution of the Operator's operational activities, including technical maintenance and safety checks of Terminal systems,
 4. Coordination of the dynamics of LNG borrowing and return between Terminal Users,
 5. Compliance with the Operator's contractual obligations towards Terminal Users, and
 6. Compliance with regulations governing the Terminal operation.
- (4) The Operator shall be obliged to prepare:
 1. Annual Service Schedule for each individual Terminal User,
 2. Joint Annual Service Schedule for all Terminal Users,
 3. Monthly Service Schedule for each individual Terminal User,
 4. Joint Monthly Service Schedule for all Terminal Users.

(5) When preparing the Service Schedule, the Operator shall be obliged to take all reasonable measures to ensure that the return of borrowed LNG quantities is carried out in a timely and orderly manner for the purpose of fulfilling the rights and obligations of all Terminal Users, all in accordance with these Rules.

(6) Terminal Users shall be obliged to act in accordance with the established Service Schedules, and ensure the timely and orderly implementation of all activities related to the services, in compliance with the conditions and within the deadlines specified in the Service Schedules.

(7) Failure to comply with the Service Schedule shall constitute a breach of obligations and entail the liability of the Terminal User, in accordance with the rules governing violations of the provisions on joint Terminal use.

Annual Service Schedule Plan

Article 26

(1) No later than by 15 March of each calendar year, the Operator shall be obliged to deliver to Terminal Users a form for the Annual Service Schedule Plan for the following gas year, indicating the planned dates of regular annual Terminal maintenance and the maximum total allowed Daily Nomination per days of the following gas year.

(2) The Terminal User shall prepare the Annual Service Schedule Plan taking into account the Technical Conditions of the Terminal and its own needs for using the Terminal services, all in accordance with the rules and deadlines prescribed by these Rules.

(3) When preparing the Annual Service Schedule Plan, Terminal Users shall be obliged to take into account the technical conditions and limitations of the Terminal, including:

1. A minimum time of 48 hours between the departure of a Carrier and the arrival of a new Carrier at the Terminal,
2. A timeframe for determining the Carrier's arrival within a range of four days,
3. Regasification rate which must be higher than the minimum and lower than the maximum allowed regasification rate,
4. Technical limitations of the transmission system capacity at the delivery point,
5. Other technical and safety conditions and restrictions necessary for the safe, efficient and uninterrupted Terminal operation.

(4) The Terminal User shall be obliged to submit to the Operator the Annual Service Schedule Plan for the following gas year, no later than by 15 April of the current year.

(5) The plan must contain at least the following information:

1. Planned dates of arrivals of the Carriers at the Terminal, indicated in a four-day timeframe, broken down by months and days of the gas year,

2. Planned cargo quantities, expressed in kWh, for each planned Carrier,
 3. A projection of the LNG regasification capacities, expressed in kWh, broken down by months and days of the gas year.
- (6) The Operator shall be authorized, based on the requests of all Terminal Users who plan to use Terminal services in the following gas year, to set a different deadline than the deadline prescribed in paragraph 4 hereof, if there are justified circumstances for this. In such a case, the Operator shall, without delay, provide written notice to all relevant Terminal Users, indicating the new deadline for the submission of the Annual Service Schedule Plan.
- (7) No later than two business days after the deadline referred to in paragraph 4 hereof, or the deadline referred to in paragraph 6 hereof, when applicable, the Operator shall be obliged to check whether the Annual Service Schedule Plans have been submitted in accordance with the provisions of this article.
- (8) In the event that a Terminal User has not submitted the plan or if the submitted plan is not in compliance with the prescribed conditions, the Operator shall notify the Terminal User of the identified omission or non-compliance and shall set a further deadline of two business days for the submission, correction and/or supplementation of the Annual Service Schedule Plan.
- (9) After all Terminal Users submit Annual Service Schedule Plans, including any corrections or supplements, the Operator shall check the mutual compliance of all Terminal Users' plans, with particular emphasis on:
1. The existence of overlaps in Carrier arrival times,
 2. Potential regasification capacity congestions,
 3. Identification of other deficiencies that could affect the efficient, safe and uninterrupted operation of the Terminal,
 4. Identification of deficiencies that could affect the proper provision of services.
- (10) If it determines that all submitted Annual Service Schedule Plans are mutually harmonized and that there are no deficiencies that could threaten the safe, efficient and uninterrupted operation of the Terminal and/or the provision of services, at the latest within 10 business days after the deadline referred to in paragraph 4 hereof, i.e. the deadline referred to in paragraph 6 hereof, when applicable, the Operator shall proceed as follows:
1. Consolidate Annual Service Schedules into a Joint Annual Service Schedule,
 2. Deliver to each Terminal User its Annual Service Schedule,
 3. Deliver the Joint Annual Service Schedule to all Terminal Users.
- (11) In the event that it determines discrepancies in the Annual Service Schedule Plans of Terminal Users, the Operator shall, without delay, inform the Terminal Users about the discrepancy in the Service Schedules, and shall, no later than within 10

business days after the expiration of the deadline referred to in paragraph 4 hereof, i.e. the deadline referred to in paragraph 6 hereof, when applicable, begin the negotiation process to harmonize the Annual Service Schedules.

Agreed Annual Service Schedule Plans

Article 27

- (1) Terminal Users shall be authorized, no later than by the expiration of the deadline for submitting the Annual Service Schedule Plans, to jointly submit to the Operator the agreed and harmonized Annual Service Schedule Plans, drawn up in accordance with the Technical Conditions of the Terminal and the rules referred to in Article 26 of these Rules.
- (2) The proposal of the agreed Annual Schedule Plans must contain the following:
 1. An agreed individual Annual Service Schedule Plan for each Terminal User, and
 2. The agreed Joint Annual Service Schedule Plan, which combines the agreed Annual Service Schedule Plans of all Terminal Users.
- (3) The Operator shall accept the submitted proposal if all of the following conditions are met:
 1. The proposal was submitted on time and in accordance with paragraph 2 hereof,
 2. The individual Annual Service Schedules contain all the information prescribed in Article 26(5) of these Rules, and
 3. According to the Operator's assessment, there are no deficiencies in the proposal that would jeopardize the safe, efficient and uninterrupted operation of the Terminal and/or the orderly provision of services.
- (4) If the Operator accepts the proposal referred to in paragraph 2 hereof, it shall, without delay and at the latest within 5 business days, proceed as follows:
 1. Deliver to each Terminal User its Annual Service Schedule, and
 2. Deliver the Joint Annual Service Schedule to all Terminal Users.

Negotiation procedure for plans harmonization

Article 28

- (1) In the event of discrepancies in the Annual Service Schedule Plans, including, but not limited to, overlaps in Carrier arrivals, regasification capacity congestion, or in the event of other technical and/or regulatory constraints, the Operator shall be obliged, without delay, to provide the Terminal Users with a consolidated Annual Service Schedule with clearly indicated discrepancies.
- (2) All Terminal Users who plan to use regasification capacity in the next gas year shall be obliged to participate in the negotiation procedure and act conscientiously and

in good faith in order to harmonize the Annual Service Schedule Plans. The Operator shall lead the negotiation procedure and coordinate the activities of the Terminal Users with the aim of reaching a mutual agreement.

(3) If the Terminal Users reach an agreement during the negotiation procedure, the Operator shall, without delay and at the latest within 5 business days, take the following actions:

1. Consolidate Annual Service Schedules into a Joint Annual Service Schedule,
2. Deliver to each Terminal User its Annual Service Schedule, and
3. Deliver the Joint Annual Service Schedule to all Terminal Users.

(4) If the Terminal Users do not reach an agreement within 10 business days from the start of the negotiations, the Operator shall deliver to all Terminal Users a written notice of the end of the negotiations, with a note that the Annual Service Schedule Plans are not harmonized and that the rules on harmonization and preparation of the Annual Service Schedule by the Operator shall apply.

Harmonization of Annual Schedule Plans by the Operator

Article 29

(1) In the absence of an agreement between the Terminal Users in the negotiation procedure, the Operator shall, within the scope of its authority, independently carry out the harmonization and prepare the Annual Service Schedule Plans.

(2) In the case referred to in paragraph 1 hereof, the Operator shall prepare Annual Service Schedules, including individual Annual Service Schedules and the Joint Annual Service Schedule of Terminal Users, appropriately applying these Rules.

(3) In the case referred to in paragraph 1 hereof, the Operator shall reasonably take into account all requirements from the submitted Annual Service Schedules of Terminal Users. When preparing plans, the Operator shall ensure the safe, uninterrupted and efficient operation of the Terminal and the orderly provision of services, taking into account at least the following factors:

1. The LNG Heel,
2. The Allowable Gas Loss,
3. The projected LNG quantities in the Terminal tanks,
4. Technical conditions and rules for the safe operation of the Terminal,
5. Planned Terminal maintenance works, and
6. Other factors essential for the safe, uninterrupted and efficient operation of the Terminal.

(4) When preparing the Annual Service Schedules, the Operator shall apply rules with the aim of orderly provision of services, aiming to ensure regular cargo delivery, efficient use of regasification capacities and prevent restrictions or interruptions in the provision of services, paying special attention to:

1. Eliminating regasification capacity congestions,
2. Ensuring the use of the allowed regasification rate,
3. Eliminating overlaps in Carrier arrivals, and
4. Determining the order of those responsible for delivering cargo.

Rule of proportional adjustment of regasification rate

Article 30

(1) In the event of an identified regasification capacities congestion on a given gas day, the Operator shall proportionally reduce the regasification capacity of a Terminal User by applying the following formula:

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

Where:

U – total requested regasification capacity of all Terminal Users on a given gas day,

U_i – requested regasification capacity per individual Terminal User on a specific gas day,

V – total excess of requested regasification capacity, exceeding the maximum allowed regasification rate,

V_i – excess regasification capacity distributed per individual Terminal User,

S – maximum allowed regasification rate for a given gas day,

K_i – final harmonized regasification capacity for each Terminal User.

(2) The Operator shall proportionally reallocate the regasification capacity calculated according to the formula from paragraph 1 hereof to gas days without regasification capacity congestion. The reallocation shall be, where possible, carried out on gas days within the same month in which the regasification capacity is reduced, taking into account the technical conditions and rules for the safe and optimal operation of the Terminal and the orderly provision of services.

(3) If the requested regasification capacity for a given gas day is lower than the minimum allowed regasification rate, the Operator shall proportionally increase the regasification capacity for a Terminal User, using, where possible, the regasification capacity previously reduced on gas days with identified congestion, applying the rules referred to in paragraph 1 hereof accordingly.

(4) If, after proportional reallocation, there is still a gas day in which the regasification capacity is lower than the minimum allowed regasification rate, the Operator shall additionally increase the regasification capacity for Terminal Users

whose requests are lower than the minimum allowed regasification rate. The increase shall be carried out in proportion to their requests in relation to the total requests of all users for that gas day.

Average regasification capacity rule

Article 31

- (1) If, based on the rules referred to in Article 30 hereof, it is not possible to create a harmonized Joint Annual Service Schedule, the Operator shall allocate to each Terminal User its average regasification capacity for all gas days of the gas year.
- (2) The average regasification capacity for an individual Terminal User shall be calculated by dividing the planned Annual Regasification Capacity of that Terminal User by the total number of gas days of the gas year in question, minus the days on which the Terminal service is not available.
- (3) If the annual schedule plan form referred to in Article 26(1) provides for different maximum possible Daily Nominations during the gas year, the average regasification capacity shall be calculated in such a way that it represents an equal corresponding share in the maximum possible Daily Nomination throughout all days of the gas year.
- (4) If, after applying the rules referred to in paragraph 2 or 3 hereof, the average regasification capacity of any Terminal User is lower than the minimum allowed regasification rate, the Operator shall be authorized to adjust the regasification capacities in order to ensure safe and technically correct operation of the Terminal and the orderly provision of services.
- (5) If the total planned Annual Regasification Capacity of all Terminal Users exceeds 80% of the total maximum Annual Regasification Capacity determined in the Annual Service Schedule Plan form, the Operator shall adjust the regasification capacity of each Terminal User by applying the average regasification capacity rules.

Rules for determining the entity responsible for cargo delivery and the Carrier arrival time

Article 32

- (1) After determining the regasification capacity for the following gas year, the Operator shall determine the time of arrival of each Carrier at the Terminal and the entity responsible for delivering the cargo, ensuring that the LNG quantity in the Terminal remains above the LNG Heel required for the safe and uninterrupted operation of the Terminal, in accordance with the Technical Conditions of the Terminal.
- (2) When determining the Carrier arrival times, the Operator shall, where applicable, take into account to a reasonable extent the requests of the Terminal User set out in its Annual Service Schedule Plan, whereby when developing the Joint Service Schedule, it shall take into account the allocated regasification capacities, cargo sizes and sequences, Allowable Gas Losses, planned reload services and other relevant factors

essential for the safe, efficient and secure operation of the Terminal and the orderly provision of services.

(3) In order to ensure continuous operation of the Terminal and the orderly provision of services, the arrival time of the first Carrier in the next gas year, as well as each subsequent Carrier, must be planned so that the Carrier arrives at the Terminal no later than one day before the LNG quantity in the Terminal tanks reaches the LNG Heel prescribed by the Technical Conditions of the Terminal.

(4) For the entity obliged to deliver the first cargo, the Operator shall consider the first period in the following gas year in which the regasification capacity is used, until the moment the arrival of the next Carrier has to be ensured, taking into account the cargo size specified in the Annual Service Schedule Plans. The Operator shall determine the Terminal User who has the largest total allocated regasification capacity in that period as the entity obliged to deliver the first cargo.

(5) After the Operator determines the Carrier arrival time and the entity obliged to deliver the first cargo, it shall determine the entities obliged to deliver cargo for each subsequent period.

(6) As the next entity obliged to deliver cargo, the Operator shall determine the Terminal User who, at the end of the previous period, had the lowest actual LNG quantity available in the Terminal tanks, calculated in accordance with the Natural Gas Allocation Policy. This rule shall be applied by the Operator appropriately to determine the further entities obliged to deliver cargo, applying the criteria from paragraph 4 hereof.

(7) In the event that during the determination of the cargo delivery obligation, the Operator determines that two or more Terminal Users have the same lowest actual LNG quantity available at the Terminal, the next cargo delivery obligation shall be assigned to the Terminal User with the oldest registered LNG loan, and so on until the cargo delivery obligation is determined for all Terminal Users who have the same lowest actual LNG quantity available at the Terminal.

(8) In the event that multiple Terminal Users meet the conditions for the assignment of the first or any of the following cargo delivery obligations, in accordance with the rules prescribed in this Article, the Terminal User who submitted the Annual Service Schedule Plan earlier shall be designated as the entity obliged to deliver cargo.

Annual Service Schedule

Article 33

(1) When the Operator determines that all Annual Service Schedule Plans are harmonized and that there are no deficiencies that could jeopardize the safe, efficient and uninterrupted operation of the Terminal and the orderly provision of services, it shall immediately proceed as follows:

1. Consolidate Annual Service Schedules into a Joint Annual Service Schedule,

2. Deliver to each Terminal User its Annual Service Schedule, and
3. Deliver the Joint Annual Service Schedule to all Terminal Users.

(2) Except in the event of the occurrence of circumstances described in Article 26(6) of these Rules, the Operator shall be obliged to deliver the Annual Service Schedules to Terminal Users no later than by 1 June of the current gas year for the following gas year.

(3) The Annual Service Schedule for each Terminal User must contain at least the following information, in relation to the gas year for which it is adopted:

1. Planned dates of arrivals of the Carriers at the Terminal, indicated in a four-day timeframe, broken down by months and days of the gas year,
2. Planned cargo quantities, expressed in kWh, for each planned carrier,
3. A projection of the LNG regasification capacities, expressed in kWh, broken down by months and days of the gas year.

Monthly Service Schedule

Article 34

(1) Terminal Users shall be obliged to submit to the Operator the Monthly Service Schedule Plans for the upcoming month of the gas year, no later than 35 days before the beginning of the month to which they relate.

(2) The Monthly Service Schedule Plan must include:

1. The exact regasification capacity for each gas day of the relevant month,
2. The exact calendar day on which each Carrier will arrive at the Terminal, and
3. The exact cargo quantity that the Carrier intends to discharge to the Terminal.

(3) In the case of the arrival to the Terminal of the Carrier for reload, the Monthly Schedule Plan must also include the following:

1. The exact day of arrival to the Terminal of the Carrier for reload,
2. The exact LNG quantity being reloaded to the Carrier from the Terminal.

(4) If the Terminal User fails to submit a Monthly Service Schedule Plan or fails to submit it at the latest by the deadline referred to in paragraph 1 hereof, the Operator shall independently prepare a Monthly Service Schedule for that Terminal User, based on data from the Annual Service Schedule.

(5) In the case referred to in paragraph 4 hereof, the Terminal User shall be obliged to comply with and adhere to the Monthly Service Schedule prepared by the Operator.

(6) The Monthly Service Schedule Plan must be prepared in a way that does not violate or deviate from the Annual Service Schedule, and in the event of any deviations from the Annual Service Schedule, such deviation shall be allowed only when the following conditions are cumulatively met:

1. The deviation in the regasification capacity and/or the cargo quantity delivered by the Carrier to the Terminal is not higher than $\pm 10\%$ compared to the regasification capacity and/or the cargo quantity determined by the Annual Service Schedule, and
 2. The deviation does not affect the regasification capacity use and/or the Carrier laytime plans of other Terminal Users, as determined by the Annual Service Schedule, and in the case where the deviation affects the described conditions, the Terminal User proposing the deviation shall submit to the Operator a written consent signed by all Terminal Users affected by the proposed deviation.
- (7) By way of exception to paragraph 6 hereof, the Monthly Service Schedule may deviate from the Annual Service Schedule if in that month a Carrier arrives at the Terminal delivering cargo based on the booked Spot Cargo Regasification Capacity that is not included in the Annual Service Schedule, in which case the Operator shall prepare an adjusted Monthly Service Schedule.
- (8) If the Operator establishes discrepancies in the Monthly Service Schedule Plans of Terminal Users, it shall be obliged to immediately:
1. Prepare a consolidated Monthly Service Schedule Plan with clearly identified discrepancies, and
 2. Take actions to correct the identified discrepancies, appropriately applying the rules governing the amendment of service schedules at the request of Terminal Users.
- (9) If, after applying the rules referred to in paragraph 8 hereof, the provision of services is not possible without affecting the regasification capacity and/or the arrival time and/or laytime of Carriers of other Terminal Users, as defined in the Annual Service Schedule, the Operator may:
1. Order the Terminal User to moor the Carrier at the Terminal on a specific day within the time period specified in the Annual Service Schedule, and/or
 2. Order the user to adjust the regasification plan per the gas days of the month in question.
- (10) After correcting any discrepancies, the Operator shall, at the latest within 5 business days, proceed as follows:
1. Consolidate Monthly Service Schedules into a Monthly Annual Service Schedule,
 2. Deliver to each Terminal User its Monthly Service Schedule, and
 3. Deliver the Joint Monthly Service Schedule to all Terminal Users.
- (11) The Operator shall provide services to Terminal Users in accordance with their Monthly Service Schedules.

Changes to the Service Schedule at the Terminal User's request

Article 35

(1) Each Terminal User shall have the right to propose to the Operator a change to the Annual and/or Monthly Service Schedule.

(2) The Terminal User proposing changes to the Annual and/or Monthly Service Schedule shall be obliged to submit to the Operator a written change proposal, no later than 10 days before the occurrence of the circumstances to which the change relates, including, but not limited to, changing the date of the Carrier's arrival to the Terminal.

(3) The Operator may approve a change to the Service Schedule if the following conditions are cumulatively met:

1. The changes proposal was drawn up in accordance with the rules governing the preparation of Service Schedule Plans,
2. The proposed changes meet the technical requirements and Terminal limitations prescribed by these Rules,
3. The proposed changes do not jeopardize the uninterrupted, safe and efficient operation of the Terminal,
4. The proposed changes do not affect the Service Schedule of other Terminal Users, including the arrival time and/or laytime of Carriers or the planned regasification capacities,
5. The proposed changes in the quantities of cargo delivered by a particular Carrier and/or changes in regasification capacity are within the limit of $\pm 10\%$ compared to the quantities determined in the Annual Service Schedule, and
6. The proposed changes do not affect the planned urgent activities of the FSRU Operator.

By way of exception to paragraph 3(4) and (5) hereof, the Operator may accept a change in the Service Schedule even in cases where the proposed changes affect the Service Schedule of other Terminal Users, including the arrival time and/or laytime of Carriers and/or when the proposed changes in the quantity of cargo delivered by a particular Carrier, or the changed regasification capacity, are outside the limits prescribed in this Article, if the Terminal User proposing a change to the Service Schedule submits to the Operator a written consent to the proposed change signed by all Terminal Users affected by the proposed change.

(4) The Terminal User from whom the consent referred to in paragraph 4 hereof is requested shall be obliged to consider the request in good faith and freely make a decision, taking into account the legitimate interests of all Terminal Users, and may not unreasonably withhold consent.

(5) The Operator shall be obliged to respond to the proposal and inform the Terminal User whether it accepts the proposed changes, at the latest five business days from the date of receipt of the request for a change to the Service Schedule.

(6) In the event that the Operator approves a change to the Service Schedule as proposed by the Terminal User, it shall deliver, within five business days from the date

of acceptance of the request, the new Service Schedule to all Terminal Users to whom these changes apply, as well as a new Joint Service Schedule to all Terminal Users.

Changes to the Service Schedule due to service suspensions or restrictions

Article 36

(1) In the event of emergency situations or maintenance work, including, but not limited to, additional regular maintenance work not provided for in the maintenance schedule and/or extraordinary maintenance, as well as other circumstances that have caused or may cause service suspensions or restrictions, the Operator shall cooperate in good faith with the Terminal Users in order to jointly adjust the Service Schedule in accordance with the circumstances.

(2) In the case referred to in paragraph 1 hereof, the Operator shall submit a proposal of amended Service Schedules to Terminal Users.

(3) In the event of emergency situations, Terminal Users shall be obliged to submit to the Operator an adjusted Monthly Service Schedule Plan without delay, and when the circumstances of the event permit, no later than five days from receipt of the Operator's notification.

(4) If the Terminal Users fail to submit, fail to amend, or submit a Monthly Service Schedule Plan that is not in line with the changes proposed by the Operator, and as a result of which the uninterrupted, efficient and safe operation of the Terminal and/or the orderly provision of services could be jeopardized, the Operator shall be authorized to take the following actions:

1. Independently adjust the Monthly and/or Annual Service Schedules in a manner that ensures safe, efficient and uninterrupted operation of the Terminal,
2. Submit to Terminal Users the adjusted Service Schedules, which shall become binding for all Terminal Users.

CHAPTER 4

Acceptance, arrival and mooring of Carriers at the Terminal

Introductory provisions for Carriers

Article 37

(1) The Operator carries out the acceptance procedure for a Carrier scheduled to arrive at the Terminal, to verify its technical compatibility and compliance with the Technical Conditions of the Terminal.

(2) The Carrier acceptance procedure consists of:

1. Carrier approval procedure, which checks the technical compatibility of the Carrier with the Terminal and its entry into the Operator's register of approved carriers,
 2. Carrier registration procedure, which ensures the exchange of necessary data, documents and certificates with the aim of verifying the compliance of the cargo delivered by the Carrier, after the Carrier departs from the port of loading and heads towards the Terminal.
- (3) The Terminal User shall be obliged to comply with all prescribed conditions and requirements in relation to the Carrier arriving at the Terminal, including, but not limited to, the safe entering, mooring, berthing, stay of the Carrier in the port and/or port area, unberthing and departure of the Carrier.
- (4) The Terminal User shall be obliged to ensure that all of its affiliates, including but not limited to the Carrier's owner, master, contractors, employees and/or authorized persons, are familiar with the obligations prescribed by these Rules and that they act in accordance with them.
- (5) The Terminal User shall be obliged to ensure that before the Carrier arrives at the Terminal, at the time of arrival and during its stay at the Terminal, the Carrier complies with the Technical Conditions of the Terminal and the conditions of these Rules.
- (6) The Operator shall carry out the Carrier acceptance and arrival procedures at the Terminal in cooperation with the Terminal User and/or the person authorized by it, applying technical and safety rules, the provisions of these Rules, applicable international conventions and national regulations governing the safety of navigation, mooring, anchoring and stay in the port and port areas, for such a type of carrier in international navigation.
- (7) A Carrier planning to arrive at the Terminal shall be obliged to comply with international standards and conditions that apply to such type of carrier in international navigation, including but not limited to: the International Code of the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code), International Gas Code, SOLAS Convention and international conventions accepted within the framework of the International Maritime Organization (IMO), regulations of the Republic of Croatia as well as regulations determined according to the register in which the Carrier is registered.
- (8) The Carrier must possess all valid ship documents, certificates, permits and documents mandatory for this type of carrier, according to the List of Certificates and Documents Required to be Carried on Board Ships, and the necessary permits for entering and performing operations in the port, and must meet all operational conditions of the port, the conditions of the competent port authority and the conditions of the Operator.
- (9) The Terminal User shall be responsible for any case in which the Carrier's owner and/or operator, master or other authorized person has failed to fulfill the obligations or conditions related to the Carrier, and as a result the Carrier is not permitted to arrive,

enter the port, stay in the port and/or port area, moor, berth to the Terminal and/or otherwise safely conduct operations on or in connection with the Carrier.

Carrier approval procedure

Article 38

- (1) The Operator shall keep its own register of approved carriers.
- (2) A Terminal User who wishes to register a Carrier into the register referred to in paragraph 1 hereof shall be obliged to submit a completed carrier approval application form to the Operator no later than 30 days before the planned time of arrival of the Carrier at the Terminal.
- (3) The Operator shall carry out the Carrier approval procedure, i.e. check the technical compatibility of the Carrier with the Terminal, in accordance with these Rules and the Technical Conditions of the Terminal.
- (4) The Operator shall check the Carrier's documents, certificates and documentation and, if all the necessary documentation has been submitted and completed in an appropriate manner, it shall deliver to the Terminal User, within five business days of receiving a proper carrier approval application and the necessary accompanying documentation, the carrier approval certificate and register the carrier in the Operator's register of approved carriers.
- (5) The Carrier approval shall be valid for two years from the date of issue of the carrier approval certificate. The Operator shall remove the Carrier from the Operator's register of approved carriers upon expiry of the carrier's approval.
- (6) After the Carrier's approval expires and it is removed from the Operator's register of approved carriers, the Terminal User shall be obliged to repeat the carrier approval procedure for the Carrier in question if it intends to arrive at the Terminal with the Carrier in question.
- (7) By way of exception, the Operator may approve a Carrier for which the Terminal User has submitted the application outside the deadline referred to in paragraph 2 hereof, provided that the application is submitted no later than 15 days before the Carrier's planned arrival at the Terminal, so that the Operator has sufficient time to carry out all necessary actions and procedures related to the Carrier checks, otherwise the Operator shall have the right to reject such an application.
- (8) The Operator shall reject the carrier approval application in the following cases:
 1. The application was not submitted within the deadline referred to in paragraph 2 hereof, or, where applicable, within the deadline referred to in paragraph 7 hereof,
 2. The application was submitted by an unauthorized person,
 3. The application has not been properly completed,
 4. The necessary documents, certificates and other necessary and properly completed documentation were not submitted to the Operator with the application, and/or

5. The Carrier is not technically acceptable in relation to the Technical Conditions of the Terminal.
- (9) In the event that one or more Terminal Users submit a carrier approval application, the Operator shall carry out the carrier approval procedure according to the following schedule:
1. It shall first carry out the approval procedure for the Carrier that has the earliest arrival time at the Terminal specified in the application,
 2. It shall then carry out carrier approval procedures in the order of planned carrier arrival times at the Terminal,
 3. It shall then carry out approval procedures for Carriers that do not have a planned arrival time at the Terminal indicated.
- (10) In case of changes in data which relate to the IMO number, country of registration, documents, licenses, the responsible person of the company that manages the Carrier and/or the Carrier's owner, the Operator shall repeat the carrier approval procedure.

Carrier registration procedure

Article 39

- (1) The Terminal User shall be obliged to submit a proper carrier registration application to the Operator no later than 10 days from the estimated time of arrival of the Carrier at the Terminal, or immediately after leaving the port of loading, whichever occurs first.
- (2) At the latest upon leaving the port of loading, the Terminal User shall deliver the following documents, certificates and other documentation to the Operator:
1. Bill of Lading,
 2. Final Load Report,
 3. Cargo Manifest,
 4. Cargo Origin Certificate,
 5. Cargo Quantity Certificate,
 6. Cargo Quality Certificate,
 7. Cargo Safety Data Sheet,
 8. Time Log/Port Timesheet,
 9. Master's Receipt of Documents.
- (3) If the report referred to in paragraph 2(2) hereof does not contain information on the methane number, the Terminal User shall be obliged to ensure its calculation by the surveyor and submit it to the Operator together with other documents, certificates and necessary documentation.

(4) The Terminal User shall be obliged to submit a cargo quality simulation and a cargo unloading plan to the Operator in the following cases:

1. If 20% or more of the cargo was already in the Carrier's tanks prior to the last loading of LNG that is being delivered to the Terminal,
2. If the Operator, based on professional knowledge and experience, assesses that the cargo being delivered, due to aging, origin and/or mixing of LNG or other justified reasons, could deviate from the standard gas quality value established by the regulations determining gas quality,
3. In all other justified cases, if the Operator considers it necessary to ensure uninterrupted, efficient and safe operation of the Terminal.

(5) The simulation referred to in paragraph 4 hereof shall be carried out by the surveyor, and the simulation result must contain data on the physical properties and parameters of the cargo, in accordance with the regulations governing standard gas quality.

(6) The Operator will reject the carrier registration application if the cargo does not meet the requirements regarding the LNG quality, as well as in other cases where the conditions prescribed by these Rules are not met.

(7) If the Terminal User fails to submit or submits an unduly completed carrier registration application or if, after the expiration of the deadline referred to in paragraph 1 hereof, requests changes in the duly submitted application which relate to the IMO number, the port of loading or the quantity of cargo being delivered to the Terminal, the provisions of the rules for Standard Cargo Lot shall not apply to such a Carrier.

Estimated Carrier Time of Arrival

Article 40

(1) No later than 72 hours before the estimated Carrier time of arrival at the Terminal, the Terminal User shall be obliged to ensure that the master of the Carrier or its shipping agent submits the necessary documentation through the CIMIS system, including documents in accordance with the Regulation on Order in the Port and the Regulation on Handling of Dangerous Substances in the Port and regulations governing maritime affairs.

(2) Immediately after receiving the Discharge Order, and at the latest 96 hours before the estimated time of arrival of the Carrier at the pilot station from which the Carrier's piloting towards the Terminal port will commence, the Operator shall inform the Terminal User and the Carrier's master of the exact time when the Carrier must arrive at the pilot station from which the Carrier's piloting towards the Terminal port will commence.

(3) The Terminal User shall be obliged to ensure that the master in a timely manner updates the data on the estimated time of arrival of the Carrier at the pilot station from which the Carrier's piloting towards the Terminal port will commence, and delivers them to the Operator, the port and the shipping agent, at the latest within the following deadlines:

1. 96 hours before the Carrier's estimated time of arrival,
 2. 72 hours before the Carrier's estimated time of arrival,
 3. 48 hours before the Carrier's estimated time of arrival,
 4. 24 hours before the Carrier's estimated time of arrival.
- (4) When the estimated time of arrival at the pilot station is less than 24 hours, the Carrier's master shall be obliged to update the data on the estimated time of arrival of the Carrier at the pilot station from which the Carrier's piloting towards the Terminal port will commence at least every six hours.
- (5) When updating the data on the estimated time of arrival of the Carrier, the Carrier's master shall be obliged to provide the Operator, the port and the shipping agent with the following information:
1. Cargo temperature,
 2. Pressure in the Carrier's LNG tanks,
 3. The quantity of cargo intended for discharge to the Terminal, and
 4. Information about any current or expected technical or operational defect on the Carrier, which has or could have an impact on the Carrier's entry into the port, mooring, berthing, the Carrier's stay in the port, LNG discharge or other limiting circumstance.
- (6) If the submitted estimated time of arrival of the Carrier at the pilot station changes significantly, the Terminal User shall be obliged to ensure that the Carrier's master informs the Operator and the port thereof without delay and submits a new estimated time of arrival of the Carrier at the Terminal.
- (7) In the event that any submitted estimated time of arrival of the Carrier at the pilot station is extended, the Operator shall have the right to request from the Terminal User an adjustment of the Daily Nominations.
- (8) In the event of a significant delay of the Carrier's arrival to the Terminal, the Terminal User whose Carrier is late in arriving may:
1. Conclude a written agreement with other Terminal Users, which regulates the rights and obligations regarding the use of Terminal services, due to the Carrier's delay, or
 2. Renominate regasification capacities, or take other measures that enable other Terminal Users to use Terminal services regularly and without hindrance, in accordance with the approved Monthly Service Schedule.
- (9) If the Terminal Users have reached the agreement referred to in paragraph 8(1) hereof, they shall be obliged to notify the Operator of the agreement as well as of its content without delay.
- (10) The Operator may grant permission for a Carrier to arrive outside the arrival time specified in the approved Monthly Service Schedule if all of the following conditions are met:

1. All conditions regarding the order for cargo discharge to the Terminal have been met,
 2. All conditions regarding the Notice of Readiness have been met,
 3. The arrival of the Carrier does not affect the arrival of subsequent Carriers arriving at the Terminal in accordance with the Monthly Service Schedules, and
 4. The Carrier's arrival does not jeopardize the uninterrupted, efficient and safe operation of the Terminal and/or the orderly provision of services.
- (11) In the event that the Operator does not allow a Carrier to arrive at the Terminal at the request of the Terminal User, it shall, when possible, simultaneously determine a new arrival time, in accordance with these Rules.

Cargo Discharge Order

Article 41

- (1) The Terminal User delivering cargo shall be obliged to submit a Cargo Discharge Order to the Operator, no later than 72 hours before the Carrier's arrival at the Terminal.
- (2) The Operator shall approve the Cargo Discharge Order in which the LNG quantities deviate from the quantities specified in the Carrier registration application, if all of the following conditions are met:
 1. The deviation does not jeopardize the uninterrupted, safe and efficient operation of the Terminal and/or the orderly provision of services,
 2. The deviation does not affect the Service Schedule, including but not limited to the arrival time and/or laytime of Carriers of other Terminal Users.
- (3) By way of exception from paragraph 2(2) hereof, the Operator may approve a Discharge Order even where the deviation affects the Service Schedule of another Terminal User, including the arrival time and/or laytime of Carriers, provided that the Terminal User delivering the cargo submits to the Operator a written consent to the proposed deviation of all Terminal Users affected by the proposed deviation.
- (4) In the case referred to in paragraph 3 hereof, the Terminal User shall be obliged to submit the written consent to the Operator no later than with the Cargo Discharge Order.
- (5) The Operator shall approve the Cargo Discharge Order after checking the conditions prescribed by these Rules, and if all conditions are met, it shall deliver the approval to the Terminal User.
- (6) In the event that the Terminal User delivering cargo fails to deliver the Discharge Order or fails to deliver it within the prescribed deadline, the Operator shall warn the Terminal User and, when applicable, leave a subsequent deadline, that cannot be longer than 6 hours, for the fulfillment of the obligation in connection with the Cargo Discharge Order.

(7) If the Terminal User fails to deliver the Discharge Order or delivers it after the expiration of the subsequent deadline referred to in paragraph 6 hereof, the Operator shall have the right to refuse the arrival of the Carrier at the Terminal.

(8) The Operator shall not be liable for any damage suffered by any Terminal User due to the refusal of arrival or due to extended time of a Carrier's laytime, or due to other circumstances arising from the failure of the Terminal User who did not fulfill all obligations related to the Cargo Discharge Order.

(9) The Operator shall accept the LNG quantity ordered for discharge to the Terminal only in accordance with the quantities specified in the Discharge Order which was approved by the Operator.

Notice of Readiness

Article 42

(1) The Terminal User delivering cargo shall be obliged to ensure that the Carrier's master delivers a Notice of Readiness to the Operator, accompanied by a cargo condition report, prior to the Carrier's arrival at the Terminal.

(2) The Notice of Readiness shall be delivered in writing, immediately after all of the following conditions have been met:

1. The Carrier has arrived at the pilot station from which piloting towards the Terminal will commence, boarded the pilot and obtained permission from the VTS to enter the maneuvering sector,
2. The condition of the cargo meets the prescribed conditions in the Technical Conditions of the Terminal and these Rules, which is confirmed by submitting a cargo condition report,
3. The responsible person of the port and the competent services have, in accordance with the regulations governing navigation safety, issued all necessary permits for arrival in the port and mooring at the Terminal,
4. The Terminal User has ensured that all port services necessary for the Carrier to moor at the Terminal have been ordered for the Carrier, and their readiness has been confirmed, and
5. The Carrier is ready to carry out all necessary cargo discharge operations and the Terminal User has ensured that the Carrier's master has been given all necessary permissions to carry out the discharge operation.

(3) The Operator shall confirm the received Notice of Readiness, which it shall deliver to the Carrier's master, thereby granting the Terminal User permission to moor the Carrier at the Terminal, when all conditions referred to in paragraph 2 hereof have been met and when there are no restrictions and/or circumstances that prevent or could prevent the Carrier from mooring at the Terminal and/or cargo discharge.

(4) If the conditions referred to in paragraph 2 hereof are not met and/or the Notice of Readiness is not duly completed, the Operator shall have the right to reject the Notice of Readiness and deny the permission for the Carrier to moor at the Terminal.

(5) In the event that the Operator rejects the Notice of Readiness, it shall immediately inform the Carrier's master and the Terminal User of the reasons for the rejection and request that actions be taken to meet all prescribed conditions and that a new Notice of Readiness be submitted.

(6) The Operator shall not be liable for any damage suffered by any Terminal User due to the failure of the Terminal User who has not fulfilled all obligations in relation to obtaining permission for the Carrier's arrival which resulted in the refusal of mooring at the Terminal.

(7) In the event that the Operator, based on the circumstances described in this article, does not allow a Carrier to moor at the Terminal, it shall be obliged to inform the Carrier's master and/or shipping agent and the port thereof, and the responsible person of the port shall be obliged to inform the VTS and the competent port authority.

Rules of priority for Carrier mooring at the Terminal

Article 43

(1) In the event that two or more Carriers simultaneously arrive at the pilot station where they plan to board the pilot and begin piloting towards the Terminal, the Operator shall determine the order of arrival and mooring at the Terminal in the following manner:

1. Priority in the arrival and mooring at the Terminal shall be given to the Carrier which, in relation to its arrival time, arrives on time, in accordance with the Service Schedule,
2. Approval for the arrival and mooring at the Terminal shall then be given to the Carrier which is late in relation to its arrival time in accordance with the Service Schedule,
3. Approval for the arrival and mooring at the Terminal shall then be given to the Carrier which is early in relation to its arrival time, in accordance with the Service Schedule, provided that this does not disrupt the arrival time of the next Carrier which is arriving at the Terminal in accordance with the Service Schedule.

(2) By way of exception to the rules referred to in paragraph 1 hereof, Terminal Users may agree on a different mooring sequence, of which they shall submit a written notification to the Operator no later than 96 hours before the arrival of the first of the Carriers in question at the pilot station from which piloting to the Terminal commences.

(3) When determining the order of mooring, the Operator shall act in accordance with the notification referred to in paragraph 2 hereof, unless it determines that such an arrangement would jeopardize the safe, efficient or uninterrupted operation of the Terminal.

CHAPTER 5

Gas quality

Gas quality parameters

Article 44

- (1) The Terminal User shall be obliged at all times to ensure compliance of gas quality parameters with the standard gas quality determined in the General Terms and Conditions for Gas Supply, or by another regulation that repeals and replaces them, and in accordance with which the gas quality requirements are regulated.
- (2) The Terminal User shall be obliged to take into account the change in the LNG quality over time, including, but not limited to, changes that may occur during transport from the port of loading to the Terminal, as well as from the moment of discharge to the Terminal until the moment of dispatch to the transmission system.
- (3) The Operator shall not be responsible for the quality of the LNG delivered to the Terminal nor for the quality of the regasified LNG dispatched into the transmission system.
- (4) The Terminal User shall bear the risk of inability to discharge LNG to the Terminal and/or deliver gas to the transmission system due to non-fulfillment of gas quality requirements.
- (5) The Operator guarantees that, in the event of mixing of different LNGs in the Terminal tanks, the LNG in the Terminal, i.e. the regasified LNG delivered to the transmission system, will meet the gas quality requirements, provided that the Terminal User fulfills its obligations regarding gas quality as prescribed by these Rules.

Off-Specification LNG

Article 45

- (1) If the Operator or Terminal User has knowledge or justified suspicion that the LNG that has been delivered to the Terminal or that will be delivered to the Terminal does not meet the requirements regarding gas quality and is or will be considered Off-Specification LNG, it shall be obliged to inform the other party thereof without delay.
- (2) The notification referred to in paragraph 1 hereof must contain a description of the identified or expected deviations of the LNG quality from the prescribed gas quality, including the level of deviation.
- (3) If the Operator has knowledge and reasonable suspicion that, due to the LNG quality at the port of loading or other reasons, the regasified LNG at the time of dispatch into the transmission system will most likely not meet the gas quality requirements, it shall notify the Terminal User thereof without delay.

(4) The Terminal User shall be obliged to notify the Operator in a timely manner if it plans to deliver and discharge to the Terminal any remaining LNG that was on board the Carrier before the last port of LNG loading.

(5) The notification referred to in paragraph 4 hereof must contain data on the quantity and quality of the remaining LNG and other relevant information necessary to assess the compliance of the remaining LNG with the Terminal's technical conditions and requirements regarding gas quality.

CHAPTER 6

Cargo discharge

Cargo discharge operations

Article 46

(1) The Operator shall allow cargo discharge to the Terminal when all of the following conditions are met:

1. The Carrier is ready to carry out LNG discharge operations,
2. The procedure of inspection and verification of the Carrier in order to confirm the technical and safety compatibility of the Carrier with the Terminal has been completed,
3. The verification procedure according to the requirements from the Safety Checklist has been completed,
4. The Surveyor has boarded the Carrier or the Terminal User has delivered a written consent that LNG discharge can be carried out without the presence of the Surveyor, and the Operator has accepted the Terminal User's proposal,
5. The condition of the cargo being discharged from the Carrier to the Terminal meets all the prescribed criteria, in accordance with these Rules and the Technical Conditions of the Terminal,
6. The total nomination of all Terminal Users is higher than the minimum allowed LNG regasification rate for the entire scheduled LNG discharge time,
7. The Terminal is ready to carry out discharge operations, in accordance with technical, operational and safety rules, and
8. The Operator has confirmed that all technical and safety prerequisites for discharge have been met.

(2) The Carrier's master and the Operator shall coordinate and carry out LNG discharge operations in accordance with the applicable technical, operational and safety rules.

(3) The Carrier's master and/or shipping agent shall be obliged to comply with orders, instructions, rules and other requirements determined by the responsible person of the port and/or the Operator during discharge.

(4) The Operator shall be responsible for the proper and safe performance of discharge and reload operations until the moment the flexible LNG discharge hoses are disconnected from the Terminal.

(5) The Operator shall not be liable for damage arising as a result of failure to comply with orders, instructions, rules or other requirements set by the responsible person of the port or the Operator, in accordance with paragraph 3 hereof, as well as in cases beyond the Operator's control.

Measurement of the LNG quantity and quality during discharge

Article 47

(1) The Operator shall be obliged to provide, use and maintain the equipment necessary for carrying out the prescribed LNG measurements and analyzes at the Terminal.

(2) All gauges, gas chromatographs and other measurement equipment used to measure the quantity and quality of LNG being discharged from the Carrier to the Terminal must be calibrated and certified by independent accredited laboratories, according to the rules of the profession and the international standards of relevant practice applicable at that time.

(3) The Terminal User shall be obliged to ensure that the measurement of the LNG quality and quantity during discharge from the Carrier to the Terminal is carried out in accordance with international ISO standards under reference conditions and in accordance with regulations governing sampling procedures and sampling frequency.

(4) ISO 10976:2023 or a newer equivalent standard shall be considered the minimum requirement that must be met for determining the level of LNG in the Carrier's tanks, temperature, pressure, and technical specifications for the Carrier.

(5) During the LNG discharge from the Carrier to the Terminal, the Operator shall be obliged to ensure measurement of the LNG quality and quantity at reference conditions, in accordance with international ISO standards and regulations governing sampling procedures and sampling frequency.

(6) The Operator shall determine the chemical composition of the gas in accordance with the standard HRN EN ISO 6974: Natural gas - Determination of composition and associated uncertainty by gas chromatography.

(7) The quantity of discharged LNG shall be calculated at the gross calorific value.

(8) The quantity of discharged LNG indicated at gross 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 gross calorific value,

V – quantity of discharged LNG expressed in m^3 ,

d – LNG density indicated in kg/m^3 (kilogram per cubic meter of LNG),

$H_{m/gcv}$ – gross calorific value of the LNG mass indicated in kWh/kg,

Q_{bog} – energy value of gas consumed by the Carrier during LNG discharge, indicated in kWh at gross calorific value,

Q_r – energy value of gas returned to the Carrier during LNG discharge indicated in kWh at gross calorific value.

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

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

(9) The calculation of the physical properties of gas at reference conditions shall be carried out in accordance with the standard HRN EN ISO 6976:2016 Natural gas - Calculation of calorific values, density, relative density and Wobbe indices from composition, or a newer standard that repeals and replaces it.

(10) The calculation of LNG properties shall be carried out in accordance with the standard HRN EN ISO 6578:2019 Refrigerated hydrocarbon liquids - Static measurement - Calculation procedure, or a newer standard that repeals and replaces it.

(11) 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 gas shall be expressed as follows:

- The mole fractions of individual components (X_i) shall be expressed with 6 decimal places,
- The molar mass of individual components (M_i) shall be expressed with 5 decimal places,
- The molar volumes of individual components (V_i) shall be expressed with 6 decimal places.

(12) The calculation of LNG density shall be carried out using the revised Klosek-McKinley formula and expressed in kg/m^3 . The density of liquefied natural gas (d) shall be expressed with 3 decimal places.

(13) The calorific values shall be expressed in MJ/mol (molar), MJ/kg (mass) and MJ/m³ (volume). All calorific value results shall be expressed with 2 decimal places.

(14) Volume correction factors (k_1 , k_2) shall be calculated in accordance with the standard HRN ISO 6578:2019 Refrigerated hydrocarbon liquids -- Static measurement -- Calculation procedure, and expressed with 6 decimal places.

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

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

Determination of discharged LNG quality

Article 48

(1) The quality of discharged LNG shall be determined continuously by the Operator's online gas chromatograph, as the primary system, unless where otherwise specified by the Operator.

(2) All LNG sampling procedures, including sampling during LNG discharge from the Carrier to the Terminal, shall be carried out in accordance with the standard ISO 8943:2007 Refrigerated light hydrocarbon fluids -- Sampling of liquefied natural gas -
- Continuous and intermittent methods, or a newer standard that repeals and replaces it.

(3) The Operator shall use the LNG sampling method as an auxiliary system for determining LNG quality. During discharge, LNG samples shall be separated into three pressure containers (CP/FP), intended for analysis.

(4) The Surveyor shall control the sample containers at the beginning and end of discharge and, if necessary, seal them.

(5) In the event of the primary system failure, the quality of discharged LNG shall be determined by analysis of all three sample containers, in a testing laboratory accredited for the analysis method according to the standard HRN EN ISO 6974:2014, or a newer standard that repeals and replaces it.

(6) The Operator shall keep the sample containers until all parties have signed the Final Load Report or, in the case of a written complaint regarding the quality analysis of the discharged LNG, for the next 30 days from the date of receipt of the written complaint from a Terminal User.

(7) Terminal Users shall have the right to submit a written objection to the analysis of the quality of the discharged LNG within 15 days from the day of completion of cargo discharge to the Terminal.

(8) In the event that a Terminal User files a complaint regarding the quality analysis of discharged LNG, the Operator and the Terminal User shall, without delay, jointly determine an accredited testing laboratory to which the Operator shall submit its sample container for analysis.

(9) The costs of the analysis due to the complaint shall be borne by the complainant. In the event that the complaint is determined to be founded, the costs of the analysis shall be borne by the Operator. If the results of the analysis conducted in accordance with paragraph 9 hereof determine a deviation of the calorific value of LNG by more than 0.5% compared to the value determined by the Operator, the results of the discharged LNG quality shall be corrected in accordance with the determined deviations. The corrected data shall be used to prepare the Final Load Report.

(10) If the results of the analysis carried out in accordance with paragraph 9 hereof confirm the correctness of the determined LNG quality as determined by the Operator, the Terminal User shall be obliged to sign the Final Load Report based on the confirmed data.

(11) The Operator shall have the right to claim compensation for all costs, damages and/or losses incurred as a result of filing an unfounded complaint to the LNG quality analysis.

(12) If the LNG quality cannot be determined using the primary and auxiliary systems for determining the discharged LNG quality, the Operator shall determine, in the presence of a Surveyor, the LNG quality based on the Load Report and the actual voyage conditions, with the LNG quality determined at the port of loading being considered authoritative and accurate.

(13) In the case referred to in paragraph 13 hereof, to determine the voyage conditions, the Operator shall use relevant historical data on the LNG quality from the same port of loading and data on voyages with the same evaporation quantity.

(14) If the available historical data is not sufficient to reliably determine the discharged LNG quality, the theoretical aging model in accordance with GIIGNL - LNG Custody Transfer Handbook from 2017, version 5.0 or its newer model, which has been published and is applicable, shall be applied.

(15) If the Operator and the Terminal User agree that the result obtained by applying the provisions of paragraph 15 hereof does not provide a reliable assessment of the LNG quality, they shall be obliged to agree, in good faith, in cooperation with the Surveyor, on an appropriate method for determining the discharged LNG quality.

Final Load Report

Article 49

(1) Upon completion of cargo discharge to the Terminal, the Surveyor shall prepare a provisional Load Report that includes data on the quality and quantity of LNG discharged to the Terminal.

(2) The Carrier's master shall be obliged to provide the Surveyor with data on the quantity of cargo, including measurements of the remaining LNG, volume, temperature and pressure in the Carrier's tank, as well as other data requested by the Surveyor, while the Operator shall be obliged to provide to the Surveyor the data on the LNG quality and on the quantity of LNG discharged to the Terminal or from the Terminal to the Carrier.

(3) The Surveyor shall be obliged to prepare and submit a provisional Load Report to the Operator within 24 hours after the completion of cargo discharge.

(4) The Final Load Report, signed by the Terminal User and the Surveyor, must be submitted to the Operator for signature, without delay, and no later than within 10 days from the day of the discharge completion.

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

Discharge suspension and interruption

Article 50

(1) The Operator shall be authorized not to start or to stop an already started discharge and to order a Carrier to unberth from the Terminal in the following cases:

1. The Operator receives an order from the competent port authority,
2. The Operator receives an order from the responsible person of the port,
3. The procedure for checking the prescribed prerequisites has not been completed or the conditions from the Safety Checklist have not been met,
4. The Carrier fails to comply or improperly complies with orders or regulations of the competent port authority, the responsible person of the port and/or the Operator, including obligations and conditions prescribed by the Technical Conditions of the Terminal, these Rules or other regulations governing the performance of activities in the port and the Terminal,
5. The Operator or the responsible person of the port determines that the condition of the Carrier or discharge operations pose a danger to human life or health, the occurrence of significant material damage, or may cause environmental pollution,
6. The delivered cargo does not meet the requirements regarding gas quality and/or other parameters prescribed by these Rules and/or the Technical Conditions of the Terminal, and
7. Circumstances provided for in these Rules and/or the Terminal Use Agreement, or circumstances that are beyond the control of the Operator, which prevent the safe and proper performance of the discharge, occur or are highly likely to occur.

(2) The Operator shall suspend a discharge that has already started in the event that the results of the gas quality measurement show that the LNG being discharged does not meet the requirements regarding gas quality and is considered Off-Specification LNG.

(3) The Operator shall not be liable for any direct or indirect damage, demurrage fee, compensation for lost profits and other related costs and/or fees to the Terminal User, its affiliates or third parties, in the following cases:

1. The Operator has not started discharge or has suspended discharge that was already ongoing, or has taken measures in accordance with the rules governing the handling of Off-Specification LNG, when the LNG being discharged does not meet the prescribed requirements regarding gas quality.

2. The Operator postpones discharge or the discharge is interrupted or carried out with interruptions due to circumstances for which the Operator is not responsible, nor could it have prevented or controlled them.
3. The existence of other circumstances prescribed by these Rules.

Carrier laytime

Article 51

- (1) The laytime of a Carrier at the Terminal shall be determined as follows:
 1. The Carrier's laytime shall begin with the earlier of the following events:
 - Six hours after acceptance of the Notice of Readiness, or
 - The moment the Carrier berths to the Terminal (All Fast)
 2. The Carrier's laytime shall last until the earlier of the following events:
 - The moment when, after the nominated cargo discharge, the last flexible discharge hose is disconnected, or
 - The Carrier departs from the Terminal without discharge or without fully discharging the nominated cargo.
- (2) In the event that the LNG quantity being discharged to the Terminal is greater than the Standard Cargo Lot, the Operator shall determine the approximate laytime, depending on the quantity of cargo nominated for discharge and the nominated regasification rate for the days when the Carrier is expected to be at the Terminal, of which it shall notify the Terminal User whose Carrier is arriving at the Terminal based on a submitted written request.
- (3) In the case where the quantity of LNG being discharged to the Terminal is standard cargo, the Operator shall be obliged to reduce the Carrier's stay to 40 consecutive hours. In the event of an exceedance, the user shall be authorized to calculate and charge the Operator for the demurrage fee in accordance with these Rules.
- (4) The Carrier's laytime at the Terminal shall be extended and considered justified in cases where the reason for such extension is one of the following circumstances:
 1. The arrival, mooring, discharge and/or departure of the Carrier from the Terminal is delayed or prevented due to force majeure events in the port,
 2. Discharge is delayed or prevented due to malfunctions or extraordinary circumstances at the Terminal or on the Carrier, which pose a danger to human life or health, may cause significant material damage or may cause environmental pollution,
 3. Adverse Weather and/or Metocean Conditions in the port, which are ongoing or announced, for the period of time determined as the Carrier's laytime at the Terminal,

4. The arrival of the Surveyor and/or receipt of written consent from the Terminal User and the Operator authorizing discharge without the presence of the Surveyor, is awaited.
- (5) In the event of the occurrence of the circumstances referred to in paragraph 4 hereof, the extended time of the Carrier's laytime shall be considered justified for the period during which the described circumstances last, i.e. for the time required for the Carrier to depart from the Terminal, return to the Terminal and carry out all necessary activities to continue cargo discharge after the cessation of the circumstances referred to in paragraph 4 hereof.
- (6) Immediately after completion of discharge and related operations, the Carrier shall be obliged to leave the Terminal without delay.
- (7) Exceptionally, the Carrier may remain at the Terminal if the competent port authority and/or the responsible person of the port issues an appropriate order.
- (8) If the Carrier fails to leave the Terminal in accordance with paragraphs 6 and 7 hereof, the Terminal User shall be liable for all damage suffered by the Operator as a result thereof.

CHAPTER 7

LNG regasification and dispatch

LNG Regasification

Article 52

- (1) The Operator shall regasify the LNG quantity according to the confirmed Daily Nomination of the Terminal User.
- (2) The quantity of gas energy dispatched to the Terminal User, for a particular gas day, shall be determined in the quantity from the last accepted nomination or renomination.
- (3) The Operator shall calculate the gas quantity dispatched to the Delivery Point separately for each Terminal User and it shall be equal to the actually allocated gas quantity calculated in accordance with the rules of the Natural Gas Allocation Policy.

Gas dispatch into the transmission system

Article 53

- (1) The Terminal User shall be obliged to ensure and nominate adequate transmission system capacity to ensure the takeover of regasified LNG at the entrance to the transmission system, which also represents the exit from the Terminal.
- (2) By way of exception to paragraph 1 hereof, the Terminal User may, no later than two business days before the start of the dispatch of regasified LNG into the transmission

system, submit to the Operator the name and EIC of the transmission system user who will take over the regasified LNG from the Terminal on its behalf.

(3) In the case referred to in paragraph 2 hereof, the relevant transmission system user shall be obliged to secure and nominate the transmission system capacity at the entrance to the transmission system, which simultaneously represents the exit from the Terminal.

(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 dispatch into the transmission system.

Daily Nomination

Article 54

(1) The Operator shall regasify LNG in accordance with the quantities from the Terminal User's Monthly Service Schedule, unless the Terminal User, in accordance with these Rules, submits a different Daily Nomination to the Operator or when otherwise prescribed by these Rules.

(2) The Terminal User can submit to the Operator a Daily Nomination for one or more gas days that is different from the quantity set out in the Monthly Service Schedule.

(3) The nomination must contain data on the quantity in kWh and data on the transmission system user who will take over the regasified LNG at the entrance to the transmission system, which simultaneously represents the exit from the Terminal.

(4) The Terminal User shall be obliged to submit the Daily Nomination for the gas day D to the Operator no later than by 1:00 PM on day D-1, unless otherwise prescribed by these Rules.

(5) After receiving Daily Nominations, the Operator shall check the compliance of the nominations with the Monthly Service Schedule and the impact of changes in nominations on the Joint Service Schedule of Terminal Users.

(6) The Operator shall accept the Daily Nomination of a Terminal User if the following conditions are cumulatively met:

1. The Terminal User submitted the nomination on time,
2. The nomination is aligned with the Monthly Service Schedule of that Terminal User, or
Deviation of the Daily Nomination from the Monthly Service Schedule does not affect the Joint Service Schedule,
3. The Terminal User or the transmission system user taking over the dispatched gas has secured the transmission system capacity,
4. The nominations pairing by the Operator and the transmission system operator has been successfully completed,

5. The total Daily Nomination of all Terminal Users in a given gas day is higher than the minimum allowed LNG regasification rate and lower than the maximum allowed LNG regasification rate.
- (7) The Terminal User shall have the right to renominate an accepted Daily Nomination no later than by 4:00 AM on gas day D-1 for gas day D. When handling renominations, the Operator shall appropriately apply nomination rules.
- (8) After the expiry of the deadline referred to in paragraph 4 or paragraph 7 hereof, where applicable, the Operator shall, without delay, notify the Terminal User and the transmission system operator of the acceptance or rejection of the nomination or renomination.
- (9) The nomination or last renomination for a specific gas day accepted by the Operator shall be considered binding for the Terminal User.
- (10) If the Terminal User delivers a cargo quantity that differs from that specified in the Monthly Service Schedule, it shall be obliged to adjust its nominations to include the entire LNG excess, i.e. the difference between the quantity actually delivered and the quantity provided for in the Monthly Schedule. This adjustment must be carried out no later than by the arrival of the next Carrier, in accordance with the Service Schedule.
- (11) In the event that the Operator receives nominations from multiple Terminal Users that in total exceed the highest regasification rate for that gas day, priority in allocating nominations shall be given to the Terminal User who delivered cargo intended for regasification on that gas day.
- (12) After applying the rules from paragraph 11 hereof, priority among other Terminal Users shall be given to the nomination that was received earlier.
- (13) In the case of simultaneous submission of nominations, priority shall be given to the Terminal User whose total gas quantities have the smallest deviation from the Annual Service Schedule.

Nomination of gas quantities during discharge

Article 55

- (1) A Terminal User shall be obliged to submit to the Operator Daily Nominations for the gas days in which cargo is being discharged from the Carrier to the Terminal.
- (2) By way of exception to the deadlines for submission of nominations referred to in Article 54 hereof, at the latest with the delivery of the Cargo Discharge Order, the Terminal User shall be obliged to submit the nomination for the gas days in which it is carrying out discharge.
- (3) Terminal Users shall not be allowed to nominate gas quantities lower than those provided for in the Monthly Service Schedule during discharge, except for the Terminal User who delivered the cargo. By way of exception, other Terminal Users may nominate a lower quantity if they obtain the consent of the Terminal User who delivered the cargo.

(4) The Operator shall accept the nomination referred to in paragraph 1 hereof provided that the total Daily Nomination of all Terminal Users, during the entire laytime of the Carrier at the Terminal, is higher than the minimum allowed regasification rate.

Rejection and adjustment of nominations by the Operator

Article 56

(1) In case the Operator rejects a Daily Nomination, the Terminal User shall have the right to submit a new, corrected nomination within the nomination or renomination deadlines.

(2) If, after a Daily Nomination or renomination rejection, the Terminal User does not submit a corrected nomination, the Operator shall have the right to adjust the Terminal User's nomination in accordance with the Monthly Service Schedule and Technical Conditions of the Terminal, and any deviations.

(3) The Operator shall be authorized to adjust the Daily Nomination of Terminal Users in cases where it determines that deviations in the nominated gas quantities compared to the quantities from the Monthly Service Schedule affect the reliable, efficient and safe operation of the Terminal, and in particular when such deviations may lead to:

1. Discrepancies with the Joint Annual Service Schedule,
2. Inability to accept Carriers according to the adopted Service Schedule,
3. Inability to discharge cargo, or
4. Inability to fulfill other obligations of the Operator.

(4) In the event that the Operator has adjusted the nomination for the reasons referred to in paragraph 2 hereof, it shall, without delay, notify the Terminal User of the nomination adjustments, stating the reasons and scope of the adjustment.

(5) In the event of a restriction or suspension of the provision of the Terminal services and/or in the event of an emergency situation causing restrictions or suspensions of services in the transmission system, the Terminal User shall be obliged, upon request and within the deadline set by the Operator, to submit an extraordinary intraday renomination with the adjusted gas quantities.

(6) If the Terminal User fails to submit the extraordinary intraday renomination within the deadline set by the Operator, the Operator shall be authorized to independently carry out an extraordinary intraday renomination on the Terminal User's behalf.

(7) In the case referred to in paragraph 6 hereof, the Operator shall, without delay, inform the Terminal User of any extraordinary intraday renomination it had carried out on its behalf.

(8) In any case, where the Operator rejects or adjusts a Terminal User's nomination for reasons prescribed by these Rules, the Operator shall take appropriate measures to adjust, on behalf of the Terminal User, the nomination at the entrance to the

transmission system, which simultaneously represents the exit from the Terminal, in a timely manner.

V. Non-Standard Services

Price of Non-Standard Services

Article 57

Prices of Non-Standard Services are determined by the Operator's Price list of Non-Standard Services.

Trading on the Secondary Market

Article 58

(1) Registered Terminal Users and/or Terminal Users can trade on the Secondary Market.

(2) Trading on the Secondary Market shall be conducted in accordance with these Rules and the regulations governing trade and the gas sector in the Republic of Croatia.

(3) Terminal Users shall be authorized to trade on the Secondary Market in the following manner:

1. By transferring the regasification capacity,
2. By transferring the right to use the booked regasification capacity, or
3. By trading LNG stored in the Terminal tanks.

(4) The subject of trading referred to in paragraph 3(1) and (2) hereof may only be the booked regasification capacity acquired by the Terminal User under the Terminal Use Agreement.

(5) The rules governing obligations in relation to the payment security instrument for Terminal use and in relation to the payment security instrument for future Terminal use, where applicable, shall apply *mutatis mutandis* to regasification capacity transactions on the Secondary Market, unless otherwise provided for in these Rules.

(6) A Registered Terminal User who intends to trade on the Secondary Market and does not have a concluded Joint Terminal Use Agreement, shall be obliged to accede to the Joint Terminal Use Agreement prior to trading.

(7) A Registered Terminal User who intends to trade on the Secondary Market shall be obliged to submit to the Operator a notification of the agreement reached regarding the joint Terminal use guarantee with other Terminal Users, no later than when submitting the Secondary Market transaction agreement.

(8) By way of exception to the obligation to submit the notification referred to in paragraph 7 hereof, the Registered Terminal User may, within the prescribed period,

submit to the Operator a written notification, signed by the transferor, by which the transferor guarantees for the acquirer, with regard to the obligations arising from the joint Terminal use, in relation to the subject of trading.

(9) The rules governing the obligations related to the joint Terminal use guarantee shall apply accordingly to the subjects of transactions on the Secondary Market.

(10) The Operator shall be authorized to refuse a transaction on the Secondary Market if it determines the following:

1. The transaction jeopardizes or could jeopardize the safe, efficient or uninterrupted operation of the Terminal or the orderly provision of services, and/or
2. The transaction participants did not provide adequate payment security instruments to the Operator.
3. The Registered Terminal User has not acceded to the Joint Terminal Use Agreement and/or has not submitted the notification from paragraph 7 or 8 hereof to the Operator.

Regasification capacity transfer

Article 59

(1) By transferring regasification capacity, the transferor transfers to the acquirer all rights and obligations arising from the Terminal Use Agreement in relation to the regasification capacity that is the subject of the transfer.

(2) The regasification capacity transfer shall not affect the other rights and obligations of the transferor arising from the Terminal Use Agreement which are not covered by the transfer.

(3) Prior to the regasification capacity transfer, the acquirer shall be obliged to deliver to the Operator a completed and mutually signed transfer agreement and an appropriate payment security instrument for the capacity that is the subject of the transfer, in accordance with these Rules.

(4) In the event that the regasification capacity transfer includes a change in the entity responsible for cargo delivery, the transferor and the acquirer shall be obliged, simultaneously with the submission of the Secondary Market transaction agreement, to submit to the Operator a proposal for changes to the Annual and/or Monthly Service Schedule, aligned with the changes in the entity responsible for cargo delivery.

(5) The Operator shall return the payment security instrument to the transferor when all of the following conditions are met:

1. The acquirer has submitted to the Operator an appropriate payment security instrument for the subject of the transfer,
2. The transferor has duly fulfilled all its obligations arising from or in connection with the Terminal Use Agreement,

3. The transferor has submitted a new payment security instrument for the remaining part of the regasification capacity that is not the subject of transfer, in accordance with the conditions prescribed by these Rules.
 4. The Operator has appropriate security instruments for all transferred and remaining capacities of the transferor and acquirer, in accordance with the provisions of these Rules.
- (6) The regasification capacity transfer shall be valid even in the event of termination or expiration of the Terminal Use Agreement between the transferor and the Operator, provided that the transfer in question was carried out in accordance with these Rules, before the termination or expiration of the agreement.

Transfer of the right to use the booked regasification capacity

Article 60

- (1) By transferring the right to use the regasification capacity, the transferor transfers the right to use the booked regasification capacity to the acquirer, while all other rights and obligations relating to the capacity in question remain with the transferor, in accordance with the Terminal Use Agreement and the Terminal use rules.
- (2) The transferor shall limit its own use of the regasification capacity that is the subject of the transfer, exclusively within the framework of the mutual relationship with the acquirer, whereby all obligations and responsibilities towards the Operator in relation to the booked capacity shall remain entirely with the transferor.
- (3) The acquirer of the right to use the regasification capacity shall be authorized to use the regasification capacity booked by the transferor, in accordance with the Terminal use rules and under the conditions and obligations applicable to the transferor.
- (4) In the event of termination or expiration of the Terminal Use Agreement concluded between the transferor and the Operator, the acquirer shall lose the right to use the transferred regasification capacity.

Trading in LNG stored in the Terminal tanks

Article 61

- (1) Trading in LNG stored in the Terminal tanks is the transfer of ownership over LNG from one Terminal User to another, based on a purchase or other legal transaction concluded between Terminal Users, in accordance with the Terminal use rules and applicable regulations.
- (2) Trading transactions are subject to the conditions prescribed by these Rules and must be carried out in accordance with the technical and contractual conditions of the Terminal use.
- (3) Trading in LNG stored in the Terminal tanks may, but does not have to, include trading in the associated regasification capacity.

(4) By way of exception, a Terminal User who does not have the appropriate regasification capacity booked shall be obliged to ensure the transfer of the corresponding regasification capacity simultaneously with the LNG transfer, in order to ensure compliance with the Technical Conditions of the Terminal and the Terminal use rules.

(5) The Operator shall be obliged to record each transaction of trading in LNG stored in the Terminal tanks and update data on LNG quantities for Terminal Users, including the user who is the seller and the user who is the buyer of LNG.

Approval of trading on the Secondary Market

Article 62

(1) Terminal Users trading on the Secondary Market shall be obliged to submit a mutually signed trade transaction agreement to the Operator for approval.

(2) A trading transaction on the Secondary Market shall be considered completed only after it is approved by the Operator.

(3) Terminal Users shall be obliged to submit a mutually signed agreement to the Operator no later than five business days before the planned transfer date.

(4) The transferor and/or acquirer shall have the right to withdraw from the Secondary Market trading transaction until the moment the Operator approves the Secondary Market trade transaction agreement.

(5) The Operator shall reject the trading transaction on the Secondary Market in the following cases:

1. The transferor and/or acquirer is not a Registered User or Terminal User,
2. The Operator has not received a mutually signed agreement on trading on the Secondary Market,
3. The Operator has not received a valid payment security instrument from the transferor and/or acquirer,
4. The agreement on trading on the Secondary Market is not aligned with the provisions of the Terminal Use Agreement,
5. The transferor and/or the acquirer has not duly fulfilled all of its obligations arising from or in connection with the Terminal Use Agreement, for example, but not limited to the due obligations to pay the Terminal use fees, for the period up to the transfer,
6. The acquirer has not acceded to the Joint Terminal Use Agreement and/or submitted a notice regulating the payment security instrument for the joint Terminal use, in accordance with these Rules.

(6) After the Operator approves the trade, it shall deliver a written notice of approval of the trade transaction to the transferor and the acquirer, which shall become an integral part of the Terminal Use Agreement.

Sale of gas to a Terminal User in an open procedure

Article 63

- (1) In the event of the termination of the contractual relationship between a Terminal User and the Operator, regardless of the legal basis for the termination, the Terminal User shall be obliged to ensure regasification, dispatch and/or disposal in another manner of the entire LNG quantity stored in the Terminal and owned by it, until the moment of termination of the contractual relationship.
- (2) If the Terminal User fails to act in accordance with paragraph 1 hereof, the Operator shall have the right to sell the gas that was not disposed of in a timely manner to the most advantageous bidder in an open procedure.
- (3) The Operator shall use the revenue generated from the sale of gas in the open procedure primarily to settle its claims against the Terminal User referred to in paragraph 1 hereof, for example, but not exclusively, on the basis of:
 1. Claims for non-standard service of selling LNG or regasified LNG in an open procedure,
 2. Claims based on the services provided for the Terminal use, for the duration of the Terminal Use Agreement,
 3. Claims for physical and virtual storage and management of the remaining LNG quantities after the termination of the Terminal Use Agreement,
 4. Compensation for damages due to termination of the Terminal Use Agreement,
 5. Other claims arising from the services provided and/or other grounds based on or in connection with the Terminal use.
- (4) After settling all costs from paragraph 3 hereof, the Operator shall hand over the remaining amount of sales revenue to the Terminal User whose gas it had sold in an open procedure.

Emptying the Terminal tanks

Article 64

- (1) The Operator shall be authorized to take measures to empty the Terminal's tanks in all cases where this is necessary to ensure the safe, efficient and uninterrupted operation of the Terminal, whereby the threat must be of such a magnitude and nature that it requires urgent action.
- (2) The Operator shall be authorized to empty the Terminal tanks by regasifying LNG and dispatching it to the transmission system, removing LNG from the tanks, or in another appropriate manner, for example, but not limited to, the following cases:
 1. The Terminal tanks are not sufficiently empty to accommodate the cargo of a Carrier arriving at the Terminal, in accordance with the Service Schedule, because one or

more Terminal Users have not used the regasification capacity in accordance with the Service Schedule,

2. The quality of LNG in the Terminal tanks does not meet the prescribed gas quality, or the gas quality parameters are approaching the permitted limits of standard gas quality,
3. The removal of LNG is necessary to protect human life or health, protect the environment, or prevent significant material damage to the property of the Operator or Terminal Users.

(3) The Operator shall take all reasonable measures to coordinate with Terminal Users the implementation of the measures provided for in this Article, with the aim of reducing risks and losses for all parties involved.

(4) If the Operator determines the presence of Off-Specification LNG in Terminal tanks owned by multiple Terminal Users, it shall be obliged to identify the Terminal User or Users whose actions or omissions caused the Off-Specification LNG.

(5) The Operator shall inform the responsible Terminal User about the established facts, the reasons for the occurrence of Off-Specification LNG and the possible consequences that result from it.

(6) The Terminal User responsible for the occurrence of Off-Specification LNG shall be obliged to bear all damage and/or costs incurred in connection with the removal of Off-Specification LNG, including the costs of removal, Terminal downtime and all other related costs, in accordance with the Terminal use rules and applicable regulations.

(7) The Terminal User who is held responsible by Operator for Off-Specification LNG shall have the right to file a complaint to the Operator's decision establishing its responsibility.

(8) The Terminal User shall be obliged to submit the complaint to the Operator in a written form, no later than within three days from the day the Operator sent it a written notification of the established responsibility.

(9) The Terminal User's complaint must contain clearly stated reasons for disputing the Operator's decision and appropriate evidence or arguments on which the complaint is based.

(10) The Terminal User who is held responsible for Off-Specification LNG and the Operator shall be required, within 10 days of the date of filing the complaint, to jointly select an accredited laboratory that will conduct the LNG quality analysis.

(11) If the complaint was submitted by several Terminal Users who failed to agree on the choice of an accredited laboratory within the prescribed deadline, the Operator shall make a decision on the choice of laboratory.

(12) In the event of a complaint by a Terminal User, the Operator shall make the final decision on responsibility for the Off-Specification LNG, based on the results of the LNG quality analysis by the accredited laboratory.

(13) The costs of the analysis due to the complaint shall be borne by the complainant. In the event that the complaint is determined to be founded, the costs of the analysis shall be borne by the Operator.

(14) In the cases provided for in this Article, the Operator shall sell gas in accordance with the rules on the sale of gas in an open sales procedure, or in another appropriate manner, when the nature of the threat or the consequences of failure to act require urgent measures that would cause significant or irreparable damage.

(15) LNG that has been regasified and dispatched or otherwise disposed of from the Terminal's tanks shall be appropriately deducted from the Terminal User's virtually stored LNG quantities.

Reload of LNG from the Terminal into a Carrier or Truck

Article 65

(1) The Operator shall provide LNG reload service, which shall include the following non-standard services:

1. Reload of LNG from the Terminal into a Carrier,
2. Reload of LNG from the Terminal into a Truck.

(2) The Operator shall provide LNG reload service solely on the condition that such service does not interfere with the orderly and uninterrupted provision of the LNG Regasification Service, in accordance with the provisions of these Rules.

(3) The provisions of these Rules, the Technical Conditions of the Terminal, safety rules and valid regulations shall appropriately apply to the non-standard service of LNG reload into a Carrier.

(4) The provisions of these Rules, the Technical Conditions of the Terminal for LNG Reload into a Truck, safety rules, valid regulations and Commercial Conditions for LNG Reload into a Truck shall appropriately apply to the non-standard service of LNG reload from the Terminal into a Truck.

(5) The Terminal User who intends to use the LNG reload service shall be obliged to:

1. When drawing up the Annual Service Schedule Plan, inform the Operator of the intention to use the service of reload into a Carrier,
2. Obtain prior approval from the Operator, within the prescribed deadline,
3. When drawing up the Monthly Service Schedule Plan, indicate the projection of the regasification capacity and the projection of the LNG quantity for reload into a Carrier, as well as the planned arrival time of the Carrier for reload,
4. Adjust its total capacities, which consist of regasified LNG quantities and LNG quantities reloaded into Carriers or Trucks, with the regasification projection from the Service Schedule of the Terminal use.

(6) The Terminal User who intends to use the Non-Standard Service of LNG reload into a Carrier or Truck shall be obliged to ensure that the Carrier and/or Truck meet all technical and safety requirements prescribed by the Technical Conditions of the Terminal, i.e. the Technical Conditions of the Terminal for LNG reload into a Truck.

(7) Upon the arrival of the Truck in the port, the responsible person of the port and/or the Operator shall have the right to carry out inspections of the Truck driver's equipment, the Truck and the associated Truck trailer, as well as other equipment in order to determine the technical and safety compatibility of the Truck with the FSRU and other parts of the Terminal, in order to prevent threats to the health and safety of people, protect property and the environment.

(8) The Terminal User shall be responsible in the event that it itself or its affiliate do not fulfill the prescribed obligations and/or conditions for a Truck approval, which results in the inability to enter the port and the Terminal or in the failure to reload LNG into the Truck.

(9) During LNG discharge from the Carrier to the Terminal or reload from the Terminal into a Carrier, it shall be forbidden to simultaneously reload LNG from the Terminal into a Truck,.

(10) After the completion of LNG reload, the Truck shall be obliged to immediately leave the Terminal. By way of exception, the Truck may remain at the Terminal if the competent port authority and/or the responsible person of the port issues a different order or if the Operator approves a different procedure for leaving the Terminal.

(11) The Operator shall bear no responsibility for any direct or indirect damage, including demurrage fee, compensation for lost profits or similar costs incurred by a Terminal User, or a third party related to it, which arise due to the organization and/or implementation of reload, including delays, interruptions or stoppages in reload, when such circumstances are caused by reasons for which the Operator is not and cannot be responsible.

Extraordinary inventory at the request of a Terminal User

Article 66

(1) Terminal Users shall have the right to submit a request to the Operator to conduct an extraordinary inventory of the LNG quantities stored in the Terminal, under the conditions prescribed by these Rules and the Natural Gas Allocation Policy.

(2) The costs of the extraordinary inventory shall be borne by the Terminal User who requested it, unless the results of the extraordinary inventory determine an exceedance of the allowable LNG loss, in which case the costs shall be borne by the Operator.

VI. Modifications, restriction or suspension of the services provision

General rules for modifications, restriction or suspension of the services provision

Article 67

- (1) The Operator shall have the right to modify, restrict or suspend the provision of services in accordance with the conditions and procedures regulated by these Rules as well as the regulations governing the gas market.
- (2) The Operator shall be authorized to modify the manner and timing of service provision, including but not limited to regasification capacity, Carrier arrival schedules, nominations and provision of Non-Standard Services to Terminal Users, in the following cases:
 1. When there is a suspension or restriction of the services provision due to the circumstances established by these Rules,
 2. In the event of termination of the Terminal Use Agreement of at least one Terminal User,
 3. Due to the occurrence of risks that threaten the uninterrupted, efficient and safe operation of the Terminal, and the nature of the threat or the consequences of failure to act require urgent measures to prevent significant or irreparable damage.
- (3) The Operator shall implement the measures referred to in paragraph 2 hereof in such a way as to minimize, to the greatest extent reasonable, the impact on the Service Schedule of Terminal Users whose actions or conduct are not the cause of the modifications in question.
- (4) In the case of modifications, restrictions or suspensions in the services provision, the Operator shall, without delay, and at the latest within 24 hours, deliver to the Terminal User a written notice of the reasons, scope and expected duration of the restriction or suspension of the services provision, as well as any change in terms of the Service Schedule, unless otherwise stipulated in these Rules.
- (5) If circumstances allow, the Operator shall leave the Terminal User an appropriate period of time to adjust the scope of service use in accordance with the conditions of modifications, restriction or suspension of services provision.
- (6) The Terminal User shall be obliged to act in accordance with the instructions set out in the Operator's notice, including adjusting its activities and aligning them with the changed service schedule.
- (7) At the Operator's request, the Terminal User shall be obliged to make an extraordinary intraday renomination on the same gas day and adjust the gas quantities to be dispatched to the transmission system, so that they are aligned with the circumstances of the restriction or suspension of services provision.

(8) The Operator shall be liable for any damage incurred by Terminal Users in the event that the restriction or suspension of services provision is a direct result of its fault.

Restriction or suspension of services provision due to circumstances attributable to the Terminal User's responsibility

Article 68

(1) The Operator shall restrict or suspend the provisions of services due to circumstances attributable to the responsibility of the Terminal User in the following cases:

1. A Carrier or Truck does not meet the requirements of the Technical Conditions of the Terminal,
2. A Carrier or Truck does not have all the necessary permits and/or all checks prescribed by these Rules and/or the Technical Conditions of the Terminal have not been carried out and/or met,
3. The Carrier did not deliver the cargo in a timely manner at the time specified in the Service Schedule and the received information about the required time of arrival,
4. The LNG quality on the Carrier does not meet the requirements regarding gas quality,
5. The LNG quality on the Terminal does not meet the requirements regarding gas quality,
6. Cargo discharge operations cannot be carried out due to an omission by the Terminal User,
7. The Terminal User did not ensure the takeover of the regasified LNG at the entrance to the transmission system, which also represents the exit from the Terminal,
8. The Terminal User has not duly settled all due liabilities based on Terminal use services and/or has not delivered and/or provided an appropriate payment security instrument,
9. The Terminal User no longer meets the requirements regarding the energy operator due to the loss of the energy permit or its expiration.

(2) The Operator shall be authorized to restrict or suspend the provision of services due to failure to fulfill other conditions and obligations of the Terminal Users, prescribed by these Rules, the Terminal Use Agreement and/or the Joint Terminal Use Agreement.

(3) In case of suspension or restriction of service provision due to the circumstances prescribed by this article, the Terminal User shall retain obligations towards the Operator, with the application of the following rules:

1. The Terminal User shall be obliged to pay to the Operator all costs and damages caused by suspension and/or restriction, as well as costs related to the continuation of the provision of services,
 2. The Terminal User shall be obliged to pay to the Operator all claims arising during the period of suspension or restriction of service provision, including the Terminal Use Fee and default interest calculated on overdue debts, regardless of the fact that the Terminal User did not use the services during that period,
 3. A Terminal User whose services are suspended or restricted shall not be permitted to book regasification capacity during the duration of the suspension or restriction.
- (4) By way of exception to paragraph 4(3) hereof, the Operator may authorize the Terminal User to trade on the Secondary Market in the notice of suspension or restriction of services.

Modifications, restriction or suspension of services provision due to circumstances that cannot be attributable to the responsibility of a Terminal User or the Operator

Article 69

The Operator shall be authorized to modify, restrict or suspend the provision of services when this is necessary to protect the public interest, to ensure the uninterrupted and safe operation of the Terminal and in cases where this is expressly provided for in these Rules, the regulations governing maritime affairs, energy, energy activities and the gas market, as well as the provisions of the Terminal Use Agreement or the Joint Terminal Use Agreement, including but not limited to the following cases:

1. When this is necessary to prevent accidents in the port, on the Terminal, Carrier or Truck, and when this is necessary to prevent danger to the life or health of people, the environment and/or property,
2. In cases of force majeure, unauthorized and dangerous actions of third parties, accidents, technical malfunctions of the Terminal, Carrier or Truck and related equipment, or other reasons that threaten the safety and technical correctness of the Terminal,
3. When required by the competent authorities,
4. In the event of the occurrence or forecast of Adverse Weather and/or Metocean Conditions, in accordance with the Technical Conditions of the Terminal, and/or
5. Due to the occurrence of risks that threaten the uninterrupted, efficient and safe operation of the Terminal, and the nature of the threat or the consequences of failure to act require urgent measures to prevent significant or irreparable damage.

Restriction or suspension of services due to force majeure

Article 70

(1) In the event of a force majeure event at the Terminal location, the Operator shall be authorized to take the following measures:

1. Carry out a proportional adjustment of the nominations of all Terminal Users, for the period from the date of occurrence of the force majeure circumstances until the date of commencement of LNG discharge from the first Carrier to moor at the Terminal, taking into account the Joint Service Schedule.
2. Adjust the LNG quantity being discharged from the Carrier whose mooring and/or discharge was affected by a force majeure event, with the aim of ensuring the arrival and laytime of the next Carrier in accordance with the Joint Service Schedule.

(2) In the event that a Carrier, in accordance with the Monthly Service Schedule, arrives late to the Terminal, and at the moment of arrival at the Terminal, a force majeure event and/or Adverse Weather and/or Metocean Conditions occur at the Terminal location, the Operator shall appropriately apply the provisions of paragraph 1 hereof.

(3) The Operator may apply measures other than those prescribed by this Article if the Terminal Users reach an agreement and promptly provide written notice thereof to the Operator, provided that such agreement does not jeopardize the safe, efficient and reliable operation of the Terminal.

Restriction or suspension of services due to Terminal development, construction and maintenance

Article 71

(1) The Operator may restrict or disable the provision of services during the period directly related to the performance of regular or extraordinary maintenance work, including dry docking of the FSRU, as well as during the period in which the development and/or construction works of the Terminal infrastructure and/or systems are carried out.

(2) The restriction of services due to regular maintenance and/or dry docking shall be implemented according to the schedule provided by the Operator to Terminal Users.

VII. TERMINAL MANAGEMENT

LNG Heel Article 72

- (1) The Operator shall be responsible for controlling and properly maintaining the LNG Heel in the Terminal tanks to ensure the operation of the Terminal in safe, efficient and reliable operating conditions.
- (2) When managing the Terminal, the Operator shall take care of the timely arrival of cargo and the compliance of user's nominations with operational needs, in order to avoid a situation in which the LNG Heel falls below the allowed limit.
- (3) The costs associated with maintaining the LNG Heel shall be borne by the Operator, except in cases where these costs are incurred as a result of a Terminal User's responsibility, as prescribed by these Rules and/or the General Terms and Conditions.
- (4) In the event when the operational level of LNG falls below the allowed limit, the Terminal User who, according to the Service Schedule, is delivering the next cargo to the Terminal, shall be obliged to make the necessary LNG quantities available to the Operator to replenish the operational level of LNG to the LNG Heel.
- (5) In the case referred to in paragraph 4 hereof, when the cost of replenishment of the LNG Heel is borne by the Operator, the cost of gas for replenishment of the LNG Heel shall be determined, in an appropriate manner, by applying the following rules:
 1. The basic price is the price of natural gas published on the official website of the gas hub in Austria (CEGH), in the VWAP/CEGHIX column, expressed in EUR/MWh at the gross calorific value, valid on the day of the start of discharge of cargo used for the needs of replenishment of the LNG up to the LNG Heel, which is increased by 5%,
 2. The lowest price for the cost of gas transportation from the gas hub in Austria (CEGH) to the virtual trading point in the Republic of Croatia, calculated according to the prices for daily capacity products of the relevant transmission systems, valid on the day of the start of discharge of cargo used for the purpose of replenishing LNG to the LNG Heel, shall be added to the price from point 1.
- (6) The Operator shall pay the Terminal User the cost calculated according to the rules set out in paragraph 5 hereof within 20 days from the date of receipt of a validly issued invoice.
- (7) By way of exception to paragraph 4 hereof, the Operator shall be obliged, at any time, in a transparent and non-discriminatory manner, by applying market principles, to independently secure the LNG quantities necessary to maintain the LNG Heel.
- (8) If, due to maintenance and/or development and construction works at the Terminal, the LNG Heel has to be temporarily reduced, the Operator may transfer part or all of the Heel to a Terminal User who agrees to this, in order to ensure the safety of the works. In that case, the Terminal User who, according to the Service Schedule, is delivering the next cargo to the Terminal, shall be obliged to make the necessary LNG quantities available to the Operator to replenish the operational level of LNG to the LNG Heel.
- (9) In the case referred to in paragraph 8 hereof, the Terminal User to whom all or part of the LNG from the Heel level has been transferred, the Terminal User delivering the next cargo to the Terminal and the Operator shall, by a special agreement, regulate

their mutual rights and obligations in relation to the transfer and return of the gas quantities required for the LNG Heel.

Rules for compensation of the LNG Heel due to acts or omissions of Terminal Users

Article 73

(1) Terminal Users shall be obliged to adhere to the Service Schedule so that the Operator could properly maintain the LNG Heel.

(2) The Terminal User shall be obliged to cover the procurement costs and all related costs related to procuring the LNG required to replenish the LNG in the Terminal tanks to the LNG Heel, in the following cases:

1. Due to failure to fulfill the cargo delivery obligation,
2. Due to the delay in the Carrier arrival,
3. Other violations of obligations, due to which discharge is impossible or it cannot be carried out in a timely manner.

(3) If consecutive situations referred to in paragraph 2 hereof occur, including, but not limited to, delays or non-arrival of two or more consecutive Carriers scheduled to arrive at the Terminal according to the Service Schedule, the Terminal Users responsible for the acts or omissions in question shall be obliged to cover all costs related to the provision of LNG which is necessary to achieve the LNG Heel in the Terminal tanks, according to the following rules:

1. A Terminal User whose Carrier has not delivered cargo to the Terminal according to the Service Schedule shall be liable for the LNG cost that needs to be compensated in order to achieve the LNG Heel, for the period from the scheduled arrival of its Carrier at the Terminal until the moment when the next Carrier was scheduled to arrive at the Terminal,
2. If the next Carrier does not arrive at the Terminal, the liability for the cost of LNG shall pass to the Terminal User whose Carrier was supposed to arrive at the Terminal, for the period from the scheduled arrival of that Carrier until the next Carrier is scheduled to arrive at the Terminal,
3. This cost allocation procedure, based on the principle of responsibility for the time period between scheduled Carrier arrivals, shall apply appropriately for the entire period in which the LNG Heel is below the allowed limit due to non-fulfillment of the obligations by Terminal Users.

(4) The Terminal User responsible for the occurrence of the event referred to in paragraph 2 hereof shall be obliged to reimburse the cost of the LNG used to replenish the LNG Heel to the Terminal User who delivered the cargo used for that purpose.

(5) Unless otherwise agreed by the Terminal Users, the Operator shall record the LNG quantities used to replenish the LNG Heel as a borrowing transaction, in such a way that the Terminal User who delivered the cargo, as the Lender, lends the relevant LNG quantities to the Terminal User who did not deliver the cargo, as the Borrower.

(6) By way of exception to paragraph 5 hereof, in the event that Terminal Users agree on a different method of compensation for the cost of LNG used to replenish the LNG Heel, they shall be obliged to submit a written notice thereof to the Operator, no later than three business days from the date on which the event referred to in paragraph 2 hereof occurred.

(7) In the event that the Terminal Users do not reach an agreement on the price for calculating the LNG cost compensation within three days of the occurrence of the event referred to in paragraph 2 hereof, the price of the gas used for replenishment of the LNG Heel shall be determined based on the sum of the following prices:

1. The price of natural gas published on the official website of the gas hub in Austria (CEGH), in the VWAP/CEGHIX column, expressed in EUR/MWh at the gross calorific value, valid on the day of the start of discharge of cargo used for the needs of replenishment of the LNG up to the LNG Heel,
2. The lowest price of gas transportation from the gas hub in Austria (CEGH) to the virtual trading point in the Republic of Croatia, calculated according to the prices for daily capacity products of the relevant transmission systems, valid on the day of the start of discharge of cargo used for the purpose of replenishing LNG to the LNG Heel.

Inventory of LNG in the Terminal Article 74

(1) The Operator shall be obliged to provide the Terminal User with access to information on the LNG quantity contained in the Terminal tanks and owned by it, as well as data on the quality and total quantity of LNG in the Terminal.

(2) The Operator shall regularly determine and update data on the LNG quantities in the Terminal tanks and the quantities of dispatched gas, in accordance with the Natural Gas Allocation Policy.

(3) On the basis of a justified request, the Operator may provide the Terminal User with access to all relevant data necessary to determine the gas quality and quantity calculation.

(4) The Operator shall be obliged to carry out an inventory of LNG in the Terminal at least once a year.

(5) In the event that the inventory shows that the available LNG quantity in the Terminal deviates from the quantities calculated based on operational data, and the difference is within the allowable losses, the determined LNG surplus or deficit shall be distributed to the Terminal Users who have used the regasification capacity, in proportion to the actually used regasification capacities, during the period to which the inventory relates.

(6) In the event that the LNG deficit exceeding the allowable loss is determined, the difference shall be attributed to the Operator's gas losses. The Operator shall be obliged to compensate this loss to the Terminal Users, in accordance with the rules prescribed by the Natural Gas Allocation Policy.

Management of regasification capacity congestions

Article 75

- (1) The Operator shall manage the regasification capacity congestions with the aim of optimal and maximum utilization of the Terminal's technical capacities and timely prevention of future congestions.
- (2) A Terminal User who does not intend to use the booked regasification capacity in the following gas year shall be obliged to notify the Operator thereof in writing, no later than the deadline prescribed for the submission of the Annual Service Schedule Plan.
- (3) If a Terminal User submits a notification that it does not intend to use the booked regasification capacity in the following gas year or if it follows from the Annual Service Schedule that the Terminal User will not use a part or all of the booked regasification capacity, and there is a regasification capacity congestion at the Terminal, the Operator may, in whole or in part, take away the regasification capacity that the Terminal User does not intend to use.
- (4) In the case referred to in paragraph 3 hereof, the Operator shall, without delay, deliver a written notification on the taking away of the unused regasification capacity to the Terminal User.
- (5) The Operator shall have the right to offer the regasification capacity it had taken away for booking through an Auction.
- (6) The Terminal User whose regasification capacity has been taken away shall retain the rights and obligations from the Terminal Use Agreement, in relation to the taken away regasification capacity, until the moment a Terminal Use Agreement is concluded between the Operator and the Terminal User to whom the taken away capacity has been allocated.
- (7) In the event of conclusion of the agreement referred to in paragraph 6 hereof, the Operator shall, without delay, notify the Terminal User whose regasification capacity has been taken away, stating at least the following in the notification:
 1. The quantity of the taken away regasification capacity that has been allocated to another Terminal User, with a notice of termination of the Terminal User's rights and obligations in relation to the allocated taken away capacity, and
 2. Confirmation that the Terminal User shall retain all rights and obligations from the Terminal Use Agreement in relation to the remaining part of the taken away regasification capacity that has not been allocated to another Terminal User.

VIII. TERMINAL MAINTENANCE

Regular Terminal maintenance

Article 76

- (1) The Operator shall be obliged to plan and carry out maintenance work to ensure the safe , technically correct, reliable and efficient operation of the Terminal.
- (2) The Operator shall carry out maintenance work in a manner that will seek to minimize the impact of the work on the Service Schedules of Terminal Users, except when safety, regulations or Technical Conditions of the Terminal require otherwise.
- (3) The Operator shall plan regular maintenance in such a way that:
 1. Regular maintenance works are planned in periods when, according to the published annual maintenance schedule of the transmission system, works are carried out on the transmission system and/or when regulatory and legal inspections of the Terminal are planned,
 2. Strives to include all regular maintenance work in the annual Terminal maintenance schedule, taking into account the technical requirements and needs of the Terminal,
 3. Strives to organize regular maintenance works which would otherwise be planned during the time of a Carrier's arrival at the Terminal, at another time, in order to minimally disrupt the rights of Terminal Users.
- (4) No later than by 15 March of each year, the Operator shall be obliged to submit to Terminal Users the annual Terminal maintenance schedule for the following gas year, indicating a maximum of 12 days in which planned services suspensions or restrictions are foreseen due to regular maintenance works.
- (5) The Operator shall be authorized to carry out Terminal maintenance works outside the dates specified in the annual Terminal maintenance schedule and, when necessary, to use additional regular maintenance days in which it will temporarily interrupt or restrict the provision of services due to maintenance work, provided that:
 1. It notifies Terminal Users of the need to carry out such additional maintenance works at least 60 days before their commencement,
 2. The total duration of regular maintenance works, including works foreseen in the annual Terminal maintenance schedule and additional works not specified in the maintenance schedule, does not exceed 15 days in one gas year,
 3. The Operator carries out the works in question in the months of April and/or October.

Dry docking

Article 77

- (1) The Operator shall be obliged to carry out dry docking of the FSRU in accordance with the regulations governing maritime affairs, navigation safety and technical inspections of carriers.

(2) Dry docking includes all works carried out for the purpose of renewing the FSRU carrier's classification society certificate, inspection work, emergency repair work, and all work involving the carrier upgrade in terms of safety, efficiency and environmental protection, and which are carried out according to a predetermined schedule or in the event of an emergency.

(3) The Operator shall plan to carry out dry docking and, if possible, shall include it in the annual Terminal maintenance schedule.

(4) In the event of circumstances requiring the urgent departure of the FSRU to dry dock in order to prevent a threat to the safe operation of the Terminal, human life and health, environmental pollution or significant damage to the property of the Operator and/or Terminal Users, the Operator shall be obliged to:

1. Immediately inform Terminal Users of the need for dry docking,
2. Provide information on the expected duration of service suspension,
3. Take all reasonable measures to minimize the impact of service suspensions on the approved Service Schedules of Terminal Users.

(5) Due to dry docking, the Operator shall have the right to temporarily suspend the provision of services for the entire time necessary to go to dry dock, carry out works on the FSRU, and return to the Terminal and restore the Terminal to function and regular operation.

(6) The costs of dry docking shall be borne by the Operator, unless the need for dry docking is caused by the actions or omissions of a Terminal User, in which case the Terminal User responsible for the need for dry docking shall bear all costs incurred and be liable for all damage caused.

Extraordinary Terminal maintenance

Article 78

(1) Extraordinary Terminal maintenance includes all activities that must be performed to ensure the safe and reliable Terminal operation, and that could not be performed or were not planned during regular maintenance. The Operator shall carry out extraordinary Terminal maintenance works only in cases of malfunctions or extraordinary events that endanger:

1. The safety of Terminal operations, human life and health, or when they are necessary for environmental protection,
2. The property of the Operator or Terminal Users, when there is a risk of significant material damage.

(2) Immediately upon the occurrence of the circumstances referred to in paragraph 1 hereof, the Operator shall be obliged to inform Terminal Users of the need for extraordinary maintenance and state the works schedule, the expected duration and the impact on the provision of services.

(3) Extraordinary maintenance that causes suspension or restriction of services may only be carried out when the risk to the safety of the Terminal or the nature of the failure or its intensity requires urgent action to prevent significant damage or threat to the operation of the Terminal, human life and health, or protection from environmental pollution.

Gas procurement for the proper operation of the Terminal

Article 79

The Operator shall, in a transparent and non-discriminatory manner based on 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.

IX. DATA PUBLICATION AND INFORMATION EXCHANGE

Operational Cooperation

Article 80

(1) The Operator shall exchange data and relevant information with gas market participants, in accordance with the regulations governing the gas market, for the purpose of ensuring the implementation of the procedures provided for in these Rules and the effective coordination of activities necessary for the unhindered functioning of the Terminal.

(2) Information exchange shall generally be carried out via the Operator's information platform or by e-mail, unless otherwise stipulated in these Rules.

Publication of information

Article 81

(1) The Operator shall be obliged to publish on its website, in a timely and transparent manner, all information relevant to the use of the Terminal services, including technical and commercial data, terms of use, contracting procedures and other documents ensuring equal and non-discriminatory access to all interested parties, in accordance with the principles of transparency, public availability and non-discrimination.

(2) Information whose publication could jeopardize the security of the Terminal operation, data confidentiality, or pose another security risk, shall not be publicly disclosed. However, if such information is important for contracting or using the Terminal services, the Operator shall be obliged to deliver it to the Terminal Users and the Agency in a timely and appropriate manner, with the application of appropriate confidentiality protection measures.

(3) Before any change of the Natural Gas Allocation Policy, the Operator shall be obliged to notify all Terminal Users and the Agency of the changes in question at least 15 days before they come into force.

Information exchange

Article 82

(1) In order to ensure access and exchange of data via the Operator's information system, the Operator and Terminal Users shall conclude agreements regulating the rights and obligations in relation to the conditions and manner of using the Operator's information system.

(2) Requests, notices and/or information or letters submitted by Terminal Users to the Operator shall be considered duly delivered if they are submitted in the manner prescribed by these Rules, on behalf of the Terminal User if they were submitted by the Terminal User's authorized representative. The Operator and Terminal Users shall be obliged to ensure the data exchange in accordance with the regulations on the security of information exchange. As a rule, communication shall be conducted in Croatian, unless the parties agree to use English, when applicable.

Communication in crisis and emergency situations

Article 83

(1) The Operator and a Terminal User shall be obliged, without delay, to inform the other party of extraordinary or urgent circumstances that may affect the implementation of these Rules and/or the Terminal Use Agreement.

(2) In the event of circumstances that pose a risk to the safety of the carrier, cargo, human life, health, property or the environment, the Terminal User or its authorized representative shall be obliged to notify the Operator by telephone immediately upon learning of such circumstances, without delay.

(3) After the first notification, the Terminal User or its authorized representative shall be obliged to inform the Operator of any changes in the circumstances, at intervals that may not exceed four hours, until the circumstances are completely eliminated.

(4) All notifications referred to in this Article must be documented in an appropriate manner and, upon request by the Operator, delivered in writing within a reasonable time.

X. GAS LOSS CALCULATION

Calculation and accounting of gas loss

Article 84

(1) For the calculation and accounting of gas losses at the Terminal, the rules of the Natural Gas Allocation Policy shall apply, which are based on the principles described in this chapter of the Rules, whereby the details of the calculation are derived from the provisions of the policy itself.

(2) No later than by the end of the current month, the Operator shall prepare a calculation of total gas losses at the Terminal, for each gas day, for the month preceding the current month.

(3) Total gas loss in a 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 in a 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 discharged to the Terminal in a gas day (kWh),

D^P LNG quantity regasified in a gas day (kWh),

Z^P quantity of reloaded LNG (kWh).

(4) Total gas loss in a gas year shall be determined according to the following formula:

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

Where:

G^G total gas loss in a 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 discharged to the Terminal in a gas year (kWh)

D^G LNG quantity regasified in a gas year (kWh),

Z^G quantity of reloaded LNG in a gas year (kWh).

(5) The Allowable Gas Loss in a gas year shall be determined according to the following formula:

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

Where:

DG^G Allowable Gas Loss in a gas year (kWh),

P^G LNG quantity discharged to the Terminal in a gas year (kWh).

(6) The Unallowable Gas Loss in a gas year shall be determined according to the following formula:

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

Where:

NG^G – Unallowable Gas Loss in a gas year (kWh),

G^G – Total gas loss in a gas year (kWh),

DG^G – Allowable Gas Loss in a gas year (kWh).

If the value of NG^G is 0 or lower, there was no unallowable loss in that gas year.

XI. 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. 87/21, 72/22, 15/24) shall cease to be valid.

Article 86

(1) By way of derogation from Article 9(1) of these Rules, Terminal Users who have a valid Terminal Use Agreement at the time these Rules come into force shall not be obliged to conclude a registration agreement with the Operator.

(2) By way of derogation from Article 9(9) of these Rules, an interested party intending to participate in the capacity allocation auction to be conducted in the gas year 2025/2026, shall be obliged to submit a request for concluding a registration agreement no later than 15 days before the start of the auction.

(3) By way of derogation from Article 11(4) of these Rules, the Operator shall conduct an auction for expanded regasification capacity regardless of the prescribed regular time, or at a time determined by it, in accordance with operational and market conditions.

(4) By way of derogation from Article 26(4) of these Rules, the deadline for the delivery of the Annual Service Schedule Plan for the gas year 2025/2026 shall be 2 June 2025, except in the case of application of the rules from Article 26(6) of these Rules, in which case the deadline for the delivery of the Annual Service Schedule shall be jointly determined by the Operator and the Terminal Users.

(5) By way of derogation from Article 33(2) of these Rules, the deadline for the delivery of the Annual Service Schedule for the gas year 2025/2026 shall be 15 July 2025, except in the case of application of the rules from Article 26(6) hereof, in which case the deadline for the delivery of the Annual Service Schedule shall be jointly determined by the Operator and the Terminal Users.

(6) By way of derogation from Article 76(5) of these Rules, the Operator may use a maximum of 15 days for regular Terminal maintenance works from the gas year 2025/2026. Until then, the Rules of Operation of Liquefied Natural Gas Terminal (Official Gazette No. 87/21, 72/22, 15/24) shall apply to the matter of the number of regular maintenance days.

(7) By way of derogation from Article 17(3) of the General Terms and Conditions of these Rules, the method of calculating the amount of payment security instruments shall apply from the gas year 2025/2026. Until then, the Rules of Operation of Liquefied Natural Gas Terminal (Official Gazette No. 87/21, 72/22, 15/24) shall apply to the calculation of the amount of payment security instruments.

(8) By way of derogation from Article 36(3) of the General Terms and Conditions of these Rules, the number of regular maintenance days for which a Terminal User is obliged to pay the Terminal Use Fee and other applicable fees shall apply from the gas year 2025/2026. Until then, the Rules of Operation of Liquefied Natural Gas Terminal (Official Gazette No. 87/21, 72/22, 15/24) shall apply to the calculation of the number of days.

(9) No later than by the entry into force of these Rules, the Operator shall publish new forms of the Terminal Use Agreement and the Joint Terminal Use Agreement according to the provisions of these Rules, and the Terminal Users shall be obliged to submit signed agreements to the Operator within 15 days from the date of entry into force of these Rules. In the event that a Terminal User fails to submit the signed agreements within the specified period, or explicitly states that it did not agree with the application of the amended Rules to existing agreements, or refuses to conclude new agreements, the Operator and/or the Terminal User shall have the right to unilaterally terminate the existing Terminal Use Agreement and the Joint Terminal Use Agreement, in accordance with the provisions of Annex I to these Rules on the stability of provisions of the Terminal Use Agreements.

Article 87

These Rules shall be published in the “Official Gazette” and shall enter into force eight days from the date of their publication in the “Official Gazette”.

Company director
Ivan Fugaš

APPENDIX 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 Terminal Users may conclude with the Operator in accordance with these 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 of Operation of the Liquefied Natural Gas Terminal (hereinafter: Rules) and regulations governing energy, energy-related activities, the gas market and maritime affairs.

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:
 1. Information on the energy operators concluding the Terminal Use Agreement,
 2. The LNG Regasification Capacity allocated to the Terminal User for an individual gas year during the Terminal Use Agreement,
 3. Duration of the Terminal Use Agreement, and
 4. 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

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.

Terminal User's obligations

Article 7

The Terminal User shall be obliged to:

1. Settle in full any due invoices issued by the Operator for the Terminal Use Fee, the Operator's non-standard services fees, as well as other payment obligations insofar as they arise from the Terminal Use Agreement,
2. Ensure the technical conditions for communication with the Operator,
3. Submit to the Operator the payment security instrument in accordance with these General Terms and Conditions,
4. Ensure that the delivered LNG is in accordance with the LNG quality in accordance with the Rules,

5. Use the services according to the approved Service Schedules in accordance with the Rules,
6. Use the services in accordance with the Rules, the Technical Conditions of the Terminal, the Technical Conditions for LNG Reload into a Truck and the Commercial Conditions for LNG Reload into a Truck,
7. 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,
8. Be responsible for the transportation and mooring of each cargo that the Terminal User has the right to discharge to the Terminal in accordance with the Technical Conditions of the Terminal and the Rules,
9. Be responsible for the safe reload into Trucks and/or Carriers,
10. Ensure delivery of gas at the Delivery Point, in accordance with the Rules, and
11. Guarantee the confidentiality of confidential information that have been made available to the Terminal User, in accordance with these General Terms and Conditions.

Terminal User's other rights and obligations

Article 8

The Terminal User shall 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 the 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.

Non-Standard Services Fee

Article 10

- (1) The Terminal User shall be obliged to pay to the Operator a fee for the Non-Standard Services provided by the Operator.
- (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.

Services invoicing

Article 11

- (1) The Terminal Use Fee, the fee for the use of the Non-Standard Service of reload into Trucks, and the fee for the use of the Non-Standard Service of reload into Carriers shall be invoiced monthly in accordance with Article 12 of these General Terms and Conditions.
- (2) The Non-Standard Service use fee, except for fees referred to in paragraph 1 hereof, shall be invoiced per service performed, 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.
- (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.

Resolution of disputes regarding the fees calculation

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.

VAT calculation and third party costs

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 for 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 Carrier of the Terminal User, Truck, the Terminal User's LNG and/or the mooring of the Terminal User's Carrier 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, but not limited to, 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 and the Rules.

(2) The payment security instrument must be valid and in effect for the entire duration of the Terminal Use Agreement and for at least 60 days after the expiration of the Terminal Use Agreement.

(3) In the event of termination of the Terminal Use Agreement, the payment security instrument must be valid until all obligations of the Terminal User are fulfilled (hereinafter: Payment Security Period).

(4) By way of exception to paragraph 3 hereof, when the Terminal User has booked Annual Regasification Capacity for two or more gas years, the payment security instrument must have a validity period in accordance with Article 19 hereof, and the Terminal User shall be obliged to renew it in accordance with the provisions of the same Article.

(5) All costs in relation to the payment security instrument for Terminal use, including but not limited to costs associated with the issuance, management and activation of the security instrument for Terminal use, shall be borne by the Terminal User.

(6) 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.

Amount and form of payment security instruments

Article 17

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

(2) The Terminal User who has concluded a Terminal Use Agreement shall be obliged to submit a payment security instrument in an amount corresponding to the sum of:

1. 50% of the total Terminal use fees for the first following gas year of Terminal use, and
2. 25% of the total Terminal use fees for the second following gas year of Terminal use.

all increased by the amount of VAT (if VAT is applicable).

(3) In addition to the payment security instrument referred to in paragraph 2 hereof, the Terminal User who has concluded the Terminal Use Agreement must also submit a payment security instrument in the amount corresponding to 50% of the total Terminal use fees for the third and all subsequent gas years until the expiration of the Terminal Use Agreement, in the form of a promissory note or 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, in the amount corresponding to 5% of the total Terminal Use Fees for the third gas year and all subsequent gas years until the expiration of the Terminal Use Agreement, all increased by the VAT amount (if VAT is applicable).

(4) The payment security instrument referred to in paragraph 2 hereof may be provided in the form of:

1. A cash deposit in EUR by depositing cash to the Operator's 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.

(5) In the event of delivery of a bank guarantee, it must be issued for a validity period of at least 60 days longer than the expiry of the following gas year for which the bank guarantee was issued, in accordance with these Rules.

(6) The Terminal User shall be obliged to renew the bank guarantee or submit a new bank guarantee no later than 15 business days before the beginning of the next gas year.

(7) In the event that circumstances occur during the term of the Terminal Use Agreement that affect the change in the calculation of the amount of the payment security instrument, the Terminal User shall be obliged to deliver to the Operator, within 30 days from the occurrence of such circumstances, a valid payment security instrument in the amount calculated in accordance with this article.

(8) The Terminal User shall be deemed to have provided a payment security instrument when the Operator:

1. Receives the original bank guarantee at its registered office address, or
2. Receives confirmation from the Operator's bank of receipt of the bank guarantee via SWIFT, or

3. When funds have been posted to the Operator's deposit account and the Operator is enabled to dispose of these funds.
- (9) 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 and in connection with the Terminal Use Agreement.
- (10) Provisions on the payment security instrument for annual regasification capacities shall apply appropriately to the Spot Cargo Regasification Capacity, unless the General Terms and Conditions or the Rules stipulate otherwise.

Payment security instrument for the Spot Cargo Regasification Capacity

Article 18

- (1) For a service contracted based on allocated Spot Cargo Regasification Capacity, the payment security instrument shall amount to 100% of the total Terminal use fees on the basis of the allocated Spot Cargo Regasification Capacity, increased by the amount of VAT, if VAT is applicable.
- (2) The payment security referred to in paragraph 1 hereof shall be provided in one of the following forms:
 1. A cash deposit in EUR 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 with a validity period of at least 60 days after the expiry of the Terminal Use Agreement and annex to the Terminal Use Agreement, whichever is applicable, under which the Spot Cargo Regasification Capacity has been booked.
- (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 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.

Terms of use and renewal of payment security instruments

Article 19

- (1) The Terminal User who has contracted the LNG regasification service for two or more gas years shall be obliged to:
 1. No later than 15 business days before the start of each subsequent gas year, renew and submit a new bank guarantee or cash deposit, in the amount in accordance with these General Terms and Conditions,
 2. Issue each bank guarantee with a validity period of at least one gas year, except for the last bank guarantee, which must be issued with a validity period of at

least 60 days longer than the end of the last gas year for which the LNG regasification service was booked.

(2) By way of exception to paragraph 1 hereof, if the Terminal User has not booked LNG regasification service for a particular gas year of the term of the Terminal Use Agreement (hereinafter: Gas Year without Booked Capacity), then the bank guarantee for the gas year immediately preceding the Gas Year without Booked Capacity must be issued with a validity period of at least 60 days longer than the expiration of the gas year for which it was issued.

(3) In the case when the Terminal User has contracted the LNG Regasification Service for two or more gas years, but it has not contracted the LNG Regasification Service for a particular gas year of the Terminal Use Agreement duration, the Terminal User shall be obliged to submit to the Operator the security instrument for future Terminal use.

(4) The payment security instrument for future Terminal use shall be submitted to the Operator in the amount of 10% of the value of the total Terminal use fees, but not higher than EUR 1,000,000.00.

(5) For the entire duration of the Terminal Use Agreement, the Operator must be in possession of a valid payment security instrument or payment security instrument for future Terminal use, as applicable, in accordance with the agreed terms and the provisions of these General Terms and Conditions.

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

(7) If the Terminal User does not issue and does not deliver the bank guarantee to the Operator within the period referred to in paragraph 1 hereof, or does not deliver another appropriate payment security instrument within the relevant period, in accordance with Article 17 of the General Terms and Conditions, the Operator shall have the right to collect from the bank guarantee and deposit the received funds as a cash deposit in its deposit account.

(8) The Operator shall have the right to use the funds referred to in paragraph 7 hereof as a payment security instrument until the Terminal User delivers a new bank guarantee to the Operator in accordance with Articles 16 and 17 of these General Terms and Conditions, after which it shall return the funds obtained from the collection of the bank guarantee to the Terminal User.

(9) The provisions of paragraphs 7 and 8 hereof shall also apply in an appropriate manner in the event that the Terminal User does not properly provide a payment security instrument for future Terminal use.

(10) 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 7 hereof.

(11) 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 shall be added to the total deposit amount, and the Operator shall be authorized to use it under the same conditions under which it is authorized to use the payment security instrument in accordance with these General Terms and Conditions.

(12) 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.

(13) 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 from the Terminal User.

Delivery of a new payment security instrument

Article 20

(1) If the Operator uses a payment security instrument to settle the Terminal User's liabilities, regardless of whether the payment security instrument is used in full or in part, the Terminal User shall be obliged to deliver a new payment security instrument to the Operator.

(2) The new payment security instrument must be in an amount that corresponds to the amount collected by the Operator using the previous payment security instrument.

(3) The new payment security instrument must be delivered to the Operator within 10 days from the day the Operator used the previous payment security instrument.

(4) Paragraphs 1 to 3 hereof shall 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.

(5) If the Terminal User fails to deliver or renew the payment security instrument in the manner and in accordance with the deadlines prescribed in these General Terms and Conditions and the Rules, or the provisions of the Terminal Use Agreement, the Operator shall have the right to:

1. Terminate the Terminal Use Agreement in accordance with Article 39 of the General Terms and Conditions, with leaving a subsequent deadline for fulfilling the obligation of three business days, and
2. Retain all other rights arising from the Terminal Use Agreement, these General Terms and Conditions and the Rules, and
3. Claim indemnification from the Terminal User, if the Operator has suffered damages as a result of the termination of the Terminal Use Agreement.

(6) The rights referred to in paragraph 5 hereof shall not affect other rights belonging to the Operator under these General Terms and Conditions.

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 reload, 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 Truck or Carrier or any other natural and/or legal person involved in the LNG reload, 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 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.

Liability for damage to third parties

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 party of the Operator, and if the first party is the Terminal User, the indemnified party of the Terminal User).

Claim for indemnification

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 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.

Exclusion of limitation of indemnification

Article 26

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

Indemnification due to suspension of service provision

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

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

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

I_o = the amount of liability limitation 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.

The Operator's obligation to pay the demurrage fee

Article 28

(1) If the Carrier laytime exceeds that prescribed in Article 51(3) of these Rules, the Operator shall be obliged to pay the Terminal User a demurrage fee and costs as follows:

- A fee for Carriers with a gross capacity of up to 60,000.00 m³ in the amount of EUR 23,000.00 per day, in respect of the additional time spent,
- A fee for Carriers with a gross capacity between 60,000.00 m³ and 110,000.00 m³ in the amount of EUR 39,000.00 per day, in respect of the additional time spent,
- A fee for Carriers with a gross capacity of over 110,000.00 m³ in the amount of EUR 56,000.00 per day, in respect of the additional time spent, 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.

The Terminal User's obligation to pay the demurrage fee

Article 29

(1) If, due to any act or omission of the Terminal User, the Carrier or the master of the Carrier, the cargo discharge or reload is not completed within the period prescribed in Article 51(3) of these Rules, the Terminal User shall be obliged to pay the Operator a demurrage fee and costs, as follows:

- A fee for Carriers with a gross capacity of up to 60,000.00 m³ in the amount of EUR 23,000.00 per day, in respect of the additional time spent,
- A fee for Carriers with a gross capacity between 60,000.00 m³ and 110,000.00 m³ in the amount of EUR 39,000.00 per day, in respect of the additional time spent,
- A fee for Carriers with a gross capacity of over 110,000.00 m³ in the amount of EUR 56,000.00 per day, in respect of the additional time spent, 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.

Rules for calculation of the demurrage fee

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 laytime shall be calculated as follows:

- a) The period for which the demurrage fee is calculated shall begin to run as soon as the laytime as prescribed in Article 51(3) of these Rules expires,
- b) Each started hour of exceedance shall be counted as one full hour of exceedance of the laytime, and
- c) For the exceedance of the 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 the actual exceedance of laytime, as prescribed in Article 51(3) of these Rules.

(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.

Demurrage fee payment terms

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 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 non-observance by the Terminal User of the Carrier's arrival time indicated in the approved Monthly Service Schedule and the provided information on the necessary hour of the Carrier's arrival, the Terminal User shall compensate the Operator for the resulting damage, except when such non-observance is the result of the Operator's actions or omission, or force majeure events.

(4) The Operator shall compensate the Terminal User for any damage incurred by the Terminal User due to that Terminal User's non-observance of the Carrier's arrival time in accordance with the approved Monthly Service Schedule and the provided information on the necessary hour of the Carrier's arrival, for reasons attributable to the Operator.

(5) For any failure to comply with the order to unberth the Carrier from the Terminal, the Terminal User shall compensate the Operator for any resulting damage, except when such failure is the result of the Operator's actions or omissions.

(6) In the event of the inability to unberth a Carrier from the Terminal due to the Operator's fault, the Operator shall compensate 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 to 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).

(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.

(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 Indemnity Invoice Complaint, 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

Article 33

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

1. Any failure to fulfill 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 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 Adverse Weather and/or Metocean Conditions, 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.

Procedures in case of force majeure

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 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 FSRU

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 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 booked 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 FSRU:

- Becomes a total loss, the Terminal Use Fee 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 Terminal Use Fee 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 FSRU's underwriters agree that it is a constructive or compromised or arranged total loss or, if such agreement is not reached with the FSRU's underwriters, the day on which it is established by a competent court that a constructive or compromised or arranged total loss of the FSRU has occurred, or
- Goes missing, the Terminal Use Fee 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 of receipt of the last news about the FSRU.

(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.
- (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 docking) lasting longer than 12 days in one gas year, whereby:
 - For the first 12 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 12 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 FSRU, 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).

Termination of the Terminal Use Agreement

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.

Agreement termination by the Operator

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 FSRU, 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 the Terminal use fees (excluding VAT) for the period from the termination of the Terminal Use Agreement until the end of the last gas year in which the user in question has leased the Terminal capacity in accordance with the Terminal Use Agreement being terminated, increased by
- b) 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.

(5) In the event that the capacity that became available as a result of the agreement termination in accordance with this Article, and on the basis of which the Operator received the payment of the amount based on paragraph 3(a), is leased by another Terminal User in part or in full, the Operator shall return to the Terminal User with whom the Terminal Use Agreement has been terminated a part of the received amount of the Terminal Use Fee without the associated default interest, which was collected based on paragraph 3(a) hereof, in an amount that corresponds to the total amount of the Terminal Use Fee (without VAT) which the Operator has collected based on the conditions established in the Terminal Use Agreement concluded with the new Terminal User.

Agreement termination by the Terminal User

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.

Consequences of agreement termination in the event of loss of the FSRU

Article 41

- (1) If the FSRU 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 FSRU 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 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:

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 = booked 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 booked 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.

Operator's obligations regarding 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.

Terminal User's obligations regarding insurance

Article 44

The Terminal User shall be responsible for contracting and maintaining, at its own expense, insurance policies in respect of the Carrier and any other Terminal User's property which the Terminal User considers appropriate for insurance, including the following:

- Hull and machinery (marine and war risks) and protection and indemnity insurance in relation to any 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 the 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 concluded 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 of the parties to the agreement that existed at the time of concluding the Terminal Use Agreement, and which amendments shall be in accordance with the provisions of the concluded Terminal Use Agreement.
- (2) The provision of paragraph 1 hereof 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.
- (3) 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 30 days from the day of entry into force of the amendments of regulations referred to in paragraph 1 hereof, either party shall have the right to terminate the Terminal Use Agreement.

(4) In case of termination of the Terminal Use Agreement on the basis of paragraph 3 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.

Cost of early agreement termination

Article 48

(1) In the event of early termination of the Terminal Use Agreement by the Terminal User for reasons not provided for in Article 40(1) and Article 47(3) of these General Terms and Conditions, the Terminal User shall be obliged to pay to the Operator the cost of the agreement termination (hereinafter: Termination Cost), equal to the net present value of the booked capacity use fee that the Terminal User was obliged to pay until the date of expiry of the contracted services under the Terminal Use Agreement.

(2) The Operator shall retain the payment security instruments submitted by the Terminal User in accordance with Articles 16 to 20 of these General Terms and Conditions and shall have the right to use them to cover any costs incurred as a result of the agreement termination.

(3) In the event that the payment security instruments amount is not sufficient to cover all due claims, the Terminal User shall remain fully liable for settling the remaining amount.

(4) All additional costs related to administrative and operational activities resulting from early agreement termination shall be borne by the Terminal User who terminated the agreement.

(5) The capacity that is the subject of termination of the Terminal Use Agreement shall be made available within the framework of Auctions for capacity allocation, in accordance with the valid procedures from these Rules.

(6) All payment obligations arising from this article shall be due on the day of termination of the Terminal Use Agreement.

(7) In the event that the capacity that became available as a result of the agreement termination in accordance with this Article, and on the basis of which the Operator received the payment of the amount based on paragraph 1 hereof, is leased by another Terminal User in part or in full, the Operator shall return to the Terminal User with whom the Terminal Use Agreement has been terminated a part of the received amount of the Terminal Use Fee without the associated default interest, which was collected, in an amount that corresponds to the total amount of the Terminal Use Fee (without VAT) which the Operator has collected based on the conditions established in the Terminal Use Agreement concluded with the new Terminal User.

Applicable law and language of the Terminal Use Agreement and the Joint Terminal Use Agreement

Article 49

- (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 50

- (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 obligation

Article 51

- (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 responsibility for LNG and regasified LNG

Article 52

(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 discharge 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.

Publication and governing language

Article 53

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.

Company director
Ivan Fugaš