



Świnoujście LNG Terminal Code

(TC)

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1 DEFINITIONS, UNITS, ACRONYMS AND INTERPRETATION RULES

1.1 Definitions. The following capitalized terms used in the Terminal Code shall be interpreted as follows:

Allocation	allocation of quantity of LNG or Gaseous Fuel received, respectively, at the Exit Point _{RT} or at the Exit Point _{TSO} to individual Terminal Users.
LNG Truck	combination vehicle designed for the road transport of LNG in road tankers.
Certificate of Quantity	document issued by the Surveyor, specifying the Unloaded Quantities of LNG and binding upon the Terminal User and the Operator unless the Party that questions that it is correct demonstrates, in accordance with the procedure specified in sections 7.9.11–7.9.13, that the quantities have been determined incorrectly.
Certificate of Quality	document issued by the LNG supplier, containing information about the quality parameters of LNG, symbols of the models of equipment used to determine LNG composition and standards used to perform such analyses.
Cargo Information Notice	cargo information notice issued during the Tanker loading, with the contents specified in section 7.2.2 of the Terminal Code.
Gross Calorific Value	gross calorific value (H _{SN}) [298.15 K, 101.325 kPa, V (273.15 K, 101.325 kPa)] – amount of heat that would be emitted as a result of total combustion in the air of a certain volume of the Gaseous Fuel, if the reaction was taking place under constant pressure of 101.325 kPa, all combustion products, except water, would be in gaseous state, water generated during combustion process would be condensed and all combustion products (both gaseous products and water in liquid state) would achieve the same temperature of 298.15 K as that of substrates.
Port Activities	services: (i) provided for the ship owner, in particular services related to the stay of the Tanker in the Port and to the Port entry or departure of the Tanker from the Port, including (among other services) pilotage, towing and mooring; (ii) forwarding services concerning the Cargo, other than unloading and quality and quantity LNG metering.

Business Days	Monday through Friday excluding public holidays stipulated by law.
Gas Day	period from 6:00 a.m. of the given day (D) to 6:00 a.m. of the following day (D+1).
Terminal Available Capacity	Terminal Capacity that has not been contracted.
Commercial Regasification Report	document prepared by the Terminal Operator, containing information about the provision of Regasification Services performed by the Operator for the Terminal User in the Settlement Period.
Schedule of Arrivals	currently applicable schedule of arrivals, i.e., the Framework Schedule of Arrivals or the Monthly Schedule of Arrivals amending the Framework Schedule of Arrivals.
PLNG Marine Operations Manual (“PLNGMOM _{LNG} ”)	manual approved by the Terminal Operator and created for the Users of the Terminal in Świnoujście, carriers, ships’ captains and agents. This Manual contains key Terminal access procedures, approach procedures, operation procedures, connection drawings, compatibility procedures and legal notes. The Manual is the supplementary document to the Terminal Code referred to in section 2.6.1.4.
Terminal Code	this Terminal Code, issued by the Operator and containing rules for the use of the Terminal by the Terminal Users.
TNC	applicable “Transmission Network Code” used by the TSO.
Harbor Master	maritime administration official in charge of, among other things, inspecting and monitoring the observance of the order issued by the Maritime Office Director in Szczecin.
Civil Code	Act of April 23, 1964 – Civil Code (consolidated text, Journal of Laws of 2014, item 121).
LNG	liquefied natural gas – liquid product consisting primarily of methane, produced by cooling natural gas down to at least -161°C, with the quality parameters specified in the Terminal Code or agreed in writing with the Terminal User under pain of nullity.
Cargo	quantity of LNG in the Tanker to be delivered that can be

	unloaded into the Terminal.
Gas Month	period from 6:00 a.m. of the first day of the given month (M) to 6:00 a.m. of the first day of the following month (M+1).
Monthly Schedule of Arrivals	schedule for Cargo delivery to the Terminal including three successive Gas Months, determined in accordance with the principles specified in the Terminal Code, including the 90-day Schedule of Arrivals referred to in the Regasification Contract concluded before <i>(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)</i> .
Minimum Regasification Capacity	minimum hourly quantity of Gaseous Fuel that will be received by the Terminal User at the Exit Point _{TSO} , expressed in kWh/h, specified in accordance with section 9.1 of the Terminal Code.
Contracted Capacity	maximum hourly quantity of Gaseous Fuel that can be received by the Terminal User at the Exit Point _{TSO} , expressed in kWh/h, specified in accordance with section 9.1 of the Terminal Code.
Unfavorable Conditions	weather conditions or conditions at sea that are severe enough to: (i) make it difficult or prevent the Tanker from reaching the jetty, unloading the Cargo or leaving the jetty under weather conditions deemed acceptable according to the Port Regulations applicable at the Port or the Terminal, or in the opinion of the Harbor Master or unloading master, as well as specified in the PLNGMOM _{LNG} ; or (ii) conditions that, according to the captain of the Tanker (or captain of a tanker of another Terminal User), prevent safe entry into the Port, unloading or exit from the Port, or fire on the Tanker or at the Terminal.
Nomination	declaration of the Terminal User submitted to the Operator regarding the quantity of Gaseous Fuel to be delivered to the Exit Point _{TSO} .
Notice of Readiness	document referred to in section 7.3.8 of the Terminal Code, indicating the arrival of the Tanker in the Roadstead of the Unloading Port, the time of the Tanker's arrival and the Tanker's readiness for LNG unloading.
Settlement Period	time specified in the Tariff for which payments are made for Regasification Services or for an Additional Service.

Operator	Polskie LNG S.A. – energy company providing Regasification Services, including unloading, Process Storage and LNG regasification, in charge of the Terminal operation and provision of Additional Services.
Transmission System Operator (TSO)	Gaz Transmission Operator GAZ-SYSTEM S.A. – energy company in charge of the transmission of Gaseous Fuel and responsible for the operations of the Transmission System.
Gaseous Fuel	high-methane natural gas produced through LNG regasification, conforming to the requirements specified for the Gaseous Fuel in the TNC.
Technical Parameters of Tankers	cargo capacity, total length, width, draft, type of flanged joints of unloading manifolds and technical specifications of unloading equipment (including pumps with their capacity) installed on the Tanker.
Port/Unloading Port	port basins and public facilities, equipment and systems used by the port authority to provide services related to the use of port infrastructure and the Unloading Berth.
Repair Works	necessary activities related to operation, diagnostics, repair, maintenance, installation and modernization carried out by the Operator to ensure the safety and correct operation of the Terminal.
President of ERO	President of the Energy Regulatory Office
LNG Carrier Approval Procedure for Świnoujście	procedure approved by the Operator, determining the actions to be taken in order to carry out the compatibility study and approval of the LNG carrier (tanker) arriving at the Terminal. The Approval Procedure applies to all LNG carriers scheduled to arrive at the Terminal, and it is the supplementary document specified in section 2.6.1.5 of the Terminal Code.
Process Storage	maximum and minimum quantity of LNG out of the Unloaded Quantities of LNG that can be stored in the Terminal tanks in the period (Gas Days) specified in the Process Storage Program.
Process Storage Program	Process Storage schedule specified by the Operator for the Terminal User.
Prolonged Process	service provided by the Operator in accordance with section 8.8 or section 8.9, involving storage of the Unloaded

Storage	Quantities of LNG in the Terminal tanks for additional Gas Days beyond the period specified in the Process Storage Program.
Port Regulations	regulations governing matters related to the safety of ship traffic, use of port services relevant to maritime safety, environmental protection and maintenance of order in the Świnoujście Port, including the order of the Director of the Maritime Office in Szczecin applicable in the given period.
LNG Supply Point	place for the supply of the LNG from the Tanker to the Terminal, located at the connection between the flanged joint of the unloading manifold of the Tanker and the unloading arm of the Terminal.
Exit Point	Exit Point _{RT} and Exit Point _{TSO} .
Exit Point _{RT}	contractual place of LNG supply from the Terminal to LNG Trucks.
Exit Point _{TSO}	conventional point of Gaseous Fuel unloading from the Terminal into the Transmission System.
Framework Schedule of Reloading	framework schedule for the provision of the Additional Service, applicable in the Regasification Year or in the period when the Additional Service is provided, determined in accordance with the principles specified in the Terminal Code.
Framework Schedule of Arrivals	framework schedule for the delivery of Cargo to the Terminal applicable in the Regasification Year in the case of long-term Regasification Services or in the Gas Months when the short-term Regasification Service or spot Regasification Services are provided, determined in accordance with the principles specified in the Terminal Code.
Unloading Time Frames	period of thirty-six (36) hours (Laytime) starting at the time specified in section 7.5.2 and ending at the time specified in section 7.5.7, subject to the provisions of section 7.5.3.
Arrival Time Frames	period of seventy two (72) hours specified in the Schedule of Arrivals within which the Notice of Readiness is to be submitted.
Roadstead	area specified by the limits of the sea roadstead in Świnoujście and Szczecin as per the Ordinance dated February 22, 1995, concerning the determination of roadstead

	limits for the sea ports in Świnoujście and Szczecin (Journal of Laws of 1995, No. 20, item 101).
Re-nomination	modification of the approved Nomination.
Regasification Year	period from 6:00 a.m. on the 1st of January of the current year (Y) to 6:00 a.m. on the 1st of January of the following year (Y+1).
Surveyor	entity issuing the Certificate of Quantity, selected by the Terminal User out of the list published on the Operator's website, in charge of the monitoring, verification and inspection of the quality and quantity of LNG during the Tanker unloading.
Force Majeure	incident or circumstance discussed in section 15 of the Terminal Code.
Unloading Berth	equipment used for the unloading of LNG from the Tanker, i.e., unloading arms on the LNG unloading jetty in Świnoujście.
Party	Terminal User or Operator.
Parties	Terminal User and Operator jointly.
Transmission System	high pressure gas network excluding upstream and direct gas pipelines, located in the territory of the Republic of Poland, for the operation of which the TSO is held responsible.
Emergency Situation	situations resulting in: (i) loss of Terminal system technical operability, (ii) direct threat to life, health, property and the environment, (iii) sudden need to prevent the above-mentioned threats or the need to take action in order to avoid them and remedy their consequences, resulting in restrictions of LNG unloading, Process Storage of LNG, provision of Regasification Services, delivery of Gaseous Fuel to the Exit Point _{TSO} or provision of Additional Services.
Average Regasification Capacity	average hourly Gaseous Fuel quantity to be received by the Terminal User at the Exit Point _{TSO} , determined in accordance with the Terminal Code and expressed in kWh/h.
Tanker	carrier designed for LNG transport, used to deliver LNG for the Terminal User and approved by the Operator.

Tariff	list of prices, charges and conditions for their use, developed by the Operator, effective and applied in the settlement of accounts with the Terminal User.
Terminal	plant located in Świnoujście, used to unload and regasify LNG and supply Gaseous Fuel to the Exit Point, along with the systems used for the Process Storage of LNG and the equipment used to provide the Additional Service, conforming to the requirements specified by the law.
Regasification Contract	contract for the provision of Regasification Services, or for the provision of Regasification Services and the Additional Service, concluded between the Terminal User and the Operator.
Additional Service	service provided by the Operator in accordance with the Terminal Code, including the reloading of LNG to the LNG Truck.
Regasification Services	services provided by the Operator in accordance with the Terminal Code, including the activities specified in section 4.2.2.
Separated Services	services provided by the Operator, including one or several of the following: (i) Prolonged Process Storage, or (ii) additional Contracted Capacity.
Terminal User	natural person, legal person or unincorporated entity with a legal capacity being a party to the Regasification Contract as a user of the Terminal.
Normal Conditions	reference conditions for the determination of the Gaseous Fuel volume: absolute pressure of 101.325 kPa and temperature of 273.15 K.
Unloaded Quantity of LNG	quantity of LNG unloaded from the Tanker and received by the Operator into the Terminal, determined by the Surveyor and binding upon the Parties in accordance with section 7.9 of the Terminal Code.
Restriction Management	activities performed by the Operator as part of the provided Regasification Services designed to ensure optimum and maximum use of the Capacity of Terminal Systems with consideration of the integrity and safe functioning of the Terminal.
Notification of Arrival	notification about the time of the Tanker arrival in the Roadstead,

	submitted by the Terminal User in accordance with the template attached to the PLNGMOM _{LNG} and with the principles specified therein.
Notification of the Loading Port Departure	notification of the departure of the Tanker from the loading port, submitted by the Terminal User in accordance with the template attached to the PLNGMOM _{LNG} and with the principles specified therein.
Terminal Capacity	technical capacity of the Terminal regarding unloading, Process Storage and LNG regasification that can be offered by the Operator in order to provide Regasification Services or perform Additional Services.
Regasification Order	appendix to the Regasification Contract specifying, in particular, the type and duration of the Regasification Services Additional Services, or Separated Services. Provisions of the Terminal Code referring to the concluded Regasification Orders also apply to the Regasification Contract concluded before <i>(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)</i> , to the extent to which that the Contract governs the matters specified in section 5.3.

1.2 Applied units.

Volume	cubic meter (m ³)
Temperature	degree Celsius, (°C), kelvin (K)
Time	hour (h)
Length	meter (m), inch (in)
Energy	joule (J) and its derivatives (e.g., MJ – megajoule), kWh, BTU (British Thermal Unit)
Weight	gram (g) and its derivatives (e.g., kg – kilogram, mg – milligram, µg – microgram)
Pressure	pascal (Pa) and its derivatives (e.g., MPa – megapascal)

1.3 List of acronyms used in the Manual:

ASTM	American Society for Testing Materials
CTMS	Custody Transfer Measurement System

GIIGNL	International Group of Liquefied Natural Gas Importers
GPA	Gas Processor Association
CRR	Commercial Regasification Report
ISPS Code	International Ship and Port Facility Security Code
MOM _{LNG}	Marine Operations Manual
OCIMF	Oil Companies International Marine Forum
SIGTTO	The Society of International Gas Tanker and Terminal Operators
SSSCL	Ship shore safety check list
SSSP	Ship shore safety procedures
IIS	Information Interchange System
LCR	LNG consumption rate indicating the quantity of LNG required for the regasification of the Unloaded Quantities of LNG.

1.4 Rules for the Terminal Code interpretation.

1.4.1 In the Terminal Code, unless expressly specified otherwise:

- 1.4.1.1 references to the “LNG quantity” should be regarded as referring to the quantity of LNG expressed in units of energy (kWh);
- 1.4.1.2 references to the “LNG volume” should be regarded as referring to the volume of LNG expressed in units of volume (m³);
- 1.4.1.3 references to the “Gaseous Fuel quantity” should be regarded as referring to the quantity of the Gaseous Fuel expressed in units of energy (kWh);
- 1.4.1.4 references to the “Gaseous Fuel volume” should be regarded as referring to the volume of Gaseous Fuel expressed in units of volume (m³) under Normal Conditions;
- 1.4.1.5 references to “sections” should be regarded as referring to sections of the Terminal Code;
- 1.4.1.6 the headings are used for document organization purposes only, and they do not affect the interpretation of the Terminal Code;
- 1.4.1.7 references to documents (e.g., standards) or legal regulations should be regarded as referring to the relevant document or legal regulation with all subsequent amendments.

2 GENERAL PROVISIONS

2.1 Introduction and legal nature of the Terminal Code.

- 2.1.1 The Operator provides Regasification Services and Additional Services for the Terminal User in accordance with the Regasification Contract, Terminal Code and Tariff, subject to the mandatory provisions of the law.
- 2.1.2 The Terminal Code is regarded as terms and conditions within the meaning of Article 384 section 1 of the Civil Code established by the Operator and specifying, in particular, the following:
 - 2.1.2.1 rights and obligations of the Operator and Terminal User,
 - 2.1.2.2 terms and conditions for the provision of Regasification Services and Additional Services,
 - 2.1.2.3 processes required for the safe and effective performance of Regasification Services and Additional Services,
 - 2.1.2.4 scope of cooperation of the Operator with the TSO and the entities involved in port and maritime trading.
- 2.1.3 The Terminal Code is delivered to the Terminal Users upon the conclusion of the Regasification Contract, and it is made available on the Operator's website.
- 2.1.4 The Terminal Code and supplementary documents are drawn up in the Polish language. Additionally, the Operator publishes the Terminal Code and supplementary documents in English for informational purposes.
- 2.1.5 In case of any inconsistencies between the Regasification Contract, the Regasification Order and the Terminal Code, the Regasification Contract and the Regasification Order shall be binding upon the Parties.
- 2.1.6 In case of any inconsistencies between the Regasification Order and the Regasification Contract, the Regasification Order shall be binding upon the Parties.
- 2.1.7 The standards referred to in the Terminal Code, the application of which is voluntary, should be understood as the standards referred to in the Code or as the standards that superseded them. Provisions of the law and provisions of the Terminal Code, the Regasification Contracts and Regasification Orders concluded with Terminal Users prevail over the provisions of the standards referred to in the Code, the use of which is voluntary.

2.2 Rights and obligations of the Operator.

- 2.2.1 The Operator has (and undertakes to have throughout the entire Regasification Contract period) the legally required consents, approvals, permits, concessions, licenses and other administrative decisions. The Operator is also (and undertakes to be throughout the entire Regasification

Contract period) a party to the contracts required for the provision of Regasification Services and Additional Services.

- 2.2.2 The Operator, following objective and transparent principles providing for treatment of Terminal Users on equal footing and taking into consideration the environmental requirements, is responsible for:
- 2.2.2.1 Terminal operation safety,
 - 2.2.2.2 correct performance of the Regasification Contracts concluded with Terminal Users,
 - 2.2.2.3 operation, maintenance and repairs of the Terminal, in a manner that ensures the reliable operation of the Terminal,
 - 2.2.2.4 cooperation with the TSO, energy companies and entities involved in port and maritime trading in order to ensure reliable and efficient operation of the Terminal,
 - 2.2.2.5 provision of suitably trained Terminal personnel having all legally required licenses, capable of communicating in English to a degree sufficient for efficient communication with Tanker crews,
 - 2.2.2.6 provision of the Terminal Capacity,
 - 2.2.2.7 provision of Regasification Services and Additional Services,
 - 2.2.2.8 Gaseous Fuel delivery to the Exit Point in accordance with the approved Nominations,
 - 2.2.2.9 ensuring the supply of Gaseous Fuel to the Exit Point TSO with quality parameters specified in the TNC, provided that the Terminal User supplies LNG with the quality parameters specified in the Terminal Code,
 - 2.2.2.10 Terminal Restriction Management,
 - 2.2.2.11 notification of Terminal Users about restrictions imposed by the following: (i) TSO – as per the law or the TNC, or (ii) Operator – as per the Terminal Code,
 - 2.2.2.12 provision of information about the terms and conditions of Regasification Services and Additional Services to Terminal Users, the TSO or other interested entities.
- 2.2.3 The Operator shall ensure that the Terminal conforms to the requirements included in the provisions of the law.
- 2.2.4 The Operator shall provide Regasification Services and Additional Services in a manner that guarantees the integrity and correct operation of the Terminal and the optimum use of Terminal Capacity.
- 2.2.5 In case of Force Majeure, Unfavorable Conditions or Emergency Situations, the Operator shall take all necessary or economically justified actions in order to maintain or restore correct and continuous Terminal operation, in particular by accordingly controlling the regasification process and adjusting

the Schedules of Arrivals and Nominations.

- 2.2.6 Information specified in the Regulation of the European Parliament and of the Council No. 715/2009 of July 13, 2006 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005 is available on the Operator's website. The Operator shall publish and submit other information in accordance with the relevant applicable provisions of the law.
- 2.2.7 The Operator shall enable 24-hour contact with the Terminal dispatcher staff to Terminal Users in case of unexpected incidents affecting the performance of the Regasification Services or Additional Services.

2.3 Rights and obligations of the Terminal User

- 2.3.1 The Terminal User uses the Regasification Services or Additional Services in accordance with the principles specified by the provisions of the law, Regasification Contract, Regasification Order and LNG Terminal Code. The Terminal User has (and undertakes to have throughout the entire Regasification Contract period) the legally required consents, approvals, permits, concessions, licenses and other administrative decisions. The Terminal User shall pay to the Operator charges defined in the Tariff and in the Terminal Code.
- 2.3.2 The Terminal User is obligated to observe the Terminal Code, in particular to:
- 2.3.2.1 ensure that the LNG delivered for unloading has the quality parameters specified in section 7.8.2 of the Terminal Code,
 - 2.3.2.2 receive from the Terminal the quantities of LNG out of the Unloaded Quantities of LNG specified by the Operator as per the Process Storage Program,
 - 2.3.2.3 receive Gaseous Fuel at the Exit Point_{TSO} in quantities specified in the approved Nominations,
 - 2.3.2.4 not exceed the Contracted Capacity,
 - 2.3.2.5 observe the Minimum Regasification Capacity – this applies to Terminal Users using long-term Regasification Services,
 - 2.3.2.6 consider the restrictions imposed by the following: (i) TSO – as per the law or the TNC, or (ii) Operator – as per the Terminal Code – in the submitted drafts of Framework Schedules of Arrivals, Monthly Schedules of Arrivals and in the submitted Nominations,
 - 2.3.2.7 ensure 24-hour contact with the Terminal User should any sudden incidents occur with impact on the performance of the Regasification Services or Additional Services,
 - 2.3.2.8 immediately follow the instructions of the Operator's dispatch staff, which, with respect to the Tanker, may be related to the presence of the Tanker at the Unloading Berth (with consideration of the Harbor Master

- orders) and to efficient or safe unloading of LNG from the Tanker,
- 2.3.2.9 ensure that the Tanker captain observes the Port Regulations, including the Harbor Master's orders.
- 2.4 Meetings shall be arranged upon every request of the Operator or Terminal User in order to discuss current matters related to the performance of the Regasification Contract or Terminal Code observance.
- 2.5 The principles and conditions for tanker entry into the external port in Świnoujście, exit from the Port and berthing in the Port, including the principles of anchorage use by the Tankers, the obligations concerning assistance by suitable vessels, in particular tugs and fire-fighting vessels, and the obligation to use pilot services are specified in the Port Regulations.
- 2.6 Supplementary documents to the Terminal Code.
- 2.6.1 Supplementary documents to the Terminal Code include the following:
- 2.6.1.1 plan of the Terminal,
 - 2.6.1.2 application form for the conclusion of the Regasification Contract,
 - 2.6.1.3 draft Regasification Contract,
 - 2.6.1.4 "Marine Operations Terminal", including appendices,
 - 2.6.1.5 LNG Carrier Approval Procedure for Świnoujście with appendices,
 - 2.6.1.6 Terminal Capacity allocation application form,
 - 2.6.1.7 Tanker approval application,
 - 2.6.1.8 unloading program form (check list),
 - 2.6.1.9 "Instructions – additional service" with appendices.
- 2.6.2 Supplementary documents are published on the Operator's website.
- 2.6.3 New or amended supplementary documents are introduced for use on the dates chosen by the Operator, and they do not require amendments to the Regasification Contract, including the Regasification Orders.

3 PROCEDURE FOR REGASIFICATION CONTRACT CONCLUSION

- 3.1 The Regasification Contract concluded after *(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)* is a framework document, governing the basic rights and obligations of the Parties. Regasification Services and Additional Service provided by the Operator for the Terminal User are specified in detail in the Regasification Order attached to the Regasification Contract.
- 3.2 For Regasification Contracts concluded prior to *(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)*, Regasification Services and Additional Service are specified in detail in the Regasification Contract, excluding new Regasification Services or new Additional Service allocated after *(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)* upon request of the Terminal User being a party to such a Regasification Contract, which shall be specified in the Regasification Order concluded by the Parties.
- 3.3 Application for the conclusion of the Regasification Contract.
- 3.3.1 The applicable form of the application for the conclusion of the Regasification Contract is published on the Operator's website.
- 3.3.2 The entity applying for the conclusion of the Regasification Contract shall, together with the application for the conclusion of the Regasification Contract, submit the following documents and declarations:
- 3.3.2.1 documents confirming the legal form of business activity run, particularly including the certificate of entry in the Central Registration and Information on Business (CEIDG) or a valid copy from the National Court Register (KRS) and in the case of an entity having no registered office in the territory of the Republic of Poland – a valid copy from the appropriate register of entrepreneurs obtained according to the rules laid down in the laws of the country with the applicant's registered office,
- 3.3.2.2 power of attorney or other documents confirming the right of persons representing the entity to incur obligations on behalf of the entity unless such right results from the document referred to in section 3.3.2.1,
- 3.3.2.3 document certifying the Taxpayer Identification Number given for the purposes of value added tax for the entities having their registered office in the territory of the European Union Member States unless such information results from the document referred to in section 3.3.2.1,
- 3.3.2.4 entities having their registered office in the territory of the Republic of Poland shall additionally submit the certificate of REGON statistical number given to the entity unless such information results from the document referred to in section 3.3.2.1,
- 3.3.2.5 entities running their activities in the territory of the Republic of Poland

- shall submit a concession promise or a certified copy of the concession, or a statement signed by persons authorized to represent the entity stating that the activity run by the entity does not require any concession as provided for by the Energy Law,
- 3.3.2.6 declaration of the applicant stating that the entity: (i) is not in liquidation, (ii) is not a subject of a petition to declare bankruptcy, (iii) is not a subject of proceedings to declare bankruptcy, (iv) has not been denied bankruptcy due to absence of assets sufficient to pay the costs of bankruptcy proceedings, (v) is not a subject of bankruptcy proceedings,
- 3.3.2.7 declaration of the applicant stating that the entity: (i) is not a subject of a request for the commencement of restructuring proceedings, composition proceedings, accelerated composition proceedings or recovery proceedings and – in the case of entities without a registered office in the territory of the Republic of Poland – is not a subject of a similar request filed in accordance with the regulations applicable in the country where the applicant has its registered office, (ii) is not a subject of a decision on the commencement of restructuring proceedings, composition proceedings, accelerated composition proceedings or recovery proceedings, (iii) is not a subject of restructuring proceedings, composition proceedings, express composition proceedings or recovery proceedings,
- 3.3.2.8 declaration of the applicant stating that it: (i) satisfies its liabilities within three (3) months from their maturity at the latest, (ii) is not subject to court proceedings for the payment of a total amount exceeding the higher of the following: three (3) percent of the company's balance sheet total as per the latest approved financial statements or PLN 500 thousand, (iii) is not subject to any enforcement proceedings related to claims for release or for payment,
- 3.3.2.9 declaration of the applicant stating that it has the funds sufficient to meet the obligations arising from the Regasification Contract and that those funds have not been obtained from unreported or illegal sources within the meaning of the Act dated November 16, 2000, on counteracting money laundering and terrorist financing,
- 3.3.2.10 extract from the transmission contract concluded with the TSO.
- 3.3.3 The documents described in section 3.3.2.1, section 3.3.2.3 and section 3.3.2.4 shall be issued no more than six (6) months before the submission date of the application for the conclusion of the Regasification Contract.
- 3.3.4 Documents and declarations discussed in section 3.3.2 shall be delivered by the applicant in Polish or in English. If the original documents are prepared in a language other than Polish or English, the applicant shall deliver those documents together with their certified translation into Polish.
- 3.3.5 The documents and declarations described in section 3.3.2 shall be submitted in the form of originals, including extracts prepared by a notary, or

- certified true copies certified by a notary, legal counsel, attorney or persons authorized to represent the applicant.
- 3.3.6 The entity filing the application for the conclusion of the Regasification Contract shall forthwith notify the Operator of changes to the data and documents contained in the application submitted and shall re-submit valid data and documents that have been changed. The above obligation applies to any changes that will be made in a period from the date of application submission by the applicant to the effective date of the Regasification Contract to be concluded with the applicant, as well as during the term of the validity of the Regasification Contract. Provisions of sections 3.3.3 to 3.3.5 shall apply accordingly.
- 3.3.7 Upon receipt of the application for the conclusion of the Regasification Contract, the Operator verifies the application to check if the application and the documents and declarations attached as per sections 3.3.2 to 3.3.5 are complete and up-to-date.
- 3.3.8 Within five (5) Business Days from application receipt, the Operator requests that the applicant supplement the application if it is missing the necessary information or if it is incomplete or that the applicant prepare the application in accordance with the application form published on the Operator's website if the prepared application is inconsistent with the published form. The applicant shall deliver the supplemented application for the conclusion of the Regasification Contract or the application prepared in accordance with the application form published on the Operator's website within fourteen (14) days of the receipt of the request to supplement the application or prepare it in accordance with the form. If the applicant fails to deliver the application that was supplemented or prepared in accordance with the form for conclusion of the Regasification Contract within the time limit required, the Operator leaves the application without examination.
- 3.3.9 The Operator considers the application for the conclusion of the Regasification Contract within fourteen (14) days from the receipt of a complete application prepared in accordance with the application form published on the Operator's website.
- 3.3.10 If the application has been examined with positive result, the Operator shall, no later than after three (3) Business Days of the end of examination, deliver to the applicant, against acknowledgment of receipt, the draft Regasification Contract prepared on the basis of the currently applicable template.
- 3.3.11 The applicant shall, within thirty (30) days from the date of delivery of the draft Regasification Contract, deliver to the Operator, against acknowledgment of receipt, the duly signed draft Regasification Contract.
- 3.3.12 If the draft Regasification Contract submitted by the Operator contains evident errors, the Operator and the applicant shall establish the correct contents of the document in electronic form within the period specified in section 3.3.11.

- 3.3.13 If the applicant fails to hand over to the Operator the draft Regasification Contract duly signed within the time limit specified in section 3.3.11, its application for concluding the draft Regasification Contract will be deemed withdrawn and the Operator will forthwith notify the applicant of this fact.
- 3.3.14 The Operator will send to the applicant, against acknowledgment of receipt, the Regasification Contract duly signed, within twelve (12) days from the date of delivery of the Regasification Contract signed by the applicant.
- 3.3.15 Information about the rejection of the application or about the decision not to consider the applicant as per sections 3.3.8 to 3.3.9, including the statement of reasons, shall be promptly submitted to the applicant by the Operator in writing.
- 3.3.16 If the application for the conclusion of the Regasification Contract is rejected, the Operator shall promptly notify the President of ERO in writing, stating the reasons of the Operator's decision.
- 3.4 Regasification Contract.
- 3.4.1 In order to ensure that all entities applying for the conclusion of the Regasification Contract are treated on equal terms, the Operator uses the standard template of the Regasification Contract, which is published on the Operator's website.
- 3.4.2 Upon conclusion of the Regasification Contract, the applicant obtains a status of the Terminal User.
- 3.4.3 By signing the Regasification Contract, the applicant accepts all the terms and conditions thereof and all the provisions of the Terminal Code.
- 3.4.4 The Regasification Contract is concluded for an indefinite period of time.
- 3.4.5 The Regasification Contract is drawn up in the Polish language. Upon request of the Terminal User, the Operator shall draw up the Regasification Contract in Polish and in English, provided that the Polish version of the document shall prevail, if there are any discrepancies between the Polish and English versions.
- 3.4.6 Pursuant to the Regasification Contract, the Terminal User may request allocation of the Terminal Capacity, conclusion of a Regasification Order as per section 5 and provision of Regasification Services and Additional Service for the Terminal User by the Operator. The Terminal User that concluded the Regasification Contract prior to *(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)* may request allocation of the Terminal Capacity to the extent to which the Regasification Services and Additional Service are not provided for in the Regasification Contract, and it may also request the conclusion of a Regasification Order.

4 TERMS AND CONDITIONS OF PROVISION OF SERVICES

4.1 General rules.

- 4.1.1 Regasification Services are provided to the extent enabled by the technical capabilities of the Terminal, the technical parameters of unloading equipment installed on the Tanker (in particular the pumps used to unload LNG from the Tanker) and the Transmission System at the Exit Point_{TSO}.
- 4.1.2 The primary period for the provision of Regasification Services is the Regasification Year.
- 4.1.3 Settlements for Regasification Services, Additional Services and Separated Services are done in Settlement Periods.
- 4.1.4 The types of the provided Regasification Services or Separated Services and their duration are specified in the Regasification Order (RO).
- 4.1.5 The Regasification Contract does not include the provision of services related to the Transmission System located downstream of the Exit Point_{TSO} from the Terminal or other activities that are not expressly specified in the Regasification Contract. In particular, the Operator does not perform Port Activities and is not responsible for the provision of the jetty and mooring infrastructure. The construction and maintenance of port infrastructure, including the LNG unloading jetty in Świnoujście and mooring infrastructure, in accordance with Article 7 section 1 of the Act on ports and sea harbors (Journal of Laws of 2010, No. 33, item 179, as amended) are duties of Zarząd Morskich Portów Szczecin i Świnoujście S.A.
- 4.1.6 If the Terminal User complies with the obligations specified in the Regasification Contract, Regasification Order and Terminal Code to the extent to which it affects the fulfillment of the Operator's obligations, the Operator shall exercise due diligence in order to ensure that the Regasification Service or Additional Service ordered by the Terminal User are performed, excluding the following: (i) periods of Repair Works at the Terminal, (ii) occurrence of Force Majeure events, (iii) occurrence of Emergency Situations, or (iv) restrictions imposed in accordance with the TNC or Terminal Code.

4.2 Regasification Services.

- 4.2.1 Regasification Services are provided by the Operator as the following service types:
 - 4.2.1.1 long-term Regasification Services,
 - 4.2.1.2 short-term Regasification Services,
 - 4.2.1.3 spot Regasification Services.
- 4.2.2 As part of the Regasification Services, the Operator provides the following to the Terminal User:

- 4.2.2.1 LNG unloading from the Tanker,
 - 4.2.2.2 Process Storage,
 - 4.2.2.3 LNG regasification, and
 - 4.2.2.4 Gaseous Fuel supply to the Exit Point.
- 4.2.3 As part of LNG unloading, the Operator provides the infrastructure enabling the Terminal User to unload LNG from the Tanker, i.e., the means to:
- 4.2.3.1 connect the unloading arms of the Unloading Berth to the unloading equipment of the Tanker that has obtained the approval and has submitted the Notice of Readiness within the Arrival Time Frames,
 - 4.2.3.2 unload LNG, i.e., the possibility of introducing LNG under pressure into the unloading arms of the Unloading Berth using the pumps installed on the Tanker,
 - 4.2.3.3 Tanker's remaining alongside the Unloading Berth for the period necessary to perform the unloading activities within the Unloading Time Frames.
- 4.3 Process Storage is provided to the Terminal User in accordance with the Process Storage Program.
- 4.4 The Regasification Service for the Unloaded Quantities of LNG and the supply of Gaseous Fuel to the Exit Point are performed in accordance with the approved Nominations, in line with the detailed principles specified in the Terminal Code.
- 4.5 The Operator provides long-term LNG Regasification Services covering the following:
- 4.5.1 period longer than a Regasification Year, up to twenty (20) Regasification Years (full Gas Months),
 - 4.5.2 for Terminal Users supplying at least such Cargoes in each Regasification Year that the receipt of Gaseous Fuel from the Terminal in the Regasification Year is done with an Average Regasification Capacity of at least 513,698 kWh/h,
 - 4.5.3 number of Tanker arrivals at the Unloading Berth specified in the Regasification Order that enables regasification at the level of at least the Average Regasification Capacity,
 - 4.5.4 regasification of the Unloaded Quantities of LNG in the range between the Minimum Regasification Capacity and the Contracted Capacity.
- 4.6 The Operator provides short-term Regasification services covering the following:
- 4.6.1 period from at least thirty (30) Gas Days to no more than twelve (12) successive Gas Months in a single Regasification Year,
 - 4.6.2 number of Tanker arrivals at the Unloading Berth specified in the

- Regasification Order,
- 4.6.3 unloading of LNG Cargoes specified in the Schedule of Arrivals in the individual Regasification Order periods,
 - 4.6.4 regasification of the Unloaded Quantities of LNG and delivery to the Exit Point_{TSO} in quantities not exceeding the quantities arising from the Contracted Capacity.
- 4.7 The Operator provides spot Regasification Services covering the following:
- 4.7.1 period from at least one (1) Gas Day to multiple successive Gas Days,
 - 4.7.2 single arrival of the Tanker at the Unloading Berth within the Arrival Time Frames,
 - 4.7.3 unloading of a specific quantity of LNG,
 - 4.7.4 regasification of the Unloaded Quantities of LNG and delivery to the Exit Point_{TSO} in quantities not exceeding the quantities arising from the Contracted Capacity.
- 4.8 Terminal Users using long-term Regasification Services, short-term Regasification Services or spot Regasification Services may purchase the Additional Service.
- 4.9 Terminal Users using long-term Regasification Services or short-term Regasification Services may additionally purchase Separated Services in the following form:
- 4.9.1 Prolonged Process Storage of specific Unloaded Quantities of LNG in the Terminal tanks for a period of one Gas Day or multiple Gas Days,
 - 4.9.2 additional Contracted Capacity ordered for a period of one Gas Day or multiple Gas Days.

5 PROVISION OF TERMINAL CAPACITY

- 5.1 The Regasification Order including the Regasification Services and Additional Service ordered by the Terminal User constitutes an appendix to the Regasification Contract.
- 5.2 For Regasification Contracts concluded prior to (to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator), Regasification Services and Additional Service are specified in detail in the Regasification Contract, excluding new Regasification Services or new Additional Service allocated after (to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator) upon request of the Terminal User being a party to such a Regasification Contract, which shall be specified in the Regasification Order concluded by the Parties.
- 5.3 The Regasification Order specifies the following:
- 5.3.1 details concerning the Terminal User,
 - 5.3.2 Regasification Service type,
 - 5.3.3 Regasification Order period,
 - 5.3.4 number of Tanker arrivals and expected individual Cargoes in each Regasification Year in the Regasification Order period, for long-term Regasification Services,
 - 5.3.5 number of Tanker arrivals and expected individual Cargoes throughout the period of the short-term Regasification Service or spot Regasification Service,
 - 5.3.6 qualitative parameters of LNG (LNG chemical composition),
 - 5.3.7 Contracted Capacity,
 - 5.3.8 Average Regasification Capacity
 - 5.3.9 Minimum Regasification Capacity for long-term Regasification Services, subject to the provisions of sections 0 and 9.1.7,
 - 5.3.10 Additional Service, if allocated,
- 5.4 The Regasification Order for Separated Services specifies the following:
- 5.4.1 Separated Service type,
 - 5.4.2 Gas Days for which the Separated Service is to be provided,
 - 5.4.3 for the Separated Service in the form of Prolonged Process Storage – the LNG batch out of the Unloaded Quantity of LNG for which the Separated Service is to be provided,
 - 5.4.4 for the Separated Service in the form of additional Contracted Capacity –

amount of additional Contracted Capacity.

- 5.5 The Terminal Capacity is allocated for the period indicated in the application, as per the provisions of, respectively, sections 4.5.1, 4.6.1, 4.7.1 or 4.9.
- 5.6 The Operator determines the Terminal Available Capacity with consideration of the concluded Regasification Orders.
- 5.7 The Operator provides the Terminal Available Capacity in accordance with the incoming applications submitted in accordance with section 5.17.
- 5.8 If the demand for Terminal Regasification Services does not exceed the Terminal Available Capacity, every Terminal User is provided with the Regasification Services indicated in the application.
- 5.9 If the demand for Regasification Services specified in applications submitted at the same time exceeds the Terminal Available Capacity, the allocation of the Terminal Capacity is done in the following order:
- 5.9.1 long-term Regasification Services, followed by
 - 5.9.2 short-term Regasification Services, followed by
 - 5.9.3 spot Regasification Services.
- 5.10 The order of the applications depends on the date of application delivery to the Operator. Applications delivered to the Operator on the same day are regarded as submitted at the same time.
- 5.11 If the demand for a specific type of Regasification Services indicated in the applications for the Terminal Capacity allocation as long-term Regasification Services that are submitted at the same time exceeds the Terminal Available Capacity, the Operator allocates the Terminal Available Capacity proportionately to the demand of Terminal Users, determined as the Average Regasification Capacity, based on the submitted applications. The rule specified in the previous sentence is accordingly applied in the situation where the demand for the given type of Regasification Services specified in the applications for Terminal Capacity allocation as short-term Regasification Services that are submitted at the same time exceeds the Terminal Available Capacity.
- 5.12 If the demand for the given type of Regasification Services specified in the applications for the Terminal Capacity allocation for spot Regasification Services and applications for the Terminal Capacity allocation for Separated Services that are submitted at the same time exceeds the Terminal Available Capacity, the Operator first considers the applications for the Terminal Capacity allocation for spot Regasification Services.
- 5.13 If the demand for the given type of Regasification Services specified in the applications for the Terminal Capacity allocation for spot Regasification Services that are submitted at the same time exceeds the Terminal Available Capacity, the

Operator shall give priority to the orders from Terminal Users with Regasification Contracts that generate greater revenues of the Operator, discounted with the weighted average cost of the Operator's capital, with consideration of the size and duration of the Regasification Services and Additional Service specified in the Regasification Order and of the ordered Contracted Capacity.

- 5.14 If the demand for the given type of Regasification Services specified in the applications for the Terminal Capacity allocation for Separated Services that are submitted at the same time exceeds the Terminal Available Capacity, the provisions of section 5.13 apply accordingly.
- 5.15 When allocating the Terminal Capacity, in particular the Contracted Capacity, the Operator considers the following:
- 5.15.1 Contracted Capacities specified in the concluded Regasification Orders,
 - 5.15.2 quantity of the Contracted Capacity for which the Terminal Users apply,
 - 5.15.3 frequency of Tanker arrivals and the size of the Cargoes assuming optimum Terminal Capacity use,
 - 5.15.4 regasification capacity in the range from 75,000 m³/h, which corresponds to a minimum value of 946,337 kWh/h, to 570,000 m³/h, which corresponds to a maximum value of 7,192,159 kWh/h.
- 5.16 Application for the Terminal Capacity allocation.
- 5.16.1 The Terminal Capacity is allocated by application of the Terminal User.
 - 5.16.2 The application for the Terminal Capacity allocation is regarded as submitted upon delivery of the application to the Operator in the form and to the address specified in sections 5.16.3 and 5.16.5.
 - 5.16.3 The Terminal User submits to the Operator an application for the Terminal Capacity allocation using the applicable forms published on the Operator's website.
 - 5.16.4 The Terminal User may submit a joint application for the Terminal Capacity allocation comprising various types of Regasification Services.
 - 5.16.5 Subject to the provisions of section 6.3.1.1, the Terminal User is obligated to submit the draft Framework Schedule of Arrivals with the application for the Terminal Capacity allocation as short-term Regasification Services or spot Regasification Services.
 - 5.16.6 Unless specified otherwise, correspondence regarding the matters indicated in section 5.16 and in sections 5.18 to 5.22 is submitted in writing or in the form of electronic document scans sent to the e-mail address indicated in the Regasification Contract. The correspondence shall be deemed delivered if it was introduced to electronic communication means in a manner enabling the recipient to get familiar with its content.

- 5.16.7 Conclusion or amendment to the Regasification Order takes place when the Terminal User receives the electronic scan of the signed documents sent to the e-mail address indicated in the Regasification Contract.
 - 5.16.8 For every Regasification Year, the Terminal User applying for long-term Regasification Services may specify various quantities discussed in sections 5.3.4 to 5.3.7 and in section 5.3.10, with consideration of the principles specified in the Terminal Code.
 - 5.16.9 Provisions of section 11 apply to the applications for the Terminal Capacity allocation for the Additional Service, unless they are submitted jointly with the Regasification Order application.
- 5.17 Time limits for the submission of the application for the Terminal Capacity allocation.
- 5.17.1 The application for the Terminal Capacity allocation for long-term Regasification Services shall be submitted no later than by the fifteenth (15) of February of the Regasification Year (Y-1) preceding the Regasification Year during which the long-term Regasification Service is to be provided (Y) and no earlier than four (4) years before the Regasification Year during which the Regasification Services are supposed to start.
 - 5.17.2 The applications for the Terminal Capacity allocation for short-term Regasification Services may be submitted:
 - 5.17.2.1 by the first (1) of November of the Regasification Year (Y-1) preceding the Regasification Year (Y) during which the short-term Regasification Service is to be provided,
 - 5.17.2.2 by the twenty-fifth (25) day of the second month (M-2) preceding the Gas Month (M) during which the Regasification Service is to be provided.
 - 5.17.3 The application for the Terminal Capacity allocation for spot Regasification Services is submitted from the beginning of the Gas Month (M) in order to allocate the Terminal Capacity for spot Regasification Services for a Tanker arrival taking place at any time of the given Gas Month or two (2) successive Gas Months (M, M+1, M+2), in accordance with the information about the Terminal Available Capacity published on the Operator's website.
 - 5.17.4 The application for the Terminal Capacity allocation for Separated Services is submitted between the twenty-fifth (25) day of the Gas Month (M-1) preceding the month during which the Regasification Service is to be provided and the end of the Gas Month (M) during which the Regasification Service is to be provided, in accordance with the information about the Terminal Available Capacity published on the Operator's website.
 - 5.17.5 Upon the Operator's consent, the application for the Terminal Capacity allocation for Separated Services may be submitted at other time limits than those specified in section 5.17.4.
- 5.18 Verification of the application for the Terminal Capacity allocation for long-term

Regasification Services and short-term Regasification Services.

- 5.18.1 The Operator carries out the formal and legal verification of the application and the documents attached to the application, in particular with respect to their conformity with the Terminal Code.
- 5.18.2 If the submitted application contains errors or deficiencies, the Operator requests – within five (5) business days from the application receipt date – that the Terminal User submit a correctly filled-out application or add suitable documents and information within fourteen (14) days from the delivery of that request, under pain of leaving the application unconsidered.
- 5.18.3 If the errors or deficiencies in the application are not rectified within the specified time limit, the application shall not be considered, and the Operator shall promptly notify the Terminal User about that fact.
- 5.18.4 Once the application form has been verified positively as regards its formal and legal correctness, then it is subject to technical analysis.
- 5.18.5 During the technical analysis of the application, the Operator determines if it is technically possible to provide the Terminal Capacity specified in the application. During the technical analysis, it is determined if the requirements specified in the Terminal Code, including the provisions of section 5.14, have been fulfilled, and if:
- 5.18.5.1 the Terminal Available Capacity enables the provision of the Regasification Services or Additional Service to the extent specified in the application,
 - 5.18.5.2 the quality parameters of LNG specified in the application conform to section 7.8 of the Terminal Code, subject to section 5.18.6,
 - 5.18.5.3 there are no other circumstances reducing the reliability of Gaseous Fuel delivery to the Terminal Users at the Exit Point,
 - 5.18.5.4 the Terminal Capacity allocation does not prevent the Operator from fulfilling the concluded Regasification Contracts and Regasification Orders and the obligations related to the protection of the interests of the recipients/Terminal Users or to environmental protection.
- 5.18.6 The Operator may consent to receive Cargo that does not conform to the Terminal Code if this is technically possible. Specification of the quality parameters of LNG other than specified in section 7.8 shall be done in writing under pain of nullity and may take place in the Regasification Order or in the Schedule of Arrivals.
- 5.18.7 The Operator notifies the Terminal User about the results of application consideration:
- 5.18.7.1 within sixty (60) days from the receipt of a correct and complete application – for applications submitted as per section 5.17.1,
 - 5.18.7.2 by the 30th of November of the given Regasification Year – for correct and complete applications discussed in section 5.17.2.1,

- 5.18.7.3 within thirty (30) days from the receipt of a correct and complete application discussed in section 5.17.2.2.
- 5.18.8 If there is no sufficient quantity of the Terminal Available Capacity, the Terminal User applying for the Terminal Capacity allocation shall be informed that the Terminal Capacity requested in the submitted application cannot be provided. The applicant shall be allocated the remaining Terminal Available Capacity, subject to section 5.11. The Operator shall inform the applicant about the Terminal Available Capacity allocated to it within the period specified in section 5.18.7. The applicant may choose to refuse its consent to the allocation of the Terminal Capacity within twenty-one (21) days from the receipt of the above-mentioned information. If the Terminal User refuses its consent, it is deemed that the Terminal User's application for the Terminal Capacity allocation has been withdrawn.
- 5.18.9 The Operator may refuse to allocate the Terminal Capacity in the following situations (among others):
- 5.18.9.1 following the technical analysis performed by the Operator as per section 5.18.5, it is found that the Terminal Capacity cannot be provided,
- 5.18.9.2 the allocation of the Terminal Capacity as per the application may:
- 5.18.9.2.1 reduce the regasification reliability or the quality of LNG or Gaseous Fuel at the Exit Point_{TSO} below the level specified in the Terminal Code,
- 5.18.9.2.2 have a negative impact on the prices or fee rates for LNG regasification,
- 5.18.9.2.3 limit the amount of Gaseous Fuel delivered to the Transmission System.
- 5.18.10 If the Operator refuses to allocate the Terminal Capacity, it shall promptly notify the concerned entity and the President of ERO, stating the reasons of that decision.
- 5.19 Allocation of the Terminal Capacity for long-term Regasification Services and short-term Regasification Services.
- 5.19.1 If, following the verification of the application and determination of the Terminal Available Capacity by the Operator, the Terminal User is allocated the Terminal Available Capacity, the Operator shall, within the period determined as per section 5.18.7, submit the draft Regasification Order to the Terminal User with information about the allocated Terminal Available Capacity and specify the amount of financial security.
- 5.19.2 The Terminal User, within fourteen (14) days from the receipt of the information about the allocated Terminal Capacity from the Operator as per section 5.19.1, provides the financial security in the amount specified in the information submitted by the Operator, sending the proof of the provision of financial collateral to the Operator.

- 5.19.3 In order to allocate the Terminal Capacity, the Operator sends an electronic scan of the signed Regasification Order to the Terminal User within three (3) business days from the provision of financial security as per section 5.19.2.
- 5.19.4 If the Terminal User fails to provide financial security as per section 5.19.2 or if it submits a statement about application withdrawal in that period, the Terminal Capacity is not allocated, and the Regasification Order is not concluded.
- 5.20 Application verification and Terminal Capacity allocation for spot Regasification Services.
- 5.20.1 The Operator considers applications for the Terminal Capacity allocation for spot Regasification Services with consideration of the unused Contracted Capacity to which the Terminal User is entitled.
- 5.20.2 The Operator carries out a technical analysis of the application as per section 5.18.5.
- 5.20.3 The Operator allocates the Terminal Available Capacity in accordance with the submitted application if it is technically possible to provide the requested Regasification Service, if the Terminal User has provided the financial security as per section 13 and if the Tanker that is supposed to deliver LNG has been approved or if it may be approved before the conclusion of the Regasification Order as per section 7.1. Otherwise, the Operator shall refuse to allocate the Terminal Capacity for spot Regasification Services.
- 5.20.4 The Operator shall leave the application unconsidered if the required documents as per the form available on the Operator's website are not submitted, or it shall refuse to allocate the Terminal Capacity for spot Regasification Services if the prerequisites indicated in section 5.18.9 are not met.
- 5.20.5 Upon refusal of Terminal Capacity allocation for spot Regasification Services, the Operator shall promptly provide the Terminal User with a statement of reasons of the refusal in writing.
- 5.20.6 The Operator promptly provides the Terminal User with information about the allocation of the Terminal Available Capacity in accordance with the submitted application, about the refusal to allocate Terminal Capacity or about leaving the application unconsidered, no later than within forty-eight (48) hours from the receipt of the application as long as the Tanker that is supposed to deliver LNG has been approved. If the Tanker that is supposed to deliver LNG has not been approved, the information referred to in the previous sentence shall be provided by the Operator within seventy-two (72) hours from the receipt of the application, upon completion of the Tanker conformity study as per section 7.1.9.
- 5.20.7 With the information discussed in section 5.20.6, the Operator shall submit drafts of the following to the Terminal User: Regasification Order for spot Regasification Service, Framework Schedule of Arrivals and Process

Storage Program.

- 5.20.8 If the Terminal User does not have objections regarding the contents of the draft Regasification Order for spot Regasification Service, Framework Schedule of Arrivals or Process Storage Program submitted by the Operator, it shall return the accepted Regasification Order to the Operator within twenty-four (24) hours from its receipt.
- 5.20.9 In order to allocate the Terminal Capacity, the Operator shall send an electronic scan of the signed Regasification Order to the Terminal User promptly after acceptance of the Regasification Order received as per section 5.20.8.
- 5.20.10 If the Terminal User objects to the contents of the draft Regasification Order for spot Regasification Service submitted by the Operator, Framework Schedule of Arrivals or Process Storage Program, the application for the Terminal Capacity allocation for spot services is deemed to have been withdrawn by the Terminal User, and the Operator is not bound by the draft Regasification Order it has sent.
- 5.21 Application verification and Terminal Capacity allocation for Separated Services.
- 5.21.1 The application for the Terminal Capacity allocation for Separated Services is verified accordingly as per section 5.18.5, section 5.18.8 sentences 1 and 2 and section 5.18.9.
- 5.21.2 The Operator informs the Terminal User about the result of the consideration of the application for the Terminal Capacity allocation for Separated Services within five (5) business days from the receipt of the correct and complete application discussed in section 5.17.4.
- 5.21.3 The allocation of the Terminal Capacity for Separated Services and Regasification Order conclusion are accordingly governed by the provisions stipulated in section 5.20.
- 5.22 Regasification Order updating.
- 5.22.1 By the fifteenth (15) of February of the given Regasification Year (Y-1), the Terminal User may apply to the Operator for the amendment to the sum of Cargoes specified in the Regasification Order referred to in section 5.3.5, for the following Regasification Year (Y).
- 5.22.2 Within the time limit determined as per section 5.18.7.1, the Operator shall notify the Terminal User about the possibility of Regasification Order amendment in accordance with the Terminal User's application or about the absence of such a possibility.
- 5.22.3 Regasification Order amendment is accordingly governed by the procedure specified in section 5.19.

6 SCHEDULE OF ARRIVALS

6.1 Framework Schedules of Arrivals

6.1.1 For long-term Regasification Services, the Framework Schedule of Arrivals for the period of a Regasification Year shall be established. For short-term Regasification Services and spot Regasification Services, the Framework Schedule of Arrivals shall be established for Gas Months for which the Regasification Service is to be rendered.

6.1.2 The Framework Schedule of Arrivals defines:

6.1.2.1 the number of Tanker arrivals at the Unloading Berth and Arrival Time Frames during the term of the Framework Schedule of Arrivals,

6.1.2.2 Tanker identification data (Tanker name and Technical Parameters of the Tanker) and fact of granting the approval if such approval is required under the provisions of section 7.1,

6.1.2.3 respective Cargoes and LNG volume in respective Cargoes,

6.1.2.4 LNG quality parameters for respective Cargoes and Operator's consent for receipt of a Cargo with LNG of technical parameters that are different from those specified in the Terminal Code in situations defined in section 5.18.6.

6.1.3 Draft Framework Schedule of Arrivals is prepared with applicable forms published on the Operator's website.

6.2 Framework Schedules of Arrivals for long-term Regasification Services.

6.2.1 By twentieth (20) June each Regasification Year (Y-1), the Terminal User shall submit to the Operator a preliminary notice on the number of planned arrivals of Tankers at the Unloading Berth, scheduled dates of such arrivals and expected Cargoes and LNG volumes planned in a given Regasification Year (Y), in accordance with the form published on the Operator's website.

6.2.2 Until twenty-fifth (25) June each Regasification Year (Y-1), the Operator shall indicate forecasted Arrival Time Frames available for a given Terminal User.

6.2.3 The Terminal User shall provide the Operator with the draft Framework Schedule of Arrivals for subsequent Regasification Year (Y) with breakdown into Gas Months by third (3) July each Regasification Year (Y-1).

6.2.4 The quality parameters of the Cargoes specified in the Framework Schedule of Arrivals shall comply with section 7.8, subject to provisions of section 5.18.6.

6.2.5 If the LNG quality parameters specified by the Terminal User in the draft Framework Schedule of Arrivals comply with the provisions of section 7.8, but are different from LNG parameters specified in the Regasification Order, as a result of which LNG quantity to be delivered to the Terminal in a

- subsequent Regasification Year (Y) increases, the Operator shall agree to receive such Cargo, provided that its regasification within the Contracted Capacity allocated to that Terminal User in the Regasification Order is possible.
- 6.2.6 In the Framework Schedule of Arrivals, the Terminal User shall take into account the Repair Works specified by the Operator in accordance with section 16.
- 6.2.7 The Cargoes and LNG quantities delivered by the Terminal User using long-term Regasification Services specified in the Framework Schedule of Arrivals must ensure maintaining the Minimum Regasification Capacity specified in the Regasification Order for that Regasification Year, unless the Operator sets these quantities at a lower level.
- 6.2.8 By twenty-fifth (25) July each Regasification Year (Y-1), the Operator shall submit the draft Framework Schedule of Arrivals for a given Terminal User using the long-term Regasification Services for the subsequent Regasification Year (Y), indicating the Arrival Time Frames available for a given Terminal User in the subsequent Regasification Year (established with observance of provisions of section 6.2.12) and forecast Minimum Regasification Capacity.
- 6.2.9 Between the seventeenth (17) August and twenty-fifth (25) September each Regasification Year (Y-1), consultations shall be held between the Terminal Users and the Operator concerning the arrangement of Framework Schedules for Arrivals for the subsequent Regasification Year (Y).
- 6.2.10 By twenty-seventh (27) September each Regasification Year (Y-1), the Terminal User shall submit its comments to the Framework Schedule of Arrivals for the subsequent Regasification Year (Y) to the Operator, taking into account the available Arrival Time Frames defined in accordance with section 6.2.8 and results of the consultations mentioned in section 6.2.9.
- 6.2.11 By thirtieth (30) September of each Regasification Year (Y-1), the Operator shall submit the Framework Schedule of Arrivals to the Terminal User. The submitted Framework Schedule of Arrivals for a Terminal User shall be binding unless a need arises for its adjustment in accordance with section 6.2.11. Should it be impossible to take into account all proposed Framework Schedules of Arrivals of all Terminal Users, the Operator may notify the Terminal User about the final Framework Schedule of Arrivals adopted for such User for the subsequent Regasification Year by twentieth (20) November, modified in accordance with enforcement of provisions of section 6.2.13.
- 6.2.12 The Operator shall establish the Framework Schedule of Arrivals for each Terminal User based on the draft Framework Schedule of Arrivals proposed by a Terminal User, with consideration of the rules below, in the order of precedence:
- 6.2.12.1 compliance of the draft Framework Schedule of Arrivals with the

- contents of the Regasification Contract, Regasification Order and Terminal Code;
- 6.2.12.2 frequency of arrivals of Tankers established in the Framework Schedule of Arrivals should allow for maximum use of the Terminal Capacity, as well as ensure that the part of LNG from respective Cargo as defined in accordance with the Terminal Code could be regasified and sent out to the Exit Point without exceeding the Contracted Capacity and with the Minimum Regasification Capacity maintained;
- 6.2.12.3 ensuring the possibility of LNG unloading from the subsequent Tanker, taking into account the capacity of the Terminal's tanks and commitments of the Operator towards the Terminal Users.
- 6.2.13 Should it be impossible to take into account Framework Schedules of Arrivals proposed by all Terminal Users when determining the Arrival Time Frames, the Operator shall give priority to proposals of those Terminal Users whose Regasification Contracts (all valid Regasification Orders) generate higher revenue value discounted against the Operator's average weighted capital costs, with consideration of the size and duration of the Regasification Orders and ordered Contracted Capacity.
- 6.2.14 The provisions of the Framework Schedule of Arrivals determined in accordance with the provisions of section 6.2 for the Regasification Year (Y) shall supersede any and all different provisions under Regasification Order.
- 6.2.15 The Framework Schedule of Arrivals set out as described above shall be binding upon the Parties and may be modified only upon the consent of the Operator and Terminal User within the framework of the Monthly Schedules of Arrivals.
- 6.2.16 Any correspondence in cases related to the Framework Schedules of Arrivals shall be submitted in writing and in the form of electronic scans of documents sent to the e-mail address indicated in the Regasification Contract. The information shall be deemed delivered if it is entered into electronic communication means so that the recipient is able to learn its contents.
- 6.2.17 After determining the Framework Schedules of Arrivals for all Terminal Users for the subsequent Regasification Year (Y+1), the Operator shall publish on its website the information on available Arrival Time Frames for the subsequent Regasification Year (Y+1) and shall, on an on-going basis, provide updated information on the Arrival Time Frames available for a given Regasification Year (Y).
- 6.3 Framework Schedules of Arrivals for short-term Regasification Services.
- 6.3.1 Deadlines for submission of the draft Framework Schedule of Arrivals.
- 6.3.1.1 The Terminal User who submitted the application for allocation of the Terminal Capacity at the time specified in section 5.17.2.1, whereby such application had been submitted before 15 August of a given

Regasification Year, shall be obligated to submit the draft Framework Schedule of Arrivals before 15 August of that Regasification Year, taking into account the provisions of section 6.2.6. The rules and procedures specified in section 6.2.9 and section 6.2.10 shall apply accordingly.

- 6.3.1.2 The Terminal User who submits the application for allocation of the Terminal Capacity at the time specified in section 5.17.2.1, whereby such application is being after 15 August of a given Regasification Year, shall be obligated to submit the draft Framework Schedule of Arrivals together with the application for allocation of the Terminal Capacity, taking into account the provisions of section 6.2.6.
 - 6.3.1.3 The Terminal User who submits the application for allocation of the Terminal Capacity at time specified in section 5.17.2.2, shall be obligated to submit the draft Framework Schedule of Arrivals together with the application for allocation of the Terminal Capacity, taking into account the provisions of section 6.2.6.
 - 6.3.2 For determination of the Framework Schedules of Arrivals for Terminal Users who submitted the draft Framework Schedule of Arrivals in accordance with section 6.3.1, the procedure defined in sections 6.3.3 through 6.3.6 shall apply.
 - 6.3.3 Together with the information mentioned in section 5.20.6, the Operator shall submit to the Terminal User the draft Framework Schedule of Arrivals, including the information on individual Cargoes and LNG volume in individual Cargoes approved for such User for the term of the Regasification Order, indicating the Arrival Time Frames available for a given Terminal User determined with consideration of provisions of section 6.2.11.
 - 6.3.4 In the event of Terminal User's non-acceptance of the draft Framework Schedule of Arrivals presented by the Operator, the Terminal User shall submit comments regarding the draft Framework Schedule of Arrivals to the Operator within four (4) Business Days of the date of receipt of the Operator's position.
 - 6.3.5 Within three (3) days of receipt of the comments regarding the draft mentioned in section 6.3.4, the Operator shall submit to the Terminal User the information on the final Framework Schedule of Arrivals adopted for such User.
 - 6.3.6 The Framework Schedule of Arrivals shall be binding upon the Terminal User as of conclusion of the Regasification Order for short-term Regasification Services.
- 6.4 Framework Schedule of Arrivals for spot Regasification Services
- 6.4.1 Together with the information on allocation of the Terminal Available Capacity mentioned in section 5.20.6, the Operator shall submit to the Terminal User a draft Framework Schedule of Arrivals for spot Regasification Services.

- 6.4.2 The Framework Schedule of Arrivals shall be binding upon the Terminal User as of conclusion of the Regasification Order for spot Regasification Services.
- 6.5 Monthly Schedules of Arrivals.
- 6.5.1 The Monthly Schedule of Arrivals defines:
- 6.5.1.1 number of Tanker arrivals during the term of a Monthly Schedule of Arrivals,
 - 6.5.1.2 Time Frames of Tanker Arrivals at the Unloading Berth,
 - 6.5.1.3 confirms Tanker identification data (Tanker name and Technical Parameters of the Tanker) and fact of approval granting is required under the provisions of section 7.1,
 - 6.5.1.4 Cargo in each Tanker and LNG volume in each Cargo,
 - 6.5.1.5 LNG quality parameters for respective Cargo and Operator's consent for receipt of a Cargo with LNG technical parameters that are different from those specified in the Terminal Code in situations defined in section 5.18.6.
- 6.5.2 The Terminal Users using long-term or short-term Regasification Service shall submit to the Operator, until fifth (5) day of a Gas Month (M-1) the draft of a Monthly Schedule of Arrivals for the three (3) Gas Months (M, M+1, M+2) following such month within a given Regasification Year, however for a period not longer than until the end of the term of a Regasification Order for short-term Regasification Services, subject to section 6.5.3.
- 6.5.3 The Monthly Schedule of Arrivals submitted in the tenth (10) Gas Month (M-1) of a Regasification Year (Y) includes two (2) Gas Months (M, M+1) following such a month. The Monthly Schedule of Arrivals shall not be submitted in the eleventh (11) Gas Month of a Regasification Year (Y).
- 6.5.4 The Cargoes and frequency of arrivals determined in the draft Monthly Schedule of Arrivals should be such as to ensure that each Cargo could be regasified and transferred to the Exit Point within the Process Storage time determined for such Cargo, as set out in the Process Storage Program. If there are technical possibilities, the Operator may allow for an earlier or later unloading of a subsequent Tanker for a given Terminal User with respect to the condition set out in the preceding sentence.
- 6.5.5 If the LNG quality parameters specified by the Terminal User in the draft Monthly Schedule of Arrivals comply with the provisions of section 7.8, but are different from LNG parameters specified in the Regasification Order or Framework Schedule of Arrivals, as a result of which the quantity of LNG to be delivered to the Terminal in the Gas Months for which the Monthly Schedule of Arrivals is being established increases, the Operator shall agree to receive such Cargo, provided that it could be regasified respecting the Contracted Capacity allocated to the Terminal User in the Regasification

- Order and Process Storage allocated to the Terminal User in the Process Storage Program.
- 6.5.6 The Operator shall determine the Monthly Schedules of Arrivals for each Terminal User, giving precedence to the Monthly Schedules of Arrivals that comply with the Framework Schedule of Arrivals and Process Storage Program.
- 6.5.7 The Operator shall notify the Terminal User on the Monthly Schedule of Arrivals approved for such User until twelfth (12) day of Gas Month M-1. In the event of rejection of a draft Monthly Schedule of Arrivals, the following shall be binding in the order of precedence: the last Monthly Schedule of Arrivals approved by the Operator or Framework Schedule of Arrivals.
- 6.5.8 The Monthly Schedule of Arrivals approved by the Operator shall remain in force for three (3) subsequent Gas Months starting from the first day of the Gas Month following the Gas Month in which it has been approved by the Operator, unless it is subject to change by the subsequent Monthly Schedule of Arrivals approved by the Operator.
- 6.5.9 Any correspondence in cases related to the Monthly Schedules of Arrivals shall be submitted in writing and in the form of electronic scans of documents sent to the e-mail address indicated in the Regasification Contract. The information shall be deemed delivered if it is entered into electronic communication means so that the recipient is able to learn its contents.
- 6.5.10 Provisions of section 6.6 and 6.2.16 shall apply accordingly.
- 6.6 The Terminal User shall be obligated to pay fees resulting from the Tariff and to incur additional costs mentioned, among others in section 9.1.8, if the drafts of the Schedules of Arrivals submitted thereby do not allow the Operator to establish such Schedule of Arrivals that will allow the Terminal Users to observe the duties specified in the Regasification Contract or Regasification Order, including to observe the Minimum Regasification Capacity due to, among others, the fact that:
- 6.6.1 LNG quality parameters indicated in the draft Framework Schedule of Arrivals do not allow for regasification of LNG within the technical capacity of the Terminal into Gaseous Fuel with quality parameters specified in the TNC,
- 6.6.2 The Tankers indicated in the draft Framework Schedule of Arrivals did not receive the Operator's approval,
- 6.6.3 other disparity occurs between the draft Framework Schedule of arrivals and the provisions of the Terminal Code that would constitute an obstacle in determination of the Framework Schedule of Arrivals.

7 LNG UNLOADING

7.1 Tanker approval.

- 7.1.1 Only Tankers which had obtained the approval of the Operator and for which the compatibility study confirmed that a given Tanker fulfills all technical conditions for LNG unloading, i.e. conformity between its equipment and unloading equipment of the Unloading Berth, will be allowed to arrive at the Unloading Berth and unload the LNG.
- 7.1.2 The Unloading Berth allows for unloading of a Tanker with tank capacity from 120 thousand m³ to ca. 217 thousand m³ of LNG and total length of up to 315.16 m, total width of up to 50 m and maximum freshwater draft of 12.5 m. In case of obtaining approval LNG unloading shall be possible from Tankers with cargo capacity below 120 thousand m³.
- 7.1.3 At the request of the Terminal User, the Operator shall provide, free-of-charge, the following:
 - 7.1.3.1 essential information in the scope of LNG jetty in Świnoujście, Unloading Berth, including unloading arms, process instructions,
 - 7.1.3.2 information concerning the security of the Unloading Berth and LNG safe unloading procedure, measurements, response in hazardous situations,
 - 7.1.3.3 information concerning the manner of conducting inspections onboard the Tanker.
- 7.1.4 The documents being the basis for approval of a tanker are available on the Operator's website:
 - 7.1.4.1 Terminal Operating Instructions – Marine Operation and Safe LNG Carrier Berthing Procedures;
 - 7.1.4.2 LNG Carrier Approval Procedure for Świnoujście;
 - 7.1.4.3 Tanker compatibility form filled in by the Operator which constitutes an appendix to PLNGMOM_{LNG} compliant with SIGTTO Compatibility Check List template.
- 7.1.5 The application for approval of a Tanker may be submitted to the Operator at any time, however not later than along with the draft Monthly Schedule of Arrivals for tankers which are to arrive at the Unloading Berth in the Gas Month (M+1) or (M+2) or along with the application for conclusion of a Regasification Order for short-term Regasification Services which should be submitted in time limits specified in section 5.17.2.1.
- 7.1.6 Together with the application for approval of a tanker, the Terminal User shall submit the following information, essential for the approval to the Operator:
 - 7.1.6.1 Tanker compatibility form filled in by the Tanker captain which

- constitutes an appendix to PLNGMOM_{LNG} compliant with SIGTTO Compatibility Check List template.
- 7.1.6.2 general arrangement plan, diagram and dimensions of the manifold (with indication on the primary plane and summer load line, parameters and types of loading filters), diagram of forecastle, poop deck, parallel body, trunk deck, main deck, with indication of the gangway landing area, type and safe working load of mooring lifts and mooring ropes;
 - 7.1.6.3 certificates and safe working loads of hawses of assisting tugboats (in accordance with OCIMF recommendations, the SWL shall be at least (two hundred thousand) 200 tons);
 - 7.1.6.4 OCIMF Vessel Particulars Questionnaire no older than one year;
 - 7.1.6.5 OCIMF TMSA report issued no earlier than one year prior to submission of the application for tanker approval;
 - 7.1.6.6 OCIMF SIRE report – inspection report available on the OCIMF website. (For tankers commissioned no later than twenty (20) years before submission of the application for approval, the report should be issued no later than one year prior to submission of the application for approval of the tanker. For tankers commissioned later than twenty (20) years before submission of the application for approval, the report should be issued no later than half year prior to submission of the application for approval of the tanker);
 - 7.1.6.7 for tankers commissioned later than twenty (20) years before submission of the application for approval, additionally the CAP (Condition Assessment Programme) certificate issued no later than two (2) years prior to submission of the application for approval of the tanker should be filed;
 - 7.1.6.8 mooring procedure for the tanker subject to approval with indication of the maximum mooring rope load for Unfavorable Conditions prepared with Optimoor software - based on the data from mooring and fendering equipment present in the filled in SIGTTO Compatibility Check List constituting the appendix to the PLNGMOM_{LNG};
 - 7.1.6.9 loading pump output curves and maximum unloading rate;
 - 7.1.6.10 cargo tanks gauging tables;
 - 7.1.6.11 CTMS certificates and information concerning the last calibration;
 - 7.1.6.12 Survey Class Status Report issued not later than in the previous quarter with regard to the quarter of a given year in which the application for tanker approval is submitted;
 - 7.1.6.13 entry certificate for LNG carrier with indication of the P&I underwriter;
 - 7.1.6.14 Contingency Plans for cargo operations, mooring and fire fighting for the terminal – in accordance with the ISM Code, Certificate of Accuracy of the Custody Transfer Measurement System and approved Tank Gauge tables,

- 7.1.6.15 Ship Operational and Safety Procedures while alongside,
- 7.1.6.16 Copy of latest Inspection Report of Classification Society, Vetting and Port State Control.
- 7.1.7 The Operator shall be entitled to demand other documents than specified in section 7.1.6, if it is justified, particularly due to applicable provisions of law or resulting from international safety standards.
- 7.1.8 For technical verification and operational compatibility of the tanker with the Unloading Berth, the Operator shall carry out the compatibility study in accordance with provisions of section 7.1.
- 7.1.9 The compatibility study shall be carried out at least in the following aspects:
 - 7.1.9.1 compatibility between the tanker and the Unloading Berth in technical terms,
 - 7.1.9.2 compliance with applicable provisions of law in the scope of tanker equipment with navigation devices, safety means and procedures,
 - 7.1.9.3 compatibility of communication systems between the tanker and the Operator,
 - 7.1.9.4 arrangement of the methods and procedures of mooring and berthing,
 - 7.1.9.5 compatibility of the emergency unloading shutdown systems (ESD) between the tanker and the Terminal, including voice communications.
- 7.1.10 The result of the compatibility study shall be submitted to the Terminal User.
- 7.1.11 After conducting the compatibility study mentioned in section 7.1.9, at a reasonable request of the Operator and only if it follows from the conducted compatibility study that it is necessary to rectify potential non-conformities resulting from the contents of the application for approval, the Terminal User shall arrange on own behalf and own expense, a meeting in Poland that shall be attended by: ship owner's representative, Terminal User's representative, Harbor Master and pilot station representative and Operator's representative. The goal of the meeting shall be specifically to jointly verify the parameters of the Unloading Port (including the Unloading Berth) and tanker, safety systems, communications and connections between the tanker and the Unloading Berth and assignment of Parties' tasks.
- 7.1.12 In the event of doubts as to granting approval to a given tanker that, to be removed, would require an inspection of the tanker, the Operator may demand the Terminal User to organize (order) an inspection in accordance with the Operator's requirements, at the expense of the Terminal User. Immediately following the inspection, the Terminal User shall inform the Operator on the results of the inspection in writing. Should the inspection show non-conformities rendering the granting of the approval impossible, the inspector shall prepare a list of these non-conformities and, subsequently, shall submit it to the Terminal User, ship owner and the Operator. The

Terminal User's report on the manner of rectification of non-conformities shall constitute the basis for Operator's decision on approval. The costs of inspection conducted at the Operator's order which did not confirm the Operator's doubts shall be incurred by the Operator.

- 7.1.13 The Tanker as to which the Operator has no doubts as a result of conducting successful compatibility study, and in the event of holding a meeting or inspection mentioned in section 7.1.11 or section 7.1.12, also as a result of such meeting and inspection, i.e. when it is concluded that a given tanker can safely moor, connect its cargo manifold with unloading arms of the Unloading Berth of the Terminal and unload the LNG, shall be granted the Operator's approval.
- 7.1.14 Granting of the approval by the Operator does not mean that the Operator takes over control over the Tanker and it does not give rise to Operator's liability for technical condition and equipment of the Tanker.
- 7.1.15 Should the compatibility study be unsuccessful, the Operator shall reject the Terminal User's application for tanker approval.
- 7.1.16 Any correspondence concerning the approval of tankers shall be submitted in writing or in the form of electronic scans of documents sent to compatibility@polskielng.pl. The information shall be deemed delivered if it is entered into electronic communication means so that the recipient is able to learn its contents.
- 7.1.17 The approval granted by the Operator shall remain valid for three (3) years in accordance with the LNG Carrier Approval Procedure for Świnoujście, subject to section 7.5.11, unless the Tanker was not subject to modifications in the scope described in section 7.1.9, which were analyzed by the Operator in the compatibility study. The Terminal User shall submit the statement on validity of Tanker's approval together with the draft Monthly Schedule of Arrivals or application for conclusion of the Regasification Order for spot Regasification Services.
- 7.1.18 If any modifications have been made in the Tanker as mentioned in section 7.1.17 which invalidate approval, the Terminal User shall notify the Operator of such fact by submitting an application for reapproval together with the draft Monthly Schedule of Arrivals for (M+1) or (M+2) in accordance with provisions of section 7.1.4 or with application for conclusion of the Regasification Order for spot Regasification Services. The approval shall be conducted in accordance with provisions of section 7.1.
- 7.1.19 If between the date of submission of the statement mentioned in section 7.1.17 and the date of submission of the Notification of Arrival to the Terminal Operator, i.e. at least seven (7) days before arrival of the Tanker to the Roadstead, modifications have been made on the Tanker as described in section 7.1.18 which invalidate the approval, the Terminal User shall immediately notify the Operator of such fact by submitting an application for approval. The Operator shall make due effort to conduct the compatibility

study without unreasonable delay, in accordance with provisions of section 7.1. Should it prove impossible to grant an approval within time limits allowing the Tanker to arrive in accordance with the Monthly Schedule of Arrivals at the Unloading Berth, any consequences, including the damage incurred by the Operator and other Terminal Users shall be incurred by the Terminal User. Had there been premises for granting the approval to the tanker within time limits mentioned in the sentence above and, due to Operator's fault it was not granted within time limits allowing for the arrival of the tanker in accordance with the Monthly Schedule of Arrivals, the Operator shall incur the resulting losses of the Terminal User.

- 7.1.20 Throughout the approval validity period, the Operator shall be entitled to verify the Tanker approval, primarily by way of inspections, should it deem them necessary and shall be entitled to make the maintenance of approval dependent on performance of required actions with regard to the Tanker and its equipment, particularly concerning the measuring equipment. In justified cases, the Operator shall be entitled to refuse the consent for LNG unloading from the Tanker or the stay of the Tanker at the Unloading Berth or shall be entitled to cancel the approval.
- 7.1.21 The Terminal User shall be liable towards the Operator for the condition, function and actions taken, including adjustment of the Tanker and its equipment to the Unloading Berth. The Terminal User shall be liable towards the Operator for any damage made to the Unloading Berth by the Tanker which results from non-adjustment of the Tanker to the Unloading Berth.
- 7.1.22 The Operator may modify the configuration of the Unloading Berth or Terminal, including the safety system. In such case, the Operator shall notify the Terminal User thereof at least twelve (12) months in advance. In the event of modification of configuration of the Unloading Berth or Terminal, including the safety system, the Terminal User shall be responsible for adjustment of the Tanker in accordance with section 7.1.21.
- 7.2 Cargo Information Notice and measuring methods.
- 7.2.1 Within forty-eight (48) hours of departure of the Tanker from the loading port or together with the application for conclusion of the Regasification Order for spot Regasification Services, the Terminal User shall provide the Operator with the Cargo Information Notice indicating the quality parameters, quantity and volume of LNG determined during loading. The Cargo Information Notice shall be submitted to the Operator to notifications@polskielng.pl.
- 7.2.2 The Cargo Information Notice shall include:
- 7.2.2.1 Cargo reference number,
 - 7.2.2.2 name of the Tanker by which the Terminal User will deliver the Cargo to the Terminal,
 - 7.2.2.3 date and time of Tanker's departure from the loading port,
 - 7.2.2.4 name of the loading port,

- 7.2.2.5 estimated date of arrival of the Tanker to the Unloading Port,
 - 7.2.2.6 information on quantity (kWh), density, volume (m³) of LNG in the tanks of the LNG Tanker measured at the loading port,
 - 7.2.2.7 information on estimated quantity (kWh), density and volume (m³) of LNG on the date of arrival at the Unloading Port,
 - 7.2.2.8 Certificate of Quality with LNG specification,
 - 7.2.2.9 Bill of Lading,
 - 7.2.2.10 Certificate of Origin,
 - 7.2.2.11 Cargo Manifest.
- 7.2.3 The Operator shall refuse to receive the Cargo if it fails to meet the quality parameters specified in section 7.8 of the Terminal Code or agreed between the Parties in accordance with provisions of section 5.18.6.
- 7.2.4 Within eighteen (18) hours of receipt of the Cargo Information Notice the Operator shall inform the Terminal User on acceptance or refusal to receive the Cargo. If the LNG quality parameters presented in the Cargo Information Notice are different from the LNG specification defined in the Terminal Code or agreed between the Parties in accordance with provisions of section 5.18.6, the Operator shall send feedback to the Terminal User on acceptance or refusal to receive such Cargo.
- 7.2.5 Should the Operator refuse to receive the Cargo due to inadequate quality parameters of LNG, the Terminal User shall be entitled to unload a Cargo at a different time agreed with the Operator, provided that such Cargo meets the quality parameters compliant with the Terminal Code.
- 7.2.6 If a Cargo has been unloaded which, according to the Certificate of Quantity, does not comply with the Cargo Information Notice (except for natural change of its composition during transport - so-called aging process), provisions of section 7.8.1 or arrangements between the Parties made in accordance with provisions of section 5.18.6, and the Operator had not expressly consented in advance and in writing to receive it as compliant with the Operator's requirements, the Terminal User shall incur the costs and any damage resulting from such fact and suffered by the Operator, in particular any penalties, compensations, reductions which third parties may demand from the Operator, any costs incurred in connection with bringing LNG or Gaseous Fuel to compliance with the required quality parameters and damage caused to the technical infrastructure of the Terminal.
- 7.3 Notice of Arrival
- 7.3.1 The Terminal User shall ensure that upon departure of the Tanker from the loading port and no later than twenty-four (24) hours of such departure, the Operator receives the Notification of the Loading Port Departure, in accordance with the specimen attached to the PLNGMOM_{LNG}, as well as all information concerning the Tanker which may affect the operations at the

Unloading Port.

- 7.3.2 The Terminal User shall ensure that irrespective of the notification of the Tanker arrival required under universally applicable laws, the Tanker captain or its agent shall notify the Operator by submitting the Notification of Arrival of the following: Tanker identification data, destination port, date and time of departure from the loading port and expected time of arrival at the Roadstead.
- 7.3.3 The Notification of Arrival shall be submitted seven (7) days before the arrival of the Tanker at the Roadstead at the latest. The Terminal User shall ensure the submission of notification of arrival at following time limits: ninety-six (96), seventy-two (72), forty-eight (48), twenty-four (24), twelve (12) and six (6) hours before arrival of the Tanker at the Roadstead.
- 7.3.4 The Terminal user shall ensure that the Operator receives, from the Tanker's captain, the information on any events and restrictions affecting the change of the time of Tanker's arrival at the Roadstead, particularly the information on change of arrival time within the following time limits:

Time of sending of the Notification of Arrival	Change of the Estimated Time of Arrival (ETA) requiring the update to the Notification of Arrival
7 days before arrival	12 hours
5 days before arrival	6 hours
96 hours before arrival	6 hours
72 hours before arrival	3 hours
48 hours before arrival	3 hours
24 hours before arrival	any change
12 hours before arrival	any change
6 hours before arrival	any change

- 7.3.5 The Terminal User shall ensure that the last Notification of Arrival is appended with information on the status of safety and operability of the Tanker by filling in relevant sections of the Notification of Arrival being an appendix to the PLNGMOM_{LNG}.
- 7.3.6 The notifications mentioned in section 7.3.1, section 7.3.3, shall be sent by email to notifications@polskielng.pl
- 7.3.7 The Terminal User shall obtain all necessary information concerning the access to the Port directly from the Harbor Master.

- 7.3.8 The Terminal User shall ensure that the Tanker captain submits to the Operator the Notice of Readiness within the Arrival Time Frames immediately after following conditions are met:
- 7.3.8.1 The Tanker arrives at the Roadstead of the Unloading Port,
 - 7.3.8.2 The Tanker receives consents required by the Port Regulations and Terminal Code to enter the Port and approach the Terminal Unloading Berth,
 - 7.3.8.3 The Tanker receives consents from the ship owner, owner of the transported Cargo and from the Terminal User to commence LNG unloading,
 - 7.3.8.4 The Tanker is ready to perform the Port entry procedure and to approach the Unloading Berth and unloading LNG.
 - 7.3.8.5 The Tanker shall meet the requirements of the International Ship and Port Facility Security Code (ISPS Code) and Polish Act on protection of navigation and sea ports (Journal of Laws of 2008, No. 171, item 1055, as amended).
- 7.3.9 The Notice of Readiness shall be received by the Operator on any day and at any time.
- 7.3.10 If the time of submission of the Notice of Readiness is within the agreed Arrival Time Frames and no limitations occurred which prevent the Tanker to unload the LNG at time determined in accordance with the Terminal Code and the Terminal User does not expressly protest otherwise, the Operator shall immediately grant its consent to receive the Tanker at the Unloading Berth to the Terminal User and to the Harbor Master. The consent for entry of the Tanker into the Port, including the approach to the Unloading Berth shall be granted by the Świnoujście Harbor Master.
- 7.3.11 The time for Operator's granting of the consent to receive the Tanker at the Unloading Berth mentioned in section 7.3.10, shall be extended in the event of: (i) Force Majeure, (ii) Emergency Situation and (iii) Unfavorable Conditions, by the duration of a given cause and time essential for removal of potential obstacles in unloading.
- 7.3.12 The Operator shall consent to receive the Tanker at the Unloading Berth taking into account the technical possibility to receive the Cargo at the Terminal, performance of the Regasification Contract, provision of the Terminal Code and supplemental documents specified in section 2.6.1.
- 7.3.13 In the event of submission of the Notice of Readiness to the Operator within similar time limits by a larger number of Tankers, the precedence shall be taken by the Tanker which arrived or the arrival of which is planned within the Arrival Time Frames.
- 7.3.14 If the Notice of Readiness was submitted to the Operator before the Arrival Time Frames and if the Terminal User does not expressly oppose, the Operator shall give its consent to the Tanker captain and Harbor Master to

receive the Tanker at the Unloading Berth as soon as possible, as long as it does not collide with unloading of Tankers of other Terminal Users, however not later than at 0:00 of the first day of Arrival Time Frames established for such Tanker.

- 7.3.15 If several Tankers submit Notice of Readiness during their assigned Arrival Time Frames or earlier and due to Unfavorable Conditions the arrival at the Unloading Berth does not take place, then after the Unfavorable Conditions cease, the Operator shall give its consent to receive the Tankers at the Unloading Berth according to the order of their respective Arrival Time Frames.
- 7.3.16 If the Notice of Readiness is submitted to the Operator after the expiry of the Arrival Time Frames or if the limitations on the part of the Terminal User, Unfavorable Conditions or other circumstances prevent the Tanker from unloading within time limits conforming to the Terminal Code, the Operator shall submit to the Terminal User, Tanker captain and Harbor Master its consent to receive the Tanker at the Unloading Berth as soon as possible, with consideration of technical capabilities of receiving the Cargo at the Terminal and performance of the Operator's contractual duties, in particular giving the priority to those Tankers which arrived or the arrival of which is planned within their assigned Arrival Time Frames. The Operator may render the consent to receive the Tanker dependent on the Terminal User's purchase of additional Separated Services including additional Contracted Capacity or additional Process Storage or upon Parties' modification of the Process Storage Program.
- 7.3.17 If two Tankers submit the Notice of Readiness after the Arrival Time Frames assigned to them, the Operator shall give its consent to receive the Tanker with application of section 7.3.16, whereby the priority should be given to the Tanker which first submits the Notice of Readiness to the Operator.
- 7.3.18 If LNG unloading from the Tanker is interrupted due to causes attributable to the Operator and the Tanker resubmitted the Notice of Readiness, the Operator shall submit to the Terminal User, Tanker captain and Harbor Master its consent to receive the Tanker at the Unloading Berth as soon as possible. The Operator may render the consent to receive the Tanker dependent on the Terminal User's purchase of additional Separated Services including additional Contracted Capacity or additional Process Storage or upon Parties' modification of the Process Storage Program.
- 7.3.19 The Tanker shall arrive at the Port observing all applicable provisions of law, including Port Regulations. The Terminal User shall ensure, without any costs for the Operator, that the Tanker obtains all required consents and permits related to the arrival of the Tanker at the Port and use of port infrastructure, including the LNG unloading jetty in Świnoujście and mooring infrastructure.
- 7.3.20 The Terminal User shall ensure, at its own risk and expense, the assistance of fire fighting vessels, tugboats, pilots, mooring and unmooring operations

required for the Tanker. The Terminal User shall be liable towards the Operator for the technical condition, activities and safety of the Tanker in the Port.

7.3.21 The Terminal User shall ensure the Tanker's arrival at the Port, mooring next to the LNG unloading jetty in Świnoujście (on which the Unloading Berth is located), as well as performance of all other activities specified in the provisions of law and Terminal Code preceding granting of the consent for connection of unloading arms by the Tanker captain within twelve (12) hours of Operator's granting of the consent to receive the Tanker at the Unloading Berth.

7.4 Activities preceding the unloading:

7.4.1 After the arrival at the Unloading Berth and prior to commencement of LNG unloading, the Tanker captain and Operator's representative shall perform the following activities:

7.4.1.1 they arrange the communication methods and rules between the Operator and the Tanker captain,

7.4.1.2 they fill in and sign the Ship Shore Safety Check List - SSSCL, compliant with the form available at a given time available at the Operator's website,

7.4.1.3 they arrange the unloading program (hereinafter referred to as "**unloading program**") including in particular: Cargo, connection and disconnection of unloading arms, unloading rate, ballasting procedure, emergency shutdown of the unloading operations. The unloading program complies with the form available on the Operator's website and applicable at a given time,

7.4.1.4 they arrange the manner of response in case of emergencies.

7.4.2 The LNG unloading from the Tanker cannot commence before:

7.4.2.1 arrangement and signing of all rules of safe unloading by the Tanker captain and Operator's representative mentioned in section 7.4.1;

7.4.2.2 obtaining the consents stipulated in the provisions of law and required for commencement of LNG unloading and Terminal User's obtaining of a permit and consent from competent administrative authorities, including the customs and fiscal authorities, for performance of unloading and regasification operations in connection with transport or import of LNG. The Terminal shall reimburse to the Operator all damage and the costs incurred by the Operator in connection with lack of such permits or consents;

7.4.2.3 obtaining of the Operator's consent for commencement of unloading.

7.4.3 The Terminal User shall ensure that immediately after completion of activities defined in section 7.4.1, section 7.4.2.1 and section 7.4.2.2, the Tanker captain informs the Operator on readiness to connect unloading

- arms.
- 7.4.4 After obtaining the information from the Tanker captain on readiness to connect unloading arms, the Operator shall immediately grant the consent for connection of unloading arms.
- 7.4.5 The Terminal User and Operator shall ensure that the procedure of connection of the Operator's unloading arms and Tanker unloading equipment does not exceed three (3) hours of obtaining the consents mentioned in sections 7.4.3 and 7.4.4
- 7.4.6 The Terminal User shall ensure that the Tanker captain reports readiness to commence LNG unloading within two (2) hours of connection of unloading arms.
- 7.4.7 After obtaining the Tanker captain's notice of readiness to commence LNG unloading, the Operator shall issue, within thirty (30) minutes, the permission for LNG unloading from the Tanker.
- 7.5 Unloading activities and safe berthing of the Tanker.
- 7.5.1 The unloading shall be performed in accordance with the unloading program established in accordance with section 7.4.1.3.
- 7.5.2 The Terminal User shall ensure that the operation of LNG unloading from the Tanker is completed within the Unloading Time Frames of thirty-six (36) hours and commencing at the moment of issue of the permission for unloading by the Operator, as described in section 7.4.7.
- 7.5.3 The Unloading Time Frames shall be extended in the event of: (i) Force Majeure, (ii) Emergency Situation and (iii) Unfavorable Conditions by the duration of a given cause and time necessary for removal of potential obstructions in the unloading process.
- 7.5.4 During berthing, the Tanker shall be provided with adequate marking, in accordance with requirements resulting from applicable provisions of law.
- 7.5.5 During the berthing of the Tanker at the Unloading Berth:
- 7.5.5.1 the crew number on the Tanker shall be such as to ensure immediate maneuvering and fire fighting capacity of the Tanker,
- 7.5.5.2 deck watch shall be arranged to supervise that the unloading is carried out correctly and to provide fire monitoring on the Tanker.
- 7.5.6 The Operator shall be entitled to refuse to receive the Tanker at the Unloading Berth, stop the process of unloading LNG from the Tanker or demand departure of the Tanker from the Unloading Berth in the event of:
- 7.5.6.1 violating by the Tanker the Port Regulations, provisions of law in the scope of safety, fire protection or environmental protection regulations, violation of provisions of the PLNGMOM_{LNG}, as well as in the event of violation of any regulations regarding berthing and unloading that had

- been agreed with the Operator, in particular those defined in section 7.4.1,
- 7.5.6.2 lack of actual readiness of the Tanker for LNG unloading despite submitting the Notice of Readiness by the Tanker captain or reporting readiness for commencement of LNG unloading;
 - 7.5.6.3 if LNG in the Tanker does not meet the quality parameters defined in section 7.8 or those agreed based on section 5.18.6;
 - 7.5.6.4 occurrence of an Emergency Situation or a Force Majeure event;
 - 7.5.6.5 failure of unloading equipment on the Tanker or unloading arms of the Terminal, particularly finding any leakages in such equipment,
 - 7.5.6.6 strike affecting correct operation of the Terminal,
 - 7.5.6.7 Operator's undertaking of actions aimed at ensuring safety of persons and property present at the Unloading Berth,
 - 7.5.6.8 occurrence of Unfavorable Conditions preventing or obstructing safe entry to the Port, towing and/or mooring of the Tanker, safe unloading of LNG from the Tanker, unmooring and/or towing the Tanker away and departure of the Tanker from the Port, the occurrence of which was officially found and communicated by the Operator or Tanker captain, i.e. in particular:
 - 7.5.6.8.1 wind speed exceeding 12.5 m/s,
 - 7.5.6.8.2 occurrence of a fire on the Tanker during LNG unloading,
 - 7.5.6.8.3 occurrence of a fire at the Terminal during LNG unloading,
 - 7.5.6.8.4 exceeding of the operating range of unloading arms (activation of ESD 1 and activation of ESD 2),
 - 7.5.6.9 finding of flagrant non-conformities against the arrangements set out in the Ship Shore Safety Check List (SSSCL) or occurrence of other circumstances posing a hazard to Tanker or Terminal safety.
 - 7.5.7 The LNG unloading operations (Unloading Time Frames) shall be completed when the connections of the Tanker's unloading equipment and Unloading Berth's unloading arms become disconnected and the Operator immediately issues the permission to the Tanker captain to depart from the Unloading Berth.
 - 7.5.8 If due to causes not attributable to the Terminal User, the LNG unloading operation exceeds the Unloading Time Frames and such exceeding occurs as a result of Force Majeure or occurrence of Unfavorable Conditions, the Terminal User shall be entitled to stop the LNG unloading operation. In such situation, the Terminal User shall be entitled to unload LNG at another time agreed with the Operator.
 - 7.5.9 If the Tanker is forced to leave the Unloading Berth prior to completing LNG unloading, its second arrival at the Unloading Berth requires the

performance of all duties resulting from the Terminal Code specified in section 7.4.

- 7.5.10 The Operator and Terminal User shall organize a meeting which shall take place before disconnection of the unloading arms with the purpose to evaluate the entire LNG unloading operation and to agree and sign cargo documentation.
- 7.5.11 After the meeting mentioned in section 7.5.10, depending on the assessment of the entire LNG unloading operation, the Operator may take one of the following decisions:
- 7.5.11.1 leave the Tanker approval without changes,
 - 7.5.11.2 withdraw the decision on granting approval to the Tanker in the situations specified in the LNG Carrier Approval Procedure for Świnoujście described in section 7.10.2.
- 7.5.12 The departure of the Tanker from the Unloading Berth and from the LNG unloading jetty in Świnoujście shall take place immediately, however not later than within six (6) hours of completion of LNG unloading.
- 7.5.13 The documents proving the Cargo on the Tanker and Unloaded Quantities of LNG shall be prepared in accordance with provisions of section 7.9.
- 7.6 Rights concerning the LNG and transfer of risk.
- 7.6.1 The Terminal User shall ensure that it holds the right to administer the Cargo and Unloaded Quantity of LNG, particularly to transfer the LNG to the Operator after unloading, for regasification and performance of other services covered by the Regasification Contract or Regasification Order.
- 7.6.2 The Parties hereby agree that all risks related to unloaded LNG following the delivery of LNG to LNG Supply Point shall be transferred to the Operator according to Incoterms 2010 DDP.
- 7.7 Use of port infrastructure.
- 7.7.1 During the berthing of the Tanker at the Unloading Berth and LNG unloading jetty in Świnoujście, as well as during Tanker mooring and unmooring maneuvers and during its navigation on the fairway to the Świnoujście External Port, in accordance with applicable Port Regulations, constant assistance of a fire fighting vessel suitable for fighting fires on the Tanker which shall be arranged at the cost and risk of the Terminal User.
- 7.7.2 The Terminal User shall cover all costs of stay of the Tanker in the Unloading Port determined in accordance with applicable provisions of law, particularly the tonnage and berthing fees.
- 7.7.3 If the Tanker is present at the Unloading Berth without the Operator's consent or after the Operator has issued the instruction to the Tanker to depart from the Unloading Berth, the Terminal User shall cover all costs and

damage resulting from such fact and incurred by the Operator or third parties in accordance with provisions of section 14, and in the event of damage to the Unloading Berth, it shall reimburse all costs incurred in connection with restoring normal operation of the Terminal, as well as the damage to the Terminal's technical infrastructure, including the Unloading Berth, as well as any compensations, reductions potentially paid out or granted by the Operator that could be demanded from the Operator by third parties.

7.8 LNG quality parameters.

7.8.1 The Terminal User delivers LNG with quality parameters set out in sections 7.8.2 - 7.8.4 to the Terminal for regasification.

7.8.2 The quality parameters of the LNG delivered to the Terminal shall be within the range indicated in the table below:

Component	Range of permissible values of LNG quality parameters
C1 (%mol)	87- 95.4
C2 (%mol)	3.2 – 8.37
C3 (%mol)	0 - 3
iC4+nC4 (%mol)	0 – 1.2
nC5 (%mol)	0 – 0.23
N2 (%mol)	1.4 – 0.2
Density at -159.8°C (kg/m ³)	442-470

7.8.3 The content of other components such as hydrogen sulfide, total sulfur, mercaptan sulfur and mercury in the regasified LNG must comply with the provisions of the TNC.

7.8.4 The Operator shall ensure that Gaseous Fuel received as a result of regasification of LNG delivered to the Terminal in accordance with provisions of section 5.18.6 shall meet the criteria specified in the TNC, in particular:

7.8.4.1 Gross calorific value: from 11.222 kWh/m³ (40.40 MJ/m³) to 12.5 kWh/m³ (45 MJ/m³),

7.8.4.2 Wobbe number: from 14.444 kWh/m³ (52 MJ/m³) to 15.555 kWh/m³ (56 MJ/m³).

7.9 Determining the quantity of unloaded LNG and Certificate of Quantity.

7.9.1 The measurement of LNG unloaded from the Tanker shall be carried out with the use of Custody Transfer Measurement System - CTMS, installed on the Tanker. The measuring equipment installed on the Tanker shall have valid certificates of classification societies.

7.9.2 The unloaded LNG quantity shall be determined by the Surveyor selected by the Terminal User from the list indicated on the Operator's website. The costs of Surveyor's activities shall be shared in equal parts by the Operator and Terminal User. The Surveyor shall participate in all measurements

- performed on the Tanker, in sampling and chromatographic analysis at the Operator's laboratory onshore.
- 7.9.3 The Surveyor shall prepare a Certificate of Quantity binding upon the Parties that shall state the Unloaded Quantity of LNG (expressed in units of energy – kWh) in reference conditions compliant with the TNC, i.e. gas volume at 0^o C and gross calorific value at 25^oC, based on the data from measurement performed on the Tanker and from chromatographic analysis performed in accordance with the provisions of section 7.10.11. The Certificate of Quantity shall also specify the volume of Unloaded Quantity of LNG (expressed in units of volume - m³) and quality parameters of the Unloaded Quantities of LNG. The Certificate of Quantity shall constitute the basis for quantity and quality billing of Unloaded Quantities of LNG between the Operator and the Terminal User, subject to provisions of section 7.10.2.
- 7.9.4 At the request of the Terminal User, the Certificate of Quantity may contain also the information concerning the Unloaded Quantities of LNG determined by application of other parameters than those specified in the Terminal Code, enabling the billing between the Terminal User and LNG supplier, provided that the costs of application of these parameters are fully covered by the Terminal User.
- 7.9.5 During the measurements, representatives of the Operator and Terminal User should be present.
- 7.9.6 The Surveyor shall be responsible for supervision over correct performance of LNG quality and quantity measurements.
- 7.9.7 The Terminal User shall be liable towards the Operator for correct performance of the Surveyor's duties.
- 7.9.8 The Operator and Terminal User shall jointly witness the Cargo measurements onboard the Tanker, before and after LNG unloading (among others, measurement of draft, roll and pitch, level, temperature and pressure in the Tanker's tanks), in accordance with provisions of section 7.10.
- 7.9.9 The Certificate of Quantity shall be signed by the Surveyor, representative of the Terminal User, representative of the Operator and by the Tanker captain. The Operator, Terminal User and LNG supplier shall each receive at least one copy of the Certificate of Quantity.
- 7.9.10 If the Surveyor finds that the representative of the Terminal User is absent during the Cargo inspection and unless the Parties agreed otherwise, the Certificate of Quantity shall be deemed approved without the need to obtain the signature of the Terminal User.
- 7.9.11 Should the Terminal User or Operator challenge the contents of the Certificate of Quantity, the objection in this respect should be raised before signing of the Certificate of Quantity and officially recorded in a memorandum of understanding prepared by the Surveyor or within three (3) days of signing of the Certificate of Quantity, appending at the same time the

documents or materials to support the objection. In the event of failure to supply the materials in accordance with this section, the objection shall be deemed to be non-submitted, while the Certificate of Quantity prepared by the Surveyor shall be binding upon the Party.

- 7.9.12 The Operator and Terminal User shall establish in writing, within seven (7) days of the date of objection, the Unloaded Quantity of LNG which shall be binding upon the Parties. Otherwise the Party raising the objection may submit the dispute in this scope for settling by the Court. Until the time of valid settling of the dispute by the Court, the Unloaded Quantity of LNG binding upon the Parties shall be the one indicated in the Certificate of Quantity prepared by the Surveyor.
- 7.9.13 In the event it is impossible for the Operator, Terminal User and Surveyor to agree on the new content of the Certificate of Quantity within (three) 3 days of expiry of the time limit set out in accordance with section 7.9.12, the content of the Certificate of Quantity shall be determined by a common court with territorial competence for the Operator's registered office.
- 7.9.14 The quantity of LNG expressed in energy unit and received by the Operator at the Terminal and delivered by the Terminal User shall be calculated in accordance with the following formula:

$$E = V \times d \times H_m - V \times \frac{273,15}{273,15+T_v} \times \frac{P_v}{1013,25} \times 11,038 - K_{GF} \times 15,421$$

where:

- E Quantity of energy expressed in kWh, rounded up to whole kWh, delivered by the Terminal User and received by the Terminal Operator at the LNG Supply Point;
- V Volume of unloaded LNG expressed in m³ and rounded up to whole m³;
- d Density of LNG samples expressed in kg/m³ (kilogram per cubic meter) rounded up to one hundredth, determined in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook" and technical standard ISO 6578. Density for calculation of E value shall be calculated using the following formula:

$$d = \frac{\sum(X_i \times M_i)}{\sum(X_i \times V_i) - X_m \times \left[K_1 + \frac{(K_2 - K_1) \times X_n}{0,0425} \right]}$$

where:

V_i – molar volume of component "i" expressed in m³/kmol at temperature (T1) corresponding to average LNG temperature in LNG Tanker tanks directly before unloading expressed in Celsius degrees (°C) after rounding up to one (1) decimal place. The

value obtained by linear interpolation of relevant data to the sixth (6) decimal place in accordance with technical standard ISO 6578:1991.

Ki – volume adjustment expressed in $w\ m^3/kmol$ at temperature $T1$ obtained by linear interpolation of relevant data (following the conversion of temperature to $^{\circ}C$) rounded up to sixth (6) decimal place in accordance with technical standard ISO 6578: 1991,

Xn – X_i value for nitrogen,

Xm – X_i value for methane;

H_M The gross calorific value (referred to unit of mass) of liquid load expressed in kWh/kg, determined in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook" and technical standard ISO 6976 and rounded up to second (2) decimal place, determined for perfectly dry gas at temperature of $25^{\circ}C$ and absolute pressure of 101.325 kPa. Gross calorific value shall be calculated using the following formula:

$$H_m = \frac{\sum(X_i \times M_i \times H_i)}{\sum(X_i \times M_i) \times 3.6}$$

where:

X_i – molar percentage of component "i" determined in the chromatographic analysis of an LNG sample collected during unloading, rounded up to 4th decimal place;

M_i – particulate mass of component "i" expressed in kg/kmol in accordance with technical standard ISO 6976:2005;

H_i – gross calorific value (referred to unit of mass), expressed in MJ/kg. Value of H_i shall be determined for perfectly dry gas in reference conditions: temperature of $25^{\circ}C$ and absolute pressure of 101.325 kPa in accordance with technical standard ISO 6976:2005;

T_V Average vapor temperature in LNG tanker tanks immediately after unloading expressing in Celsius degrees ($^{\circ}C$) after rounding up to one (1) decimal place;

P_V Average absolute pressure of LNG vapor in the LNG tanker tanks directly after unloading, expressed in millibars, rounded up to whole millibar;

K_{GF} Mass of gas consumed for own purposes, measured during unloading, expressed in kilograms, rounded up to whole kilogram;

11.038 The value of **11.038** in the formula for **E** denotes the gross calorific value of clean (100%) methane expressed in kWh/m³, referred to unit of volume, determined for perfectly dry gas at reference temperature of $25^{\circ}C$ and absolute pressure of 101.325 kPa; The gross calorific value of gas vapor on the basis of volume

that returned to the ship;

- 15.421** The gross calorific value of gas vapor (adopted 100% methane) based on mass which was used for ship's own purposes.

7.10 The detailed principles of measurement of LNG quantity and quality parameters.

- 7.10.1 All LNG tanks present on the Tanker should be calibrated in accordance with ISO standards applicable in this respect and publication of GIIGNL "LNG Custody Transfer Handbook" by an independent body authorized to issue certificates. The certification body shall issue documents specifying: tank sounding tables and correction tables essential for calculation of the Cargo on the Tanker - i.e. in particular trim corrections, list corrections, shrinkage factor of material from which the Tanker tanks are made, as well as all other corrections for measuring equipment, essential for performance of relevant Cargo calculations.
- 7.10.2 Each LNG cargo tank should be equipped with two separate and mutually independent systems for liquid level measurement, i.e. main and auxiliary system operating based on different technical principles. The permissible measurement error for both systems should be within the range of plus/minus five (± 5) millimeters.
- 7.10.3 Each LNG tank on the Tanker should be equipped with at least five (5) devices for temperature measurement (1 for vapor, 4 for liquid). The measuring equipment in each tank should be arranged as follows:
- 7.10.3.1 one in the upper part of the tank (close to cover) in the compartment occupied by vapor before unloading;
- 7.10.3.2 one in the lower part of the tank (close to base) in the compartment occupied by LNG after unloading (heel);
- 7.10.3.3 three other at equal distances in the remaining part of the tank, occupied by LNG after loading.

The equipment thus arranged shall be used for measurement of liquid and vapor temperature in the Tanker tanks. The permissible measurement error for temperature measuring equipment should be within the range indicated in the table below:

Temperature range °C	Permissible error +/- °C
-165 to -145	± 0.2
-145 to +50	± 1.5

- 7.10.4 Each LNG tank on the Tanker should be equipped with a system for measurement of BOG (boil-off gas) absolute pressure. The permissible measurement error for the operating range from eight hundred (800) to one thousand four hundred (1400) millibar should be within the range of

plus/minus (\pm) one per cent (1%).

- 7.10.5 In the event of disparities in determination of the Unloaded Quantity of LNG based on the Tanker inspection and with the use of measuring equipment of the Terminal or if there is a justified doubt as to the correctness of calibration of Tanker tanks, the Operator may demand recalibration of Tanker tanks by the body jointly indicated by the Terminal User and Operator and to cancel the Tanker approval. If the results of recalibration do not confirm the reservations of the Operator, its costs shall be covered by the Operator provided that the Operator's representative was given possibility to witness the calibration activities.
- 7.10.6 If a justified suspicion arises that a change of any parameters of the Tanker tanks could occur, the Terminal User shall immediately notify the Operator of such fact to request the ship owner to recalibrate the tanks.
- 7.10.7 The Operator shall ensure the possibility for the Terminal User, LNG supplier and Surveyor to witness the chromatographic analysis of LNG composition at the Operator's laboratory onshore.
- 7.10.8 The Terminal User shall ensure the possibility for the Operator, LNG supplier and Surveyor to witness all measuring activities conducted on the Tanker in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook".
- 7.10.9 The Operator shall carry out mandatory sampling of LNG for each delivery according to the continuous sampling method compliant with the standard defined in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook".
- 7.10.10 The Operator shall provide the Terminal User and LNG supplier each with one container with LNG sample collected during unloading. The sample for LNG supplier shall be handed by the Operator to the Tanker captain.
- 7.10.11 The chemical composition of unloaded LNG shall be determined on the basis of laboratory tests of samples collected downstream the LNG Supply Point consisting in the chromatographic analysis performed in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook". The test shall be carried out by the laboratory within the premises of the Terminal
- 7.10.12 The Operator, immediately following the conclusion of the test, shall provide the result of the chromatographic analysis of chemical composition of unloaded LNG to the Surveyor and Terminal User.
- 7.10.13 The Operator shall ensure the possibility for the Terminal User, LNG supplier and Surveyor to inspect the technical documentation of measuring and testing equipment, as well as sampling system. The Operator or Terminal User shall provide the Surveyor with the right to inspect all current validation documents and calibration certificates of equipment allowing to conclude whether the testing and measurement methods comply with applicable standards. In the event of finding discrepancies between validation

documents and measuring equipment calibration certificates on the Tanker and at the Terminal, the Surveyor will have the right to raise objections against the measurement result.

7.10.14 LNG level measurements.

- 7.10.14.1 The LNG level measurements being the basis for calculation of volume of Unloaded Quantities of LNG, i.e. billing between the Parties, shall be carried out during the LNG unloading activities from the Tanker.
- 7.10.14.2 Two LNG level measurements in cargo tanks are being carried out: before and after the unloading operation.
- 7.10.14.3 The unloading arms during both measurements should be liquid free and the valves on flange connections (manifolds) of the Tanker and on the unloading arms of the Terminal should be closed.
- 7.10.14.4 The Tanker shall hold all necessary sounding tables (together with adjustment tables) in accordance with the requirements specified by classification society applicable to a given Tanker and in accordance with the publication "LNG Custody Transfer Handbook". The sounding tables and correction tables are submitted to the Surveyor during the meeting before commencement of the unloading operation.
- 7.10.14.5 The Operator shall require the application of liquid level measurement method in the Tanker tanks in accordance with the publication of GIIGNL "LNG Custody Transfer Handbook" and, in particular: the liquid level measurement should be carried out with accuracy of 1 millimeter (1 mm) in each Tanker tank using the main system for liquid level measurement. Should it prove impossible to read out the indication from the main measurement system, the secondary measurement system should be used. At least five (5) readouts of liquid level at possibly shortest intervals should be carried out (maximum of 20 s). The liquid level in a given tank should be adopted as the arithmetic average of all readouts with consideration of trim, list and temperature corrections. The trim and list measurement should be carried out simultaneously with the liquid level measurement. During the readout, the valves on tanks should be closed. No ship ballasting or bunkering operations or any LNG transfer operations may be carried out during measurement. The BOG supply line to the ship engine room should be closed.

7.10.15 Temperature measurements.

- 7.10.15.1 The measurement of average temperature of the liquid phase in each Tanker tank should be carried out directly before commencement of unloading, simultaneously with the measurement of liquid level, using only those devices which are fully immersed in LNG. The readout should be carried out with accuracy to one hundredth Celsius degree (0.01°C). The value adopted for given tank shall be the arithmetic average from all obtained readouts, rounded up to one (1) decimal place. The average temperature value for the entire liquid load shall be calculated with

accuracy to one (1) decimal place as the arithmetic average from all tanks.

7.10.15.2 The overall temperature measurement error should not exceed (half) 0.5 °C.

7.10.16 BOG vapor pressure measurement

7.10.16.1 The vapor pressure measurement in each Tanker tank should be conducted immediately after the completion of unloading, simultaneously with the measurement of liquid level. The measurement shall be carried out with accuracy to one millibar. The value of vapor pressure for the entire volume of gaseous phase in cargo tanks of the Tanker should be calculated as arithmetic average of measurements performed in all tanks. The value thus obtained shall be rounded up to 1 millibar and shall be adopted as the average gaseous phase pressure for the entire ship.

7.10.16.2 The manner of BOG vapor pressure measurement is defined in the standard indicated in the publication of GIIGNL "LNG Custody Transfer Handbook". The overall vapor pressure measurement error should not exceed one (1) per cent.

7.10.17 Measurement of LNG quality parameters

7.10.17.1 The process of collection and preparation of samples shall be carried out in accordance with the requirements set out in the standard indicated in the publication of GIIGNL "LNG Custody Transfer Handbook".

7.10.17.2 The Operator shall set out the LNG quality parameters based on the chromatographic analysis performed in accordance with the standard defined in the publication of GIIGNL "LNG Custody Transfer Handbook".

7.10.17.3 The LNG sampling is performed downstream the LNG Supply Point.

7.10.18 Determining gas density.

7.10.18.1 The gas density shall be determined in accordance with the standard indicated in the publication of GIIGNL "LNG Custody Transfer Handbook". The calculations shall be carried out in accordance with the formula for reference conditions specified in section 7.9.14.

7.10.19 Determining Gross Calorific Value.

7.10.19.1 The Gross Calorific Value of unloaded LNG shall be calculated in accordance with the standard indicated in the publication of GIIGNL "LNG Custody Transfer Handbook". The calculations shall be carried out in accordance with the formula for reference conditions specified in section 7.9.14.

8 PROCESS STORAGE

- 8.1 For each Terminal User, the Operator shall establish a Process Storage Program. The Operator shall establish the Process Storage Program for the period of a Regasification Year for long-term Regasification Services or for the period of rendering a short-term Regasification Service or spot Regasification Service in accordance with the Regasification Order.
- 8.2 Procedure for establishing the Process Storage Program:
- 8.2.1 for long term-Regasification Services:
- 8.2.1.1 The Operator shall submit to the Terminal Users the following documents: the preliminary proposal of the Process Storage Program, draft Process Storage Program, and approved binding Process Storage Program within respective time limits defined in the procedure to determine the Framework Schedule of Arrivals for long-term Regasification Services.
- 8.2.1.2 Until twenty seventh (27) September of the Regasification Year (Y-1), the Terminal User shall submit the comments on the draft Process Storage Program for the subsequent Regasification Year (Y) to the Operator.
- 8.2.2 For short-term Regasification Services and spot Regasification Services, the Operator shall submit the draft Process Storage Program and the approved final Process Storage Program to the Terminal Users within respective time limits specified in the procedure to determine the Framework Schedule of Arrivals for short-term Regasification Services or spot Regasification Services.
- 8.2.3 Should such necessity arise, the Operator shall submit the updated Process Storage Program to the Terminal User by the twelfth (12) day of Gas Month M-1.
- 8.3 The Operator shall establish the Process Storage Program so that for each Cargo defined in the Framework Schedule of Arrivals, the time of Process Storage expressed with the number of Gas Days is assigned, during which the Terminal User is entitled to store respective batches of LNG from a given Cargo in the Terminal tanks. The Terminal User shall be obligated, by submitting relevant Nominations and ordering loading to LNG Trucks, to ensure that the quantity of LNG left in the Terminal tanks from the Unloaded Quantity of LNG for each Gas Day of Process Storage will not be higher or lower than the quantity defined in the Process Storage Program.
- 8.4 The Operator shall define the Process Storage Program with consideration of the following rules:
- 8.4.1 Ensuring the possibility of LNG unloading from subsequent Tankers, in accordance with the Schedule of Arrivals of individual Terminal Users, with

- consideration of the capacity of the Terminal tanks,
- 8.4.2 ensuring the compliance of the Process Storage Program with the Operator's commitments towards Terminal Users, in accordance with the provisions of the Terminal Code, Regasification Orders, Framework Schedule of Arrivals and Regasification Contract,
 - 8.4.3 taking into account Framework Schedule of Arrivals and Monthly Schedule of Arrivals
 - 8.4.4 taking into account LNG quantities left from the Unloaded Quantities of LNG in the previous Regasification Year, present on the date of commencement of a given Regasification Year at the Terminal,
 - 8.4.5 ensuring safe functioning of the Terminal by maintaining process reserve in the Terminal (minimum LNG quantity in the tanks constituting a process buffer of the Terminal),
 - 8.4.6 optimal use of the Terminal Capacity.
 - 8.4.7 ensuring that the receipt of LNG quantity defined in the Process Storage Program from the Cargoes shall be carried out with capacity not exceeding the Contracted Capacity and not lower than the Minimum Regasification Capacity, subject to section 8.4.8.
 - 8.4.8 possibility of releasing the Terminal User on specific Gas Days from the duty to maintain the Minimum Regasification Capacity.
 - 8.4.9 ensuring that the Terminal User will regasify the Cargoes from a given Tanker until the commencement of subsequent Tanker of a given Terminal User.
- 8.5 In the Process Storage Program, the Operator shall define the following:
- 8.5.1 minimum LNG quantities of a given Terminal User that may remain in the Terminal tank during each Gas Day of the Process Storage from Cargoes of a given Terminal User;
 - 8.5.2 maximum LNG quantities of a given Terminal User that may remain in the Terminal tank during each Gas Day of the Process Storage from Cargoes of a given Terminal User;
- 8.6 In order to perform the Process Storage Programs defined for all Terminal Users until 8:00 AM in Gas Day D-1, the Operator shall define for each Terminal User:
- 8.6.1 minimum average daily Nomination value that the Terminal User is entitled to submit on the Gas Day D, so as to meet the Process Storage criteria defined in accordance with section 8.5;
 - 8.6.2 maximum average daily Nomination value that the Terminal User is entitled to submit on the Gas Day D, so as to meet the Process Storage criteria defined in accordance with section 8.5;

- 8.7 The Process Storage Program shall be binding upon the Parties and may be amended by the Operator for individual Cargoes or Unloaded Quantities of LNG irrespective of the changes and time limits defined in section 8.2.3, in the event of:
- 8.7.1 Emergency Situation, Force Majeure event or Unfavorable Conditions or introduction of restrictions by the TSO or the Operator;
 - 8.7.2 difference between the LNG quantity indicated in the Certificate of Quantity differs significantly from the Cargo size.
- 8.8 In the event that the existing Terminal Capacity were to allow for extension of the Process Storage, the Operator shall provide a service to the Terminal User consisting in Prolonged Process Storage of specific LNG quantities of the Unloaded Quantities of LNG. This service shall be provided in accordance with provisions of section 5.17.4 or section 5.21.
- 8.9 If the Terminal User stored the Unloaded Quantities of LNG at the Terminal for the time longer than specified in the Process Storage Program, the Operator shall charge a relevant fee from the User in accordance with the Tariff.
- 8.10 The provisions of section 8 shall apply accordingly to the Unloaded Quantities of LNG.

9 REGASIFICATION

9.1 Minimum Regasification Capacity, Average Regasification Capacity and Contracted Capacity.

9.1.1 For each Terminal User using the Regasification Services, the following shall be established:

9.1.1.1 for long-term Regasification Services: Contracted Capacity, Average Regasification Capacity and Minimum Regasification Services with breakdown into respective Regasification Years covered by the Regasification Order,

9.1.1.2 for short-term Regasification Services: Contracted Capacity and Average Regasification Capacity with breakdown into respective Gas Months covered by the Regasification Order,

9.1.1.3 for spot Regasification Services: Contracted Capacity and Average Regasification Capacity for the period of provision of spot Regasification Service in accordance with the Regasification Order.

9.1.2 The Average Regasification Capacity constitutes:

9.1.2.1 the quotient of the sum of LNG Cargoes in a given Regasification Year for long-term Regasification Services and number of hours in a Regasification Year;

9.1.2.2 quotient of the sum of LNG Cargoes in the period of provision of Regasification Services for short term Regasification Services or spot Regasification Services and the number of hours in the period of provision of Regasification Services.

9.1.3 The Average Regasification Capacity established for long-term Regasification Services shall be updated each year with consideration of the Regasification Order in force for the given Regasification Year (Y) and Terminal User, as well as the LNG Cargoes scheduled for delivery to the Terminal in the Regasification Year (Y). The Operator defines the value of the Average Regasification Capacity for each Terminal User for subsequent Regasification Year (Y) by adequately modifying the Regasification Order in the manner defined in section 5.16.7.

9.1.4 For each Terminal User, the Contracted Capacity shall be at least equal to the Average Regasification Capacity set for such user.

9.1.5 In order to prevent Contracted restrictions if performance of all Regasification Order and submitted applications for allocation of Terminal Capacity (including Contracted Capacity) is deemed impossible, the Operator may set forth, by thirtieth (30th) September of the Regasification Year (Y-1) a correction coefficient to determine the Contracted Capacity for subsequent Regasification Year (Y), higher or equal to one (1). The Contracted Capacity for long-term Regasification Services shall then be determined as the

product of the correction coefficient and Average Regasification Capacity. The correction coefficient shall be published on the Operator's website. The actions taken by the Operator in the said manner shall in no situation restrict the Terminal User's right to use its Average Regasification Capacity. The change of the Regasification Order performed in accordance with the provisions of this section does not need to be made in writing and is effected by delivery of the Operator's statement to the Terminal User. Provisions of section 5.16.7 shall apply accordingly.

- 9.1.6 The Operator shall determine, for the Terminal Users using the long-term Regasification Services, the Minimum Regasification Capacity for each Regasification Year in which a given Regasification Order is in force, amending in this scope the Regasification Order of a given Terminal User in the manner described in section 5.16.7. The Minimum Regasification Capacity is established for a given Terminal User as the product of 946,337 kWh/h and quotient of the Average Regasification Capacity assigned to a given Terminal User and sum of the Average Regasification Capacity of all Terminal Users using long-term Regasification Services.

$$Q_{min_i} = \frac{Q_{si}}{\sum_{i=1}^n Q_{si}} \times 946\,337$$

Q_{min_i} Minimum Regasification Capacity of i-th Terminal User [kWh/h]

Q_{si} Average Regasification Capacity of i-th Terminal User using long-term Regasification Services [kWh/h]

n number of Terminal Users using long-term Regasification Services

whereby the LNG quantities delivered by the Terminal User using long-term Regasification Services in a given Regasification Year must ensure maintaining the Minimum Regasification Capacity specified in the Regasification Order for that Regasification Year, unless the Operator sets these quantities at a lower level.

- 9.1.7 The Operator establishes the forecast Minimum Regasification Capacity in the Regasification Order, taking into account the concluded Regasification Orders for long-term Regasification Services and LNG Cargoes planned for delivery to the Terminal. The Minimum Regasification Capacity shall be updated annually with consideration of the Regasification Orders in force for the given Regasification Year (Y) for long-term Regasification Services and the LNG Cargoes scheduled for delivery to the Terminal in the Regasification Year (Y). The Operator shall establish the forecast value of the Minimum Regasification Capacity for respective Terminal Users for subsequent Regasification Year (Y) until 25th of July of the year preceding the Regasification Year (Y-1). The Minimum Regasification Capacity binding upon the Parties shall be established by the Operator in the Framework Schedule of Arrivals.

- 9.1.8 If the Unloaded Quantity of LNG, frequency of Tanker arrivals and quantity of Gaseous Fuel defined in the Nominations do not allow for maintaining the Minimum Regasification Capacity established for a given Terminal User, the Terminal User shall cover all damage and costs resulting from such circumstances, particularly resulting from the necessity to restrict or cease the operation of the Terminal or restarting Terminal operation, including the costs of LNG purchase, compensations, reductions which the Operator would be obligated to grant in such situation, all costs incurred in connection with restoration of correct operation of the Terminal and damage caused to technical infrastructure of the Terminal.
- 9.2 Nominations at the Exit Point_{TSO} – general regulations.
- 9.2.1 For performance of the Regasification Contract, the Terminal User shall declare the quantities of Gaseous Fuel in the Nomination that shall be delivered to the Exit Point_{TSO}. The Nominations may be modified using a Re-nomination procedure.
- 9.2.2 The Nominations shall be submitted to the Operator in daily cycles.
- 9.2.3 The Gaseous Fuel quantities provided in Nominations and Re-nominations are expressed in kWh in natural numbers.
- 9.2.4 The quantities of Gaseous Fuel defined in the Nominations and Re-nominations shall be determined so that a specified part of Unloaded Quantity of LNG is regasified and transferred to the Exit Point_{TSO} in accordance with the Process Storage Program, maintaining the Contracted Capacity and ensuring the Minimum Regasification Capacity.
- 9.2.5 Nominations and Re-nominations submitted by the Terminal User should take into account the Repair Works defined by the Operator in accordance with section 16 and limitations and suspensions enforced by the Operator in the Terminal in accordance with the provisions of the Terminal Code or entered by the TSO in the Transmission System in accordance with the TNC.
- 9.2.6 Nominations and Re-nominations and information about their approval are submitted in accordance with the rules defined in section 18.
- 9.3 Nominations at the Exit Point_{TSO} – specific regulations.
- 9.3.1 The Terminal User shall submit the Nomination to the Operator by 2:00 p.m. of a Gas Day preceding the Gas Day to which the Nomination pertains.
- 9.3.2 If the Terminal User submits more than one Nomination in the period mentioned in section 9.2.5 above, the Operator shall recognize only the last received Nomination.
- 9.3.3 The Nominations submitted by the Terminal User should take into account the Process Storage Program and enable LNG unloading from the subsequent Tanker, at the same time not exceeding the Contracted Capacity

- and maintaining the Minimum Regasification Capacity, with consideration of the Terminal tanks' capacity.
- 9.3.4 The Nominations shall specify the quantities of Gaseous Fuel sent to the Exit Point_{TSO} for each hour of a Gas Day for which the Nomination is submitted.
- 9.3.5 The Operator may refuse to approve a Nomination submitted by the Terminal User for the following reasons:
- 9.3.5.1 absence of Unloaded Quantities of LNG of a given Terminal User
 - 9.3.5.2 the hourly quantities of Gaseous Fuel defined in the Nomination exceed the Contracted Capacity,
 - 9.3.5.3 the hourly quantities of Gaseous Fuel defined in the Nomination are lower than the Minimum Regasification Capacity or there exists a risk that the Nominations on subsequent Gas Days, due to LNG level in the Terminal tanks, considering the Schedule of Arrivals, shall be lower than the Minimum Regasification Capacity, subject to provisions of section 8.4.8,
 - 9.3.5.4 hourly quantities of Gaseous Fuel declared in the Nomination do not take into account the restrictions set by the Operator or TSO, Repair Works or an Emergency Situation,
 - 9.3.5.5 The quantity of Gaseous Fuel in the Nomination, with consideration of the Unloaded Quantities of LNG stored in the Terminal tanks, does not allow to observe the Process Storage Program,
 - 9.3.5.6 the submitted Nomination does not take into account the provisions of section 9.6 or other provisions of the Regasification Contract or Terminal Code.
- 9.3.6 The Operator shall submit the information on approval of the Nomination to the Terminal User by 4:00 p.m. of the Gas Day preceding the Gas Day to which the Nomination pertains. The approved Nomination shall become a valid Nomination.
- 9.3.7 In the event of non-approval of the Nomination by the Operator or Terminal User's failure to submit a Nomination, the Operator may define a Nomination for the Terminal User specifying the quantity of gaseous fuel in accordance with the requirements defined in section 9.3.5. The Operator shall inform the Terminal User on the Nomination defined in accordance with this section by 4:00 p.m. and this shall become the valid Nomination.
- 9.3.8 If the TSO informs the Operator about the lack of possibility of transmission of the quantities of Gaseous Fuel specified in an approved Nomination, the Operator shall immediately, but not later than within two (2) hours of receipt of such information, inform the Terminal User on the new approved Nomination agreed with consideration of the limitations in the Transmission System.
- 9.3.9 The Operator shall ensure that the approved Nomination is binding upon the

Operator and TSO.

- 9.4 Re-nominations at the Exit Point_{TSO} – specific regulations.
- 9.4.1 The Terminal User may re-nominate hourly quantities of Gaseous Fuel determined in the Nomination for a certain Gas Day approved by the Operator. The Re-nomination may be submitted between 4:00 p.m. on the Gas Day preceding the Gas Day the Re-nomination applies to and 03:00 a.m. on the Gas Day the Re-nomination applies to. The Re-nomination of hourly quantities of Gaseous Fuel may be submitted two (2) hours before the first hour for which the approved Nomination will be modified, at the latest.
- 9.4.2 The Re-nomination examination procedure starts at every full hour and lasts two (2) hours. The Operator will examine the last Re-nomination received before full hour.
- 9.4.3 In the Re-nomination examination procedure, relevant provisions of sections 9.3.2 - 9.3.9 shall apply.
- 9.4.4 The Operator shall notify the Terminal User on approval or non-approval of Re-nominations within two (2) hours of commencement of a given Re-nomination examination procedure, however not later than before commencement of the hour to which the Re-nomination pertains.
- 9.4.5 Non-approval of a Re-nomination may occur due to reasons listed in section 9.3.5.
- 9.4.6 In the event of non-approval of a Re-nomination by the Operator, the provisions of section 9.3.7 shall apply.
- 9.4.7 For approved Re-nominations, the provisions of section 9.3.8 – section 9.3.9 shall apply accordingly.
- 9.5 Allocation at the Exit Point_{TSO}.
- 9.5.1 The determination of the quantity of Gaseous Fuel (expressed in units of energy - kWh) transferred to the Terminal User at the Exit Point_{TSO} shall be carried out by the Operator.
- 9.5.2 The hourly quantities of Gaseous Fuel transferred to the Exit Point_{TSO} shall be adopted as the quantities defined in an approved Nomination or Re-nomination for a given Terminal User.
- 9.6 Ensuring LNG for the needs of the regasification process
- 9.6.1 For the purpose of regasification process of the Unloaded Quantities of LNG, the Terminal User shall be obligated to ensure a suitable quantity of LNG which shall be determined at the date of issue of a Certificate of Quantity as the product of Unloaded Quantities of LNG of a given Terminal User and LCR percentage ratio published on the Operator's website on the date of issue of the Certificate of Quantity.

- 9.6.2 The Quantities of LNG and Gaseous Fuel delivered to the Exit Points shall constitute a difference between the Unloaded Quantities of LNG and quantities defined in accordance with provisions of section 9.6.1.
- 9.6.3 The Operator shall determine the actual consumption of LNG to carry out the regasification process of Unloaded Quantities of LNG for the Terminal with breakdown into individual Terminal Users, taking into account, among others, the sum of Unloaded Quantities of LNG in a given Regasification Year, sum of LNG received by all Terminal Users, condition of Terminal Tanks and the Process Storage Program established for the following Regasification Year.
- 9.6.4 Until the last day of the second month of the Regasification Year Y+1, the Operator shall carry out final billing of the LNG quantities ensured for the regasification process in the Regasification Year Y for each Terminal User using long-term Regasification Services, short-term Regasification Services or spot Regasification Services, by determining the difference between the quantity of LNG defined in accordance with section 9.6.1 and actual consumption of LNG determined in accordance with section 9.6.3, so that:
- 9.6.4.1 if the quantity of LNG defined in accordance with section 9.6.1 shall exceed the quantity of LNG defined in accordance with section 9.6.3, the Operator shall agree with the Terminal User the date of receipt of the LNG (Gaseous Fuel) surplus until the end of the third month of a given Regasification Year Y+1, at the latest. The Terminal User shall be obligated to pay for the Regasification Service or Additional Service of the received LNG surplus.
- 9.6.4.2 if the quantity of LNG defined in accordance with section 9.6.1 is lower than the LNG quantity defined in accordance with section 9.6.3, the Terminal User shall be obligated to deliver the missing quantity of LNG or Gaseous Fuel within agreed time limit, until the end of the third month of a given Regasification Year Y+1 at the latest or to pay for the missing quantity of LNG at price equal to the arithmetic average TGEgasID price (index published by the Polish Power Exchange) in the Regasification Year Y based on an invoice for the regasification capacity balancing service, issued by the Operator. The Terminal User shall be obligated to submit to the Terminal Operator an information on the manner of billing thereby selected, within fourteen (14) days of obtaining information from the Operator on the necessity to make final billing of the LNG quantities ensured for the needs of the regasification process in the Regasification Year Y.
- 9.7 Transfer of risk.
- 9.7.1 Any risk related to Gaseous Fuel shall be transferred onto the Terminal User after the exit from the Terminal at the Exit Point.
- 9.8 Measuring equipment.

- 9.8.1 The Operator shall ensure the conformity of measuring equipment with the functional requirements concerning design, construction, commissioning and use of metering stations defined in the TNC.
- 9.8.2 The volume and quality parameter measurements of Gaseous Fuel shall be performed at the Exit Point_{TSO}.
- 9.8.3 The volume measurement of Gaseous Fuel shall be carried out with turbine and ultrasound meters, whereby the basis for determination of the volume of fuel delivered at the Exit Point_{TSO} shall be the indications of turbine gas meters, whereas the indications of the ultrasound gas meters are for verification purposes.
- 9.8.4 Flow computers (resolvers) used to measure volume or quantity of transmitted Gaseous Fuel operate according to standard winter time (UTC+1) for the overall Regasification Year.
- 9.8.5 The analyses of Gaseous Fuel composition and calculation of its calorific value shall be performed with the use of a process chromatograph.
- 9.8.6 The Gaseous Fuel Gross Calorific Value is determined by calculation method, based on the analysis of gas composition performed by a gas chromatograph in accordance with EN ISO 6976:2005.
- 9.8.7 Gross Calorific Value for the Exit Point_{TSO} shall be determined in accordance with the TNC.
- 9.8.8 Determination of hydrogen sulfide content, mercaptan sulfur and total sulfur is performed with the use of a process chromatograph.

10 RECEIPT OF THE UNLOADED QUANTITY OF LNG AFTER TERMINATION OF THE REGASIFICATION ORDER

- 10.1 The Terminal User shall be obligated to receive from the Terminal the entire Unloaded Quantity of LNG as of the day of termination of the Regasification Order for the specified Regasification Service or Regasification Contract concluded prior to *(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator)* If the Unloaded Quantity of LNG remaining in the Terminal could not be received in accordance with the applicable Process Storage Program due to occurrence of an Emergency Situation pertaining to the Terminal or an emergency situation in the meaning of the TNC pertaining to the Transmission System, the time in which the Terminal User is obligated to receive from the Terminal the Unloaded Quantity of LNG is extended by the duration of the Emergency Situation of the Terminal or the Emergency Situation of the Transmission System.
- 10.2 The Terminal User shall be obligated to submit relevant Nominations in order to receive the entire Unloaded Quantity of LNG.

11 ADDITIONAL SERVICE

- 11.1 The Operator provides an Additional Service for LNG reloading to LNG Trucks.
- 11.2 The Terminal User using the Regasification Services may report the demand for an Additional Service in the application for the Terminal Capacity allocation for the Regasification Service or in the application for the Terminal Capacity allocation for the Additional Service. The application for the Terminal Capacity allocation for the Additional Service may be submitted at any time. The Operator shall allocate the Additional Service in the Regasification Order.
- 11.3 The application for the Terminal Capacity allocation for the Additional Service in the form of reloading LNG to a LNG Truck.
- 11.3.1 The Terminal User, when submitting the application for Terminal Capacity allocation covering the Additional Service in the form of reloading LNG to the LNG Truck, attaches a Framework Schedule of Reloading for the LNG Truck, in accordance with the form available on the Operator's website.
- 11.3.2 The application for the Terminal Capacity allocation covering the Additional Service in the form of reloading LNG to the LNG Truck includes maximum five (5) percent of the Unloaded Quantity of LNG, unless the Operator offered an additional available capacity of the system for reloading to the LNG Truck.
- 11.4 In the case the Terminal User reports the demand for the Additional Service in the application for the Terminal Capacity allocation for the Additional Service, in order to allocate the Additional Service, the Operator shall apply the following procedure:
- 11.4.1 The application for the Terminal Capacity allocation for the Additional Service shall be submitted in writing to the address of the Operator specified in the Regasification Contract.
- 11.4.2 For allocation of the Additional Service, the Operator shall apply the principles specified in section 5.7, section 5.8, section 5.10 and section 5.12 respectively.
- 11.4.3 For verification of the application for the Terminal Capacity allocation for the Additional Service, provisions of section 5.16.2, section 5.18.1, section 5.18.3 and section 5.18.9 shall apply respectively.
- 11.4.4 If the submitted application includes mistakes or omissions, the Operator shall, no later than seven (7) days from the date of receipt of the application, call on the Terminal User to submit a correctly completed application or to supplement the application with the appropriate documents and information within seven (7) days from the date of receipt of such call, otherwise the application will not be examined.
- 11.4.5 The Operator shall inform the Terminal User on the result of examination of the application for the Terminal Capacity allocation for the Additional

- Service, by sending the revised draft Regasification Order within five (5) days from the date of receipt of a correct and complete application referred to in section 11.2, and the draft Framework Schedule of Reloading.
- 11.4.6 If the Terminal User does not report any objections to the contents of the draft Regasification Order or to the draft Framework Schedule of Reloading sent by the Operator, within three (3) Business Days from the receipt thereof, it shall be obligated to return to the Operator the approved, changed Regasification Order.
- 11.4.7 To conclude the Regasification Order for the Additional Service, provisions of section 5.20.9 shall apply respectively.
- 11.4.8 The correspondence concerning issues referred to in section 11.4.2 - section 11.4.6 shall be submitted in writing and in the form of electronic scans of relevant documents sent to the e-mail address indicated in the Regasification Contract. The correspondence shall be deemed delivered if it was introduced to electronic communication means in a manner enabling the recipient to get familiar with its content.
- 11.5 In the case the demand for the Additional Service is reported in the application for the Terminal Capacity allocation for the Regasification Service, then the Framework Schedule of Reloading shall be established in accordance with the procedure of establishing the Framework Schedule of Arrivals for a given Regasification Service specified in the Terminal Code.
- 11.6 Performance of the Additional Services in the form of LNG reloading to the LNG Truck.
- 11.6.1 The Framework Schedule of Reloading includes the quantity of LNG reloaded to the LNG Truck, with division into particular Gas Months, planned for the Regasification Year or the period of the Additional Service performance for the Terminal User. The User shall send the LNG Framework Schedule of Reloading to the Operator within 14 days in advance before the commencement of the Additional Service provision period. Within seven (7) days, the Operator shall approve or provide reasonable adjustments to the presented schedule.
- 11.6.2 The Terminal User shall report to the Operator the number of LNG Trucks, quantity of LNG reloaded to each of the LNG Trucks and daily quantity of reloaded LNG planned for the "W" week, with division into the individual Gas Days from Monday to Sunday in accordance with the Framework Schedule of Reloading and the Process Storage Program.
- 11.6.3 The Terminal User shall submit the notification referred to in section 11.6.2 to the Operator on each Thursday of the "W-1" week until 10:00 a.m.
- 11.6.4 The Operator shall provide the information on the notification approved by the Terminal User until Friday of the "W-1" week until 10:00 a.m, specifying the time frames of each reloading to LNG Trucks in the individual Gas Days

and the quantity of the reloaded LNG.

- 11.6.5 The Terminal User shall send the LNG reloading notification until 1:00 p.m. of the day preceding the Gas Day on which LNG is to be reloaded to LNG Trucks, including, according to the "Checklist of the driver and LNG tanker", details of the carrier, driver, tanker, tractor and the required quantity of LNG reloaded to LNG Trucks, in accordance with the approved weekly plan. Notifications on LNG reloading with modified time frames shall be executed in free time windows, after completion of the scheduled reloading.
- 11.6.6 During the LNG reloading to the LNG Truck, the Terminal User shall be obligated to proceed in accordance with the provisions of law, including the Act of August 19, 2011 on transport of hazardous substances (Journal of Laws of 2011 No. 227, item 1367, as amended), secondary legislation issued thereto and the European Agreement concerning the international carriage of dangerous goods by road (ADR), prepared in Geneva, on September 30, 1957. (Journal of Laws of 1975 No. 35, item 189 - hereinafter referred to as "ADR").
- 11.6.7 The Terminal User shall in particular ensure that the driver and the LNG Truck comply with legal requirements, including those resulting from the provisions specified in section 11.6.6.
- 11.6.8 The Terminal User shall in particular ensure that:
- 11.6.8.1 the required documentation is on the LNG Truck,
 - 11.6.8.2 the LNG Truck does not have any defects or equipment deficiencies,
 - 11.6.8.3 after completion of LNG reloading, spills or leaks do not occur in the LNG Truck,
 - 11.6.8.4 the date of the next technical inspection of the LNG Truck has not expired,
 - 11.6.8.5 the LNG Truck includes the marking and warning stickers required by law,
 - 11.6.8.6 maintenance of the LNG Trucks and their equipment is carried out in the manner guaranteeing that in normal operation conditions, the LNG Truck will meet the ADR requirements until the next inspection,
 - 11.6.8.7 additional inspections of the LNG Truck are carried out in the case when there is a suspicion that the safety of the LNG Truck or its equipment was violated as a result of the repairs, changes made or as a result of an accident,
 - 11.6.8.8 the carrier providing the LNG transport on LNG Trucks at the application of the Terminal User meets all safety requirements imposed by the provisions of law, including the ADR, in the scope of transport of hazardous goods such as LNG.
- 11.6.9 The Operator may refuse to reload LNG to the LNG Truck in the event of a failure to comply with the requirements referred to in section 11.6, section

- 11.6.6 or section 11.6.8.
- 11.6.10 Detailed rules of procedure for LNG reloading to LNG Trucks are set forth in the "Additional Service Instructions".
- 11.6.11 The LNG Truck, after entering the LNG loading station weighing unit is weighted and this weight constitutes a "tare weight" of the LNG Truck before loading. After completion of LNG reloading, the LNG Truck shall be subject to repeated weighing (gross weight). The LNG Truck weighting activities are completed with a "Weight Ticket" printed and signed by the representative of the Operator and the Terminal User.
- 11.6.12 Quality parameters of LNG reloaded to the LNG Truck shall be determined on the basis of measurements performed in the Terminal by the Operator with the use of a dedicated chromatograph. These parameters shall be confirmed in the "LNG Quality Certificate" signed by the representative of the Operator.
- 11.6.13 Immediately after completion of LNG reloading, the Operator, who is the filling person in the meaning of the ADR, shall prepare a "Report on the LNG tanker loading". The report contains details on the Terminal User, the carrier and the Operator, data transferred from the "Weight Ticket" and the "Certificate of LNG Quality", and calculation of LNG energy loaded to the LNG Truck. The report includes LNG identification data and information about the hazard required under the ADR. The report is signed by the representative of the Operator and the carrier driver - representative of the Terminal User - and handed over to the driver.
- 11.6.14 After completion of reloading LNG to the LNG Truck, the LNG Truck immediately leaves the LNG reloading station.
- 11.6.15 The Parties agree that any risk related to LNG reloaded to the LNG Truck shall be transferred to the Terminal User after provision of LNG to the carrier at the moment of leaving the weighing station by the loaded LNG Truck.
- 11.6.16 The Operator shall publish on its website the information specifying:
- 11.6.16.1 duration of LNG reloading to one LNG Truck,
 - 11.6.16.2 maximum quantity of LNG the Terminal User may report to reloading to LNG Trucks on one Gas Day, expressed in the units of energy (kWh),
 - 11.6.16.3 hours of the Gas Day during which LNG is reloaded to LNG Trucks.
- 11.7 The allocation for the Exit Point_{RT} shall be performed on the basis of the "Weight Ticket" and "Certificate of LNG Quality".
- 11.8 LNG Truck approval.
- 11.8.1 The Terminal is equipped with an LNG reloading system, enabling reloading LNG to LNG Trucks equipped with the loading system installed at their rear end only.

- 11.8.2 Technical requirements for LNG Trucks supported by the LNG reloading station are included in the "Additional Service Instruction".
- 11.8.3 Each LNG LNG Truck which will be planned for reloading on the Terminal for the first time shall be subject to approval by the Operator in terms of compliance with the technical conditions and the possibility of connecting the loading system to the LNG Terminal reloading system.
- 11.8.4 If the technical documentation of the LNG Truck does not allow for confirmation of the technical possibility of LNG reloading thereto using the Terminal reloading system, the Terminal User will be requested to ensure the LNG Truck arrival at the Terminal for the purpose of approval.
- 11.8.5 The User shall present the LNG Truck for approval with a week in advance prior to its first LNG reloading in the Terminal.
- 11.8.6 The risk associated with provision of an unauthorized LNG Truck for reloading and refusal to its loading shall be borne by the Terminal User.

12 INVOICING AND PAYMENT FOR THE SERVICES

12.1 Types of invoices.

- 12.1.1 The charges for the provided Regasification Services and the Additional Service shall be calculated on the basis of the Regasification Order, Regasification Contract, Tariff and Terminal Code.
- 12.1.2 Payments for the Regasification Services shall be made by the Terminal User on the basis of VAT invoices issued in accordance with the applicable provisions of law and delivered to the Terminal User by the Operator.
- 12.1.3 The Operator shall issue, in particular, the following types of invoices:
 - 12.1.3.1 preliminary invoice - proforma invoice issued by the Operator for provision of Regasification Services in a given Settlement Period on the basis of the allocated Contracted Capacity and size of Cargoes which, in accordance with the Schedule of Arrivals or the Regasification Order for spot Regasification Services, should be delivered to the Terminal in a given Settlement Period, as well as the Regasification Service provision forecast for a given month and for provision of the Additional Service on the basis of the annual LNG quantity allocated for loading to the LNG Truck,
 - 12.1.3.2 basic invoice - issued by the Operator for Regasification Services and Additional Services performed in the Settlement Period, on the basis of a Commercial Regasification Report,
 - 12.1.3.3 invoice for additional operations - issued by the Operator after provision of the service on the basis of additional costs incurred by the Operator as provision of Regasification Services and the Additional Service, in particular in the situation specified in section 9.6.4.2,
 - 12.1.3.4 correcting invoice - issued in the event of errors in settlement and invoicing, and in the event of acceptance of a complaint filed by the Terminal User,
 - 12.1.3.5 interest note - issued by the Operator in the case the payment dates are exceeded by the Terminal User.

12.2 Monthly settlement and invoicing of the provided Regasification Services.

- 12.2.1 By the seventh (7) day of the Settlement Period, the Operator shall issue a preliminary invoice indicating one hundred (100) percent of the fixed charge calculated on the basis of the Contracted Capacity allocated and fifty (50) percent of the variable charge for Regasification Services determined on the basis of the values of Cargoes which, in accordance with the Schedule of Arrivals, should be delivered to the Terminal in a given Settlement Period.
- 12.2.2 By the second (2) day after the Settlement Period, the Operator shall prepare and submit to the Terminal User the Commercial Regasification Report concerning Regasification Services and the Additional Service

performed in the Settlement Period in which in particular the following elements are defined:

- 12.2.2.1 quantities of Gaseous Fuel assigned (allocated to the Terminal User in accordance with section 9.4) to the Terminal User as delivered to the Exit Point_{TSO},
 - 12.2.2.2 time and quantities of LNG, in relation to which the Prolonged Process Storage occurred (kWh by Gas Days),
 - 12.2.2.3 quantities of LNG delivered to the Exit Point_{RT} reloaded to the LNG Truck, activities performed as part of the Additional Service for reloading to the LNG Truck (weighing, cooling of the road tankers),
 - 12.2.2.4 quantities of LNG used by the Terminal Operator in order to carry out the regasification process, allocated to a given Terminal User in accordance with section 9.6.
- 12.2.3 The Terminal User may, within one (1) day from the date of receipt of the Commercial Regasification Report, submit reservations to its contents. The Parties shall endeavor to agree upon the Commercial Regasification Report within 4 (four) days after the end of the Settlement Period. If the Parties fail to agree upon the Commercial Regasification Report, the Terminal User shall have the right to file a complaint.
- 12.2.4 The correspondence concerning issues referred to in section 5.16.9 and section 12.2.2 to 12.2.2.4, shall be submitted in writing and in the form of electronic scans of relevant documents sent to the e-mail address indicated in the Regasification Contract. The correspondence shall be deemed delivered if it was introduced to electronic communication means in a manner enabling the recipient to get familiar with its content.
- 12.2.5 By the seventh (7) day after the Settlement Period, the Operator shall issue the basic invoice for Regasification Services performed in the Settlement Period on the basis of the Commercial Regasification Report. The Commercial Regasification Report is attached to the basic invoice.
- 12.2.6 By the seventh (7) day after the Settlement Period, the Operator shall issue an invoice for additional activities in accordance with the value of these activities.
- 12.3 Principles for sending and receiving invoices.
- 12.3.1 The invoices issued by the Operator in the form compliant with the binding provisions of law, together with the attachments that constitute the basis for their issuance, shall be sent by registered mail, in an electronic form through the Information Exchange System or delivered otherwise against confirmation of receipt to the address of the Terminal User indicated in the Regasification Contract.
 - 12.3.2 The Parties agree that the invoice sent to the address indicated in the Regasification Contract shall be deemed effectively delivered.

12.4 Method and dates of payments.

- 12.4.1 The amounts arising from the invoices shall be paid by a bank transfer to the Operator bank account indicated in the invoices.
- 12.4.2 The invoices referred to in section 12.2 shall be paid within fourteen (14) days from the date of the invoice issue by the Operator.
- 12.4.3 The date of crediting the Operator bank account shall be the payment date.
- 12.4.4 Each payment made by the Terminal User shall be credited on account of the oldest due debt, whereas the Operator can include the payment in the first place on other overdue liabilities and on the main overdue provision.

12.5 Exceeding the payment date.

- 12.5.1 Failure of the Terminal User to settle the financial liabilities on time shall result in the accrual of statutory interests for each day of delay. The amount of statutory interests accrued shall be paid based on the interest note issued by the Operator within seven (7) days from the date of delivery of such note to the Terminal User.
- 12.5.2 Termination of the Regasification Contract or the Regasification Order for the specified Regasification Service shall not release the Terminal User from the obligation to pay all the amounts due, together with the interests.
- 12.5.3 The Terminal User shall report the complaints regarding the settlement of services included in the given invoice no later than within seven (7) Business Days from the date of its receipt.
- 12.5.4 Filing of the complaint relating to a given invoice by the Terminal User shall not interrupt the running of the payment date. In the case of a complaint relating to an invoice which includes calculation errors, the Terminal User shall make a timely payment of the amount correctly calculated and agreed upon with the Operator.
- 12.5.5 The Operator shall be obligated to consider the complaint immediately, however no later than within fourteen (14) days from the date of its receipt.
- 12.5.6 In the event the complaint is accepted, the Operator shall issue a correcting invoice and shall send it to the Terminal User within seven (7) Business Days from the date of the complaint acceptance. Any possible overpayment shall be credited by the Operator on account of future payments. For the amount of the overpayment, an invoice will be issued in accordance with the applicable regulations. The difference in favor of any of the Parties shall be settled with the payment of the next invoice. The Terminal User who did not contract further services with the Operator shall receive the overpayment to the bank account.

12.6 Settlement of disputes concerning invoicing and payments.

- 12.6.1 If between the Operator and the Terminal User a dispute arises regarding

the invoices issued by the Operator, the Parties shall make every effort to resolve the dispute in the course of negotiations.

- 12.6.2 If within thirty (30) days from the date of delivery of the request to amicably settle the dispute the Parties fail to reach an agreement, the disputes shall be settled by the common court having jurisdiction over the registered office of the Operator.

13 PERFORMANCE BOND FOR THE REGASIFICATION CONTRACT AND REGASIFICATION ORDERS

- 13.1 In order to secure the claims of the Operator arising from the Regasification Contract, the Terminal User shall provide a financial security in the form and on the terms and conditions specified below.
- 13.2 Establishment of the financial security in the case of the long-term and short-term Regasification Services.
- 13.2.1 A financial security submitted by the Terminal User in order to secure the claims resulting from provision of the long-term Regasification Services by the Operator for the Terminal User will be equal to double average monthly value of financial liabilities of the Terminal User towards the Operator in a given Regasification Year, resulting from provision of Regasification Services, determined on the basis of the relevant Regasification Order and the Framework Schedule of Arrivals established on the basis of the Contracted Capacity allocated and the Cargoes planned for regasification.
- 13.2.2 The amount of the security submitted by the Terminal User in order to secure financial claims resulting from provision of the short-term Regasification Services by the Operator for the Terminal User will be equal to the average monthly value of financial liabilities of the Terminal User towards the Operator resulting from the Regasification Order and the Framework Schedule of Arrivals established on the basis of the Contracted Capacity allocated and the Cargoes planned for regasification.
- 13.2.3 The security may be submitted in the following forms:
- 13.2.3.1 cash deposit on the bank account indicated by the Operator,
- 13.2.3.2 an irrevocable and unconditional bank guarantee, payable on the first demand of the Operator, issued by the financial institution with a financial rating at the level not lower than: Baa2 for Moody's Agency, BBB for Standard&Poor's Agency or BBB for Fitch Agency, or lower approved by the Operator,
- 13.2.3.3 other irrevocable, unconditional and payable on the first demand form of financial security, approved by the Operator,
- whereas the obligation to establish the security referred to in section 13 shall not apply in relation to the Terminal User whose financial rating is at the level not lower than: Baa2 for Moody's Agency or BBB for Standard&Poor's Agency or BBB for Fitch Agency.
- 13.2.4 Detailed dates of submitting the financial security are specified in section 5.19.2. Submission of the financial security for Regasification Services is the condition for allocation of the Terminal Capacity and conclusion of the Regasification Order. The Terminal User shall be obligated to maintain the financial security in the amount specified in section 13.2.1 or 13.2.2 for the entire period of using the given Regasification Service until its final

settlement.

- 13.2.5 If the financial security established on the basis of the Regasification Order for long-term Regasification Services is higher or lower than the amount of the financial security that should be provided on the basis of the Framework Schedule of Arrivals, respectively:
- 13.2.5.1 within fourteen (14) days from the date of final determination of the Framework Schedule of Arrivals in accordance with section 6.3.5, the Terminal User shall establish an additional financial security which, together with the financial security established on the basis of the Regasification Order for long-term Regasification Services, will be equal to the amount determined in accordance with section 13.2.1,
 - 13.2.5.2 within fourteen (14) days from the date of final determination of the Framework Schedule of Arrivals in accordance with section 6.3.5, the Operator shall return the financial security in excess of the amount due.
- 13.2.6 Within the limits specified in section 13.2.1 or section 13.2.2, the Operator or the Terminal User shall have the right to demand adjustment of the financial security in the course of the Regasification Order, if the amount of the Terminal User liabilities towards the Operator determined based on the issued invoices is higher or lower by more than ten (10) percent of the value of the established financial security.
- 13.2.7 In the case of selection of the bank guarantee, the contents and form of the guarantee must be previously accepted by the Operator, whereas the Operator may not unreasonably refuse the approval thereof.
- 13.2.8 If the financial security is submitted in the form of a bank guarantee, the applicant shall provide the Operator with the bank guarantee valid for at least the first Regasification Year of the term of the Regasification Order for a given Regasification Service and in the case the Regasification Service is provided by a period shorter than a Regasification Year, for the entire term of the Regasification Order, extended by the period necessary for its final settlement. The Terminal User shall provide the Operator with the subsequent bank guarantees at least thirty (30) days prior to the expiry of the validity period of the last bank guarantee, meeting the conditions specified in this section, each time valid for a period of at least one (1) year from the issue date. If, at any time, the issuer of the bank guarantee loses the rating referred to in section 13.2.3.2, the Terminal User shall be obligated to provide the Operator with another bank guarantee meeting the criteria specified in this section within sixty (60) days from the loss of the minimum rating by the previous guarantee issuer.
- 13.2.9 In the case the amount of the financial security submitted by the Terminal User does not cover the value specified in accordance with section 13.2.1 or 13.2.2 towards the Operator in a given settlement month, arising under the Regasification Contract, the Terminal User shall, at the request of the Operator, supplement, within the set time limit, however not longer than five

- (5) Business Days from the moment of the request of the Operator, the value of the financial security established in accordance with section 13.2.1 or 13.2.2, increased by 25% of the value, otherwise provision of the Regasification Services shall be suspended.
- 13.2.10 Non-performance or improper performance of the obligations specified in section 13.2.4 by the Terminal User will result in the Operator's right to collect the entire amount of the security or part thereof, and to retain it on account of securing any potential claims of the Operator resulting from the Regasification Contract. The Operator shall return the retained amount to the Terminal User, together with any bank interests due, decreased by costs of maintaining the account and costs of a bank transfer, if it is not used to cover claims of the Operator towards the Terminal User after the expiry or termination of the Regasification Order, with consideration of the period of pursuing any claims against the Terminal User by the Operator after that date.
- 13.2.11 The Operator shall have the right to use the financial security in the case of non-performance or improper performance of the obligations resulting from the Regasification Contract by the Terminal User, after a prior call on the Terminal User for proper performance of the obligations within seven (7) days, in particular in the following cases:
- 13.2.11.1 loss of rating required in accordance with section 13.2.3.2 by the bank guarantee issuer and failure to replace it with another bank guarantee meeting the criteria specified in section 13.2.4 within sixty (60) days from the loss of the required rating by the previous issuer,
- 13.2.11.2 less than thirty (30) days remain until expiry of the bank guarantee and the Operator did not receive a new guarantee meeting the conditions specified in section 13.2.4,
- 13.2.11.3 termination or expiration of the Regasification Order as regards the specified Regasification Service prior to the expiry of the time limit for which it was concluded, for reasons attributable to the Terminal User,
- 13.2.11.4 in the event of a delay in payment of the amounts due of the Terminal User for the period longer than fourteen (14) days.
- 13.2.12 In the event of the exercise by the operator of the financial security in cases provided for in the Terminal Code, the user of the Terminal shall be obliged to supplement the amount of the financial security to its full amount calculated in accordance with section 13.2.1.
- 13.3 Principles for establishing the financial security in the case of concluding the Regasification Order for the spot Regasification Service.
- 13.3.1 In the case of concluding the Regasification Order for the spot Regasification Service, the Terminal User shall provide the financial security no later than until the date of submission of the application for the Terminal Capacity allocation for the spot Regasification Service.

- 13.3.2 The financial security referred to in section 13.3.1 shall not be provided by a Terminal User who uses the long-term or short-term Regasification Service, in the same period for which it applies for the Capacity allocation for the spot Regasification Service.
- 13.3.3 The financial security referred to in section 13.3.1 should be provided in the form specified in section 13.2.3, in the amount constituting the equivalent of the charges for the spot Regasification Service of one Cargo in the amount of 1,125,000,000 kWh, that will be regasified and delivered to the Exit Point_{TSO} in accordance with the Process Storage of twenty (20) days with the Contracted Capacity amounting to 2,343,750 kWh/h.
- 13.4 Principles for return of the financial security.
- 13.4.1 After termination or expiry of the Regasification Order for a specified Regasification Service or in the case when in the subsequent Regasification Years the amount of the financial security calculated for long-term Regasification Services in accordance with section 13.2.1 on the basis of the Regasification Order and the Framework Schedule of Arrivals decreases, the financial security shall be returned to the given Terminal User in accordance with the principles specified in section 13.4.
- 13.4.2 The Operator shall return the financial security to the Terminal User if it is not used to cover claims of the Operator towards the Terminal User, within fourteen (14) days from:
- 13.4.2.1 payment of any and all liabilities of the Terminal User for the Regasification Services, or
- 13.4.2.2 expiry of the obligation to maintain the financial security,
with consideration of the period of pursuing any claims against the Terminal User by the Operator.
- 13.4.3 The manner of the financial security return to the Terminal User depends on the form in which the financial security was provided:
- 13.4.3.1 in the case of the financial security in the form of a cash deposit provided to the bank account indicated by the Operator, the Operator shall return the retained amount to the Terminal User together with any bank interests due, decreased by costs of maintaining the account and costs of a bank transfer to the bank account of the Terminal User,
- 13.4.3.2 in the case of the financial security in the form of an irrevocable and unconditional bank guarantee, the Operator shall return to the Terminal User the bank guarantee document submitted as a security,
- 13.4.3.3 in the case of the financial security in other irrevocable, unconditional and payable on the first demand financial security, approved by the Operator, the manner of the financial security return shall be determined by the Operator in the Regasification Order for the Regasification Service to which the financial security will relate.

13.5 Loss of financial credibility of the Terminal User.

- 13.5.1 The Terminal User undertakes, no later than within fourteen (14) days, to notify the Operator about the circumstances which have occurred towards the Terminal User causing that it ceases to meet the conditions described in section 3.3.2.6 - section 3.3.2.9.
- 13.5.2 Within fourteen (14) days from the date of delivery to the Operator of the information referred to in section 13.5.1, and in the case of becoming aware of the fact that in relation to the Terminal User circumstances which have occurred causing that it ceases to meet the conditions specified in section 3.3.2.6 - section 3.3.2.9, the Operator shall have the right to terminate the Regasification Contract. The Regasification Contract shall be terminated on the basis of a written statement of the Operator delivered to the Terminal User, with effect on the thirtieth (30) day from the date of delivery of the statement referred to in this section.
- 13.5.3 Within fourteen (14) days from the date of delivery of the statement referred to in section 13.5.2 to the Terminal User, the Terminal User may submit to the Operator a statement concerning the intention to provide and maintain an additional financial security in the form of a cash deposit or bank guarantee with the contents compliant with section 13.2.4 and with the requirements included in section 13.2.3.2. The Guarantee shall be valid from the thirtieth (30) day falling after the date of delivery of the statement referred to in section 13.5.2, throughout the entire term of the Regasification Order for the specified Regasification Service. The Guarantee shall be established for the amount equal to four-month (4) financial liabilities of the Terminal User for performance of the Regasification Order for the specified Regasification Service, determined as four (4) average monthly values of financial liabilities of the Terminal User specified on the basis of the Average Regasification Capacity and Contracted Capacity allocated to the Terminal User, and shall be valid throughout the entire term of the Regasification Order for the specified Regasification Service. At least sixty (60) days prior to expiry of the validity period of the last bank guarantee, the Terminal User shall submit the next bank guarantees meeting the conditions specified in this section, each time valid for a period of at least one (1) year from the issue date. If, at any time, the bank guarantee issuer loses the rating referred to in section 13.2.3.2, the Terminal User shall be obligated to provide the Operator with another bank guarantee meeting the criteria specified in section 13.2.3.2 within sixty (60) days from the loss of the minimum rating by the previous guarantee issuer.
- 13.5.4 In the case of submission of the statement concerning the intention to provide and maintain the financial security in the form of a bank guarantee and submission of the financial security in question no later than within thirty (30) days from the date of delivery of the statement referred to in section 13.5.2, the statement concerning termination of the Regasification Contract shall become ineffective. The Operator can exercise the right referred to in section 13.5.2 again during the term of the Regasification Order for the

specified Regasification Service, if the financial security referred to in section 13.5.3 is not extended within the time limit indicated in this section, and the Terminal User does not demonstrate that circumstances referred to in section 13.5.1 ceased to occur.

14 LIABILITY PRINCIPLES OF THE PARTIES TO THE REGASIFICATION CONTRACT

- 14.1 Each Party to the Regasification Contract shall be obligated to redress the loss resulting from non-performance or improper performance of its obligations, unless such non-performance or improper performance is a consequence of the circumstances for which the Party is not liable, subject to the contrary provisions of the Terminal Code.
- 14.2 Subject to mandatory provisions of law, provisions of the Terminal Code and the Tariff, the liability of the Operator towards the Terminal User shall be limited to the actual loss. The Operator shall not be liable for lost profits, indirect and consequential damage.
- 14.3 In the case of non-performance or improper performance of obligations in the scope of Regasification Services or the Additional Service by the Operator, the Terminal User shall be entitled to a discount (reduction of the amount of charges for Regasification Services or the Additional Service) in accordance with the Operator Tariff or the Terminal Code. In order to avoid any doubts, the Operator liability shall be limited to the discounts specified above.
- 14.4 Each Party to the Regasification Contract shall be liable, as for its own acts or omissions, for the acts or omissions of persons with the assistance of which it performs its obligations, as well as the persons, to whom it entrusted performance of such obligations, in particular, its suppliers or subcontractors.
- 14.5 The Operator shall pay to the Terminal User the charge for each hour of delay of the Operator:
- 14.5.1 in obtaining the consent to the Tanker arrival at the Unloading Berth after submission of the Notice of Readiness in accordance with provisions of the Terminal Code or
 - 14.5.2 connection of the unloading arms within the time limits specified in the Terminal Code or
 - 14.5.3 in unloading LNG from the Tanker exceeding the Unloading Time Frames,
and unless there are no premises specified in the Terminal Code which exclude the liability of the Operator for meeting the aforesaid dates or entitle the Operator to interrupt or extend the time frame for performance of the above activities, there were no limitations on the part of the Harbor Master towards the Tanker or the Cargoes or there are no other circumstances beyond the control of the Operator, i.a. Unfavorable Conditions, Force Majeure or reasons on the part of the Terminal User which resulted in the delay, rounded up to full hour in the amount of:
 - 14.5.3.1 for Tankers with the capacity lower than 90 thousand m³ of LNG: 6,250.00 PLN/hour,
 - 14.5.3.2 for Tankers with the capacity of 90 thousand m³ of LNG to 160 thousand m³ of LNG: 8,500.00 PLN/hour,

- 14.5.3.3 for Tankers with the capacity above 160 thousand m³ of LNG: 10,500.00 PLN/hour.
- 14.6 The payment of the charge referred to in section 14.5 shall be the only compensation in this respect provided by the Operator for the benefit of the Terminal User.
- 14.7 If the arrival and mooring of the Tanker alongside the Unloading Berth, connection of the unloading arms, unloading and the Tanker's departure from the Port will exceed fifty-nine and half (59.5) hours starting from the issuance by the Operator of the consent to receive the Tanker at the Unloading Berth (after submission of the Note of Readiness), the Terminal User shall return to the Operator any amounts which the Operator paid for the benefit of other Terminal User due to the delay in receiving or unloading of other Tanker in the Terminal. The Terminal User shall not be liable in the scope referred to above, only when the delay was caused by the occurrence of Unfavorable Conditions, Force Majeure or exclusive fault of the Operator.
- 14.8 Neither Party shall be liable for the damage resulting from improper or non-performance of the liabilities resulting from the Regasification Contract insofar as such non-performance or improper performance is a consequence of actions or omissions of the other Party or reasons attributable to the other Party or other Terminal Users.
- 14.9 The Parties agree that in the case the facts or circumstances which may constitute the basis for claims of one Party against the other Party result from claims by third parties:
- 14.9.1 the Party, or other person on its behalf, shall not accept such third party claim and no relevant agreement shall be made and such claim will not be satisfied without obtaining prior written consent of the other Party (and the other Party will not refuse such consent without a justified reason),
- 14.9.2 each Party, at its own expense and at its own discretion, shall have the right, upon prior written notification of the other Party, to take any action that it deems justified in order to avoid the dispute, initiation and conducting of the dispute, defense or conclusion of agreement in respect of such claim or liability (including provision of mutual claims or other claims in relation to third parties) for and on behalf of the other Party, and shall exercise control over performance of any related proceedings or negotiations and the other Party shall grant all its necessary authorizations in the above scope,
- 14.9.3 each of the Parties shall be obliged to inform the other Party about all issues related to the claim and shall immediately provide the other Party with copies of all correspondence concerning the claim.
- 14.10 To the extent permitted by provisions of law, the total limit of liability (contractual and tort) of the Operator and the Terminal User under the Regasification Contract shall be determined in the Regasification Contract.

- 14.11 Any correspondence concerning the issues related to liability of the Parties to the Regasification Contract shall be provided in writing against confirmation of receipt to the addresses indicated in the Regasification Contract and in the form of electronic scans of documents sent to the email address indicated in the Regasification Contract. The correspondence shall be deemed effectively delivered on the day of its receipt in writing.

15 FORCE MAJEURE

- 15.1 Force Majeure shall mean an event or a circumstance beyond the control of a Party and which could not have been prevented or foreseen, despite taking necessary actions which are expected to be performed by the Operator or Terminal User, respectively, taking into account the professional nature of their activity, as a result of which the Party affected by such action is not able to perform one or more of its obligations.
- 15.2 Force Majeure shall include in particular:
- 15.2.1 war, including civil war, military conflicts other than wars, riots, military coups, rebellion, insurrection, revolution and terrorist acts;
 - 15.2.2 radioactive radiation caused by sudden discharge of nuclear energy or ionizing radiation in result of a disaster, acts of terrorism or military actions;
 - 15.2.3 embargoes and quarantines caused by an epidemics;
 - 15.2.4 state of emergency during a natural disaster, state of emergency or state of war as well as general mobilization;
 - 15.2.5 general strikes, if they were announced in accordance with provisions of law and agreements between employers' and employees' organizations.
 - 15.2.6 occurrence of Unfavorable Conditions.
- 15.3 Force Majeure event in the meaning of the Terminal Code shall not cover:
- 15.3.1 strikes and other employee disputes relating to the Operator or the Terminal User, which do not form part of a wider employee dispute that significantly affects other employees of a given sector or generally in Poland;
 - 15.3.2 icing of the water track for Tankers which is removable using appropriate equipment (e.g. by means of icebreakers).
- 15.4 The expression "beyond the control of a Party and which could not have been prevented" shall not mean that the Party affected by Force Majeure is obligated to keep a higher standard of due diligence than the diligence expected from the Operator or Terminal User, with consideration of the professional nature of their activity.
- 15.5 The Party referring to Force Majeure shall be obligated to:
- 15.5.1 without undue delay, however, no later than within seven (7) days from the date of occurrence of Force Majeure, notify the other Party on the occurrence of such Force Majeure and its scope, estimated period for which it will maintain and impact on performance by the Party referring to Force Majeure of its obligations resulting from the Regasification Contract,
 - 15.5.2 make probable the occurrence of Force Majeure,

- 15.5.3 periodically inform the other Party in the period of Force Majeure impact, not less frequently than at the end of each calendar month, about the actions undertaken in order to eliminate the effects of Force Majeure and the expected time of commencement of proper performance of the obligations arising from the Regasification Contract,
- 15.5.4 act with utmost due diligence, determined taking into account the professional nature of its activity in order to limit the scope of Force Majeure and to remove its effects as soon as possible, in particular by taking any possible measures in order to postpone the date of LNG receipt or resale,
- 15.5.5 immediately after cessation of Force Majeure and removal of its effects notify the other Party and, without additional request, properly perform its obligations resulting from the Regasification Contract. Upon resumption of its obligations, each Party shall forthwith notify the other Party of such resumption.
- 15.6 If as a result of occurrence of Force Majeure affecting the ability of a given Party to perform the obligations arising from the Regasification Contract, the Terminal User delivers less than fifty-two and a half (52.5) percent of LNG intended for delivery or the Operator will regasify less than fifty-two and a half (52.5) percent of Unloaded Quantity of LNG intended for regasification in a given period of subsequent twenty-four (24) months, the Party which does not refer to Force Majeure in order to be released from its obligations may decide, at its sole discretion, about termination of the Regasification Contract with a sixty-day (60) notice period. The solution made by the Operator shall be effective provided that the Operator terminates the Regasification Contracts concluded with all the Terminal Users.
- 15.7 Any correspondence concerning Force Majeure shall be provided in writing against confirmation of receipt to the addresses indicated in the Regasification Contract and in the form of electronic scans of documents sent to the email address indicated in the Regasification Contract. The correspondence shall be deemed effectively delivered on the day of its receipt in writing.

16 REPAIR WORKS

- 16.1 In order to ensure safety and adequate operating reliability of the Terminal, the Operator shall perform the Repair Works.
- 16.2 Until the end of May of each Regasification Year (Y-1), the Operator shall publish on its website the information regarding the scope and preliminary dates of Repair Works planned in the period from January first (1) to December thirty first (31) of the next Regasification Year (Y) that may cause changes in the operational conditions of the Terminal causing restrictions in the provision of Regasification Services or Additional Services. The Operator shall exercise due diligence in order for the dates of the Repair Works performed by the Operator to take into account the dates provided by the TSO.
- 16.3 The dates of the Repair Works and their consequences for the Terminal User should be specified no later than twenty-one (21) days prior to their commencement.
- 16.4 In justified cases, the Operator may introduce changes in the scope and date of the Repair Works in the course of the given Regasification Year. Such changes may be also introduced by the Operator following a reasonable request of the Terminal User or the TSO. The Operator shall exercise due diligence, so that the effects of the restrictions caused by the planned Repair Works are as insignificant as possible.
- 16.5 The Terminal User shall be obligated to include the planned Repair Works in the Framework Schedule of Arrivals, in the Monthly Schedules of Arrivals and in the Nominations.
- 16.6 During the periods of restrictions caused by performance of the Repair Works, the Operator, in the scope in which this is caused by the performed Repair Works, shall be released from the obligation to provide Regasification Services, in particular ensuring the possibility of unloading or regasification of LNG or regasification of the Unloaded Quantities of LNG and provision of Additional Services.
- 16.7 For the period of suspension or restriction of provision of Regasification Services or Additional Services as a result of the Repair Works carried out by the Operator, the fixed charges shall be reduced in accordance with the applicable Tariff.
- 16.8 The Operator shall exercise due diligence to ensure that the planned Repair Works do not exceed ten (10) Business Days in a given Regasification Year.

17 LIMITATIONS MANAGEMENT

17.1 The Operator actions allowing for elimination of the possibility of occurrence of Terminal Capacity limitations.

17.1.1 At the stage of reviewing the applications for the Terminal Capacity allocation, the Operator shall analyze the possibilities of performance of new contracts, so that their performance does not result in decrease in the safety level of the Terminal operation and integrity, as well as the quality of Gaseous Fuel supplied to the previous Terminal Users.

17.1.2 In the case it is possible to perform Regasification Services, the Operator shall provide the Terminal Available Capacity, taking into account the order of receipt of complete applications for the Terminal Capacity allocation, which were successfully verified in terms of formal and legal aspects.

17.1.3 The Operator shall take the following actions preventing the occurrence of the Terminal Capacity limitations:

17.1.3.1 allocate the Contracted Capacities in a manner ensuring complete use of the Terminal Capacity,

17.1.3.2 establish the minimum Regasification Capacity, Process Storage and control the operation of the Terminal in a manner ensuring optimum use of the Terminal,

17.1.3.3 conclude Regasification Contracts covering the provisions concerning the procedure in the case of failure to use the reserved Terminal Capacity,

17.1.3.4 operate or control operation of the Terminal in a manner reducing the probability of occurrence of the Terminal Capacity limitations,

17.1.3.5 monitor technical and quality parameters of the unloaded LNG and Gaseous Fuel,

17.1.3.6 schedule the Repair Works so as not to cause any restrictions in access to the Terminal, and when restrictions are unavoidable in relation to the performed Repair Works, make efforts to mitigate the consequences of the limitations caused by the planned Repair Works,

17.1.3.7 prepare the procedures in the event of an Emergency Situation.

17.2 Contractual Limitations Management.

17.2.1 The Operator shall carry out on-going assessment of use of the allocated Terminal Capacity for Regasification Services, including the Contracted Capacity, Average Regasification Capacity and Minimum Regasification Capacity with consideration of Regasification Services currently provided under the concluded Regasification Orders and accepted applications for the Terminal Capacity allocation. The above analyses are aimed at preventing any possibility of the Terminal Capacity blocking and occurrence of

contractual limitations.

- 17.2.2 In the event of occurrence of contractual limitations which prevent the Terminal Capacity allocation, the Operator shall make every effort in order to reduce them taking the actions specified in the Terminal Code, in particular in provisions of section 0.
- 17.2.3 Regardless of the actions taken by the Operator in accordance with provisions of section 0, if in the course of examination of the new application for the Terminal Capacity allocation it turns out that there is no Terminal Available Capacity and, as part of the Regasification Contracts performed so far, there are reserved and unused Terminal Capacities, the Operator shall call on the Terminal User, who fails to use the Terminal Capacity to which he is entitled, to submit, within thirty (30) days, a written information on the reasons and the expected time of failing to use the Terminal Capacity allocated to it.
- 17.2.4 If the Terminal User does not present the explanations in accordance with section 17.2.3, or the presented explanations are not reliable enough to prove that the failure to use total allocated Terminal Capacity by the Terminal User is justified or that this Capacity is necessary for it to perform its existing contractual obligations, the Operator, after consultation with the President of ERO, shall request the Terminal User to resell or make available the unused part of the Terminal Capacity allocated to it. During the analysis of the presented explanations, the Operator shall take into account the archive data concerning the use of the contracted Terminal Capacity by a given Terminal User.
- 17.2.5 The Terminal User may resell the unused Terminal Capacity allocated to it in whole or in part for the benefit of another Terminal User, in accordance with provisions of section 17.2.7 to section 17.2.12.
- 17.2.6 In order for the Terminal User to facilitate the acquisition and sale of unused total or partial Terminal Capacity allocated to it, the Operator shall publish on its website a Bulletin Board containing notifications of the Terminal Users.
- 17.2.7 Terminal Users may resell the total unused Terminal Capacity allocated to them. In the case of resale or provision of part of the Terminal Capacity allocated to them, the transaction may cover:
- 17.2.7.1 Arrival Time Frames and the right to unload the Cargo in accordance with the Schedule of Arrivals and the Process Storage Program - if the purchaser may regasify the Cargo within the Contracted Capacity to which he is entitled,
 - 17.2.7.2 the entire Unloaded Quantity of LNG or part thereof - if the purchaser may regasify the Unloaded Quantity of LNG in accordance with the Process Storage Program specified for the Unloaded Quantity of LNG covered by the transaction as part of the Contracted Capacity to which he is entitled,

- 17.2.7.3 the Contracted Capacity in the part constituting a surplus over the Average Regasification Capacity.
- 17.2.8 Shall the Terminal User intend to purchase or sell the unused total or partial Terminal Capacity allocated thereto, then he shall submit to the Operator the proposal in accordance with the specimen published on the Operator's website. The proposal must contain at least the following:
- 17.2.8.1 identification of the Terminal User,
 - 17.2.8.2 identification of the transaction subject,
 - 17.2.8.3 identification of the proposal validity period.
- 17.2.9 The proposal form compliant with the specimen published on the Operator's website should be submitted to the Operator in an electronic form to the email address indicated on the Operator's website and by registered mail to the registered office of the Operator, no later than fourteen (14) days prior to the date of the proposed sale or purchase of the total Terminal Capacity or its part allocated to the Terminal User.
- 17.2.10 In the event the proposal does not comply with the above requirements, the Operator reserves the right not to publish the proposal, at the same time providing the Terminal User with relevant information by email to the address from which the proposal was sent and by registered mail.
- 17.2.11 The Operator shall not be responsible for the contents of the proposals published, but it shall be responsible for the consistency of the published proposals with the form delivered by the Terminal User.
- 17.2.12 After expiry of the proposal validity period, the Operator shall remove the proposal from the Bulletin Board.
- 17.2.13 For the activities related to prevention or reduction of the scope of contractual limitations, the Operator shall not collect any additional charges from the Terminal User.

18 INFORMATION EXCHANGE

18.1 General provisions.

18.1.1 The Information Exchange System (SWI) shall be used for the exchange of information related to provision of Regasification Services and Additional Services between the Operator and the Terminal User, subject to section 18.1.3.

18.1.2 Detailed information about getting access to the SWI system, its operation, content and functionalities are described in the user manual available on the Operator's website.

18.1.3 Exchange of correspondence in the scope of:

18.1.3.1 concluding the Regasification Contract,

18.1.3.2 concluding and changing the Regasification Orders,

18.1.3.3 establishing and changing the Schedules of Arrivals and the Process Storage Program,

18.1.3.4 between the Terminal User and the Tanker and the Operator, carried out in the course of approval and LNG unloading procedure,

18.1.3.5 invoices issued by the Operator,

18.1.3.6 liability of the Parties to the Regasification Contract,

18.1.3.7 occurrence of Force Majeure,

shall be carried out in accordance with the principles specified in accordance with the relevant provisions of the Terminal Code.

18.2 Electronic information exchange related to performance of the concluded Regasification Contracts in the scope of nominations is based on the EDIG@S electronic document interchange standard, whose version and manner of delivery are described on the Operator's website.

18.3 File formats are described in detail on the Operator's website. Information about the change of requirements for the transferred files shall be published on the TSO website six (6) months in advance.

18.4 In order to ensure efficient and reliable communication, the Parties shall include in the Regasification Contract the information about their postal addresses, email addresses, phone and fax numbers, as well as the persons authorized to contact in connection with performance of the Regasification Contract. To be valid, the changes of the above data require written notification of the other Party. It is not required to prepare an Annex to the Regasification Contract.

18.5 The responsibility for the form and content of the documents shall be borne by the party sending the document.

19 DATA PROCESSING SAFETY

19.1 Entities responsible for data processing safety:

- 19.1.1 Operator,
- 19.1.2 entity submitting the application for the conclusion of the Regasification Contract,
- 19.1.3 Terminal User.

19.2 Data processing safety.

- 19.2.1 The entities undertake to protect the information of technical, process, commercial, strategic, financial and economic nature obtained in connection with the procedure for the conclusion and performance of the Regasification Contract, not disclosed to the public, with regard to which the entity undertook the necessary actions to maintain their confidentiality (hereinafter referred to as the "**company secret**"). In particular, the entities undertake to:
 - 19.2.1.1 treat the above information as confidential, and refrain from publishing or disclosing it to any third parties,
 - 19.2.1.2 refrain from using the above information for any other purposes than those related to the procedure for the conclusion and performance of the Regasification Contract,
 - 19.2.1.3 take all necessary steps to protect the aforementioned information,
 - 19.2.1.4 restrict the interchange of the above mentioned confidential information and access to it to persons who need this information in connection with the procedure for the conclusion and performance of the Regasification Contract and, in any case, inform such persons about the confidential nature of such information.
- 19.2.2 The entities undertake to protect any classified information in accordance with provisions of the Classified Information Protection Act of August 5, 2010 (Journal of Laws of 2010, No. 182, item 1228, as amended, hereinafter referred to as the "**Classified Information Protection Act**").
- 19.2.3 The SWI users shall be obligated to ensure protection of storage and transfer of information against any unauthorized access by third parties and to secure it against any unauthorized changes in its content.
- 19.2.4 If at the time of processing the application for conclusion of the Regasification Contract or the Terminal Capacity allocation by the Operator or in the course of performance of the Regasification Contract it turns out that the information that should be attached or included in the application for the conclusion of the Regasification Contract or the Terminal Capacity allocation is a company secret or is subject to protection as classified information in the meaning of the Classified Information Protection Act (hereinafter referred to as the "**classified information**"), the entity

submitting the application for the conclusion of the Regasification Contract or the Terminal User undertakes to:

- 19.2.4.1 notify the Operator thereof,
 - 19.2.4.2 if necessary, obtain the consent of a third party to provide the Operator with the access to the information being a company secret, so that the disclosure of such information is not an act of unfair competition.
- 19.2.5 If the entity submitting the application for the conclusion of the Regasification Contract or the Terminal User fails to provide the Operator with access to the information referred to in section 19.2.4, the Operator shall reject the application for provision of the Regasification Service.
- 19.2.6 Information that constitutes a company secret may be provided to the authorities authorized to provide such information under the law. In such a case, the entity that was requested to provide the information should inform the other Party to the Regasification Contract thereon, prior to the disclosure, and submit a copy of the request to provide the information to that Party. With regard to any classified information, the respective provisions of the Classified Information Protection Act regarding the provision of such information to authorized bodies or authorities shall apply.
- 19.2.7 Any breach of provisions of section 18.5 shall entitle the affected Entity to claim compensation under generally applicable principles.
- 19.2.8 The Terminal User shall entitle the Operator to submit to the TSO the information related to performance of the Regasification Contract in the scope specified in the Terminal Code.

20 FINAL PROVISIONS

20.1 Language and governing law.

- 20.1.1 The Terminal Code was drawn up in Polish and was translated into English. The Polish version shall be binding and the English version shall be for information purposes only.
- 20.1.2 The Regasification Contract and the Regasification Order are prepared in Polish or in Polish and English. The Polish version shall be binding and the English version shall be for information purposes only.
- 20.1.3 Polish law shall be the governing law for the Regasification Contracts and Regasification Orders concluded on the basis of the Terminal Code and for the Terminal Code itself.

20.2 Amendment to the Terminal Code.

- 20.2.1 Amendment to the Terminal Code shall be introduced by the Operator. The Terminal Code may be amended or supplemented in the case of i.a. amendment to law, issue or change of the guidelines of regulatory bodies, change of the Port Regulations and changes of the TNC.
- 20.2.2 The Operator shall prepare the draft amendments to the Terminal Code.
- 20.2.3 The Operator shall carry out public consultations in the scope of the proposed amendments to the Terminal Code, including those with the Terminal User. In order to carry out the consultations, the Operator shall send the information on public access to the draft amendments to the Terminal Code in an electronic form on the day of publication of the draft amendments to the Terminal Code on the website of Polskie LNG S.A., to all Terminal Users and the TSO. The Operator shall publish the draft amendments to the Terminal Code on the Operator's website and provide them for review at the registered office of the Operator.
- 20.2.4 The entities referred to in section 20.2.3 may, within fourteen (14) days from the date of provision of the draft amendments to the Terminal Code on the Operator's website, submit to the Operator the comments on the proposed amendments.
- 20.2.5 The Operator analyzes the submitted comments and drafts the final wording of amendments to the Terminal Code.
- 20.2.6 The final text of the Terminal Code containing all the introduced amendments shall be published on the Operator's website and made available for review in the registered office of the Operator.
- 20.2.7 The Operator shall send to the Terminal Users and the TSO the final Terminal Code containing all the introduced amendments.
- 20.2.8 The amended or new provisions of the Terminal Code shall be introduced for

use by the Operator no earlier than after the lapse of fourteen (14) days and no later than within forty-five (45) days counting from the day of publishing them on the Operator's website. The amended or new provisions of the Terminal Code shall be binding upon the Parties without the need for preparation of a written annex to the Regasification Contract.

20.2.9 In the case of non-acceptance of amendments to the Terminal Code or the new Terminal Code, the Terminal User shall have the right to terminate the Regasification Contract within fourteen (14) days from the date of its publishing, subject to a fourteen-day (14) notice period. In the case the amendment to the Terminal Code or the new Terminal Code becomes effective in the notice period, the Terminal User shall apply the amended Terminal Code or the new Terminal Code in the modified wording during the notice period.

20.3 Change of the Tariff.

20.3.1 The Operator undertakes to notify the Terminal User on each change of the Tariff or the new Tariff at least ten (10) days before its implementation.

20.3.2 In the case of change of the Tariff or introduction of the new Tariff, provisions of the changed or new Tariff shall be binding upon the Parties without the need for preparation of a written annex to the Regasification Contract.

20.3.3 In the case of change of the Tariff only in the scope of the amount of prices and tariff charges, the Terminal User shall not have the right to terminate the Regasification Contract in its entirety or in part. In the case of a change of the terms of application of the prices and tariff charges, the Terminal User shall have the right to terminate the Regasification Order in the part concerning the types of services, for which the terms of application of the prices and tariff charges was changed, within fourteen (14) days from the date of publication date of the new or changed Tariff subject to a fourteen-day (14) notice period.

20.4 Transitional provisions

20.4.1 The Process Storage Program for Regasification Services performed in 2016 Regasification Year, based on the contracts concluded prior to
(to be supplemented with the date corresponding to the date of determination of PLNG as the Terminal Operator) shall be established in accordance with provisions of this Code until July 15, 2016.