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# Terminal Rules

Version 1.0

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## 1. GENERAL PROVISIONS

### 1.1 Objectives

- 1.1.1** This document reports the Terminal Rules for the use of the Terminal.
- 1.1.2** The Terminal Rules establish the terms and procedure for the use of the Terminal covering the Requirements For Access to the Regasification Service, the Capacity Allocation Procedure, the Annual Service Schedule and all other terms and procedures that are necessary for the use of the Terminal by the Terminal Operator and the Terminal Users.
- 1.1.3** The Terminal Rules, with all its annexes, must be read and interpreted in conjunction with all other contractual documents, among which the Terminal Service Contract, including the Special Provisions and the General Terms and Conditions, and the Joint Terminal Use Contract. Together, they form the Contract Package to be complied with when applying for capacity allocation, using the Regasification Service and in all other applicable contractual or commercial relations between the parties in relation to the Terminal.

### 1.2 Legal basis

- 1.2.1** The Terminal Rules have been developed under the principles of efficiency, non-discrimination, safety, transparency and confidentiality of market-sensitive information, as provided for by the legal basis summarized from clause 1.2.2 to clause 1.2.4 (inclusive).
- 1.2.2** The European legal basis includes the Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in Natural Gas and repealing Directive 2003/55/EC, the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the Natural Gas transmission networks and repealing Regulation (EC) No 1775/2005 and the Regulation (EU) 2017/1938 of the European Parliament and of the Council of 25 October 2017 concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010.
- 1.2.3** The Finnish legal basis includes the Natural Gas Market Act 2017/587, Act on the Supervision of the electricity and gas market 590/2013, Act on Safeguarding Security of Supply 1390/1992, Government Decree on the National Emergency Supply Agency 455/2008, Government Decree on the National Emergency Supply Agency 1048/2018, Act on Compulsory Stockpiles of Imported Fuels 1071/1994, Act on Security Stockpiling 970/1982, Government Decree on Security Stockpiling Programme 460/2018, the Terms and Conditions of Transmission Service and the Terms and Conditions of Balancing.
- 1.2.4** The Estonian legal basis includes the Natural Gas Act RT I 2003, 21, 128, the Network Code on the Operation of the Gas Market and the Emergency Act.

### 1.3 Extraordinary circumstances and provisions for the First Gas Year

- 1.3.1** During the First Gas Year, the Slots of the First Gas Year shall be allocated following the Spot Capacity Allocation Procedure with all the amendments and exceptions set out in clause 1.3.2 and 1.3.3. During the First Gas year, the Slots for the following Gas Year shall be allocated according to the provisions of the Terminal Rules.
- 1.3.2** In respect of Slots of the First Gas Year, clauses 6.2.7, 7.2.2, 7.3.1, 7.3.3.7, 7.3.7, 7.3.8, 7.3.9, 7.3.10, 7.3.11, 7.3.12, 7.4, 7.5.1, 7.5.2, 7.5.3, 7.5.4, 8.1.7, 8.1.8, 8.1.9, 8.1.10, 8.1.12, 8.1.13, 8.1.14, and 8.2 of the Terminal Rules shall not apply. For sake of clarity, any references to the provisions of the aforementioned clauses, inserted in clauses other than the aforementioned ones, shall instead be applicable for the First Gas Year.
- 1.3.3** In respect of the Slots of the First Gas Year, the Terminal Rules are deemed to be amended as set out in clauses 1.3.3.1 to 1.3.3.14 (inclusive).
- 1.3.3.1 Clause 2.1.8 is amended as follows: “Applicant – a party emitting a request to obtain one or more Scheduled Slots from the Terminal Operator in the Spot Capacity Allocation Procedure”.
- 1.3.3.2 Notwithstanding clause 2.1.7, the Annual Service Schedule contains the Schedules Slots over the period starting from the date on which the Terminal enters into operation as published on the Terminal website (clause 5.2) and ending at 7.00 am EET on 1<sup>st</sup> October 2023.
- 1.3.3.3 Clause 2.1.75 is amended as follows: “Terminal Regasification Capacity available during the First Gas Year, allocated through one or multiple Spot Capacity Allocation Procedures throughout the First Gas Year”.
- 1.3.3.4 Clause 6.2.4 is amended as follows: “Evidence of compliance with financial requirements set out in clause 6.2.1 shall be provided to the Terminal Operator by the Terminal User together with the signed Special Provisions following a Spot Capacity Allocation Procedure, as per clause 7.6.11, and must be provided before the transfer of the Scheduled Slot from another Terminal User, as per clause 7.8.1. In the case of delays in providing the Guarantee required pursuant to clauses 6.2.1.2 and 6.2.1.3, the Terminal Operator has the right to apply a penalty calculated according to the formula in Annex 6 (in which case the Terminal User shall pay such penalty to the Terminal Operator)”.
- 1.3.3.5 The Terminal Operator shall make reasonable efforts to reduce the time set to 90 calendar days in clause 6.4.7 and shall indicate any potential reduction to such time in the Spot Capacity Allocation Procedure invitation set out in clause 7.6.2.
- 1.3.3.6 Clause 7.2.3 is amended as follows: “The Slots are allocated as Spot Capacity in accordance with the Spot Capacity Allocation Procedure specified in clause 7.6”.
- 1.3.3.7 Clause 7.6.1 is amended as follows: “After the definition of the preliminary Annual Service Schedule as set out in clause 8.1.4, the Terminal Operator shall allocate Spot Capacity during the Spot Capacity Allocation Procedure. Potential Scheduled Slots becoming available after the refinement of the Annual Service Schedule or a Terminal User’s renounce according to clause 7.7.3 are also referred to as Spot Capacity and included in the Spot Capacity Allocation Procedure”.

- 1.3.3.8 Clause 7.6.2.2 is amended as follows: “The Terminal Operator’s invitation contains the preliminary Annual Service Schedule, specifying the Scheduled Slots available for allocation with the respective Slot parameters and start and end dates ranges for each Scheduled Slot. The information shall be updated by the Terminal Operator to reflect the changes in the available Spot Capacity, as stated in clause 7.6.3”.
- 1.3.3.9 Clause 7.6.4 is amended as follows: “The Spot Capacity Allocation Procedure shall follow the clauses 7.3.2 to 7.3.6 (inclusive), except for 7.3.3.7. In coherence with the aforementioned clauses, in case a Terminal User to whom Scheduled Slots were allocated during the Spot Capacity Allocation Procedure requests additional Spot Capacity for the First Gas Year, such Terminal User shall not be obliged to submit the documents specified in clauses 7.3.3.3, 7.3.3.5 and 7.3.3.6, as long as the previously submitted documents are still valid”.
- 1.3.3.10 Clause 7.6.14.2 shall be amended as follows: “The Applicants submit their Capacity Allocation requests any time after the publication of the Terminal Operator’s invitation (clause 7.6.14.1), within the deadline defined in the invitation (clause 7.6.2.3) and anyway at least 30 calendar days before the start of the requested Scheduled Slots as per preliminary Annual Service Schedule, with the exception provided hereafter. In case an Applicant intends to use an LNG Carrier that has not been previously approved by the Terminal Operator according to clause 6.4, the request shall be submitted at least 120 calendar days before the earliest date associated with the requested Scheduled Slots as per preliminary Annual Service Schedule, to allow time for the LNG Carrier approval process. The Terminal Operator shall make reasonable efforts to reduce the aforementioned period of 120 calendar days and shall indicate any potential reduction to such period in the Spot Capacity Allocation Procedure invitation set out in clause 7.6.2”.
- 1.3.3.11 In clause 8.1.4 the text “After completing the annual Capacity Allocation Procedure, the Terminal Operator defines a preliminary Annual Service Schedule, which includes all possible available Slots scheduled in the Gas Year (Scheduled Slots), the range of LNG unload volume per Scheduled Slot and the range of LNG Regasification volume per each Gas Day of the Scheduled Slot” is substituted with the text “The Terminal Operator defines a preliminary Annual Service Schedule, which includes all possible available Slots scheduled in the First Gas Year (Scheduled Slots), the range of LNG unload volume per Scheduled Slot and the range of LNG Regasification volume per each Gas Day of the Scheduled Slot”.
- 1.3.3.12 Clause 8.1.6 is amended as follows: “The Terminal Operator shall publish the preliminary Annual Service Schedule on the Terminal website (clause 5.2), as part of the invitation set out in clause 7.6.2”.
- 1.3.3.13 Clause 8.1.11 is amended as follows: “At the end of the Spot Capacity Allocation Procedure for the first Gas Year, the Terminal Operator approves the Annual Service Schedule which shall contain, for each Scheduled Slot assigned to a Terminal User, the expected LNG Arrival Time, the LNG unload volume and the total daily LNG Regasification and Natural Gas injection volumes, which must remain coherent with the times and volumes associated with such Scheduled Slot in the preliminary Annual Service Schedule. The Terminal Operator submits the Individual Annual Service Schedules, coherent with the approved Annual Service Schedule, to the respective Terminal User. The Individual Annual Service Schedule is considered valid from its submission, regardless of whether the Terminal User provides a written communication of acceptance”.
- 1.3.3.14 In clause 8.8.2 the text “No later than 5<sup>th</sup> June of every Gas Year” is excluded.

## **1.4 LNG and Natural Gas ownership**

**1.4.1** The ownership of the LNG and the Natural Gas regasified from the LNG at the Terminal remains with the Terminal Users at all times. The custody of the LNG shall pass from the Terminal User to the Terminal Operator when LNG is delivered at the Terminal and the custody shall pass from the Terminal Operator to the Terminal User when Natural Gas Regasified from such LNG is injected at the Natural Gas transmission network entry point. While in the Terminal Operator's custody, the Terminal Operator shall be liable for any loss of LNG (excluding LNG/Natural Gas fuel, as set out in 10.2, and any other loss of LNG permitted pursuant to the Contract Package), and, to the extent any LNG is lost due to breach of the Contract Package by the Terminal Operator, the Terminal Operator shall pay as a sole and exclusive remedy to the Terminal User an amount equal to the quantity of such lost LNG multiplied by the LNG Price, subject to the limitations of liability set out in section 5 (Indemnities and Limitations of Liability) of the General Terms and Conditions.

## 2. DEFINITIONS

The definitions adopted in this Terminal Rules document, including annexes, are presented hereinafter:

- 2.1.1** Actual Unloading Time – actual time for an LNG Carrier to complete unloading. It starts when the LNG Carrier is all fast alongside the Terminal and has taken all such necessary actions in order to complete the pre-transfer meeting and be ready with respect to commencing the ship-to-ship transfer, with the unloading and return hoses attached to the LNG Carrier and the cargo lines on the Terminal and the LNG Carrier cooled. It ends when the unloading and return hoses are disconnected from the LNG Carrier and the ship-to-ship gear is returned to the Terminal.
- 2.1.2** Action – meaning set out in section 8.2.3 of the General Terms and Conditions.
- 2.1.3** Adverse Weather Conditions – weather and/or sea conditions experienced or forecast at the Port which are sufficiently severe either: (a) to delay or prevent an LNG Carrier from proceeding to the Terminal, unloading, loading or departing from Terminal in accordance with the weather standards prescribed in rules and regulations in effect at the Port or by order of the Port Master; or (b) to cause an actual determination by the Master of the Terminal or the LNG Carrier that it is unsafe for the LNG Carrier to proceed to berth, berth, unload, load or depart from the Terminal.
- 2.1.4** Affiliate – in respect of a Party, any Person that Controls, is Controlled by or under common Control of such Party; provided, however, that no Governmental Authority shall be considered an Affiliate of the Party.
- 2.1.5** Allotted Unloading Time – time allocated for unloading an LNG Carrier cargo, equal to the volume of LNG to be unloaded in cubic meters divided by 4,500 and then increased by 8 hours.
- 2.1.6** Amendable Documents – has the meaning set out in clause 11.1.1.
- 2.1.7** Annual Service Schedule – schedule specifying the Scheduled Slots, in terms of volumes, dates, and relative flexibility ranges, over one considered Gas Year.
- 2.1.8** Applicant – a party emitting a request to obtain one or more Slots from the Terminal Operator in the annual Capacity Allocation Procedure or in the Spot Capacity Allocation Procedure.
- 2.1.9** Bank Guarantee – Guarantee issued by a reputable credit institution which is domiciled in the European Economic Area and has a credit rating not lower than the minimum credit rating set out in clause 6.2.2.
- 2.1.10** Boil Off Gas or BOG – Natural Gas generated from the evaporation of the LNG stored at the Terminal.
- 2.1.11** Borrower – Joint Terminal User who borrows Natural Gas from another Joint Terminal User (Lender), in accordance with the Joint Terminal Use Contract and the Terminal Rules.
- 2.1.12** Business Day – one of the days from Monday to Friday, excluding the public holidays of the country in which the Port is located (Finland or Estonia).

- 2.1.13** Capacity Allocation Procedure – procedure in which the interested parties (Applicants) formally request the allocation of Terminal Capacity and the Terminal Operator grants them in accordance with the Terminal Rules.
- 2.1.14** Commercially Reasonable Endeavours – means, in respect of a Party, commercially reasonable endeavours which: (a) would be within the contemplation of a reasonable Person in the position of that Party at the time of executing the Contract Package; and (b) do not require that Party to expend material funds or assume material liabilities other than expenditures and liabilities which would be within the contemplation of a reasonable Person in the position of that Party at the time of executing the Contract Package.
- 2.1.15** Confidential Information – meaning set out in Section 7 (Confidentiality) of the General Terms and Conditions.
- 2.1.16** Contract Package – the Terminal Service Contract, the Special Provisions and the Joint Terminal Use Contract and all annexes and sub-annexes thereof (including, but not limited to, the Terminal Rules, the General Terms and Conditions).
- 2.1.17** Control – in respect of any Person, the ability (directly or indirectly) to direct that Person's affairs and/or control the composition of its board of directors or equivalent body, including by means of: (a) the ownership or control (directly or indirectly) of more than fifty point zero percent (50.0%) of the voting share capital of that Person; (b) the ability to direct the casting of more than fifty point zero percent (50.0%) of the votes exercisable at general meetings of that Person on all, or substantially all, matters; or (c) the right to appoint or remove directors of the relevant Person holding a majority of the voting rights at meetings of the board of directors or equivalent body of that Person on all, or substantially all, matters, and Controlled shall be construed accordingly.
- 2.1.18** Daily Regasification Nomination – notification sent by the Terminal User to the Terminal Operator of the planned quantity of Natural Gas that such Terminal User intends to be regasified and injected at the entry point of the Natural Gas transmission network, on a specific Gas Day.
- 2.1.19** Daily Unload Nomination – notification sent by the Terminal User to the Terminal Operator of the planned quantity of LNG that such Terminal User intends to unload at the Terminal on a specific Gas Day.
- 2.1.20** Disclosing Party – meaning set out in section 7 (Confidentiality) of the General Terms and Conditions.
- 2.1.21** Encumbrance – any mortgage, charge, pledge, lien or other security interest and right of first refusal, right of leasehold or any other encumbrance of any kind.
- 2.1.22** Energy Identification Code or EIC – standard code scheme for internal European energy markets used, for example, to uniquely identify market participants.
- 2.1.23** First Gas Year – Gas Year beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> October 2022 and ending at 7.00 am EET on 1<sup>st</sup> October 2023.

- 2.1.24** FM Control Entity – (a) where the Terminal User is the affected Party in respect of a Force Majeure event: the Terminal User, all of the Terminal User's Affiliates and any of their respective directors, officers and employees; and (b) where the Terminal Operator is the affected Party in respect of a Force Majeure event: the Terminal Operator and all of the Terminal Operator's Affiliates and any of their respective directors, officers and employees.
- 2.1.25** Force Majeure or FM – meaning set out in section 4 (Force Majeure) of the General Terms and Conditions.
- 2.1.26** General Terms and Conditions – the general terms and conditions, published on the Terminal Operator's website, concerning the use of the Terminal, and the annexes thereof.
- 2.1.27** Gas Day – 24 hours period starting at 7.00 am on a day and ending at 7.00 am on the following day, Eastern European Time (EET).
- 2.1.28** Gas Year – 12 months period beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> October of each calendar year and ending at 7.00 am EET on 1<sup>st</sup> October of the following calendar year.
- 2.1.29** Gas Year Quarter – one of the four three-month periods within a Gas Year, being any of the following periods:
- 2.1.29.1 period beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> October of each calendar year and ending at 7.00 am EET on 1<sup>st</sup> January of the following calendar year;
- 2.1.29.2 period beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> January of each calendar year and ending at 7.00 am EET on 1<sup>st</sup> April of the same calendar year;
- 2.1.29.3 period beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> April of each calendar year and ending at 7.00 am EET on 1<sup>st</sup> July of the same calendar year; or
- 2.1.29.4 period beginning at 7.00 am Eastern European Time (EET) on 1<sup>st</sup> July of each calendar year and ending at 7.00 am EET on 1<sup>st</sup> October of the same calendar year.
- 2.1.30** Governmental Authority – (a) any international, federal, state, or local administrative, executive, legislative, or judicial governmental authority and any agency, ministry, department, court, commission, board, agency, stock exchange, institution, political subdivision thereof, or similar entity of any such authority with jurisdiction over the matter at issue; (b) any maritime and other applicable authorities of the country of the flag state of the Terminal (i.e. Belgium); (c) any maritime and other applicable authorities at the Port; (d) the International Maritime Organisation; or (e) any other governmental, maritime, port, terminal or other applicable authority having jurisdiction over the Terminal or as the case may require, the Terminal Operator, the Terminal User or Excelerate Energy Finland, LCC.
- 2.1.31** Guarantee – irrevocable first demand unconditioned guarantee securing the obligations of the Terminal User under the Contract Package, the obligations of an Applicant under the Terminal Capacity request, or the Joint Terminal User's obligations under the Joint Terminal Use obligations, as applicable.

- 2.1.32** Heel – minimum amount of LNG required for Terminal operations that must remain stored in the Terminal in all circumstances.
- 2.1.33** Individual Annual Service Schedule – Annual Service Schedule of a single Terminal User, containing only the Scheduled Slots assigned to such Terminal User.
- 2.1.34** Joint Terminal Use – simultaneous use of the Regasification Service by multiple Terminal Users in accordance with the provisions of the Terminal Rules and the Joint Terminal Use Contract.
- 2.1.35** Joint Terminal Use Contract – the joint terminal use contract entered into between the Terminal Operator and all the Joint Terminal Users establishing the conditions for the Joint Terminal Use, including all annexes thereof.
- 2.1.36** Joint Terminal User – any Terminal User, except the Terminal Users to whom only Late Spot Scheduled Slots are allocated, that lends Natural Gas regasified from own delivered LNG to other Terminal Users and/or borrows Natural Gas regasified from LNG delivered to the Terminal by other Terminal Users, according to the provisions of the Terminal Rules and the Joint Terminal Use Contract.
- 2.1.37** Late Spot Scheduled Slot – Scheduled Slot which is allocated to a Terminal User in the Spot Capacity Allocation Procedure and regarding which Special Provisions are signed after the approval of the last Annual Service Schedule preceding the start of the Gas Year Quarter during which such Scheduled Slot is.
- 2.1.38** Law – any constitution, statute, order, rule, decree, executive order, ruling, decision, law (including HSE laws), code, regulation, ordinance, guidance or other similar authority enacted, approved or promulgated by any Governmental Authority or any international convention, code or treaty, each as is applicable in the circumstances and as the same may be modified and amended from time to time during the term of the Terminal Service Contract or the Joint Terminal Use Contract, as applicable.
- 2.1.39** Lender – Joint Terminal User who lends Natural Gas to another Joint Terminal User (Borrower), in accordance with the Joint Terminal Use Contract and the Terminal Rules.
- 2.1.40** Lesser Rule – in case of different processed quantities at either side of an entry point, the confirmed quantity will be equal to the lower of the two processed quantities.
- 2.1.41** Liabilities – all liabilities, costs, claims, disputes, demands, suits, legal or administrative proceedings, judgments, damages, losses and expenses (including reasonable legal fees and other reasonable costs of litigation).
- 2.1.42** LNG – Liquefied Natural Gas – Natural gas in liquid form.
- 2.1.43** LNG Carrier – ship designated for transportation of LNG.
- 2.1.44** LNG Price: the lower of: (i) actual invoiced price paid (net of all discounts and rebates) for the relevant LNG using the “last in first out” principle; and (ii) twelve percent (12%) of Brent. For the purpose of this definition, Brent shall be calculated as follows:

(a) “Brent” is equal to the arithmetic average of all BRICE (US/bbl) prices for the month immediately preceding (and not including) the month in which the relevant LNG was delivered, rounded to the fourth (4th) decimal place.

(b) “BRICE” (US/bbl) for a given month is equal to the settlement price for each quoted day of that month as published on the Intercontinental Exchange (ICE) London of the first (1st) line ICE Brent Crude Futures (Monthly) contract. The first line settlement price will be used except for the expiration date of each maturity. On such date, the applicable pricing quotation will be rolled to the second nearby maturity.

- 2.1.45** LNG Regasification – process occurring at the Terminal in which the LNG, in liquid state, is converted into Natural Gas, in gaseous state.
- 2.1.46** Master – any person legally and duly certified and appointed as commanding officer, or in his/her absence his/her duly authorised deputy, responsible for the navigation and management of an LNG Carrier, or for the management of the Terminal, or for the management of the Port.
- 2.1.47** Matching Process – the process of comparing and aligning processed quantities of Natural Gas for Terminal Users and Shippers at both sides of an entry point, which results in confirmed quantities for the Terminal Users and Shippers.
- 2.1.48** Money Laundering Laws – meaning set out in section 8.2.2 of the General Terms and Conditions.
- 2.1.49** Natural Gas or Gas – Natural gas in gaseous state, which results from LNG Regasification.
- 2.1.50** Net Borrowed Quantity – Quantity of Natural Gas borrowed by a single Borrower from a single Lender within the provisions of Joint Terminal Use, net of the quantity of Natural Gas returned by such Borrower to such Lender, within a Gas Year Quarter. The quantity is calculated as per the following formula:

$$\sum_{d=d1}^D C_{borrowed,day\ d} - \sum_{d=d1}^D C_{returned,day\ d}$$

where:

$C_{borrowed,day\ d}$  = quantity of Natural Gas, in energy value (MWh), borrowed by the Borrower from the Lender on the Gas Day d;

$C_{returned,day\ d}$  = quantity of Natural Gas, in energy value (MWh,) returned by the Borrower to the Lender on the Gas Day d;

d1 = first Gas Day of the considered Gas Year Quarter;

D = Gas Day, belonging to the considered Gas Year Quarter, up to which the Net Borrowed Quantity is calculated.

- 2.1.51** Party – meaning set out in the Terminal Service Contract.
- 2.1.52** Permit – any permit, approval, consent, waiver, exemption, variance, franchise, authorization, license or certification of or from any Governmental Authority.
- 2.1.53** Person – any individual, firm, corporation, partnership, joint venture, trust, unincorporated organization, association or Governmental Authority.

- 2.1.54** Port – when the Terminal is located in Finland, port of Inkoo, Finland and, when the Terminal is located in Estonia, port of Paldiski, Estonia.
- 2.1.55** Privacy Policy – meaning set out in section 9 (Information Security and Data Protection) of the General Terms and Conditions.
- 2.1.56** Prohibited Payment – meaning set out in Section 8.2.1 of the General Terms and Conditions.
- 2.1.57** Pro-rata Capacity Share – Percentage of Terminal Capacity allocated to the Joint Terminal User within a specific Gas Year Quarter, calculated as per following formula:

$$\frac{C_j}{\sum_j^N C_j}$$

where:

$C_j$  = LNG volume (in energy value) that shall be unloaded by a Joint Terminal User  $j$  to the Terminal within a specific Gas Year Quarter, pursuant to such Joint Terminal User  $j$ 's Individual Annual Service Schedule;

$N$  = Total number of Joint Terminal Users to whom Scheduled Slots (other than Late Spot Scheduled Slots) have been allocated in their Individual Annual Service Schedule within a specific Gas Year Quarter.

The above figure shall be calculated on the basis of the last Annual Service Schedule approved prior to the start of the relevant Gas Year Quarter, and shall therefore exclude any Late Spot Scheduled Slots.

- 2.1.58** Reasonable and Prudent Operator or RPO – the operator of a vessel acting in good faith with the intention of performing its contractual obligations and who in so doing and in the general conduct of its undertaking exercises that degree of skill and diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced operator complying with applicable Laws engaged in the same or similar type of undertakings to the highest standards available under the same or similar circumstances, with due regard to the interests of both Parties.
- 2.1.59** Receiving Party – meaning set out in section 7 (Confidentiality) of the General Terms and Conditions.
- 2.1.60** Regasification Service – Terminal Service comprising of LNG Carrier acceptance and mooring, LNG Carrier unloading, temporary LNG storage in connection with Regasification Service, LNG volume and quality metering, Boil Off Gas management, LNG Regasification, Natural Gas injection into the transmission network, and the related support and administrative services provided by the Terminal Operator.
- 2.1.61** Representative – meaning set out in section 7 (Confidentiality) of the General Terms and Conditions.
- 2.1.62** Requirements For Access – all requirements for, or obligations of, the Terminal User or the Applicant, as applicable, set out in clause 6.
- 2.1.63** Restricted Jurisdiction – any country or territory that is the target of comprehensive country- or territory-wide Sanctions at the relevant time, and which are for reference as of 20 May 2022, Cuba, Iran, North Korea, Syria and the following regions of Ukraine: Crimea, Donetsk and Luhansk.

- 2.1.64** Restricted Party – a Person that is: (a) listed on, or Controlled by a Person listed on, a Sanctions List; (b) in the case of: (i) an individual, ordinarily resident in a Restricted Jurisdiction; or (ii) a Person other than an individual, incorporated or constituted under the laws of a Restricted Jurisdiction, or a Person who is Controlled by such a Person; (c) acting on behalf, at the direction or for the benefit of a Person referred to in limb (a) or limb (b) of this definition; or (d) otherwise the target of Sanctions.
- 2.1.65** Restricted Transaction – any transaction, financial or otherwise, prohibited by Sanctions.
- 2.1.66** Sanctioned Goods – meaning set out in section 8 (Sanctions, anti-bribery and corruption and anti-money laundering) of the General Terms and Conditions.
- 2.1.67** Sanctions – any trade, economic or financial sanctions laws, regulations, embargoes, resolutions, decrees or restrictive measures administered enacted or enforced by one (1) or more Sanctions Authorities, and Sanctioned shall be construed accordingly.
- 2.1.68** Sanctions Authorities – a) the United Nations; b) the U.S.; c) the European Union or its member states; d) the U.K.; e) Switzerland; f) the national government with jurisdiction over the Port; g) the national government with jurisdiction over the Terminal Operator; h) and the governments and official institutions or agencies of any of limbs a) to g) (inclusive) of this definition, including the OFAC, the U.S. Department of State, the Council of the European Union and His Majesty's Treasury.
- 2.1.69** Sanctions List – the Specially Designated Nationals and Blocked Persons list maintained by the OFAC, the Sectoral Sanctions list maintained by the OFAC, the Foreign Sanctions Evaders list maintained by the OFAC, the Consolidated List of Persons and Entities subject to Financial Sanctions maintained by the European Commission, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury, and/or any similar list maintained by, or public announcement of a Sanctions designation made by, one (1) or more Sanctions Authorities (including, for the avoidance of doubt, any lists in the annexes of any Sanctions), each as amended, supplemented or substituted from time to time.
- 2.1.70** Scheduled Slot – Slot scheduled in the Gas Year, i.e. Slot to which a start date and an end date (or range of dates) are assigned within the Gas Year.
- 2.1.71** Service Tariff or Tariff – the price to be paid by the Terminal User for the Terminal Services.
- 2.1.72** Shipper – entity that is allowed to transport regasified Natural Gas in the Natural Gas transmission network, holding a valid transport contract in accordance with the regulations established by the TSO; such entity can be either the Terminal User itself or a third party having a contractual relationship with the Terminal User.
- 2.1.73** Slot – portion of the Terminal Regasification Capacity, identified by a standard range of LNG volume and a standard range of time, in number of Gas Days, which can be allocated to the Terminal Users for the provision of the Regasification Service.
- 2.1.74** Special Provisions – the special provisions agreement entered into between the Terminal User and the Terminal Operator in form set out in Schedule 1 (Form of Special Provisions) of the Terminal Service Contract.

- 2.1.75** Spot Capacity – Terminal Regasification Capacity which is left unallocated after the annual Capacity Allocation Procedure or results from changes in the Annual Service Schedule.
- 2.1.76** Spot Capacity Allocation Procedure – Capacity Allocation Procedure for Spot Capacity.
- 2.1.77** Surveyor – third-party inspector witnessing quality and volume measurements, who possess the required knowledge and/or skills to understand the quality and volume measurements and evaluate their potential incompliance with applicable requirements. The inspector shall be independent i.e. not an employee, manager, officer, representative or agent of the Terminal Operator or the Terminal Users, and shall not have any interest that may affect her/his impartiality concerning the aforementioned measurements.
- 2.1.78** Tax – means any income (however measured and including capital gains taxes), gross receipts, withholding, license, payroll, employment, excise, severance, occupation, premium, windfall profits, transfer, environmental, customs duties, capital stock, franchise, profits (however measured and including capital gains taxes), value-added, unemployment, disability, property, use, registration, alternative, add-on minimum, estimated or other tax, levy, impost, royalty, fee or charge imposed by or under the authority of any Governmental Authority, including any interest, penalty or addition thereto.
- 2.1.79** Terminal – the LNG terminal operated by Floating LNG Terminal Finland Oy.
- 2.1.80** Terminal Operator – Floating LNG Terminal Finland Oy.
- 2.1.81** Terminal Regasification Capacity or Terminal Capacity – capacity of the Terminal to provide the Regasification Service in a considered period of time (e.g. Gas Year), which is limited by the Terminal technical, environmental and operational characteristics, the Port characteristics and operations, the Natural Gas network requirements and constraints and other external factors.
- 2.1.82** Terminal Rules – complete set of procedures, instructions and requirements as defined in the present document and the relative annexes.
- 2.1.83** Terminal Service Contract – the terminal service contract entered into between the Terminal User and the Terminal Operator regarding the use of the Terminal Services, including all annexes and sub-annexes thereof.
- 2.1.84** Terminal Services – services offered by the Terminal Operator to Terminal Users.
- 2.1.85** Terminal User – entity that signed the Terminal Service Contract for the purchase of Terminal Services from the Terminal Operator and, if applicable, the Joint Terminal Use Contract.
- 2.1.86** Time Charter Party or TCP– the Time Charter Party and LNG Storage and Regasification Agreement between the Terminal Operator and Excelerate Energy Finland, LCC, dated 20 May 2022.
- 2.1.87** Total Loss – (a) the actual, constructive, compromised, arranged or agreed total loss of the Terminal; or (b) the Terminal destruction, damage beyond economic repair or being rendered permanently unfit for normal use for any reason whatever.

- 2.1.88** Total Loss Date – in respect of the Terminal: (a) in the case of an actual total loss or destruction, the date on which it occurs (or if not known, the date on which the Terminal was last heard of); or (b) in the case of damage beyond economic repair, being rendered permanently unfit for normal use, or use, or an arranged, agreed or constructive total loss, the date on which this is agreed by the insurers as being a total loss.
- 2.1.89** Transferee – Terminal User, or Person meeting the requirements of Terminal User, obtaining a Scheduled Slot, and all the relative rights and Liabilities, from another Terminal User according to the provisions of the Terminal Rules.
- 2.1.90** Transferor – Terminal User transferring a Scheduled Slot, and all the relative rights and Liabilities, to another Terminal User according to the provisions of the Terminal Rules.
- 2.1.91** Transmission System Operator or TSO – Gasgrid Finland Oy when the Terminal is located in Finland, and, when the Terminal is located in Estonia, Elering AS.

### 3. TERMINAL CHARACTERISTICS

#### 3.1 General characteristics

- 3.1.1** The Terminal is located in the port of Inkoo and the Port geographical coordinates are **N 60° 00' 46.3" - E 23° 55' 43.9"**, when the Terminal is located in Finland. The Terminal is located in the port of Paldiski and the Port geographical coordinates are **N 59° 20' 38" - E 24° 3' 25"**, when the Terminal is located in Estonia. The current location of the Terminal shall be communicated by the Terminal Operator on the Terminal website.
- 3.1.2** Detailed description of the Port (technical characteristics, port fees and tugs services, procedures for accessing the Port, traffic and weather conditions) can be retrieved at the Port website, which is <https://www.inkooshipping.fi/en/> when the Terminal is located in Finland, or [website to be added] when the Terminal is located in Estonia. For the avoidance of doubt, the above information as well as any other data or information about the Port included in the Contract Package has been provided for information purposes only and the Terminal Operator does not guarantee the accuracy of such information or data.
- 3.1.3** The Terminal consists of 4 LNG storage tanks, closed loop Regasification system and a measuring system. Flexible hoses are used for LNG unloading while there are two unloading arms for Natural Gas send-out.
- 3.1.4** The Terminal is connected to the Finnish Natural Gas transmission network operated by the TSO Gasgrid Finland, when the Terminal is located in Finland. The Terminal is connected to the Estonian Natural Gas transmission network operated by the TSO Elering, when the Terminal is located in Estonia.

#### 3.2 Technical characteristics

- 3.2.1** The main technical characteristics of the Terminal are:

<b>Total LNG storage capacity</b>	148 806 m <sup>3</sup> LNG (filling to 98.5%)
<b>Maximum LNG loading rate</b>	4 500 m <sup>3</sup> /h LNG
<b>LNG Heel level</b>	4 000 m <sup>3</sup> LNG
<b>Minimum LNG Regasification rate</b>	223 000 Nm <sup>3</sup> /h Natural Gas
<b>Nominal LNG Regasification rate</b>	558 000 Nm <sup>3</sup> /h Natural Gas
<b>Maximum LNG Regasification rate<sup>1</sup></b>	670 000 Nm <sup>3</sup> /h Natural Gas
<b>Minimum LNG Carrier size</b>	Subject to compatibility study, as described in Annex 1
<b>Maximum LNG Carrier size, unless agreed otherwise</b>	12 m draft 300 m length 50 m width

<sup>1</sup> Maximum LNG Regasification rate is referred to Terminal, without considering limitation at the entry point of the TSO network. Effective LNG Regasification rate is subject to TSO network constraints.

## 4. TERMINAL SERVICES

### 4.1 Regasification Service

- 4.1.1** The Terminal Operator shall provide the Regasification Service to the Terminal Users in accordance with the technical, environmental and operational characteristics of the Terminal, the constraints imposed by the Port characteristics, and limitations related to the Natural Gas network. The provision of services may be limited in the cases prescribed by the Terminal Rules, including, but not limited to, scheduled and unscheduled maintenance and unfavourable maritime conditions as detailed in clause 8.8.
- 4.1.2** The Regasification Service consists of the related and interdependent services described from clause 4.1.2.1 to clause 4.1.2.8 (inclusive), which are intended as part of the whole Regasification Service and not available to the Terminal User separately.
- 4.1.2.1** The LNG Carrier acceptance and mooring service provides that, when an LNG Carrier arrives at the Terminal within the timing defined in the Annual Service Schedule, the LNG Carrier is accepted by the Terminal Operator and given permission to moor at the Terminal. To access the service, the LNG Carrier must respect the conditions defined in clause 8.4 and must be approved in advance by the Terminal Operator, following the procedure detailed in clause 6.4.
- 4.1.2.2** The LNG Carrier unloading service consists of unloading the amount of LNG transported by the LNG Carrier into the Terminal as detailed in clause 8.5, over an Actual Unloading Time that shall, subject to clause 8.5, be coherent with the Allotted Unloading Time. The Terminal Operator may accept an Actual Unloading Time exceeding the Allotted Unloading Time in accordance with clause 8.5.11 and pursuant to a separate written agreement between the Terminal Operator and the Terminal User.
- 4.1.2.3** The LNG storage service includes temporary physical storage at the Terminal of the unloaded LNG amount, starting from completion of the LNG Carrier unloading (as defined in clause 4.1.2.2) and terminating with the complete withdrawal of the LNG amount from the Terminal, through LNG Regasification and Natural Gas injection.
- 4.1.2.4** The volume and quality metering service consists of the Terminal Operator's measurements of the LNG and Natural Gas quality and volume performed at Terminal, in order to assess compliance with the specifications defined in clause 9. The measurements are performed with the frequency and modalities considered necessary by the Terminal Operator for the provision of the Terminal Services and detailed in clause 9.
- 4.1.2.5** The Boil Off Gas management service provides that the Terminal Operator is entirely responsible for the management and use of the Boil Off Gas resulting from normal Terminal operations, which can be used as a commodity at the Terminal, injected into the Gas network or exceptionally vented into the atmosphere.
- 4.1.2.6** The LNG Regasification service refers to the specific process occurring at the Terminal in which the stored LNG is converted into Natural Gas, on the basis of the Annual Service Schedule and at a Regasification rate comprised within the limits defined in clause 3.2. LNG Regasification is further detailed in clause 8.5.15.

- 4.1.2.7 The Natural Gas injection service provides that the regasified Natural Gas is delivered to the entry point of the TSO network, as defined in clause 8.5.15.
- 4.1.2.8 Administrative and support services provided by the Terminal Operator are limited to defining and updating the Annual Service Schedule, maintaining a record of the Slots allocated to the various Terminal Users, performing an inventory of LNG and Natural Gas, even in the context of Joint Terminal Use, managing the IT infrastructure of the Terminal, publishing information on the Terminal website and communicating with the Terminal Users, as prescribed in clause 5.
- 4.1.3** Services not explicitly mentioned in clause 4.1.2 are excluded from the Regasification Service. The Terminal Operator is not responsible for offering any additional services that may be necessary for the Terminal User to access the Regasification Service, including, but not limited to, energy supply, water supply, fuel supply, tugs, pilots and LNG Carrier agent services.

## **4.2 Additional services**

- 4.2.1** The provision of additional services, different from the Regasification Service described in clause 4.1, is not contemplated by the Terminal Operator at present.

## 5. INFORMATION EXCHANGE

### 5.1 General principles

- 5.1.1** The Terminal Operator provides information regarding Terminal Services (clause 4), Requirements For Access (clause 6), capacity allocation (clause 7), service schedule (clause 8), LNG and Natural Gas quality and volume (clause 9), Heel and fuel gas (clause 10), update of Terminal Rules (clause 11), Service Tariff, and any other information needed for the use of the Terminal.
- 5.1.2** Information exchange and all the documentation exchanged between the Terminal Operator and the Terminal User must be in English, unless agreed otherwise.
- 5.1.3** Documentation intended for institutions of Republic of Finland and respective authorities shall be provided by the Terminal Users in Finnish language or translation in compliance with applicable Laws shall be provided by the Terminal Users, when the Terminal is located in Finland. Documentation intended for institutions of Republic of Estonia and respective authorities shall be provided by the Terminal Users in both Estonian and English language or translation in compliance with applicable Laws shall be provided by the Terminal Users, when the Terminal is located in Estonia.
- 5.1.4** The Terminal Operator publishes publicly accessible information on its website (clause 5.2). All notices, requests for change (clause 11.2), market-sensitive information and any other information exchanged between the Terminal Operator and the Terminal User must be provided in writing or through Terminal information exchange system (clause 5.3), except for documents requested in original form by applicable Laws.
- 5.1.5** Any circumstances that may represent a potential risk of danger for the Terminal, the LNG Carrier, people or the environment must be promptly notified by the Terminal User or Terminal Operator, as applicable.
- 5.1.6** Any circumstances that may cause incompliance with the Terminal Service Contract, the Special Provisions, the Joint Terminal Use Contract and the applicable Laws must be promptly notified by the Terminal User or Terminal Operator, as applicable.

### 5.2 Terminal website

- 5.2.1** The Terminal Operator provides publicly accessible information on its website [website to be added], among which:
- Up-to-date versions of the Contract Package;
  - Aggregated data on the Natural Gas delivered at the entry point of the TSO network for each Gas Day;
  - Allocated and free Terminal Capacity;
  - Annual Service Schedule;
  - Maintenance work schedule;

- Register of approved LNG Carriers;
- Service Tariff;
- Emergency situations and any other circumstances that can impact the normal operation and availability of the Terminal;
- Privacy Policy;
- Manual for Terminal information exchange system (clause 5.3);
- Any other information requested to be publicly accessible under the applicable Laws.

**5.2.2** The Terminal Operator publishes Urgent Market Messages (UMM) on the terminal website to inform Terminal Users of maintenance works affecting the Terminal as per clause 8.8, limitations due to Adverse Weather Conditions specified in 8.8.6, changes and limitations to the provisions of the Terminal Services, as detailed in clause 8.10.

### **5.3 Terminal information exchange system**

**5.3.1** The Terminal Operator exchanges private, market-sensitive information with the Terminal User through the Terminal information exchange system.

**5.3.2** The Terminal information exchange system allows the Terminal Operator and the Terminal User to exchange information and documents regarding the Requirements For Access to the Terminal, the Capacity Allocation Procedure, the Annual Service Schedule, the monitoring of LNG quality and volumes delivered and the exchange of any information useful for the commercial operation of the Terminal User.

**5.3.3** Access form, terms and conditions as well as the list of information exchanged are defined in Annex 2.

**5.3.4** In the event that the Terminal information exchange system is unavailable for any reasons, the Terminal Operator will determine at its own discretion an alternative communication channel and will inform all Terminal Users.

## 6. REQUIREMENTS FOR ACCESS

### 6.1 Legislative and regulatory requirements

**6.1.1** When applying for the Terminal Capacity and throughout the term of the Terminal Service Contract, the Applicant or the Terminal User, as applicable, shall meet the following legislative and regulatory requirements given in clauses 6.1.1.1 and 6.1.1.2.

6.1.1.1 The Applicant or the Terminal User, as applicable, shall possess an authorization to import Natural Gas, as stated in the Estonian Natural Gas Act, when the Terminal is located in Estonia.

6.1.1.2 The Applicant or the Terminal User, as applicable, shall comply with applicable Laws and possess all the required authorisations related to Terminal use and related Terminal Services, including but not limited to the ones set out in the Terminal Service Contract, the Joint Terminal Use Contract, the Special Provisions.

### 6.2 Financial requirements

**6.2.1** For the entire period of validity of the Terminal Service Contract, presented in clause 7.5, the Terminal User shall comply with financial requirements, meeting one of the criteria detailed in clauses 6.2.1.1 to 6.2.1.3 (inclusive).

6.2.1.1 The Terminal User must have a credit rating as indicated in clause 6.2.2.

6.2.1.2 If the Terminal User has no established credit rating and is controlled by an Affiliate with a credit rating as indicated in clause 6.2.2, the Terminal User must provide to the Terminal Operator a Guarantee issued by such Affiliate;

6.2.1.3 If the Terminal User has no established credit rating and is controlled by an Affiliate with a credit rating not in compliance with clause 6.2.2, the Terminal User must provide to the Terminal Operator a Bank Guarantee or an equivalent security deposit.

**6.2.2** Credit rating referring to long-term unsecured debt must be equal to or exceeding:

- Baa3 if provided by Moody's;
- BBB- if provided by Fitch;
- BBB- if provided by Standard&Poor's.

**6.2.3** The Guarantee issued by the Terminal User's Affiliate (clause 6.2.1.2) shall be provided to the Terminal Operator by the Terminal User in accordance with template and instructions provided in Annex 4. The Bank Guarantee (clause 6.2.1.3) shall be provided to the Terminal Operator by the Terminal User in accordance with template and instructions provided in Annex 5.

- 6.2.4** Evidence of compliance with financial requirements set out in clause 6.2.1 shall be provided to the Terminal Operator by the Terminal User within 10 calendar days after signing the Special Provisions following the annual Capacity Allocation Procedure, as per clause 7.5.3. The aforementioned evidence shall be provided together with the signed Special Provisions following a Spot Capacity Allocation Procedure, as per clause 7.6.11, and must be provided before the transfer of the Scheduled Slot from another Terminal User, as per clause 7.8.1. In the case of delays in providing evidence to clauses 6.2.1.2 and 6.2.1.3, the Terminal Operator has the right to apply a penalty calculated according to the formula in Annex 6 (in which case the Terminal User shall pay such penalty to the Terminal Operator).
- 6.2.5** The amount of the Guarantee to be provided by the Terminal User, set out in clause 6.2.1.2 or clause 6.2.1.3, shall be equal to or exceeding the value calculated according to Annex 6. Every time that the amount of the Guarantee calculated according to Annex 6 changes, the Terminal User shall update the Guarantee accordingly and provide evidence to the Terminal Operator within 14 calendar days from the moment when the calculated amount changed.
- 6.2.6** The Terminal User undertakes to deliver to the Terminal Operator, no later than 10 Business Days after the end of each Gas Year Quarter, an updated Guarantee as set out in clause 6.2.1.2 or clause 6.2.1.3, in form of Annex 4 or Annex 5, as applicable, the amount of which is to correspond to the required amount of the Guarantee calculated pursuant to Annex 6 as per the last date of such Gas Year Quarter.
- 6.2.7** In case the Terminal User requests Slots during the annual Capacity Allocation Procedure (clause 7.3), the validity of the Guarantee set out in clauses 6.2.1.2 and 6.2.1.3 shall begin on the first day of the Gas Year and expire at the earliest 1 month after the last day of provision of the Terminal Service in the Gas Year.
- 6.2.8** In case the Terminal User requests Scheduled Slots during the Spot Capacity Allocation Procedure (clause 7.6), the validity of the Guarantee set out in clauses 6.2.1.2 and 6.2.1.3 shall begin on the first day of the month that the Spot Capacity refers to and shall expire at the earliest as per clause 7.6.5.
- 6.2.9** With reference to financial requirements set out in 6.2.1, if for any circumstances the credit rating of the Terminal User, the Terminal User's Affiliate issuing the Guarantee or the credit institution issuing the Bank Guarantee, as applicable, falls below the requirements set out in clause 6.2.2, the Terminal User shall immediately notify the Terminal Operator of such fall and provide to the Terminal Operator within 10 calendar days from such fall a Bank Guarantee in compliance with clause 6.2.1.3.
- 6.2.10** If the Terminal User receives or reaches a credit rating in compliance with clause 6.2.2, the Bank Guarantee is returned by the Terminal Operator to the Terminal User within 5 calendar days after receiving sufficient evidence of compliance with the minimum credit rating, i.e., in the form of a credit rating certificate.
- 6.2.11** If the Terminal User's Affiliate reaches a credit rating in compliance with clause 6.2.2, the Bank Guarantee can be replaced by a Guarantee issued by the Terminal User's Affiliate. The Bank Guarantee is returned by the Terminal Operator to the Terminal User within 5 calendar days after receiving sufficient evidence.

**6.2.12** The Terminal Operator has the right to demand a payment based on the Guarantee, partially or in full, if at least one of the conditions described in clauses 6.2.12.1 to 6.2.12.4 (inclusive) arise.

6.2.12.1 The Terminal User breaches any of its obligations set out in the Contract Package.

6.2.12.2 The Terminal User neglects its payment obligation whatsoever (including, but not limited to, in respect to penalties, damages and compensation for losses).

6.2.12.3 The Terminal User becomes non-compliant with the financial requirement set out in clause 6.2.1. This may occur, among other circumstances, as consequence of an increase in the amount of Guarantee due, which is not accompanied by the provision of an additional or updated Guarantee within 20 calendar days from the increase.

6.2.12.4 The Terminal User becomes non-compliant with the minimum credit rating requirements set in clauses 6.2.1.1 and 6.2.1.2 and a new Bank Guarantee as per clause 6.2.1.3 is not provided by the Terminal User to the Terminal Operator within 20 calendar days after such a change of credit rating.

**6.2.13** The Terminal User shall inform the Terminal Operator without undue delay when there is or might be non-compliance with the financial requirements set in 6.2.1. The Terminal User shall, upon the Terminal Operator's request, provide to the Terminal Operator without undue delay audited financial statements and supporting documents, even from the Terminal User's Affiliates in the case set out in clause 6.2.1.2, for the purpose of the Terminal Operator evaluating the Terminal User's financial state.

### **6.3 Insurance requirements**

**6.3.1** The Terminal User shall be responsible for obtaining and maintaining, in accordance with the General Terms and Conditions, insurance policies set out in the General Terms and Conditions.

**6.3.2** The Terminal User shall be responsible for ensuring, in accordance with the General Terms and Conditions, that the ship owner of the LNG Carrier has insurance policies set out in the General Terms and Conditions.

### **6.4 LNG Carrier requirements**

**6.4.1** The Terminal User undertakes that the LNG Carriers comply with all applicable Laws and international standards, and acquire all necessary Permits to enter and operate in the Port.

**6.4.2** By submitting its application for Terminal Capacity, the Applicant or the Terminal User, as applicable, undertakes to use only such LNG Carriers that comply with all requirements set out for LNG Carriers in the Contract Package; any risk for potential non-compliance and related consequences is assumed by the Applicant or the Terminal User, as applicable.

**6.4.3** The Terminal User undertakes that the LNG Carriers shall have dimensions falling between the minimum and the maximum LNG Carrier dimensions defined in clause 3.2. The Terminal Operator has the right to allow LNG unloading from LNG Carriers smaller or larger than the limits provided in clause 3.2.1 with a separate agreement with the Terminal User, applying any additional conditions required for the provision of the Terminal Services.

- 6.4.4** The Terminal User undertakes that the LNG Carriers shall meet the technical requirements provided in Annex 1 and be approved in advance by the Terminal Operator according to the approval procedure therein detailed. The Terminal Operator may apply further technical conditions to comply with technical and operational constraints of the Terminal.
- 6.4.5** On reasonable prior written notice to the Terminal User, the Terminal Operator, Excelerate Energy group or any of their representatives acting as an RPO may, at its sole risk and expense, send its representatives (including an independent internationally recognised maritime consultant) to inspect during normal working hours any LNG Carrier as the Terminal Operator or Excelerate Energy group may consider necessary to ascertain whether the LNG Carrier complies with the provisions of this Terminal Rules. The Terminal Operator shall, or undertakes that Excelerate Energy group shall, solely bear the costs and expenses in connection with any such inspection. Any such inspection may include, as far as is practicable, giving regard to the LNG Carrier's operational schedule, examination of the LNG Carrier's hull, cargo and ballast tanks, machinery, boilers, auxiliaries and equipment; examination of the LNG Carrier's deck and engine scrap/rough and fair copy/official log books; review of records of surveys of the LNG Carrier's classification society and relevant Governmental Authorities; review of the LNG Carrier's insurance policies and other documentation and certificates relating to all necessary LNG Carrier-related approvals; and review of the LNG Carrier's operating procedures and performance of surveys, both in port and at sea.
- 6.4.6** Any inspection carried out by Terminal Operator or Excelerate Energy group pursuant to clause 6.4.5 shall be limited to visual inspections only and shall not interfere with, or hinder, the LNG Carrier's efficient operation.
- 6.4.7** The Terminal User shall request the approval of an LNG Carrier compatibility with the Terminal from the Terminal Operator according to the form included in Annex 1, and provide to the Terminal Operator all the supporting evidence not later than 90 calendar days before the expected arrival of the LNG Carrier in the Port.
- 6.4.8** The Terminal Operator publishes on its website the register of the approved LNG Carriers (clause 5.2.1) and constantly performs updates in case an LNG Carrier is approved or removed from the register.
- 6.4.9** In the case of any changes related to the information provided during the approval procedure of the LNG Carrier, the Terminal Operator shall be promptly informed by the Terminal User and have the right to request to repeat a new approval procedure as per Annex 1.
- 6.4.10** In case of any accident, structural damage or loss of the LNG Carrier requirements as per Annex 1, the Terminal User shall promptly inform the Terminal Operator that may, at its discretion, remove the LNG Carrier from the register of the approved LNG Carriers.
- 6.4.11** If the ship owner of the LNG Carrier is not compliant with the requirements set out in clause 6.3.2, the Terminal Operator has right to cancel the LNG Carrier from the list of approved LNG Carriers.

## **6.5** Loss of requirements

- 6.5.1** The Terminal User shall immediately notify the Terminal Operator in the case of incompliance with the Requirements For Access, providing all supporting information required and making any reasonable effort to meet such requirements again.

- 6.5.2** The Terminal Users may inform the Terminal Operator of any possible non-compliance of another Terminal User or Applicant to the Requirements For Access; in that case, the Terminal User shall provide all available supporting evidence to the Terminal Operator.
- 6.5.3** The Terminal Operator may suspend the provision of the Terminal Services if the Terminal User is not able to provide, during the period of validity of the Special Provisions, evidence of compliance of the requirements set out in clauses 6.1, 6.2, 6.3, and 6.4.
- 6.5.4** The Terminal Operator shall have the right to terminate the Terminal Service Contract in accordance with the General Terms and Conditions if the Terminal User does not satisfy the Requirements For Access.

## 7. CAPACITY PRODUCTS AND ALLOCATION

### 7.1 Capacity definition

- 7.1.1** Portions of the Terminal Capacity are allocated to Terminal Users as Slots, which are standard range of periods of time and standard range of LNG volumes, within which the Terminal User allocated to the Slot can obtain the Regasification Service.
- 7.1.2** The parameters defining the Slots and the number of Slots available per Gas Year depend on the Terminal technical, environmental and operational characteristics, on the Port constraints, on the Natural Gas network limitations, on the scheduled maintenance and on the Terminal Operator's decision. The Terminal Operator, aiming at optimising the Terminal operations, decides the standard parameters of the Slot and the maximum annual occupancy of the Terminal for each Gas Year.
- 7.1.3** The defining parameters of the Slot and the number of Slots available to be allocated within a considered Gas Year are published by the Terminal Operator on the Terminal website as per clause 5.2 and may vary from one Gas Year to the other, at the Terminal Operator's discretion.

### 7.2 Capacity products

- 7.2.1** A Slot allocated by the Terminal Operator provides the Terminal User with the right to use the Regasification Service within an interval of time defined in its Individual Annual Service Schedule, subject to the terms and conditions of the Contract Package (including, but not limited to clauses 8.8, 8.8.6 and 8.10).
- 7.2.2** The Slots are allocated annually, before the beginning of each Gas Year, through the Capacity Allocation Procedure performed according to clause 7.3.
- 7.2.3** The Slots that remain unallocated at the end of the annual Capacity Allocation Procedure are allocated according to the Spot Capacity Allocation Procedure specified in clause 7.6, except for the provisions of clause 7.3.12.

### 7.3 Annual Capacity Allocation Procedure

- 7.3.1** The annual Capacity Allocation Procedure begins with the Terminal Operator publishing an invitation on the Terminal website (as indicated in clause 5.2) in accordance with the conditions specified from clause 7.3.1.1 to clause 7.3.1.5 (inclusive).
- 7.3.1.1** The invitation specifies the location of the Terminal, which shall be one of the ports set out in clause 3.1.1, and whether a transfer of the Terminal to a different location, which shall correspond to one of the ports set out in clause 3.1.1, is planned in the considered Gas Year.
- 7.3.1.2** The invitation presents the number of Slots available to be allocated in the considered Gas Year.
- 7.3.1.3** The invitation contains the definition of the Slot parameters valid for the considered Capacity Allocation Procedure, or the reference to a previously provided definition if such definition is still applicable to the Capacity Allocation Procedure under consideration.

- 7.3.1.4 The invitation specifies any scheduled maintenance work affecting the considered Gas Year, if known in advance of the deadline for the release of final scheduled maintenance plan, as stated in clause 8.8.2.
- 7.3.1.5 The invitation contains a description or a reference to the procedure for submitting the Terminal Capacity allocation request, including the Terminal Capacity Allocation Request Form (Annex 8).
- 7.3.1.6 The invitation states the term for submitting the Terminal Capacity allocation request, which must be at least 30 calendar days since the publication of the invitation itself on the Terminal website (clause 7.3.1).
- 7.3.2** The Applicant shall submit the Terminal Capacity allocation request in writing, following the procedure and within the term specified in the Terminal Operator's invitation on the Terminal website, and according to the information exchange provisions defined in clause 5.
- 7.3.3** In the request, the Applicant shall include the information and documentation detailed in clauses from 7.3.3.1 to 7.3.3.7 (inclusive).
- 7.3.3.1 The Applicant shall submit a filled and signed copy of the Terminal Capacity Allocation Request Form (Annex 8), specifying the Slots that the Applicant is requesting to be allocated within the considered Gas Year.
- 7.3.3.2 In the Terminal Capacity Allocation Request Form (Annex 8), the Applicant confirms the full and unconditional acceptance of all the conditions contained in the Contract Package, as published on the Terminal website.
- 7.3.3.3 The Applicant shall provide copies of its registration certificate, issued according to the law of the jurisdiction in which it is established, and its articles of association or other founding documents.
- 7.3.3.4 The Applicant shall provide a copy of the approval of the Terminal Capacity Allocation Request Form (Annex 8), by the board of directors of the Applicant, or by such other corporate body of the Applicant that is competent, in accordance with the laws of the jurisdiction of incorporation of the Applicant, to approve the Terminal Capacity allocation request.
- 7.3.3.5 The request shall include consolidated financial statements of the Applicant and, if applicable, the consolidated financial statements of the Applicant's Affiliate issuing the Guarantee set out in clause 6.2.1.2, covering the last 3 financial years or the period from the registration of the Applicant or its Affiliates, if shorter than 3 financial years.
- 7.3.3.6 If a Natural Gas import authorisation is required by applicable Laws, the Applicant shall provide a copy of the Natural Gas import authorisation, as stated in clause 6.1.1.1.

- 7.3.3.7** To secure the Applicant's obligations under the Terminal Capacity Allocation request, the Applicant must provide a Bank Guarantee, by submitting a filled and signed copy of the form in Annex 7. The Bank Guarantee must be provided by all Applicants, regardless of their compliance with financial requirements set out in clauses 6.2.1, as it does not coincide with nor is an alternative to the Bank Guarantee defined in clause 6.2.1.3. The Bank Guarantee covering the requested Slots shall be issued at least for the amount calculated in the relevant formula in Annex 6 and its validity shall expire at the earliest 30 calendar days after the end of the Gas Year object of the Capacity Allocation Procedure. The Bank Guarantee will be returned by the Terminal Operator to the Applicant at the conclusion of the annual Capacity Allocation Procedure, as detailed in clause 7.5.4, provided that the preconditions set out in clause 7.5.4.1 or clause 7.5.4.2 are satisfied.
- 7.3.4** The Applicant is not obliged to submit the documents specified in clauses 7.3.3.3, 7.3.3.5 and 7.3.3.6, if such documents have already been submitted for an earlier Terminal Capacity Allocation Procedure and they are still valid at the time of the new request.
- 7.3.5** The Terminal Operator notifies the Applicant if there are deficiencies in the Capacity Allocation request compared to requirements set out in clauses 7.3.2 and 7.3.3 and asks Applicants to provide a rectification within a rectification deadline, which should be no less than 3 calendar days from the notice by the Terminal Operator concerning the deficiencies.
- 7.3.6** In case a request for Terminal Capacity Allocation is rejected by the Terminal Operator, the Terminal Operator informs the Applicant about the rejection decision and the grounds for such decision. An Applicant's request may be rejected by the Terminal Operator in any of the cases detailed in clauses 7.3.6.1 to 7.3.6.4 (inclusive).
- 7.3.6.1** The Applicant does not meet all the Requirements For Access set out in clause 6 or the Applicant cannot reliably prove that it complies with such requirements.
- 7.3.6.2** The Terminal Operator has earlier terminated the Terminal Service Contract of the Applicant other than due to Force Majeure or for convenience.
- 7.3.6.3** The Terminal Operator would be entitled to terminate the Terminal Service Contract of the Applicant (if such Terminal Service Contract would have already been concluded with the Applicant) pursuant to clause 6.1.3, 6.1.4, 6.1.5, 6.1.6 or 6.1.7 of the General Terms and Conditions.
- 7.3.6.4** At least one of the documents mentioned in clause 7.3.3 is missing from the Applicant's request or not valid, even after the rectifications provided by the rectification deadline.
- 7.3.7** If the sum of the Slots requested by the Applicants, whose requests have not been rejected, is less or equal to the total Terminal Capacity available for allocation in the considered Gas Year, the Terminal Operator offers the requested Slots to all Applicants. In this case, the annual Terminal Capacity Allocation Procedure is completed.
- 7.3.8** If the sum of the Slots requested by the Applicants, whose requests have not been rejected, is greater than the total Terminal Capacity available for allocation in the considered Gas Year, the Terminal Operator follows the capacity congestion management process defined in clause 7.4.

- 7.3.9** At the completion of the Terminal Capacity Allocation Procedure, the Terminal Operator offers to the Applicants the allocated Slots by requiring the Applicants to sign the Contract Package. The Bank Guarantee securing the Applicant's obligations under the Terminal Capacity allocation request, defined in clause 7.3.3.7, is returned by the Terminal Operator to the Terminal Users after signing the Contract Package, provided that the Applicant is in compliance with the regulatory requirements set out in clause 6.1, the financial requirements set out in clause 6.2, and the insurance requirements set out in clause 6.3. The timing and conditions for the return of such Bank Guarantee are detailed in clause 7.5.
- 7.3.10** The Terminal Operator regularly publishes the updated information about available Terminal Capacity resulting from the annual Capacity Allocation Procedure and the scheduling, on the Terminal website.
- 7.3.11** The timing of the annual Capacity Allocation Procedure is detailed with the procedural steps and deadlines presented from clause 7.3.11.1 to clause 7.3.11.5 (inclusive). The deadlines are applicable to every Gas Year, except for the provisions in clause 7.3.12. A graphical representation of the timing of the annual Capacity Allocation Procedure is provided in Annex 9.
- 7.3.11.1 The Capacity Allocation Procedure starts with the invitation published on the Terminal website, no later than 15<sup>th</sup> April or, if not a Business Day, on the next Business Day.
- 7.3.11.2 The Applicants submit their Capacity Allocation requests at the latest on 15<sup>th</sup> May or, if not a Business Day, on the next Business Day, or by the date specified in the Terminal Operator's invitation.
- 7.3.11.3 The Terminal Operator notifies the Applicants of potential deficiencies in the request to be rectified, within 5 calendar days from the deadline of the Capacity Allocation request (7.3.11.2).
- 7.3.11.4 The Applicants submit the rectification of the deficiencies in their requests (if any) to Terminal Operator, within 5 calendar days from the Terminal Operator's notification (7.3.11.3).
- 7.3.11.5 No later than 5 calendar days from the rectification deadline (7.3.11.4), the Terminal Operator decides whether to accept or reject each Applicant's request, applies (if necessary) the Capacity congestion management procedure (7.4), notifies the Applicants, and provides the Terminal Service Contract, Joint Terminal Use Contract and Special Provisions to the Applicants whose requests have been accepted. The Terminal Operator reserves the right to postpone the acceptance/rejection decisions concerning Applicants' requests and shall notify all Applicants of the postponement.
- 7.3.12** In case the annual Capacity Allocation Procedure is concluded with a number of allocated Slots considered insufficient by the Terminal Operator, i.e., due to lack of requests or other impediments, the Terminal Operator may perform the annual Capacity Allocation Procedure again, following the same conditions defined for the annual Terminal Capacity Allocation Procedure and potentially not complying with the all the timings defined in clause 7.3.11. The Slots that were assigned to Applicants during the previous annual Capacity Allocation Procedure for the same Gas Year, shall remain assigned to such Applicants and shall be excluded from any following annual Capacity Allocation Procedure referred to the same Gas Year.

## 7.4 Capacity congestion management

- 7.4.1** In the case the sum of the Slots requested by all Applicants within the considered annual Capacity Allocation Procedure is more than the total number of Slots available to be allocated in the considered period, the congestion management method presented in this clause is applied.
- 7.4.2** The Slots are allocated by the Terminal Operator to the Applicants proportionally and rounded to the closest integer number of Slots. The principle of proportionality is applied exclusively to the requests presented for the considered Capacity Allocation Procedure and not rejected, as follows:
- 7.4.2.1 The percentage of Terminal Capacity to be allocated to each Applicant is calculated as the ratio between the Slots requested by the Applicant and the sum of the Slots requested by all Applicants.
- 7.4.2.2 The proportionate amount for each Applicant is obtained by multiplying the Applicant's percentage by the Terminal Capacity available for the considered Gas Year.
- 7.4.2.3 Each Applicant's proportionate amounts resulting from the calculations of clause 7.4.2.2 are arithmetically rounded to the closest integer number of Slots, applying the norm of rounding numbers in the form of X.5 to the closest higher integer (X+1).
- 7.4.3** If the application of clause 7.4.2 leads to allocated Slots exceeding the Terminal Capacity available for allocation, every exceeding Slot should be removed from the Applicant's allocated Terminal Capacities, commencing from the Applicant with the highest difference resulting from the rounded proportional amount of Slots calculated as per clause 7.4.2.3 and the corresponding unrounded amount calculated as per clause 7.4.2.2.
- 7.4.4** If the application of clause 7.4.2 leads to unallocated Slots, those are allocated prioritising the Applicants with the largest difference resulting from the unrounded proportional amount of Slots calculated as per clause 7.4.2.2 and the rounded proportional amount calculated as per clause 7.4.2.3.
- 7.4.5** In the case of Applicants with equal difference between requested Slots and rounded proportional number of Slots, the Terminal Operator reserves the right to allocate unallocated Slots prioritising such Applicants on the basis of the highest number of requested Slots or to remove the allocated Slots in excess starting from such Applicants with the lowest number of requested Slots.
- 7.4.6** Portions of Terminal Capacity inferior to one Slot are not considered for allocation during the annual Capacity Allocation Procedure.

## 7.5 Terminal contracts conclusion

- 7.5.1** Once the annual Terminal Capacity allocation is concluded, the Terminal Operator submits to the Applicants their drafts of the Terminal Service Contract, the Joint Terminal Use Contract and the Special Provisions, which shall be coherent with the latest Contract Package available on the Terminal website. In the case the Applicant is already a Terminal User holding a valid Terminal Service Contract, the Terminal Operator submits only a draft of the Special Provisions and (if the Terminal User is not already a party to the Joint Terminal Use Contract but has obtained at least one Slot which is not a Late Spot Scheduled Slot) the Joint Terminal Use Contract.

- 7.5.2** The Applicant shall sign the Terminal Service Contract, the Joint Terminal Use Contract and the Special Provisions in the form in which they were submitted to the Applicant by the Terminal Operator. The Applicant must return such signed Terminal Service Contract, Joint Terminal Use Contract and Special Provisions to the Terminal Operator within 10 calendar days from their submission and no later than 9<sup>th</sup> June of each year, or, if not a Business Day, on the next Business Day, whichever is the earliest deadline.
- 7.5.3** If the Applicant does not submit the signed Terminal Service Contract, Special Provisions and/or Joint Terminal Use Contract to the Terminal Operator within the time specified in clause 7.5.2, and/or the Applicant does not provide evidence of compliance with the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2, and the insurance requirements defined in clause 6.3, within 10 calendar days from the signature of the aforementioned documents, the Terminal Operator is entitled to remove the Applicant's right to the allocated Slots in accordance with the provisions of the Contract Package by providing a written notification to the Terminal User. In such circumstances, the Applicant shall be obliged to pay 15% of the Service Tariffs for the allocated Slots, regardless of the removal of the Applicant's rights to such Slots, and the Terminal Operator is entitled to retain the Bank Guarantee issued to secure the Applicant's obligations under the Terminal Capacity allocation request, as per clause 7.3.3.7, until the aforementioned amount is fully paid to the Terminal Operator by the Applicant or the issuer of the Guarantee.
- 7.5.4** Subject to clause 7.5.3, the Bank Guarantee, securing the Applicant's obligations under the Terminal Capacity allocation request, set forth in clause 7.3.3.7 is returned by the Terminal Operator to the Terminal User within 5 Business Days from the date on which the condition defined in clause 7.5.4.1 or clause 7.5.4.2 occurs.
- 7.5.4.1** The Terminal User submits to the Terminal Operator the signed Contract Package in accordance with the Terminal Rules and is compliant with the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2, and the insurance requirements defined in clause 6.3. For the avoidance of doubt, if the Terminal User must provide a Guarantee according to clause 6.2.1.2 or clause 6.2.1.3, the Bank Guarantee as per clause 7.5.4 shall be returned 5 Business Days after the Terminal User submitted the Guarantee as per clause 6.2.1.2 or clause 6.2.1.3, as applicable, and signed the Contract Package according to the Terminal Rules, whichever the latest date.
- 7.5.4.2** The Terminal Operator refuses to sign the Contract Package for a reason set out in clause 7.5.3 and the Applicant has paid to the Terminal Operator 15% of the Service Tariffs for the allocated Slots in accordance with clause 7.5.3 together with any possible delay interest.
- 7.5.5** The Terminal Service Contract concluded between the Terminal Operator and the Terminal User is valid for an indefinite period of time, unless it is terminated by one or both of the parties according to termination conditions stated in the General Terms and Conditions. The Special Provisions and the Joint Terminal Use Contract are valid for the period set out therein.

## 7.6 Spot Capacity Allocation Procedure

- 7.6.1** After the conclusion of the annual Capacity Allocation Procedure and the definition of the Annual Service Schedule, the Scheduled Slots remaining unallocated (if any) are referred to as Spot Capacity and are allocated during the Spot Capacity Allocation Procedure. Potential Scheduled Slots becoming available after the refinement of the Annual Service Schedule or a Terminal User's renounce according to clause 7.7.3 are also referred to as Spot Capacity and included in the Spot Capacity Allocation Procedure.
- 7.6.2** The Spot Capacity Allocation Procedure is performed only if Spot Capacity is available for the Gas Year and it starts with Terminal Operator publishing an invitation on its website in accordance with conditions set forth in clauses from 7.6.2.1 to 7.6.2.3 (inclusive).
- 7.6.2.1** The invitation specifies the location of the Terminal, which shall be one of the ports set out in clause 3.1.1, and whether a transfer of the Terminal to a different location, which shall correspond to one of the ports set out in clause 3.1.1, is planned in the considered Gas Year.
- 7.6.2.2** Terminal Operator's invitation contains the Schedule Slots available for allocation in the Spot Capacity Allocation Procedure, with the respective LNG volume ranges, start date range and end date ranges according to the latest agreed Annual Service Schedule. The information shall be updated by the Terminal Operator to reflect the changes in the available Spot Capacity, as stated in clause 7.6.3.
- 7.6.2.3** The invitation contains the procedure and term for requesting Spot Capacity, including the Terminal Capacity Allocation Request form (Annex 8).
- 7.6.3** The Terminal Operator shall promptly update the invitation on its website, as detailed in clause 7.6.2, to include new Spot Capacity becoming available at any point during the Gas Year.
- 7.6.4** The Spot Capacity Allocation Procedure shall follow the same provisions defined for the annual Capacity Allocation Procedure in clauses 7.3.2 to 7.3.6 (inclusive), except for 7.3.3.7. In coherence with the aforementioned clauses, in the case a Terminal User to whom Slots were allocated during the annual Capacity Allocation Procedure requests Spot Capacity for the same Gas Year, such Terminal User shall not be obliged to submit the documents specified in clauses 7.3.3.3, 7.3.3.5 and 7.3.3.6, as long as the previously submitted documents are still valid.
- 7.6.5** To secure its obligations under the Spot Capacity Allocation request, the Applicant must provide a Bank Guarantee requested in the Spot Capacity Allocation Procedure, by submitting a filled and signed copy of the form in Annex 7. The Bank Guarantee must be provided by all Applicants, regardless whether they are already Terminal User and/or in compliance with financial requirements set out in clauses 6.2.1, as it does not coincide with nor is an alternative to the Bank Guarantee defined in clause 6.2.1.3. The Bank Guarantee shall be issued at least for the amount calculated in the relevant formula in Annex 6 and its validity shall expire at the earliest 30 calendar days after the end of the latest Scheduled Slots requested in the Spot Capacity Allocation Procedure. The Bank Guarantee shall be returned by the Terminal Operator to the Applicant at the conclusion of the Spot Capacity Allocation Procedure, as detailed in clause 7.6.15, provided clause 7.6.15.1 or 7.6.15.2 are satisfied.

- 7.6.6** In the Spot Capacity Allocation Procedure, all Applicants shall align their requests with the Scheduled Slots start and end dates, and the relative flexibility ranges, as defined in the Terminal Operator's invitation.
- 7.6.7** The Terminal Operator may reject an Applicant's request if not compliant with the provisions of clause 7.3.6, 7.6.5 or 7.6.6.
- 7.6.8** A Scheduled Slot requested during the Spot Capacity Allocation Procedure shall be allocated to the first request that fulfils the conditions specified in clauses 7.6.8.1 and 7.6.8.2, subject to the provisions of clause 7.6.9.
- 7.6.8.1 The request is evaluated as compliant with all the requirements defined in in clauses 7.3.2 to 7.3.6 (inclusive), except for 7.3.3.7.
- 7.6.8.2 The LNG Carrier associated with the request is already in the register of approved LNG Carriers set out in clause 5.2.1 or has completed the LNG Carrier approval set out in clause 6.4.7.
- 7.6.9** If two or more requests for the same Scheduled Slot fulfil the conditions specified in clauses 7.6.8.1 and 7.6.8.2 on the same calendar day, among such requests the Terminal Operator shall prioritise the Applicant that has requested the highest number of Scheduled Slots and, that being equal, the Applicant that has the highest number of Scheduled Slots allocated for the considered Gas Year, resulting from previous Capacity Allocation Procedures for the considered Gas Year.
- 7.6.10** After the decision to allocate Spot Capacity to an Applicant, the Terminal Operator submits to the Applicant the draft of the Contract Package, which shall be coherent with the latest one available on the Terminal website, and which must be signed and submitted by the Applicant to the Terminal Operator in the form in which the Contract Package was submitted to the Applicant by the Terminal Operator, subject to the provisions of clauses 7.6.10.1 and 7.6.10.2.
- 7.6.10.1 In case the Applicant is already a Terminal User holding a valid Terminal Service Contract, the Terminal Operator submits only a draft of the Special Provisions and (if the Terminal User is not already a party to the Joint Terminal Use Contract but has obtained at least one Scheduled Slot which is not a Late Spot Scheduled Slot) a draft of the Joint Terminal Use Contract. The Applicant must sign and return to the Terminal Operator such Special Provisions and (if the Terminal User is not already a party to the Joint Terminal Use Contract but has obtained at least one Scheduled Slot which is not a Late Spot Scheduled Slot) such Joint Terminal Use Contract in the form in which they were submitted to the Applicant by the Terminal Operator.
- 7.6.10.2 In case all the Scheduled Slots allocated to the Applicant are Late Spot Scheduled Slots, the Terminal Operator submits only the Terminal Service Contract and the Special Provisions. The Applicant must sign and return to the Terminal Operator such Terminal Service Contract and such Special Provisions in the form in which they were submitted to the Applicant by the Terminal Operator.
- 7.6.11** In the Spot Capacity Allocation Procedure, the Applicant must submit to the Terminal Operator evidence of compliance with the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2, and the insurance requirements defined in clause 6.3, together with the signed contracts specified in clause 7.6.10, 7.6.10.1 and 7.6.10.2. The Applicant is not obliged to submit such evidence, as long as the Applicant is already a Terminal User and the previously submitted documents are still valid.

- 7.6.12** If the Applicant does not submit to the Terminal Operator the signed documents set out in clauses 7.6.10, 7.6.10.1 and 7.6.10.2, within the time specified in clause 7.6.14.6, and/or the Applicant is incompliant with the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2, and the insurance requirements defined in clause 6.3, the Terminal Operator can remove the Applicant's right to the allocated Spot Capacity according the provision of the Contract Package by providing a written notification to the Terminal User. The released Spot Capacity shall be allocated to the next eligible Applicant following the prioritisation principle contained in clauses 7.6.8 and 7.6.9. In such circumstances, the Applicant shall be obliged to pay 15% of the Service Tariffs for such Spot Capacity, regardless of the removal of the applicant's rights to such Spot capacity, and the Terminal Operator is entitled to retain the Bank Guarantee issued to secure the Applicant's obligations under the Spot Capacity allocation request, as per clause 7.6.5, until the aforementioned amount is fully paid to the Terminal Operator by the Applicant or the issuer of the Guarantee.
- 7.6.13** After the conclusion of the contracts for the Spot Capacity, as set out in clause 7.6.10, the Terminal User is responsible for adjusting its Guarantee, if applicable, as set out in clause 6.2.1 and in compliance with clauses 6.2.5 and 6.2.6.
- 7.6.14** The timing of the Spot Capacity Allocation Procedure is detailed in clause from 7.6.14.1 to 7.6.14.6 (inclusive).
- 7.6.14.1 The Spot Capacity Allocation Procedure starts with the invitation published on the Terminal website.
- 7.6.14.2 The Applicants submit their Capacity Allocation requests any time after the publication of the Terminal Operator's invitation (clause 7.6.14.1), within the deadline defined in the invitation (clause 7.6.2.3) and anyway at least 30 calendar days before the start of the requested Scheduled Slots as per Annual Service Schedule, with the exception provided hereafter. In the case an Applicant intends to use an LNG Carrier that has not been previously approved by the Terminal Operator according to clause 6.4, the request shall be submitted at least 120 calendar days before the earliest date associated with the requested Slots as per Annual Service Schedule, to allow time for the LNG Carrier approval process.
- 7.6.14.3 The Terminal Operator notifies the Applicant of potential deficiencies in the request to be rectified, no later than 5 calendar days from the Spot Capacity Allocation request submission (7.6.14.2).
- 7.6.14.4 The Applicants submit the rectification of the deficiencies in their requests (if any) to Terminal Operator, no later than 5 calendar days from the Terminal Operator's notification (7.6.14.3).
- 7.6.14.5 No later than 5 calendar days from the rectification deadline (7.6.14.4), the Terminal Operator decides whether to accept or reject each Applicant's request, notifies the Applicants, and sends the Special Provisions and, if applicable based on clause 7.6.10, the Terminal Service Contract and the Joint Terminal Use Contract to the Applicants whose requests have been accepted. The Terminal Operator reserves the right to postpone the decision concerning Applicants' request, which needs to be notified to all Applicants.

- 7.6.14.6 The Applicants with allocated Spot Capacity submit to the Terminal Operator the signed Special Provisions and, if applicable based on clauses 7.6.10.1 and 7.6.10.2, the signed Terminal Service Contract, the signed Joint Terminal Use Contract and the signed Special Provisions, no later than 5 calendar days before the earliest date associated with the requested Slots as per Annual Service Schedule (7.6.14.5).
- 7.6.15** Subject to clause 7.6.12, the Bank Guarantee to secure the Applicant's obligations under the Spot Capacity allocation request set forth in clause 7.6.5 is returned by the Terminal Operator to the Terminal User within 5 Business Days from the date in which the condition defined in clause 7.6.15.1 or clause 7.6.15.2 are verified by the Terminal Operator.
- 7.6.15.1 The Terminal User submits the signed Contract Package and is compliant with the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2, and the insurance requirements defined in clause 6.3. For the avoidance of doubt, if the Terminal User must provide a Guarantee according to clause 6.2.1.2 or clause 6.2.1.3, the Bank Guarantee as per clause 7.6.15 shall be returned 5 Business Days after the Terminal User submitted the Guarantee as per clause 6.2.1.2 or clause 6.2.1.3, as applicable, and signed the Contract Package according to the Terminal Rules, whichever the latest date.
- 7.6.15.2 The Terminal Operator refuses to sign the Contract Package for a reason set out in clause 7.6.12 and the Applicant has paid to the Terminal Operator 15% of the Service Tariffs for the allocated Spot Capacity in accordance with clause 7.6.12 together with any possible delay interest.

## **7.7 Unused capacity management**

- 7.7.1** In the case a Terminal User does not intend to use one, more than one or all of the Scheduled Slots assigned to such Terminal User according to its Individual Annual Service Schedule, the Terminal User has the right to transfer each of the assigned Scheduled Slots in alignment with the provisions of this clause. In this case, one of the alternative circumstances detailed in clauses 7.7.2, 7.7.3 and 7.7.4 applies.
- 7.7.2** The Terminal User transfers the Scheduled Slot to another Terminal User or Person meeting the requirements of Terminal User according to clause 7.8.
- 7.7.3** The Terminal User does not wish to or manage to transfer the Scheduled Slot that is not planned to be used and requests the Terminal Operator to offer such Scheduled Slot following the Spot Capacity Allocation Procedure described in clause 7.6. The Terminal User shall submit the aforesaid request to the Terminal Operator no later than 45 calendar days before the first date planned for such Scheduled Slot according to the Annual Service Schedule. In this case, the situation presented in clause 7.7.3.1 or the situation presented in 7.7.3.2 may occur.
- 7.7.3.1 The considered Scheduled Slot is successfully allocated by the Terminal Operator during the Spot Capacity Allocation Procedure.
- 7.7.3.2 The Terminal Operator does not manage to allocate the considered Scheduled Slot in the Spot Capacity Allocation Procedure, despite being notified within deadline (clause 7.7.3).

- 7.7.4** The Terminal User does not transfer the Scheduled Slot by the deadline defined in clause 7.7.2 and does not request the Terminal Operator to allocate it in the Spot Capacity Allocation Procedure respecting the deadline defined in 7.7.3.
- 7.7.5** In all the circumstances described in clause 7.7.3 and 7.7.4, the Terminal User remains responsible for the full payment of all the assigned Scheduled Slots to the Terminal Operator subject to clause 7.8.6. In addition, in the cases detailed in clause 7.7.3.2 and clause 7.7.4, the Terminal User is obliged to perform to the Terminal Operator a penalty payment, as defined in Annex 6, subject to clause 7.7.5.1.
- 7.7.5.1 In the circumstance defined in clause 7.7.3.2, if the Terminal User asked the Terminal Operator to include the Scheduled Slot in the Spot Capacity Allocation Procedure at least 90 calendar days before their first date planned on the Annual Service Schedule, the Terminal User shall be obliged to pay, in addition to the Service Tariff, only 50% of the amount defined in Annex 6 to the Terminal Operator as penalty.

## **7.8 Capacity transfer**

- 7.8.1** The Terminal User (Transferor) has the right to transfer one, more than one or all of the assigned Scheduled Slots and the associated rights and Liabilities as per Contract Package, in compliance with the conditions defined hereinafter in this clause 7.8 to another Terminal User or Person (Transferee) meeting the requirements of Terminal User including the regulatory requirements defined in clause 6.1, the financial requirements defined in clause 6.2., the insurance requirements defined in clause 6.3, and the LNG Carrier requirements specified in clause 6.4, prior to the transfer of any Scheduled Slot.
- 7.8.2** Before the transfer of the Scheduled Slot, the Transferee must provide to the Terminal Operator the information and documentation according to the provisions of clause 7.3.3, except for the Bank Guarantee specified in clause 7.3.3.7.
- 7.8.3** The Terminal Operator has the right to refuse the transfer of the Scheduled Slot if the Transferee does not fulfil the requirements and obligations detailed in clauses 7.8.1 and 7.8.2.
- 7.8.4** The Terminal User that intends to transfer an assigned Scheduled Slot must inform the Terminal Operator about this intention at least 5 calendar days before signing the trilateral agreement is described hereinafter in clause 7.8.5.
- 7.8.5** A trilateral agreement for the transfer of the Scheduled Slot, whose form is provided in Annex 11, shall be signed between the Terminal Operator, the Transferor and the Transferee, no later than 15 calendar days before the start of such Scheduled Slot according to the Annual Service Schedule.
- 7.8.6** Simultaneously with the trilateral agreement described in clause 7.8.5, the Transferor and the Transferee sign their respective Special Provisions amended by the Terminal Operator to take into account the transferred Scheduled Slot and associated to their existing respective Terminal Service Contracts.

- 7.8.7** From the Gas Day specified in the signed trilateral agreement, described in clause 7.8.5, all the rights and obligations associated with the Scheduled Slot subject to the trilateral agreement, as per Contract Package, are transferred from the Transferor to the Transferee. The Transferor and Transferee are responsible for adjusting their Guarantee, if applicable, and as described according to the provisions of clause 6.2.1, in compliance with clause 6.2.5 and 6.2.6.

## 8. SERVICE SCHEDULE

### 8.1 Annual Service Schedule

- 8.1.1** The Terminal Services are provided to Terminal Users by the Terminal Operator in accordance with the latest Annual Service Schedule approved by the Terminal Operator. The Terminal Operator attempts to satisfy the requests of all Terminal Users, to the extent possible; yet the Terminal Operator has the right to make the final decision on the Annual Service Schedule.
- 8.1.2** The Annual Service Schedule is adopted by the Terminal Operator for the provision of the Regasification Service to the Terminal Users over one Gas Year. It details the Scheduled Slots, with the relative LNG Carrier arrival times and Allotted Unloading Time, the volumes of LNG to be unloaded and regasified and consequently the volumes of Natural Gas to be injected into the Natural Gas network, per each day and per each Terminal User.
- 8.1.3** The information of the Annual Service Schedule that is made publicly available on the Terminal website (clause 5.2) is the LNG Carriers Arrival Times and relative Allotted Unloading Times, without the Terminal Users' names or the LNG Carriers identification number/name, and the total daily volumes of LNG Regasification and Natural Gas injections. The Individual Annual Service Schedules of all the Terminal Users are, however, not made publicly available by the Terminal Operator on the Terminal website. All the information exchanged between Terminal Operator and Terminal Users regarding their Individual Annual Service Schedules shall happen via the Terminal information exchange system as defined in clause 5.3.
- 8.1.4** After completing the annual Capacity Allocation Procedure, the Terminal Operator defines a preliminary Annual Service Schedule, which includes all possible available Slots scheduled in the Gas Year (Scheduled Slots), the range of LNG unload volume per Scheduled Slot and the range of LNG Regasification volume per each Gas Day of the Scheduled Slot. In particular, the Scheduled Slots are identified by a start date and end date with a flexibility of plus or minus 4 calendar days and by an LNG Regasification volume with an accepted tolerance range of plus or minus 10% per Gas Day.
- 8.1.5** The preliminary Annual Service Schedule is defined by the Terminal Operator on the basis of all the constraints detailed in clauses 8.1.5.1 to 8.1.5.5 (inclusive).
- 8.1.5.1 The preliminary Annual Service Schedule shall be feasible considering the Terminal technical characteristics defined in clause 3.2.
- 8.1.5.2 The preliminary Annual Service Schedule shall set out daily injections of Natural Gas aligned with the minimum and maximum injection rate in the Natural Gas network, determined by the TSO.
- 8.1.5.3 The preliminary Annual Service Schedule shall be compiled by the Terminal Operator taking into account the constraints imposed by the LNG Heel level and the LNG fuel level, as further specified in clause 10.
- 8.1.5.4 The preliminary Annual Service Schedule shall be compliant with the scheduled maintenance plans, published by the Terminal Operator as defined in clause 8.8.2, which may affect the ability of the Terminal to perform LNG Regasification and injection into the Natural Gas network.

- 8.1.5.5 The preliminary Annual Service Schedule shall account for foreseeable external factors such as expected Adverse Weather Conditions and Port constraints.
- 8.1.6** The Terminal Operator shall provide the preliminary Annual Service Schedule to all Terminal Users with Terminal Capacities allocated in the considered Gas Year, no later than 24<sup>th</sup> June of the previous Gas Year, or, if not a Business Day, on the next Business Day. The Terminal Users shall submit the first draft of their Individual Annual Service Schedule, by filling and signing the relative form in Annex 10, no later than 1<sup>st</sup> July of every Gas Year or, if not a Business Day, on the next Business Day.
- 8.1.7** Each Individual Annual Service Schedule draft shall indicate which of the Scheduled Slots, defined in the preliminary Annual Service Schedule, the Terminal User would like to have assigned for it for the entire Gas Year. For each Scheduled Slot, the Terminal User shall indicate in its Individual Annual Service Schedule the expected LNG Carrier Arrival Time and LNG unload volume, in respect of the conditions detailed in clauses 8.1.7.1, 8.1.7.2 and 8.1.7.3.
- 8.1.7.1 The Terminal User shall ensure that the LNG Carrier arrival times, specified in its Individual Annual Service Schedule draft, are within the date ranges assigned to the specific Scheduled Slot in the preliminary Annual Service Schedule.
- 8.1.7.2 The Terminal User shall ensure that the LNG unload volume is within the volume range of the Scheduled Slot defined in the preliminary Annual Service Schedule.
- 8.1.7.3 The Terminal User shall ensure that the Scheduled Slots requested by the Terminal User in the Gas Year are coherent with the total number of Slots allocated to the Terminal User during the annual Capacity Allocation Procedure.
- 8.1.8** Potential Individual Annual Service Schedule drafts deviating from the conditions defined in clauses 8.1.7.1, 8.1.7.2 and 8.1.7.3 may be evaluated and accepted at the Terminal Operator's sole discretion.
- 8.1.9** Within 5 calendar days from the receipt of all the Terminal Users' Individual Annual Service Schedule drafts, the Terminal Operator merges them into the Annual Service Schedule draft and evaluates whether there are inconsistencies, such as Scheduled Slots selected by more than one Terminal User. In the case the Annual Service Schedule draft presents any inconsistencies, those are solved following the schedule congestion procedure detailed in clause 8.2.
- 8.1.10** The Terminal Operator approves the Annual Service Schedule resulting from the solution of all potential inconsistencies with the schedule congestion procedure detailed in clause 8.2, no later than 30<sup>th</sup> July or, if not a Business Day, on the next Business Day.
- 8.1.11** The Annual Service Schedule shall contain, for each Scheduled Slot assigned to a Terminal User, the expected LNG Arrival Time, the LNG unload volume and the total daily LNG Regasification and Natural Gas injection volumes, which must remain coherent with the times and volumes associated with such Scheduled Slot in the preliminary Annual Service Schedule draft.

- 8.1.12** No later than 4<sup>th</sup> August, or, if not a Business Day, the next Business Day, the Terminal Operator submits the Individual Annual Service Schedule, coherent with the approved Annual Service Schedule, to the relative Terminal User. The Individual Annual Service Schedule is considered valid after a period of 10 calendar days from its submission, regardless of whether the Terminal User provides a written communication of acceptance, except in the cases described in clause 8.1.12.1 and clause 8.1.12.2.
- 8.1.12.1 Within 10 calendar days from the submission of the Individual Annual Service Schedule to the Terminal User by the Terminal Operator, the Terminal User submits a written proposal of correction to the Terminal Operator. If the corrected Individual Annual Service Schedule is compliant with the preliminary Annual Service Schedule as defined in clause 8.1.4 and compatible with other Terminal Users' Individual Annual Service Schedules, the Terminal Operator may approve it and submit it to the Terminal User within 5 calendar days; in such case the corrected Individual Annual Service Schedule will be considered valid from its submission date, regardless of the final confirmation of acceptance from the Terminal User. If the Terminal Operator rejects the corrected Individual Annual Service Schedule, the latest Individual Annual Service Schedule submitted by the Terminal Operator to such Terminal User shall be considered valid.
- 8.1.12.2 The Terminal User communicates the refusal of the Individual Annual Service Schedule to the Terminal Operator in written form and within 10 calendar days from its submission to the Terminal User by the Terminal Operator. In this case, the Terminal Operator is entitled to remove such Terminal User from the Annual Service Schedule and to remove its rights to the allocated Slots, by providing a written notification to the Terminal User within 5 calendar days from its refusal notification. Such Terminal User remains responsible for the full payment of all the assigned Scheduled Slots and, in addition, is obliged to pay penalties as defined in Annex 6 to the Terminal Operator.
- 8.1.13** The Terminal Operator accounts for the potential changes resulting from the application of clauses 8.1.12.1 and 8.1.12.2 in the final Annual Service Schedule. The Terminal Operator publishes such Annual Service Schedule on the Terminal website, according to the provisions of clause 8.1.3, no later than 25<sup>th</sup> August of the previous Gas Year or, if not a Business Day, on the next Business Day.
- 8.1.14** A graphical representation of the timing of the procedure to define the Annual Service Schedule is provided in Annex 9.

## **8.2** Schedule congestion management

- 8.2.1** If not all the Individual Annual Service Schedule drafts submitted by Terminal Users, as per clause 8.1.6, are mutually compatible, the Terminal Operator highlights the inconsistencies in the Annual Service Schedule draft resulting from their merge, in the form of Scheduled Slots disputed between multiple Terminal Users. In such circumstances, the Terminal Operator adopts the schedule congestion management described hereinafter to assign the disputed Scheduled Slots.
- 8.2.2** The Terminal Operator requests the interested Terminal Users to remove the inconsistencies highlighted in the Annual Service Schedule draft by negotiating among themselves and to provide an updated draft of their Individual Annual Service Schedule no later than 10 calendar days from the Terminal Operator's request.

- 8.2.3** After the submission deadline (clause 8.2.2), the Terminal Operator compiles a new Annual Service Schedule draft combining the submitted and corrected Individual Annual Service Schedule drafts. If any inconsistencies persist, in the form of disputed Scheduled Slots, the process detailed in clause 8.2.4 is followed and shall be completed within 10 calendar days from the Terminal Users' submission of the Individual Annual Service Draft detailed in clause 8.2.2.
- 8.2.4** All the disputed Scheduled Slots are assigned to a Terminal Users following a process consisting of a maximum of 3 consecutive rounds and detailed in clauses 8.2.4.1, 8.2.4.2 and 8.2.4.3, to which only the Terminal Users requesting any of the disputed Scheduled Slots can participate.
- 8.2.4.1 In the first two rounds, the Terminal User can request the assignment of a number of Scheduled Slots equal to a maximum of 1/3 of the Scheduled Slots remaining under dispute for the specific Terminal User, rounded up. In the third round, the Terminal User requests the remaining number of Scheduled Slots still under dispute.
- 8.2.4.2 In each round, the Terminal Users can request the assignment of their preferred Scheduled Slots, selected among the Slots that are still available for assignment, within the limitations of clause 8.2.4.1.
- 8.2.4.3 Within each round, requests are made by one Terminal User at the time, in decreasing order of number of disputed Scheduled Slots, and accepted by the Terminal Operator in such order i.e. giving assignment priority to the Terminal User with the highest number of Scheduled Slots under dispute.
- 8.2.4.4 In the case of multiple Terminal Users with equal number of disputed Scheduled Slots, the Terminal Operator reserves the right to give assignment priority to the Terminal Users with the highest number of allocated Slots for the Gas Year.
- 8.2.5** In the case a Terminal User decides not to accept the resulting Individual Annual Service Schedule, the provisions detailed in clauses 8.1.12.1 and 8.1.12.2 apply.

### **8.3 Annual Service Schedule monthly update**

- 8.3.1** By the 1<sup>st</sup> Business Day of the month, the Terminal Operator updates the agreed Individual Annual Service Schedule on the basis of the provisions detailed in clauses 8.3.1.1, 8.3.1.2 and 8.3.1.3, and submits it, as a first draft, to all the relevant Terminal Users with allocated Slots in the Gas Year. The update of the Individual Annual Service Schedule is limited to the period starting from the beginning of the following month and ending at the end of the Gas Year.
- 8.3.1.1 The Terminal Operator includes into the agreed Annual Service Schedule the potential results of the Spot Capacity Allocation Procedure and the transfer of Terminal Capacity between Terminal Users, which occurred since the last monthly update or, for the first month of the Gas Year, since the publication of the Annual Service Schedule.
- 8.3.1.2 The Terminal Operator adjusts the agreed Annual Service Schedule to account for potential variations in the scheduled maintenance plans, forecasted meteorological-maritime conditions, Port constraints, and/or Natural Gas network limitations.

- 8.3.1.3 The Terminal Operator includes into the agreed Annual Service Schedule the minimum and maximum cumulative Daily Regasification Nominations allowed for each Gas Day of the Gas Year Quarter to which the following month belongs. The minimum and maximum cumulative Daily Regasification Nominations are the cumulative minimum and cumulative maximum quantities of Natural Gas that can be altogether nominated on a Gas Day by all Joint Terminal Users, or by the Terminal User holding the Late Spot Scheduled Slot, as applicable, in accordance with clauses 8.7.2 and 8.7.3.
- 8.3.2** The minimum and maximum cumulative allowed Daily Regasification Nominations specified in clause 8.3.1.3 are defined by the Terminal Operator in compliance with all the parameters contained in clauses from 8.3.2.1 to 8.3.2.5 (inclusive).
- 8.3.2.1 The minimum and maximum cumulative Daily Regasification Nomination allowed shall be coherent with the minimum and maximum LNG Regasification rate, defined by the Terminal technical characteristics in clause 3.2.
- 8.3.2.2 The minimum and maximum cumulative Daily Regasification Nomination allowed shall be comprised within the minimum and maximum injection rate into the Natural Gas transmission network, determined by the TSO.
- 8.3.2.3 The minimum and maximum cumulative Daily Regasification Nomination allowed shall be coherent with the Terminal total LNG storage capacity defined in clause 3.2, the Heel Level as specified in clause 10, the Terminal User's LNG unload nominations, and any foreseeable constraints that might affect the performance of the LNG Carrier unload.
- 8.3.2.4 The minimum and maximum cumulative Daily Regasification Nomination allowed shall allow the complete LNG Regasification of the LNG unloaded within the Scheduled Slot, considering also the portion required for the Fuel Gas as further specified in clause 10.
- 8.3.2.5 The minimum and maximum cumulative Daily Regasification Nomination allowed shall be compliant with the scheduled maintenance plans affecting the Terminal.
- 8.3.3** All the Terminal Users shall provide their updated Individual Annual Service Schedules drafts, which shall be coherent with the updated Individual Annual Service Schedule draft submitted by the Terminal Operator. The Terminal Users shall provide the aforementioned draft, by updating and submitting the form in Annex 10, no later than the 4<sup>th</sup> day of each month or, if not a Business Day, on the next Business Day.
- 8.3.4** The Terminal User shall ensure that the updated draft of the Individual Annual Service Schedule contains the information detailed in clauses from 8.3.4.1 to 8.3.4.5 (inclusive).
- 8.3.4.1 The Terminal User shall ensure that the updated Individual Annual Service Schedule draft details, for each assigned scheduled Slot, the LNG volume to be unloaded and the LNG Carrier(s) Arrival Time, with a flexibility of plus or minus 1 calendar day.
- 8.3.4.2 The Terminal User shall specify the expected LNG quality at the Terminal, for the LNG scheduled to be delivered to the Terminal in the first month considered in the updated Annual Service Schedule draft. The quality certificate shall be provided by the Terminal User to the Terminal Operator according to the provisions of clause 5.

- 8.3.4.3 All the Terminal Users holding a Late Spot Scheduled Slot in the Gas Year Quarter to which the following month belongs, in accordance with clause 8.7.3, shall specify their Daily Regasification Nominations for each Gas Day of their Late Spot Scheduled Slot, subject to clause 8.3.4.5.
- 8.3.4.4 All the Joint Terminal Users allowed to inject Natural Gas into the Natural Gas transmission network in the Gas Year Quarter to which the following month belongs, in accordance with clause 8.7.2, shall specify their Daily Regasification Nominations for each Gas Day of such Gas Year Quarter, subject to clause 8.3.4.5.
- 8.3.4.5 Alongside each Daily Regasification Nomination, the Terminal User or Joint Terminal User must specify the Energy Identification Code (EIC) of the Shipper that is entitled to deliver such quantity of regasified Natural Gas into the Natural Gas transmission network. If on a Gas Day the Terminal User or Joint Terminal User has several Shippers at the entry point of the Natural Gas transmission network, the Terminal User or Joint Terminal User shall submit individual Daily Regasification Nomination for each Shipper for such Gas Day.
- 8.3.5** The updated Individual Annual Service Schedules are allowed to deviate from the previously agreed Individual Annual Service Schedule if the deviation does not affect the other Terminal Users' Individual Annual Service Schedule or the affected Terminal Users consent to the change by providing a written confirmation to the Terminal Operator. The deviation in the Individual Annual Service Schedule shall also be compliant with the Terminal technical characteristics (clause 3.2), the constraints on Natural Gas injection rate, LNG Heel level and LNG fuel level, the scheduled maintenance plans, the forecasted adverse meteorological-maritime conditions and the Port limitations.
- 8.3.6** If the Terminal User proposes an updated Individual Annual Service Schedule containing deviations outside the conditions mentioned in 8.3.5, they may be evaluated and accepted at the Terminal Operator's sole discretion. In such circumstance, the Terminal Operator has the right to reject the updated Individual Annual Service Schedule and consider as valid the previously agreed Individual Annual Service Schedule of the Terminal User.
- 8.3.7** No later than 3 calendar days from the receipt of all the updated Terminal Users' Individual Annual Service Schedule drafts, the Terminal Operator merges them into the updated Annual Service Schedule draft highlighting potential inconsistencies. In the case of any inconsistencies, the Terminal Operator may allow the Terminal Users and Joint Terminal Users to remove them by negotiating among each other and set a deadline of maximum 3 calendar days. After the aforementioned deadline, the Terminal Operator applies the principles set out in clause 8.3.8.
- 8.3.8** The Terminal Operator evaluates the Daily Regasification Nominations according to either (i) clause 8.3.9 for Scheduled Slots during which the Joint Terminal Use is applied in accordance with clause 8.7.2, or (ii) clause 8.3.10 for Late Spot Scheduled Slots in accordance with clause 8.7.3.
- 8.3.9** The Terminal Operator evaluates the Daily Regasification Nominations submitted by the Joint Users as per clause 8.3.4.4, and has the right to unilaterally modify them applying the principles stated in clauses 8.3.9.1 to 8.3.9.5 (inclusive).

- 8.3.9.1 The Daily Regasification Nomination shall at least be equal to the pro-rata minimum Daily Regasification Nomination of the Joint Terminal User, calculated as the minimum total Daily Regasification Nomination allowed, set out in clause 8.3.1.3, multiplied by the Pro-rata Capacity Share of such Joint Terminal User.
- 8.3.9.2 If the sum of the Daily Regasification Nominations for a specific Gas Day is lower than the minimum cumulative Daily Regasification Nomination allowed, as defined in clause 8.3.1.3, the Terminal Operator will unilaterally increase the Daily Regasification Nominations of the Joint Terminal Users that are below their pro-rata minimum Daily Regasification Nomination, calculated as in clause 8.3.9.1. In this case, such Daily Regasification Nominations will be increased by a quantity obtained multiplying the total nominated Daily Regasification Nomination that is lacking, by the Pro-rata Capacity Share of the respective Joint Terminal User calculated only on such Joint Terminal Users whose Daily Regasification Nominations are below their pro-rata minimum Daily Regasification Nomination. The sum of the Daily Regasification Nominations potentially modified by the Terminal Operator shall match with the minimum allowed Daily Regasification Nomination.
- 8.3.9.3 If the sum of the Daily Regasification Nominations for a specific Gas Day is higher than the maximum cumulative Daily Regasification Nomination allowed, as defined in clause 8.3.1.3, Terminal Operator will unilaterally reduce each Daily Regasification Nomination by a quantity obtained multiplying the total Daily Regasification Nomination that is in excess by the Pro-rata Capacity Share of the respective Joint Terminal User, so that the sum matches with the maximum allowed Daily Regasification Nomination.
- 8.3.9.4 The cumulative Daily Regasification Nominations of a Joint Terminal User within a specific Gas Year Quarter shall be coherent with the LNG volume unloaded at the Terminal by such Joint Terminal User in the Gas Year Quarter, accounting for any potential deviations occurred from its Individual Annual Service Schedule and considering the portion of LNG and Natural Gas used as fuel by the Terminal Operator as set out in clause 10.2.
- 8.3.9.5 If the Daily Regasification Nomination leads to exceeding of the cumulative volume of Natural Gas based on the relative Pro-rata Capacity Share associated with the Joint Terminal Users for a specific Gas Year Quarter, such Daily Regasification Nomination will be unilaterally reduced by the Terminal Operator as needed to remove the exceeding volume of Natural Gas.
- 8.3.10** The Terminal Operator evaluates the Daily Regasification Nomination submitted by Terminal User holding the Late Spot Scheduled Slot as per clause 8.3.4.3, and has the right to unilaterally modify it applying the principles stated in clauses from 8.3.10.1 to 8.3.10.3 (inclusive):
- 8.3.10.1 Minimum Daily Regasification Nomination shall at least be equal to the minimum allowed Daily Regasification Nomination, as set out in clause 8.3.1.3.
- 8.3.10.2 The cumulative Daily Regasification Nomination of a Terminal User within a Late Spot Scheduled Slot shall be coherent with the LNG volume unloaded at the Terminal by such Terminal User in the Late Spot Scheduled Slot, accounting for potential deviations occurred from its Individual Annual Service Schedule and considering the portion of LNG and Natural Gas used as fuel by the Terminal Operator as set out in clause 10.2.

- 8.3.10.3 If the Daily Regasification Nomination leads to exceeding of the cumulative volume of Natural Gas associated with the Terminal User holding the Late Spot Scheduled Slot, such Daily Regasification Nomination will be unilaterally reduced by the Terminal Operator as needed to remove the exceeding volume of Natural Gas.
- 8.3.11** If the Terminal User that holds a Late Spot Scheduled Slot or is a Joint Terminal User in the Gas Year Quarter to which the following month belongs does not submit Daily Regasification Nomination as set out in clause 8.3.4.3 and 8.3.4.4, the Terminal Operator shall set such nomination as per clauses 8.3.9 and 8.3.10.
- 8.3.12** The Terminal Operator amends and/or approves the Daily Regasification Nominations subject to principles set out in clauses 8.3.9, 8.3.10 and 8.3.11, and then amends and/or approves the Individual Annual Services Schedules and the Annual Service Schedule accordingly.
- 8.3.13** No later than on the 13<sup>th</sup> day of each month, or, if not a Business Day, on the next Business Day, the Terminal Operator approves all final Individual Annual Service Schedules and publishes the Annual Service Schedule on the Terminal website. Each Individual Annual Service Schedule is considered valid from the date of the Terminal Operator's approval, without the need of a Terminal User's written communication of acceptance.
- 8.3.14** On the basis of the approved updated Annual Service Schedule, the Terminal Operator calculates the maximum Net Borrowed Quantity throughout the Gas Year Quarter, for each Joint Terminal User towards each other Joint Terminal User, and communicates the respective values to the each Joint Terminal User, within the deadline set in clause 8.3.13, subject to clause 8.3.14.1.
- 8.3.14.1 The calculation and submission of the maximum Net Borrowed Quantity set out in clause 8.3.14 is only performed on the months preceding the beginning of a new Gas Year Quarter, i.e. September, December, March, and June.
- 8.3.15** A graphical representation of the timing of the monthly procedure to update the Annual Service Schedule is provided in Annex 9.

## **8.4 LNG Carrier arrival and mooring**

- 8.4.1** The Terminal User shall ensure that all the information and documentation required for the LNG Carrier arrival and mooring are provided to the Terminal Operator within the provisions defined in the Terminal Rules, including evidence of LNG Carrier compliance with all the requirements defined in clause 6.4. Such information and documentation may be provided directly by the Terminal User or by the LNG Carrier owner, manager or Master or authorized representative, on the Terminal User's behalf.
- 8.4.2** The Terminal User acknowledges that the Terminal Operator is not responsible for the provision of shipping and harbour management services for the LNG Carriers and that the Terminal User must procure such services directly from Inkoo Shipping Oy Ab or other service provider designated by Fortum Power and Heat Oy (or possibly by another party owning the Port) when the Terminal is in Finland and from *[names to be inserted later]* when the Terminal is in Estonia.

- 8.4.3** The Terminal User acknowledges that the Terminal Operator is not responsible for customs clearance of LNG, including import and export, and that the Terminal Operator will not act as importer or exporter of record. The Terminal User shall ensure that the LNG is placed under the excise duty suspension arrangement upon arrival to the Terminal.
- 8.4.4** The Terminal User undertakes that the Terminal Operator shall be provided with an LNG Carrier nomination request, no later than 14 calendar days before the respective LNG Carrier estimated arrival at the Port. The nomination request shall be provided by the Terminal User, or on behalf of the Terminal User, by submitting a filled and signed copy of the LNG Carrier nomination and information form included in Annex 1, specifying all the requested LNG Carrier information and contacts.
- 8.4.5** Together with the nomination request (clause 8.4.4), the Terminal User shall provide to the Terminal Operator both a quality certificate for the LNG transported by the LNG Carrier and sufficient documentation to prove the compliance with clause 8.4.5.1. In the case the voyage from the LNG loading port to the Port is shorter than 14 calendar days, the LNG quality certificate shall be provided and as soon as reasonably possible.
- 8.4.5.1 The Terminal User shall provide sufficient documentation to prove that the LNG transported by the LNG Carrier is not (and does not include) Sanctioned Goods.
- 8.4.6** The Terminal Operator accepts the LNG Carrier if the LNG Carrier nomination has been provided as per clause 8.4.4, the LNG Carrier is compliant with all the requirements defined in clause 6.4, all the documentation has been provided as per clause 8.4.5 and the LNG quality is compliant with the provisions of clause 9.1. The Terminal Operator shall notify the acceptance or refusal of the LNG Carrier nomination to the Terminal User no later than 10 calendar days after the receipt of the documentation in clauses 8.4.4 and 8.4.5.
- 8.4.7** The Terminal Operator, at its sole discretion, evaluates whether the documentation provided by the Terminal User pursuant to clause 8.4.5 is sufficient evidence of the LNG transported by the LNG Carrier not being (or including) Sanctioned Goods and the Terminal Operator may request from the Terminal User additional evidence on the matter. In case the Terminal Operator evaluates the documentation provided by the Terminal User pursuant to clause 8.4.5 as insufficient and/or the Terminal User fails to provide additional evidence to the Terminal Operator's satisfaction upon request of the Terminal Operator, the Terminal Operator has the right to refuse the LNG unload for such Terminal User. In such circumstance, the Terminal Operator is not liable for any potential Liabilities incurred by the Terminal User or other third parties resulting from the refusal of the LNG unload. For the avoidance of doubt, if the Terminal User delivers any Sanctioned Goods to the Terminal, the Terminal User shall be solely liable for such event even if the Terminal Operator fails to require the documentation, set out in clause 8.4.5, and regardless of whether the Terminal Operator should have noticed, based on the evidence provided, that the LNG was Sanctioned Goods.
- 8.4.8** No later than 2 calendar days prior to the LNG Carrier estimated arrival at the Port, the Terminal User shall provide the Daily Unload Nominations, as detailed in clause 8.5.1, to the Terminal Operator.

- 8.4.9** Additional documentation certifying the origin of the LNG, the completion of the LNG loading at the loading port and the safety parameters, in alignment with the procedures and conditions defined in Annex 1, shall be provided by the Terminal User to the Terminal Operator prior to the LNG Carrier's arrival at the Port.
- 8.4.10** The Terminal User undertakes that, during the voyage, the LNG Carrier Master provides regular updates on the estimated LNG Carrier Arrival Time to the Terminal Operator, with the frequency defined in Annex 1.
- 8.4.11** The Terminal User undertakes that, after the LNG Carrier arrival at the Port, the LNG Carrier Master shall send a notification of readiness to the Terminal Operator, as soon as all the conditions in clause 8.4.11.1 to 8.4.11.4 are met.
- 8.4.11.1 The LNG Carrier has the Port Master's permission to enter the Port.
- 8.4.11.2 The LNG Carrier has the Port Master's permission to moor at the Terminal.
- 8.4.11.3 The Port services required for the LNG Carrier mooring have been ordered by the Terminal User.
- 8.4.11.4 The LNG Carrier is ready and has all the required permissions to perform the LNG unload.
- 8.4.12** The Terminal User undertakes that, in the case any limitations to the LNG Carrier mooring and unloading are foreseen by the LNG Carrier Master, the LNG Carrier Master shall inform the Terminal Operator when providing the notification of readiness.
- 8.4.13** Following the receipt of the notification of readiness as per clause 8.4.11, and provided that all the conditions defined in clauses from 8.4.13.1 to 8.4.13.4 (inclusive) are met, the Terminal Operator notifies the permission to moor the LNG Carrier to the LNG Carrier Master and to the Port Master.
- 8.4.13.1 The LNG Carrier nomination has been accepted by the Terminal Operator, as compliant with the criteria specified in clause 8.4.6.
- 8.4.13.2 The LNG Carrier does not present, in the reasonable judgement of the Terminal Operator, a material risk to the safety of the Port, the Terminal, its personnel or the environment.
- 8.4.13.3 Complete and compliant documentation has been provided for the LNG Carrier, according to clauses 8.4.8 and 8.4.9.
- 8.4.13.4 The notification of readiness of the LNG Carrier (clause 8.4.4) is submitted by the LNG Carrier within the LNG Carrier Arrival Time defined in the approved Annual Service Schedule, or, if submitted earlier or later, the mooring of the LNG Carrier does not limit other LNG Carriers ability to moor and unload LNG according to their Annual Service Schedule.
- 8.4.14** The Terminal Operator has the right to refuse the LNG Carrier from calling, mooring and discharging at the Terminal if at least one of the conditions contained in clauses 8.4.13.1 to 8.4.13.4 (inclusive) is not met, and shall promptly inform the Terminal User about the grounds for such rejection. Under this circumstance, the Terminal Operator is not responsible for any potential losses and additional costs incurred by the Terminal User as a result of the rejection.

**8.4.15** If the notification of readiness of an LNG Carrier is submitted later than the LNG Carrier Arrival Time defined in the approved Annual Service Schedule, the Terminal Operator may provide the permission to moor as per clause 8.4.13.4, at the condition that the relative LNG Carrier Allotted Unloading Time is reduced to the extent necessary to allow the mooring and LNG unloading of the following LNG Carrier as per Annual Service Schedule. In such circumstance, the LNG Carrier may not be able to unload the total volume of LNG transported and defined in the Annual Service Schedule, as specified in clause 8.5.9, and the Terminal Operator cannot be held accountable for potential losses and additional cost deriving from a partial LNG Carrier cargo unload.

## **8.5 LNG unload**

**8.5.1** The Terminal User shall provide the Daily Unload Nominations to the Terminal Operator by submitting the filled and signed form contained in Annex 11 no later than 2 calendar days prior to the LNG Carrier arrival at the Port.

**8.5.2** The Terminal Operator approves the Daily Unload Nominations provided by the Terminal User if it is coherent with the agreed Annual Service Schedule for the Terminal User.

**8.5.3** The Terminal Operator shall perform the LNG unload in accordance with the provisions set out in Annex 1.

**8.5.4** The Terminal Operator shall start the LNG unload after receiving the notice of readiness and the confirmation that the conditions detailed in clause 8.5.5 are satisfied, providing that there are no conditions outside the Terminal Operator's control preventing the LNG Carrier unload (including, but not limited to the conditions set out in clauses from 8.5.14.1 to 8.5.14.5 (inclusive)).

**8.5.5** The LNG unload can be initiated and performed only if all the conditions specified in clauses from 8.5.5.1 to 8.5.5.4 (inclusive) are satisfied.

8.5.5.1 The LNG Carrier possesses all necessary documents, authorisations and safety certifications to perform the LNG unload, according to the provisions of Annex 1.

8.5.5.2 The Terminal User has disclosed all documentation related to the customs clearance and excise duty suspension arrangement to the Terminal Operator.

8.5.5.3 A Surveyor has identified or witnessed the identification of all the necessary parameters of the LNG Carrier including, but not limited to, the temperature of the LNG in each of the LNG Carrier tanks, the level and the pressure of the LNG at the top of the tanks, and the tightness of tanks.

8.5.5.4 The pre-cargo transfer meeting has been completed and the cargo transfer procedures have been agreed between the Terminal Operator and the Terminal User, in alignment with the provisions of Annex 1.

**8.5.6** The Terminal User undertakes that the LNG Carrier performs the LNG unloading in accordance with the standards set out in Annex 1, following the agreed cargo transfer procedures, and within the Allotted Unloading Time associated to the Scheduled Slot.

- 8.5.7** The Terminal User undertakes that the LNG Carrier unmoors, without undue delay, after the LNG unload has been completed as per clause 8.5.8 or aborted as per clause 8.5.9 or clause 8.5.14, the post-cargo transfer meeting has been completed, all the necessary documentation has been signed, unmooring and departure procedure has been agreed by all the relevant Parties, as described in Annex 1, except in the case of a Port Master's mandate and the Terminal Operator's consent in contradiction with this requirement.
- 8.5.8** The LNG unload is considered completed when an amount of LNG equal to the total Daily Unload Nominations for the considered LNG Carrier has been unloaded from the LNG Carrier to the Terminal, in compliance with the LNG volume measurement detailed in clause 9.2.
- 8.5.9** The Terminal Operator has the right to abort the LNG unload before its completion as defined in clause 8.5.7, to ensure that the LNG Carrier can unmoor by the end of its Scheduled Slot as set out in the Individual Annual Service Schedule.
- 8.5.10** The Terminal Operator shall complete the LNG unload at the earliest time possible and no later than the end of the Allotted Unload Time for the LNG Carrier. In the case the Actual Unloading Time exceeds the Allotted Unloading Time, after giving effect to any extensions provided for under clause 8.5.11, and this is due to the Terminal Operator's default, the Terminal Operator shall compensate the LNG Carrier's demurrage losses for the duration of such exceeding as per Contract Package, and in accordance with clauses 8.5.10.1 and 8.5.10.2. For the avoidance of doubt, if the Actual Unloading Time exceeds the Allotted Unloading time, for example, due to an event set out in clauses from 8.5.11.1 to 8.5.11.7 (inclusive) or the Terminal User's, or the LNG Carrier's, (a) delay in performance of its obligations or breach of the terms of the Contract Package, (b) negligence or breach of duty (statutory or otherwise); or (c) inability, refusal or failure to deliver LNG on the Terminal (other than due to a default of the Terminal Operator of its obligations under the Contract Package), (e) inability to agree the cargo transfer procedures with the Terminal Operator as set out in clause 8.5.5.4, such exceeding shall not be considered as the Terminal Operator's default and, correspondingly, the Terminal Operator shall not be obliged to pay demurrage pursuant to this clause 8.5.10.
- 8.5.10.1** The Terminal User shall submit any claim under clause 8.5.10 to the Terminal Operator in writing and no later than 20 days after the end of the calendar month in which the Actual Unloading Time was completed; otherwise any claim shall be deemed waived by Terminal User and barred. The Terminal Operator shall review such claim within 40 days from receipt and, if not disputed, pay the claim to the Terminal User within 30 days from the completion of the review.
- 8.5.10.2** The demurrage payable by the Terminal Operator pursuant to clause 8.5.10 shall be sole and exclusive remedy for the Actual Unloading Time exceeding the Allotted Unloading Time and the Terminal User shall not be entitled to elect a different or additional remedy, including instituting actions for breach of contract. The Terminal User accepts that such demurrage is a genuine and reasonable pre-estimate of the losses which may be sustained by the Terminal User in the event that the Actual Unloading Time exceeds the Allotted Unloading Time.
- 8.5.11** The Terminal Operator has the right, at its sole discretion, to extend the Allotted Unloading Time by any period of delay which is caused by one or more of the following, as set out in clauses 8.5.11.1 to 8.5.11.7 (inclusive):

- 8.5.11.1 reasons attributable to any Party other than the Terminal Operator or Terminal User (such other Parties include, but are limited to, a pilot, port service provider of the Port, a Governmental Authority, and the LNG Carrier Master or its crew, owner or operator),
  - 8.5.11.2 night-time restrictions;
  - 8.5.11.3 Adverse Weather Conditions;
  - 8.5.11.4 Force Majeure (as defined in the General Terms and Conditions);
  - 8.5.11.5 an inability of the Terminal to receive LNG as a result of insufficient space in the Terminal storage tanks (unless such lack of space is solely and directly the fault of the Terminal Operator and is not attributable to negligence of other Terminal Users);
  - 8.5.11.6 the Master exercising his discretion when acting in accordance with his paramount responsibility for the safety of the Terminal and its personnel;
  - 8.5.11.7 any maintenance performed in compliance with clause 8.8.
- 8.5.12** In the cases set out in clause 8.5.11, the Terminal Operator shall not grant the extension of the Allotted Unloading Time of the Terminal User beyond the limits of the Scheduled Slot assigned to such Terminal User as per its Individual Annual Service Schedule, or shall anyway not grant such extension if it adversely impacts the rights and obligations of other Terminal Users or the Terminal Operator or the interest of third parties (e.g. when the Terminal is located in Finland by preventing vessels from entering or exiting dock 1 of the port of Inkoo). In case the extension of the Allotted Unloading Time of a Terminal User adversely impacts the aforementioned rights, obligations, or interests (unlike foreseen at the time of granting the extension), the Terminal User will be liable for it towards the Terminal Operator, other Terminal Users and the relevant third parties.
- 8.5.13** Any extension of the Allotted Unloading Time as per clause 8.5.11 shall not increase the LNG volume allowed to be unloaded at the Terminal by the Terminal User.
- 8.5.14** The Terminal Operator has the right to delay, abort or discontinue the LNG unload, without any liability whatsoever towards the Terminal User, in the case one or more of the conditions detailed in clauses from 8.5.14.1 to 8.5.14.5 (inclusive) are met. During such period in which the LNG unload is delayed, aborted or discontinued, the Allotted Unloading Time and demurrage provisions shall not apply.
- 8.5.14.1 The Terminal Operator, the Terminal Master or the LNG Carrier Master reasonably evaluates that LNG unload operations are or have become unsafe.
  - 8.5.14.2 The Port Master mandates such delay, interruption or abortion of the operations.
  - 8.5.14.3 The LNG Carrier does not comply with the instructions and orders provided by the Port Master and/or by the Terminal Operator.
  - 8.5.14.4 The LNG Carrier does not comply with the regulations and requirements that apply to the performance of activities at the Port and/or at the Terminal, including, but not limited to, Port regulations and vessels prioritisation logics at the Port.

8.5.14.5 The LNG does not meet the quality requirements defined in clause 9.1.

**8.5.15** The Terminal Operator shall not be responsible for any direct or indirect Liabilities incurred by the Terminal User, the LNG Carrier, or any other related third parties if the Allotted Unloading Time is extended or the LNG unload operations are delayed, interrupted or aborted in compliance with the conditions contained in the Terminal Rules or due to circumstances outside the Terminal Operator's reasonable control.

## **8.6 LNG Regasification and network injection**

**8.6.1** If the Terminal Operator evaluates that the minimum and/or the maximum cumulative Daily Regasification Nomination allowed for a specific Gas Day need to be modified in respect to the last Annual Service Schedule, the Terminal Operator shall provide the updated values to the Terminal User holding the Late Spot Scheduled Slots or to all Joint Terminal Users allowed to inject Natural Gas into the Natural Gas transmission network in such Gas Day, in accordance with clauses 8.7.2 and 8.7.3, by 9.00 Eastern European Time (EET) of the previous Gas Day, using the Terminal information exchange system as set out in clause 5.3. Such updated minimum and/or maximum cumulative allowed Daily Regasification Nominations shall be defined by the Terminal Operator according to the provisions of clause 8.3.2.

**8.6.2** Unless the Terminal Operator provides any updated values as set out in clause 8.6.1, the minimum and maximum cumulative Daily Regasification Nomination allowed for each Gas Day of the Gas Day Quarter shall be the ones specified in the last Annual Service Schedule, as per clauses 8.3.12 and 8.3.13.

**8.6.3** The Terminal User holding the Late Spot Scheduled Slot or all Joint Terminal Users that are allowed to inject Natural Gas into the Natural Gas transmission network in the Scheduled Slot in accordance with clauses 8.7.2 and 8.7.3 shall provide their Daily Regasification Nominations no later than 13.00 Eastern European Time (EET), using the Terminal information exchange system as set out in clause 5.3. Alongside their Daily Regasification Nominations, the aforementioned Terminal Users or Joint Terminal Users must specify the Energy Identification Code (EIC) of the Shipper entitled to deliver such quantity of regasified Natural Gas into the Natural Gas transmission network and the hourly quantity of Daily Regasification Nomination expressed in kWh/hour, per each hour of the Gas Day. If the Terminal User or Joint Terminal User has several Shippers at the entry point of the Natural Gas transmission network, the Terminal User or Joint Terminal User shall submit individual Daily Regasification Nominations for each Shipper.

**8.6.4** If a Terminal User or Joint Terminal User does not submit its Daily Regasification Nomination as set out in clause 8.6.3, the Terminal Operator shall consider valid the Daily Regasification Nomination defined in the Terminal User or Joint Terminal User's latest Individual Annual Service Schedule. If a Terminal User or Joint Terminal User does not specify the hourly quantity of Daily Regasification Nomination per each hour of the Gas Day, the Terminal Operator shall distribute the Daily Regasification Nomination, as set out in the latest Individual Annual Service Schedule, equally throughout the Gas Day, to the extent possible according to the Terminal Operator's sole discretion.

**8.6.5** The Terminal Operator shall evaluate and potentially amend the Daily Regasification Nominations submitted by the Terminal User or Joint Terminal User as set out in clauses 8.6.3 and 8.6.4, according to the principles of the monthly update of the Annual Service Schedule set out in clauses 8.3.8, 8.3.9 and 8.3.10, and subject to the provisions of clauses 8.6.5.1 and 8.6.5.2.

- 8.6.5.1 If a Joint Terminal User fails to deliver at the Terminal the quantity of LNG defined in its Individual Annual Schedule, including also the failure to deliver the LNG Carrier within its Scheduled Slot, the Terminal Operator shall calculate the Pro-rata Capacity Share applying the formula set out in clause 2.1.57 and excluding the missing LNG volume from such formula. The principles set out in clauses 8.3.8, 8.3.9, and 8.3.10 shall be adopted considering, for each Joint Terminal User, the updated value of the Pro-rata Capacity Share calculated as specified in this clause.
- 8.6.5.2 If a Joint Terminal User has not issued or updated a Bank Guarantee as set out in clause 8.7.5 and, on a considered Gas Day, such Joint Terminal User does not have a Net Borrowed Quantity > 0 towards another Joint Terminal User whose LNG is being unloaded at the Terminal during the Slot, the Daily Regasification Nomination of such Joint Terminal User for such Gas Day shall be equal to zero. In the aforementioned circumstances, such Joint Terminal User shall be excluded from the application of clauses 8.3.9.1, 8.3.9.2 and 8.3.9.3. In the aforementioned circumstances and for the considered Gas Day, the Terminal Operator shall exclude such Joint Terminal User the formula set out in clause 2.1.57 for the calculation of the Pro-rata Capacity Share relative to all the other Joint Terminal Users.
- 8.6.6** The Terminal Operator shall perform the Matching Process for each of the Daily Regasification Nominations resulting from the application of clause 8.6.5, comparing them to the nominations submitted by the relevant Shipper acting as the counterparty of the relevant Terminal User or Joint Terminal User. If the Daily Regasification Nomination of the Terminal User or Joint Terminal User resulting from the application of clause 8.6.5 does not correspond to the latest nomination of the relevant Shipper, such Daily Regasification Nomination shall be reduced according to the Lesser Rule, subject to clause 8.6.6.1 and 8.6.6.2.
- 8.6.6.1 If the Joint Terminal User or the relevant Shipper nominates less than the pro-rata minimum Daily Regasification Nomination of the Joint Terminal User as set out in clause 8.3.9.1, the Lesser Rule is not applied. In this case, the Daily Regasification Nomination of the Joint Terminal User is set as equal to the pro-rata minimum Daily Regasification Nomination of the Joint Terminal User as set out in clause 8.3.9.1 and then the nomination of the Shipper is set as equal to such pro-rata minimum Daily Regasification Nomination.
- 8.6.6.2 If the Terminal User holding the Late Spot Scheduled Slot or the relevant Shipper nominates less than the minimum Daily Regasification Nomination of such Terminal User as set out in clause 8.3.10.1, the Lesser Rule is not applied. In this case, the Daily Regasification Nomination of the Terminal User holding the Late Spot Scheduled Slot is set as equal to the minimum Daily Regasification Nomination as set out in clause 8.3.10.1 and then the nomination of the Shipper is set as equal to such minimum Daily Regasification Nomination.
- 8.6.7** After evaluating the Daily Regasification Nomination as set out in clauses 8.6.5 and 8.6.6, the Terminal Operator shall provide the amended and/or approved Daily Regasification Nominations to the respective Terminal User or Joint Terminal User, no later than 17:00 Eastern European Time (EET) of the previous Gas Day using the Terminal information exchange system as set out in clause 5.3.

- 8.6.8** On each Gas Day, the Terminal Operator shall perform the LNG Regasification and inject the corresponding nominated quantity of Natural Gas at the entry point into the Natural Gas transmission network. The Terminal Operator shall make any reasonable effort to deliver the nominated quantity of Natural Gas over the course of the relevant Gas Day according to the hourly quantities of Daily Regasification Nomination specified by the Terminal User or Joint Terminal User as set out in clauses from 8.6.3 to 8.6.7 (inclusive). However, the Terminal Operator shall have no obligation to deliver the Daily Regasification Nominations in any given part of the Gas Day, as specified in the hourly Daily Regasification Nominations.
- 8.6.9** In the case the Terminal Operator breaches its obligation set out in clause 8.6.8, the Terminal User whose Daily Regasification Nomination has not been respected shall have the right to claim damage from the Terminal Operator, subject to clause 8.6.10 and the limitations of liability set out in the General Terms and Conditions, except in the cases in which the Daily Regasification Nomination has not been respected due to any of the reasons set out in clauses from 8.6.9.1 to 8.6.9.7 (included).
- 8.6.9.1 The Terminal User or Joint Terminal User has submitted the LNG Regasification nomination not in compliance with clause 8.6.
- 8.6.9.2 There is insufficient LNG on board the Terminal.
- 8.6.9.3 The LNG does not meet the LNG Quality specifications set out in clause 9.1.
- 8.6.9.4 The Terminal User (i) has delayed the performance of its obligations or is in breach of the terms of the Contract Package, (ii) omits or breaches its duty (statutory or otherwise), or (iii) is unable, refuses or fails to deliver LNG on to the Terminal (other than due to a default of the Terminal Operator of its obligations under the Contract Package).
- 8.6.9.5 Any event set out in clauses from 8.5.11.1 to 8.5.11.7 (inclusive) occurs.
- 8.6.9.6 Any of the circumstances set out in clause 8.10.1 occurs.
- 8.6.9.7 Any event or circumstances outside the Terminal Operator's control occurs.
- 8.6.10** In the case set out in clause 8.6.9, the sole compensation shall be a reduction of the Regasification Service charges owed by the Terminal User, in proportion to the daily quantity of Natural Gas not being injected into the Network in respect of the corresponding Daily Regasification Nominations by the Terminal User for the same Gas Day. Such reduction shall be the Terminal User's sole and exclusive remedy for the daily quantity of Natural Gas not being injected into the Network. The Terminal User shall submit any claim under this clause 8.6.10 to the Terminal Operator in writing and no later than 20 days after the end of the calendar month in which the event set out in clause 8.6.9; otherwise any claim shall be deemed waived by Terminal User and barred. The Terminal Operator shall review the claim within 40 days from receipt and, if not disputed, pay the claim to the Terminal User within 30 days from the completion of the review.
- 8.6.11** The Terminal User undertakes that the Shipper is entirely responsible for the Natural Gas injected inside the Natural Gas transmission network and that the Shipper complies with all requirements set by the TSO.

**8.6.12** The Terminal User holding the Late Spot Scheduled Slot or all Joint Terminal Users that are allowed to inject Natural Gas into the Natural Gas transmission network during the Scheduled Slot in accordance with clauses 8.7.2 and 8.7.3 undertake to identify to the Terminal Operator a Shipper, as set out in clause 8.6.3, that shall be responsible for booking the entry capacity to the Natural Gas transmission network in accordance with all applicable TSO regulations, and to communicate to the designated Shipper the Daily Regasification Nominations set out in clause 8.3.12 and the corresponding daily rate of Natural Gas injection into the Natural Gas transmission network.

**8.6.13** If at the end of the Scheduled Slot or the Late Spot Scheduled Slot, the LNG Regasification of the LNG unloaded volume is not complete due to the limitations imposed by the minimum and maximum total Daily Regasification Nominations allowed by the Terminal Operator on such Schedule Slot as per clause 8.3.2, or due to any other reasons outside the Terminal User's control, the remaining LNG volume to be regasified shall be transferred to the next Scheduled Slot.

## **8.7 Joint Terminal Use**

**8.7.1** The respective rights and obligations of the Joint Terminal Users are established in these Terminal Rules and in the Joint Terminal Use Contract, which is signed by all the Joint Terminal Users and the Terminal Operator, with the exception set out in clause 7.6.10.2.

**8.7.2** Within each Gas Year Quarter, all the Terminal Users that have at least one assigned Scheduled Slot (other than Late Spot Scheduled Slot), according to the latest Annual Service Schedule approved before the start of the Gas Year Quarter, are Joint Terminal Users and shall be obliged to exchange quantities of Natural Gas for injection into the Natural Gas transmission network.

**8.7.3** The Late Spot Scheduled Slots are excluded from the Joint Terminal Use described in clause 8.7. The Terminal Users that have only been assigned Late Spot Scheduled Slots within a Gas Year Quarter shall not be considered Joint Terminal Users during such Gas Year Quarter and shall not be subject to the provisions of clause 8.7.

**8.7.4** A quantity of Natural Gas resulting from the LNG Regasification of LNG delivered to the Terminal by a Joint Terminal User (Lender) shall be assigned to different Joint Terminal Users (Borrowers) and the Lender shall be obliged to lend such Natural Gas quantity to the Borrowers, according to the provisions of the Joint Terminal Use Contract and clauses 8.7.4.1 to 8.7.4.4 (inclusive), automatically and without separate consents of such Joint Terminal Users.

**8.7.4.1** If a Joint Terminal User (Borrower) has a Daily Regasification Nomination, approved by the Terminal Operator as set out in clause 8.3.12, but has no planned LNG Carrier unload on that Scheduled Slot according to the Annual Service Schedule, the Borrower shall borrow the required quantity of Natural Gas from a different Joint Terminal User (Lender).

**8.7.4.2** A Joint Terminal User (Lender) must lend to each Joint Terminal User (Borrower) a quantity of Natural Gas resulting from the LNG Regasification of its own LNG, delivered at the Terminal during its Scheduled Slot, and such quantity shall be coherent with the Daily Regasification Nomination approved by the Terminal Operator for the Borrower for the specific Gas Day as set out in clause 8.3.12.

- 8.7.4.3** The borrowed quantity of Natural Gas shall be considered as temporarily lent by the Lender to the Borrower, and the Borrower shall be obliged to return to the Lender an equal quantity of Natural Gas, measured in energy value, within the same Gas Year Quarter in which such Natural Gas was borrowed. Potential unbalances shall be settled at the end of the Gas Year Quarter according to clause 8.7.7.
- 8.7.4.4** The ownership of the quantity of Natural Gas shall be transferred from the Lender to the Borrower on the Gas Day in which such quantity is lent and shall be transferred from the Borrower to the Lender on the Gas Day in which such quantity is returned.
- 8.7.5** To secure the Liabilities associated with the Joint Terminal Use, all the Joint Terminal Users shall be obliged provide a Bank Guarantee as defined in the Joint Terminal Use Contract, for the amount defined in the relative formula in Annex 6.
- 8.7.6** The Terminal Operator shall maintain an inventory of the quantities of Natural Gas borrowed by each Borrower to each Lender and returned by each Borrower to each Lender, as specified in clause 9.4.2.
- 8.7.7** Each Net Borrowed Quantity, for each Borrower towards each Lender, that is not equal to zero at the end of the Gas Year Quarter, shall be settled by the Terminal Operator. The settlement shall be performed according to the provisions of the Joint Terminal Use Contract.
- 8.7.8** In the case of failure to provide or update the Bank Guarantee mentioned in clause 8.7.5 according to the provisions set in the Joint Terminal Use Contract, the Joint Terminal User shall be obliged to pay a penalty to the Terminal Operator equal to an amount defined in the relative formula in Annex 6.
- 8.7.9** Each Joint Terminal User shall be obliged to promptly notify the Terminal Operator of failures in complying with their Individual Annual Service Schedule that may affect the other Joint Terminal Users, including, but not limited to, failure to perform the LNG unload in the volume and within the time defined in the Individual Annual Service Schedule. The Terminal Operator shall notify the Joint Terminal Users, without undue delay, in the case the Terminal Operator becomes aware of circumstances that might affect their ability to benefit from Joint Terminal Use.

## **8.8** Maintenance

- 8.8.1** The Terminal Operator is entitled to limit or suspend the Terminal Services if required for the sole purpose of carrying out an inspection, repair, modification or maintenance (including drydocking) necessitating partial or total unavailability of the Terminal for the period required for such inspection, repair, modification or maintenance.
- 8.8.2** No later than 5<sup>th</sup> June of every Gas Year, the Terminal Operator publishes the scheduled maintenance plans for the following Gas Year on the Terminal website, detailing the scheduled maintenance works to be performed to the Terminal, the time required to perform such works, and the effect on the provision of Terminal Services.
- 8.8.3** The total number of hours in the scheduled maintenance plan for the Gas Year shall not exceed the annual maintenance allowance of the Terminal, set out by the Terminal Operator at its sole discretion and published on the Terminal website, except for the provisions of clause 8.10.1.6.

- 8.8.4** The Terminal Operator may, at any time (even within a Gas Year), amend the scheduled maintenance plan, set out in clause 8.8.2, of such Gas Year and/or perform additional scheduled or unscheduled maintenance works throughout the Gas Year, and limit the provision of the Terminal Services accordingly without any liability whatsoever towards the Terminal User. The Terminal Users shall receive from the Terminal Operator, without undue delay, a written notification of unscheduled maintenance works and their potential effect on the provision of Terminal Services.
- 8.8.5** If maintenance works coincide with an LNG Carrier Arrival Time set out in the Annual Service Schedule, the Terminal Operator has the right to request the affected Terminal User to change the relative Annual Service Schedule in order to allow the performance of such maintenance works. The Terminal User's failure to adjust the Annual Service Schedule gives the Terminal Operator the right to correct the Annual Service Schedule as considered necessary to remove the inconsistency. The corrected Individual Annual Service Schedule is submitted to the Terminal User by the Terminal Operator and considered valid regardless of the Terminal User's notice of acceptance or lack thereof.
- 8.8.6** The Terminal User, whose actions (including, for the avoidance of doubt, also the actions of the LNG Carriers) have caused the need of maintenance (whether scheduled or unscheduled), shall be responsible for the costs of such maintenance as well as the losses caused by such maintenance.

## **8.9 Adverse Weather Conditions**

- 8.9.1** The Terminal Operator has the right to limit or restrict the Terminal Services in the case of Adverse Weather Conditions, provided that the affected Terminal Users are promptly informed of such limitations or restrictions, and shall not be liable for any potential Liabilities incurred by the Terminal User as a result of such limitation or restriction.
- 8.9.2** The Terminal Users may request changes to their Annual Service Schedule in case of Adverse Weather Conditions impede the respect of the LNG Carrier Arrival Time and/or Allotted Unloading Time set in the Annual Service Schedule, in compliance with the Contract Package. The Terminal Operator may accept such changes from the Terminal User's Individual Annual Service Schedule in consideration of such Adverse Weather Conditions, at the Terminal Operator's sole discretion.

## **8.10 Changes and limitations of Terminal Services provision**

- 8.10.1** The Terminal Operator has the right to implement changes to the agreed Annual Service Schedule, limit or terminate the provision of the Terminal Services in compliance with the Terminal Rules and the applicable Laws if, according to the Terminal Operator's opinion, such measure is justifiable and necessary as one of the circumstances specified in clauses 8.10.1.1 to 8.10.1.6 (inclusive) occurs. For the avoidance of doubt, it is stated that the Terminal Operator shall not be liable for any Liabilities incurred by the Terminal Users as a result of such changes to, limitations to or termination of the provision of the Terminal Services.
- 8.10.1.1 The Terminal is at risk of falling below the minimum Heel level, which is needed to guarantee the continuous operation of the Terminal, as defined in clause 10.
- 8.10.1.2 The Terminal is at risk of exceeding the maximum storage capacity, as defined in clause 3.2.

- 8.10.1.3 At least one LNG quality parameter is at risk of exceeding the acceptable limit, as provided in clause 10.
- 8.10.1.4 Terminal operations, if continued and/or unrestricted, may represent a hazard to the Persons, the Terminal properties or the environment due to factors such as technical malfunctions, emergencies, or third parties' illegal activities.
- 8.10.1.5 The national Natural Gas system to which the Terminal is connected is entirely or partially hindered, or it is at risk of falling into an extreme state, according to the TSO's evaluation, and this risk is worsened by the continuation of unrestricted Terminal operations.
- 8.10.1.6 According to the Terminal Operator's evaluation, the Terminal is in extreme conditions, or it requires unscheduled maintenance and/or inspections not allowing the continuation of the Terminal operations, if necessary, exceeding the annual maintenance allowance as specified in clause 8.8.
- 8.10.2** The changes that the Terminal Operator is allowed to perform in the circumstances of clauses 8.10.1.1, 8.10.1.2 and 8.10.1.3, include changing the LNG Regasification rate, emptying the Terminal tanks, obliging the Terminal User to empty the Terminal tanks, using the Terminal User's LNG to cool the Terminal tanks, and relocating or mixing the LNG stored at the Terminal.
- 8.10.3** Under the circumstances set out in clauses 8.10.1.4, 8.10.1.5, and 8.10.1.6, the Terminal Operator is entitled to interrupt or limit the provision of the Terminal Services without prior notice to the Terminal Users, except in the case of scheduled maintenance for which the provisions of clause 8.8 apply. The Terminal Operator shall inform each Terminal User about time, duration and motivation of the suspension of the Terminal Services by providing a written notice.
- 8.10.4** In the case one or more Terminal Users can be identified as responsible for the occurrence of the conditions set out in clauses from 8.10.1.1 to 8.10.1.6 (inclusive), the Terminal User shall be liable for any losses resulting from such conditions as detailed in the Contract Package.
- 8.10.5** The Terminal Operator has the right to limit or terminate the provision of the Terminal Services to a specific Terminal User if such Terminal User fails to comply with the Contract Package. The Terminal Operator shall provide written notice to the Terminal User concerning the termination as detailed in clause 8.10.3. This provision applies to cases including, but not limited to, the Terminal User's failure to provide complete and timely payments in accordance with the Contract Package, incompliance with LNG quality requirements, or refusal to allow LNG Carrier inspections.
- 8.10.6** In the circumstance in which the Terminal Operator uses a quantity of the Terminal Users' LNG to cool the Terminal tanks to ensure the continuous and safe operations of the Terminal, the related expenses shall be covered by the Terminal User responsible for the increase in the temperature inside the Terminal tanks to a level unsuitable for the continuation of the Terminal operations or, in case of the Terminal Operator's default, the Terminal Operator shall be liable as provided in the Contract Package. In case the need to cool the Terminal's tanks is not caused by the Terminal User's or the Terminal Operator's fault, the quantity of LNG consumed in the cooling is allocated to all Terminal Users proportionally to the quantity of LNG stored by each Terminal User in the Terminal at the time.

## 9. LNG/NATURAL GAS QUALITY AND VOLUME

### 9.1 LNG quality

- 9.1.1** The Terminal User shall ensure that the LNG unloaded complies in all respects with the LNG quality specification set out in Annex 3. The Terminal Operator has right to change the LNG quality specifications as required by informing the Terminal Users in writing 6 calendar months in advance before entry into force of the change.
- 9.1.2** The Terminal User is aware that the Terminal is not able to condition or modify the quality of the LNG unloaded. The Terminal Users acknowledge that LNG quality changes over time due to ageing and, therefore, LNG quality parameters at the time of unloading may differ from both those registered when loading at the export port and from the Natural Gas quality parameters at the time of injection of the Natural Gas from the Terminal to the Natural Gas network.
- 9.1.3** Terminal Users acknowledge that the Terminal Operator has right to mix the LNG unloaded by a Terminal User with the LNG stored in the Terminal.
- 9.1.4** The Terminal Operator shall perform Commercially Reasonable Endeavours to avoid that the quality parameters of LNG unloaded by a Terminal User or, when applicable, the quality of LNG mixtures with LNG delivered by different LNG Carriers, do not undergo excessive variations with respect to the natural LNG ageing process provided that LNG Regasification and network injection is compliant with clause 8.5.15.
- 9.1.5** The Parties acknowledge that the Terminal does not have equipment for measuring the quality of LNG injected into the vessel. Consequently, monitoring continuously the Natural Gas quantity and quality, the Terminal Operator forecasts, using the ageing model described in Annex 3, when the quality of the LNG stored might become non-compliant with the requirements defined in clause 9.1.1, and informs the Terminal Users accordingly. The Terminal Operator shall not be liable in the cases in which the application of the aforementioned ageing model produces forecasts deviating from the actual quality of the LNG injected into the Terminal, including the case in which such deviations in the forecasts result in Natural Gas being out of the specifications set out in clause 9.3.
- 9.1.6** Each Party shall notify the other Party as soon it becomes aware, and without delay, that LNG delivered, or to be delivered, is reasonably expected to be non-compliant with the requirements defined in clause 9.1.1, including details of the extent of the variance or the expected variance to the LNG Specifications, the cause of the non-compliance and the expected duration. However, for the avoidance of doubt, the Terminal User shall be solely responsible for that the quality of LNG delivered to the Terminal meets the requirements set out in the Contract Package, regardless of whether the Terminal Operator has notified that Terminal User of LNG quality issues in accordance with this clause 9.1.6 or not.
- 9.1.7** The Terminal Operator shall have the right to refuse LNG unloading if one or more of the conditions presented in clauses 9.1.7.1, 9.1.7.2 and 9.1.7.3 is verified by the Terminal Operator to be satisfied.
- 9.1.7.1** The LNG loaded at the export port lacks a loading certificate that meets the LNG quality requirements set out in clause 9.1.1.

- 9.1.7.2 The quality of the LNG loaded at the export port, evaluated with the ageing model described in Annex 3 taking into account the loading certificate, density and temperature measurements, will not be compliant with the LNG quality requirements set out in clause 9.1.1 at the time of the unloading of LNG into the Terminal.
- 9.1.7.3 The quality, temperature and pressure of the LNG, both when loaded at the export port and when LNG Carrier arrives at the Port, are likely to provoke technical issues at the Terminal.
- 9.1.8** The Terminal User can request the Terminal Operator to accept LNG that is not in compliance with the requirements set out in clauses 9.1.7.1 and/or 9.1.7.2 and the Terminal Operator may, at its sole discretion, accept or reject the unloading of LNG not meeting such requirements following the provision of clauses 9.1.8.1 to 9.1.8.3 (inclusive). For the avoidance of doubt, the Terminal User shall be liable for any consequences of unloading of LNG that is not in compliance with the requirements into the Terminal and indemnify and hold the Terminal Operator harmless, in accordance with section 5.1(h) of the General Terms and Conditions, for any Liabilities incurred by the Terminal Operator as a result of unloading of LNG that is not in compliance with the requirements into the Terminal, whether such unloading has been accepted by the Terminal Operator pursuant to clause 9.1.8 or not.
- 9.1.8.1 Such acceptance shall have no impact for the safety of the Terminal, the environment and personnel, the compliance with applicable Laws, Terminal Operations or other Terminal Users and Natural Gas quality requirements set out in clause 9.3 can be met.
- 9.1.8.2 Terminal Operator shall be entitled to delay unloading of LNG incompliant with the requirements defined in clause 9.1.1 for the period of time reasonably required for the Terminal Operator to perform its internal evaluations without any liability whatsoever for demurrage or other Liabilities incurred by the Terminal User.
- 9.1.8.3 If the LNG is incompliant with the requirements defined in clause 9.1.1 only in relation to the temperature being higher than as set out in Annex 3, the Terminal Operator may adjust operational parameters to facilitate the LNG unloading. Under that circumstance, The Terminal Operator shall not give any economical compensation to the Terminal User related to Terminal fuel consumption higher than what stated in clause 10.2.2.
- 9.1.9** The Terminal Operator has the right to stop the unloading if, for any reason, the LNG is found to be incompliant with the requirements set out in these Terminal Rules.
- 9.1.10** For the avoidance of doubt, it is stated that the Terminal Operator shall not be liable for refusing or stopping the unloading pursuant to clause 9.1.7 or 9.1.9.

## **9.2** LNG volume

- 9.2.1** The Terminal User undertakes that the LNG Carrier's tanks shall be calibrated by independent authorised institutions according to international standards and equipped for LNG volume measurement and accounting.
- 9.2.2** The volume of LNG unloaded from an LNG Carrier into the Terminal is measured as the difference between the LNG stored in the LNG Carrier before and after the unloading in accordance with the Annex 3 and evaluated with the following formula:

$$E = (V \times \rho \times GHV) - E_r - E_f$$

Where:

E: Unloaded LNG expressed in kWh;

V: Unloaded LNG expressed in  $m^3$ ;

$\rho$ : LNG density expressed in  $kg/m^3$ ;

*GHV*: gross heating value of LNG expressed in kWh/kg;

$E_r$ : quantity of gas returned to the LNG Carrier during unloading expressed in kWh;

$E_f$ : quantity of Natural Gas consumed by the LNG Carrier during LNG unloading expressed in kWh.

- 9.2.3** The volume of unloaded LNG shall be confirmed by a certificate issued by the Surveyor once unloading is complete, containing the results of LNG volume measurement, calculations, and supporting data. The Terminal User shall be responsible for the Master or its authorized representative, as applicable, providing such certificate to the Terminal Operator.
- 9.2.4** Results of LNG volume measurements shall be approved by the Surveyor in the presence of the Terminal Operator and Terminal User or their authorised representatives. If the Terminal User is not present during any inspection, the Surveyor shall be considered to be authorised to represent the Terminal User, unless otherwise agreed between the Terminal Operator and the Terminal User.

### 9.3 Natural Gas quality and volume

- 9.3.1** The volume and quality of Natural Gas shall be determined by the Terminal Operator in accordance with the procedures set forth in Annex 3.
- 9.3.2** The Terminal Operator is responsible for ensuring that the Natural Gas delivered into the TSO network complies with the Natural Gas quality specifications set forth under the requirements of the Republic of Finland, when the Terminal is located in Finland, or the Republic of Estonia, when the Terminal is located in Estonia, the requirements of the competent authorities and the requirements of the TSO. Any changes to Natural Gas quality specification shall be promptly notified to all Terminal Users by the Terminal Operator. As soon as the Terminal Operator discovers that the Natural Gas injected, or to be injected, does not comply with the Natural Gas quality specifications, the Terminal Operator must inform the Terminal User and the TSO and ensure to undertake all the reasonable measures to minimise or avoid any costs or delays caused by the non-compliant Natural Gas.
- 9.3.3** The changes in temperature and state of the LNG brought about by LNG Regasification, or changes to the composition of LNG or Natural Gas caused by the natural effects of Boil Off Gas, which includes ageing, or by the usage of LNG as a fuel gas as set in clause 10.2, shall not be deemed to constitute the introduction of a contaminant into such LNG or Natural Gas, nor shall such LNG or Natural Gas be considered non-compliant with requirements set out in clauses 9.1.1 and 9.3.2 respectively as a result of any such changes or processes.

- 9.3.4** If the Natural Gas is rejected by the TSO due to a reason caused by the Terminal Operator's default (including, but not limited to, the Natural Gas being contaminated inside the Terminal due to the Terminal Operator's default during the LNG storage or the LNG Regasification), the Regasification Service charges owed by the Terminal User will be reduced in proportion to the quantities of incompliant Natural Gas injected into the Network. In such case, such reduction shall be the Terminal User's sole and exclusive remedy.
- 9.3.5** In the event that the Natural Gas to be injected in the TSO network does not comply with requirements set out in clause 9.3.2 due to the ageing of the LNG already stored at the Terminal, this will not constitute a Terminal Operator's default since the Terminal User acknowledges and accepts such risk.
- 9.3.6** In the event that the Natural Gas to be injected in the TSO network does not comply with requirements set out in clause 9.3.2 due to the Terminal User having unloaded to the Terminal LNG incompliant with the requirements defined in clause 9.1.1 , that shall not constitute a Terminal Operator's default and the Terminal User shall be liable for the event in accordance with Section 5.1(g) of the General Terms and Conditions.

## **9.4** Inventory

- 9.4.1** Quality and volume of both LNG and Natural Gas are inventoried for each Terminal User in accordance with provisions of the Annex 3 by the Terminal Operator. The Terminal Operator performs the inventory at least once per year.
- 9.4.2** The Terminal Operator will provide using the Terminal information exchange system (clause 5.3) the Terminal User with the monthly balance, including daily LNG volume unloaded, Natural Gas volume regasified at the Terminal and Net Borrowed Quantity towards each Joint Terminal User, at least once per calendar week.
- 9.4.3** Upon written request, the Terminal Operator shall provide the Terminal User with all information related to determination and accounting of the volume and quality of LNG and Natural Gas.

## 10. HEEL AND FUEL GAS

### 10.1 LNG Heel

- 10.1.1** The Terminal Operator owns the Heel and is responsible towards the Terminal Users for maintaining the LNG Heel level as set out in clause 3.2.1 in order to ensure the continuous provision of Terminal Services.
- 10.1.2** In the event that the LNG Heel falls below the level as set out in clause 3.2.1 due to a reason caused by the Terminal User's default, the Terminal User acknowledges and accept that the amount of LNG required to restore the Heel level is withdrawn by the Terminal Operator from the LNG stored in the Terminal.
- 10.1.3** The Terminal Operator shall not give any economical compensation related to the withdrawal of LNG pursuant to clause 10.1.2.

### 10.2 LNG and Natural Gas fuel

- 10.2.1** The Terminal Operator withdraws from the LNG stored in the Terminal the quantities of LNG and/or Natural Gas to be used as a fuel for the provision of Terminal Services in proportion to the actual LNG stored in the Terminal owned by each Terminal User.
- 10.2.2** During normal operation, the cumulative volume of LNG used as Terminal fuel during all Slots of a Gas Year Quarter (excluding Late Spot Scheduled Slots) is not higher than 3.0% of the cumulative volume of LNG regasified during such Slots (excluding Late Spot Scheduled Slots). In addition, during normal operation, the cumulative volume of LNG used as Terminal fuel during a Late Spot Scheduled Slot is not higher than 3.0% of the cumulative volume of LNG regasified during such Late Spot Scheduled Slot.
- 10.2.3** The Terminal Operator shall not give any economical compensation related to the withdrawal of LNG pursuant to clause 10.2.1 if the Terminal fuel consumption is in compliance with clause 10.2.2.
- 10.2.4** Clause 10.2.2 shall not apply for a given day when the LNG does not meet the LNG Specifications as set out in clause 9.1.
- 10.2.5** Clause 10.2.2 shall not apply for a given day when a ship-to-ship transfer has occurred or the day following the day on which such a ship-to-ship transfer is complete.
- 10.2.6** Subject to clauses 10.2.4, 10.2.5, 10.2.10 and 10.2.11, if the cumulative volume of LNG used as fuel during all Slots of a Gas Year Quarter (excluding Late Spot Scheduled Slots) exceeds 3.0% of the cumulative volume of LNG regasified during such Slots (excluding Late Spot Scheduled Slots) due to the Terminal Operator's default, the Terminal Operator shall compensate, subject to the limitations of liability set out in the Contract Package, to the Terminal User the value of such LNG consumed as fuel in excess of the aforesaid rate of 3.0%. The said value shall be calculated using the LNG Price. If regasified Natural Gas has been delivered to Joint Terminal Users from the Terminal during the Gas Year Quarter, the aforesaid compensation shall be divided between such Joint Terminal Users in proportion to each Joint Terminal User's accepted regasification nominations of the total accepted regasification nominations of all Joint Terminal Users during the Gas Year Quarter.

- 10.2.7** Subject to clauses 10.2.4, 10.2.5, 10.2.10 and 10.2.11, if the cumulative volume of LNG used as fuel during a Late Spot Scheduled Slot exceeds 3.0% of the cumulative volume of LNG regasified during such Late Spot Scheduled Slot due to the Terminal Operator's default, the Terminal Operator shall compensate, subject to the limitations of liability set out in the Contract Package, to the relevant Terminal User the value of such LNG consumed as fuel in excess of the aforesaid rate of 3.0%. The said value shall be calculated using the LNG Price.
- 10.2.8** The compensation payable pursuant to clause 10.2.6 or 10.2.7 shall be the Terminal User's sole and exclusive remedy for the fuel consumption exceeding the said rate and the Terminal User shall not be entitled to elect a different or additional remedy, including instituting an action for breach of contract and the Terminal User accepts that such reduction is a genuine and reasonable pre-estimate of the losses which may be sustained by the Terminal User due to fuel consumption exceeding the said rate.
- 10.2.9** If the Terminal User is entitled to a compensation pursuant to clause 10.2.6 or 10.2.7, the Terminal User shall provide supporting price evidence for such fuel consumed in excess of the rate set out in clause 10.2.6 or 10.2.7, as applicable, without a delay. The review of the amount of LNG consumed as fuel shall be conducted annually on [1 October], or on the following Business Day if [1 October] is not a Business Day. The Terminal User shall submit any claims under clause 10.2.6 or 10.2.7 to the Terminal Operator within thirty (30) days after the review, and the Terminal Operator shall review such claim within forty-five (45) days from the date such claim was received by the Terminal Operator and, if not disputed, pay the claim to the Terminal User within thirty (30) days from the completion of the review. If the Terminal User does not submit a claim within thirty (30) days after the review, any such claim shall be deemed waived by the Terminal User and barred.
- 10.2.10** If the Terminal fuel withdrawn according to clause 10.2.1 exceeds the limit set out in clause 10.2.2 due to the Terminal User's default or any reason that is not due to the Terminal Operator's default, the Terminal Operator shall not give any economical compensation related to the withdrawal of LNG pursuant to clause 10.2.1.
- 10.2.11** If the Terminal fuel withdrawn according to clause 10.2.1 exceeds the limit set out in clause 10.2.2 due to (a) the Terminal User's (i) delay in performance of its obligations or breach of the terms of the Contract Package, or (ii) negligence or breach of duty (statutory or otherwise), or (b) any reason that is not due to the Terminal Operator's default (including, but not limited to, Force Majeure or the master exercising his discretion when acting in accordance with his/her paramount responsibility for the safety of the Terminal and its personnel), the Terminal Operator shall not give any economical compensation related to the withdrawal of LNG pursuant to clause 10.2.1.

## 11. UPDATES

### 11.1 General principles

- 11.1.1** The Terminal Operator has the right to make amendments to (i) the form of the Terminal Service Contract, (ii) annexes and sub-annexes of the signed Terminal Service Contract (including, but not limited to, the Terminal Rules and the General Terms and Conditions), and (ii) the signed Joint Terminal Use Contract and its annexes (the “Amendable Documents”) in compliance with applicable Laws. Such amendments can also be executed by the Terminal Operator, at the Terminal Operator’s discretion, as a result of request for amendments received from others, as set out in clause 11.2.
- 11.1.2** All the provisions of the Amendable Documents that require the approval of Energiavirasto when the Terminal is located in Finland, or Estonian Competition Authority (ECA), when the Terminal is located in Estonia, or any Governmental Authority shall be amended according to their respective procedures and timeline.
- 11.1.3** All the provisions of the Amendable Documents not covered by clause 11.1.2 can be unilaterally amended by the Terminal Operator without consents of the Terminal Users.
- 11.1.4** The Terminal User’s right to terminate the Terminal Service Contract as a result of amendment of an Amendable Document is set out in the General Terms and Conditions.
- 11.1.5** The Terminal Operator will publish the amended version of the relevant Amended Document on the Terminal website (clause 5.2). Such amended version shall become binding on the Terminal Operator and all Terminal Users, whom the earlier version of the relevant Amended Document has bound, on the first Gas Day of the next Gas Year Quarter following the publishment of the amendment or, if there are less than thirty (30) Gas Days left before such first Gas Day, on the first Gas Day of the Gas Year Quarter following such next Gas Year Quarter.
- 11.1.6** The Terminal Operator shall not be liable for any Liabilities incurred by the Terminal Users as a result of amendments made by the Terminal Operator to the Amendable Documents.

### 11.2 Requests for amendments

- 11.2.1** The request for amendments can be submitted to the Terminal Operator at any time during the Gas Year and shall include a general description of the required amendments, clear indication of the clauses and annexes of the Amendable Documents impacted, proposed date of entry into force of the amendment and any relevant supporting documents.
- 11.2.2** The Terminal Operator reserves 10 Business Days to evaluate the compliance of the request for amendments with clause 11.2.1; in the case of incompliance, the Terminal Operator will inform the Person requesting for amendments justifying the reasons. Any request is considered admissible for the Terminal Operator’s further review if the Terminal Operator does not provide feedback in writing to the Person requesting for amendments within 10 Business Days after the date of the request.

- 11.2.3** The Terminal Operator shall evaluate, at its sole discretion, the request for amendments considered admissible according to clause 11.2.2 based on the principles of the Terminal Rules and the General Terms and Conditions, all applicable Laws, technical, operational and cost implications for the Terminal, if necessary, requesting further information to the Person requesting for amendments.
- 11.2.4** If the Terminal Operator approves the request for amendments partially or in full based on the evaluation, within 60 Business Days from the date of the request, the Terminal Operator shall inform the Person requesting for amendments. Consequently, the Terminal Operator may develop amendments, at its sole discretion, to the relevant Amendable Document(s) following the provisions stated in clause 11. For the avoidance of doubt, the Terminal Operator shall under no circumstances be obliged to make any amendments to the Amendable Documents or to any other provisions included in the Contract Package.
- 11.2.5** If the Terminal Operator does not approve the request for amendments based on the evaluation, within 60 Business Days from the request, the Terminal Operator shall inform the Person requesting for amendments providing the reason why the request of amendment shall not be pursued.

## 12. LIST OF ANNEXES

- Annex 1** Terminal operation manual
- Annex 2** Terminal information exchange system manual
- Annex 3** Quality / volume measurement and inventory specification
- Annex 4** Form of Affiliate Guarantee (financial requirements)
- Annex 5** Form of Bank Guarantee (financial requirements)
- Annex 6** Calculation of Guarantees and penalties
- Annex 7** Form of Bank Guarantee (request of Terminal Capacity)
- Annex 8** Form of Terminal Capacity allocation request
- Annex 9** Capacity Allocation Procedure and Annual Service Schedule timeline
- Annex 10** Form of Individual Annual Service Schedule
- Annex 11** Form of Scheduled Slot transfer agreement
- Annex 12** Form of Daily Unload Nomination
- Annex 13** Conversion table